

MEMBERS OF THE BOARD

LARRY MICARI
District One

PETE VANDER POEL - Chair
District Two

AMY SHUKLIAN – Vice Chair
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five



JASON T. BRITT
County Administrative Officer

JENNIFER M. FLORES
County Counsel

MELINDA BENTON
Chief Clerk

ADMINISTRATION BUILDING
2800 W. Burrel Avenue
Visalia, CA 93291
(559) 636-5000
(559) 615-3009

Board of Supervisors Agenda

SITTING AS THE TULARE COUNTY BOARD OF SUPERVISORS AND THE TULARE PUBLIC CEMETERY DISTRICT

SPECIAL MEETING

July 8, 2025

1:00 PM Board Convenes

Board of Supervisors Chambers
2800 W. Burrel Avenue
Visalia, CA 93291

NOTICE TO THE PUBLIC

LIVE STREAM: To view the live stream of the Board of Supervisors meetings, please visit <https://tularecounty.ca.gov/board/board-meetings/board-of-supervisors-meetings/> or <https://www.youtube.com/channel/UCtio73xNL9t2b8Aq-R84abg>

PUBLIC COMMENTS: Members of the public may comment on any item not appearing on the Agenda. Under state law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the Agenda, the public is invited to make comments when the item comes up for Board consideration. So that all interested parties have an opportunity to speak, any person addressing the Board will be limited to a maximum of three (3) minutes, with a total of fifteen (15) minutes allotted for the Public Comment Period. Comments should be relevant to matters within the Board's subject matter jurisdiction and not repetitive of previous speakers. If you wish to agree with a previous speaker, you may state so on the record. If you have a written statement, please hand it to the Board Clerk and it will be included in the minutes of this meeting and circulated to the Board. At all times, please use the microphone and state your name for the record.

ACCOMMODATIONS: In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the Clerk of the Board as soon as possible during office hours (559) 636-5002 or email clerkoftheboard@tularecounty.ca.gov. Reasonable requests made at least 48 hours in advance of the meeting will ensure accessibility to this meeting.

BOARD AGENDA: Documents related to the items on this Agenda are available for public inspection in the Clerk of the Board Office, located at 2800 W. Burrel Ave., Visalia, during normal business hours, 7:30 a.m. – 5:30 p.m., Monday through Thursday and 8:00 a.m. – 12:00 p.m. on Friday and the Cemetery District Office, located at 900 E. Kern Avenue, Tulare, during normal business hours, 8:00 a.m. – 4:30 p.m., Monday through Friday. Such documents are also available online, subject to staff's ability to post the documents before the meeting, at the following website: <https://tularecounty.ca.gov/board/board-meetings/board-of-supervisors-meetings/>

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS: Pursuant to Government Code section 84308, members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts, contracts worth under \$50,000, non-financial MOU's, or contracts with other public agencies), licenses and permits, all other entitlements for use, including all entitlements for land use, and all franchises, if the Board member received more than \$500 in campaign contributions in the past 12 months from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item. Applicants, contractors, or their agents, or financially interested participants who have made campaign contributions totaling more than \$500 to a Board member in the past 12 months are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member, and may be made either in writing to the Clerk of the Board prior to the subject proceeding, or by verbal disclosure at the time of the proceeding. The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the requirements of the law.

1. Election of the Chair and Vice Chair of the Tulare Public Cemetery District for the 2025 year.
2. Appointment of the Secretary for the Board of Trustees.
3. Appointment of the Clerk of the Board to the Public Cemetery District.
4. Public Comments.

CONSENT CALENDAR (Numbers 5 through 8)

NOTICE TO THE PUBLIC

These items are routine and usually approved by one motion. Before action by the Board, the Chair will ask the Board Members and the public if they wish to remove any item from the Consent Calendar for separate consideration. Items removed from the Consent Calendar may be heard immediately before or after the approval of the Consent Calendar, or may be set aside until later in the meeting.

5. Approve minutes from the February 27, 2025, March 7, 2025, March 27, 2025 and May 22, 2025 meetings.

6. Approve the 2025 Regular Meeting Schedule.
7. Approve an agreement for Legal Services between the Tulare Public Cemetery District and the County of Tulare.
8. Approve an agreement with the County of Tulare to provide administrative services, in an amount not to exceed \$2,000 annually, effective July 1, 2025 until terminated.

ITEMS NOT TIMED

Items not specifically timed may be taken in any order

9. Request to review and approve proposed amendments to the Bylaws of the Tulare Public Cemetery District, effective July 8, 2025.
10. Request to adopt a resolution to authorize the Chair, Vice Chair, or designee to sign and submit to the County Auditor any Special District Orders to Disburse Funds and any other documents required by the County Auditor which are necessary to facilitate a disbursement of funds to the District.
11. Request to adopt a resolution to designate the authorized signers on the District's Bank of Sierra checking account and appoint a new account administrator.
12. Request to rescind Resolution No. 2024/2025-2 regarding the withdrawal of funds from the control of the County Treasurer.
13. Receive a presentation on Trustee Compensation and Waiver Procedures.
14. Receive an overview of the district operation from the District Manager.
15. Trustee comments



Tulare Public Cemetery District Regular Board Meeting Minutes Thursday, February 27 2025



A REGULAR BOARD MEETING WAS HELD ON THURSDAY, FEBRUARY 27, 2025 AT 5:30 PM, IN THE CONFERENCE ROOM, LOCATED AT 900 EAST KERN AVENUE, TULARE, CA.

BOARD MEMBERS PRESENT:

Chairman, Stephen Presant (Steve), Vice Chairman, Carlos Ramos (Charlie), Secretary, Patricia Hitlin (Trish) and Trustee Xavier Avila

BOARD MEMBERS ABSENT:

Trustee, Michele Lima

STAFF PRESENT:

District Manager, Clara Bernardo

1. CALL TO ORDER:

The Regular Board Meeting was called to order at 5:31 pm by Chairman Steve Presant

2. ROLL CALL:

Steve, Charlie, Trish and Xavier

3. PLEDGE OF ALLEGIANCE:

Secretary, Trish led the Pledge of Allegiance

4. MOMENT OF SILENCE IN MEMORY OF THOSE WHO HAVE PASSED

5. RECONGNITION OF VISITORS:

18 visitors

6. PUBLIC COMMENTS:

9 public comment

7. TRUSTEE COMMENTS:

2 Trustee comments

8. OPEN SESSION- AUDIT REPORTS, ITEMS OF INTEREST & GENERAL BUSINESS:

(All items are subject for discussion and possible action by the Board.)

8.5- Gopher report:

8.5a- Caddyshack Rodent Service presentation and bids

Brain Silveira gave presentation on the rodent services the business provides. No action taken

8.7- Public Meeting to consider increases of fees for various burial services effective March 1, 2025:

Tabled

8.1- Approval of minutes for Regular Board Meeting January 23, 2025:

Xavier motion, Charlie second to approve minutes of January 23, 2025. Vote 4/0 motion passes



Tulare Public Cemetery District Regular Board Meeting Minutes Thursday, February 27 2025



8.2- Audit Meeting:

8.2a- Review Audit Committee Report

Steve grave update

8.2b- Audit minutes of January 15, 2025:

The Audit Committee approved the minutes for January 15, 2025

8.3- December 2024 financials:

Charlie motions, Trish seconds to approve December 2024 financials. Vote 3/1 Xavier nay motion passes

8.4- Tree Issues at Kern:

8.4a- Sanchez Brothers tree bids:

Xavier motions, Charlie seconds to approve to remove the tree with the fungus and create a resolution to transfer \$1,850.00 out of the endowment care fund. Vote 4/0 motion passes

8.6- Memorial Tree request for Keegan Tripp:

Removed

8.8- Correction on Manager's Contract:

Charlie motion, Trish seconds to correct the District Manager's contract as written. Vote 3/1 Xavier abstain motion passes

8.9- Creation/Change of Committees:

Tabled

9.- DISTRICT MANGER'S REPORT:

9a- the grounds have been aerated and seeded with top soil

9b- Start watering the grounds on March 1st

9c- Sprinklers are fixed

9d- 7 full time employees and 2 part time employees that work at the cemetery

9e- The office door is open

10- FUTURE AGENDA ITEMS REQUEST:

10a- Public Meeting to consider increases of fees for various burial services

10b- Create a resolution for \$100,000.00.

11- ADJOURNMENT:

Chairman Presant adjourned the meeting at 8:13 pm.

Respectfully Submitted,

Board Secretary



**Tulare Public Cemetery District
Special Board Meeting Minutes
Friday, March 7, 2025**



A SPECIAL BOARD MEETING WAS HELD ON FRIDAY, MARCH 7, 2025 AT 6:00 PM, IN THE CONFERENCE ROOM LOCATED AT 900 E. KERN AVENUE, TULARE, CA.

BOARD MEMBERS PRESENT: Chairman Stephen Presant (Steve), Vice Chairman Carlos Ramos (Charlie), Secretary Patricia Hitlin (Trish)

BOARD MEMBERS ABSENT: Trustees, Michele Lima and Xavier Avila

STAFF PRESENT: District Manager Clara Bernardo

1. CALL TO ORDER:

The Special Board Meeting was called to order at pm by Chairman Stephen Presant

2. ROLL CALL:

Steve, Charlie, Trish

3. PUBLIC COMMENTS (three (3) minutes per person:

4 public comments

Xavier arrived at 6:16 pm

4. TRUSTEE COMMENTS (three (3) minutes per person:

4 Trustee comments

5. Review of proposed plots designs and landscaping ideas at Oleander Lane:

Discussion no action

6. Bench Policy:

No action taken

7. Presentation regarding Burial Rights and Assignment Designation for Kern Cemetery Section H Graves 1323 and 1324:

Anna Limon and Virginia Medina gave presentation on Section H Graves 1323 and 1324

Chairman Steve Presant adjourned to closed session at 8:08 pm

8. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Gov. Code section 54956.9(d)(2).): 1 Matter.

Board returned to opened session at 9:12 pm

9. OPEN SESSION FROM CLOSED SESSION:

9.1- Announcement Out (if any)

Counsel, Brian Hughes made presentation of closed meeting. Anna Limon and Virginia Medina will make a decision and followed up with counsel Brian Hughes

10. ADJOURNMENT:

Chairman, Stephen Presant adjourned meeting at 9:27 pm

Respectfully Submitted,

Board Secretary



Tulare Public Cemetery District Regular Board Meeting Minutes Thursday, March 27, 2025



A REGULAR BOARD MEETING WAS HELD ON THURSDAY, MARCH 27, 2025 AT 5:30 PM, IN THE CONFERENCE ROOM, LOCATED AT 900 EAST KERN AVENUE, TULARE, CA.

BOARD MEMBERS PRESENT:

Chairman, Stephen Presant (Steve), Vice Chairman, Carlos Ramos (Charlie), Secretary, Patricia Hitlin (Trish), Treasurer, Michele Lima and Trustee, Xavier Avila

BOARD MEMBERS ABSENT:

None

STAFF PRESENT:

District Manager, Clara Bernardo and Counsel Brian Hughes

1. CALL TO ORDER:

The Regular Board Meeting was called to order at 5:33 pm by Chairman Steve Presant

2. ROLL CALL:

Steve, Charlie, Trish, Michele and Xavier

3. PLEDGE OF ALLEGIANCE:

Vice Chairman, Charlie led the Pledge of Allegiance

4. MOMENT OF SILENCE IN MEMORY OF THOSE WHO HAVE PASSED

5. RECONGNITION OF VISITORS:

20 visitors

6. PUBLIC COMMENTS:

11 public comments

7. TRUSTEE COMMENTS:

4 Trustee comments

8. OPEN SESSION- AUDIT REPORTS, ITEMS OF INTEREST & GENERAL BUSINESS:

(All items are subject for discussion and possible action by the Board.)

Chairman Steve called for recess at 6:17 pm due to disruption

Board returned from recess at 6:25 pm

Charlie motions, Michele seconds to table all open sessions items and go straight to closed session. Vote 4-1 Xavier nay, motion passes

Chairman Steve adjourned to closed session at 6:31 pm

8.1- Approval of Board Meeting Minutes for February 27 and March 7, 2025:

Tabled

8.2- Discussion on Development Impact Fees:

Tabled

8.3- Rosenberg Rules of Order Approval:

Tabled



**Tulare Public Cemetery District
Regular Board Meeting Minutes
Thursday, March 27, 2025**



8.4- Audit Meeting:

8.4a- Review Audit Committee Report

Tabled

8.4b- Audit Minutes

Tabled

8.5- January and February Financials for 2025:

Tabled

8.6- Annual Audit Report:

Tabled

8.7- Correction of Resolution to Transfer Money for Tulare County:

Tabled

8.8- Proposed Letter of Engagement by an Accounting Firm:

Tabled

8.9- Report on attendance at the recent California Association Public Cemetery conference:

Tabled

9.- DISTRICT MANGER'S REPORT:

Tabled

10- FUTURE AGENDA ITEMS REQUEST:

Tabled

11- CLOSED SESSION:

11.1a- CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation (Gov. Code section 54956.9(d)(2).): (1 potential case).

11.2b- CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code section 54956.8.) Property: North J St Cemetery; Agency Negotiator: Steve Present; Negotiating Parties: City of Tulare; Under Negotiation: Terms of Sale

Board returned from to open session at 7:07 pm

12. OPEN SESSION FROM CLOSED SESSION:

12.1a- Announcement Out (if any)

Board had nothing to report out

ADJOURNMENT:

Chairman Presant adjourned the meeting at 7:08 pm.

Respectfully Submitted,

Board Secretary



**Tulare Public Cemetery District
Regular Board Meeting Minutes
Thursday, May 22, 2025**



A REGULAR BOARD MEETING WAS HELD ON THURSDAY, MAY 22, 2025 AT 5:30 PM, IN THE CONFERENCE ROOM, LOCATED AT 900 EAST KERN AVENUE, TULARE, CA.

BOARD MEMBERS PRESENT:

Chairman, Stephen Presant (Steve), Vice Chairman, Carlos Ramos (Charlie), Treasurer, Michele Lima and Trustee, Xavier Avila

BOARD MEMBERS ABSENT:

Secretary, Patricia Hitlin (Trish)

STAFF PRESENT:

District Manager, Clara Bernardo

1. CALL TO ORDER:

The Regular Board Meeting was called to order at 5:33 pm by Chairman Steve Presant

ADJOURNMENT:

Chairman Presant adjourned the meeting at 5:33 pm.

Respectfully Submitted,

Board Secretary



TULARE PUBLIC CEMETERY DISTRICT

AGENDA ITEM

TRUSTEES

LARRY MICARI
Trustee

PETE VANDER POEL
Trustee

AMY SHUKLIAN
Trustee

EDDIE VALERO
Trustee

DENNIS TOWNSEND
Trustee

AGENDA DATE: July 8, 2025

SUBJECT: Approve the 2025 Regular Meeting Schedule

REQUEST(S):

That the Board of Trustees:

1. Approve the 2025 Regular Meeting Schedule

SUMMARY:

The District Bylaws require the Board of Trustees to set its regular meeting schedule by resolution. The majority of these meetings are proposed to take place on the fourth Thursday of every month at 1:00 p.m. in the Board of Supervisors Chambers, following the conclusion of the Board of Supervisors' regular meeting.

FISCAL IMPACT/FINANCING:

There is no fiscal impact to the District.

ADMINISTRATIVE SIGN-OFF:

/s/ Clara Bernardo
Clara Bernardo
District Manager

Cc: County Administrative Officer

ATTACHMENT(S) –
Attachment A – Proposed 2025 Meeting Schedule



Tulare Public Cemetery District 2025 Regular Meetings

Meeting Date	Time	Location
July 08	1:00 P.M.	Board Chambers, 2800 W. Burrel Ave, Visalia
July 22	1:00 P.M.	Board Chambers, 2800 W. Burrel Ave, Visalia
August 26	1:00 P.M.	Board Chambers, 2800 W. Burrel Ave, Visalia
September 23	1:00 P.M.	Board Chambers, 2800 W. Burrel Ave, Visalia
October 28	1:00 P.M.	Board Chambers, 2800 W. Burrel Ave, Visalia
November 18	1:00 P.M.	Board Chambers, 2800 W. Burrel Ave, Visalia
December 16	1:00 P.M.	Board Chambers, 2800 W. Burrel Ave, Visalia

* July 8, 2025 Special Meeting



TULARE PUBLIC CEMETERY DISTRICT

AGENDA ITEM

TRUSTEES

LARRY MICARI
Trustee

PETE VANDER POEL
Trustee

AMY SHUKLIAN
Trustee

EDDIE VALERO
Trustee

DENNIS TOWNSEND
Trustee

AGENDA DATE: July 8, 2025

SUBJECT: Agreement for Legal Services between the Tulare Public Cemetery District and the County of Tulare

REQUEST(S):

That the Board of Trustees:

1. Approve an Agreement for Legal Services between the Tulare Public Cemetery District and the County of Tulare; and
2. Authorize the District Chair to execute the Agreement on behalf of the District.

SUMMARY:

The newly appointed Tulare Public Cemetery Board of Trustees has requested that the County Counsel's Office provide the Tulare Public Cemetery District with legal services on matters the District may refer to the office, and has requested the County enter into an agreement to provide such services. The County Counsel's office is authorized by Government Code section 26520 to provide such services, is willing and able to do so, and has prepared the attached agreement for that purpose.

The proposed agreement is modeled after standard attorney retainer agreements and were approved by the former Cemetery's District's governing board at its October 22, 2018 meeting. Significantly, the agreement provides that if a legal representation conflict arises between the District and the County, or another County Counsel client, then the District will retain new counsel and waive the right to disqualify the County Counsel's office from continuing to represent the County or other County Counsel clients in that or other matters. This will ensure continuity in representation of the County, the County Counsel's primary client.

FISCAL IMPACT/FINANCING:

The Cemetery District will pay for services monthly at the hourly rates for the relevant attorneys and paralegals established by the Auditor's office for direct-bill clients. It is estimated that expenses from the services will be approximately

SUBJECT: Agreement for Legal Services between the Tulare Public Cemetery
District and the County of Tulare

DATE: July 8, 2025

\$16,000 for the 2025-2026 fiscal year.

ADMINISTRATIVE SIGN-OFF:

/s/ Clara Bernardo
Clara Bernardo
District Manager

Cc: County Administrative Office

ATTACHMENT(S) –

Attachment A – Legal Service Agreement

AGREEMENT FOR LEGAL SERVICES
Between
TULARE PUBLIC CEMETERY DISTRICT
And
COUNTY OF TULARE

This Agreement ("Agreement") is made and entered into as of July 1, 2025 ("Effective Date") between the **TULARE PUBLIC CEMETERY DISTRICT** ("Client") and the **COUNTY OF TULARE**, through its County Counsel's Office ("Attorney"). Client and Attorney are each a "Party" and together are the "Parties" to this Agreement.

WHEREAS, Client desires to retain Attorney to provide it with certain legal services; and

WHEREAS, Attorney is willing to undertake the representation of Client under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE as follows:

1. Scope and Performance of Legal Services; Member in Good Standing of State Bar Association. (a) Client hires Attorney to provide legal services in such matters as Client may request, and in which Attorney consents to representation. These services may include counsel and advice regarding specific issues, attendance at Client's Board meetings and such other meetings as Client may request (but subject to Attorney's availability), and such other matters as Client may refer to Attorney for legal services and representation. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of Client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

(b) With advance written approval of Client's Board President or District Manager, Attorney may associate expert outside counsel to assist Attorney in providing legal services to Client, at such rates and in such particular matters as Client's Board President or District Manager and Attorney may agree.

(c) This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or governmental agency hearings, including, but not limited to, matters related to charges by or inquiries from the California Public Employment Relations Board, the California Department of Fair Employment and Housing, and the U.S. Equal Employment Opportunity Commission. Services in any matter not described in paragraph 1. (a) above will require a separate written agreement, which Attorney has the authority to enter into in its discretion.

(d) Attorney shall perform legal services for Client in a professional manner with regard to general legal advisory issues and similar matters that are referred to Attorney unless Attorney would have a conflict of interest therein or for other reasons declines to accept the referral from Client.

(e) Attorney warrants that all attorneys of the office are now, and will at all times that services are performed during the term hereof be, members in good standing of the State Bar of California.

(f) Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of any particular matter for which Attorney provides services hereunder. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of any particular matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

2. Communications between Attorney and Client. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

3. Compensation and Expense Reimbursement; Billings. Client shall compensate Attorney for actual legal services performed at the hourly rates established by the Tulare County Counsel's Office. The current rates are attached as **Exhibit A** and incorporated herein. The rates may change annually, and Attorney will provide Client written notification of any applicable rate change. Client will pay the rates in effect at the time the service is provided. Client shall reimburse Attorney for any of its actual and reasonable expenses incurred in connection with providing services under this Agreement, as shown in **Exhibit A**.

4. Client Does Not Include Officers, Agents, and Employees. In accordance with Rule 1.13 of the California Rules of Professional Conduct governing Attorney's services, Client under this Agreement is the governmental organization known as the Tulare Public Cemetery District itself, acting through a majority of its duly authorized directors, or through its officers, employees, or other constituents overseeing the particular matter for which Attorney is asked to provide services hereunder. In that respect, Client acknowledges that the individual directors, officers, employees, members, and agents of the Tulare Public Cemetery District are not themselves clients of Attorney under this Agreement and are not entitled to be individually represented by Attorney hereunder.

5. Discharge and Withdrawal; File Materials. Client may discharge Attorney at any time. Attorney may withdraw from representation of Client with Client's consent or for good cause. Good cause includes, but is not limited to, Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter, or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney

shall, upon Client's request, deliver Client's files and property in Attorney's possession to Client or as directed by Client, whether or not Client has paid for all services. Client agrees that unless Client takes possession of Client's files and property, Attorney may dispose of the files and property in accordance with Attorney's record retention schedule.

6. **Independent Contractors.** It is specifically and expressly understood that this Agreement does not create an employer/employee relationship between the Parties, that each Party is an independent contractor and not an employee of the other Party and that neither Party, nor its staff, are eligible to participate in the other Party's health and dental protection, vacation, holiday, retirement, or other programs which are applicable to other Party's employees. Neither Party will pay for or provide the other Party's workers' compensation insurance, state disability insurance benefits, unemployment insurance benefits, or social security. Each Party shall be responsible to pay or provide for such insurance or benefits and to pay for its officers and employee's federal and state income tax obligations, social security, and any other payroll tax obligations that it may owe according to law.

7. **Non-assignable.** Neither Party shall assign this Agreement without the other Party's prior written consent.

8. **Professional Liability Insurance.** Attorney shall maintain professional liability insurance for the services to be provided to Client under this Agreement through the County of Tulare's customary policy of general liability insurance.

9. **Addresses for Correspondence.** For purposes of this Agreement, all referred reports, correspondence and communications between the Parties shall be addressed as follows:

To Client

Tulare Public Cemetery District
c/o Clara Bernardo, District Manager
900 E. Kern Avenue
Tulare, CA 93274
Phone: (559) 686-5544

To Attorney

Tulare County Counsel
2900 W. Burrel Avenue
Visalia, CA 93291
Phone: (559) 636-4950
Facsimile: (559) 713-3240

10. **Authority.** Each Party represents and warrants to the other Party that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind it to its terms. Each Party acknowledges that the other Party has relied upon this representation and warranty in entering into this Agreement. Client designates its then-current Board President and incumbent District Manager as Client's representatives in communicating with Attorney. This designation is intended to establish clear lines of authority and to minimize potential uncertainty, but not to preclude communication between Attorney and other representatives of Client as necessary or desirable. Should Client desire to change its designated representatives, Client shall provide Attorney with a written notice designating the additional or replacement representatives.

11. Representational Conflicts. Client understands that Attorney primarily serves as Tulare County's legal advisor and representative on all matters. Attorney also serves as the legal advisor for a number of other separate legal entities that are governed by the same five individuals who sit as the Board of Supervisors for the County of Tulare, ("Related Public Entities"). In addition, Attorney may, upon request, represent local governmental entities that are distinct from Tulare County government, such as joint powers agencies and special districts ("Other Clients"). From time to time, the interests of Client may potentially conflict with the interests of the County of Tulare, Related Public Entities, or Other Clients, such as in a situation where Client and the County of Tulare both require assistance of Attorney in negotiating a contract with each other. As required by the California Rules of Professional Conduct, Attorney will take all steps reasonably necessary to safeguard the confidential information of Client in such a situation, including establishing "ethical walls" to screen the specific lawyers and legal staff providing services to Client from the lawyers and legal staff providing services to the County of Tulare, Related Public Entities, or other Clients in such situations. Upon execution of this Agreement, Client shall also execute the Waiver of Conflict attached hereto as **Exhibit B** herein, so that Attorney may continue to represent the County of Tulare, Related Public Entities, or Other Clients and Client in the absence of an actual conflict. Further, should an actual conflict develop between Client and the County of Tulare, Related Public Entities, or Other Clients, then Client hereby agrees and understands that Attorney will continue to represent the County of Tulare, Related Public Entities, or Other Clients, as the case may be. Subject to Attorney taking all necessary steps to safeguard Client's confidential information, and to the extent permitted by the California Rules of Professional Conduct, Client hereby expressly waives its right to disqualify Attorney from representing the County of Tulare, the Related Public Entities, or Other Clients in any matter involving Client.

12. Complete Agreement; Amendment. This Agreement, together with exhibits thereto, expresses the understandings of the Parties concerning all matters covered and supersedes all prior negotiations, representations or agreements, either written or oral. No additions to, or alteration of the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the Parties.

13. Disputes and Dispute Resolution. Consistent with the California Rules of Professional Conduct, Attorney shall continue with its responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise, each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et al.).

14. No Third-Party Beneficiaries Intended. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other Party with any benefit or enforceable legal or equitable right or remedy.

15. Waivers. The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

16. Counterparts. The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

17. MANUAL OR ELECTRONIC SIGNATURES: The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

Date: _____

TULARE PUBLIC CEMETERY DISTRICT:

By: _____

Name: _____

Title: _____

Approved by the Governing Board of the Tulare Public Cemetery District at a regular or special meeting held on _____, 2025.

Date: _____

COUNTY OF TULARE:

Jennifer M. Flores, County Counsel

By: _____

Chief Deputy County Counsel

Matter No. _____

Attached Exhibits:

Exhibit A – Rate Sheet

Exhibit B – Conflict Waiver

**EXHIBIT A
RATE SHEET**

(Effective July 1, 2025)

1. HOURLY PROFESSIONAL RATES:

Client agrees to pay Attorney by the following standard hourly rates:

Legal Professional	Hourly Rate
Attorney I, Civil	\$87 per hour
Attorney II, Civil	\$96 per hour
Attorney III, Civil	\$116 per hour
Attorney IV, Civil	\$130 per hour
Attorney V, Civil	\$141 per hour
Chief Deputy County Counsel	\$170 per hour
County Counsel	\$170 per hour
Paralegals / Law Clerks	\$58 per hour

2. BILLING PRACTICE:

Attorney will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered. Client shall make payment within 30 days of receipt of Attorney's bill.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Client will be charged for Attorney's travel time, which time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES:

Item	Cost
In-office copying/electronic communication printing	\$0.10 per page
Facsimile	\$0.10 per page
Postage	Actual Usage
Mileage	IRS Standard Rate
Other costs, such as messenger services, shall be charged on an actual and necessary basis. Meals, lodging, and other travel costs, if approved in advance by Client, will be charged on an actual and necessary basis.	

EXHIBIT B

WAIVER OF CONFLICTS OF INTEREST

You have asked the office of the Tulare County Counsel (“Attorney”) to provide legal services to the Tulare Public Cemetery District (“Client”) for certain matters, as detailed in the Agreement to which this Exhibit is attached (“the Matters”). Attorney proposes to provide such services to Client under the terms of the Agreement, including this Exhibit.

As Client is aware, Attorney has previously represented and continues to represent the County of Tulare (“County”) in other legal matters. Attorney also serves as the legal advisor for a number of other separate legal entities that are governed by the same five individuals who sit as the Board of Supervisors for the County (“Related Public Entities”). In addition, Attorney may, upon request, represent local governmental entities that are distinct from Tulare County government, such as joint powers agencies and special districts (“Other Clients”).

Attorney's ability to represent any and all clients is governed by what are commonly called the California Rules of Professional Conduct, which include, but are not limited to, rules regarding conflicts of interest between multiple clients of a law office or between a law office and its clients (collectively, “the Conflicts Rules”). Although Attorney is not presently aware of a conflict created by the proposed work on the Matters that would trigger the Conflicts Rules at this time, the nature and scope of Attorney's work for its primary clients, namely the County, Related Public Entities, and Other Clients, may give rise to conflicts of interest in the future. The purpose of this Exhibit is to explain how Attorney proposes to resolve future conflict issues so that Client can decide whether or not to be represented by Attorney. In other words, the purpose of this Exhibit is to seek a waiver of future conflicts but to do so subject to the conditions and limitations noted herein.

The Scope of the Requested Waiver

Attorney does not request a waiver that would allow it:

- at any time, to attack the work that Attorney performs for Client in the Matters;
- at any time, to disclose or use adversely to Client, or to place itself in a position to disclose or use, any confidential and nonpublic information of Client;
- at any time, to allow individual lawyers or non-lawyer staff who work on Matters for Client simultaneously to work adversely to Client; or
- for so long as Attorney continues to represent Client, to allege criminal, fraudulent or intentionally tortious conduct by Client.

Outside of these limitations, and to the extent permitted by the California Rules of Professional Conduct, Attorney is and will remain free to represent the County, Related Public Entities, and Other Clients adversely to Client. In other words, we may represent or continue to represent the County, Related Public Entities, and Other Clients in negotiations, business transactions, litigation, alternative dispute resolution, administrative proceedings, discovery disputes, or other

legal matters even if those matters are adverse to Client, and Client will not be able to disqualify Attorney from such representation due to conflicts of interest. For example, Attorney could represent both County and Client in negotiating a contract for Client or County to provide the other with technical assistance, funding, or services, with separate individual lawyers and staff assigned to County and to Client and the establishment of “ethical walls” to screen the separate individual lawyers and legal staff providing services to Client from the lawyers and legal staff providing services to the County in such situations. With such walls in place, no confidential information of Client is shared with the separate lawyers and staff representing the County in the matter, and vice-versa.

Although Client may revoke this waiver as to future matters at any time, such revocation will not affect any matters undertaken by Attorney prior to receipt of notice of the revocation. In addition, and to the extent permitted by the applicable Rules of Professional Conduct, Client must consent to Attorney's withdrawal from Client's matters if withdrawal is necessary for Attorney to continue representing other clients. If Attorney does withdraw from a matter, however, it will assist Client in transferring the matter to other counsel of Client's choice and will not bill Client for legal fees, expenses, or other charges arising from the need to assist successor counsel in coming up to speed on the transferred matters.

Considerations Relating to the Decision to Waive

As you know, we have discussed this conflicts waiver and its potential implications with you, and we strongly urge you not to sign this waiver if you have any unanswered or unaddressed reservations or concerns. We also recommend that you discuss this waiver with independent legal counsel of your choice.

As we have already explained, there are questions that Client should address before a decision to waive future conflicts is made:

- Is there a material risk of adverse disclosure or use of confidential client information?
- Is there a material risk that Attorney will be less zealous or eager when representing Client in the Matters because of other adverse representations?
- Is Client ready, willing, and able to live by its commitments in the future?

As to the first two questions, we believe that any risk to Client is minimal to nonexistent in light of the protections and limitations contained in this Exhibit. As to the final question, that is necessarily Client's choice and not ours. Although we are certainly willing to discuss potential amendments to this Waiver that you would like us to consider, you should know that without a mutually acceptable Waiver, we will not be able to represent Client in the Matters.

If you find these conditions acceptable, please sign the enclosed extra copy of this Exhibit and return it to us for our files at your earliest possible convenience. If not, please let us know. Thank you.

Date: _____

Tulare Public Cemetery District ("Client"):

By: _____

Name: _____

Title: _____



TULARE PUBLIC CEMETERY DISTRICT

AGENDA ITEM

TRUSTEES

LARRY MICARI
Trustee

PETE VANDER POEL
Trustee

AMY SHUKLIAN
Trustee

EDDIE VALERO
Trustee

DENNIS TOWNSEND
Trustee

AGENDA DATE: July 8, 2025

SUBJECT: Approve an agreement with the County of Tulare to provide administrative services effective July 1, 2025, in an amount not to exceed \$2,000 annually

REQUEST(S):
That the Board of Trustees:

1. Approve an agreement with the County of Tulare to provide administrative services effective July 1, 2025 until terminated, in an amount not to exceed \$2,000 annually.
2. Authorize the District Chair to sign the Agreement on behalf of the District.

SUMMARY:
In order to ensure efficient and appropriate operations of the Tulare Public Cemetery District, staff is requesting the District enter into an agreement for comprehensive administrative services with the County of Tulare. This agreement allows the District maximum flexibility to request assistance from various County departments, including, but not limited to, County Administrative Office, Human Resources and Development, Tulare County Information and Communications Technology, and General Services.

Assistance from these County departments will help improve operations, accessibility to the public, and improve transparency with the public.

FISCAL IMPACT/FINANCING:

This Agreement will result in an increase to the annual budget of approximately \$2,000. However, assistance from the County department will likely improve the District's operational efficiencies over time, which may result in an overall savings.

SUBJECT: Approve an agreement with the County of Tulare to provide administrative services effective July 1, 2025, in an amount not to exceed \$2,000 annually
DATE: July 8, 2025

ADMINISTRATIVE SIGN-OFF:

/s/ Clara Bernardo
Clara Bernardo
District Manager

Cc: County Board of Supervisors

ATTACHMENT(S) –

Attachment A – Agreement with County of Tulare

**AGREEMENT BETWEEN
TULARE PUBLIC CEMETERY DISTRICT
AND COUNTY OF TULARE CONCERNING
ADMINISTRATIVE AND PROFESSIONAL SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into as of _____, 2025, by and between the **TULARE PUBLIC CEMETERY DISTRICT**, a public cemetery district organized and existing under the laws of the State of California (“TPCD” or “District”), and **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”). TPCD and COUNTY are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A. TPCD is a public cemetery district organized and existing under the laws of the State of California, including, but not limited to, Part 4 (commencing with section 9000) of Division 8 of the California Health and Safety Code; and
- B. The mission of TPCD is to “strive to provide respectful interment services and assist families with care and consideration in a dignified and pleasant atmosphere to the community we serve within the district and maintain our cemetery grounds”; and
- C. Heretofore TPCD has been governed by a five-member board of trustees appointed by the Tulare County Board of Supervisors (“Board of Supervisors”); and
- D. Recently TPCD staff and trustees of the District have reported being subjected to public harassment and threats of violence by members of the public, impairing TPCD’s ability to conduct public meetings and carry on the day-to-day activities of TPCD; and
- E. Three of the five appointed trustees of TPCD recently tendered their resignations, leaving the TPCD board of trustees without a quorum to continue orderly operations of the District; and
- F. In addition, the Golden State Risk Management Authority (“GSRMA”) has informed the District that due to the instability of the District’s board of trustees GSRMA intends to terminate the District’s insurance coverage, rendering the District unable to continue operations unless it can demonstrate board stability; and
- G. California Health and Safety Code section 9026(a) authorizes the Board of Supervisors to appoint itself as the board of trustees for a public cemetery district in place of a previously-appointed board of trustees and
- H. The Board of Supervisors has found and determined that appointing itself as the

Board of Trustees of TPCD will promote efficient governance and oversight of the District's operations, ensuring the continued provision of cemetery services to the community; and

- I. On June 10, 2025, pursuant to California Health and Safety Code section 9026, the Board of Supervisors adopted a resolution declaring its intent to assume governance of TPCD and hold a public hearing on the matter; and
- J. The Board of Supervisors held the required public hearing on July 1, 2025 and received and considered oral and written comments concerning its intent to appoint itself as the board of trustees of the TPCD; and
- K. Following the close of the public hearing the Board of Supervisors found and determined that the value of written protests filed by registered voters within the District against such action and not withdrawn were less than 10 percent of the registered voters of the District; and
- L. The Board of Supervisors by a majority vote then adopted a resolution terminating the appointed board of trustees and appointing itself as the board of trustees of the District, with the result that the terms of the remaining two trustees appointed by the Board of Supervisors terminated immediately; and
- M. It appears that at least for the time being TPCD needs the assistance of administrative and professional staff of the COUNTY to carry out its operational activities in an effective and efficient manner, and
- N. The COUNTY has administrative and professional staff available to provide such services, and it appears to the Board of Supervisors that TPCD has the financial resources needed to pay the COUNTY for such services.

NOW, THEREFORE the Parties agree as follows:

1. Upon TPCD's request, COUNTY shall provide TPCD with such administrative and professional services as may be necessary or convenient to enable TPCD to carry out its operational activities in an effective and efficient manner. Such services shall be provided by personnel from the offices of the Board of Supervisors, County Administrative Officer, General Services Agency, Human Resources and Development, Information Communications & Technology, and other offices and agencies as determined by the County Administrative Officer or designee. This shall be in addition to the workforce employed by TPCD, which workforce, subject to the personnel rules of TPCD, shall continue to be employees of TPCD and not of COUNTY. Likewise, any contractors utilized by TPCD shall, subject to the policies and procedures of TPCD and the terms of their respective contracts, continue to be independent contractors of TPCD and not of COUNTY.

2. COUNTY shall provide staff as requested by the TPCD Chair or designee to attend all regular meetings of the Board of Trustees of TPCD. All personnel assigned to provide services hereunder shall perform services for TPCD on such days and at such hours as necessary to perform the services specified.
3. TPCD is required to prepare a budget and work program for each fiscal year. Effective as of July 1, 2025, or as soon as feasible thereafter, such annual budget shall specify the reimbursement to be paid to COUNTY during the current fiscal year for services to be furnished under this Agreement during that fiscal year, but at no time shall the total amount expended exceed \$2000.00. Such budgeted amount shall take into account the time and salaries of COUNTY employees who will be performing work for TPCD, all incidental costs pertaining to such COUNTY employees such as, but not limited to, retirement and insurance contributions by COUNTY, transportations expenses, costs of equipment and supplies to be acquired by COUNTY to perform the services, costs of supervision, and all other incidental costs which will be incurred by COUNTY, so that the amount budgeted by TPCD for payment to COUNTY will reasonably approximate the actual cost to COUNTY of providing such services during the fiscal year. TPCD shall pay COUNTY (a) one-half (1/2) of said budgeted amount in September of each year and the remaining one-half (1/2) in April of each year, or (b) such amounts and at such times as the Parties determine are consistent with TPCD's resources and COUNTY'S needs.
4. If the amount budgeted and paid by TPCD to COUNTY for services by COUNTY during any fiscal year does not reasonably approximate the actual costs incurred by COUNTY during such fiscal year, then the budget for the next fiscal year shall be increased or decreased by an amount sufficient to correct the underpayment or overpayment to COUNTY for the prior fiscal year.
5. To the extent COUNTY personnel need to be on site at TPCD to provide services hereunder, from its existing facilities and resources TPCD shall provide reasonable access to office space and related support for such personnel. The cost of such office space and support shall be borne by TPCD through its annual budget.
6. In rendering such services to TPCD, the standards of performance, the assignment and discipline of employees, and other matters incident to the performance of such services and the control of such personnel, shall remain in COUNTY. In the event of a dispute between the Parties concerning the extent of the duties and functions to be rendered under this Agreement, or the level or manner of performance of such services, the determination of COUNTY Administrative Officer shall be final with regard to the services performed by employees in their respective departments under this Agreement.
7. To facilitate the performance of services under this Agreement, it is agreed that COUNTY shall have full cooperation and assistance from TPCD and its workforce and

contractors.

8. All persons employed in the performance of services for TPCD under this Agreement shall be COUNTY employees. However, COUNTY may from time-to-time subcontract portions of the required work, with the prior approval of TPCD's Board of Trustees.

9. TPCD shall have no responsibility for the payment of any salaries, wages, or other compensation to any COUNTY personnel performing services for TPCD pursuant to this Agreement, or any liability other than that provided for in this Agreement. TPCD shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment.

10. Pursuant to Sections 895-895.8 of the Government Code, COUNTY shall indemnify and hold harmless TPCD from any loss, damage or liability arising out of the performance of the duties of COUNTY employees for TPCD pursuant to this Agreement. However, COUNTY, its officers, and employees, do not assume any liability for intentional or negligent acts of TPCD or its officers and employees.

11. This Agreement shall become effective when it has been executed by both Parties and shall continue in effect until terminated.

12. Either party may terminate this Agreement without cause by giving thirty (30) days' prior written notice to the other party of its intention to terminate under this provision, specifying the date of termination. TPCD will pay COUNTY the compensation earned for work satisfactorily performed and not previously paid to the date of termination. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from COUNTY of all plans, specifications and estimates, and other documents prepared by COUNTY in accordance with this agreement. TPCD will not impose sanctions on COUNTY under these circumstances.

- a. This Agreement shall automatically expire if the Tulare County Board of Supervisors divests itself to its authority to serve TPCD Board of Trustees.
- b. Expiration or termination of this agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

COUNTY OF TULARE

TULARE PUBLIC CEMETERY DISTRICT

By _____
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of
the Board of Supervisors

By _____
Deputy Clerk

Approved as to form:
COUNTY COUNSEL

By _____
Deputy

By _____
Chair, Board of Trustees

ATTEST: JASON T. BRITT
Secretary, Board of Trustees

By _____
Deputy Secretary

Approved as to form:
TPCD Counsel

By _____
Deputy

Matter No. _____

Jlk/06-15-2025/2025857/2387167.docx



TULARE PUBLIC CEMETERY DISTRICT

AGENDA ITEM

TRUSTEES

LARRY MICARI
Trustee

PETE VANDER POEL
Trustee

AMY SHUKLIAN
Trustee

EDDIE VALERO
Trustee

DENNIS TOWNSEND
Trustee

AGENDA DATE: July 8, 2025

SUBJECT: Review and amend Bylaws of the Tulare Public Cemetery District

REQUEST(S):

That the Board of Trustees:

1. Review Bylaws of the Tulare Public Cemetery District and proposed amendments.
2. Approve amendments to the Bylaws of the Tulare Public Cemetery District effective July 8, 2025.

SUMMARY:

Pursuant to the current Tulare Public Cemetery District Bylaws, the Board of Trustees must review its bylaws biannually (twice per year). The Board is requested to review its Bylaws and the proposed amendments to those Bylaws.

The proposed substantive amendments include:

- Section C.1. – Authorizing the Board to set and modify its regular meeting schedule by resolution rather than by modifying the Bylaws
- Section C.15. – Amends the existing Public Comment regulations to specify that public comment will be limited to 3 minutes per speaker - 6 minutes if an interpreter is required - and 15 minutes for the total time allotted for public comment. Authorizing the Chair to increase the total time allotted for public comment if an interpreter is required during that time.
- Section D.1. – Modifying the Chair's duties to eliminate the Chair's authority to supervise the day-to-day activities of employees if the District Manager is absent or unable to perform major responsibilities.
- Section D. 5. – Adding procedures requiring waivers of compensation and rescission of waivers of compensation to be made in writing to the Clerk of the Board.
- Section D. 6. – Adding a provision that members who miss 3 consecutive months of meetings they are deemed to have ceased discharging the duties of the office.
- Section F. – Amending the frequency of review for the Bylaws from every 6 months to every 2 years.

SUBJECT: Review and Bylaws of the Tulare Public Cemetery District

DATE: July 8, 2025

The amendments also include clerical, grammatical and formatting revisions, including but not limited to, changing all references from Office Manager to District Manager.

FISCAL IMPACT/FINANCING:

There are no fiscal impacts to the District related to these changes

ADMINISTRATIVE SIGN-OFF:

/s/ Jennifer M. Flores
Jennifer M. Flores
County Counsel

Cc: County Administrative Office
District Manager

ATTACHMENT(S) –

Attachment A – TCD Bylaws Adopted December 5, 2024

Attachment B – Amended TCD Bylaws

TULARE PUBLIC CEMETERY DISTRICT

BYLAWS

A. GENERAL

1. Formation

The Tulare Public Cemetery District is a public cemetery district formed on August 1, 1927, by resolution of the Tulare County Board of Supervisors and operates under the California Health & Safety Code along with other provisions of the laws of the State of California.

2. Purpose

The purpose of these Bylaws is to assist the Board of Trustees of the District as it sets policy and conducts the business and affairs of the District to help clarify and define the responsibilities of the officials of the District, and to supplement state law and to promote more specific guidelines for the actions of the Board of Trustees of the District by means which are fair, fiscally responsible, and protective of the interests of the people of the District. These Bylaws express the consensus of the Board as to policy matters covered but are not intended to be exhaustive nor are they intended to restrict the otherwise lawful authority of the Board. Notwithstanding any other term, provision or condition of these Bylaws, no otherwise lawful act of the Board or the officers of the District shall be invalidated by reason of any term, provision or condition of these Bylaws.

3. Roster of Public Agencies

Pursuant to Government Code section 53051, each time a change is made in the name of the District, the address of the District, or a change in the members of the governing board, a statement of facts will be filed with the Secretary of the State and the Tulare County Clerk within ten (10) days of the change.

4. Applicable Law

That which is contained in the applicable provisions of the California Health and Safety Code and applicable provisions of the California Government Code govern the actions of the District and its Board of Trustees.

B. ORGANIZATION

1. Board of Trustees

The District is governed by a Board of Trustees consisting of five members appointed by the Tulare County Board of Supervisors. The Trustees shall hold office for four years and until their

reappointment or appointment and qualification of their successors. All Trustees' terms shall commence at noon on the first Monday in January following appointment and end at the same time on the first Monday in January four years later. The Trustees' terms are currently staggered by the Board of Supervisors so that three terms expire in a single even-numbered year and two in a single odd-numbered year (2020 and 2021). On December 11, 2018, the Board of Supervisors took action to re-stagger the terms so they all end in even-numbered years. Accordingly, the terms which expire in 2021 will be followed by two one-year terms expiring in 2022. After that date, three terms will end in one even-numbered year, and two terms will end in the other even numbered year. (Health & Saf. Code, § 9024.)

2. Oath

Before entering on the duties of his or her office and after appointment to a new term each Trustee shall take (orally) and subscribe (sign) the oath or affirmation required by law before an officer authorized to certify oaths. The signed oath will be kept on file in the District office.

3. Officers

The officers of the Board of Trustees shall be a Chairperson, a Vice Chairperson, and a Secretary. The County Treasurer and/or Treasurer per Health & Safety Code § 9077 shall act as treasurer of the District. The Secretary may be a trustee or a District employee who shall be the Clerk as described in these Bylaws. No trustee shall hold more than one office. (Health & Saf. Code, § 9028.)

amended
May 23, 2024

4. Election of Officers

The Board shall elect officers at the first regular meeting of each calendar year. Officers may be re-elected to any number of consecutive terms. Upon the occurrence of a vacancy in one or more of the officer positions, the Board shall fill such vacancy by electing a new officer. (Health & Saf. Code, § 9028.) An officer may be removed from office by action of the Board of Trustees, and the Chairperson shall place an item for this purpose on the agenda at the request of a majority of the Board members.

amended
Sept 24, 2024

5. Vacancies and Resignations

The office of a member of the Board of Trustees shall become vacant upon the occurrence of any of the grounds set forth in Government Code section 1770. A resignation must be in writing and is effective when filed with the clerk of the Board of Supervisors. (Gov. Code, § 1750.)

6. Duties of the Trustees – General

The Trustees' duties shall be legislative in nature. They shall formulate and adopt policy, rules and regulations for the operation and management of the District.

a) The Trustees shall conduct their business for the public benefit, abiding by the Ralph M. Brown Act (Gov. Code, § 54950 et seq.) concerning the requirements for open meetings of legislative bodies of local governmental agencies in California.

b) They shall exercise sound and prudent judgment in conducting the business of the District and shall deal always in an ethical, honest, straightforward, open and aboveboard manner with the community, the District and the staff.

c) They shall in all ways prudently manage, preserve and account for the District's financial resources. They shall review and approve a budget annually. They shall provide, within applicable budget limitations, adequate personnel, equipment, and materials for the operation and maintenance of the Tulare Public Cemetery.

d) The Board shall establish Personnel Policies which shall provide for the recruitment, selection, retention, evaluation, discipline, and termination of District employees.

e) The Board shall employ a qualified, competent person as the District Manager who will manage, administer and supervise the District under the direction of the Board. The Manager shall serve at the will and pleasure of the Board. The Board shall conduct at least annual formal job appraisal reviews of the District Manager pursuant to a formal process which will be developed and documented.

f) The Board shall study ways of improving the District and the services the District provides.

g) The Board shall act collectively and the members will not individually involve themselves in the day-to-day operation of the District. They shall function as a Board, rather than as individuals, to adopt public policy and Board procedures for guidance of the Board and Staff.

h) They shall keep the District Manager informed of community reaction to the District's services and assist in building positive community relations.

i) The Board shall represent the District at official functions that pertain to the District as required.

j) The Board shall initiate legal action when appropriate, and shall vigorously defend the District as required.

k) It is the duty of the Chairperson to call a workshop meeting upon the appointment of any new Board Member. This is to benefit the newly appointed Trustee and acquaint him or her with the law governing public cemetery districts, District Bylaws, Policies and Procedures, Rules and Regulations, the Brown Act, the District annual budget, and current issues under study by the Board of Trustees.

7. Clerk of the Board

The Clerk of the Board shall be the District Manager or other appointee selected by the Board. He or she shall attend each regular meeting of the Board and shall maintain a record of all proceedings thereof as required by law. If the Clerk of the Board cannot attend a meeting, the Chairperson or the District Manager shall make arrangements to have someone in attendance to properly record the Board's proceedings.

It shall be the duty of the Clerk of the Board to attest all District resolutions. The Clerk of the Board shall also keep a record of Board agendas and Board action synopses. The Clerk is responsible for signing all legal documents and affixing the District seal as required. The Clerk is responsible for the publication of legal notices, appropriate action and certification and filing of documents, e.g., budgets, audits, resolutions, and other legal documents. The Clerk is responsible for receiving and answering all official Board correspondence, after appropriate consideration is given to the correspondence by the Board acting collectively.

C. MEETINGS

1. Regular Meetings

The regular meetings of the Board of Trustees shall normally be held on the fourth Thursday of each month, and shall normally commence at the hour of 5:30 P.M., at the District office. Notwithstanding the foregoing, the date, location and starting time of the meeting may be adjusted by order of the Chairperson to accommodate expected business or lack of a quorum, or for other sufficient reasons.

amended
Dec 5, 2024

2. Special Meetings

Special meetings may be called at any time by the Chairperson, or by a majority of the Trustees, by delivering personally or by mail, written notice of such meeting to each Trustee and by posting a notice and agenda of the meeting at least 24 hours before the time of such meeting. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered.

3. Emergency Meetings

Emergency meetings may be called without compliance with the 24-hour notice requirement in the case of any emergency situation involving matters upon which prompt action is necessary as set forth in Government Code section 54956.5.

4. **Closed Sessions**

Closed sessions may be held during a regular or special meeting. The general reason for a closed session must be made public as required by the Brown Act. Closed sessions not expressly authorized by the Brown Act are prohibited. Following a closed session, the Chairperson shall announce any action taken by the Board during such closed session to the extent such announcement is required by law.

5. **Quorum and Vote**

A majority of the Board (3 of 5) constitutes a quorum for the transaction of business and a majority of the total membership (3 of 5) is required to take action, regardless of whether there are any vacancies on the Board. The Board may take action by motion, resolution, or ordinance. (Health & Saf. Code, § 9030.)

6. **Meeting Procedures**

The Chairperson, when present, shall preside at all meetings of the Board, shall take the chair at the hour appointed for every board meeting and shall immediately call the members to order and proceed with the business of the Board. The proceedings of the Board shall be conducted with the provisions of law applicable thereto and generally accepted rules of order and parliamentary procedure, except as otherwise expressly established from time to time by a majority of the Board. Except as they conflict with the Government Code, Robert's Rules of Order (Newly Revised) shall govern all questions of procedures.

7. **Meeting Attendance**

Each member shall be in his or her respective seat at the hour set forth for each meeting and at the time set for any adjourned or special meeting. Any member not present when the Board is called to order shall be designated in the minutes as absent. If a member arrives after a meeting commences, the Clerk shall note his or her arrival in the minutes.

8. **Agenda Organization**

The business of each regular meeting of the Board shall be in the order as printed on the agenda or as directed by the Chairperson of the Board. Generally, this shall be as follows:

- a) Call to Order
- b) Roll Call
- c) Public Comment
- d) Trustee Comments
- e) Approval of Board Minutes of previous meetings
- f) Future Agenda Items
- g) District Manager's Report
- h) Approval of Financial Report

- i) Recess to Closed Session
- j) Reconvene to Open Session & Report
- k) Announcements
- l) Adjournment

9. Board Discussions

When any Board member wishes to speak, the Board member shall address the Chairperson. The Chairperson shall name the member who is first to speak and speakers shall confine their remarks to the questions under debate and avoid disparaging personal attacks or comments. The Chairperson may elect not to recognize a Board member to speak again until all other members have had an opportunity to be heard.

10. Motions and Seconds

Each motion made by any member of the Board shall require a second. Motions and seconds may be made by any member of the Board, including the Chairperson.

11. Roll Call Procedures

The Chairperson shall announce all formal votes for the record. A roll call vote will be used upon request by any trustee.

12. Agenda Preparation

The Chairperson shall direct the preparation of the agenda by the Clerk for the regular monthly meetings for delivery and posting no later than 72 hours prior to the meeting (Gov. Code, § 54954.2) or as required by the Board.

13. Agenda Contents

The Chairperson shall determine the items to be placed on the agenda except as otherwise provided in these bylaws. All appropriate materials relating to each matter shall be included in the packet. The agenda shall list the items for the Board's consideration by number with a brief statement of the subject matter sufficiently defined to apprise the public of the matter to be considered for each of the items. The agenda may include suggested actions or recommendations.

14. Agenda Distribution

Any written material(s) given to a majority of the Board must be made available to the general public, in compliance with Government Code section 54957.5, so long as those writings are public records. The exception to the obligation to provide the public with access to any writings distributed to the members of the Board are those that deal with matters properly discussed in

closed session or protected under Government Code section 6250 et seq., which are to remain confidential.

15. Audience Comment

Any member of the public wishing to address the Board shall first identify himself or herself and shall be limited to three minutes (6 minutes if a language interpreter is used) unless extended by the Chairperson. It is the Board's intent to accommodate all persons who wish to attend open public meetings.

16. Meeting Disruptions

All demonstrations during meetings, including cheering, yelling, whistling, hand clapping, and foot stomping are prohibited. The exception to the right of the public to attend all meetings of the Board applies to those who attempt to disrupt the conduct of the meeting. In the event that any meeting is willfully disrupted, by a group or groups of persons, so as to render the orderly conduct of such meeting infeasible, and order cannot be restored by the removal of the individuals who are willingly interrupting the meeting, the Board may order the meeting room cleared and continue in session. However, only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press and other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this exception. (Gov. Code, § 54957.9.)

D. POWERS, DUTIES, AND COMPENSATION

1. Chairperson

The Chairperson shall possess the powers and perform the duties prescribed as follows:

- a) The Chairperson shall have general direction over the Board room.
- b) The Chairperson shall supervise the day-to-day activities of the District's management employee(s) in the event the district manager is unavailable or unable to perform major responsibilities. No other Trustee shall supervise or direct any employee of the District without delegation by the Chairperson or the Board. The Chairperson shall be responsible for responding to, and taking or directing others to take appropriate action necessary as a result of events or occurrences which do not require action by the Board, but which are beyond the authority of the staff, or for which the staff seeks or requires assistance.
- c) The Chairperson shall preserve order and decorum; prevent demonstrations; and in accordance with the law, order removal from the Board room any person whose conduct is deemed objectionable; and order the Board room cleared whenever deemed necessary. (Gov. Code, § 54957.9.)
- d) The Chairperson may allocate the length of time for public discussion of any

amended
July 23, 2024

matter in advance of such discussion with the concurrence of the Board. (Gov. Code, § 54954.3.)

e) The Chairperson shall be the official spokesperson for the Board and the principal contact with other governmental agencies, legal counsel and the press, unless the Board delegates this authority to another.

f) The Chairperson shall appoint committees of the Board as deemed necessary.

2. Vice-Chairperson

In the absence or unavailability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

3. Treasurer

In the event that all District funds are withdrawn from the county's custody, a treasurer shall be appointed and shall be bonded. The treasurer will be responsible for accounting for all funds and for regularly preparing and making reports to the Board regarding the District's finances. (Health and Saf. Code, § 9077.)

4. Trustees

Each Trustee shall be entitled to request information and assistance from the District. Financial or legal advice shall be obtained only through the Board or the staff acting at the direction of the Board or within their authority as employees.

5. Board Compensation

In order to comply with the requirements of Health and Safety Code section 9031, which requires the compensation of the Trustees to be set by ordinance or resolution, these Bylaws are deemed to have been adopted by resolution. The Trustees shall receive one hundred dollars (\$100.00) for each regular meeting of the Board of Trustees attended, and twenty-five dollars (\$25.00) for each special board meeting attended, unless a special board meeting is held the same day as a regular board meeting, in which case no additional compensation shall be paid, and for required training attended, not to exceed a total of four hundred dollars (\$400.00) in any calendar month. Trustees shall be allowed actual and necessary traveling and incidental expenses incurred in the performance of official business of the District, as approved by the Board. (Health & Saf. Code, § 9031.)

6. **Notification of Impending Absence**

If any member of the Board is unable to attend a meeting, the Board member shall, if possible, notify the Board Chairperson, the District Manager, or Clerk of the Board or designated representative prior to the meeting.

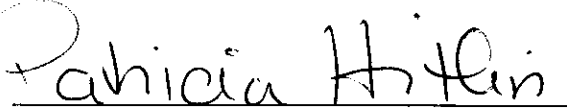
E. DISTRICT EXPENDITURE POLICY

Expenditures of the District shall be made only in accordance with the District's Expenditure Policy as adopted by the Board. Such Expenditure Policy shall include at a minimum, contracting, purchasing and disposition of property policy.

F. AMENDMENT OF BYLAWS

These Bylaws shall be reviewed bi-annually. Bylaws may be amended at any Board meeting by a simple majority vote.

ATTEST: BOARD OF TRUSTEES

By: 
Secretary

History

Adopted October 2, 2017.
Amended: April 18, 2018;
September 19, 2018;
February 20, 2019,
April 24, 2019,
October 29, 2019,
September 2, 2021'
May 23, 2024,
July 23, 2024,
September 24, 2024,
December 5, 2024

TULARE PUBLIC CEMETERY DISTRICT

BYLAWS

A. GENERAL

1. Formation

The Tulare Public Cemetery District is a public cemetery district formed on August 1, 1927, by resolution of the Tulare County Board of Supervisors and operates under the California Health & Safety Code along with other provisions of the laws of the State of California.

2. Purpose

The purpose of these Bylaws is to assist the Board of Trustees of the District as it sets policy and conducts the business and affairs of the District to help clarify and define the responsibilities of the officials of the District, and to supplement state law and to promote more specific guidelines for the actions of the Board of Trustees of the District by means which are fair, fiscally responsible, and protective of the interests of the people of the District. These Bylaws express the consensus of the Board as to policy matters covered but are not intended to be exhaustive nor are they intended to restrict the otherwise lawful authority of the Board. Notwithstanding any other term, provision or condition of these Bylaws, no otherwise lawful act of the Board or the officers of the District shall be invalidated by reason of any term, provision or condition of these Bylaws.

3. Roster of Public Agencies

Pursuant to Government Code ~~section §~~ 53051, each time a change is made in the name of the District, the address of the District, or a change in the membership of the governing board, a statement of facts will be filed with the Secretary of the State and the Tulare County Clerk within ten (10) days of the change.

4. Applicable Law

That which is contained in the applicable provisions of the California ~~Health and Safety Code~~ **Health & Safety Code** and applicable provisions of the California Government Code govern the actions of the District and its Board of Trustees.

B. ORGANIZATION

1. Board of Trustees

The District is governed by a Board of Trustees consisting of five ~~members-trustees~~ appointed by the Tulare County Board of Supervisors. The Trustees shall hold office for four years and until

their reappointment or appointment and qualification of their successors. All Trustees' terms shall commence at noon on the first Monday in January following appointment and end ~~at the same time~~ 11:59 am on the first Monday in January four years later. The Trustees' terms are currently staggered by the Board of Supervisors so that three terms expire in a single even-numbered year and two in a single odd-numbered year (2020 and 2021). On December 11, 2018, the Board of Supervisors took action to re-stagger the terms so they all end in even-numbered years. Accordingly, the terms which expire in 2021 will be followed by two one-year terms expiring in 2022. After that date, three terms will end in one even-numbered year, and two terms will end in the other even-numbered year. (Health & Saf. Code, § 9024.)

2. Oath

Before entering on the duties of his or her office and after appointment to a new term each Trustee shall take (orally) and subscribe (sign) the oath or affirmation required by law before an officer authorized to certify oaths. The signed oath will be kept on file in the District office.

3. Officers

The officers of the Board of Trustees shall be a ~~Chairperson~~ Chair, a ~~Vice-Chairperson~~ Vice Chair, and a Secretary. The County Treasurer and/or Treasurer per Health & Safety Code § 9077 shall act as treasurer of the District. The Secretary may be a trustee or a District employee who shall be the Clerk as described in these Bylaws. No trustee shall hold more than one office. (Health & Saf. Code, § 9028.)

4. Election of Officers

The Board shall elect officers at the first regular meeting of each calendar year. Officers may be re-elected to any number of consecutive terms. Upon the occurrence of a vacancy in one or more of the officer positions, the Board shall fill such vacancy by electing a new officer. (Health and Saf. Code, §§ 9028.) An officer may be removed from office by action of the Board of Trustees, and the ~~Chairperson~~ Chair shall place an item for this purpose on the agenda at the request of any ~~Board member~~ Trustee.

5. Vacancies and Resignations

The office of a member of the Board of Trustees shall become vacant upon the occurrence of any of the grounds set forth in Government Code ~~section §~~ 1770. A resignation must be in writing and is effective when filed with the clerk of the Board of Supervisors. (Gov. Code, § 1750.)

6. Duties of the Trustees – General

The Trustees' duties shall be legislative in nature. They shall formulate and adopt policy, rules and regulations for the operation and management of the District.

- a. The Trustees shall conduct their business for the public benefit, abiding by the Ralph M. Brown Act ("Brown Act") (Gov. Code, § 54950 et seq.) concerning the

requirements for open meetings of legislative bodies of local governmental agencies in California.

- b. They shall exercise sound and prudent judgment in conducting the business of the District and shall deal always in an ethical, honest, straightforward, open and aboveboard manner with the community, the District and the staff.
- c. They shall in all ways prudently manage, preserve and account for the District's financial resources. They shall review and approve a budget annually. They shall provide, within applicable budget limitations, adequate personnel, equipment, and materials for the operation and maintenance of the Tulare Public Cemetery.
- d. The Board shall establish Personnel Policies which shall provide for the recruitment, selection, retention, evaluation, discipline, and termination of District employees.
- e. The Board shall employ a qualified, competent person as the ~~Office-District~~ Manager who will manage, administer and supervise the District under the direction of the Board. The Manager shall serve at the will and pleasure of the Board. The Board shall conduct at least annual formal job appraisal reviews of the ~~Office-District~~ Manager pursuant to a formal process which will be developed and documented.
- f. The Board shall study ways of improving the District and the services the District provides.
- g. The Board shall act collectively and the members will not individually involve themselves in the day-to-day operation of the District. They shall function as a Board, rather than as individuals, to adopt public policy and Board procedures for guidance of the Board and Staff.
- a. They shall keep the ~~Office-District~~ Manager informed of community reaction to the District's services and assist in building positive community relations.
- h. The Board shall represent the District at official functions that pertain to the District as required.
- i. The Board shall initiate legal action when appropriate and shall vigorously defend the District as required.
- j. It is the duty of the ~~Chairperson~~Chair to call a workshop meeting upon the appointment of any new ~~Board-Member~~Trustee. This is to benefit the newly appointed Trustee and acquaint him or her with the law governing public cemetery districts, District Bylaws, Policies and Procedures, Rules and Regulations, the Brown Act, the District annual budget, and current issues under study by the Board of Trustees.

7. Clerk of the Board

The Clerk of the Board shall be the ~~Secretary, Office-District~~ Manager or other appointee selected by the Board. He or she shall attend each regular meeting of the Board and shall maintain a record of all proceedings thereof as required by law. If the Clerk of the Board cannot attend a meeting, the ~~Chairperson~~Chair or the ~~Office-District~~ Manager shall make arrangements to have someone in attendance to properly record the Board's proceedings.

It shall be the duty of the Clerk of the Board to attest all District resolutions. The Clerk of the Board shall also keep a record of Board agendas and Board action synopses. The Clerk is responsible for signing all legal documents and affixing the District seal as required. The Clerk is responsible for the publication of legal notices, appropriate action and certification and filing of documents, e.g., budgets, audits, resolutions, and other legal documents. The Clerk is responsible for receiving and answering all official Board correspondence, after appropriate consideration is given to the correspondence by the Board acting collectively.

C. MEETINGS

1. Regular Meetings

The regular meetings of the Board of Trustees shall ~~normally~~ be held ~~on the fourth Thursday of each month and shall normally commence at the hour of 5 P.M., at the District office at regular intervals as set by the Board by resolution.~~ Notwithstanding the foregoing, the date, location and starting time of the meeting may be adjusted by order of the ~~Chairperson~~Chair to accommodate expected business or lack of a quorum, or for other sufficient reasons.

2. Special Meetings

Special meetings may be called at any time by the ~~Chairperson~~Chair, or by a majority of the Trustees, by delivering personally or by mail, written notice of such meeting to each Trustee. ~~Special meetings shall be noticed and held in compliance with the Brown Act. (See Gov. Code § 54956). and by posting a notice and agenda of the meeting at least 24 hours before the time of such meeting. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered.~~

3. Emergency Meetings

Emergency meetings may be called ~~without compliance with the 24-hour notice requirement in the case of any emergency situation involving matters upon which prompt action is necessary as set forth in Government Code section 54956.5 at any time by the Chair in a manner set forth in the Brown Act. (See Gov. Code § 54956.5)~~

4. Closed Sessions

Closed sessions may be held during a regular or special meeting. The general reason for a closed session must be made public as required by the Brown Act. Closed sessions not expressly authorized by the Brown Act are prohibited. Following a closed session, the ~~Chairperson~~Chair shall announce any action taken by the Board during such closed session to the extent such announcement is required by law.

5. Quorum and Vote

A majority of the Board (3 of 5) constitutes a quorum for the transaction of business and a majority of the total membership (3 of 5) is required to take action, regardless of whether there are any vacancies on the Board. The Board may take action by motion, resolution, or ordinance. (Health & Saf. Code, § 9030.)

6. Meeting Procedures

The ~~Chairperson~~Chair, when present, shall preside at all meetings of the Board, shall take the chair at the hour appointed for every board meeting and shall immediately call the members to order and proceed with the business of the Board. The proceedings of the Board shall be conducted with the provisions of law applicable thereto and generally accepted rules of order and parliamentary procedure, except as otherwise expressly established from time to time by a majority of the Board. Except as they conflict with the Government Code, ~~Robert's Rules of Order (Newly Revised)~~Rosenberg's Rules of Order shall govern all questions of procedures.

7. Meeting Attendance

Each member shall be in his or her respective seat at the hour set forth for each meeting and at the time set for any adjourned, ~~or special meeting, or emergency meeting~~. Any member not present when the Board is called to order shall be designated in the minutes as absent. If a member arrives after a meeting commences, the Clerk shall note ~~his or her~~the trustee's arrival in the minutes.

8. Agenda Organization

The business of each regular meeting of the Board shall be in the order as printed on the agenda or as directed by the ~~Chairperson~~Chair of the Board. Generally, this shall be as follows:

- a. Call to Order
- b. Roll Call
- c. Public Comment
- d. Trustee Comments
- e. Approval of Board Minutes of previous meetings
- f. Possible Action Items
- a. District Manager's Report
- g. Approval of Claims

- h. Recess to Closed Session
- i. Reconvene to Open Session & Report
- j. Announcements
- k. Adjournment

9. Board Discussions

When any ~~Board member~~Trustee wishes to speak, the ~~Board member~~Trustee shall address the ~~Chairperson~~Chair. The ~~Chairperson~~Chair shall name the member who is first to speak and speakers shall confine their remarks to the questions under debate and avoid disparaging personal attacks or comments. The ~~Chairperson~~Chair may elect not to recognize a ~~Board member~~Trustee to speak again until all other members have had an opportunity to be heard.

10. Motions and Seconds

Each motion made by any member of the Board shall require a second. Motions and seconds may be made by any member of the Board, including the ~~Chairperson~~Chair.

11. Roll Call Procedures

The ~~Chairperson~~Chair shall announce all formal votes for the record. A roll call vote will be used upon request by any trustee.

12. Agenda Preparation

The ~~Chairperson~~Chair shall direct the preparation of the agenda by the Clerk for the regular monthly meetings for delivery and posting no later than 72 hours prior to the meeting (Gov. Code, § 54954.2) or as required by the Board.

13. Agenda Contents

The ~~Chairperson~~Chair shall determine the items to be placed on the agenda except as otherwise provided in these bylaws. All appropriate materials relating to each matter shall be included in the packet. The agenda shall list the items for the Board's consideration by number with a brief statement of the subject matter sufficiently defined to apprise the public of the matter to be considered for each of the items. The agenda may include suggested actions or recommendations.

14. Agenda Distribution

Any written material(s) given to a majority of the Board must be made available to the general public, in compliance with Government Code section 54957.5, so long as those writing are public records. The exception to the obligation to provide the public with access to any writings distributed to the members of the Board are those that deal with matters properly discussed in

closed session or protected under Government Code section 6250 et seq., which are to remain confidential.

15. Public Comment

~~Any member of the public wishing to address the Board shall first identify himself or herself and shall be limited to three minutes (6 minutes if a language interpreter is used) unless extended by the Chairperson.~~ It is the Board's intent to accommodate all persons who wish to attend its open public meetings. In accordance with Government Code § 54954.3, the Board of Trustees may adopt reasonable regulations to ensure the public's right to comment is carried out efficiently. These regulations may include limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. As of the adoption of these Bylaws, the Board of Trustees shall be deemed to have adopted the following regulations regarding public comment:

- a. Any person addressing the Board on matters appearing on the agenda and on matters not appearing on the agenda within the subject matter jurisdiction of this Board will be limited to a maximum of 3 minutes or 6 minutes if an interpreter is required.
- b. The total public comment time allotted for individual items appearing on the Board's agenda or during the general public comment period for matters not appearing on the agenda will be limited to a total of 15 minutes.
- c. The total time allotted for public comments may be increased by the Chair in circumstances where an interpreter is required.

16. Meeting Disruptions

~~All demonstrations during meetings, including cheering, yelling, whistling, hand clapping, and foot stomping are prohibited.~~ The exception to the right of the public to attend all meetings of the Board applies to those who attempt to disrupt the conduct of the meeting. In the event that any meeting is willfully disrupted, by a group or groups of persons, so as to render the orderly conduct of such meeting infeasible, and order cannot be restored by the removal of the individuals who are willingly interrupting the meeting, the Board may order the meeting room cleared and continue in session. However, only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press and other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this exception. (Gov. Code, § 54957.9.)

D. POWERS, DUTIES, AND COMPENSATION

1. Chair

The ~~Chairperson~~Chair shall possess the powers and perform the duties prescribed as follows:

a. The ~~Chairperson~~Chair shall have general direction over the Board room.

~~b) The Chairperson shall supervise the day-to-day activities of the District's management employee(s) in the event the district manager is unavailable or unable to perform major responsibilities. No other Trustee shall supervise or direct any employee of the District without delegation by the Chairperson or the Board. The Chairperson shall be responsible for responding to, and taking or directing others to take appropriate action necessary as a result of, events or occurrences which do not require action by the Board, but which are beyond the authority of the staff, or for which the staff seeks or requires assistance.~~

~~b. e)~~ The ~~Chairperson~~Chair shall preserve order and decorum; prevent demonstrations; and in accordance with the law, order removal from the Board room any person whose conduct is deemed objectionable; and order the Board room cleared whenever deemed necessary. (Gov. Code, § 54957.9.)

~~a. d)~~ The ~~Chairperson~~Chair may allocate the length of time for public discussion of any matter in advance of such discussion with the concurrence of the Board. (Gov. Code, § 54954.3.)

~~b. e)~~ The ~~Chairperson~~Chair shall be the official spokesperson for the Board and the principal contact with other governmental agencies, legal counsel and the press, unless the Board delegates this authority to another.

~~c. f)~~ The ~~Chairperson~~Chair shall appoint members to any committees ~~of authorized by~~ the Board as deemed necessary.

2. ~~Vice-Chairperson~~Chair

In the absence or unavailability of the ~~Chairperson~~Chair to act, the Vice-~~Chairperson~~Chair shall act as ~~Chairperson~~Chair.

3. Treasurer

—In the event that all District funds are withdrawn from the county's custody, a treasurer shall be appointed and shall be bonded. The treasurer will be responsible for accounting for all funds and for regularly preparing and making reports to the Board regarding the District's finances. (Health ~~and~~ & Saf. Code, § 9077.)

4. Trustees

—Each Trustee shall be entitled to request information and assistance from the District. Financial or legal advice shall be obtained only through the Board or the staff acting at the direction of the Board or within their authority as employees.

5. Board Compensation

~~In order to~~To comply with the requirements of ~~Health and Safety Code~~Health & Safety Code ~~section §~~ 9031, which requires the compensation of the Trustees to be set by ordinance or resolution, these Bylaws are deemed to have been adopted by resolution. The Trustees shall receive one hundred dollars (\$100.00) for each regular meeting of the Board of Trustees attended, and twenty-five dollars (\$25.00) for each special board meeting attended, unless a special board meeting is held the same day as a regular board meeting, in which case no additional compensation shall be paid, and for required training attended, not to exceed a total of four hundred dollars (\$400.00) in any calendar month. Trustees shall be allowed actual and necessary traveling and incidental expenses incurred in the performance of official business of the District, as approved by the Board. (Health & Saf. Code, § 9031-) Any trustee may waive compensation or rescind a waiver of compensation by notifying the Clerk of the Board in writing and providing the effective date of such waiver or rescission.

6. Notification of Impending Absence

If any member of the Board is unable to attend a meeting, the ~~Board member~~Trustee shall, ~~if possible,~~ notify the Board ~~Chairperson~~Chair, the ~~Office-District~~ Manager, or Clerk of the Board or designated representative at least 24-hours, when reasonably possible, prior to the meeting. Such notice shall specify the trustee's anticipated length of absence. A trustee's failure to attend a meeting for three consecutive months, except as excused by this section, shall be deemed to have ceased discharging the duties of the office for that same period.

E. DISTRICT EXPENDITURE POLICY

Expenditures of the District shall be made only in accordance with the District's Expenditure Policy as adopted by the Board. Such Expenditure Policy shall include at a minimum, contracting, purchasing and disposition of property policy.

F. AMENDMENT OF BYLAWS

These Bylaws shall be reviewed ~~biennially~~bi-annually. Bylaws may be amended at any Board meeting by a simple majority vote.

ATTEST: BOARD OF TRUSTEES

By: _____
Secretary

History: Adopted October 2, 2017-

Amended April 18, 2018;
September 19, 2018;
February 20, 2019;
April 24, 2019
October 29, 2019;
September 2, 2021
May 23, 2024
July 23, 2024
September 24, 2024
December 5, 2024



TULARE PUBLIC CEMETERY DISTRICT

AGENDA ITEM

TRUSTEES

LARRY MICARI
Trustee

PETE VANDER POEL
Trustee

AMY SHUKLIAN
Trustee

EDDIE VALERO
Trustee

DENNIS TOWNSEND
Trustee

AGENDA DATE: July 8, 2025

SUBJECT: Request to adopt a resolution authorizing the Chair, Vice Chair, or designee to sign documents required by the County Auditor/Treasurer to disburse funds to the District.

REQUEST(S):

That the Board of Trustees:

1. Authorize the Chair and Vice Chair to sign documents required by the County Auditor/Treasurer to disburse funds to the District.
2. Authorize any Trustee to sign documents required by the County Auditor/Treasurer to disburse funds to the District when the Chair and/or Vice Chair are unavailable.
3. Require the signature of two Trustees to submit documents required by the County Auditor/Treasurer to disburse funds to the District.

SUMMARY:

The County Auditor requires a Payment Voucher Request (PVQ) and a Special District Order to Disburse Funds to be submitted in order to release funds from the County Treasury to the District. These documents may only be signed by individuals designated by the Board of Trustees to sign on behalf of the District.

Presently, there is no Trustee designated to sign these documents on behalf of the District. As a best practice, staff recommends requiring a minimum of two Trustees to sign these documents as a measure to protect against fraud and mismanagement.

In addition, while every attempt will be made to obtain authorized signatures of the Chair and Vice Chair, there may be occasions where availability does not allow for the Chair and Vice Chair to sign. Therefore, staff requests that the other Trustees be authorized to sign these documents when the Chair and/or Vice Chair is unavailable to sign.

FISCAL IMPACT/FINANCING:

There is no fiscal impact to the District associated with this request.

SUBJECT: Request to adopt a resolution authorizing the Chair, Vice Chair, or other Trustee to sign documents required by the County Auditor/Treasurer to disburse funds to the District.

DATE: July 8, 2025

ADMINISTRATIVE SIGN-OFF:

/s/ Clara Bernardo
Clara Bernardo
District Manager

Cc: County Administrative Office

ATTACHMENT(S) –

Attachment A – Sample Special District Order to Disburse Funds

Attachment B – Sample Payment Voucher Request Form (PVW)



TULARE PUBLIC CEMETERY DISTRICT

AGENDA ITEM

TRUSTEES

LARRY MICARI
Trustee

PETE VANDER POEL
Trustee

AMY SHUKLIAN
Trustee

EDDIE VALERO
Trustee

DENNIS TOWNSEND
Trustee

AGENDA DATE: July 8, 2025

SUBJECT: Request to adopt a resolution to designate the authorized signers on the District's Bank of Sierra checking account and appoint a new account administrator

REQUEST(S):

That the Board of Trustees:

1. Remove Steven Presant, Carlos Ramos, and Trish Hitlin as authorized signers of the District's Bank of the Sierra checking account.
2. Designate the Chair, Vice Chair, and Secretary of the Board of Trustees as authorized signers of the District's Bank of Sierra checking account.
3. Appoint a new administrator to the District's Bank of the Sierra checking account.

SUMMARY:

The Tulare Public Cemetery District maintains a checking account with the Bank of the Sierra to allow for prompt payment of district expenses. With the appointment of the new District Board of Trustees, the Board must take action to remove the existing authorized signers and replace them with new authorized signers on the account. The new authorized signers will have the ability to sign checks on behalf of the District. In addition, the District must appoint a new administrator to the District's checking account.

FISCAL IMPACT/FINANCING:

There is no fiscal impact to the District associated with this request.

ADMINISTRATIVE SIGN-OFF:

/s/ Clara Bernardo
Clara Bernardo
District Manager

Cc: County Administrative Office



TULARE PUBLIC CEMETERY DISTRICT

AGENDA ITEM

TRUSTEES

LARRY MICARI
Trustee

PETE VANDER POEL
Trustee

AMY SHUKLIAN
Trustee

EDDIE VALERO
Trustee

DENNIS TOWNSEND
Trustee

AGENDA DATE: July 8, 2025

SUBJECT: Request to rescind Resolution 2024/2025-2 to withdraw funds from the control of the County Treasury

REQUEST(S):

That the Board of Trustees:

1. Rescind Resolution 2024/2025-2 regarding the withdrawal of funds from the control of the County Treasury.

SUMMARY:

On December 5, 2024, the District Board of Trustees adopted a resolution to withdraw funds in Fund 772 from the control of the County Treasurer pursuant to Health & Safety Code section 9077. However, upon further review, it was determined that by adopting such resolution the District would be required to withdraw all funds from the County Treasury and could not limit withdrawal to a single fund line. Therefore, staff recommends the Board of Trustees rescind its prior resolution so that District funds may remain with the County Treasury. District staff will continue to work with the County Treasury, County Administrative Office, and Counsel to identify alternate methods that would allow the District to fund its day-to-day operations more efficiently.

FISCAL IMPACT/FINANCING:

There is no fiscal impact to the District.

ADMINISTRATIVE SIGN-OFF:

/s/ Clara Bernardo
Clara Bernardo
District Manager

Cc: County Administrative Officer

Attachment A – Resolution 2024/2025-2



TULARE PUBLIC CEMETERY DISTRICT

AGENDA ITEM

TRUSTEES

LARRY MICARI
Trustee

PETE VANDER POEL
Trustee

AMY SHUKLIAN
Trustee

EDDIE VALERO
Trustee

DENNIS TOWNSEND
Trustee

AGENDA DATE: July 8, 2025

SUBJECT: Receive a presentation on Trustee Compensation and Waiver Procedures

REQUEST(S):
That the Board of Trustees:

1. Receive a presentation on Trustee Compensation and Waiver Procedures

SUMMARY:

All Trustees are authorized to receive compensation for attendance at regular and special meetings of the Board of Trustees. The District Bylaws allow Trustees to receive \$100 for each regular meeting the Trustee attends and \$25 for each special board meeting the Trustee attends, not to exceed \$400 in any calendar month. In the event a special meeting is scheduled on the same day as a regular meeting, the Trustee shall not receive the additional \$25 for attendance at the special meeting. Trustees shall also be allowed actual and necessary traveling and incidental expenses incurred in the performance of official business of the District as approved by the Board.

Any Trustee may waive compensation by submitting a waiver in writing to the Clerk of the Board, which shall include the effective date of the waiver. In the event a Trustee wishes to rescind their waiver, the Trustee must submit that rescission in writing to the Clerk of the Board, which shall include the effective date of the rescission. Effective dates of rescissions may not be retroactive.

FISCAL IMPACT/FINANCING:

There is not fiscal impact to the District in making this presentation.

ADMINISTRATIVE SIGN-OFF:

/s/ Clara Bernardo
Clara Bernardo
District Manager

SUBJECT: Receive a presentation on Trustee Compensation and Waiver Procedures

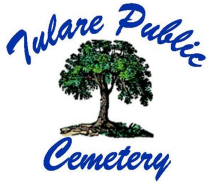
DATE: July 8, 2025

Cc: County Administrative Officer

ATTACHMENT(S) –

Attachment A – Waiver of Compensation Form

Attachment B – Rescission of Waiver of Compensation Form



TULARE PUBLIC CEMETERY DISTRICT

WAIVER OF COMPENSATION

TRUSTEES

LARRY MICARI
Trustee

PETE VANDER POEL
Trustee

AMY SHUKLIAN
Trustee

EDDIE VALERO
Trustee

DENNIS TOWNSEND
Trustee

I, _____, hereby waive my right to compensation as a member of the Tulare Public Cemetery District Board of Trustees for attendance at the following meetings pursuant to the Tulare Public Cemetery District Bylaws and Health & Safety Code § 9031.

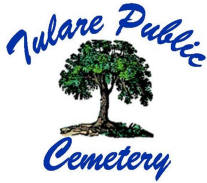
- ☐ Any regular meeting of the Tulare Public Cemetery District
- ☐ Any special meeting of the Tulare Public Cemetery District
- ☐ The following regular or special meetings of the Tulare Public Cemetery District:

This waiver shall remain in effect until terminated in writing by me.

Signature: _____

Date: _____

Received by the Clerk of the Board:



TULARE PUBLIC CEMETERY DISTRICT

RESCISSION OF WAIVER OF COMPENSATION

TRUSTEES

LARRY MICARI
Trustee

PETE VANDER POEL
Trustee

AMY SHUKLIAN
Trustee

EDDIE VALERO
Trustee

DENNIS TOWNSEND
Trustee

I, _____, hereby rescind my waiver of compensation as a member of the Tulare Public Cemetery District Board of Trustees pursuant to the Tulare Public Cemetery District Bylaws. This rescission is effective for the following future meetings.

- ☐ Any regular meeting of the Tulare Public Cemetery District
- ☐ Any special meeting of the Tulare Public Cemetery District
- ☐ The following regular or special meetings of the Tulare Public Cemetery District:

Signature: _____

Date: _____

Received by the Clerk of the Board:



TULARE PUBLIC CEMETERY DISTRICT

AGENDA ITEM

TRUSTEES

LARRY MICARI
Trustee

PETE VANDER POEL
Trustee

AMY SHUKLIAN
Trustee

EDDIE VALERO
Trustee

DENNIS TOWNSEND
Trustee

AGENDA DATE: July 8, 2025

SUBJECT: Presentation by District Manager regarding district operations

REQUEST(S):

That the Board of Trustees:

1. Receive a presentation by the District Manager regarding District operations.

SUMMARY:

The District Manager will provide an overview to the Board of Trustees regarding District operations. The presentation will cover topics such as the cemetery fund accounts, cemetery interment options, plot selections and interment procedures, and the interment count.

FISCAL IMPACT/FINANCING:

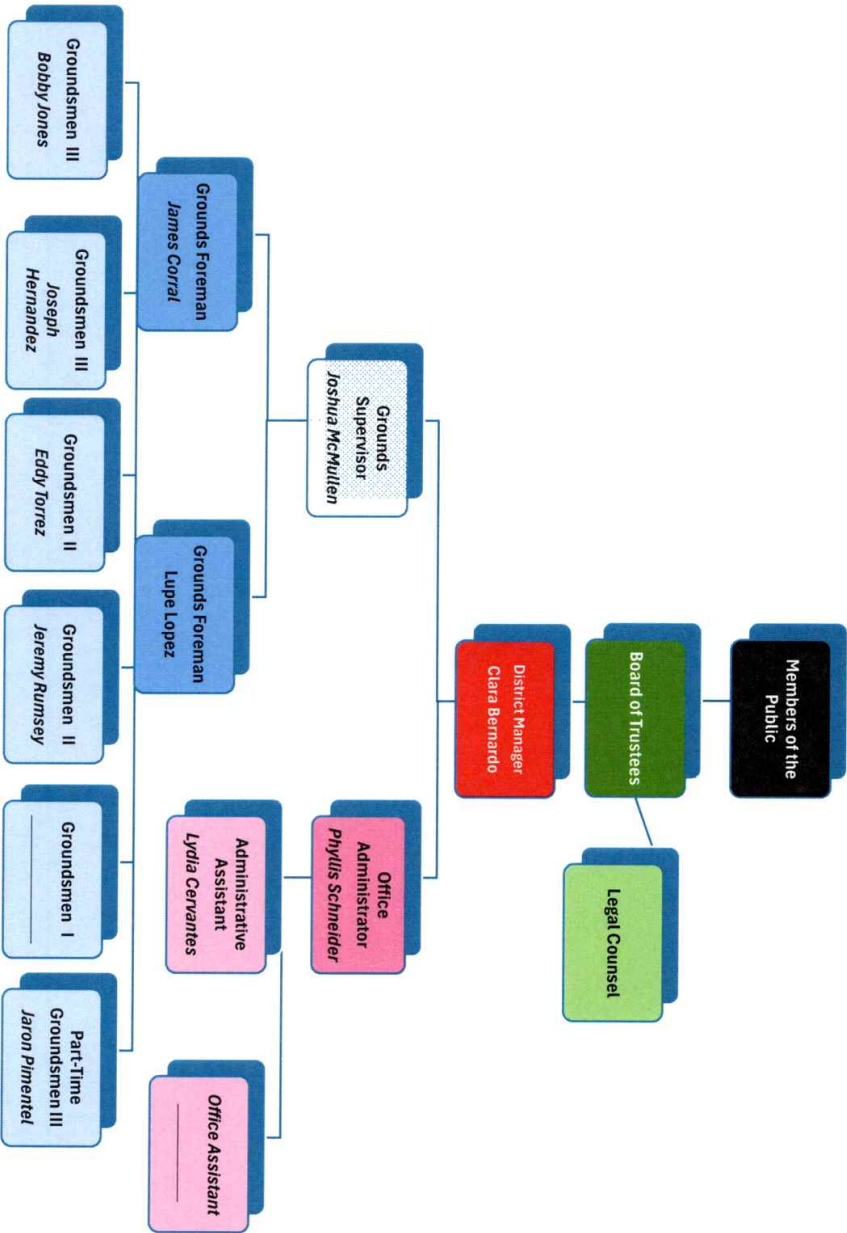
There is no fiscal impact to the District.

ADMINISTRATIVE SIGN-OFF:

/s/ Clara Bernardo
Clara Bernardo
District Manager

Cc: County Administrative Officer

Tulare Public Cemetery District - Current Organizational Chart



***Grounds Crew Total including the Grounds Supervisor is set for 8

1 Grounds Supervisor who leads all the crew and the grounds

2 Grounds Foreman - 1 Foreman leads the Kern Cemetery Location and the other leads the North J Cemetery Location

***1 Groundsmen position to be filled

1 Part - Time Groundsmen III - Previous full-time employee who works approximately 6-10 hrs a week

***Office Crew Total including the District Manager is set for 4

1 District Manager

1 Office Administrator who is also the Family Coordinator

1 Administrative Assistant handles all incoming calls and assists families at the front desk with their needs

1 Office Assistant position to be filled

Kern Cemetery – 44 acres

- 4 Grounds Crew = 160 hours for 5 day work week

North Cemetery – 12 acres - 3 Grounds Crew

- 3 Grounds Crew = 120 hours for 5 day work week

Break hours –

15 minutes x 2 breaks = 30 min. x 7 crew = 3.5 hours x 5 days=

17.50 deduct from working hours

Total = 262 ½ hours of crew hours to work – 5 day work week
(52 ½ hours per day of crew hours)

Mowing and trimming 1.5 hours per acre – 2 people = 3 hours

Kern - 44 x 3 = 132 hours North - 12 x 3 = 36 hours

Burials:

Includes: verification of grave, dig, level grave, install vault, set-up of service and leveling, take down, close grave, flowers off stands and laying down, completion of paperwork

These hours based on everything running smoothly, no water lines breaks while digging, no vaults breaking in transfer, grounds are not effected by weather conditions, no equipment failure, etc.

(Process is usually a 2 day process)

***Single Burial / Baby – 4.25 hours – 2 people = 8.5 hours**

***Double Depth – 6.75 hours – 2 people = 13.50 hours**

***Cremation Burial – 1 ½ hours - 2 people = 3 hours**

***Niche Inurnment – 30 min – 2 people = 1 hours**

***Disinterment – each is different anywhere from 8 – 16 hours /
2 to a 3 grounds crew and not including reinterment**

Duties include but not limited to:

- *Mow**
 - *Weed eat / Edge**
 - *Appointments w/family for Selection/Sales of Plots while working alongside office staff**
 - *Conducts Interment Verification procedures**
 - *Locating Graves for Office**
 - *Locating Graves for Visitors**
 - *Monitor sprinkler system and schedule broken sprinklers repairs**
 - *Gopher Control**
 - *Spraying/Spreading of Pesticide / Herbicide**
 - *Weed control – spraying around headstones**
 - *Pruning shrubs /roses etc.**
 - *Seed Grass**
 - *Fertilizing lawn**
 - *Aerate Lawn**
 - *Grave subside – fill ins**
 - *Headstone – lift and level**
 - *Headstone – resets**
 - *Water line – repairs**
 - *Tree maintenance – trimming -clean up and Tree removals & planting**
 - *Trash on and around grounds clean-up**
 - *Vase opening – cleaning for families upon request**
 - *Landscape clean-up areas**
 - *Equipment maintenance – basic**
 - * Pressure Wash equipment and vehicles as instructed**
 - *Special Event set-ups**
 - *Taking inventory**
 - *Maintain Shop & storage shed in a safe and clean manner**
 - * Safety Meetings**
 - *Complete Work Orders requested by family**
 - *Paperwork completion for burials etc**
-

- * Load dirt as requested for visitors (truckloads, etc)**
- *Repaint numbers on curb (identify rows)**
- *Flower & Decoration clean-ups**
- *Watchful eye on non-visitors (many times verbally asking them to leave and escorting them off the grounds – following them until they are gone)**

CEMETERY INTERMENT / INURNMENT & ENTOMBMENT OPTIONS

Columbaria

NICHE

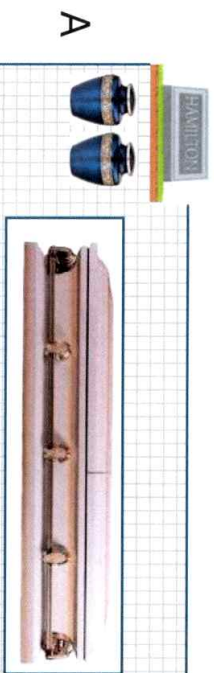


Full Regular Size Grave - Size 4 width x 8 length

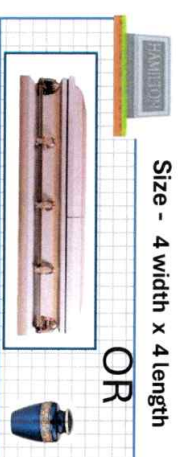
(Depth Approx. – Single 5ft - Double 7ft /premium vault 8ft)

Baby Grave Section

Size - 4 width x 4 length



(A) A single depth burial – casket & up to 2 Urns under headstone side by side

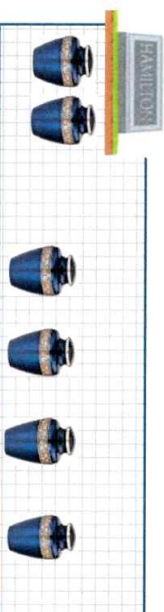


Rose Garden

Ossuary

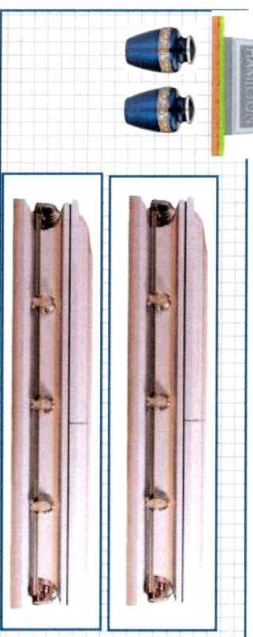


B



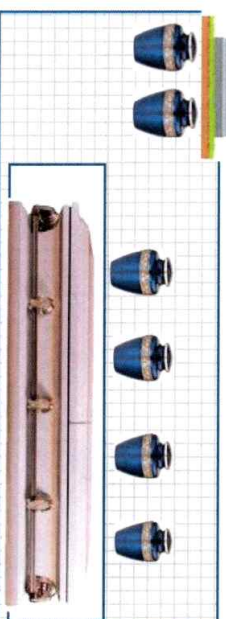
(B) A single depth burial up to 6 Urns with 2 Urns under Headstone side by side

C



(C) A double depth burial - up to 2 caskets & 2 Urns under headstone side by side

D



(D) A double depth burial - 1 casket & up to 6 Urns (2 of the 6 Urns will be under headstone side by side & casket must go 1' before any additional Urns can be added to this burial selection)

**California Legislative Information –
HSC-Requirements for Burials 18113-8113.71**

(a) Except as provided in subdivisions (b) and (c), there shall be no less than 18 inches of dirt or turf on top of all vaults or caskets as measured at the time of burial.

(b) Cremated remains placed in an urn or urn vault and covered with at least three-quarters of an inch of concrete, brass, granite, marble, or metal plate, affixed to the urn or urn vault shall be exempt from the requirement of subdivision (a).

(c) In the case of consensual double burials, the casket or vault that is on top shall be covered with at least 12 inches of dirt or turf as measured at the time of burial.

(d) In a case of extreme hardship, upon request of the next of kin or other person responsible for making the burial arrangements for the deceased, a burial of less than 18, but not less than 12 inches may be provided.

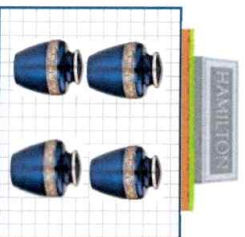
(Added by Stats: 1992, Ch. 828, Sec. 1, Effective January 1, 1993.)

Cemetery Policy Requires:

All in ground burials to have a grave liner, crypt or vault for all casket and urn burials.

Half Grave

Size 4 Width x 4 length



Half Grave up to 4 Urns side by side

Tulare Public Cemetery Funds – Information

The Tulare Public Cemetery uses the County of Tulare as its Treasurer. This requires the TPCD to deposit all monies into the County of Tulare and request by a Payment Voucher (PVQ) a form that informs the County of Tulare what monies are requested with copies of invoices or other descriptions of the money requested. The PVQ is then submitted to the County of Tulare and eight days later these same money amounts are deposited into the Bank of Sierra TPCD revolving checking account. The PVQ will inform the county of which funds go into one of five Funds that the County maintains for the TPCD.

- Fund 772 Cash in Treasury (Operating funds for the cemetery)
- Fund 773 Endowment – Reserved
- Fund 807 Cash in Expansion Account
- Fund 817 Endowment – Unreserved (Money transferred annually from Endowment Fund 773 as endowment interest)
- Fund 886 Pre-Need Payment Plan (Monies collected for pre-payment interments)
- The County of Tulare pays quarterly interest on all monies deposited with the County. The last quarterly interest rate was 3.75%.