

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

570



**FROM:** Office of County Counsel

**SUBMITTAL DATE:**  
November 3, 2014

**SUBJECT:** Memorandum of Understanding for Legal Services Between the Coachella Valley Resource Conservation District and County of Riverside. (4th District); [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and authorize the County Counsel to sign the attached Memorandum of Understanding for Legal Services between Coachella Valley Resource Conservation District and the County of Riverside.

**BACKGROUND:  
Summary**

The Coachella Valley Resource Conservation District ("District") is an independent, local property tax-funded special district authorized by state law. The District was formed for the control of runoff, the prevention or control of soil erosion, the development and distribution of water, and the improvement of land capabilities.

(continued next page)

  
\_\_\_\_\_  
GREGORY P. PRIAMOS  
County Counsel

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Outside Revenue Source				<b>Budget Adjustment:</b> No	
				For Fiscal Year: 2014/15	

**C.E.O. RECOMMENDATION:**

APPROVE  
BY:   
Denise C. Harden

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.:

District: 4th

Agenda Number:

**3-9**

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Memorandum of Understanding for Legal Services Between the Coachella Valley  
Resource Conservation District and County of Riverside. (4th District); [\$0]  
DATE: November 3, 2014  
PAGE: 2 of 2**

**BACKGROUND:  
Summary (continued)**

Recently, the Board of Supervisors appointed two new members to the District's five-member board. County Counsel was requested by Supervisor Benoit to assist the District to ensure that it properly carries out its powers, duties and functions under the Public Resources Code as well as under the state's open meetings and conflict of interest laws. On October 1, 2014, the Coachella Valley Resource Conservation District, pursuant to the California Public Resource Code Section 9418, confirmed that they would seek legal counsel from the Office of County Counsel. On November 19, 2014, the District approved the attached Memorandum of Understanding by unanimous vote. County Counsel will perform these services as outlined in the attached Memorandum of Understanding.

**Impact on Citizens and Businesses**

The approval of this Memorandum of Understanding will assist the District in properly carrying out its responsibilities under the law and ensure that the public's funds are properly used, managed and expended to support practices that minimize soil and related resource degradation in the Coachella Valley.

**ATTACHMENT:**

Memorandum of Understanding

1                                    MEMORANDUM OF UNDERSTANDING BETWEEN THE  
2                                    COACHELLA VALLEY RESOURCE CONSERVATION DISTRICT AND  
3                                    OFFICE OF COUNTY COUNSEL FOR THE PROVISION OF LEGAL SERVICES  
4

5                    This Memorandum of Understanding (MOU) is entered into this \_\_\_\_ day of \_\_\_\_\_  
6 2014 by and between the Coachella Valley Resource Conservation District (“DISTRICT”) and the  
7 County of Riverside (“COUNTY”).

8                                    RECITALS

9                    WHEREAS, it is the desire of DISTRICT and COUNTY to clarify how legal services are  
10 provided to DISTRICT by COUNTY and to clarify the basis and procedures for DISTRICT’s payment of  
11 said services; and

12                    WHEREAS, said legal services are generally described as the provision of as-needed general legal  
13 services for the DISTRICT in conformity with the terms of this MOU; and

14                    WHEREAS, DISTRICT has requested said services to be provided and will be billed directly and  
15 pay for said legal services;

16                    NOW, THEREFORE, it is agreed by DISTRICT and COUNTY as follows:

17                    1.    TERM OF AGREEMENT. This MOU is effective from the date of execution through  
18 June 30, 2015 and shall renew for successive one year periods, unless terminated or otherwise modified as  
19 provided herein.

20                    2.    MAXIMUM REIMBURSABLE AMOUNT. The maximum reimbursable amount for  
21 COUNTY services rendered under this MOU is estimated not to exceed \$20,000.00 annually.

22                    3.    SCOPE OF LEGAL SERVICES. COUNTY services to be rendered, by and through the  
23 Office of County Counsel, shall include, but are not limited to the following:

24                    a.    Serve as the DISTRICT’s general legal counsel on an as-needed basis, except  
25 where special counsel is required.

26                    b.    Attend all regular and special DISTRICT Board Meetings.

27                    c.    Attend meetings of DISTRICT standing and ad hoc committees, on an as-needed  
28 basis when requested by the Board of Directors.

1 d. Provide general advice to the DISTRICT's Board Members, officers and  
2 employees as requested.

3 e. Attend in-person meetings with the DISTRICT's officers and employees when  
4 requested, and maintain frequent telephone and e-mail contact.

5 f. Review DISTRICT agenda items and assist in preparation of agenda documents on  
6 an as- needed basis.

7 g. Review CEQA documents and assist in preparation of environmental documents as  
8 requested.

9 h. Prepare legal opinions as necessary and legal updates impacting DISTRICT  
10 businesses as necessary.

11 i. Assist the DISTRICT in responding to Public Records Act requests as needed.

12 j. Prepare and/or review contracts, agreements including real property or service  
13 agreements, resolutions, ordinances, or any other legal documentation.

14 k. Prepare occasional reports and present information at public hearings as requested.

15 l. Represent the DISTRICT in litigation matters, unless the DISTRICT retains outside  
16 counsel for this purpose. Litigation matters may require a separate agreement. Oversee and manage  
17 litigation where outside counsel is retained.

18 m. Negotiate, represent, and render advice on transactional matters.

19 n. Prepare and give training sessions or other presentations when requested.

20 o. Any other legal services requested by the Board of Directors or designee.

21 4. REQUESTS FOR SERVICES. DISTRICT and COUNTY shall designate appropriate  
22 personnel who shall serve as the contact persons for the purpose of coordinating, and also addressing  
23 issues or problems regarding, the delivery of legal services.

24 5. INVOICES, RATES AND PROCEDURES FOR REIMBURSEMENT. COUNTY shall  
25 bill DISTRICT for all attorney and paralegal services rendered at an hourly rate established by the  
26 Riverside County Board of Supervisors and such other costs as may be directly related to the services  
27 provided. COUNTY shall submit an invoice with a Summary of Legal Services Rendered each month.  
28 Monthly billing invoices shall be submitted to DISTRICT within twenty-one (21) days after the end of

1 each month in which services are provided. Monthly billing invoices account for services rendered with  
2 hourly units of service rounded to the nearest 1/10th of an hour. Billing invoices shall also list a  
3 description of the activity for which payment is requested, including case name, activity type, and  
4 outcome of the activity as applicable. Each activity is to be listed and charged separately on billing  
5 invoices.

6 DISTRICT shall notify COUNTY in writing within ten (10) working days of receipt of any  
7 dispute concerning individual charges and shall include a basis for the dispute. In the event COUNTY  
8 determines that a charge was billed incorrectly, an addendum to the invoice in question shall be provided  
9 and DISTRICT shall be credited for the amount incorrectly charged.

10 6. REIMBURSEMENT RECORDS AND AUDITS. COUNTY shall maintain auditable  
11 books, records, documents and other evidence pertaining to costs and expenses in this MOU. COUNTY  
12 shall maintain these records for three (3) years after final payment has been made or until all pending  
13 county, state, and federal audits, if any, are completed, whichever is later.

14 Any authorized representative of the County, the State of California, and the federal government  
15 shall have access to any documents, papers, electronic data, and other records, which these representatives  
16 may determine to be pertinent to this MOU, for the purposes of performing an audit, evaluation,  
17 inspection, review, assessment or examination, except for information which may be deemed to be  
18 privileged and confidential under attorney-client and/or attorney work-product privileges. These  
19 representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further,  
20 these authorized representatives shall have the right at all reasonable times to inspect or otherwise  
21 evaluate the work performed, or being performed, under this MOU and the premises in which it is being  
22 performed.

23 This access to records includes, but is not limited to, service delivery, referral, financial, and  
24 administrative documents for three (3) years after final payment is made, or until all pending county,  
25 state, and federal audits are completed, whichever is later.

26 7. GENERAL PROVISIONS.

- 27 a. This MOU may be amended in writing with the consent of both parties.  
28 b. This MOU may be terminated in writing by either party at any time.

1 c. This MOU is not in effect or enforceable until executed by both parties. Upon  
2 execution, each party shall be responsible for informing their line staff of this MOU and issuing any  
3 necessary directive for its implementation.

4 d. All notices and correspondence concerning this MOU shall be addressed as  
5 follows:

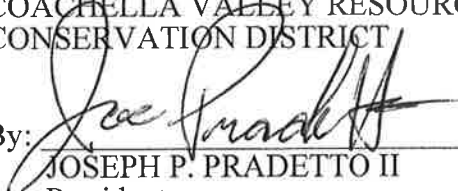
6 TO DISTRICT: Coachella Valley Resource Conservation District  
7 81077 Indio Blvd.  
8 Indio, CA 92201  
9 (760) 347-7658

10 TO COUNTY: Office of County Counsel  
11 County of Riverside  
12 3960 Orange Street, Suite 500  
13 Riverside, CA 92501  
14 (951) 955-6300

15 IN WITNESS WHEREOF, DISTRICT and COUNTY have executed this MOU as of the last date  
16 opposite the respective signatures below.

17 Dated: NOVEMBER 19, 2014

18 COACHELLA VALLEY RESOURCE  
19 CONSERVATION DISTRICT

20 By:   
21 JOSEPH P. PRADETTO II  
22 President

23 COUNTY COUNSEL

24 Dated: \_\_\_\_\_

25 By: \_\_\_\_\_  
26 GREGORY P. PRIAMOS  
27 County Counsel