

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

5/10



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

Departmental Concurrence

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	

SOURCE OF FUNDS: Outside Revenue Source	Budget Adjustment: No
	For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:
Denise C. Harden

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: None
Date: December 9, 2014
xc: Co.Co.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: _____ District: 4th Agenda Number: _____

3-9

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

**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
(760) 347-7658

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

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

15
16 COACHELLA VALLEY RESOURCE
CONSERVATION DISTRICT

17 Dated: NOVEMBER 19, 2014

18 By: 
19 JOSEPH P. PRADETTO II
President

20 COUNTY COUNSEL

21
22 Dated: _____

23 By: _____
24 GREGORY P. PRIAMOS
25 County Counsel

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Paul Jacobs

Address: _____
(only if follow-up mail response requested)

City: Temecula **Zip:** _____

Phone #: _____

Date: 12/9/14 **Agenda #** 3-9

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.