

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

355



FROM: COUNTY COUNSEL

SUBMITTAL DATE:
September 23, 2015

SUBJECT: Approve Legal Services Agreement with Riverside County Citrus Pest Control District #2. 4th District; [\$20,000] Contract Revenue 100%

RECOMMENDED MOTION: That the Board of Supervisors

1. Approve the Agreement for general legal services between the County of Riverside on behalf of the Office of County Counsel and Riverside County Citrus Pest Control District # 2; and
2. Authorize the Chairman of the Board to execute the Agreement on behalf of the County of Riverside.

BACKGROUND:

Summary

The Riverside County Citrus Pest Control District # 2 contacted the Office of County Counsel requesting legal consulting services. The attached agreement provides for general legal services to be provided to the District upon their request up to the maximum amount of \$20,000 per fiscal year. The agreement has been signed by the District Board and approved as to form by County Counsel.

Departmental Concurrence



Gregory P. Priamos
County Counsel

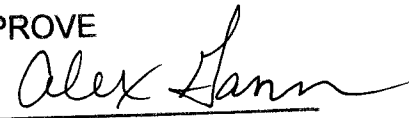
| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|-----------------|----------------------|-------------------|-------------|---------------|---|
| COST | \$ 20,000 | \$ 20,000 | \$ | \$ 0 | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |

SOURCE OF FUNDS: 100% Contract Revenue - Pest Control District (Intergovernmental) **Budget Adjustment:** None
For Fiscal Year: 2015/2016

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature


BY: 

Alex Gann

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, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: October 6, 2015
xc: Co.Co.

Kecia Harper-Ihem
Clerk of the Board
By: 

Deputy

Prev. Agn. Ref.: District: Agenda Number:

3-10

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

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

FORM 11: Contract Revenue 100%

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Impact on Citizens and Businesses

The agreement provides legal consulting services to the District so they may continue their business and perform their services for District residents.

SUPPLEMENTAL:

Additional Fiscal Information

Revenue under this agreement is dependent on how often the District calls upon the Office of County Counsel for services. Revenue may be from \$0 up to \$20,000.

Contract History and Price Reasonableness

Charges to the District are the same rates approved by the Board of Supervisors and charged to all Office of County Counsel clients.

- 1 3. Provide general advice to the Board members, officers and employees as requested by
- 2 District.
- 3 4. Prepare legal opinions as necessary and requested by District.
- 4 5. Assist District in responding to Public Records Act requests as needed.
- 5 6. Prepare and/or review contracts, agreements, resolutions, ordinances, or any legal
- 6 matter.
- 7 7. Prepare occasional reports and present information at public hearings as requested.
- 8 8. Negotiate, represent, and render advice on transactional matters.
- 9 9. Prepare and give training sessions or other presentations when requested.
- 10 10. Any other legal services requested by the Board or General Manager.
- 11 11. Litigation matters will require a separate agreement.

12 IV. REQUESTS FOR SERVICES.

13 District and Counsel shall designate appropriate personnel who shall serve as the contact persons
14 for their respective agency and office, for the purpose of coordinating, and also addressing issues or
15 problems, regarding the delivery of legal services. All requests for legal services should be made in
16 writing by email or by hard copy by the General Manager. It is understood by the parties that District
17 shall not be relieved from the obligation to pay Counsel for legal services provided when such requests
18 are not in writing.

19 V. CIVIL LITIGATION AND OTHER SIGNIFICANT MATTERS.

20 In the event civil litigation is filed against the District or its employees, Counsel shall coordinate
21 with District to determine if Counsel will provide coverage for the litigation filed or if District will engage
22 specialty counsel. If it is determined that Counsel will provide services, District shall be charged for the
23 legal services provided in connection with the litigation filed.

24 VI. INVOICES, RATES AND PROCEDURES FOR REIMBURSEMENT.

25 Counsel shall bill District for all attorney and paralegal services rendered at an hourly rate
26 established by the Board of Supervisors and such other costs as may be directly related to the services
27 provided. (Hourly rates for Fiscal Year 2015/2016 for attorney services are \$174.00 and \$111 for
28 paralegal services. Rates are adjusted each Fiscal Year.) Counsel shall provide District with an invoice

1 with a Summary of Legal Services Rendered each month. Monthly billing invoices shall be submitted to
2 District within twenty-one (21) days after the end of each month in which services are provided. Monthly
3 billing invoices account for services rendered with hourly units of service rounded to the nearest 1/10th of
4 an hour. Billing invoices shall also list a description of the activity for which payment is requested,
5 including case name, activity type, and outcome of the activity, as applicable.

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

10 Counsel invoice estimates for June are due no later than June 5th of each year. Actual Counsel
11 invoices for June are due no later than July 15th of each year.

12 VII. REIMBURSEMENT RECORDS AND AUDITS.

13 Counsel shall maintain auditable books, records, documents and other evidence pertaining to costs
14 and expenses in this Agreement. Counsel shall maintain these records for three (3) years after final
15 payment has been made or until all pending county, state, and federal audits, if any, are completed,
16 whichever is later.

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

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

1 VIII. GENERAL PROVISIONS.

- 2 1. As a special district within Riverside County, Counsel and District will work
3 cooperatively to support the core mission of the other. To this end, Counsel and
4 District may meet twice during the County's fiscal year to address any topic or issue of
5 concern to either party regarding the purposes or administration of this Agreement if
6 requested by either party.
- 7 2. Nothing in this Agreement shall be construed to set the level of resources committed
8 by Counsel. Nor shall this Agreement be construed to constrain the discretion of each
9 party's authorized designee as to the use and expenditure of its funding and resources.
- 10 3. This Agreement may be amended in writing with the written consent of both parties.
- 11 4. This Agreement may be terminated by either party at least 90 days prior to the
12 submittal of each party's budget for the next fiscal year.
- 13 5. Each party shall maintain the confidentiality of information and records of the other
14 and comply with all applicable statutes, rules, regulations and County policies relating
15 thereto.
- 16 6. This Agreement is not in effect or enforceable until executed by both parties. Upon
17 execution, each party shall be responsible for informing their line staff of this
18 Agreement and issuing any necessary directive for its implementation.
- 19 7. All notices and correspondence concerning this Agreement shall be addressed as
20 follows:

21 TO District:

22 Larry Houser, General Manager
23 Riverside County Citrus Pest Control District #2
24 P.O. Box 1016
25 Coachella, CA 92236-1016
26 (951) 955-3200

27 TO Counsel:

28 Office of County Counsel, Riverside County
3960 Orange Street, Suite 500
Riverside, CA 92501
(951) 955-6300

1 IN WITNESS WHEREOF, District and Counsel have caused this Agreement to be executed by
2 their duly authorized representatives as of the last date opposite the respective signatures below.

3 RIVERSIDE COUNTY PEST CONTROL
4 DISTRICT #2

5
6 By: *Carl Yang*

7
8 Date: 9-8-15

9
10
11 COUNTY OF RIVERSIDE

12
13
14 By: *Marion Ashley*
15 Chairperson, Board of Supervisors **MARION ASHLEY**

16 Dated: OCT 06 2015

17 ATTEST: Kecia Harper-Ihem
18 Clerk of the Board

19
20 By: *Karen Bayton*
Deputy

21
22 APPROVED AS TO FORM:
23 GREGORY P. PRIAMOS

24
25 By: *Nasha R. Veitch 9-15-15*
26 Deputy