

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
11.3

MEETING DATE:

Tuesday, November 8, 2016

FROM : General Manager-Chief Engineer and
FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Multi-year Legal Services Agreement between
the District and the Office of County Counsel; All Districts, [Ongoing - \$235,076];
District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the multi-year agreement for legal services between the District and County,
through the Office of County Counsel; and
2. Authorize the Chairman to execute the agreement document on behalf of the District.

Jason Uhley
Jason Uhley 10/31/2016

FINANCIAL:

Sufficient funds have been included in the FY2016-2017 Budget.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$235,076	\$	\$	\$235,076
NET DISTRICT COST	\$235,076	\$		\$235,076
SOURCE OF FUNDS: 525440 15100 947200 Professional Services			Budget Adjustment:	No
			For Fiscal Year:	16/17 ongoing

C.E.O. RECOMMENDATION: APPROVE

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Jeffries, seconded by Supervisor Washington 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: November 8, 2016
xc: Flood

Kecia Harper-Ihem
Clerk of the Board

By: Kecia Harper-Ihem
11-3

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

BACKGROUND:

Summary

The agreement sets forth the terms for services to be provided by the County of Riverside, through the Office of the County Counsel. County Counsel provides legal services to the Board of Supervisors and its numerous agencies and departments. The Office has and continues to provide legal services to the Riverside County Flood Control and Water Conservation District (District) including general advice, real property services and related litigation, contract services and compliance matters.

Over time, the demand for County Counsel legal services by the District has increased and with the new addition of water conservation related assignments, County Counsel and the District have determined there is a need for one full time Deputy County Counsel position. The addition of this Deputy position will provide these services at a lower cost to the District than can be provided through existing County Counsel staff.

If this position is approved by the County of Riverside, Board of Supervisors on the companion item which appears under County Counsel's scheduled items on this same agenda, County Counsel and District have agreed that through the end of the current fiscal year, District will fund one full time Deputy County Counsel I, Step 15 position with benefits. Thereafter, starting with FY 17/18, District will fund one full time position at a Deputy County Counsel II, Step 15 level with benefits; starting with FY 18/19, District will fund one full time position at a Deputy County Counsel III, Step 16 level with benefits; and starting with FY 19/20 and thereafter, District will fund one full time position at a Deputy County Counsel IV, Step 18 level with benefits.

The position will be funded by the District. There will be no additional impact on the County's general fund as increased revenues to County Counsel will offset their additional expenses.

Impact on Residents and Businesses

This additional position will assist the District in providing enhanced flood control and water conservation services to the residents of Riverside County

1 **INTERNAL SERVICE LEVEL AGREEMENT**
2 **BETWEEN RIVERSIDE COUNTY FLOOD CONTROL AND**
3 **WATER CONSERVATION DISTRICT AND OFFICE OF COUNTY COUNSEL**
4 **FOR THE PROVISION OF LEGAL SERVICES**

5
6 This Internal Service Level Agreement (AGREEMENT) is entered into this 27th day of November,
7 2016 by and between the Riverside County Flood Control and Water Conservation District (DISTRICT),
8 and the Office of County Counsel (COUNSEL).

9 **RECITALS**

10 WHEREAS, it is the desire of DISTRICT and COUNSEL to clarify how legal services are provided
11 to DISTRICT by COUNSEL and to clarify the basis and procedures for DISTRICT'S payment of said
12 services; and

13 WHEREAS, DISTRICT requires the services of a full time attorney to address a wide variety of
14 legal services; and

15 WHEREAS, said legal services specifically include the handling of DISTRICT legal issues
16 including transactional, compliance, and regulatory matters; and

17 WHEREAS, DISTRICT has requested said services to be provided and will be billed and will pay
18 directly for such legal services as set forth in this Agreement.

19 NOW, THEREFORE, it is agreed by DISTRICT and COUNSEL as follows:

- 20 1. **TERM OF AGREEMENT.** This AGREEMENT has an effective date through June 30,
21 2017, and shall renew for successive one-year periods, unless terminated or otherwise
22 modified as provided herein.
- 23 2. **MAXIMUM REIMBURSABLE AMOUNT.** The DISTRICT shall fund a full time land use
24 deputy position with the understanding that the work shall be performed by several land use
25 deputies. Commencing on December 1, 2016 and through the end of the current fiscal year,
26 DISTRICT shall pay the salary, including benefits, of a full time Deputy County Counsel I,
27 Step 15 position. Thereafter, starting with FY 17/18, DISTRICT shall pay the salary, including
28 benefits, of a full time Deputy County Counsel II, Step 15 position; starting with FY 18/19,

DISTRICT shall pay the salary, including benefits, of a full time Deputy County Counsel III, Step 16 position; and starting in FY 19/20, DISTRICT shall pay the salary, including benefits, of a full time Deputy County Counsel IV, Step 18 position. The estimated reimbursable amount for this fiscal year for the Deputy County Counsel I is \$91,285. The estimated reimbursable amount for future fiscal years is \$166,009 for the Deputy County Counsel II, \$200,230 for the Deputy County Counsel III and \$235,076 for the Deputy County Counsel IV. These amounts shall be in addition to the services provided by attorneys other than land use attorneys. Additional attorney services provided by COUNSEL shall be at the rate established by the Board of Supervisors as set forth in Section 5 herein.

3. **SCOPE OF LEGAL SERVICES.** COUNSEL services to be rendered shall include, but are not limited to:

- a. Serve as the DISTRICT'S legal counsel with respect to land use matters on an as needed basis, except where special counsel is required.
- b. Attend in-person meetings with DISTRICT and employees when requested, and maintain frequent telephone and e-mail contact.
- c. Review DISTRICT agenda items and assist in preparation of agenda documents on an as-needed basis (staff reports, Form 11's, resolutions, administrative items, etc.).
- d. Provide advice and assistance on land use matters such as master drainage plans and amendments, CEQA, mitigation bank agreements and corresponding easements, Section 404 permits, Section 1600 agreements, 401 certification, NPDES permits, and water conservation.
- e. Prepare legal opinions as necessary and legal updates impact DISTRICT business as necessary.
- f. Assist DISTRICT in responding to Public Records Act Requests as needed.
- g. Prepare and/or review cooperative agreements, mitigation bank agreements, resolutions, or any other land use related document.
- h. Prepare occasional reports and present information at public hearings as requested.

- i. Direct and oversee the services of outside counsel. Oversee and manage litigation where outside counsel is retained.
- j. Negotiate, represent, and render advice on transactional matters.
- k. Prepare and give training sessions or other presentations when requested.
- l. Assist in the development and preparation of policies and procedures.
- m. Attend training to remain up to date on related legal issues.

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

5. **INVOICES, RATES, AND PROCEDURES FOR REIMBURSEMENT FOR LEGAL SERVICES.** COUNSEL shall bill DISTRICT for the reimbursable salary of the Deputy County Counsel as set forth in Section 2 monthly, in arrears, 1/12th of the annual salary and benefits.

COUNSEL shall bill DISTRICT for all additional attorney and paralegal services rendered at an hourly rate established by the Board of Supervisors and such other costs as may be directly related to the services provided. COUNSEL shall submit an invoice with a Summary of Legal Services Rendered each month. Monthly billing invoices shall be submitted to DISTRICT within fifteen (15) days after the end of each month in which services are provided. Monthly billing invoices account for services rendered with hourly units of service rounded to the nearest 1/10th of an hour. Billing invoices shall also list a description of the activity for which payment is requested, including case name, activity types, and outcome of the activity as applicable. Each activity is to be listed and charged separately on billing invoices.

DISTRICT shall notify COUNSEL within ten (10) working days of any dispute concerning individual charges in writing and shall include a basis for the dispute. In the event COUNSEL determines that a charge was billed incorrectly, an addendum to the invoice in question shall be provided and DISTRICT shall be reimbursed or credited for the amount incorrectly charged. Within thirty (30) days of receipt of a billing invoice, DISTRICT shall approve payment of the invoice and notify COUNSEL accordingly. COUNSEL shall initiate the

1 Journal Entry (JE) upon receipt of approval from DISTRICT. THE JE shall be posted and
2 processed after any required reconciliation has occurred by both parties.

3 COUNSEL invoice estimates for June are due no later than June 5th of each year. Accordingly,
4 actual COUNSEL invoices for June are due no later than July 15th of each year.

- 5 6. **REIMBURSEMENT RECORDS AND AUDITS.** COUNSEL shall maintain auditable
6 books, records, documents and other evidence pertaining to costs and expenses in this
7 AGREEMENT.

8 COUNSEL shall maintain these records for three (3) years after final payment has been made
9 or until all pending County, state and federal audits, if any, are completed, whichever is later.
10 Any authorized representative of the County, the State of California, and the federal
11 government shall have access to any documents, papers, electronic data, and other records,
12 which may be determined to be pertinent to this AGREEMENT, for the purposes of
13 performing an audit, evaluation, inspection, review, assessment or examination. These
14 representatives are authorized to obtain excerpts, transcripts, and copies, as they deem
15 necessary. Further, these authorized representatives shall have the right at all reasonable times
16 to inspect or otherwise evaluate the work performed, or being performed, under this
17 AGREEMENT and the premises in which it is being performed.

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

- 21 7. **GENERAL PROVISIONS.**

22 a. COUNSEL and DISTRICT will continue to work cooperatively to support the core
23 mission of the other. To this end, COUNSEL and DISTRICT agree to meet twice
24 during the County's fiscal year to address any topic or issue of concern to either party
25 regarding the purposes or administration of the AGREEMENT.

26 b. Nothing in this AGREEMENT shall be construed to set the level of resources
27 committed by DISTRICT or COUNSEL to each other. Nor shall this AGREEMENT
28

1 be construed to constrain the discretion of DISTRICT's or COUNSEL's authorized
2 discretions as to the use and expenditure of funding and resources.

- 3 c. This AGREEMENT may be amended in writing with the written consent of both
4 parties.
- 5 d. This AGREEMENT may be terminated by either party at least ninety (90) days prior
6 to the submittal of either parties' budget for the next fiscal year.
- 7 e. Each party shall maintain the confidentiality of information and records of the other
8 and comply with all applicable statutes, rules, regulations and policies relating thereto.
- 9 f. This AGREEMENT is not in effect or enforceable until executed by both parties. Upon
10 execution, each party shall be responsible for informing their line staff of this
11 AGREEMENT and issuing any necessary directive for its implementation.
- 12 g. All notices and correspondence concerning this AGREEMENT shall be addressed as
13 follows:

14 TO DISTRICT: Jason Uhley, General Manager-Chief Engineer
15 Riverside County Flood Control and Water Conservation District
16 1995 Market Street, Riverside, CA 92501

17 TO COUNSEL: Gregory P. Priamos
18 Riverside County Counsel
19 3960 Orange Street, Suite 500, Riverside, CA 92501
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

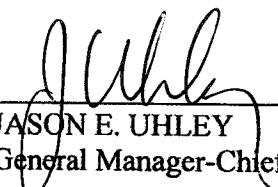
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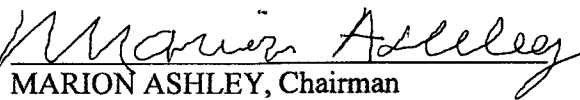
RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By


JASON E. UHLEY
General Manager-Chief Engineer

By


MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors


APPROVED AS TO FORM:

ATTEST:

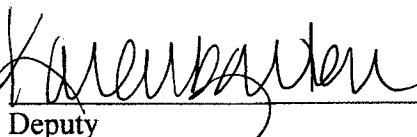
GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By


KARIN WATTS-BAZAN
Assistant County Counsel

By


Deputy

Dated

October 24, 2016

(SEAL)

Internal Service Level Agreement
KWB:JR:bjp
10/14/16

RIVERSIDE COUNTY COUNSEL

By _____
GREGORY P. PRIAMOS
County Counsel

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