

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



ITEM
3.6
(ID # 6039)

MEETING DATE:

Tuesday, January 9, 2018


FROM : COUNTY COUNSEL:

SUBJECT: COUNTY COUNSEL: Approve Legal Services Agreement with Riverside County
Citrus Pest Control District #3. 3rd District; [\$10,000] Contract Revenue 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement for legal services between the County of Riverside on behalf of the Office of County Counsel and Riverside County Citrus Pest Control District # 3; and
2. Authorize the Chairman of the Board to execute the Agreement on behalf of the County of Riverside.

ACTION: Policy



Gregory V. Priamos, Director County Counsel 12/19/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried, IT
WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: January 9, 2018
xc: Co.Co.

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 10,000	\$ 10,000	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Contract Revenue – Pest Control District (Intergovernmental)			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On September 26, 2017, the Board of Supervisors approved the formation of Riverside County Pest Control District # 3 in response to a petition submitted by Citrus Growers in the Hemet area (Board Agenda Item 9.1). The Riverside County Pest Control District # 3 contacted the Office of County Counsel requesting legal services. The attached agreement provides for general legal services to be provided to the District upon their request up to the maximum amount of \$10,000 per fiscal year. The agreement has been approved by the District Board and approved as to form by County Counsel.

Impact on Residents and Businesses

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

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 \$10,000 per fiscal year.

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.


Melissa Noone, Associate Management Analyst 1/2/2018

LEGAL SERVICES AGREEMENT
BETWEEN RIVERSIDE COUNTY PEST CONTROL DISTRICT #3
AND OFFICE OF COUNTY COUNSEL

This Agreement ("Agreement") is entered into this 8th day of December, 2017 by and between Riverside County Pest Control District #3 ("District"), a special district within Riverside County, and the County of Riverside, a political subdivision of the State of California, on behalf of the Office of County Counsel ("Counsel").

RECITALS

WHEREAS, it is the desire of District and Counsel to clarify how legal services are provided to District by Counsel and to clarify the basis and procedures for District's payment of said services; and

WHEREAS, said legal services are generally described as the provision of as-needed general legal services for the District in conformity with the terms of this Agreement; and

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

NOW, THEREFORE, it is agreed by District and Counsel as follows:

I. TERM OF AGREEMENT. This Agreement has an effective date through June 30, 2018 and shall renew for successive one year periods, unless terminated or otherwise modified as provided herein.

II. ESTIMATED MAXIMUM REIMBURSABLE AMOUNT. The maximum reimbursable amount for Counsel Services rendered under this Agreement is estimated not to exceed \$10,000 annually. In the event legal services provided approach this estimated amount, Counsel shall notify the District Manager to consider an amendment to this Agreement.

III. SCOPE OF LEGAL SERVICES. Counsel services to be rendered shall include, but are not limited to the following issues:

1. Serve as Department's general legal counsel on an as-needed basis, except where special counsel is required.
2. Attend in-person meetings with the District Board and its employees when requested.

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

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

V. CIVIL LITIGATION AND OTHER SIGNIFICANT MATTERS. In the event civil litigation is filed against the District or its employees, Counsel shall coordinate with District to determine if Counsel will provide coverage for the litigation filed or if District will engage special counsel. If it is determined that Counsel will provide services, District shall be charged for the legal services provided in connection with the litigation filed.

VI. INVOICES, RATES AND PROCEDURES FOR REIMBURSEMENT. Counsel shall bill District for all 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. (Hourly rates for Fiscal Year 2017/2018 for attorney services are \$180.00 and \$117 for paralegal services. Rates are adjusted each Fiscal Year.) Counsel shall provide District with an invoice with a Summary of Legal Services Rendered each month. Monthly billing invoices shall be submitted to District within twenty-one

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

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

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

14 Any authorized representative of the District, 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 Agreement, 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 Agreement and the premises in which it is
22 being 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.

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VIII. GENERAL PROVISIONS.

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

TO District:

Bill Oesterlein, District Manager

Riverside County Citrus Pest Control District #3

ADDRESS

CITY, CA ZIPCODE

(XXX) XXX-XXXX

807 W. CENTER ST
RIVERSIDE, CA 92507
951-683-2392

TO Counsel:

Office of County Counsel, Riverside County

3960 Orange Street, Suite 500

Riverside, CA 92501

(951) 955-6300

1 IX. REPRESENTATIONAL CONFLICTS.

2 District acknowledges that Counsel serves as Riverside County's legal advisor and representative
3 on all matters. Counsel also serves as the legal advisor for a number of other separate legal entities that
4 are governed by the same five individuals who sit as the Board of Supervisors for the County ("Related
5 Public Entities"). Counsel must preserve its ability to represent the County and Related Public Entities on
6 matters that may arise in the future, including matters in which the County's and/or Related Public
7 Entities' interests are adverse to District's interest. Counsel is not willing to undertake representation of
8 District in the absence of District's consent as set forth in this section because Counsel must preserve the
9 ability to represent its primary client, the County, and Related Public Entities. District's engagement of
10 Counsel with respect to any particular matter includes District's consent to Counsel's ongoing
11 representation of its primary client, the County, and Related Public Entities, in all matters, including
12 transactions and litigation, in which the interests of the County and/or Related Public Entities are
13 potentially or actually adverse to the interests of District and notwithstanding that Counsel may have
14 obtained confidential information from District subject to the conditions below.

15 At the time District engages the services of Counsel for a particular matter, Counsel will inform
16 District based on the available facts of any specific matters in which the County's interests and the
17 District's interests are then actually or potentially adverse. As of the date this Agreement is signed by
18 District Counsel is not aware of any actual or potential conflicts of interest.

19 Counsel is governed by specific rules relating to representation of clients when present or potential
20 conflicts of interest exist. Those rules are outlined in Rule 3-310 of the California Rules of Professional
21 Conduct.

22 Neither the County, Related Public Entities, District nor Counsel intends to provide for Counsel's
23 continuing representation of both District and the County in matters where the interests of District and the
24 County or Related Public Entities are actually adverse or where a dispute arises between District and
25 County or Related Public Entities, but the parties anticipate that any such instances are likely to be very
26 rare. In the event that either a dispute or an actual conflict of interest arises during the course of
27 representation, Counsel will promptly inform District that a conflict or dispute has arisen, and will
28 discontinue representing District and will continue to represent the County and/or Related Public Entities,

1 and further provided that Counsel shall not disclose the reason for the conflict to District if the County
2 and/or Related Public Entities has requested that those reasons remain confidential. District acknowledges
3 that in such a circumstance it is free to hire substitutional counsel of its own choosing and at its own
4 expense.

5 District acknowledges that its consent to Counsel's ongoing representation of the County and
6 Related Public Entities in matters where the interests of the County (and/or Related Public Entities) and
7 District are potentially or actually adverse has significant implications that District has considered. By
8 signing this Agreement, District acknowledges that it has been advised of the potential conflicts
9 associated with concurrent representation; that it has been advised of Counsel's present and continuing
10 relationship with the County and Related Public Entities; and that District, upon requesting assistance
11 from Counsel on a particular matter, and having been presented with the information about potential and
12 actual conflicts of interest as required by this section, provides its consent under Rule 3-310 of the Rules
13 and Professional Conduct to Counsel's ongoing representation of the County and Related Public Entities,
14 notwithstanding any potential or actual conflict of interest between the County (and/or Related Public
15 Entities) and District that may develop. District waives any and all rights to disqualify Counsel from
16 representing the County (and/or Related Public Entities) based on a conflict of interest arising out of
17 concurrent representation of the County (and/or Related Public Entities) and District's consent and waiver
18 extends to "subsequent representation," where by reason of Counsel's former representation of District in
19 a matter, Counsel has confidential information material to a matter in which the County's (and/or Related
20 Public Entities') interests are adverse to District's interests, and Counsel no longer represents District in
21 any matter.

22 In addition, Counsel represents other public entities in the County. In the event that an
23 unanticipated actual or potential conflict of interest arises between or among two or more non-County
24 public-entity clients represented by Counsel during the course of representation of District, Counsel will
25 immediately notify District of the actual or potential conflict and either (1) District will acknowledge and
26 waive the actual or potential conflict, in which case Counsel will erect an ethical wall between the
27 attorney representing District and the attorney representing the other non-County public entity client; or
28 (2) if District declines to waive the actual or potential conflict, Counsel will withdraw from representing

1 all non-County public-entity clients in that matter. If Counsel will withdraw from representing all non-
2 County public-entity clients in a matter, District acknowledges that it is free to hire substitute counsel of
3 its own choosing and at its own expense.

4 X. Effective Date.

5 This Agreement will govern all legal services performed by Counsel on behalf of Client
6 commencing with the date Counsel first performed services. The date this Agreement was signed is for
7 reference only. Even if this Agreement does not take effect, District will be obligated to pay Counsel the
8 reasonable value of any services Counsel may have performed for District.

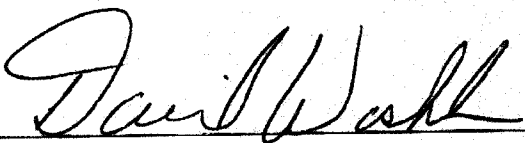
9 XI. Complete Agreement; Amendment.

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

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

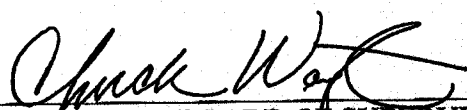
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18 RIVERSIDE COUNTY PEST CONTROL DISTRICT # 3

19
20 Date: 12-8-17

21 By: 

22
23 COUNTY OF RIVERSIDE

24
25 Date: JAN 09 2018

26 By: 
27 CHAIRPERSON, BOARD OF SUPERVISORS
28 Chuck Washington

1 ATTEST:

2 KECIA HARPER-IHAM

3 Clerk of the Board

4 By: 

(Deputy)

Date: JAN 09 2018

8 APPROVED AS TO FORM:

10 GREGORY P. PRIAMOS

11 County Counsel

12 By: 

(Deputy)

Date: December 13, 2017