

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



ITEM
3.9
(ID # 9242)

MEETING DATE:

Tuesday, March 12, 2019

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Riverside County Habitat Conservation Agency (RCHCA)
Legal Service Agreement with Western Riverside Council of Governments
(WRCOG). All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and ratify the Legal Services Agreement between the Riverside County Habitat Conservation Agency and the Office of County Counsel for the provision of legal services by the Office of County Counsel and authorize the Chairperson to execute the agreement.
2. Authorize the County Counsel to sign any subsequent annual amendments to the Legal Services Agreement that do not create additional obligations for the County for a maximum of four (4) additional one year terms.

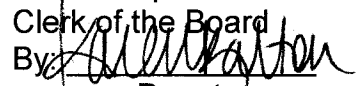
ACTION: Policy


Alex Gann 3/5/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 12, 2019
xc: E.O., Co.Co.

Kecia Harper
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	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS:			Budget Adjustment: Yes or No	
			For Fiscal Year: YY/YY	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Office of County Counsel ("Counsel") continues to provide the Riverside County Habitat Conservation Agency (RCHCA) with legal services as it relates to the implementation of the Habitat Conservation Plan for the Stephens' Kangaroo Rat (the "Plan") in Western Riverside County. The Plan was originally implemented in 1996 and continues to this day.

In December 2015, the RCHCA Board of Directors and the Western Riverside Council of Governments (WRCOG) approved an agreement that transferred the duties of administration and management of RCHCA activities to WRCOG. In May 2018, the RCHCA Board of Directors directed staff to begin working with Riverside County and WRCOG to fully consolidate RCHCA staff and operations into WRCOG, which included the transition of County employees and related financial services entirely within WRCOG.

WRCOG now requests the opportunity to maintain the use of Counsel for ongoing legal services as it relates to the RCHCA and continued implementation of the Plan. It is anticipated that legal services will continue to be provided to the RCHCA in the same manner as currently exists.

ATTACHMENTS:

Agreement



 Gregory V. Priarios, Director County Counsel 3/5/2019

1 **LEGAL SERVICES AGREEMENT**
2 **BETWEEN RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY**
3 **AND OFFICE OF COUNTY COUNSEL**

4 This Agreement (“Agreement”) is entered into this 12th day of March, 2019 by and
5 between the Riverside County Habitat Conservation Agency (“Agency”), a Joint Powers Authority
6 within Riverside County, and the County of Riverside, a political subdivision of the State of California,
7 on behalf of the Office of County Counsel (“Counsel”).

8 **RECITALS**

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

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

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

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

16 I. TERM OF AGREEMENT. This Agreement has an effective date through June 30, 2019
17 and shall renew for successive one year periods, unless terminated or otherwise modified as provided
18 herein.

19 II. ESTIMATED MAXIMUM REIMBURSABLE AMOUNT. The maximum reimbursable
20 amount for Counsel Services rendered under this Agreement is estimated not to exceed \$25,000 annually.
21 In the event legal services provided approach this estimated amount, Counsel shall notify the Agency’s
22 General Manager to consider an amendment to this Agreement.

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

- 25 1. Serve as Agency’s general legal counsel on an as-needed basis, except where special
26 counsel is required.
- 27 2. Attend in-person meetings with the Agency Board and its employees when requested.
- 28

- 1 3. Provide general advice to the Board members, officers and employees as requested by
- 2 Agency.
- 3 4. Prepare legal opinions as necessary and requested by Agency.
- 4 5. Assist Agency 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. Agency and Counsel shall designate appropriate personnel
13 who shall serve as the contact persons for their respective agency and office, for the purpose of
14 coordinating, and also addressing issues or problems, regarding the delivery of legal services. All
15 requests for legal services should be made in writing by email or by hard copy by the General Manager. It
16 is understood by the parties that Agency shall not be relieved from the obligation to pay Counsel for legal
17 services provided when such requests are not in writing.

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

23 VI. INVOICES, RATES AND PROCEDURES FOR REIMBURSEMENT. Counsel shall bill
24 Agency for all attorney and paralegal services rendered at an hourly rate established by the Board of
25 Supervisors and such other costs as may be directly related to the services provided. (Hourly rates for
26 Fiscal Year 2017/2018 and 2018/2019 for attorney services are \$180.00 and \$117 for paralegal services.
27 Rates are adjusted each Fiscal Year.) Counsel shall provide Agency with an invoice with a Summary of
28 Legal Services Rendered each month. Monthly billing invoices shall be submitted to Agency within

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

5 Agency 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 Agency
8 shall be credited for the amount incorrectly charged.

9
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 Agency, 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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27 ///
28 ///

1 VIII. GENERAL PROVISIONS.

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

19 TO Agency:

20 Riverside County Habitat Conservation Agency
21 3390 University Avenue, Suite 450
22 Riverside, CA 92501
23 (951) 405-6700

24 TO Counsel:

25 Office of County Counsel, Riverside County
26 3960 Orange Street, Suite 500
27 Riverside, CA 92501
28 (951) 955-6300

1 IX. REPRESENTATIONAL CONFLICTS.

2 Agency 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 Agency's interest. Counsel is not willing to undertake representation of
8 Agency in the absence of Agency'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. Agency's engagement of
10 Counsel with respect to any particular matter includes Agency'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 Agency and notwithstanding that Counsel may have
14 obtained confidential information from Agency subject to the conditions below.

15 At the time Agency engages the services of Counsel for a particular matter, Counsel will inform
16 Agency based on the available facts of any specific matters in which the County's interests and the
17 Agency's interests are then actually or potentially adverse. As of the date this Agreement is signed by
18 Agency, 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, Agency nor Counsel intends to provide for Counsel's
23 continuing representation of both Agency and the County in matters where the interests of Agency and the
24 County or Related Public Entities are actually adverse or where a dispute arises between Agency 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 Agency that a conflict or dispute has arisen, and will
28 discontinue representing Agency and will continue to represent the County and/or Related Public

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

5 Agency 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 Agency are potentially or actually adverse has significant implications that Agency has considered. By
8 signing this Agreement, Agency 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 Agency, 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 Agency that may develop. Agency 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 Agency's consent and waiver
18 extends to "subsequent representation," where by reason of Counsel's former representation of Agency 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 Agency's interests, and Counsel no longer represents Agency 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 Agency, Counsel will
25 immediately notify Agency of the actual or potential conflict and either (1) Agency will acknowledge and
26 waive the actual or potential conflict, in which case Counsel will erect an ethical wall between the
27 attorney representing Agency and the attorney representing the other non-County public entity client; or
28 (2) if Agency 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, Agency 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, Agency will be obligated to pay Counsel the
8 reasonable value of any services Counsel may have performed for Agency.

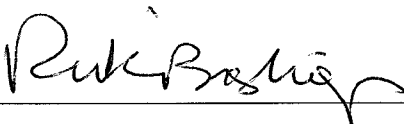
9 XI. Complete Agreement; Amendment.

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, Agency 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.

17
18
19 RIVERSIDE COUNTY HABITATION CONSERVATION
20 AGENCY

21
22 Date: 3-4-19

23 By: 

24 Rick Bishop, General Manager

COUNTY OF RIVERSIDE

Date: MAR 12 2019

By: 
CHAIRPERSON, BOARD OF SUPERVISORS
KEVIN JEFFRIES

ATTEST:


~~KECIA HARPER JHAM~~
Clerk of the Board

By: 
(Deputy)

Date: MAR 12 2019

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: 
Aaron C. Gettis,
Deputy County Counsel

Date: 3-5-19