RESOLUTION - ACTION REQUESTED 2015-44

MEETING:  January 27, 2015

TO:  The Board of Supervisors

FROM:  Steve Dahlem, County Counsel/Interim HR Director-Risk Manager

RE:  Legal Services Agreement Between County of Mariposa and Mariposa County Resource Conservation Distri

RECOMMENDATION AND JUSTIFICATION:
Approve Legal Services Agreement between County of Mariposa and Mariposa County Resource Conservation District (MCRC), and authorize the Board of Supervisors Chair to sign the Agreement.

Public Resources Code section 9418 and Government Code sections 26520 and 26529 authorize the Mariposa County Counsel’s office to render legal services to MCRCD upon request. These sections further authorize County to charge District a fee, not to exceed the total cost to the county, for the legal services rendered.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On September 9, 2014, the Board gave direction to staff to return with an MOU to begin charging MCRCD for services provided by the County Auditor and County Counsel in order to be consistent with other organizations. Due to government statutes that pertain specifically to County Counsel services, a separate MOU between MCRCD and County Counsel was prepared.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
It is the intention of MCRCD to make rather limited use of counsel services.

ATTACHMENTS:
RCD LEGAL SERVICES AGREEMENT (DOCX)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
LEGAL SERVICES AGREEMENT

This Legal Services Agreement is made this 27th day of Jan, 2014 between the County of Mariposa (County) and the Mariposa County Resource Conservation District (District).

RECITALS:

(A) Public Resources Code section 9418 and Government Code sections 26520 and 26529 authorize the Mariposa County Counsel’s office to render legal services to District upon request. These sections further authorize County to charge District a fee, not to exceed the total cost to the county, for the legal services rendered.

(B) District is a local public entity organized and existing under the Division 9 (commencing with Section 9001) of the Public Resource Code. District’s territory is located entirely within the unincorporated area of Mariposa County.

(C) District, acting through its duly constituted Board of Directors, desires to retain and employ the Mariposa County Counsel’s office to provide general legal advice upon request. District further desires to pay County for the total actual costs of these services. County desires to have the Mariposa County Counsel’s office provide these services to District and to receive the aforementioned payment from District.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions set forth herein, and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. District hereby retains and employs the Mariposa County Counsel’s office to act as attorney for District in providing general legal advice on matters related to District operations. It is the intention of District to make rather limited use of counsel services. Such services will be provided only upon written or oral request made by duly authorized District staff. The District Manager and any member of District’s Board of Directors shall be authorized to request legal services on behalf of District under this agreement.

2. The Mariposa County Counsel, with the concurrence of County acting through the Mariposa County Board of Supervisors, hereby agrees to use special skills to provide professional legal services as requested by District.

3. District agrees to pay County for the services at an hourly rate of One Hundred Fifty Dollars ($150). Billings are to be made in 15 minute increments.

4. District further agrees to reimburse County for any costs actually incurred on District’s behalf, provided the County obtains written or oral approval of any individual costs over $100.00 and any aggregate costs in the course of a fiscal year over $500.00.
5. County shall submit quarterly billing statements to District itemizing amounts charged under the basic hourly rate stated in paragraph 3, and any costs and expenses for which County is entitled to reimbursement pursuant to paragraph 4. District agrees to pay the amount due within 30 days following receipt of statement.

6. District agrees to cooperate with the Mariposa County Counsel’s office to the extent necessary for the County Counsel’s office to discharge its duties under the Agreement.

7. This agreement supersedes any and all other Agreements, either oral or in writing, between District and County with respect to the subject of this Agreement.

8. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT:

By: [Signature]
President, Board of Directors

[Print Name]

COUNTY OF MARIPOSA:

By: [Signature]
Chair, Mariposa County Board of Supervisors

[Print Name]

APPROVED AS TO FORM:

[Signature]
Steven W. Dahlem, County Counsel