

AGREEMENT FOR LEGAL SERVICES

This agreement is dated May 8, 2018 and is between ORANGE COVE FIRE PROTECTION DISTRICT, a fire protection district established under California Health and Safety Code, Division 12, Part 2.7 ("District"), and the COUNTY OF FRESNO, a political subdivision of the State of California ("County").

The District is authorized by Health and Safety Code section 13861, subdivision (e), to engage legal counsel. The Office of the Fresno County Counsel ("County Counsel") is authorized by Government Code sections 26529 and 26520 to provide legal services to the District for a fee, not to exceed the total cost to the County, for the legal services rendered.

The District seeks general legal services from County Counsel, and County Counsel is willing and able to provide general legal services to the District as provided in this agreement.

The parties therefore agree as follows:

Article 1

Scope of General Legal Services

1.1 County Counsel shall provide legal services ("Services") to the District as requested by the District under Article 2 of this agreement.

(A) Legal services provided under this agreement are limited to the types of legal services customarily provided by County Counsel to departments of the County and may include, but are not limited to: (1) legal research; (2) legal advice and opinions; (3) drafting, preparing, and reviewing legal documents, such as contracts, resolutions, and ordinances.

(B) Legal services under this agreement do not include: (1) litigation services, such as representing the District in administrative hearings, court proceedings, or alternative dispute resolution proceedings such as mediation or arbitration; or (2) specialized legal services, such as those related to employment, workers compensation, health care, insurance, collections, bankruptcy, municipal securities and public finance, or federal

taxation. County Counsel will not provide litigation or specialized legal services except by separate written agreement between the District and the County.

1.2 The District acknowledges that its engagement of County Counsel under this agreement is with the Office of the Fresno County Counsel, and not with any particular attorney in that Office. County Counsel provides Services under this agreement through a deputy or deputies assigned at the sole discretion of the County Counsel.

1.3 The District represents that it is not aware of any present conflict of interest that would prevent the County Counsel from providing Services under this agreement. The District shall inform the County Counsel promptly if such a conflict arises during the term of this agreement.

Article 2

Engagement of County Counsel

2.1 The District may from time to time engage County Counsel, as provided in this Article 2, to provide Services under this agreement.

2.2 To engage County Counsel under this agreement, or to discharge County Counsel from an engagement under this agreement, the authorized representative of the District, as defined in Article 3 below, shall communicate with County Counsel in writing by a method that is practicable and reasonable in the circumstances, to request and authorize the provision of Services. That method may include, but is not limited to, email. The District acknowledges that County Counsel may require additional information, documents, or both, to determine the nature of the Services that may be required. The District agrees to provide such information and documents as requested. The District acknowledges that time spent by County Counsel requesting and reviewing, or consulting with the District regarding, such information or documents may be billed as Services under this agreement.

2.3 The District agrees to cooperate reasonably with County Counsel, including providing all relevant documents and information, making available District personnel relevant to

1 County Counsel's provision of Services, and keeping County Counsel fully informed of any
2 relevant documents, information, or developments that might come to the District's attention and
3 affect the matters on which the District has engaged County Counsel. The District also agrees
4 to safely preserve any records that are relevant to County Counsel's provision of Services until
5 the conclusion of such Services.

6 2.4 The District acknowledges that County Counsel makes no promises or guarantees
7 about the outcome of any matter. The District understands that any comments by County
8 Counsel regarding outcomes are expressions of opinion only.

9 2.5 The District acknowledges that County Counsel's primary client is the County, and
10 that the County Counsel is not statutorily obligated to provide services to the District. If a conflict
11 arises between the interests of the District and the interests of the County, which conflict may
12 include a lack of resources sufficient to provide legal services to both the District and the
13 County, County Counsel may determine that is good cause for County Counsel to withdraw
14 from this agreement, as provided in Article 7 below.

15 **Article 3**

16 **Authorized Representative of the District**

17 3.1 The authorized representative of the District is the Chairman of the Board of
18 Directors for the District, or the person designated by that board in writing to serve as the
19 authorized representative of the District.

20 3.2 The authorized representative of the District will be the primary contact person with
21 County Counsel for communications under this agreement, but County Counsel reserves the
22 right to communicate with the full Board of Directors for the District as County Counsel
23 determines is appropriate.

24 **Article 4**

25 **Compensation, Invoices, and Payments**

26 4.1 The District shall pay compensation to the County as follows:

1 (A) For Services under this agreement, the District shall pay the then-current hourly
2 rate for County Counsel as provided in the County's Master Schedule of Fees, Charges,
3 and Recovered Costs. (On the effective date of this agreement, that hourly rate is \$122
4 per hour, as provided in section 601 of the County's Master Schedule of Fees, Charges,
5 and Recovered Costs.) County Counsel has no duty to inform the District if the hourly
6 rate changes, but will provide that information upon request.

7 (B) The District shall reimburse County Counsel for reasonable and necessary out-
8 of-pocket expenses.

9 (C) The District's obligation to pay compensation under this agreement survives the
10 termination of this agreement.

11 4.2 **Invoices.** County Counsel will submit monthly invoices to the District. Each invoice
12 will reflect the tasks performed by County Counsel under this agreement, and will include:

13 (A) A description of each task performed (which may be in the form of "block billing";
14 that is, including multiple tasks);

15 (B) The name of the person who performed each task;

16 (C) The number of hours worked on each task, in increments of one-tenth (0.1) of an
17 hour; and

18 (D) The reasonable and necessary out-of-pocket expenses incurred by County
19 Counsel, if any.

20 4.3 **Payment.** The District shall pay all invoices within 30 days of receipt by remitting
21 payment to County Counsel at the address provided under section 6.1 of this agreement.

22 4.4 **Errors.** If the District believes that any invoice contains an error, it shall inform
23 County Counsel of that error within 15 days of receipt.

24 4.5 **Collection Efforts.** If County Counsel determines that it is necessary to pursue
25 collection efforts for any unpaid amounts under this agreement, the District shall pay for the
26 costs of those collection efforts, including attorney fees.

1 **Article 5**

2 **Term**

3 5.1 **Term.** This agreement is effective when signed by both parties and terminates on
4 June 30, 2018.

5 5.2 **Renewal.** After June 30, 2018, the term of this agreement is automatically renewed
6 for each following one-year period (July 1 through June 30) unless either party gives written
7 notice of termination to the other party not less than 90 days before the expiration of this
8 agreement.

9 **Article 6**

10 **Notices**

11 6.1 **Contact Information.** The persons and their addresses having authority to give and
12 receive notices provided for or permitted under this agreement include the following:

13 **For the County:**
14 County Counsel
15 COUNTY OF FRESNO
2220 Tulare Street, Suite 500
Fresno, California 93721

16 **For the District:**
17 Business Manager
ORANGE COVE FIRE PROTECTION DISTRICT
550 Center Street
18 Orange Cove, California 93646

19 6.2 **Method of Delivery.** Except as provided in Article 2, notices between the County
20 and the District provided for or permitted under this agreement must be in writing and delivered
21 either by personal service, by first-class United States mail, by an overnight commercial courier
22 service, or by telephonic facsimile transmission.

23 (A) A notice delivered by personal service is effective upon service to the recipient.

24 (B) A notice delivered by first-class United States mail is effective three County
25 business days after deposit in the United States mail, postage prepaid, addressed to the
26 recipient.

1 (C) A notice delivered by an overnight commercial courier service is effective on
2 County business day after deposit with the overnight commercial courier service,
3 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
4 the recipient.

5 (D) A notice delivered by telephonic facsimile is effective when transmission to the
6 recipient is completed (but, if such transmission is completed outside of County business
7 hours, then such delivery shall be deemed to be effective at the next beginning of a
8 County business day), provided that the sender maintains a machine record of the
9 completed transmission.

10 **6.3 Claims Presentation.** For all claims arising from or related to this agreement,
11 nothing in this agreement establishes, waives, or modifies any claims presentation requirements
12 or procedures provided by law, including but not limited to the Government Claims Act (Division
13 3.6 of Title 1 of the Government Code, beginning with section 810).

14 **Article 7**

15 **Discharge and Withdrawal**

16 **7.1 Discharge.** The District may discharge County Counsel at any time, upon giving no
17 less than five days' prior written notice to County Counsel as provided in Article 6 of this
18 agreement.

19 **7.2 Withdrawal.** County Counsel may withdraw with the District's consent, or for good
20 cause as determined by County Counsel, or if permitted under the Rules of Professional
21 Conduct of the State Bar of California and applicable law, upon giving no less than five days'
22 prior written notice to the District as provided in Article 6 of this agreement. The circumstances
23 under which County Counsel may withdraw include, but are not limited to:

24 (A) The District consents to the withdrawal;

25 (B) The District's conduct renders it unreasonably difficult, as determined by County
26 Counsel, for County Counsel to provide Services effectively; or

1 (C) The District fails to pay compensation as required by this agreement.

2 7.3 **Obligations of District.** Upon discharge or withdrawal, all unpaid charges under this
3 agreement are due and payable immediately.

4 **Article 8**

5 **General Provisions**

6 8.1 **State Audit Requirements.** If the compensation to be paid by the District under this
7 agreement exceeds \$10,000, the County is subject to the examination and audit of the
8 California State Auditor, as provided in Government Code section 8546.7, for a period of three
9 years after final payment under this agreement. The obligations under this section survive the
10 termination of this agreement.

11 8.2 **Modification.** This agreement may not be modified, and no waiver is effective,
12 except by another written agreement that is signed by both parties.

13 8.3 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
14 under this agreement without the prior written consent of the other party.

15 8.4 **Governing Law.** The laws of the State of California govern all matters arising from
16 or related to this agreement.

17 8.5 **Jurisdiction and Venue.** This agreement is signed and performed in Fresno
18 County, California. The District consents to California jurisdiction for actions arising from or
19 related to this agreement, and, subject to the Government Claims Act, all such actions must be
20 brought and maintained in the Fresno County Superior Court.

21 8.6 **Construction.** This agreement is the result of the parties' combined efforts. If
22 anything in this agreement is found by a court of competent jurisdiction to be ambiguous, that
23 ambiguity is to be resolved by construing the terms of this agreement according to their
24 generally accepted meaning, and not by construing the terms of this agreement for or against
25 either party.

1 8.7 **Headings.** The headings and section titles in this agreement are for convenience
2 only and are not part of this agreement.

3 8.8 **Severability.** If anything in this agreement is found by a court of competent
4 jurisdiction to be unlawful or otherwise unenforceable, the balance of this agreement remains in
5 effect.

6 8.9 **Entire Agreement.** This agreement is the entire agreement between the District and
7 the County with respect to the subject matter of this agreement, and it supersedes all previous
8 negotiations, proposals, commitments, writings, advertisements, publications, and
9 understandings of any nature unless those things are expressly included in this agreement.

10 8.10 **Third-Party Beneficiaries.** This agreement does not and is not intended to create
11 any rights or obligations for any person or entity except for the parties.

12 8.11 **Authorized Signatures.** The District represents and warrants to the County that:

13 (A) The District is duly authorized and empowered to sign and perform its obligations
14 under this agreement.

15 (B) The individual signing this agreement on behalf of the District is duly authorized
16 to do so and his or her signature on this agreement will legally bind the District to the
17 terms of this agreement.


18 8.12 **Counterparts.** This agreement may be signed in counterparts, each of which is an
19 original, and all of which together constitute this agreement.

20 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this agreement on the date stated in the introductory clause.

2 ORANGE COVE FIRE PROTECTION
3 DISTRICT

COUNTY OF FRESNO

4 
5 Lee Bailey, President of the Board of Fire
Commissioners


Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

6 550 Center Street
7 Orange Cove, California 93646

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9 By: 
10 Deputy

11 For accounting use only:

12 Org No.: 0710
13 Account No.: 5039
14 Fund No.: 0001
15 Subclass No.: 10000
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