



Agenda Date: 2/28/2006  
Agenda Placement: 6L

## NAPA COUNTY BOARD OF SUPERVISORS Board Agenda Letter

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**TO:** Board of Supervisors  
**FROM:** Robert Westmeyer - County Counsel  
County Counsel  
**REPORT BY:** Brandi Periera, Paralegal , 251-1090  
**SUBJECT:** Approval of Agreement for legal services by County Counsel to Circle Oaks Water District

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### **RECOMMENDATION**

County Counsel requests approval of and authorization for the Chair to sign a revenue agreement with the Circle Oaks Water District for a maximum of \$1,000 for the term February 28, 2006 through June 30, 2006 and a maximum of \$5,000 per fiscal year for the term commencing July 1, 2006 for legal services.

### **EXECUTIVE SUMMARY**

The General Manager of the Circle Oaks Water District (the "District") has requested that the County Counsel's office provide the District with needed legal services. The services would be limited to routine legal services. Legal services that would require inordinate amounts of time, including but not limited to most litigation, would be referred to outside counsel. The full cost of the assigned attorneys' time would be billed to the District. These financial requirements are acceptable to the District.

The California Water and Government Codes provide that water districts may contract for legal services and that the county counsel of a county may, upon request, provide legal services to local public entities not governed by the county board of supervisors for a fee not to exceed the total cost to the county to provide such services.

These types of services have been provided once before in the mid-1990s at the request of the Los Carneros Water District without adversely impacting the ability of the county counsel's office to provide the county with an adequate level of legal services. The county counsel believes his office can do that again in this case. If the workload becomes too excessive county counsel will recommend terminating the agreement with the District. However, because of the size of the District it is unlikely that will occur and thus providing legal services to the District on an ongoing basis is acceptable to county counsel.

### **FISCAL IMPACT**

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Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
What is the revenue source?	From the Circle Oaks Water District. The full cost of the assigned attorneys' time would be billed to the District. The maximum compensation for fiscal year 05-06 is \$1,000 and commencing fiscal year 06-07 is \$5,000 per fiscal year.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This is a revenue agreement.
Is the general fund affected?	No
Future fiscal impact:	The full cost of the assigned attorneys' time would be billed to the District. The maximum compensation per fiscal year is \$5,000.
Consequences if not approved:	The Circle Oaks Water District will not receive legal services from the County.
Additional Information:	None

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

### **BACKGROUND AND DISCUSSION**

California Water Code section 30544 provides that a water district organized under the County Water District Law, such as the Circle Oaks Water District, may enter into agreements to engage legal counsel. California Government Code sections 26520/26529 provide that county counsel may, upon request, offer legal services to local public entities not governed by the county board of supervisors for a fee not to exceed the total cost to the county to provide such services.

The District desires that legal services be provided by the county counsel on an as-needed basis. County counsel is willing to provide those services so long as they are within the scope of the recommended Agreement. The Agreement provides that county counsel will provide the following services:

1. Legal advice and consultation.
2. Drafting and review of contracts, conveyances, District resolutions and policies, and other legal documents.
3. Legal services pertaining to personnel matters.
4. Attendance at the District Board and staff meetings, as legal counsel, upon request by the District's General Manager. Any other attendance by County Counsel shall be viewed as attendance as a member of the general public or on behalf of another represented entity and that time shall not be compensated by District or included in invoices to District.
5. Representation in court and at administrative hearings in routine matters.
6. Oversight and administration of contracts and outside legal counsel other than counsel representing the District in insurance, workers' compensation, unemployment insurance and retirement matters.

Napa County will not provide the following services:

1. Representation insurance (personal injury or property damage), workers' compensation, unemployment insurance and retirement matters.
2. Representation in court and at administrative hearings in non-routine matters. For purposes of this agreement, non-routine shall mean any litigation or administrative law matters requiring more than 8 hours of attorney time or appearing at a court outside of Napa County.
3. Representation in matters relating to landslides and the impact to county roads.
4. Representation where a conflict of interest exists.

**SUPPORTING DOCUMENTS**

None

CEO Recommendation: Approve

Reviewed By: Maiko Klieman