

FORM APPROVED COUNTY COUNSEL  
 BY: Marshall Victor 6/18/09  
 DATE

320



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

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
 June 3, 2009

**SUBJECT:** First Amendment—Personal Service Agreement for Legal Services

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and execute the First Amendment of a three year Personal Service Agreement with Luce, Forward, Hamilton and Scripps, LLC, Inc. in the amount of \$335,000; and
2. Authorize the undersigned Assistant County Executive Officer/EDA, or his designee, to sign tasking letters.

**BACKGROUND:** (Commences on Page 2)

*Robert Field*

Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$335,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10

SOURCE OF FUNDS: PSEC, DIF, TUMF and Developer Contribution Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Jennifer L. Sargent*  
 Jennifer L. Sargent

County Executive Office Signature

Dept't Recomm.  Consent  Policy  Policy

Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: 3.27, 1/27/09

District: All

Agenda Number:

3.34

Reviewed by  
 OPTTEAM  
*Christopher Hans*  
 Christopher Hans

**BACKGROUND:**

Under the proposed amended contract, Luce, Forward, Hamilton and Scripps LLC, Inc. (LFHS, LLC) shall continue to provide legal services in regards to Clinton-Keith Road Widening Project, Eastvale Community Center and Fire Station, Public Safety Enterprise Communication (PSEC) Project, and general legal services as required. EDA wants to increase compensation paid to LFHS, LLC by \$335,000 (for a new not-to-exceed limit for legal services of \$735,000) to finalize settlements of existing condemnation lawsuits that have been filed. The contract sets "not to exceed" limits and provides the county with the right without an obligation to buy services. If approved by the Board, EDA will have the ability and right, but no obligation, to contract for LFHS, LLC's services as needed over the next two years.

In order for the contract to function on demand, \$335,000 of the permitted services may be used in FY 2009/2010. Any unused funding authority may be carried into the next FY 2010/2011. The use of a master professional service contract avoids the delay and work effort to seek Board authorization for each legal task over \$25,000. Most requests for legal services are small clarifications, but sometimes the commitment goes past the \$25,000 limit, creating issues with continued service.

This Form 11 has been reviewed and approved by County Counsel as to legal form.

**REIMBURSEMENT:**

As with other EDA services, costs will be recovered from project budgets. A departmental budget adjustment will be requested for EDA's FY 2009/2010 budget in the first quarter report to cover the costs of anticipated legal services associated with these projects.

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
WITH LUCE, FORWARD, HAMILTON AND SCRIPPS, LLP

THIS FIRST AMENDMENT TO AGREEMENT is entered into as of April, 27, 2009, and is made by and between THE COUNTY OF RIVERSIDE, on behalf of the Economic Development Agency, formerly known as the Department of Facilities Management (hereinafter referred to as "COUNTY") and LUCE, FORWARD, HAMILTON AND SCRIPPS, LLP (hereinafter referred to as "ATTORNEYS").

RECITALS

- A. COUNTY and ATTORNEYS are parties to that certain Agreement approved the Board of Supervisors on January 27, 2009, for Legal Services ("Agreement").
- B. The Agreement limits the total amount of compensation to be paid to the ATTORNEYS to Three Hundred Thousand Dollars (\$300,000) in any single Fiscal Year, or Four Hundred Thousand Dollars (\$400,000) over the three Fiscal Years of the Agreement (2008/09, 2009/10, 2010/11) unless a written amendment to this Agreement is executed by both parties prior to performance of any additional services.
- C. COUNTY and ATTORNEYS desire to amend the Agreement to provide a revised amount of total compensation to be paid to ATTORNEYS and to allow any unused funding authority for the 2009/10 fiscal year to be carried into the next fiscal year, 2010/11.

NOW, THEREFORE, the parties do hereby agree to amend that certain Agreement as follows:

1. Section 10. COMPENSATION shall be amended in its entirety to read as follows:

10. COMPENSATION.

10.1 The total amount of compensation paid to ATTORNEYS under the terms of the Agreement shall not exceed the sum of Four Hundred Thousand Dollars (\$400,000) for any single Fiscal Year, and shall not exceed the total sum of Seven Hundred Thirty-Five Thousand over the three Fiscal Years of the Agreement (2008/09, 2009/10, 2010/11), unless a written amendment to this Agreement is executed by both parties prior to performance of any additional services. ATTORNEYS shall notify the COUNTY immediately in writing when ATTORNEYS have expended seventy-five percent (75%) of the total compensation. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation.

10.2 Any unused funding within any single Fiscal Year may be carried over into the next fiscal year.

2. AGREEMENT IN FULL FORCE AND EFFECT. Except as provided above, the Agreement is unmodified hereby and remains in full force and effect.

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

ATTEST:

Kecia Harper-Them, Clerk

By: \_\_\_\_\_

Chairperson, Board of Supervisors

By: \_\_\_\_\_

Deputy

Dated: 5.20.09

ATTORNEYS

By:  \_\_\_\_\_

Partner (signature)

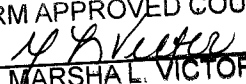
Print name: John C. Murphy

By:  \_\_\_\_\_

Partner (signature)

Print name: Jennifer W. Dienhart

BP:cr  
6/3/09  
12.734

FORM APPROVED COUNTY COUNSEL  
BY:  6/18/09  
MARSHAL VICTOR DATE