

309 B



**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
June 30, 2009

SUBJECT: Amendment No. 2 to
Laboratory Services Agreement

RECOMMENDED MOTION:

1. Approve Amendment No. 2 to Agreement between the District and E.S. Babcock & Sons, Inc. (Consultant)
2. Authorize the Chairman to execute the Amendment on behalf of the District; and
3. Direct the Purchasing Agent to issue a purchase order on behalf of the District.

BACKGROUND:

The Amendment sets forth the terms and conditions by which Consultant shall continue to provide laboratory testing and analysis in connection with the District's NPDES Monitoring Program until June 30, 2012 and authorize additional expenditures per fiscal year.

(Continued on Page 2)

TLC:blj

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	F.Y. 09-10 District Cost:	\$200,000.00	F.Y. 09-10 Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$200,000.00	For Fiscal Year:	FYE 2010,11,12

SOURCE OF FUNDS:

25180	947540	525440	NPDES Whitewater Prof. Services Agreement
25190	947560	525440	NPDES Santa Ana Prof. Services Agreement
25200	947580	525440	NPDES Santa Margarita Prof. Services Agreement

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

FISCAL PROCEDURES APPROVED
BY: NEAL M. CHAND, FINANCE DIRECTOR
6/18/09

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE

Departmental Concurrence
BY: WILLIAM CHAND

- Policy
- Policy
- Consent
- Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: District: All Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

11.5

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Amendment No. 2 to
Laboratory Services Agreement

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Page 2

BACKGROUND (continued):

The NPDES monitoring program is evolving and continues to grow each year due to additional regulatory requirements. Given consultant's familiarity with the program, past experience performing testing and analysis and the central location of the lab relative to sampling locations (which is important due to short time frame requirements between collection and analysis), it is in the District's best interest to continue laboratory services with Consultant to support NPDES monitoring programs.

County Counsel has approved the Agreement as to legal form.

FINANCIAL:

Sufficient funds are included in the District's NPDES Program Budget for FY2009/2010. Sufficient funds will be included in the District's NPDES Budget for FY 2010/2011 and FY 2011/2012.

TLC:bjj

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2. Section 5 of the AGREEMENT is changed to read:

"5. PAYMENT – Payment to BABCOCK shall be in accordance with the current schedule of fees as set forth herein on Attachment "A" and upon receipt of the laboratory analysis reports with accompanying invoice. The total annual cost shall not exceed two hundred thousand dollars (\$200,000.00) for any Fiscal Year 2009/2010, 2010/2011, or 2011/2012, unless a written amendment to this Agreement is executed by both parties prior to performance of additional services."

3. Attachment "A" of AGREEMENT is replaced in its entirety by the new Attachment "A" attached hereto and made a part hereof.

4. Except to the extent specifically added to, modified or amended hereunder, all of the terms, covenants and conditions of AGREEMENT shall remain in full force and effect between the parties hereto.

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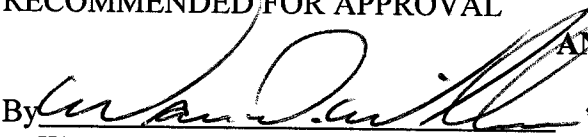
IN WITNESS WHEREOF, the parties hereto have executed this

Second Amendment to Agreement on _____
(to be filled in by Clerk of the Board)

RIVERSIDE COUNTY FLOOD CONTROL

RECOMMENDED FOR APPROVAL

AND WATER CONSERVATION DISTRICT

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

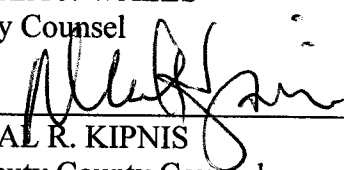
By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

E.S. BABCOCK & SONS - Laboratory Services Agreement Addendum No. 2. (FY 09/12)
TLC:blj
6/18/09

E. S. BABCOCK & SONS, INC.

By Allison Mackenzie

ALLISON MACKENZIE
Printed Name

CEO
Title

951.653.3351
Area Code/Phone Number

(NOTARY)

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E.S. BABCOCK & SONS - Laboratory Services Agreement Addendum No. 2. (FY 09/12)
TLC:blj
6/18/09

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

On 6.19.09 before me, Tanya Lopez, Notary Public
Date Here Insert Name and Title of the Officer

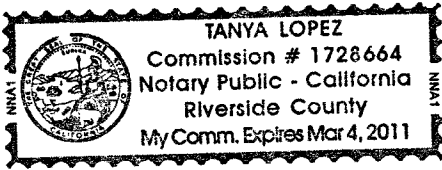
personally appeared Allison Mackenzie
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tanya Lopez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: LAB SALES AGMT

Document Date: 6.19.09 Number of Pages: 9

Signer(s) Other Than Named Above: /

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

