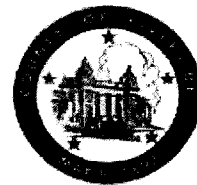


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**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Economic Development Agency

SUBMITTAL DATE:
July 15, 2010

SUBJECT: First Amendment - Personal Service Agreement for Legal Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the First Amendment of a Three Year Personal Service Agreement with Asaro, Keagy, Freeland & McKinley for legal services not-to-exceed \$290,000 commencing upon Board of Supervisors (Board) approval and ending June 30, 2012; and
2. Authorize the undersigned Assistant County Executive Officer/EDA, or his designee, to sign tasking letters.

BACKGROUND: (Commences on Page 2)

Lisa Brandl for

Robert Field
Assistant County Executive Officer/EDA
By Lisa Brandl, Assistant Director

FINANCIAL DATA	Current F.Y. Total Cost:	Up to \$290,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2010/11
SOURCE OF FUNDS: Developer Contributions 75%, TUMF Funds 25%			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

Consent Policy
 Consent Policy

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

Prev. Agn. Ref.: 3.53 of 7/21/2009

District: 3

Agenda Number:

3.25

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 7/12/10
 SAMUEL WONG
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: *Glenn R. Beloit* 7/8/10
 GLENN R. BELOITIAN
 DATE

BACKGROUND:

Under the proposed amended contract, Asaro, Keagy, Freeland & McKinley (AKFM), will continue providing legal services, through an increased contract amount of \$290,000 (not-to-exceed limit of \$580,000), pertaining to the Clinton Keith Road Project and, in particular, the California Environmental Quality Act and Public Records Act Requests on the Anheuser-Busch property. The contract sets “not-to-exceed” limits and provides the county the right without an obligation to buy services. If approved by the Board of Supervisors, EDA will have the ability and right, but no obligation, to contract for AKFM services as needed over the next two years.

In order for the contract to function on demand, up to \$290,000 of the permitted services may be used in FY 2010/11. Any unused funding authority may be carried into FY 2011/12. 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 2010/11 budget in the first quarter report to cover the costs of anticipated legal services associated with this project.

1 FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH ASARO,
2 KEAGY, FREELAND & MCKINLEY

3 THIS FIRST AMENDMENT is entered into as of _____, and is made by and
4 between THE COUNTY OF RIVERSIDE, on behalf of the Economic Development Agency and
5 Transportation Department, (hereinafter referred to as "COUNTY") and ASARO, KEAGY,
6 FREELAND & MCKINLEY (hereinafter referred to as "ATTORNEYS").

7 RECITALS

8 A. COUNTY and ATTORNEYS are parties to that certain Agreement approved by
9 the Board of Supervisors on July 21, 2009, for Legal Services ("Agreement").

10 B. The Agreement limits the total amount of compensation to be paid to the
11 ATTORNEYS to Two Hundred Ninety Thousand Dollars (\$290,000) in any single fiscal year,
12 and to Two Hundred Ninety Thousand Dollars (\$290,000) over the two Fiscal Years of the
13 Agreement (2009/10, 2010/11) unless a written amendment to this Agreement is executed by
14 both parties prior to performance of any additional services.

15 C. COUNTY and ATTORNEYS desire to amend the Agreement to provide a
16 revised amount of total compensation to be paid to ATTORNEYS and to extend the term of the
17 Agreement by one additional fiscal year, and to allow any unused funding within a single fiscal
18 year to be carried over into the next fiscal year.

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

21 1. Section 1. TERM shall be amended in its entirety to read as follows:

22 1. TERM. This Agreement shall commence on execution and shall continue through
23 the end of the County Fiscal Year 2011/12, or completion of the last work assignment,
24 whichever comes first, unless sooner terminated pursuant to Section 4, Section 6, or Section
25 7.

2. 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 Two Hundred Ninety Thousand Dollars
(\$290,000) for any single Fiscal Year, and shall not exceed the total sum of Five Hundred
Eighty Thousand dollars (\$580,000) over the three Fiscal Years of the Agreement (2009/10,
2010/11, 2011/12), 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.

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3. 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-Ihem,
Clerk of the Board

By: _____
Marion Ashley, Chairman
Board of Supervisors

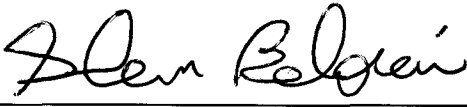
By: _____
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

ATTORNEYS:

Asaro, Keagy, Freeland & McKinley

By: 

Glenn Beloian
Deputy County Counsel

By: 

Steven A. McKinley

SAS:ra
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