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

FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:

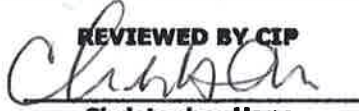
October 25, 2012

SUBJECT: Second Amendment to Professional Services Agreement for Legal Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Second Amendment to the Professional Services Agreement with Murphy & Evertz, LLP, for an increased contract amount of \$300,000 commencing upon Board of Supervisors (Board) approval and ending June 30, 2013 and;
2. Authorize the Assistant County Executive Officer/EDA, or his designee, to administer this agreement and;
3. Approve and direct the Auditor-Controller to adjust the Economic Development Agency's FY2012/13 budget as outlined in Schedule A.

BACKGROUND: (Commences on Page 2)

REVIEWED BY CIP

 Christopher Hans


 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 300,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Developer Impact Fees (previously approved budget)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

 BY: Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 10/23/12
 DATE: 10/19/12
 SAMUEL WONG
 MARSHAL L. VICTOR

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

Prev. Agn. Ref.: 3.11 of 5/8/12

District: All

Agenda Number: **3.35**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

BACKGROUND:

Under the proposed amended contract, Murphy & Evertz, LLP will continue providing legal services through an increased contract amount of \$300,000 pertaining to finalizing the litigation efforts regarding the Eastvale Community Center and the Alvin Assink Litigation. If approved by the Board of Supervisors, the Economic Development Agency (EDA) will have the ability and right, but not the obligation, to contract for Murphy & Evertz, LLP services as needed for the remainder of this Fiscal Year 2012/13 and through the remainder of this litigation.

The use of a master professional services contract avoids the delay and work effort to seek Board authorization for each and every legal task over \$25,000.

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

FINANCIAL DATA:

All associated costs for this agreement will be fully funded through the . While EDA will front the cost for the legal services, the Executive Office will reimburse EDA for all associated costs. The EDA does not have this budgeted; therefore, a budget adjustment is requested at this time. Any unused funding authority may be carried into FY 2013/14.

Attachment:
Schedule A
Second Amendment-Professional Services Agreement

Schedule A

Increase Appropriations:
47220-7200400000-525020

Legal Services \$300,000

Increase Estimated Revenues:
47220-7200400000-777550

Right of Way Services \$300,000

1 SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT WITH
2 MURPHY & EVERTZ

3
4 THIS SECOND AMENDMENT is entered into as of _____, and is made by
5 and between THE COUNTY OF RIVERSIDE, on behalf of the Economic Development Agency
6 (hereinafter referred to as "COUNTY") and MURPHY & EVERTZ LLP (hereinafter referred to
7 as "ATTORNEYS").

8 RECITALS

9 A. COUNTY and ATTORNEYS are parties to that certain Agreement approved by
10 the Board of Supervisors on June 29, 2010, for Legal Services ("Agreement") and First
11 Amended on May 8, 2012.

12 B. The Agreement currently limits the total amount of compensation to be paid to
13 ATTORNEYS to Six Hundred Thousand Dollars (\$600,000) for Fiscal Years 2009/10 through
14 2012/13 unless a written amendment to the Agreement is executed by both parties prior to
15 performance of any additional services.

16 C. COUNTY and ATTORNEYS desire to amend the Agreement to provide a
17 revised and increased amount of total compensation to be paid to ATTORNEYS and to allow
18 any unused funding with a single fiscal 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 4. COMPENSATION subparagraph 4.1 shall be amended in its entirety to
22 read as follows:

23 4.1 The total amount of compensation paid to ATTORNEYS under the terms of the
24 Agreement shall not exceed the following amounts for the indicated time periods:

25 For Fiscal Year 2009-2010 – not to exceed \$150,000

26 For Fiscal Year 2010-2011 – not to exceed \$350,000

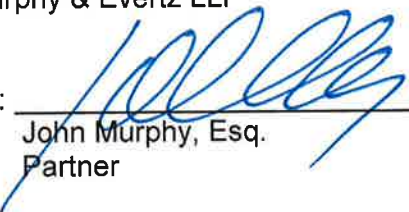
27 For Fiscal Year 2011/12 and 2012/13 – \$400,000 plus any unused funding from prior
28 fiscal years.

1 These amounts may be amended by the parties to this Agreement, provided a written
2 amendment is executed by both parties prior to performance of any additional services. The
3 fees incurred under this Agreement in any fiscal year may be less than the "not to exceed"
4 amount listed above. In that case, the "not to exceed" amounts for the subsequent year shall be
5 increased by the unused amount. ATTORNEYS shall notify the COUNTY immediately in writing
6 when ATTORNEYS have expended seventy-five percent (75%) of the total compensation.

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

9
10 Murphy & Evertz LLP

11
12 Dated: 10-5-12

13 By: 
14 John Murphy, Esq.
15 Partner

16 COUNTY OF RIVERSIDE

17 Dated: _____

18 By: _____
19 John Tavaglione, Chairman
20 Board of Supervisors

21 ATTEST:
22 Kecia Harper-Ihem
23 Clerk of the Board

24 By _____
25 Deputy

26 APPROVED AS TO FORM
27 Pamela Walls, County Counsel

28 By:  10/2/12
Marsha L. Victor, Deputy