

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

639



**FROM:** County Counsel

**SUBMITTAL DATE:**  
November 15, 2012

**SUBJECT:** First Amendment to the Amended and Restated Legal Services Agreement with Robert L. Klotz, Esq., effective May 15, 2012.

**RECOMMENDED MOTION:** That the Board of Supervisors approve and authorize the Chairman to sign the attached first amendment to the Legal Services Agreement with Robert L. Klotz, Esq. increasing the total agreement amount from \$200,000 to \$240,000.

Departmental Concurrence

**BACKGROUND:** On March 20, 2012, the Board approved a legal services agreement with Robert L. Klotz, Esq., to provide representation in connection with the implementation of the County's Solar Power Plant Program. On May 15, 2012, the Board approved amending and restating the legal services agreement with Mr. Klotz to include providing implementation and litigation support services in connection with the litigation against the County concerning adoption of the Solar Power Plant Program (Riverside County Superior Court Case No. 1200838). The amended and restated agreement increased the compensation amount for Mr. Klotz to \$200,000.

(continued on page 2)

Tiffany N. North, Deputy County Counsel for  
Pamela J. Walls, County Counsel

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012-2013

<b>SOURCE OF FUNDS:</b> Solar Franchise Payments	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE

BY:   
Denise C. Harden

**County Executive Office Signature**

Policy

Policy

Consent

Consent

Dep't Recomm.:

Per Exec. Ofc.:

The Honorable Board of Supervisors

RE: First Amendment to the Amended and Restated Legal Services Agreement with Robert L. Klotz, Esq., effective May 15, 2012.

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The legal action remains on-going with trial currently calendared for May 24, 2013. The attached first amendment increases the compensation amount under the agreement to a total of \$240,000 for continued implementation and litigation support services. The cost of all legal services authorized by the legal services agreement will be fully covered by solar franchise revenue. There will be no annual net county cost.

1                                   **FIRST AMENDMENT TO AMENDED AND RESTATED**  
2                                   **LEGAL SERVICES AGREEMENT BY AND BETWEEN THE**  
3                                   **COUNTY OF RIVERSIDE AND ROBERT L. KLOTZ**  
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5                   That certain Amended and Restated Legal Services Agreement (“Agreement”) by and between the  
6 COUNTY OF RIVERSIDE, hereinafter called “COUNTY” and Robert L. Klotz, hereinafter called  
7 “ATTORNEY”, effective May 15, 2012, is hereby amended by this First Amendment, as follows:

8                   1. Section 4.3 of the Agreement is hereby amended to read as follows:

9                   “4.3                   COMPENSATION FOR OTHER SERVICES. With respect to the services  
10 described in paragraphs (1) and (3) of Exhibit A to the Agreement, the total amount of  
11 compensation paid to ATTORNEY shall not exceed the sum of TWO HUNDRED FORTY  
12 THOUSAND dollars (\$240,000). The TWO HUNDRED FORTY THOUSAND dollars  
13 (\$240,000) authorized by this Agreement is in addition to the TWENTY-FIVE THOUSAND  
14 dollars (\$25,000) paid under the prior legal services agreement referenced in paragraph 1 of  
15 the Agreement. COUNTY and ATTORNEY will monitor work requirements and efforts such  
16 that the limits of compensation are not exceeded. ATTORNEY shall notify COUNTY  
17 immediately in writing when ATTORNEY has expended seventy-five percent (75%) of the  
18 pre-approved compensation as stated in this Agreement. This First Amendment ratifies and  
19 approves the continuation of legal services which were provided in excess of the original  
20 amount authorized under the Agreement.”

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1           2.     EFFECT OF AMENDMENT. Except as expressly amended by this First Amendment, all  
2 provisions of the Agreement shall remain in effect.

3 Dated: \_\_\_\_\_ COUNTY OF RIVERSIDE

6 By: \_\_\_\_\_  
7 Chairman, Board of Supervisors

10 ATTEST:  
11 Kecia Harper-Ihem, Clerk of the Board

14 By: \_\_\_\_\_  
15 Deputy

18 Dated: \_\_\_\_\_ ATTORNEY  
20 \_\_\_\_\_  
21 Robert L. Klotz

24 FORM APPROVED COUNTY COUNSEL  
25 BY:  11/19/12  
26 TIFFANY N. NORTH DATE