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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

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	Up to \$290,000	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$0	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$0	<b>For Fiscal Year:</b>	2010/11

<b>SOURCE OF FUNDS:</b> Developer Contributions 75%, TUMF Funds 25%	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

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

**County Executive Office Signature**

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* 7/18/10  
 GLENN R. BELOIAN  
 DATE

Consent     Policy  
 Consent     Policy

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Buster, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** Tavaglione  
**Date:** July 27, 2010  
**xc:** EDA, Auditor

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

**Dept's 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

**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 July 27, 2010, 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: JUL 27 2010

COUNTY OF RIVERSIDE:

**ATTEST:**  
Kecia Harper-Ihem,  
Clerk of the Board

By: Marion Ashley  
Marion Ashley, Chairman  
Board of Supervisors

By: Kecia Harper-Ihem  
Deputy

**APPROVED AS TO FORM:**  
Pamela J. Walls  
County Counsel

**ATTORNEYS:**  
Asaro, Keagy, Freeland & McKinley

By: Glenn Beloian  
Glenn Beloian  
Deputy County Counsel

By: Steven A. McKinley

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