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Per

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

509B



FROM:

General Manager-Chief Engineer

SUBMITTAL DATE: November 20, 2012

SUBJECT:

Revised National Pollutant Discharge Elimination System

Professional Services Providers Lists

Amendment No. 1 to Consulting Services Agreements

RECOMMENDED MOTION:

1. Approve the 'revised Tier 1 National Pollutant Discharge Elimination System Support and Ancillary Professional Services Providers List' (Attachment "A") for use on an as-needed basis, for Fiscal Years 2012-2013, 2013-2014 and 2014-2015:

Continued on Page 2.

BACKGROUND:

See Pages 2 and 3.

FINANCIAL:

See Page 3.

WARREN D. WILLIAMS

General Manager-Chief Engineer

FINANCIAL

Current F.Y. District Cost:

\$2.800,000

\$2,800,000

In Current Year Budget: Yes

Current F.Y. County Cost:

Budget Adjustment:

N/A

DATA

Annual Net District Cost:

N/A

For Fiscal Year:

12/13; 13/14; 14/15 **Positions To Be**

SOURCE OF FUNDS: 25180 947540 525440 NPDES Whitewater Assessment 25190 947560 525440 NPDES Santa Ana Assessment

Deleted Per A-30

25200 947580 525440 NPDES Santa Margarita Assessment

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Ashley, seconded by Supervisor Buster 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:

November 20, 2012

XC:

Flood

Kecia Harper-Ihem

Clerk of the Board

Prev. Agn. Ref.: 08/16/11:11.14 TACH Districts ALED Agenda Number:

WITH THE CLERK OF THE BOARD

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

SUBJECT: Revised

Revised National Pollutant Discharge Elimination System

Professional Services Providers Lists

Amendment No. 1 to Consulting Services Agreements

SUBMITTAL DATE:

November 20, 2012

Page 2

RECOMMENDED MOTION:

- 2. Approve the 'revised Tier 2 National Pollutant Discharge Elimination System Professional Services Providers List' (Attachment "B"), for use on an as-needed basis for Fiscal Years 2012-2013, 2013-2014, and 2014-2015;
- 3. Approve eight (8) Amendment No. 1 to Consulting Services Agreements between the District and the following National Pollutant Discharge Elimination System support and ancillary professional services providers: AEI-CASC Engineering, Inc., AMEC E&I, Inc., Brown and Caldwell, HDR Engineering, Inc., RBF Consulting, Tetra Tech, Inc., Weston Solutions, Inc., and URS Corporation Americas;
- 4. Authorize the Chairman to execute the Amendment documents on behalf of the District; and
- 5. Authorize the District's General Manager-Chief Engineer to sign any necessary future amendments to the above Consulting Services Agreements that do not increase the cost to the District and do not materially change the scope of services.

BACKGROUND:

On August 16, 2011, the District Board adopted two lists of pre-qualified consultants, referred to as the Tier 1 National Pollutant Discharge Elimination System (NPDES) Support and Ancillary Professional Services list and Tier 2 Project Specific NPDES Professional Services list. The Board approved Tier 1 list authorizes individual contract limits of \$100,000 in any fiscal year while the Board approved Tier 2 list authorizes individual contract limits of \$250,000 in any fiscal year with a further cap of \$750,000 for the entire term of the contract. The Tier 1 and Tier 2 lists are valid for three years. Prior to its expiration in August 2014, the District will issue another Request for Qualifications to various firms with the intent to establish a new pre-qualified consultants list(s) for the NPDES Support and Ancillary Professional Services.

The existing Board approved Tier 1 and Tier 2 lists share the following same consulting firms: AEI-CASC Engineering, Inc., AMEC E&I, Inc., Brown and Caldwell, CDM, HDR Engineering, Inc., RBF Consulting, Tetra Tech, Inc., and URS Corporation Americas. The Tier 1 and Tier 2 lists, in combination, authorize individual contract limits of \$100,000 and \$250,000 in any fiscal year, respectively. This separate contracting mechanisms created under the lists have introduced unnecessary administrative burden associated with contracting complexities and resulted in delays in initiating time-sensitive projects. This issue is related to current Board Agenda Item No. 11.2, which is an example of some of the difficulties experienced with these two separate contracting mechanisms. In order to allow District to streamline its contract administration process and to respond to regulatory requirements in a timely manner, District staff is recommending that 1) the Tier 1 list be revised to exclude the above consulting firms; and 2) the Tier 2 list be revised to increase the individual contract limits from \$250,000 in any fiscal year to \$250,000 for Fiscal Year 2011-2012 and \$350,000 for any fiscal year thereafter with a further cap of \$950,000 for the entire term of the contract.

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

SUBJECT: Revised National Pollutant Discharge Elimination System

Professional Services Providers Lists

Amendment No. 1 to Consulting Services Agreements

SUBMITTAL DATE: N

November 20, 2012

Page 3

Under the eight (8) Amendment No. 1 documents (Amendments) to the existing Consulting Services Agreements recommended for approval via this action, the District will have the ability but no obligation, to utilize the services of AEI-CASC Engineering, Inc., AMEC E&I, Inc., Brown and Caldwell, HDR Engineering, Inc., RBF Consulting, Tetra Tech, Inc., Weston Solutions, Inc. and URS Corporation Americas for NPDES Support and Ancillary Professional Services on an as-needed basis for Fiscal Years 2011-2012, 2012-2013, 2013-2014, and 2014-2015. These Amendments are for a "not-to-exceed" amount of \$250,000 for Fiscal Year 2011-2012, \$350,000 for any fiscal year thereafter with a further cap of \$950,000 for the entire term of the Amendment for each firm as described in the respective Amendments.

FINANCIAL:

Sufficient funding is available in the District's budget for Fiscal Year 2012-2013 and will be included in the proposed budget(s) for Fiscal Years 2013-2014 and 2014-2015.

ATTACHMENT "A"

Revised Tier 1 National Pollutant Discharge Elimination System Support and Ancillary Professional Services Providers List – expires in August 2014

(Services with a not-to-exceed limit of \$100,000 per Board Policy H-7)

Babcock Laboratories, Inc.

Larry Walker Associates, Inc.

Nautilus Environmental, Inc.

Watearth, Inc.

ATTACHMENT "B"

Revised Tier 2 National Pollutant Discharge Elimination System Support and Ancillary Professional Services Providers List – expires in August 2014

(Services with a not-to-exceed limit of \$250,000 for Fiscal Year 2011-2012 and \$350,000 for any fiscal year thereafter with a further cap of \$950,000 for each individual contract)

AEI-CASC Engineering, Inc.

AMEC Environment & Infrastructure, Inc.

(Note: formerly Amec E&I, Inc.)

Brown and Caldwell

CDM Smith, Inc. (Note: formerly CDM, Inc.)

HDR Engineering, Inc.

RBF Consulting

Tetra Tech, Inc.

URS Corporation Americas

Weston Solutions, Inc.

AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and AEI-CASC ENGINEERING, INC., hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter referred to as AGREEMENT, dated August 16, 2011 to provide on-call National Pollutant Discharge Elimination System (NPDES) support services in accordance with applicable federal, state, and local laws and regulations as requested by DISTRICT; and

DISTRICT desires CONSULTANT to provide additional services above the level specified in the AGREEMENT and CONSULTANT is willing to perform such work as requested by DISTRICT; and

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to amend the AGREEMENT as follows:

1. Section 4 is amended to read:

4. TERM

The term of this AGREEMENT became effective on the date the AGREEMENT was executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2014 and completed by June 30, 2015.

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2. Section 5 is amended to read:

5. **COMPENSATION**

CONSULTANT shall receive compensation for all services satisfactorily performed under this AGREEMENT in accordance with the terms of the approved Task Order(s). The total amount to be paid to CONSULTANT for the performance of all Task Orders approved pursuant to this AGREEMENT shall not exceed two hundred fifty thousand dollars (\$250,000) for Fiscal Year 2011-2012, three hundred fifty thousand dollars (\$350,000) in any fiscal year thereafter and shall not exceed the sum of nine hundred fifty thousand dollars (\$950,000) for the entire term of this AGREEMENT.

Except to the extent specifically added to, modified or amended 3. herein, all of the terms, covenants and conditions of said AGREEMENT dated August 16, 2011, shall remain in full force and effect between the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on 2 NOV 20 2012 (to be filled in by Clerk of the Board) 4 RIVERSIDE COUNTY FLOOD CONTROL RECOMMENDED FOR APPROVAL: AND WATER CONSERVATION DISTRICT 6 7 8 WARREN D. WILLIAMS MARION ASHLEY, Chairman Riverside County Flood Control and Water General Manager-Chief Engineer 9 Conservation District Board of Supervisors 10 11 APPROVED AS TO FORM: ATTEST: 12 PAMELA J. WALLS **KECIA HARPER-IHEM County Counsel** Clerk of the Board 13 14 15 By: 16 **Deputy County Counsel** 17 (SEAL) 18 19 20 21 22 23 24 Amendment No. 1 to 25 Consulting Services Agreement 26 **AEI-CASC** 10/16/12 27 KEC:blj 28

AEI-CASC ENGINEERING, INC.

RICHARD J. SIDOR, P.E. Principal and President

Amendment No. 1 to **Consulting Services Agreement AEI-CASC** 10/16/12 KEC:blj

AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and AMEC ENVIRONMENT & INFRASTRUCTURE, INC. (formerly AMEC E&I, INC.), hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter referred to as AGREEMENT, dated August 16, 2011 to provide on-call National Pollutant Discharge Elimination System (NPDES) support services in accordance with applicable federal, state, and local laws and regulations as requested by DISTRICT; and

DISTRICT desires CONSULTANT to provide additional services above the level specified in the AGREEMENT and CONSULTANT is willing to perform such work as requested by DISTRICT; and

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to amend the AGREEMENT as follows:

1. Section 4 is amended to read:

4. TERM

The term of this AGREEMENT became effective on the date the AGREEMENT was executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2014 and completed by June 30, 2015.

2. Section 5 is amended to read:

5. **COMPENSATION**

CONSULTANT shall receive compensation for all services satisfactorily performed under this AGREEMENT in accordance with the terms of the approved Task Order(s). The total amount to be paid to CONSULTANT for the performance of all Task Orders approved pursuant to this AGREEMENT shall not exceed two hundred fifty thousand dollars (\$250,000) for Fiscal Year 2011-2012, three hundred fifty thousand dollars (\$350,000) in any Fiscal Year thereafter and shall not exceed the sum of nine hundred fifty thousand dollars (\$950,000) for the entire term of this AGREEMENT.

3. Except to the extent specifically added to, modified or amended herein, all of the terms, covenants and conditions of said AGREEMENT dated August 16, 2011, shall remain in full force and effect between the parties hereto.

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10/16/12

KEC:blj

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1	AMEC ENVIRONMENT &
2	INFRASTRUCTURE, INC.
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4	By: Deall
5	PETER J. CAMPBELL
6	Vice President
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25	Amendment No. 1 to
26	Consulting Services Agreement AMEC
27	10/16/12 KEC:blj
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AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT

RIVERSIDE COUNTY **FLOOD** CONTROL **AND WATER** CONSERVATION DISTRICT, hereinafter called "DISTRICT", and BROWN AND CALDWELL, hereinafter called "CONSULTANT", hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter referred to as AGREEMENT, dated August 16, 2011 to provide on-call National Pollutant Discharge Elimination System (NPDES) support services in accordance with applicable federal, state, and local laws and regulations as requested by DISTRICT; and

DISTRICT desires CONSULTANT to provide additional services above the level specified in the AGREEMENT and CONSULTANT is willing to perform such work as requested by DISTRICT; and

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to amend the AGREEMENT as follows:

1. Section 4 is amended to read:

4. TERM

The term of this AGREEMENT became effective on the date the AGREEMENT was executed by DISTRICT'S Board of Supervisors, and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2014 and completed by June 30, 2015.

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CONSULTANT shall receive compensation for all services satisfactorily performed under this AGREEMENT in accordance with the terms of the approved Task Order(s). The total amount to be paid to CONSULTANT for the performance of all Task Orders approved pursuant to this AGREEMENT shall not exceed two hundred fifty thousand dollars (\$250,000) for Fiscal Year 2011-2012, three hundred fifty thousand dollars (\$350,000) in any Fiscal Year thereafter and shall not exceed the sum of nine hundred fifty thousand dollars (\$950,000) for the entire term of this AGREEMENT.

3. Except to the extent specifically added to, modified or amended herein, all of the terms, covenants and conditions of said AGREEMENT dated August 16, 2011, shall remain in full force and effect between the parties hereto.

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KEC:blj

BROWN AND CALDWELL

By:

MARK/DAMIKOL Vice President

Amendment No. 1 to Consulting Services Agreement

Brown and Caldwell

10/17/12

KEC:blj

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AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and HDR ENGINEERING, INC., hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter referred to as AGREEMENT, dated August 16, 2011 to provide on-call National Pollutant Discharge Elimination System (NPDES) support services in accordance with applicable federal, state, and local laws and regulations as requested by DISTRICT; and

DISTRICT desires CONSULTANT to provide additional services above the level specified in the AGREEMENT and CONSULTANT is willing to perform such work as requested by DISTRICT; and

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to amend the AGREEMENT as follows:

1. Section 4 is amended to read:

4. <u>TERM</u>

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CONSULTANT shall receive compensation for all services satisfactorily performed under this AGREEMENT in accordance with the terms of the approved Task Order(s). The total amount to be paid to CONSULTANT for the performance of all Task Orders approved pursuant to this AGREEMENT shall not exceed two hundred fifty thousand dollars (\$250,000) for Fiscal Year 2011-2012, three hundred fifty thousand dollars (\$350,000) in any Fiscal Year thereafter and shall not exceed the sum of nine hundred fifty thousand dollars (\$950,000) for the entire term of this AGREEMENT.

3. Except to the extent specifically added to, modified or amended herein, all of the terms, covenants and conditions of said AGREEMENT dated August 16, 2011, shall remain in full force and effect between the parties hereto.

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HDR ENGINEERING, INC.

By: I Well

RICHARD COLES
Vice President

Amendment No. 1 to Consulting Services Agreement HDR 10/16/12 KEC:blj

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AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT

RIVERSIDE FLOOD CONTROL **AND** WATER **COUNTY** "DISTRICT". CONSERVATION DISTRICT. hereinafter called and **RBF** CONSULTING., hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter referred to as AGREEMENT, dated August 16, 2011 to provide on-call National Pollutant Discharge Elimination System (NPDES) support services in accordance with applicable federal, state, and local laws and regulations as requested by DISTRICT; and

DISTRICT desires CONSULTANT to provide additional services above the level specified in the AGREEMENT and CONSULTANT is willing to perform such work as requested by DISTRICT; and

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to amend the AGREEMENT as follows:

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on 2 NOV 20 2012 (to be filled in by Clerk of the Board) 3 4 RECOMMENDED FOR APPROVAL: RIVERSIDE COUNTY FLOOD CONTROL 5 AND WATER CONSERVATION DISTRICT 6 7 WARREN D. WILLIAMS MARION ASHLEY, Chairman General Manager-Chief Engineer Riverside County Flood Control and Water 8 Conservation District Board of Supervisors 9 10 APPROVED AS TO FORM: ATTEST: 11 PAMELA J. WALLS **KECIA HARPER-IHEM** 12 County Counsel Clerk of the Board 13 By: 14 15 **Deputy County Counsel** 16 (SEAL) 17 18 19 20 21 22 23 24 25 Amendment No. 1 to **Consulting Services Agreement** 26 **RBF** 27 10/16/12 KEC:bli 28

RBF CONSULTING

Consulting Services Agreement RBF 10/16/12

KEC:blj

Amendment No. 1 to

ANNA Y. LANTIN Senior Vice President

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AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT

RIVERSIDE COUNTY **FLOOD** CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and TETRA TECH. INC., hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter referred to as AGREEMENT, dated August 16, 2011 to provide on-call National Pollutant Discharge Elimination System (NPDES) support services in accordance with applicable federal, state, and local laws and regulations as requested by DISTRICT; and

DISTRICT desires CONSULTANT to provide additional services above the level specified in the AGREEMENT and CONSULTANT is willing to perform such work as requested by DISTRICT; and

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to amend the AGREEMENT as follows:

1. Section 4 is amended to read:

4. **TERM**

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3. Except to the extent specifically added to, modified or amended herein, all of the terms, covenants and conditions of said AGREEMENT dated August 16, 2011, shall remain in full force and effect between the parties hereto.

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10/16/12

KEC:blj

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Amendment No. 1 to Consulting Services Agreement Tetra-Tech 10/16/12 KEC:blj

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AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", **URS** CORPORATION, hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter referred to as AGREEMENT, dated August 16, 2011 to provide on-call National Pollutant Discharge Elimination System (NPDES) support services in accordance with applicable federal, state, and local laws and regulations as requested by DISTRICT; and

DISTRICT desires CONSULTANT to provide additional services above the level specified in the AGREEMENT and CONSULTANT is willing to perform such work as requested by DISTRICT; and

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to amend the AGREEMENT as follows:

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URS CORPORATION

WILLIAM MAN

Vice President

Amendment No. 1 to Consulting Services Agreement **URS** 10/16/12 KEC:blj

AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and WESTON SOLUTIONS, INC., hereinafter called "CONSULTANT", previously entered into that certain Agreement, hereinafter referred to as AGREEMENT, dated August 16, 2011 to provide on-call National Pollutant Discharge Elimination System (NPDES) support services in accordance with applicable federal, state, and local laws and regulations as requested by DISTRICT; and

DISTRICT desires CONSULTANT to provide additional services above the level specified in the AGREEMENT and CONSULTANT is willing to perform such work as requested by DISTRICT; and

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree to amend the AGREEMENT as follows:

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CONSULTANT shall receive compensation for all services satisfactorily performed under this AGREEMENT in accordance with the terms of the approved Task Order(s). The total amount to be paid to CONSULTANT for the performance of all Task Orders approved pursuant to this AGREEMENT shall not exceed two hundred fifty thousand dollars (\$250,000) for Fiscal Year 2011-2012, three hundred fifty thousand dollars (\$350,000) in any Fiscal Year thereafter and shall not exceed the sum of nine hundred fifty thousand dollars (\$950,000) for the entire term of this AGREEMENT.

3. Except to the extent specifically added to, modified or amended herein, all of the terms, covenants and conditions of said AGREEMENT dated August 16, 2011, shall remain in full force and effect between the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on 2 NOV 20 2012 (to be filled in by Clerk of the Board) 3 4 RECOMMENDED FOR APPROVAL: RIVERSIDE COUNTY FLOOD CONTROL 5 AND WATER CONSERVATION DISTRICT 6 7 WARREN D. WILLIAMS MARION ASHLEY, Chairman Riverside County Flood Control and Water General Manager-Chief Engineer 8 Conservation District Board of Supervisors 9 10 APPROVED AS TO FORM: ATTEST: 11 PAMELA J. WALLS **KECIA HARPER-IHEM** 12 **County Counsel** Clerk of the Board 13 14 15 **Deputy County Counsel** 16 (SEAL) 17 18 19 20 21 22 23 24 25 Amendment No. 1 to Consulting Services Agreement 26 Weston 27 10/16/12 KEC:bli

Amendment No. 1 to

Consulting Services Agreement

WESTON SOLUTIONS, INC.

Client Service Manager, Sr. Projecti Manager Vice Pusi Lent

Weston 10/16/12 KEC:blj