

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

718



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:

April 26, 2012

SUBJECT: First Amendment to Professional Services Agreement for Legal Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the First Amendment to the Professional Services Agreement with Murphy & Evertz, LLP, for an increased contract amount of \$100,000 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.

BACKGROUND: (Commences on Page 2)

REVIEWED BY CIP

Christopher Hans
Christopher Hans

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Real Estate Division Budget

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

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: May 8, 2012
xc: EDA, Auditor, CIP

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

Prev. Agn. Ref.: 3.34 of 6/29/10

District: All

Agenda Number:

3.11

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 4/25/12
 SAMUEL WONG
 Department
 FORM APPROVED COUNTY COUNSEL
 DATE: 4/5/12
 BY: *Marsha L. Victor*
 MARSHA L. VICTOR

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

BACKGROUND:

Under the proposed amended contract, Murphy & Evertz, LLP will continue providing legal services through an increased contract amount of \$100,000 pertaining to the ongoing litigation efforts of the Eastvale Community Center. 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 (FY) 11/12, FY 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. EDA will return to the Board as needed to approve a Professional Services Agreement for ongoing legal services as it pertains to this necessary and important litigation.

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

FINANCIAL DATA:

While the EDA does not have this budgeted, the EDA is monitoring its budget closely and not requesting any budget adjustment at this time. Any necessary budget adjustments associated with this agreement will be brought to the Board during the quarterly process. Any unused funding authority may be carried into FY 2012/13.

Attachment:
First Amendment-Professional Services Agreement

1 FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

2 WITH MURPHY & EVERTZ, LLP

3 THIS FIRST AMENDMENT is entered into as of May 8, 2012, and is made by
4 and between THE COUNTY OF RIVERSIDE, on behalf of the Economic Development Agency
5 (hereinafter referred to as "COUNTY") and MURPHY & EVERTZ, LLP (hereinafter referred to
6 as "ATTORNEYS").

7 RECITALS

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

10 The Agreement limits the total amount of compensation to be paid to the ATTORNEYS
11 to Five Hundred Thousand Dollars (\$500,000) in Fiscal Year 2009/10, 2010/11, 2011/12 unless
12 a written amendment to this Agreement is executed by both parties prior to performance of any
13 additional services.

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

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

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

21 1. TERM. This Agreement shall commence on execution and shall continue
22 through the end of the County Fiscal Year 2012/13, or completion of the last work assignment,
23 whichever comes first, unless sooner terminated pursuant to Section 5, or Section 13.

24 2. Section 4. COMPENSATION subparagraph 4.1 shall be amended in its entirety to
25 read as follows:

26 4.1 The total amount of compensation paid to ATTORNEYS under the terms
27 of this Agreement shall not exceed the following amounts for the indicated time periods:

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

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

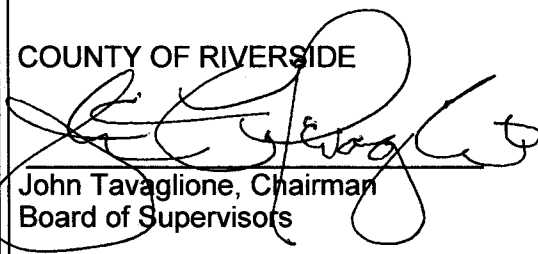
2 For Fiscal Year 2011-2012 and Fiscal Year 2012-2013 - \$100,000 and any
3 unused funding from prior fiscal years.

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

11 3. AGREEMENT IN FULL FORCE AND EFFECT. Except as provided above, the
12 Agreement is unmodified hereby and remains in full force and effect.

13 COUNTY OF RIVERSIDE

MURPHY & EVERTZ, LLP

14 
15 _____
16 John Tavaglione, Chairman
Board of Supervisors


17 _____
18 John Murphy
Partner

19 APPROVED AS TO FORM
PAMELA J. WALLS, County Counsel

20  4/5/12
21 _____
Marsha L. Victor, Deputy

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

24 
25 _____
26 Deputy

27
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