

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



ITEM: 11.4  
(ID # 18578)

**MEETING DATE:**  
Tuesday, March 29, 2022

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Second Amendment to Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and Lockwood, Andrews & Newnam, Inc., All Districts. [\$300,000 Total Amendment Cost – District Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Second Amendment to Consulting Services Agreement between the Riverside County Flood Control and Water Conservation District ("District") and Lockwood, Andrews & Newnam, Inc. ("Consultant");
2. Authorize the Chair of the District's Board of Supervisors to execute the Second Amendment to Consulting Services Agreement documents on behalf of the District;
3. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Second Amendment to Consulting Services Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval by County Counsel; and
4. Direct the Clerk of the Board to return two (2) executed Second Amendment to Consulting Services Agreements to the District.

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

3/16/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 29, 2022  
xc: Flood

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 300,000	\$ 0	\$ 300,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> SEE SOURCE OF FUNDS below			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22	

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

**BACKGROUND:**

**Summary**

On June 12, 2018, the District's Board of Supervisors approved a Multi-Year Consulting Services Agreement ("Agreement") between the District and Lockwood, Andrews & Newnam, Inc. ("Consultant") (Board Agenda Item No. 11.1). Pursuant to this Agreement, Consultant was retained to provide professional consulting services in support of the District's ongoing improvement plan review activities.

The Agreement, with a not-to-exceed contract limit of \$1,000,000 over the term of the Agreement (FY 2018-19 through FY 2021-22), allows the District to effectively respond to the fluctuating demands of development activity without affecting the District's core staffing levels or resources. However, additional services are necessary to accommodate increased demand for plan check services without causing delay for the FY 2021-22 time period. Consultant has assisted the District with its plan check efforts for many years and is currently under contract with the District.

This Second Amendment to Consulting Services Agreement ("Second Amendment") is necessary to increase the total not-to-exceed contract maximum from One Million Dollars (\$1,000,000) to One Million Three Hundred Dollars (\$1,300,000) for FY 2021-22. This increase of three hundred thousand dollars (\$300,000) is needed to accommodate the increased demand for plan check work.

County Counsel has approved the Second Amendment as to legal form, and the Consultant has executed the Second Amendment.

**Impact on Residents and Businesses**

Plan check review services performed under this contract are funded on a fee for service basis by entities that are processing improvement plans through the District. The remaining work is funded through existing District ad valorem property tax revenues to expedite the delivery of important programs and projects for the benefit of residents and businesses throughout the District's service area.

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This Second Amendment imposes no new fees, taxes or bonded indebtedness upon existing residents or business.

**Prev. Agn. Ref.:** MT Item No. 6577, 11.1 of 06/12/18  
MT Item No. 13420, 11.2 of 09/29/20

**Additional Fiscal Information**

Sufficient funding is included in the District's budget for FY 2021-22. The additional \$300,000 will be appropriated to the District's Subdivision Operations Engineering Services, Zone 2, Zone 4, and Zone 5 fund accounts.

**SOURCE OF FUNDS:**

25120 947420 525440 Zone 2 Professional Services – 10%  
25140 947460 525440 Zone 4 Professional Services – 10%  
25150 947480 525440 Zone 5 Professional Services – 10%  
40660 947140 524820 Subdivision Operations Engineering Services – 70%

**Contract History and Price Reasonableness**

The original contract amount for the Agreement and the costs of the Second Amendment are summarized below:

Multi-Year Consulting Services Agreement with Lockwood, Andrews & Newnam, Inc.		
Original budget	\$1,000,000	(Not-to-exceed \$400,000 Tack Order for FY 2018-19 through FY 2021-22)
Second Amendment	300,000	(An aggregate amount increase of \$300,000 for FY 2021-22)
Total	\$1,300,000	

**ATTACHMENT:**

1. Second Amendment to Consulting Services Agreement

AMR:blm  
P8/242683

  
Jason Farin, Principal Management Analyst 3/21/2022

  
Cynthia M. Gurzel, Chief Deputy County Counsel 3/16/2022

SECOND AMENDMENT TO  
CONSULTING SERVICES AGREEMENT

This Second Amendment to Consulting Services Agreement ("SECOND AMENDMENT"), dated as of MAR 29 2022, is entered by and between the Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Lockwood, Andrews & Newnam, Inc., a Texas corporation, hereinafter called "CONSULTANT", sometimes collectively referred to as the "Parties".

RECITALS

A. On June 12, 2018 [DISTRICT's Board Agenda Item No. 11.1], DISTRICT and CONSULTANT previously entered into that certain Consulting Services Agreement ("ORIGINAL AGREEMENT") to provide on-call plan check services in support of DISTRICT's ongoing Development Review and Plan Check activities services in accordance with applicable federal, state and local laws and regulations as requested by DISTRICT; and.

B. On November 2, 2020, DISTRICT and CONSULTANT previously entered into First Amendment to Consulting Services Agreement ("FIRST AMENDMENT") whereby the term period was extended to June 30, 2022; and

C. ORIGINAL AGREEMENT, entered into as of June 12, 2018, together with FIRST AMENDMENT, entered into as of November 2, 2020, are collectively referred to herein as "AGREEMENT"; and

D. Due to increased need for engineering plan check services, DISTRICT recognizes that the additional services will result in CONSULTANT exceeding the contract limit amount specified in AGREEMENT; and

E. DISTRICT desires to increase the compensation under said AGREEMENT by Three Hundred Thousand Dollars (\$300,000); and

F. DISTRICT and CONSULTANT mutually agreed that, upon approval of this SECOND AMENDMENT by DISTRICT's Board of Supervisors, the amount of compensation under said AGREEMENT for the cumulative total of all task orders for the single Fiscal Year 2021-22 shall be increased from a not to exceed amount of Four Hundred

Thousand Dollars (\$400,000) to a not to exceed amount of Seven Hundred Thousand Dollars (\$700,000).

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this SECOND AMENDMENT and as follows:

1. 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 Four Hundred Thousand Dollars (\$400,000) in any given Fiscal Year for 2018-19, 2019-20 and 2020-21; shall not exceed Seven Hundred Thousand Dollars (\$700,000) in Fiscal Year 2021-22; and cumulative total of all task orders shall not exceed the sum of One Million Three Hundred Thousand Dollars (\$1,300,000) for the entire term of this Agreement and any amendments thereafter."

2. CAPITALIZED TERMS. SECOND AMENDMENT TO PREVAIL. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this SECOND AMENDMENT shall prevail over any inconsistency or conflicting provisions of the Agreement as heretofore amended and shall supplement the remaining provisions thereof.

3. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. If any provisions of this SECOND AMENDMENT or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement, and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or CONSULTANT.

4. EFFECTIVE DATE. This SECOND AMENDMENT to Agreement shall not be binding or consummated until it is fully executed by the Parties.

5. COUNTERPARTS. This SECOND AMENDMENT may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this SECOND

AMENDMENT on March 29, 2022  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By: [Signature]  
JASON E. UHLEY  
General Manager-Chief Engineer

By: [Signature]  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

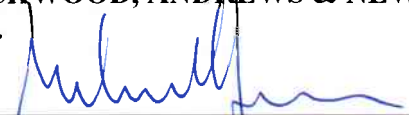
By: [Signature]  
SYNTHIA M. GUNZEL  
Chief Deputy County Counsel

By: [Signature]  
Deputy

(SEAL)

Second Amendment to Consulting Services Agreement  
w/Lockwood, Andrews & Newnam, Inc.  
03/01/22  
AMR:blm

**LOCKWOOD, ANDREWS & NEWNAM,  
INC.**

  
\_\_\_\_\_  
Signature of Responsible Officer

**M. CENIC YAVAS**  
\_\_\_\_\_  
Printed Name

**VICE PRESIDENT**  
\_\_\_\_\_  
Title

Second Amendment to Consulting Services Agreement  
w/Lockwood, Andrews & Newnam, Inc.  
03/01/22  
AMR:blm