

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



ITEM: 11.1  
(ID # 18771)

**MEETING DATE:**  
Tuesday, May 10, 2022

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of First Amendment to Professional Services Agreement Between the Riverside County Flood Control and Water Conservation District and Meyers Nave for the Green Acres Dam and Outlet Project, District 3. [\$90,000 Total Cost – District Funds 100%]

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

1. Approve the First Amendment to Professional Services Agreement between the Riverside County Flood Control and Water Conservation District ("District") and Meyers Nave ("Consultant");
2. Authorize the Chairman of the District's Board of Supervisors to execute the First Amendment to Professional 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 First Amendment to Professional Services Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments, subject to approval by County Counsel; and
4. Direct the Clerk of the Board to return two (2) executed First Amendment to Professional Services Agreements to the District.

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 4/25/2022

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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: May 10, 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>	\$90,000	\$0	\$90,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 25140 947460 525440 Zone 4 Professional Services			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22	

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

**BACKGROUND:**

**Summary**

On July 12, 2021, the District approved a Professional Services Agreement ("Agreement") between the District and Meyers Nave ("Consultant"). Pursuant to this Agreement, Consultant was retained to provide professional legal services for the Green Acres Dam and Outlet Project ("Project").

The Agreement, with a not to exceed contract limit of \$100,000, provides the District legal assistance in pursuing a court ordered right of entry on certain properties in the vicinity of the Project to assess the feasibility of constructing the proposed Project. However, additional services are necessary to accommodate District needs for legal services for the remaining portion of FY 2021-22 without causing any delay. Consultant has assisted the District with its legal services and is currently under contract with the District.

This First Amendment to Professional Services Agreement ("First Amendment") is necessary to increase the total not to exceed contract maximum from One Hundred Thousand Dollars (\$100,000) to One Hundred Ninety Thousand Dollars (\$190,000) for FY 2021-22. This increase of Ninety Thousand Dollars (\$90,000) is needed to accommodate the increased demand for legal services associated with the Project.

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

**Impact on Residents and Businesses**

Legal services performed under this contract are funded through the existing District ad valorem property tax revenues to expedite the delivery of important programs and projects for the benefit of resident and businesses throughout the District's service area.

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

**Additional Fiscal Information**

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Sufficient funding is included in the District's budget for FY 2021-22. The additional \$90,000 will be appropriated to the District's Zone 4 fund account.

**Contract History and Price Reasonableness**

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

Agreement for Professional Services with Meyers Nave	
Original Budget:	\$100,000 (Not-to-exceed amount for FY 2021-22)
<u>Second Amendment:</u>	<u>\$ 90,000</u> (An aggregate amount increase of \$90,000 for FY 2021-22)
Total:	\$190,000

**ATTACHMENT:**

1. First Amendment to Professional Services Agreement

AMR:blm  
P8/243143

  
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Jason Farin, Principal Management Analyst 5/2/2022

FIRST AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
Green Acres Dam and Outlet Project

This First Amendment to Consulting Services Agreement ("FIRST AMENDMENT"), dated as of MAY 10 2022, is entered by and between the Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and Meyers Nave (F.K.A. Meyers, Nave, Riback, Silver & Wilson), a California professional corporation, hereinafter called "ATTORNEY", sometimes collectively referred to as the "Parties".

RECITALS

A. On July 12, 2021, DISTRICT and ATTORNEY previously entered into that certain Agreement ("ORIGINAL AGREEMENT") to provide professional legal services for Green Acres Dam and Outlet Project ("Project") to obtain court ordered right of entry on behalf of DISTRICT on certain properties to assess the feasibility of constructing the proposed Project; and.

B. ORIGINAL AGREEMENT was renewed for another fiscal year in accordance with Section 1.

C. Due to increased need for legal services, DISTRICT recognizes that the additional services will result in ATTORNEY exceeding the contract limit amount specified in ORIGINAL AGREEMENT; and

D. Pursuant to Section 10 of ORIGINAL AGREEMENT, DISTRICT may amend ORIGINAL AGREEMENT, provided a written amendment is executed by both Parties.

E. DISTRICT desires to increase the compensation under said AGREEMENT by Ninety Thousand Dollars (\$90,000); and

F. DISTRICT and ATTORNEY mutually agreed that, upon approval of this FIRST AMENDMENT, the amount of compensation under said FIRST AMENDMENT shall be increased from a not to exceed amount of One Hundred Thousand Dollars (\$100,000) to a not to exceed amount of One Hundred Ninety Thousand Dollars (\$190,000).

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 FIRST AMENDMENT and as follows:

1. Section 10 is amended to read:

10. COMPENSATION

"The total amount paid to ATTORNEY shall not exceed the sum of One Hundred Ninety Thousand Dollars (\$190,000) over the entire term of this FIRST AMENDMENT. These amounts may be amended by the Parties provided a written amendment is executed by both Parties to this FIRST AMENDMENT prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by DISTRICT beyond the approved compensation. ATTORNEY shall notify DISTRICT immediately in writing when ATTORNEY has expended seventy-five percent (75%) of the total compensation. Since these services are generally required throughout the term of the contract, DISTRICT and ATTORNEY will monitor work requirements and efforts such that the limits of compensation are not reached before the last month of the term of FIRST AMENDMENT."

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

3. MISCELLANEOUS. Except as amended or modified herein, all the terms of AGREEMENT shall remain in full force and effect and shall apply with the same force and

effect. Subject to the provisions of 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 FIRST AMENDMENT or AGREEMENT shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of AGREEMENT, and all such other provisions shall remain in full force and effect. The language in all parts of AGREEMENT shall be construed according to its normal and usual meaning and not strictly for or against either DISTRICT or ATTORNEY.

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

5. COUNTERPARTS. This FIRST 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 FIRST AMENDMENT

on May 10, 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:

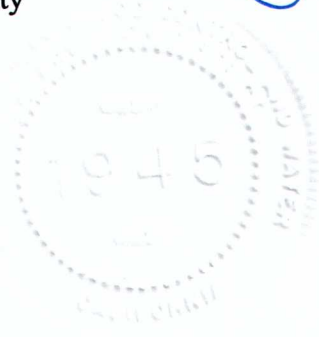
COUNTY COUNSEL

KECIA HARPER  
Clerk of the Board

By: [Signature]  
BRUCE G. FORDON  
Chief Deputy County Counsel

By: [Signature]  
Deputy

(SEAL)



FIRST AMENDMENT to Agreement for Professional Services  
with Meyers Nave  
03/29/22  
RSM:blm





**MEYERS NAVE,**  
a California professional corporation



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

David W. Skinner

\_\_\_\_\_  
Printed Name

Managing Principal

\_\_\_\_\_  
Title

FIRST AMENDMENT to Agreement for Professional Services  
with Meyers Nave  
03/29/22  
RSM:blm