

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



ITEM: 11.4
(ID # 19205)

MEETING DATE:
Tuesday, June 14, 2022

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Second Amendment to Legal Services Agreement Between the Riverside County Flood Control and Water Conservation District and Meyers Nave for the Representation in All Aspects of an Action Filed in United States District Court Against the U.S. Army Corps of Engineers in Endangered Habitats League, et al. v. U.S. Army Corps of Engineers, Case No. 2:16-CVG-09178-MWF-E, District 2. [\$30,000 Total Amendment Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

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

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

6/2/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, and Washington
Nays: None
Absent: Perez and Hewitt
Date: June 14, 2022
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$5,000	\$10,000	\$30,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 25110-947400-525440 Zone 1 – Professional Services			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 26, 2018, the District approved a Legal Services Agreement ("Agreement") between the District and Meyers Nave ("Attorney") for a not to exceed contract limit of \$100,000. Pursuant to this Agreement, Attorney was retained to provide professional legal services for representation in all aspects of an action filed in United States District Court against the U.S. Army Corps of Engineers in Endangered Habitats League, et al. v. U.S. Army Corps of Engineers, Case No. 2:16-CVG-09178-MWF-E ("Litigation").

On February 26, 2020, the District approved a First Amendment to Legal Services Agreement ("First Amendment") between the District and Meyers Nave ("Attorney") to increase the not to exceed contract limit of \$100,000 to \$150,000. However, additional services are necessary to accommodate the District's needs for legal services for the continued litigation without causing any delay. Attorney provides legal assistance and representation of District in regard to the federal Endangered Species Act (hereinafter "ESA"), including federal agency consultation with the U.S. Fish and Wildlife Service as required by Section 7 of the ESA for the Litigation. Attorney has assisted the District with its legal services and is currently under contract with the District.

This Second Amendment to Legal Services Agreement ("Second Amendment") is necessary to increase the total not to exceed contract maximum from One Hundred Fifty Thousand Dollars (\$150,000) to One Hundred Eighty Thousand Dollars (\$180,000). This increase of Thirty Thousand Dollars (\$30,000) is needed to accommodate the increased demand for legal services associated with the Litigation.

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

Additional Fiscal Information

Sufficient funding is included in the District's budget for FY 2021-22. The additional \$30,000 will be appropriated to the District's Zone 1 fund account.

Contract History and Price Reasonableness

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

Agreement for Professional Services with Meyers Nave		
Original Budget	\$100,000	(Not to exceed amount for FY 2021-22)
First Amendment	\$50,000	(An aggregate amount increase of \$50,000 for continued services)
Second Amendment	\$30,000	(An aggregate amount increase of \$30,000 for continued services)
Total	\$180,000	

ATTACHMENT:

1. Second Amendment to Legal Services Agreement

AMR:blm
P8/243922



Jason Farin, Principal Management Analyst 6/7/2022

**SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT BY AND BETWEEN THE RIVERSIDE
COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND MEYERS NAVE
RIBACK SILVER & WILSON, PLC**

This Second Amended Legal Services Agreement ("Agreement") dated as of
JUN 14 2022, is entered by and between the Riverside County Flood Control and Water
Conservation District, hereinafter called "DISTRICT", and MEYERS NAVE RIBACK SILVER &
WILSON, PLC, hereinafter called "ATTORNEY", sometimes collectively referred to as the "Parties".

RECITALS

A. On January 26, 2018, DISTRICT and ATTORNEY entered into that certain Agreement
("ORIGINAL AGREEMENT") to provide professional legal services for representation in all aspects of
an action filed in United States District Court against the U.S. Army Corps of Engineers in Endangered
Habitats League, et al. v. U.S. Army Corps of Engineers, Case No. 2:16-CVG-09178-MWF-E
("Litigation"); and

B. The ORIGINAL AGREEMENT was amended on February 26, 2020 in order to increase
the authorized amount of compensation to ATTORNEY ("FIRST AMENDMENT"); and

C. The ORIGINAL AGREEMENT together with the FIRST AMENDMENT are collectively
referred to herein as "AGREEMENT"; and

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

E. DISTRICT desires to increase the compensation under AGREEMENT by Thirty Thousand
Dollars (\$30,000); and

F. DISTRICT and ATTORNEY mutually agree that, upon approval of this SECOND
AMENDMENT, the amount of compensation under said FIRST AMENDMENT shall be increased from
a not to exceed amount of One Fifty Thousand Dollars (\$150,000) to a not to exceed amount of One
Hundred and Eighty Thousand Dollars (\$180,000).

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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 6. of the Agreement is hereby amended to read as follows:

“6. COMPENSATION. The total amount of compensation paid to ATTORNEY under the terms of this Agreement shall not exceed \$180,000.00. This amount may be amended by the parties to this Agreement, provided a written amendment is executed by both parties 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 the DISTRICT immediately in writing when ATTORNEY has expended seventy-five percent (75%) of the total compensation.

DISTRICT shall pay ATTORNEY at the following hourly rates for services rendered:

<u>Partner/Associate</u>	<u>Hourly Rates</u>
Senior Partner	\$450
Supervising Attorney	\$420
Of Counsel	\$385
All Associates	\$295
Paralegals	\$190

2. EFFECT OF AMENDMENT. Except as expressly amended by this First Amendment, all provisions of the Agreement shall remain in effect.

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[Signature Provisions on Following Page]


IN WITNESS WHEREOF, the Parties hereto have executed this SECOND

AMENDMENT on JUN 14 2022
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By: 
JASON E. UHLEY
General Manager-Chief Engineer

By: 
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: 
KATHRYN E. ROMO
Deputy County Counsel

By: 
Deputy

(SEAL)

MEYERS NAVE.

By: 
SHAYE DIVELY
Of Counsel

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