

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



ITEM: 11.4  
(ID # 24253)

**MEETING DATE:**

Tuesday, February 27, 2024

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Fourth Amendment to Legal Services Agreement Between the Riverside County Flood Control and Water Conservation District and Meyers Nave 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, District 2. [\$35,000 Total Amendment Cost – District Funds 100%]

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

1. Approve the Fourth Amendment to Legal Services Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and Meyers Nave ("Attorney");
2. Authorize the Chair of the District's Board of Supervisors to execute the Fourth Amendment to Agreement documents on behalf of the District;
3. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Fourth Amendment to Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and executing any non-substantive amendments and extension of Agreement term, subject to approval as to form by County Counsel; and
4. Direct the Clerk of the Board to return two (2) executed Fourth Amendment to Agreement to the District.

**ACTION:Policy**

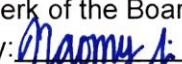
  
Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 2/13/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: February 27, 2024  
xc: Flood

Kimberly A. Rector  
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>	\$35,000	\$0	\$35,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 25110-947400-525440 Zone 1 – Professional Services			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24	

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

**BACKGROUND:**

**Summary**

On January 26, 2018, the District approved the Agreement between the District and 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 Agreement between the District and Meyers Nave ("First Amendment") to increase the not-to-exceed contract limit of \$100,000 to \$150,000. On June 14, 2022, the District approved a Second Amendment to Agreement between the District and Meyers Nave ("Second Amendment") to increase the not-to-exceed contract limit from \$150,000 to \$180,000. On May 23, 2023, the District approved a Third Amendment to Agreement between the District and Meyers Nave ("Third Amendment") to increase the not-to-exceed contract limit from \$180,000 to \$230,000.

Additional services are necessary to accommodate the District's needs for legal services for the remaining portion of Fiscal Year 2023-2024 without causing any delay. Attorney has assisted the District with its legal services and is currently under contract with the District. Moreover, the parties to the Litigation have been in serious settlement discussions for some time. The party representatives are very close to a proposed Settlement Agreement that staff for all parties are comfortable bringing to their decision-making authority for final approval.

This Fourth Amendment to Agreement ("Fourth Amendment") is necessary to increase the total not-to-exceed contract maximum from \$230,000 to \$265,000, which is needed to accommodate the increased demand for legal services associated with the Litigation and to potentially bring the case to a close via settlement agreed to by all parties.

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

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**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 Fourth 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 Fiscal Year 2023-2024. The additional \$35,000 will be appropriated to the District's Zone 1 fund account.

**Contract History and Price Reasonableness**

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

Agreement for Professional Services with Meyers Nave		
Original Budget	\$100,000	(Not to exceed amount)
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)
Third Amendment	\$50,000	(An aggregate amount increase of \$50,000 for continued services)
Fourth Amendment	\$35,000	(An aggregate amount increase of \$35,000 for continued services)
Total	\$265,000	

**ATTACHMENTS:**

1. Fourth Amendment to Legal Services Agreement

AMR:blm  
P8/254819

  
Jason Farin, Principal Management Analyst 2/22/2024

  
Aaron Gettis, Deputy County Counsel 2/14/2024

**FOURTH 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 Fourth Amended Legal Services Agreement ("FOURTH AMENDMENT"), dated as of February 27, 2024, is entered by and between the Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT," and MEYERS NAVE, 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 again on June 14, 2022 ("SECOND AMENDMENT"), and May 23, 2023 ("THIRD AMENDMENT"); and

C. The ORIGINAL AGREEMENT together with the FIRST AMENDMENT, SECOND AMENDMENT, and THIRD 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-Five Thousand Dollars (\$35,000); and

F. DISTRICT and ATTORNEY mutually agree that, upon approval of this FOURTH AMENDMENT, the amount of compensation under the ORIGINAL AGREEMENT, as previously modified by the FIRST AMENDMENT, SECOND AMENDMENT, and THIRD AMENDMENT, shall be

increased from a not-to-exceed amount of Two Hundred Thirty Thousand Dollars (\$230,000) to a not-to-exceed amount of Two Hundred Sixty-Five Thousand Dollars (\$265,000).

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 FOURTH 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 \$265,000.00. 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 FOURTH 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 FOURTH  
AMENDMENT on February 27, 2024  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By: J. Uhley  
JASON E. UHLEY  
General Manager-Chief Engineer

By: Karen S. Spiegel  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By: M.R. Cushman  
MELISSA R. CUSHMAN  
Deputy County Counsel

By: Naomy Li  
Deputy

(SEAL)

MEYERS NAVE

By: Shaye Dively  
SHAYE DIVELY  
Principal