

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



ITEM: 14.3
(ID # 26408)

MEETING DATE:
Tuesday, January 28, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of First Amendment to Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and CValdo Corporation, All Districts. [\$1,983,750 Total Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amendment to Consulting Services Agreement between the Riverside County Flood Control and Water Conservation District ("District") and CValdo Corporation ("Consultant");
2. Authorize the Chair of the District's Board of Supervisors to execute the First Amendment to Consulting Services Agreement documents on behalf of the District;
3. Authorize the Purchasing Agent to issue Purchase Orders to CValdo Corporation for consulting services for the duration of the contract in the amount of \$1,983,750; and
4. Direct the Clerk of the Board to return two (2) executed First Amendment to Consulting Services Agreement to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

1/14/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 28, 2025
xc: Flood

Kimberly A. Rector
Clerk of the Board

By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$603,750	\$1,380,000	\$1,983,750	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: SEE SOURCE OF FUNDS below			Budget Adjustment: No	
			For Fiscal Year: 24/25 - 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 26, 2022, the District's Board of Supervisors approved a multi-year on-call Consulting Services Agreement ("Agreement") between the District and the Consultant [Board Agenda Item No. 11.2]. 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 \$2,400,000 over the term of the Agreement (FY 2022-23 through FY 2025-26), 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 2024-25 and FY 2025-2026 time period. Consultant has assisted the District with its plan check efforts for many years and is currently under contract with the District.

This First Amendment to Consulting Services Agreement ("First Amendment") is necessary to increase the total not-to-exceed contract maximum from Two Million Four Hundred Thousand Dollars (\$2,400,000) to Four Million Three Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars (\$4,383,750). This increase of One Million Nine Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars (\$1,983,750) is needed to accommodate the increased demand for plan check work.

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

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important programs and projects for the benefit of residents and businesses throughout the District's service area.

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

Prev. Agn. Ref.: MT Item No. 18723, 11.2 of 04/26/22

Additional Fiscal Information

Sufficient funding is included in the District's budget for FY 2024-25. The additional \$1,983,750 will be appropriated to the District's Subdivision Operations Engineering Services, Zone 2, Zone 4 and Zone 5 fund accounts.

Source of Funds

	FY 2024-25	FY 2025-26
25120 947420 525440 Zone 2 Professional Services – 10%	\$60,375	\$138,000
25140 947460 525440 Zone 4 Professional Services – 10%	\$60,375	\$138,000
25150 947480 525440 Zone 5 Professional Services – 10%	\$60,375	\$138,000
40660 947140 524820 Subdivision Operations Engineering Services – 70%	\$422,625	\$966,000
Total	\$603,750	\$1,380,000

Contract History and Price Reasonableness

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

Multi-year Consulting Services Agreement with CValdo Corporation

Original budget: \$2,400,000

Amendment No. 1: \$1,983,750

Total: \$4,383,750

ATTACHMENT:

1. First Amendment to Consulting Services Agreement

JCR:blj

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P8/260269

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet

1/16/2025

Douglas Ordóñez Jr.
Douglas Ordóñez Jr.

1/22/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel

1/21/2025

FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT
WITH CVALDO CORPORATION

This First Amendment to Consulting Services Agreement ("FIRST AMENDMENT"), dated as of Jan. 28, 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and CValdo Corporation, a California corporation ("CONSULTANT"), sometimes collectively referred to as the "Parties".

RECITALS

A. DISTRICT and CONSULTANT previously entered into that certain Consulting Services Agreement ("ORIGINAL AGREEMENT") for Fiscal Year July 1, 2022, through June 30, 2027 for CONSULTANT to provide on-call professional services as requested by DISTRICT.

B. ORIGINAL AGREEMENT entered into as of April 26, 2022, together with this FIRST AMENDMENT are collectively referred to herein as "Agreement".

C. Due to increased need for engineering plan check services, DISTRICT desires to increase the total not-to-exceed amount of Two Million Four Hundred Thousand Dollars (\$2,400,000) by One Million Nine Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars (\$1,983,750) with an updated not-to-exceed amount of Four Million Three Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars (\$4,383,750).

D. NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. COMPENSATION. Section 4 of the Agreement is hereby amended to read:

A. CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The

cumulative total of all task orders shall not exceed Four Million Three Hundred Eighty-Three Thousand Seven Hundred Fifty Dollars (\$4,383,750) over the term of this Agreement.

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 the Agreement, as heretofore amended. The provisions of this FIRST 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 FIRST 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 FIRST AMENDMENT to ORIGINAL AGREEMENT shall not be binding or consummated until it is fully executed by the Parties.

5. 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. Each Party of this FIRST AMENDMENT agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this FIRST AMENDMENT. The Parties further agree that the electronic signatures of the Parties included

in this FIRST AMENDMENT are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this FIRST AMENDMENT

on January 28, 2025
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,**
a body corporate and politic

By [Signature]
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 [Signature]
KRISTINE BELL-VALDEZ
Deputy County Counsel

By [Signature]
Deputy
(SEAL)

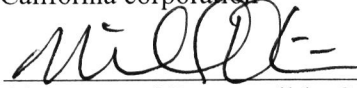
First Amendment to Consulting Services Agreement with CValdo Corporation
On-Call Professional Services
12/17/24
JC:blj

JAN 28 2025

14.3

CVALDO CORPORATION

a California corporation



Signature of Responsible Officer

Michael D Cairns

Printed Name

President

Title

First Amendment to Consulting Services Agreement with CValdo Corporation
On-Call Professional Services

12/17/24

JC:blj