

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.29  
(ID # 29828)**

**MEETING DATE:**  
Tuesday, February 10, 2026

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Ratify and Execute Amendment No. 2 with Murphy & Evertz, LLP to be immediately effective for Legal Counsel Services for the Market Street Bridge Replacement Project, Districts 1 and 2. [\$125,000 Amendment Cost, \$500,000 Total Agreement Cost – Federal Funds 88.5% and Local Funds 11.5%] (4/5 Vote Required)

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

1. Ratify Amendment No. 2 to the Legal Services Agreement between the County of Riverside and Murphy & Evertz, LLP, for legal counsel services for the Market Street Bridge Replacement Project; and authorize the Chair of the Board to execute the same.
2. Authorize the Director of Transportation or their Designees, to administer, the Agreement in accordance with applicable Board Policies, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate cost of the agreement through June 30, 2028; and
3. Authorize the Purchasing Agent to issue Purchase orders to Murphy & Evertz, LLP for invoices received for Legal Counsel Services rendered.

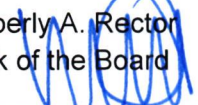
**ACTION:4/5 Vote Required**

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**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: February 10, 2026  
xc: Transp.

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>	\$ 375,000	\$ 125,000	\$ 500,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal Highway Bridge Program (HBP) (88.53%), City of Jurupa Valley (10.44%) and City of Riverside (1.03%).  There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25-27/28	

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

**BACKGROUND:**

**Summary**

The County of Riverside, in cooperation with the cities of Riverside and Jurupa Valley proposes to replace the existing 2-lane Market Street Bridge over the Santa Ana River with a 4-lane bridge to include shoulders, a bicycle lane, and a multi-purpose path, protected by a traffic barrier. The project includes the necessary approach roadway work, restriping, and utility relocation.

The project will be funded in part with Federal Highway Bridge Program (HBP) (88.53%), City of Jurupa Valley funds (10.44%) and City of Riverside funds (1.03%). The project requires the partial acquisition of approximately 39 interests by 20 property owners.

By Minute Order 3.4 of December 8, 2020, the Board of Supervisors approved a pre-qualified list of Real Estate Service Firms in accordance with Board Policy H-7, which allows the County to hire Murphy and Evertz, Attorneys at Law, for legal counsel and services related to property acquisition up to \$100,000 per project per fiscal year.

On August 2, 2023, the Transportation Department entered into a Legal Services Agreement with Murphy & Evertz, Attorney at Law, for legal counsel and services related to the acquisition of property needed for the Market Street Bridge Project.

By Minute Order 3.50 of October 1, 2024, the Board of Supervisors approved Amendment No. 1, which provided a time extension through June 30, 2028, and additional compensation in the amount of \$275,000, with an amended total contract amount not to exceed \$375,000. Right-of-way negotiations and acquisitions have been more complex than anticipated, and continued assistance from Murphy & Evertz is needed to supplement the work of the County Counsel's Office.

To meet the funding deadline and secure funds, the Transportation Department sought to expedite right-of-way acquisitions through eminent domain. Final settlement negotiations with owners are still ongoing. Settlements with all property owners have yet to be achieved, and access to focused legal assistance provided by Murphy & Evertz is a necessity to complete the project.

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Approval of Amendment No. 2 will increase the compensation amount by \$125,000, with the amended total contract amount not to exceed \$500,000.

Original authorization	\$100,000
Amendment No. 1	\$275,000
<u>Authorized by Amendment No. 2:</u>	<u>\$125,000</u>
Total	\$500,000

County Counsel has approved the Agreement as to form.

**Impact on Residents and Businesses**

The expertise and support of Murphy & Evertz will facilitate the completion of remaining land acquisition activities for this important project.

Construction of the Market Street Bridge is expected to begin late 2026. The work performed by Murphy and Evertz is anticipated to be completed prior to the commencement of construction.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The work performed by Murphy and Evertz will be funded by HBP, City of Jurupa Valley, and the City of Riverside funds. No net County costs will be expended.

Project No. C00528 – Market Street Bridge Replacement Project

**Contract History and Price Reasonableness**

Murphy & Evertz is a current on-call service provider with the County of Riverside Facilities Management (FM) for specialized eminent domain work. FM has vetted this firm's qualifications, which includes a specialization in eminent domain, as well as their rates, which are comparable with market rates. The Transportation Department typically utilizes the FM on-call contract which has a cap of \$100,000; however, due to the complexity of the work, unique legal issues, and urgency to obtain rights of way for the Market Street Bridge Project, the Transportation Department and County Counsel requested a specific agreement. On October 1, 2024, Amendment No. 1 was executed which provided a time extension through June 30, 2028, and additional compensation not to exceed \$275,000 for the additional services anticipated to be required to complete the needed acquisitions.

**ATTACHMENTS**

**Attachment No. 1** - Vicinity Map

**Attachment No. 2** - Amendment No. 2

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

*Melissa Curtis*  
Melissa Curtis, Deputy Director of Purchasing and Fleet

1/28/2026

*Crystal Carrillo*  
Crystal Carrillo, Senior Management Analyst

2/3/2026

*Aaron Gettis*  
Aaron Gettis, Chief Deputy County Counsel

1/28/2026

**AMENDMENT No. 2**

**Amendment to the Legal Services Agreement Between  
The County of Riverside and Murphy & Evertz, Attorneys at Law**

THIS AMENDMENT to a Legal Services Agreement is made and entered into as of this 10 day of FEB, 2026, by and between the County of Riverside, a political subdivision of the State of California (hereinafter the "COUNTY"), and Murphy & Evertz, Attorneys at Law (hereinafter "ATTORNEYS").

**RECITALS**

- A. COUNTY and ATTORNEY have entered in an agreement entitled "LEGAL SERVICES AGREEMENT" (hereinafter the "Agreement") beginning September 1, 2023, through June 30, 2026. The Agreement provides the terms and conditions, statement of services and budget for the performance of legal services related to all aspects of the Market Street Bridge Project (hereinafter "PROJECT") and any condemnation and/or inverse condemnation actions associated with this PROJECT.
- B. COUNTY and ATTORNEY entered into Amendment No. 1 of the contract on October 1, 2024, providing a time extension through June 30, 2028 and increasing the compensation in the amount of \$275,000 to the amount of \$375,000.
- C. Due to the complexity of eminent domain cases necessary to effectuate the PROJECT, the original amount of the Agreement is insufficient.
- D. The parties desire to amend the Agreement to provide additional budget needed to perform additional services required to complete the procurement of the properties needed for the PROJECTS.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

- 1. Section 6. Compensation. The total amount of compensation paid to ATTORNEY is increased from Three Hundred Seventy-Five Thousand Dollars (\$375,000) to Five Hundred Thousand Dollars (\$500,000) Total.
- 2. Except to the extent specifically modified or amended hereunder, all the terms, covenants and conditions of the Agreement and Amendment 1 shall remain in full force and effect between the parties hereto.

3. This Second Amendment shall be effective immediately regardless of the Second Amendment's effective date, the additional funds provided by the First Amendment may be used to compensate ATTORNEY for work performed.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed this day and year first written above.

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**ARTICLE VIII • APPROVALS**

**COUNTY** Approvals

RECOMMENDED FOR APPROVAL:

*Dennis Acuna* Dated: Jan 23, 2026  
Dennis Acuna (Jan 23, 2026 10:54:04 PST)

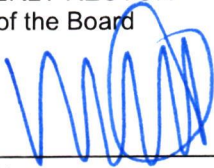
Dennis Acuna  
PRINTED NAME

Director of Transportation  
TITLE

**COUNTY OF RIVERSIDE**, a Political  
Subdivision of the State of California

By: *Karen S. Spiegel*  
Karen Spiegel  
Chair, Board of Supervisors

ATTEST:  
KIMBERLY RECTOR  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
MINH C. TRAN  
County Counsel

By: *Stephanie Nelson*  
Stephanie Nelson  
Deputy County Counsel

**ATTORNEYS** Approvals

ATTORNEYS:

*Douglas J. Evertz* Dated: Jan 23, 2026  
Douglas J. Evertz (Jan 23, 2026 11:13:58 PST)

Douglas J. Evertz  
PRINTED NAME

Partner  
TITLE












# Final\_2nd amendment for ME Market Street

Final Audit Report

2026-01-26

Created:	2026-01-23
By:	Monica Rossow (mrossow@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY6gtuCDKOTT-EhMriV1YyA1LsR8kdbxp

## "Final\_2nd amendment for ME Market Street" History

-  Document created by Monica Rossow (mrossow@rivco.org)  
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-  Document emailed to Douglas J. Evertz (devertz@murphyevertz.com) for signature  
2026-01-23 - 5:45:39 PM GMT
-  Document emailed to Dennis Acuna (DACUNA@rivco.org) for signature  
2026-01-23 - 5:45:40 PM GMT
-  Document emailed to Stephanie Nelson (stnelson@rivco.org) for signature  
2026-01-23 - 5:45:40 PM GMT
-  Email viewed by Dennis Acuna (DACUNA@rivco.org)  
2026-01-23 - 5:52:10 PM GMT
-  Document e-signed by Dennis Acuna (DACUNA@rivco.org)  
Signature Date: 2026-01-23 - 6:54:04 PM GMT - Time Source: server
-  Email viewed by Douglas J. Evertz (devertz@murphyevertz.com)  
2026-01-23 - 7:13:18 PM GMT
-  Document e-signed by Douglas J. Evertz (devertz@murphyevertz.com)  
Signature Date: 2026-01-23 - 7:13:58 PM GMT - Time Source: server
-  Email viewed by Stephanie Nelson (stnelson@rivco.org)  
2026-01-24 - 4:39:46 AM GMT
-  Document e-signed by Stephanie Nelson (stnelson@rivco.org)  
Signature Date: 2026-01-26 - 9:41:49 PM GMT - Time Source: server
-  Agreement completed.  
2026-01-26 - 9:41:49 PM GMT



Adobe Acrobat Sign



**Vicinity Map: Market Street Bridge at Santa Ana River**

**Project Title:** Market Street Bridge Over Santa Ana River  
Br. No. 56C-0024