

Regional Conservation Authority

**PROFESSIONAL SERVICES AGREEMENT WITH
JACOBS CIVIL INC. FOR TECHNICAL SUPPORT
TO DEVELOP SAMP AND MSAA**

Staff Contact:

**Best Best & Krieger LLP
(951) 686-1450**

Background:

RCA is assisting in the development of a Special Area Management Plan ("SAMP") and Master Streambed Alteration Agreement ("MSAA") in coordination with the County of Riverside and the U.S. Army Corps of Engineers. Charles Landry of Jacobs Civil Inc. will provide technical support to RCA during the development and implementation of the SAMP and MSAA, which includes the San Jacinto and Santa Margarita watersheds in western Riverside County. The agreement covers an 18 month period from June 1, 2006 through November 30, 2007 with a "not to exceed" amount of \$64,840.00. This 18-month period is based on the Corps' estimated schedule. Although RCA has allocated only \$20,000 toward this agreement for the 2006-07 fiscal year, TLMA, RCTC and Flood Control have committed to fund the balance.

Staff Recommendation:

That the Administrative Committee recommend that the Board consider and authorize the Executive Director to enter into an Agreement with Jacobs Civil Inc. to provide technical support on an "as needed" basis through November 30, 2007 with a "not to exceed" amount of \$64,840.00, and authorize staff to agendize this matter for the June 12, 2006 meeting of the RCA Board of Directors.

FINANCIAL INFORMATION	
In Fiscal Year 2006 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: \$ 20,000.00 Annual Cost: \$
Source of Funds: Development Mitigation Fees, RCTC, Flood Control and TLMA	Budget Adjustment: No From To
Approved by:	Date:

Attachment:

Professional Service Agreement with Jacobs Civil Inc.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY
AND
JACOBS CIVIL INC.
FOR
TECHNICAL SUPPORT IN DEVELOPING THE WESTERN RIVERSIDE SPECIAL
AREA MANAGEMENT PLAN AND MASTER STREAMBED ALTERATION
AGREEMENT FOR WESTERN RIVERSIDE COUNTY**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2006, by and between the WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY (the "RCA") and **JACOBS CIVIL INC.** ("Consultant"), a **MISSOURI CORPORATION.**

2. RECITALS.

2.1 RCA: RCA is a joint power authority created pursuant to the provisions of the California Government Code section 6500 with its principal place of business at 4080 Lemon Street, Twelfth Floor, Riverside, California 92501.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the RCA on the terms and conditions set forth in this Agreement.

2.3 Project. The RCA desires to engage Consultant to render technical support services for the RCA as set forth in this Agreement.

3. TERMS.

3.1 General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the professional engineering and environmental services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Services shall include, but not be limited to, any duties and responsibilities assigned by the RCA Executive Director. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be for a period not to exceed eighteen (18) months from the executed date in section 1 of this Agreement above, unless earlier terminated as provided herein. This Agreement may be renewed upon mutual agreement of the Parties.

3.3 RCA's Representative. The RCA hereby designates the RCA's Executive Director, or his or her designee, to act as its Representative for the performance of this Agreement ("RCA's Representative"). RCA's Representative shall have full authority to act on behalf of the RCA for all purposes under this Agreement. RCA's Representative shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the RCA's Representative or his or her designee.

3.4 Consultant's Representative. Consultant hereby designates **Charles Landry, Project Manager** to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with RCA's Representative and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the RCA staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by RCA's Representative.

3.5 Substitution of Key Personnel. Consultant has represented to the RCA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the RCA. In the event that the RCA and Consultant cannot agree as to the substitution of the key personnel, the RCA shall be entitled to terminate this Agreement for cause, pursuant to the provisions of Section 3.15. The key personnel for performance of this Agreement are: **Jacobs Civil Inc.: Charles Landry, Project Manager**.

3.6 Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the RCA's Representative in draft form, and the RCA may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required. In the event that RCA's Representative, in his sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this contract, RCA's Representative may require Consultant to revise and resubmit the work at no cost to the RCA.

3.7 Appearance at Hearings. If and when required by the RCA, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

3.8 Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the RCA that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the RCA, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the RCA for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the RCA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the RCA, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.9 Opportunity to Cure. RCA may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the RCA, and the cost thereof charged to Consultant.

3.10 Inspection of Work. Consultant shall allow the RCA's Representative to inspect or review Consultant's work in progress at any reasonable time.

3.11 Schedule of Services. Consultant shall provide his Services to the RCA on an as needed basis, within the term of this Agreement.

3.12 Trend Meetings. Consultant shall conduct trend meetings with the RCA's Representative and other interested parties, as requested by the RCA, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the RCA and other attendees no later than three (3) working days prior to the meeting.

3.13 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the RCA, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the RCA for each monthly invoice submitted.

3.14 Coordination of Services. Consultant agrees to work closely with the RCA Executive Director and RCA staff in the performance of Services and shall be available to RCA's Executive Director, staff, consultants and other staff at all reasonable times.

3.15 Termination.

3.15.1 Notice; Reason. RCA may, by written notice to Consultant, terminate this Agreement, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination"). Such termination may be for RCA's convenience or because of Consultant's failure to perform its duties and obligations under this Agreement. If the termination is for cause, Consultant shall have ten (10) days from receipt of the Notice of Termination to cure the claimed breach of default. Consultant may not terminate this Agreement except for cause. Consultant shall give a Notice of Termination to RCA, and RCA shall have ten (10) days from receipt of Notice of Termination to cure the claimed breach or default.

3.15.2 Discontinuance of Services. Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the RCA all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress. In such an event, Consultant shall have no liability for the RCA's use of completed Documents or Data for other than Project purposes.

3.15.3 Effect of Termination For Convenience. If the termination is to be for the convenience of the RCA, the RCA shall compensate Consultant for Services fully and adequately provided through the effective date of termination. Consultant shall provide documentation deemed adequate by RCA's Representative to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

3.15.4 Effect of Termination for Cause. If the termination is for cause, Consultant shall be compensated for those Services which have been fully and adequately completed and accepted by the RCA as of the date the RCA provides the Notice of Termination. In such case, the RCA may take over the work and prosecute the same to completion by contract or otherwise. Further, Consultant shall be liable to the RCA for any reasonable additional costs incurred by the RCA to revise work for which the RCA has compensated Consultant under this Agreement, but which the RCA has determined in its reasonably exercised sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in Section 3.8. Termination

of this Agreement for cause may be considered by the RCA in determining whether to enter into future agreements with Consultant.

3.15.5 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, except as otherwise provided in this Agreement.

3.15.6 Procurement of Similar Services. In the event this Agreement is terminated, in whole or in part, as provided by this Section, the RCA may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.15.7 Waivers. Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the RCA's termination of this Agreement, for convenience or cause, as provided in this Section.

3.16 Status of Consultant/Subconsultants.

3.16.1 Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. RCA retains Consultant on an independent contractor basis and not as an employee, agent or representative of the RCA. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

3.16.2 Prevailing Wages. By its execution of this Agreement, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Copies of the prevailing rate of per diem wages are on file at the RCA's offices. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the RCA, its elected officials, officers, employees and agents free and harmless from any claims, liabilities,

costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.16.3 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the RCA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.16.4 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the RCA. If Consultant wishes to use a firm as a subcontractor which is not specified in the proposal upon which this Agreement was awarded, prior written approval must be obtained from the RCA. The Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.17 Ownership of Materials/Confidentiality.

3.17.1 Documents & Data. This Agreement creates an exclusive and perpetual license for RCA to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that RCA is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the RCA.

RCA shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at RCA's sole risk.

3.17.2 Intellectual Property. In addition, RCA shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this

Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The RCA shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether paid for wholly or in part by RCA, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of RCA.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the RCA.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

RCA further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement, provided that the grant of such sub-license for other than Project purposes shall be at RCA's sole risk.

3.17.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of RCA, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use RCA's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of RCA.

3.18 Indemnification. Consultant shall indemnify and hold the RCA, its directors, officials, officers, agents, consultants, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful

death, in any manner arising out of or incident to alleged negligent acts, omissions or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the RCA, its directors, officials, officers, agents, consultants, employees and volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the RCA or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the RCA and its directors, officials, officers, agents, consultants, employees and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the RCA or its directors, officials, officers, agents, consultants, employees and volunteers.

3.19 Insurance.

3.19.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the RCA that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.19.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *if Consultant has employees, Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury

and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.19.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

3.19.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the RCA to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the RCA, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the RCA, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the RCA, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way, to the extent Consultant's has assumed liability under this Agreement.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the RCA, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the RCA, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the RCA, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way, to the extent Consultant's has assumed liability under this Agreement.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the RCA, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the RCA; and (B) any failure to comply with reporting or other

provisions of the policies, including breaches of warranties, shall not affect coverage provided to the RCA, its directors, officials, officers, employees and agents.

3.19.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the RCA. If the RCA does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the RCA, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the RCA, its directors, officials, officers, employees and agents; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.19.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the RCA.

3.19.7 Verification of Coverage. Consultant shall furnish RCA with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the RCA. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the RCA before work commences. The RCA reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.20 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.21 Fees and Payment.

3.21.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Total Compensation shall not exceed \$64,840.00, as further set forth in Exhibit "B."

3.21.2 Payment of Compensation. Consultant shall submit a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as

appropriate, through the date of the Statement. Charges specific to each Milestone listed in the Schedule of Services shall be listed separately on an attachment to each statement. Each statement shall be accompanied by a monthly progress report and spreadsheets showing hours expended for each task for each month and the total Project to date. Each statement shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the Consultant's Project Manager or other authorized officer.

3.21.3 Extra Work. At any time during the term of this Agreement, RCA may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by RCA to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from RCA's Representative.

3.21.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the RCA's Representative.

3.22 Prohibited Interests.

3.22.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the RCA shall have the right to rescind this Agreement without liability.

3.22.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the RCA, during the term of his or her service with the RCA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

3.22.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the RCA shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the RCA payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the RCA, is prohibited.

3.22.4 Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration,

contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the RCA shall have the right to terminate this Agreement without liability pursuant to Section 3.15, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

3.23 Accounting Records.

3.23.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all reimbursable expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the RCA during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.24 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.25 Right to Employ Other Consultants. RCA reserves the right to employ other consultants in connection with the Project.

3.26 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.27 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and, all other costs of such actions.

3.28 Time of Essence. Time is of the essence for each and every provision of this Agreement. Consultant shall not be in default for failure to meet any schedule commitment as a result of any excusable delay.

3.29 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.30 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

RCA:

Jacobs Engineering
3600 Lime St.
Suite 714
Riverside, CA 92501
Attn: Charles Landry

Western Riverside County
Regional Conservation Authority
4080 Lemon Street, 12th Floor
P.O. Box 1667
Riverside, CA 92502-1667
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.31 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.32 Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.33 Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

3.34 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.35 No Waiver. Failure of the RCA to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

CONSULTANT

By: _____
Kelly Seyarto, Chairman
Board of Directors

By: _____
Signature

Name

Attest:

Title

By: _____
Honey Bernas, Clerk of the Board

Approved as to Form:

By: _____
Best, Best & Krieger LLP
General Counsel

EXHIBIT "A"

SCOPE OF SERVICES [ATTACHED]

Task 1.0 Special Area Management Plan (SAMP)

1.1 General Support

The purpose of this task is to provide consultation to the Regional Conservation Authority (RCA) regarding the Western Riverside Special Area Management Plan (SAMP). Jacobs Engineering (Jacobs) will provide consultation in support of the RCA while the RCA works with the U.S. Army Corps of Engineers (Corps) in the development and implementation of the Western Riverside SAMP and Master Streambed Alteration Agreement (MSAA) which includes the San Jacinto and Santa Margarita Watersheds in western Riverside County. The work efforts in this task to be provided can include attending meetings, and providing assessment and consultation on the development of the SAMP being prepared by the Corps. The consultant will review SAMP/MSAA information and provide advice for the RCA on the development and implementation of the SAMP.

This scope of services covers an 18 month period from June 1, 2006 through November 31, 2007. This 18 month period is based on the U.S. Army Corps of Engineers schedule estimate.

1.2 Technical Support

The consultant will, when requested by the RCA attend meetings on the SAMP and undertake specific tasks as directed by the RCA. Jacobs will review ongoing pre draft EIS/EIR information from the Corps and provide advice and consultation to the RCA. This information includes: the proposed draft Aquatic Resource Conservation Areas (ARCA) and alternatives to be evaluated by the EIS/EIR. After the draft EIS/EIR (developed by the Corps) is released, Jacobs will review and provide comment and advice to the RCA. Jacobs will also provide advice to the RCA following the public comment period and the Corps 404 permit process.

1.3 Meetings

This task includes attending internal meetings with the RCA and other County Agencies and also includes attending meetings with the U.S. Army Corps of Engineers and other federal and state agencies. It is expected that meeting frequency is approximately one per week for the duration of the SAMP project. Period of estimated scope of services is 18 months.

1.4 Status of Personnel

The consultant agrees to designate Charles Landry as the key person on this contract. If for any reason he is not available, the consultant will attempt to provide comparable personnel on this contract. If personnel cannot be agreed upon by RCA and the consultant, the contract can be terminated.

EXHIBIT "B"

COMPENSATION AND PAYMENT [ATTACHED]



**Regional Conservation Authority
Special Area Management Plan**

Date: May, 01, 2006

Support Estimate

		Hours	Hourly Rate	Total
Project Manger	Charles Landry	312	\$195.00	\$60,840.00
Other Direct Costs				\$4,000.00
Estimated Total Costs				\$64,840.00

Period of Performance - 18 Months
June, 2006 - November, 2007