



**SUBMITTAL TO THE BOARD OF DIRECTORS
REGIONAL PARK AND OPEN SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



528

FORM APPROVED COUNTY COUNSEL
8/26/16
DATE

FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
August 31, 2016

SUBJECT: First Amendment to the Memorandum of Understanding for Cooperative Planning and Development of the Santa Ana River Trail in Riverside County by and between The Riverside County Regional Park and Open Space District and Riverside County Transportation Commission; District 2; [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the First Amendment to the Memorandum of Understanding for Cooperative Planning and Development of the Santa Ana River Trail in Riverside County by and between The Riverside County Regional Park and Open Space District and Riverside County Transportation Commission and authorize the Chairman of the Board of Directors to execute the same on behalf of the District; and
2. Direct the Clerk of the Board to return three (3) copies of the executed amendment to the District.

BACKGROUND:

Summary

(Continued on page 2)

Scott Bangle
General Manager

2017-016D

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS:

Budget Adjustment:

For Fiscal Year:

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: M.O. 13-2D 03/10/15

District:

Agenda Number:

DISTRICT
13-1

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

FORM 11: First Amendment to the Memorandum of Understanding for Cooperative Planning and Development of the Santa Ana River Trail in Riverside County by and between The Riverside County Regional Park and Open Space District and Riverside County Transportation Commission; District 2; [\$0]

DATE: August 31, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

On March 10, 2015 by M.O. 13-2D, the Board of Directors for the Riverside County Regional Park and Open-Space District ("District") approved the Memorandum of Understanding with Riverside County Transportation Commission ("RCTC") whereby RCTC agreed to provide project management services for the completion of the Santa Ana River Trail through Riverside County. As a part of this agreement, the District provided a \$500,000 advance to RCTC for reimbursement of direct costs incurred on the project. The proposed amendment expands the scope of service from the original agreement to include new environmental and design work for the Green River Golf Course portion, also known as the pinch point. Any costs incurred by RCTC in conjunction with this scope change will be paid for from the original advance amount, with additional funds added at a later date if determined necessary.

Impact on Citizens and Businesses

This amendment will help to increase the efficiency of the project by allowing RCTC to manage design and construction of the final segment of trail in addition to the remaining phases. When finished the Santa Ana River Trail will be a vital asset for the citizens of Riverside County.

Attachments:

First Amendment to MOU

**FIRST AMENDMENT
TO
THE MEMORANDUM OF UNDERSTANDING
FOR COOPERATIVE PLANNING AND DEVELOPMENT OF THE
SANTA ANA RIVER TRAIL IN RIVERSIDE COUNTY
By and Between
THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
And
RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE PLANNING AND DEVELOPMENT OF THE SANTA ANA RIVER TRAIL IN RIVERSIDE COUNTY ("First Amendment"), dated as of _____, is entered into by and between THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Div.5, Ch.3, Art.3, ("District"), and RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC"), a public agency under the authority of the laws of the State of California, sometimes collectively referred to herein as the "Parties".

RECITALS

A. The District and RCTC have entered into a Memorandum of Understanding For Cooperative Planning and Development of the Santa Ana River Trail in Riverside County, dated March 10, 2015 (the "Original Agreement"), pursuant to which District has retained the services of RCTC to provide project management services and contract administration services for the benefit of the Santa Ana River Trail project in Riverside County, more particularly described in the Original Agreement.

B. The Parties now desire to amend the Original Agreement to allow RCTC to procure and provide management and contract administration for environmental, design, and right-of-way consultant services for an additional portion of the Santa Ana River Trail ("Trail"), generally identified as the portion of the Trail through the Green River Golf Course ("SART 2 Portion").

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the Parties agree as follows:

SECTION 1. Interpretation of Terms.

- a. The Parties agree that, as used in the Original Agreement, reference to "existing District design consultant and environmental consultant services contracts" or

“existing design and environmental services contracts” means and refers to contracts entered into by the District prior to the date of this First Amendment.

- b. The Parties agree that, as used in the Original Agreement and in this First Amendment, reference to “existing design and environmental services consultants” or “existing design consultant” shall mean and refer to District’s design and/or environmental services consultant(s) hired by District prior to the date of this First Amendment.
- c. The Parties agree that, as used in the Original Agreement and in this First Amendment, reference to the “Trail” or the “Trail Project” shall include the “SART 2 Portion”, as that term is defined in this First Amendment.

SECTION 2. Section I.A.2 of the Original Agreement is hereby amended, in its entirety, to read as follows:

2. Subject to reimbursement by the District, function as the administering agent assisting the Lead Agency on procuring, contracting for, and managing all future consultant contracts related to the completion of the Trail in Riverside County including, but not limited to, the contract for construction management services, contracts for construction and, for the SART 2 Portion only, contracts for design, environmental and right-of-way services; and

SECTION 3. Section I.A.6 of the Original Agreement is hereby amended, in its entirety, to read as follows:

6. Prepare the procurement documents for the construction services related to Trail completion and, for the SART 2 Portion only, prepare the procurement documents for the design, environmental and right-of-way services, in addition to the construction services. Provide a final review of the plans specifications and estimates included therewith. Provide the District with an opportunity to review and comment on the procurement documents, including the plans, specifications and estimates; and

SECTION 4. Section XI of the Original Agreement is hereby amended, in its entirety, to read as follows:

XI. Insurance. The Parties shall require the following:

RCTC shall cause all consultants and contractors, excluding the existing design and environmental services consultants, to maintain in force, until completion and acceptance of the project consultant or construction

contract, a policy of Commercial General Liability Insurance, including coverage of Bodily Injury Liability, Property Liability, and Contractual Liability in the amount of Two Million Dollars (\$2,000,000.00) minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) minimum. RCTC shall require endorsements to each policy which name the District and Riverside County, their officers, officials, agents and employees as additionally insured. RCTC shall also require all consultants/contactors to maintain Worker's Compensation Insurance and Additional Insured Endorsements which meet the requirements of this section until completion and acceptance of the project consultant or construction contract. Evidence of compliance with the Worker's Compensation Insurance and Additional Insured Endorsements shall be provided to the Parties.

District shall cause the existing design consultant to maintain in force, until completion and acceptance of the project consultant or construction contract, a policy of Commercial General Liability insurance, including coverage of Bodily Injury Liability, Property Liability, and Contractual Liability in the amount of Two Million Dollars (\$2,000,000.00) minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) minimum. District shall require endorsements to each policy which name RCTC and its officers, officials, agents and employees as additionally insured. District shall also require all consultants/contactors to maintain Worker's Compensation Insurance and Additional Insured Endorsements which meet the requirements of this section until completion and acceptance of the project consultant or construction contract. Evidence of compliance with the Worker's Compensation Insurance and Additional Insured Endorsements shall be provided to the Parties.

SECTION 5. CONTINUING EFFECT. Except as amended or modified herein, all the terms of the Original Agreement shall remain in full force and effect, provided that the provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Original Agreement.

SECTION 6. SEVERABILITY. If any provisions of this First Amendment shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this First Amendment, and all such other provisions shall remain in full force and effect.

SECTION 7. INCORPORATION OF RECITALS. The recitals set forth above are true and correct and are incorporated by reference as though fully set forth herein.

SECTION 8. EFFECTIVE DATE. This First Amendment shall not be binding or consummated until its approval by the District Board of Directors and fully executed by the Parties.

**SIGNATURE PAGE
TO
FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
FOR COOPERATIVE PLANNING AND DEVELOPMENT
OF THE SANTA ANA RIVER TRAIL IN RIVERSIDE COUNTY
(Agreement No. 15-67-059-01)**

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the dates written below.

DISTRICT
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

RCTC
RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

By: _____

By: _____

Chairman, Board of Directors

Anne Mayer
Executive Director

Dated: _____

Dated: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____

Deputy

(Seal)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

APPROVED AS TO FORM:

By:  _____

Synthia M. Gunzel
Deputy County Counsel

By: _____

Best Best & Krieger LLP
Counsel of Riverside County
Transportation Commission