FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 1/13/16

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

463

FROM: Regional Park and Open-Space District

SUBMITTAL DATE: December 30, 2015

SUBJECT: 2nd Amendment to Consultant Service Agreement with KTU+A related to the Salt Creek Trail project in Riverside County; District 2 [$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Ratify and Approve the 2nd Amendment to the Engineering, Design, & Environmental Consulting Service Agreement between The Riverside County Regional Park and Open-Space District ("District") and KTU+A Planning and Landscape Architecture Inc. ("KTU+A") and authorize the Chairman of the Board of Directors to execute the same on behalf of the District; and
2. Authorize the General Manager or his designee to approve and execute a term extension pursuant to the Agreement as needed to complete described scope of work with no cost increases.

BACKGROUND:
Summary
(Continued on page 2)

Scott Bangle
General Manager

2016-19D

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ 0	$ 0	$ 0	$ 0	Consent ☐ Policy ☒
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0	

SOURCE OF FUNDS:

Budget Adjustment: NO

For Fiscal Year:

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Tavaglione, seconded by Director Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: January 26, 2016
xc: Parks

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

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

Prev. Agn. Ref.: 08/05/14 M.O. 13.2D | **District: 2** | **Agenda Number:** DISTRICT 13-2

BACKGROUND:
Summary (continued)

On September 24, 2013 by Minute Order 13.1D, the Board approved a Consultant Services Agreement between the KTU+A Planning and Landscape Architecture, San Diego, California (Consultant) and the Riverside County Regional Park and Open-Space District (District) for the design and development documentation for the Salt Creek Trail Project (Trail).

An additional opportunity emerged when the District conducted a meeting with Metropolitan Water District (MWD) representatives to discuss the Salt Creek Trail. Inquiries regarding recreation trails through Western Riverside Multi-Species Reserve lands provided a path to initiating planning efforts that have long been stalled. MWD and the District agreed in concept to a cost sharing alliance, whereby both would equally contribute to developing a plan that would evaluate appropriate locations and analyze impacts and ability to design and develop a sustainable trail through potentially sensitive habitat areas before recommending the primary and alternate trail routes. The District requested that the Consultant submit a cost estimate to complete the work.

On August 5, 2014 by Minute Order 13.2D, the Board approved the First Amendment to the Consultant Service Agreement between KTU+A and the District to complete the research and impact report for the trail link between Salt Creek and Lake Skinner Recreation Area.

This Second Amendment will extend the term of the agreement to allow for the completion of the research and impact report for the trail link between Salt Creek and Lake Skinner Recreation Area. All other portions of work described in the original Agreement and First Amendment are no longer part of the scope of services; therefore, have been deleted from the Agreement in this Second Amendment.

The 2nd Amendment to the Consultant Service Agreement has been approved as to form by County Counsel.

Impact on Citizens and Businesses

No impact on citizens or businesses is anticipated.

Supplemental: (additional Fiscal Info if applicable)

No changes to the approved not-to-exceed contract amounts are included in these amendments.

Attachments:

2nd Amendment to the Engineering, Design, & Environmental Consulting Service Agreement between The Riverside County Regional Park and Open-Space District and KTU+A Planning and Landscape Architecture Inc.

AMENDMENT NUMBER TWO TO THE ENGINEERING, DESIGN, & ENVIRONMENTAL CONSULTING SERVICE AGREEMENT
By and Between
THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
And
KTU&A PLANNING & LANDSCAPE ARCHITECTURE

THIS **AMENDMENT NUMBER TWO TO THE ENGINEERING, DESIGN, & ENVIRONMENTAL CONSULTING SERVICE AGREEMENT** ("Amendment No. 2"), dated as of January 26, 2016, is entered into by and between 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 KTU&A Planning and Landscape Architecture ("Consultant"), A California Corportation, sometimes collectively referred to as the "Parties".

RECITALS

A. The District and Consultant have entered into an Engineering, Design, & Environmental Consulting Service Agreement, dated *September 24, 2013* (the "Original Agreement") to provide engineering, design, development, documentation, and environmental services for the Salt Creek Trail Project, as described in the Original Agreement.

B. Amendment Number One to the Original Agreement dated August 5, 2014 whereby the Parties amended the scope of work to include requirements of the National Environmental Protection Act (NEPA) per the grant program funding requirements of the project, add the development and planning of a trail connection between Lake Skinner Recreation Area and The Salt Creek Trail project, and to increase the fee amount for the services.

C. The Original Agreement together with Amendment No. 1 and this Amendment are collectively referred to herein as the "Agreement".

D. The Parties now desire to amend the Agreement to extend the term period and time of completion for services, to provide noticing requirements, and to limit the scope of work to be completed.

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

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JAN 26 2016 13-2D

1. DESCRIPTION. Article I of the Agreement is hereby amended by the following:

This Agreement shall commence on upon full execution of the Parties, and continue until the end of the Period of Performance, or completion of the last work assignment, whichever occurs first, unless the Parties otherwise agree in writing or sooner terminated pursuant to Article IX.

2. PERIOD OF PERFORMANCE. Article I, Exhibit D of the Agreement is hereby amended by the following:

Period of Performance

The Period of Performance shall be extended for one (1) year with three (3) options to extend for additional six (6) month terms pursuant to advance notice terms provided in Article III, Section C.

3. SCOPE OF WORK
   a. Artilce II, Sections A and B shall hereby be removed from the agreement and replaced by the following.

The Proposal from the Consultant that was approved as Section 2 of the First Amendment to research and analyze a trail link between the Salt Creek Trail alignment and the Lake Skinner Recreation Area through Metropolitan Water District lands as part of Diamond Valley Lake and Western Riverside Multi-Species Reserve Management lands will remain in full effect as described in Exhibit "B" of the First Amendment.

The Not-To-Exceed fee for this project will be $51,910, as shown in Exhibit B of the First Amendment.

No other work described in the Original Agreement or the First Amendment shall be completed as part of this Second Amendment.

   b. Section 1 of the First Amendment shall hereby be removed.

4. CONSULTANT'S COMPENSATION. Article III of the Agreement is hereby amended to add a new section C by the following:

C. **Notice to District**

The fee amounts 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. Consultant shall notify the District immediately in writing

when Consultant has expended seventy-five percent (75%) of the total compensation and no later than six (6) months prior to the end of the Period of Performance or two thirds (2/3) of the Period of Performance has passed, whichever shall provide the greater advance notice. In the event that the period of performance is less than 6 months, then Consultant shall provide notice no later than three (3) months prior to the end of the Period of Performance. Timely notice by Consultant and a duly authorized written amendment shall be a condition precedent to any obligation for payment by District beyond the approved compensation and period of performance.

5. TIME OF COMPLETION. Article X, Section H of the Agreement is hereby deleted and replaced in its entirety by the following:

The Parties intend that the contract duration for the revised, Design, and Environmental Consulting Services would be extended through the completion of the proposed scope of work so long as the not-to-exceed payment amount to Consultant has not been met.

6. CAPITALIZED TERMS. Amendment No. 2 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 Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

7. 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, 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 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. Neither this Amendment, nor the Original Agreement, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Consultant.

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

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[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the dates written below.

DISTRICT
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

By: _____
KEVIN JEFFRIES

Chairman, Board of Directors

Dated: JAN 26 2016

CONSULTANT
KTU&A Planning and Landscape
Architecture
3916 Normal St
San Diego, CA 92103

By: _____

Print Name: Sharon A. Singleton
Title: Vice President

Dated: 12/31/15

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

(Seal)

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel