



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



ITEM  
13.5  
(ID # 4561)

**MEETING DATE:**

Tuesday, June 20, 2017

**FROM :** REGIONAL PARK & OPEN SPACE DISTRICT:

**SUBJECT:** REGIONAL PARK AND OPEN SPACE DISTRICT: Amendment to Professional Service Agreement for Design Services off Lake Skinner Splash Pad Expansion; District 3, [\$0]

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

1. Ratify and Approve the First Amendment to the Professional Service Agreement for Design Services of Lake Skinner Splash Pad Expansion ("Amendment") between the Riverside County Regional Park and Open-Space District ("District") and Schmidt Design Group, Inc. ("Schmidt"); and
2. Authorize the Chairman of the Board to execute the Amendment on behalf of the District; and
3. Direct the Clerk of the Board to return (3) copies of the executed Amendment to the District.

**ACTION: Consent**



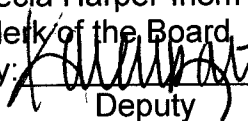
Scott Bangle, Director General Manager / Park Director 6/8/2017

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Director Ashley, 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, Perez and Ashley  
 Nays: None  
 Absent: None  
 Date: June 20, 2017  
 xc: Parks

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

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AND OPEN-SPACE DISTRICT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment:</b>	<b>NO</b>
			<b>For Fiscal Year:</b>	<b>2017/18</b>

**BACKGROUND:**

**Summary**

Lake Skinner Splashpad was originally designed and built in 2010 by Schmidt Design Group, Inc. ("Schmidt") In 2015, the District began an expansion project to enhance the user experience for park guests utilizing the splashpad. This expansion includes the addition of elements that will service the special needs community, as well as a new gathering area, shade structure, BBQ area, and lighting.

On September 22, 2015 by M.O. 13.3, your honorable board approved the Professional Service Agreement for Design Services of the expansion project between the District and Schmidt. On December 6, 2016 by M.O. 13.6, construction of the project was awarded to Western Rim Construction. The scope of work in Schmidt's agreement includes construction administration. The intent of the proposed amendment is to allow for the fulfillment of this contract requirement, by extending Schimidt's agreement to the completion of construction of the new splashpad and recordation of the notice of completion for the Project by the District.

**Impact on Citizens and Businesses**

No impact on citizens or businesses is anticipated as a result of this amendment.

**Supplemental (additional Fiscal Info if applicable):**

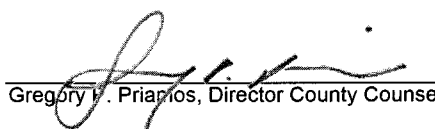
No changes to the approved not-to-exceed contract amount is included in this amendment.

**Attachments**

First Amendment to the Professional Service Agreement for Design Services of Lake Skinner Splash Pad Expansion

  
Alex Ganr

6/13/2017

  
Gregory V. Priapios, Director County Counsel

6/8/2017

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT**  
**For**  
**DESIGN SERVICES OF LAKE SKINNER SPLASH PAD EXPANSION**  
**Between**  
**RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**  
**And**  
**SCHMIDT DESIGN GROUP, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR DESIGN SERVICES OF LAKE SKINNER SPLASH PAD EXPANSION ("1<sup>st</sup> Amendment") dated \_\_\_\_\_ 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 SCHMIDT DESIGN GROUP, Inc., a California corporation, ("Consultant"), sometimes collectively referred to as the "Parties".

RECITALS

- A. The DISTRICT and Consultant have entered into that certain **Professional Service Agreement for Design Services of Lake Skinner Splash Pad Expansion** dated September 22, 2015 (the "Original Agreement") pursuant to which District has retained the services of Consultant to design The Lake Skinner Splash Pad Expansion Project in Riverside County, more particularly described in the **Original Agreement**.
- B. The Original Agreement together with this 1<sup>st</sup> Amendment are hereinafter collectively referred to herein as the "Agreement".
- C. The Parties now desire to amend the Original Agreement to clarify the intention of the Parties concerning the duration of the services to be performed by Consultant and extend the period of performance for services.

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

1. **PERIOD OF PERFORMANCE.** Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

This Agreement shall be effective upon full execution by both Parties, and continue until the construction of the Lake Skinner Splash Pad Extension Project ("Project") is completed and the notice of completion is recorded by the District, unless the Parties otherwise agree in writing to terminate pursuant to Section 5 of the Agreement. Consultant shall commence performance upon full execution of this Agreement by both Parties and Consultant shall diligently and continuously perform the services thereafter. The Board of Directors for the Riverside County Regional Park and Open-Space District is the only authority that may

obligate the District for a non-cancelable multi-year agreement. The time for completion of the design services to be performed by the Consultant as amended and clarified herein this Section 2 does not in any way authorize any additional payments to Consultant or increase the not-to-exceed payment amount of Compensation provided in Section 3 of the Agreement. The Parties intended for the duration of this Agreement to continue until such time as the recordation of the notice of completion for the Project.

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 Original 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 Party. Neither this Amendment, nor the Original Agreement, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Consultant.
  
4. EFFECTIVE DATE. This First Amendment to the 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 First Amendment as of the dates written below.

**DISTRICT**

RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509

Signature:   
Kevin Jeffries  
Chairman, Board of Directors

Dated: JUN 20 2017

**CONSULTANT**

SCHMIDT DESIGN GROUP, INC.  
1111 Sixth Avenue, Suite 500  
San Diego, CA 92101

Signature:   
Glen Schmidt  
President

Dated: 7/24/17

**ATTEST:**

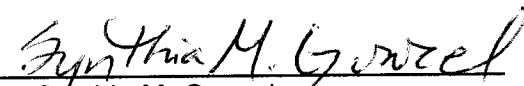
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

(Seal)

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By:   
Cynthia M. Gunzel  
Supervising Deputy County Counsel