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 ("1st 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 1st 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: ____________________________

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

Signature: ____________________________
Glen Schmidt
President

Dated: ____________________________

**ATTEST:**
Kecia Harper-Ihem
Clerk of the Board

By: ____________________________
Deputy

(Seal)

**APPROVED AS TO FORM:**
Gregory P. Priamos
County Counsel

By: ____________________________
Synthia M. Gunzel
Supervising Deputy County Counsel