

SECOND AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

DEBORAH MURPHY, A SOLE PROPRIETOR,
DOING BUSINESS AS DEBORAH MURPHY URBAN DESIGN + PLANNING

[2019 Transformative Climate Communities Implementation Grant Application]

THIS SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Second Amendment") is made and entered into this _____ day of _____, 2020, by and between the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, a public entity ("Authority"), and DEBORAH MURPHY, a sole proprietor, doing business as DEBORAH MURPHY URBAN DESIGN + PLANNING ("Consultant"), with respect to the following:

RECITALS

WHEREAS, on July 18, 2019, the Authority and Consultant entered into a Professional Consultant Services Agreement ("Agreement"), wherein Consultant was to provide professional consultant services in conjunction with the 2019 Transformative Climate Communities Implementation Grant Application for a total sum not to exceed Forty-Nine Thousand Nine Hundred Ninety-Five Dollars (\$49,995.00); and

WHEREAS, the Agreement was to expire on December 31, 2019; and

WHEREAS, on or about January 23, 2020, the Authority and Consultant entered into a First Amendment for Professional Consultant Services Agreement, wherein they extended the term of the Agreement to March 31, 2020; and

WHEREAS, significant progress has been made with regards to the Project, but additional hours are necessary to complete crucial tasks, specifically as it relates to climate adaptation planning in the Transformative Climate Communities project area; and

WHEREAS, the Authority and Consultant now desire to amend the Agreement to extend the term until June 30, 2020, and to increase the compensation by an additional Twenty Thousand Two Hundred Fifty Dollars and Seventy-Five Cents (\$20,250.75) for a total compensation not to exceed Seventy Thousand Two Hundred Forty-Five Dollars and Seventy-Five Cents (\$70,245.75).

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section 2, Term, is hereby amended to extend the term of the Agreement until June 30, 2020.

2. Section 3, Compensation/Payment, is hereby amended to increase the total compensation to Seventy Thousand Two Hundred Forty-Five Dollars and Seventy-Five Cents (\$70,245.75).

3. Exhibit "A", Scope of Services, is hereby deleted in its entirety and replaced with Exhibit "A-1," attached hereto and incorporated herein, and all references to Exhibit "A" are amended to reference Exhibit "A-1."

4. Exhibit "B," Compensation, is hereby deleted in its entirety and replaced with Exhibit "B-1," attached hereto and incorporated herein, and all references to Exhibit "B" are amended to reference Exhibit "B-1."

5. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this Second Amendment, shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

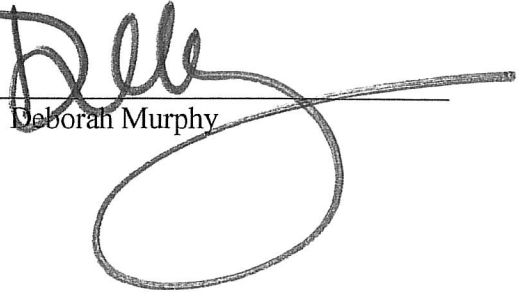
HOUSING AUTHORITY OF THE
CITY OF RIVERSIDE, a public entity

Deborah Murphy, a sole proprietor, doing
business as Deborah Murphy Urban Design +
Planning

By: _____

Executive Director

By: _____

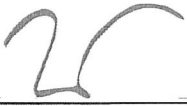


Deborah Murphy

Attest: _____

Authority Secretary

Approved as to Form:

By:  _____

Authority General Counsel

19-0425.2 LMS

CERTIFIED AS TO FUNDS AVAILABILITY:

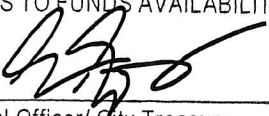
BY:  _____
Chief Financial Officer/ City Treasurer

EXHIBIT “A-1”

SCOPE OF SERVICES

1. Meetings and General Coordination

- Attend Kick-Off Meeting and up to three additional meetings with Client Team
- Review Previous Applications and Client provided background materials
- Review TCC Application/Instructions /Guidelines/Webinars/FAQs
- Prepare & Update Assignment Task List
- Coordinate with Client Team and project partners
- Research/coordinate w/ city departments and elected officials
- Provide all applications, files and background information to Client

2. Scope of TCC Projects

- Assist the Client with evaluating the proposed scope and definition of each TCC project from the Round One and Round Two applications to assure that the projects are strong in each of their proposed categories as well as when combined together for a winning application. The Consultant may recommend revisions, deletions and additions to individual projects and the overall combination of projects.

3. Grant Application Preparation

- Utilizing Plan and Project Workbooks; responses to questions; readiness and quantification, management capacity, financial capacity, leverage funding documentation provided by the Client and project partners, prepare a Draft Round Three TCC Application according to the TCC Guidelines and Application Instructions for review by the Client.
- Based on comments from the Client, prepare the Final Round Three TCC Application for electronic submittal using the FFAST system by the SGC deadline (date TBD).

4. Project Area Maps

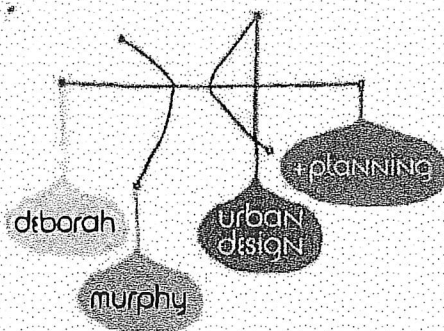
- To assure that maps prepared for the Round Three application support a strong application, all new maps will be prepared by or in consultation with Consultant Team Member Mehmet Berker, GIS Specialist.

5. Additional Service

- The Consultant can provide additional services, such as extensive re-scoping of Round One or Round Two projects or development of additional projects, for an additional fee based on the hourly rates listed below.

Deliverables:

1. Draft TCC Grant Application including all attachments – electronic copy only
2. Final TCC Grant Application including all attachments – electronic copy only



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 c: 213.706.9583

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 los angeles, ca 90039.3661

@lawalksdmurphy

March 9, 2020

Jeffrey McLaughlin
City of Riverside
 3700 Main Street
 Riverside, CA 92522

**RE: City of Riverside Climate Adaptation Planning Research Consultant Services
 Scope of Work and Fee**

Deborah Murphy Urban Design + Planning (Consultant) will use the following assumptions and complete the tasks listed below for the City of Riverside (Client) Climate Adaptation Planning Research Consultant Services according to the fee at the end of this proposal:

Assumptions:

1. The Client or others will provide to the Consultant all the necessary background information, in a timely manner, including: planning, design, land use, transportation, economic, public health, environmental, anti-displacement, climate adaptation and other goals and objectives for the project; planning efforts and design concepts already completed; digital aerial photos & maps of the project area; GIS files and data; land use, zoning, demographic, economic and housing data; information on proposed new developments; transportation-related data including active transportation corridors; documentation of community outreach previously conducted and planned; staff contact information and other relevant materials.
2. The Project Area will be East Riverside between the 91 freeway and the University of Riverside and between approximately 3rd Street and Martin Luther King Jr. Blvd.
3. The Client will assist the Consultant in coordinating with city staff and others as necessary.
4. Deliverables of text and spreadsheet documents will be prepared in Microsoft Word and Excel and Adobe Acrobat PDF; graphics materials will be prepared in Adobe In Design, Photoshop, Illustrator and Acrobat PDF and GIS documents in ESRI-based ARC Info.
5. All materials provided by the Client and materials prepared by the Consultant are the property of the Client and shall be turned over to the Client by the Consultant at the completion of the project.
6. This scope of work is intended to cover work completed from approximately February 1 - March 31, 2020. This time period can be extended and amended by mutual agreement of the Consultant and the Client.
7. If for any reason the time period for this project is substantially increased, the Consultant shall have the right to renegotiate the scope of services and/or the fee to compensate for the start-up costs associated with stopping and restarting the projects.

Tasks – The Following shall be completed by the Consultant team:

1. Meetings and General Coordination
 - Attend Kick-Off Meeting and up to three additional meetings/conference calls with Client Team
2. Climate Adaptation Planning Research
 - Review Background Information provided by Client

- Conduct additional background research regarding population, public health, transportation impacts, pedestrian and cyclist collisions, active transportation planning, climate action policies and programs, land use and zoning, including plans and policies from SCAG & WRCOG.
- Based upon background information review and additional research listed above, prepare a draft summary of past planning efforts that support climate adaption to address climate change in the project area.
- Based upon review and comments of the Draft Summary by the Client, prepare a Final Summary.

3. Project Area Maps

- Prepare Project Area maps to document the status of climate adaptation in the project area.
- Prepare Project Area Maps.

4. Additional Service

- The Consultant can provide additional services for an additional fee based on the hourly rates listed below.

Total Not-to-Exceed Fee for all Tasks listed above is \$20,250.75 and will billed on an Hourly Basis at the following rates:

Hourly Rates

Project Manager	\$175
Senior Planner	\$175
GIS Specialist	\$110
Planner/Admin Staff	\$ 70

Deliverables:

1. Draft Summary of Climate Adaptation Planning Research – electronic copy only
2. Final Summary of Climate Adaptation Planning Research – electronic copy only
3. Project Area Maps– electronic copy only

Additional Services Hourly Rates:

Additional Services can be provided by the Consultant at the hourly rates listed above, if agreed to by the Client and the Consultant.

Reimbursable Expenses:

If conference call services or hard copies are to be provided for the Client, the costs of those services and printing and shipping shall be reimbursed at cost of those services in addition to the Fee listed above.

Invoicing:

Invoices will be submitted at the end of each month with the number of hours and a description of the tasks completed to date. Any additional services will be in addition to the \$20,250.75 Not-to-Exceed Fee and will be charged on an hourly basis.

Agreement:

Please forward Contract Documents for review and signature to execute the above listed Scope of Work and Fee.

Thank you for the opportunity to work with the City of Riverside on this important project for East Riverside.

All the best,



Deborah Murphy, Associate AIA

Cc: file

EXHIBIT "B-1"

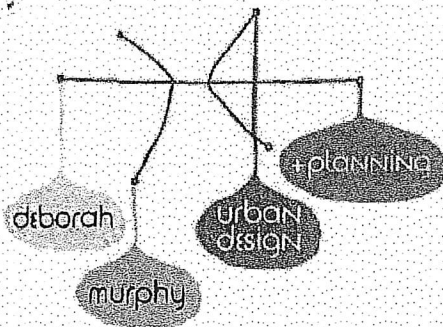
COMPENSATION

Consultant shall be paid a sum not to exceed Seventy Thousand Two Hundred Forty-Five Dollars and Seventy-Five Cents (\$70,245.75) for the Services listed in Exhibit "A-1" of this Agreement, in accordance with the attached rates.

Attached:

- TCC Round Three Grant Consultant Services Tasks – Fees
- Cost Proposal

* The above listed breakdown of hours by team member is an estimate only and actual hours per task per team member may vary depending on actual tasks requested from the City of Riverside. Total Fee shall not exceed \$50,000, as per submitted proposal on March 13, 2019.



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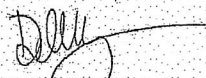
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