



**Contract Number**  
23-234 A2

**SAP Number**

## Regional Parks Department

<b>Department Contract Representative</b>	Beahta R. Davis
<b>Telephone Number</b>	(909) 387-2340
<b>Contractor</b>	KTU&A Planning and Landscaping Architecture
<b>Contractor Representative</b>	Brooke Whalen
<b>Telephone Number</b>	(619) 294-4477
<b>Contract Term</b>	March 13, 2024 – June 30, 2026
<b>Original Contract Amount</b>	\$100,000
<b>Amendment Amount</b>	\$28,970
<b>Total Contract Amount</b>	\$128,970
<b>Cost Center</b>	6522312750
<b>Grant Number (if applicable)</b>	N/A

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, on March 12, 2024 (Item No. 42), the Board of Supervisors approved Contract No. 24-234 with KTU&A Planning and Landscape Architecture (Contractor) in the amount of \$100,000 for the Master Plan Update for Prado Regional Park for the term of March 13, 2024, through November 12, 2024; and,

**WHEREAS**, on May 20, 2025 (Item No. 82), the Parties agreed to retroactively amend Contract No. 24-234, effective November 13, 2024, to extend the contract term from November 12, 2024, to June 2, 2025; and,

**WHEREAS**, since the execution and amendment of Contract No. 24-234, the County desires additional work as described below;

**NOW, THEREFORE**, in consideration of the terms, covenants, promises, representations, and conditions contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by each of the Parties, the Parties, and each of them, hereby represent and agreement the Contract is hereby amended effective as of June 3, 2025 as follows:

1. The Recitals set forth above are true and correct and incorporated herein by this reference.
2. Delete Contract section D.1 and REPLACE it with a new section D.1 which shall read as follows:

This Contract is effective as of March 13, 2024, and expires June 30, 2026, but may be terminated earlier in accordance with provisions of this Contract.

3. Delete Contract section F.1 and REPLACE it with a new section F.1 which shall read as follows:

The maximum amount of payment under this Contract shall not exceed \$128,970. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all of Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

4. Amend Contract section F.2 to include a new subsection F.2.i which shall read as follows:

- i. Existing Conditions and Analysis Mapping (OCFD Lease Area), Concept Plans, and Master Plan Updates: \$28,970.00

5. Amend Contract Attachment A Scope of Work to include:

**Task 5:**

**Existing Conditions and Analysis Mapping (OCFD Lease Area)**

KTUA will review the existing lease agreement with OCFD to identify all opportunities and constraints associated with potential proposed programs based on the written agreement. After that, using GIS data collected from the County or digitized by KTUA, a series of maps of the existing conditions for the OCFD lease area will be provided. These maps will include:

- Landuse
- Geological Features
- Soil Features
- Landform
- Sensitive Species
- Hydrologic Conditions
- FEMA 100-Year Flood Zone
- Inundation Levels
- Slope Analysis
- Expansive Soils
- Erodible Soils
- Existing Landcover
- Existing Vegetation
- Existing Buildings
- Existing Utilities
- Easements and ROW
- Cultural Resources
- Existing Roads and Parking Lots
- Existing Park Entrances
- Analysis and Mapping. Once the existing conditions have been documented, KTUA will overlay this data to determine the opportunities and constraints of the site. Several maps will be generated using GIS and map overlays. These include:
  - Biological Sensitivity
  - Areas of Previous Improvements
  - Soil Suitability
  - Levels of Disturbance
  - Hydrologic Suitability
  - Proximity to Existing Improvements

Development Suitability. Once the analysis is complete, a final overlay in GIS will determine the best locations for development. These maps will include:

- Development Suitability Based on Natural Elements
- Development Suitability based on Man-made elements
- Opportunities and Constrains Summary

Work Products:

- Existing Conditions maps
- Analysis maps
- Development suitability maps

#### **Task 6:**

##### **Concept Plans.**

Using the files from the original project, KTUA will prepare updated base files and key concept sheets which will be used throughout the project.

KTUA will review the results of previous outreach efforts, the previously proposed program on the Prop 70 land, and the results of the OCFD opportunities and constraints maps to determine what program should be considered and possibly prioritized at both locations, Prop 70 and OCFD Lease. A board with example images and lists of programs will be prepared to help facilitate the conversation. With the County's input and direction, a program will be identified for each site to come up with draft concept plans. This includes one (1) meeting with the County and appropriate stakeholders to discuss the program.

With direction provided during the program effort, KTUA will prepare graphic plans denoting the various site conditions of the project site. Concept plans will be prepared and shall be based upon County's direction during the program meeting, existing conditions, existing site analysis within the master plan document, and any previous studies or plans. Presentation boards will be prepared in color. The plans will illustrate the composition of the site elements including all proposed amenities, access, walkways, roadways, sports fields, diagrammatic play areas, recreational amenities, and plant masses and trees. All color boards will be suitable and legible for presentation at public meetings, if required, and will be in PDF format.

KTUA will participate in a meeting with County staff as well as any relevant stakeholders, as required, to review the conceptual plans. It is assumed one (1) round of amendments to the plans will be required based on comments from the County. This scope will include normal plan check refinements to the plans.

With direction provided by the County, KTUA will update a total of two (2) graphic plans depicting the final conceptual plans. The plans will be prepared based upon the County's direction. The final plans will be prepared in color. The plans will illustrate the composition of the site and recreational amenities. These plans will be incorporated into the site wide master plan graphic as well as the master plan document.

Work Products:

- Program Boards
- Concept Plans- Draft (PDF only)
- Draft Concept Plan Revisions (1 total)
- Concept Plan- Final (PDF only)

#### **Task 7:**

##### **Master Plan Updates**

Utilizing the new site plans, KTUA will update the existing Master Plan graphics and text in InDesign to reflect the changes. A draft of the Master Plan updates will be prepared and provided to the County in a PDF format for review and comment. It is assumed updates will be made to Chapter 7- Recommendations only. KTUA will address all comments and make revisions in the final Master Plan. The final updated Master Plan will be provided to the County in a PDF format.

KTUA will develop a site-wide master plan graphic highlighting and referencing various enlargement plans within each study area similar to Figure 7-3 in the current master plan. Because of the size of the park, enlargement plans are necessary and will be reference in the

site-wide master plan graphic. The site-wide Master Plan will include the previous study areas and incorporate or reference any additional concept plans developed.

Work Products:

- Master Plan Updates- Draft (PDF only)
- Site-wide master Plan Graphic (PDF only)
- Draft Master Plan Revisions (1 total)
- Master Plan Updates- Final (PDF only)

**All other terms and conditions of Contract No. 24-234 remain in full force and effect.**

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

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**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

B  
y \_\_\_\_\_  
Deputy

KTU&A Planning and Landscape Architecture

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

B  
y ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Brooke Whalen

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title Title Principle  
\_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_  
3916 Normal Street

Address \_\_\_\_\_  
San Diego, CA. 92130

**FOR COUNTY USE ONLY**

Approved as to Legal Form ► _____ Suzanne Bryant, Deputy County Counsel Date _____	Reviewed for Contract Compliance ► _____ Valeda Fox, Staff Analyst II Date _____	Reviewed/Approved by Department ► _____ Beahta R. Davis, Director Date _____
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## **ATTACHMENT C**

### **Levine Act –**

## **Campaign Contribution Disclosure**

**(formerly referred to as Senate Bill 1439)**

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

### **DEFINITIONS**

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: KTU&A Planning and Landscape Architecture
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Chris Langdon
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
Chris Langdon, Brooke Whalen, Mark Carpenter, Joe Punslan
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	N/A
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A	N/A	N/A
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A
N/A	N/A

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes  If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No

Yes  If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_ N/A \_\_\_\_\_

Name of Contributor: \_\_\_\_\_ N/A \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_ N/A \_\_\_\_\_

Amount(s): \_\_\_\_\_ N/A \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.