

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE COUNTY OF SANTA CLARA
AND
RRM DESIGN GROUP
FOR
COMPREHENSIVE PLANNING CONSULTANT SERVICES**

This First Amendment is entered into by and between the County of Santa Clara, a political subdivision of the State of California ("County" or "Owner"), and **RRM Design Group** ("Consultant"), a California corporation with its principal place of business located at **3765 South Higuera Street, Suite 102, San Luis Obispo, CA 93401**, and amends the Professional Services Agreement ("PSA") entered into by and between the parties on October 19, 2021 for comprehensive planning consultant services. County and Consultant are each a "Party" and collectively "Parties" to this First Amendment.

RECITALS

WHEREAS, Owner and Consultant wish to amend Exhibit A, Consultant's Hourly Rates, and Exhibit B, Sub-consultant Hourly Rates in accordance with the terms of PSA Part 11.01, following an industry rates survey.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, **OWNER AND CONSULTANT** agree to the foregoing and as follows:

1. Consultant's Hourly Rates, as provided in Exhibit A, are amended as follows:

RRM DESIGN GROUP	Billable Hourly Rate
Principal	\$260.00
Manager of Landscape Architecture	\$245.00
Principal Landscape Architect	\$185.00
Senior Landscape Architect	\$158.00
Landscape Architect	\$145.00
Senior Designer	\$145.00
Designer	\$125.00
Associate Designer	\$104.00
Assistant Designer	\$93.00
Intern	\$60.00



2. Certain of Sub-Consultant's Hourly Rates, as provided in Exhibit B, are amended as follows:

FIRST CARBON SOLUTIONS (FCS)	Billable Hourly Rate
Senior Project Manager	\$175.00
Senior Biologist / Project Manager	\$197.00
Scientist II	\$164.00

Sub-Consultant's Hourly Rates, as provided in Exhibit B, are also amended to add the following services:

FIRST CARBON SOLUTIONS (FCS)	Billable Hourly Rate
Director	\$295.00
Sr. Archeologist	\$197.00
Staff Archeologist	\$145.00

3. **Compensation:** The Hourly Rates set forth in this First Amendment shall be applicable only to Project Agreements ("PAs") entered into after the effective date of this First Amendment. This First Amendment has no effect on the Hourly Rates for existing PAs, which shall be compensated at the Hourly Rates applicable when those PAs were executed. Nothing stated herein authorizes or approves an increase in the Maximum Compensation Limit and under no circumstances shall the total cumulative fees, costs and expenses billed to County by Consultant or its subconsultants exceed the MCL.

4. **Definitions:** Capitalized terms used in this First Amendment without definition shall have the same meaning ascribed to such terms in the PSA.

5. **Entire Agreement:** Except as modified by this First Amendment, all other terms, conditions, and stipulations of the PSA remain in full force and effect. The PSA and as amended by this First Amendment, constitutes the full and complete agreement and understanding by and between the Parties relative to the subject matter of the PSA and this First Amendment and shall supersede all prior communications, representations, and understandings or agreements, if any, whether oral or written, concerning the same subject matter and may not be modified or amended in whole or in part, except by a written instrument executed by all Parties hereto. Any prior or contemporaneous oral or written representations relating to the same subject matter is hereby revoked and extinguished by the amended PSA, as amended by this First Amendment.

6. **Counterparts - Electronic/Digital Signatures:** This First Amendment, may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed this First Amendment. Unless otherwise prohibited by law or County policy and provided all Parties have first executed the First Amendment, the Parties agree and intend that an electronic copy of a signed First Amendment, or an electronically signed First Amendment, has the same force and legal effect as if the First Amendment had been executed with an original ink signature. The term "electronic copy of a signed First Amendment" refers to a transmission of a copy of an original ink-signed First Amendment by facsimile, electronic mail (email), or other electronic or digital means in a portable document format. The term "electronically signed First Amendment" means a First Amendment that is fully executed by all Parties each applying an electronic signature. An "electronic signature" means an electronic or digital sound, symbol, or process attached to or logically associated with an electronic or digital record (e.g., DocuSign) and executed or adopted by

a person with the intent to sign the electronic record.” The Parties each represent, warrant, and agree that the signatures, whether an ink-signed original or electronically signed First Amendment, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement when so executed by all the Parties. The Parties further agree if a Party has evidenced its signature by forwarding an electronic copy of a signed First Amendment, it will confirm that signature by forwarding to the other Party within ten (10) days an ink-signed original of the applicable First Amendment but the failure to so forward an ink-signed original will not affect in any way the validity or enforceability of the applicable First Amendment.

7. **Submission of PSA/PA - Nonbinding Until Signed:** Each of the Parties agree, accept, and understand that a submission of this First Amendment for examination, review, editing or signature by either Party, in any form or by electronic or digital means, by email, facsimile or DocuSign, by verbal confirmation or discussion or by any other means of delivery, does not constitute a binding agreement or contract, nor does it constitute a meeting of the minds or a commitment to execute the First Amendment thereto, and this First Amendment thereto, shall only be legally binding and enforceable upon full execution by all Parties. The Parties acknowledge and agree that this First Amendment thereto, are nonbinding on either Party and neither Party may claim any legal rights against the other by reason of the existence of this First Amendment thereto, or by reason of actions taken in reliance upon this First Amendment thereto (including, but not limited to, any obligation to continue negotiations) unless and until this First Amendment thereto, are fully executed by all of the Parties.

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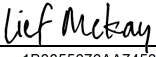
8. **Signing Warranty:** By signing below, each signatory for a Party warrants and represents that he/she executed this First Amendment, in his/her authorized capacity, that he/she has the authority to bind the entity or person for whom he/she signs to contractual obligations and that, by his/her signature, the entity or person on behalf of which he/she acted executed this First Amendment.

9. **Construction:** This First Amendment shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

IN WITNESS WHEREOF, Owner and Consultant have entered into this First Amendment effective as of the date it is fully executed by all Parties below ("Effective Date").

CONSULTANT: RRM Design Group

DocuSigned by:


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Lief McKay, Principal in Charge

7/18/2023

Date

OWNER: COUNTY OF SANTA CLARA, a political subdivision of the State of California

DocuSigned by:



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Don Rocha, Director, Parks & Recreation Department

7/19/2023

Date

APPROVED:

DocuSigned by:


74FCE0CB79FA478...
James R. Williams, County Executive Officer

7/19/2023

Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:


E652543B37504DC
Nick DeFiesta, Deputy County Counsel

7/18/2023