

91. Approve Second Amendment to Professional Services Agreement (PSA) with RRM Design Group relating to providing comprehensive planning consultant services, increasing the maximum contract amount by \$1,500,000 from \$1,500,000 to \$3,000,000, with no change to the term of the PSA, that has been reviewed and approved by County Counsel as to form and legality. (LA-1) (ID# 24-4772)

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

This Second 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 Second Amendment.

RECITALS

WHEREAS, the PSA was previously amended (“First Amendment”) on July 19, 2023, to update Consultant’s Hourly Rates, and Sub-consultant Hourly Rates in accordance with the terms of PSA Part 11.01, following an industry rates survey.

WHEREAS, Owner and Consultant wish to amend Section 2.02 Maximum Compensation Limit (MCL) in order to complete projects within the scope of this PSA, including projects that are under a project performance deadline for awarded grant funds and risk losing those funds absent this Second Amendment; and

WHEREAS, Owner wishes to include a new default term regarding compliance with California Government Code section 84308 (the “Levine Act”).

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. **Amendments.**

- a. PSA Section 2.02 (Maximum Compensation) is deleted in its entirety and replaced with the following:

2.02 Maximum Compensation Limit (MCL)

- A. The sum of this PSA shall not exceed THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00) “Maximum Compensation Limit.” If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant’s sole liability, cost, risk and expense. The MCL includes payment for all authorized Services, and any approved reimbursable expenses. Total payment by County will not exceed the MCL specified in this Agreement and Consultant is fully responsible for providing all Services and Deliverables required under a PA within the specified MCL.

Approved: 04/16/2024



B. Owner is not obligated to issue any Project Agreement (“PA”) and without the issuance of a PA by Owner and the completion of all work in accordance with said PA, no compensation is owed or owing to Consultant under this PSA. Each Project Agreement will specify its own maximum compensation limit which cannot and shall not exceed, together with the maximum compensation limits for all other PAs issued, the MCL specified in this PSA. If the amount of compensation authorized under any PA, in total with that of all other PAs issued, exceeds the MCL stated in this PSA, then Consultant shall be solely responsible and liable for such excess costs and expenses and Owner shall not reimburse Consultant for such amounts. Nothing stated herein or in any PA shall authorize or approve an increase in the MCL or in the compensation limit specified in any PA. Consultant is fully responsible for not exceeding these limits and solely assumes and accepts all liability, cost, and expense for exceeding these limits.

b. An additional subsection is added to PSA Section 13.13 (Conflict of Interest) as follows:

F. LEVINE ACT COMPLIANCE. Contractor will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in Contractor’s proposal responding to a County solicitation and/or identified in this Agreement (“Subcontractors”) comply, with California Government Code section 84308 (“Levine Act”) and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Board of Supervisors website at <http://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is to be considered or voted upon by the County’s Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

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

3. **Entire Agreement:** Except as modified by this Second Amendment, all other terms, conditions, and stipulations of the PSA remain in full force and effect. The PSA, as amended by this Second Amendment, constitutes the full and complete agreement and understanding by and between the Parties relative to the subject matter of the PSA and this Second 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 Second Amendment.

4. **Counterparts - Electronic/Digital Signatures:** This Second 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 Second Amendment. Unless otherwise prohibited by law or County policy and provided all Parties have first executed the Second Amendment, the Parties agree and intend that an electronic copy of a signed Second Amendment, or an electronically signed Second Amendment, has the same force and legal effect as if the Second Amendment had been executed with an original ink signature. The term "electronic copy of a signed Second Amendment" refers to a transmission of a copy of an original ink-signed Second Amendment by facsimile, electronic mail (email), or other electronic or digital means in a portable document format. The term "electronically signed Second Amendment" means a Second 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 Second 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 Second Amendment, it will confirm that signature by forwarding to the other Party within ten (10) days an ink-signed original of the applicable Second Amendment but the failure to so forward an ink-signed original will not affect in any way the validity or enforceability of the applicable Second Amendment.

5. **Submission of PSA/PA - Nonbinding Until Signed:** Each of the Parties agree, accept, and understand that a submission of this Second 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 Second Amendment thereto, and this Second Amendment thereto, shall only be legally binding and enforceable upon full execution by all Parties. The Parties acknowledge and agree that this Second 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 Second Amendment thereto, or by reason of actions taken in reliance upon this Second Amendment thereto (including, but not limited to, any obligation to continue negotiations) unless and until this Second Amendment thereto, are fully executed by all of the Parties.

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6. **Signing Warranty:** By signing below, each signatory for a Party warrants and represents that he/she executed this Second 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 Second Amendment.

7. **Construction:** This Second 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 Second Amendment effective as of the date it is fully executed by all Parties below ("Effective Date").

CONSULTANT: RRM Design Group

DocuSigned by:
Lief I. McKay
JB3833070AA7433...
Lief McKay, Principal in Charge

3/15/2024
Date

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

Susan Ellenberg
Susan Ellenberg, President
Board of Supervisors

APR 16 2024
Date

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

Curtis Boone
Curtis Boone
Acting Clerk of the Board of Supervisors

APR 16 2024
Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Nickolas DeFiesta
E052543837504DC...
Nick DeFiesta, Deputy County Counsel



**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

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").

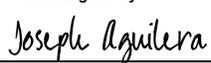
CONSULTANT: RRM Design Group

DocuSigned by:

1B2965676AA7463
Lief McKay, Principal in Charge

7/18/2023
Date

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

DocuSigned by:

EAE368E09C16441...
Don Rocha, Director, Parks & Recreation Department

7/19/2023
Date

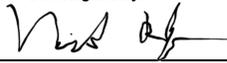
APPROVED:

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





**Levine Act Contractor Form:
Identification of Subcontractors and Agents**

Completed form submitted to the County of Santa Clara is a public record.

<i>This Section to be completed by County Staff after Form is completed by Contractor:</i>	
Date of Board of Supervisors Meeting When Agreement/Amendment Will Be Considered:	4/16/2024
Legislative File No.:	24-4772

Instructions to Contractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara (“Agreement”) that will be submitted to the County of Santa Clara Board of Supervisors for consideration, any party entering into the Agreement with the County (“Contractor”) must:

- 1) Fill out Sections A, B, C, and D of this form.
 - a. For Section B, list any subcontractors identified in Contractor’s solicitation/grant proposal and/or in Contractor’s Agreement with the County (“Subcontractor”).
- 2) Provide a separate Levine Act Subcontractor Form: Identification of Agents to each Subcontractor, if any, listed in Section B, and collect a completed form from each Subcontractor.
- 3) Provide this form and each completed Levine Act Subcontractor Form: Identification of Agents to the designated County of Santa Clara contract manager for this Agreement.

NOTE: This form is for the identification of Contractor’s Subcontractors and agents only. If a Contractor, Subcontractor, or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures online at <https://www.sccgov.org/levineact>.

SECTION A – CONTRACTOR AND AGREEMENT INFORMATION

Contractor Legal Name (include d/b/a if applicable):	RRM Design Group
Title or Short Description of Agreement:	Comprehensive Planning Consultant Services

SECTION B – SUBCONTRACTORS FOR THIS AGREEMENT

Provide list of Contractor’s Subcontractors for this Agreement:

	Name of Subcontractor(s):
1.	First Carbon Solutions
2.	Precision Estimating
3.	W-Trans
4.	Cal Accessibility

If there are more than four Subcontractors, please submit a supplemental form. If attaching a supplemental form, check this box:

If no Subcontractors, check this box:

(Continue to page 2)



**Levine Act Contractor Form:
Identification of Subcontractors and Agents**

Completed form submitted to the County of Santa Clara is a public record.

SECTION C – CONTRACTOR’S AGENTS

Provide list of Contractor’s Agents (as that term is defined under [Government Code section 84308](#) and [California Code of Regulations section 18438.3¹](#)) for this Agreement:

	Name of Agent(s):	Name of Agent’s Firm (if applicable):
1.		
2.		
3.		
4.		
5.		
6.		

If no Agents, check this box:

SECTION D – CONTRACTOR SIGNATURE

The undersigned declares that they are a representative of Contractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Lief McKay

Managing Partner

Printed Name

Title



February 27, 2024

Contractor’s Authorized Representative Signature

Date

¹ California Code of Regulations section 18438.3 states:

- (a) A person is the ‘agent’ of a party to, or a participant in, a pending proceeding involving a license, permit or other entitlement for use only if the person represents that party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.
- (b) If an individual acting as an agent is also acting as an employee or member of a law, architectural, engineering or consulting firm, or a similar entity or corporation, both the entity or corporation and the individual are “agents.”
- (c) “Communication with the governmental agency for the purpose of influencing the proceeding” does not include:
 - (1) Drawings or submissions of an architectural, engineering, or similar nature prepared by a person for a client to submit in a proceeding before the agency if:
 - (A) The work is performed pursuant to the person's profession; and
 - (B) The person does not make any contact with the agency other than contact with agency staff concerning the process or evaluation of the documents prepared by the official; or
 - (2) Purely technical data or analysis provided to an agency by a person who does not otherwise engage in direct communication for the purpose of influencing the proceeding.



Levine Act Subcontractor Form:

Identification of Agents

Completed form submitted to the County of Santa Clara is a public record.

This Section to be completed by County Staff after Form is completed by Subcontractor:

Date of Board of Supervisors Meeting When Agreement/Amendment Will Be Considered:	4/16/2024
Legislative File No.:	24-4772

Instructions to Subcontractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara (“Agreement”) that will be submitted to the County of Santa Clara Board of Supervisors for consideration, this form must be separately filled out by any subcontractor identified in the solicitation/grant/sponsorship proposal or in the Agreement with the County (“Subcontractor”). Upon completion, return this form to the Agreement contractor or grant/sponsorship recipient (“Contractor”) for submission to the County.

NOTE: This form is for the identification of Subcontractor’s agents only. If a Subcontractor or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures at <https://www.sccgov.org/levineact>.

Subcontractor Legal Name (include d/b/a if applicable): FCS International, Inc., dba FirstCarbon Solutions

Title or Short Description of Agreement: Comprehensive Planning Consultant Services

Provide list of Subcontractor’s Agents (as that term is defined under [Government Code section 84308](#) and [California Code of Regulations section 18438.3¹](#)) for this Agreement:

	Name of Agent(s):
1.	
2.	
3.	
4.	

If there are more than four Agents, please submit a supplemental form. If attaching a supplemental form, check this box:

If no Agents, check this box:

The undersigned declares that they are a representative of Subcontractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Lief McKay

Printed Name

Managing Partner

Title

Mary Bean

Subcontractor’s Authorized Representative Signature

February 27, 2024

Date



Levine Act Subcontractor Form:

Identification of Agents

Completed form submitted to the County of Santa Clara is a public record.

<i>This Section to be completed by County Staff after Form is completed by Subcontractor:</i>	
Date of Board of Supervisors Meeting When Agreement/Amendment Will Be Considered:	4/16/2024
Legislative File No.:	24-4772

Instructions to Subcontractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara (“Agreement”) that will be submitted to the County of Santa Clara Board of Supervisors for consideration, this form must be separately filled out by any subcontractor identified in the solicitation/grant/sponsorship proposal or in the Agreement with the County (“Subcontractor”). Upon completion, return this form to the Agreement contractor or grant/sponsorship recipient (“Contractor”) for submission to the County.

NOTE: This form is for the identification of Subcontractor’s agents only. If a Subcontractor or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures at <https://www.sccgov.org/levineact>.

Subcontractor Legal Name (include d/b/a if applicable): **Gustav Keoni, DBA Precision Estimating Services**

Title or Short Description of Agreement: **Comprehensive Planning Consultant Services**

Provide list of Subcontractor’s Agents (as that term is defined under [Government Code section 84308](#) and [California Code of Regulations section 18438.3¹](#)) for this Agreement:

	Name of Agent(s):
1.	Jared Malapit
2.	Gustav Keonia, DBA Precision Estimating Services
3.	
4.	

If there are more than four Agents, please submit a supplemental form. If attaching a supplemental form, check this box:

If no Agents, check this box:

The undersigned declares that they are a representative of Subcontractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Jared Malapit
Printed Name

Principal
Title

Subcontractor’s Authorized Representative Signature

02/27/2024
Date



Levine Act Subcontractor Form:
Identification of Agents

Completed form submitted to the County of Santa Clara is a public record.

<i>This Section to be completed by County Staff after Form is completed by Subcontractor:</i>	
Date of Board of Supervisors Meeting When Agreement/Amendment Will Be Considered:	4/16/2024
Legislative File No.:	24-4772

Instructions to Subcontractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara (“Agreement”) that will be submitted to the County of Santa Clara Board of Supervisors for consideration, this form must be separately filled out by any subcontractor identified in the solicitation/grant/sponsorship proposal or in the Agreement with the County (“Subcontractor”). Upon completion, return this form to the Agreement contractor or grant/sponsorship recipient (“Contractor”) for submission to the County.

NOTE: This form is for the identification of Subcontractor’s agents only. If a Subcontractor or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures at <https://www.sccgov.org/levineact>.

Subcontractor Legal Name
(include d/b/a if applicable): Whitlock & Weinberger Transportation, Inc. (dba W-Trans)

Title or Short Description of Agreement: Comprehensive Planning Consultant Services

Provide list of Subcontractor’s Agents (as that term is defined under [Government Code section 84308](#) and [California Code of Regulations section 18438.3¹](#)) for this Agreement:

	Name of Agent(s):
1.	
2.	
3.	
4.	

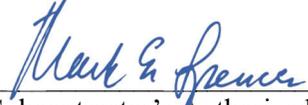
If there are more than four Agents, please submit a supplemental form. If attaching a supplemental form, check this box:

If no Agents, check this box:

The undersigned declares that they are a representative of Subcontractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Mark E. Spencer
Printed Name

President and Senior Principal
Title


Subcontractor’s Authorized Representative Signature

February 27, 2024
Date



**Levine Act Subcontractor Form:
Identification of Agents**

Completed form submitted to the County of Santa Clara is a public record.

<i>This Section to be completed by County Staff after Form is completed by Subcontractor:</i>	
Date of Board of Supervisors Meeting When Agreement/Amendment Will Be Considered:	4/16/2024
Legislative File No.:	24-4772

Instructions to Subcontractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara ("Agreement") that will be submitted to the County of Santa Clara Board of Supervisors for consideration, this form must be separately filled out by any subcontractor identified in the solicitation/grant/sponsorship proposal or in the Agreement with the County ("Subcontractor"). Upon completion, return this form to the Agreement contractor or grant/sponsorship recipient ("Contractor") for submission to the County.

NOTE: This form is for the identification of Subcontractor's agents only. If a Subcontractor or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures at <https://www.sccgov.org/levineact>.

Subcontractor Legal Name (include d/b/a if applicable): **CASP INC. DBA CAL ACCESSIBILITY**

Title or Short Description of Agreement: **Comprehensive Planning Consultant Services**

Provide list of Subcontractor's Agents (as that term is defined under [Government Code section 84308](#) and [California Code of Regulations section 18438.3¹](#)) for this Agreement:

	Name of Agent(s):
1.	Bassam Altwal
2.	
3.	
4.	

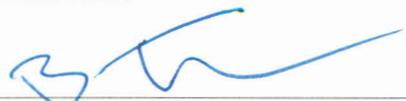
If there are more than four Agents, please submit a supplemental form. If attaching a supplemental form, check this box:

If no Agents, check this box:

The undersigned declares that they are a representative of Subcontractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Bassam Altwal
Printed Name

Principal
Title


Subcontractor's Authorized Representative Signature

3/5/2024
Date



24-4772

DATE: April 16, 2024

TO: Board of Supervisors

FROM: Don Rocha, Director, Parks and Recreation Department

SUBJECT: Second Amendment to Professional Services Agreement with RRM Design Group

RECOMMENDED ACTION

Approve Second Amendment to Professional Services Agreement (PSA) with RRM Design Group relating to providing comprehensive planning consultant services, increasing the maximum contract amount by \$1,500,000 from \$1,500,000 to \$3,000,000, with no change to the term of the PSA, that has been reviewed and approved by County Counsel as to form and legality. (LA-1)

FISCAL IMPLICATIONS

There is no impact to the County General Fund as a result of the recommended action.

All Project Agreements authorized under this PSA are funded by the Parks Charter Fund. While the Parks and Recreation Department has sufficient funds to complete all projects under this PSA, the ability to take advantage of grant funding for one of the projects is dependent on this increase to the maximum contract limit.

CONTRACT HISTORY

On October 19, 2021 (Item No. 66), the Board of Supervisors approved a PSA with RRM Design Group related to Comprehensive Planning Consultant Services for various Planning Services in an amount not to exceed \$1,500,000, for period October 19, 2021, through October 18, 2026.

On July 19, 2023, a First Amendment was administratively executed to amend the Consultant and Sub-consultant Hourly Rates in accordance with the terms of PSA Part 11.01, following an industry rates survey.

REASONS FOR RECOMMENDATION AND BACKGROUND

RRM Design Group provides various design and planning services for several high-priority projects. These projects include the Joseph D. Grant County Park Master Plan Update, the Mount Madonna County Park Master Plan Implementation, and the Martial Cottle Park Cottle and Lester Historic Ranch (CLHR) Site Plan Implementation.

Approved: 04/16/2024

The PSA with RRM Design Group is nearing capacity and increasing the maximum contract limit will ensure continuity to meet project deadlines, particularly for the Martial Cottle Park CLHR Site Plan Implementation Phase I project that is grant-funded and has a project performance deadline of December 2025. This project is currently in the design phase and the current PSA contract limit provides funding of services for the completion of only 60% of design plans. This increase would allow RRM Design Group to complete the design plans for Phase I and provide needed support during the bidding process and construction. The project is anticipated to be put out to bid in Summer 2024 and completed by the end of 2025. Any change to this timeline may result in the project not being completed by the grant project performance deadline.

CHILD IMPACT

The recommended action will have a positive impact on the **Healthy Lifestyles** indicator for children and youth as projects supported by this PSA will allow for the planning and implementation of future recreational amenities.

SENIOR IMPACT

The recommended action will have a positive impact on seniors and older adults as projects supported by this PSA will allow for the planning and implementation of future recreational amenities.

SUSTAINABILITY IMPLICATIONS

The recommended action will have a positive impact on sustainability projects supported by this PSA will allow for the planning and implementation of future recreational amenities, providing community access to parks and promoting public health and recreation.

CONSEQUENCES OF NEGATIVE ACTION

Failure to take the recommended action may result in the delay of design/planning projects and potentially jeopardize grant funds for at least one of the projects supported by this PSA.

STEPS FOLLOWING APPROVAL

Notify Jennifer Nuñez, Parks and Recreation Department.

ATTACHMENTS:

- Attachment A – RRM Second Amendment
- Attachment B – RRM First Amendment Executed Jul 2023
- Attachment C – Levine Act Forms