

**AMENDMENT TO AGREEMENT  
WITH HARRIS DESIGN, INC. FOR THE  
HUDDART/WUNDERLICH PARKS MASTER PLAN**

**THIS AMENDMENT TO THE AGREEMENT**, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **COUNTY OF SAN MATEO**, hereinafter called "County", and **HARRIS DESIGN INC.**, hereinafter called "Contractor";

**WITNESSETH:**

**WHEREAS**, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

**WHEREAS**, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services for the Environmental Services Agency Parks and Recreation Division; and

**WHEREAS**, the parties entered into an Agreement which was effective on April 12, 2004;

**WHEREAS**, on March 1, 2005 the parties amended the Agreement to add \$13,845 for a not-to-exceed contract amount of \$113,685 and extended the agreement term from May 20, 2005 to September 30, 2005;

**WHEREAS**, the parties wish to amend the Agreement to add \$5,000 for a not-to-exceed contract amount of \$118,685 and extend the agreement term from September 30, 2005 to June 30, 2006.

**NOW THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. **Section 2 – Contract Term is amended to read as follows:**  
The term of this Agreement shall be from April 12, 2004 to June 30, 2006 unless terminated earlier by the County.
  
2. **Section 3 – Payments is amended to read as follows:**  
In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor in the manner specified herein and in Exhibit "A." In the event that the County makes any advance payments, Contractor agrees to refund any amount in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under the Agreement exceed **ONE HUNDRED EIGHTEEN THOUSAND SIX HUNDRED EIGHTY FIVE DOLLARS** (\$118,685) for the contract term.

3. **Exhibit "A," Section I, is amended to add paragraph 5. to read as follows:**

5. Prepare summary power point presentation and present a revised Draft Master Plan for a second Parks and Recreation Commission meeting, including maps, amended Draft Master Plan, and public meetings.

6. All other terms and conditions of the agreement dated April 12, 2004 shall remain in full force and effect.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the President of the Board of Supervisors be, and is hereby authorized and directed to execute said agreement in the amount of \$118,685 on and in behalf of San Mateo County and the Clerk of the Board shall attest to the President's signature thereto.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

Harris Design Inc.

\_\_\_\_\_  
Name, Title – Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date