

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ROBERT SHAW & ASSOCIATES**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Robert Shaw & Associates, hereinafter called "Contractor";

W I T N E S S E T H:

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 thereof;

WHEREAS, the parties entered into an Agreement for Environmental Review services on August 4, 2009, assigned Agreement number 79000-10-C084 ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement to increase the total obligation by \$240,000 for a new total obligation of \$315,000, to extend the term to June 30, 2012, and to expand the Program/Project Description and Specific Requirements.

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

1. Section 3- Payment, is amended, replacing the last sentence of the Section to read as follows: "In no event shall the County's total fiscal obligation under this Agreement exceed Three Hundred and Fifteen thousand Dollars, (\$315,000.00)."
2. Section 4- Term and Termination, is amended, replacing the first sentence of the Section to read as follows: "Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2009 to June 30, 2012, unless otherwise modified in Exhibit A."
3. Exhibit A to the agreement is amended to add number 11 as follows:

"11. Programmatic Agreement: Contractor is to update the current County Programmatic Agreement (PA) with the California State Historic Preservation Office ("SHPO") and the Advisory Council on Historic Preservation in order to expedite the NEPA review process. The County has applied for funding under HUD's Neighborhood Stabilization Program (NSP-2). If NSP-2 funding is awarded to the County, contractor will provide ERR's on these acquisition and rehabilitation projects as requested by the County at a rate not to exceed \$1,500 per project. If contractor feels ERR will exceed the \$1,500 level, Contractor will provide quote to County on estimated amount of ERR."

4. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Robert Shaw & Associates

Contractor's Signature

Date: _____