

**AMENDMENT NO. 2 TO AGREEMENT NO. 3800021R078160  
BETWEEN THE COUNTY OF SAN MATEO AND  
HARRIS MILLER MILLER & HANSON**

THIS AMENDMENT TO THE AGREEMENT, entered into this 23rd day of April 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Harris Miller Miller & Hanson, 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 the purpose of providing aviation technical support services on May 4, 2021, for an amount not-to-exceed \$270,000 for the term of July 1, 2021 through June 30, 2024; and

WHEREAS, the parties amended the Agreement on January 25, 2022 to provide Roundtable coordinator services, and to add additional funds of \$40,000, for a new not-to-exceed amount of \$310,000, with no change to the term; and

WHEREAS, the parties with to amend the Agreement to add additional funds of \$54,561, for a new not-to-exceed amount of \$364,561, and to extend the term to June 30, 2025.

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

1. Section 3, Payments, of the Agreement is amended to read as follows:

In consideration of the services to be provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit A. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed three hundred sixty-four thousand, five hundred sixty-one dollars (\$364,561). For the period of July 1, 2021 through June 30, 2022 the maximum amount that may be expended under this Agreement shall not exceed one hundred and thirty thousand dollars (\$130,000). In each one-year period beginning July 2, 2022, the maximum amount that may be expended during each such

one-year period shall not exceed ninety thousand dollars (\$90,000) without written approval from the Roundtable Coordinator.

2. Section 4, Term, of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2025.

3. Exhibit B of the Agreement is replaced with Exhibit B (rev. April 23, 2024).
4. **All other terms and conditions of the agreement dated May 4, 2021, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor: HARRIS MILLER MILLER & HANSON**

  
Contractor Signature

March 18, 2024  
Date

Diana Wasiuk, President/CEO  
Contractor Name (please print)

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**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit B (rev. April 23, 2024)**

In consideration of the services provided by the Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

County will pay Contractor within thirty (30) calendar days of receipt of a monthly invoice from Contractor itemizing the work done and using the billing rates indicated in this Exhibit B. Invoices shall be submitted electronically to [planning\\_fiscal@smcgov.org](mailto:planning_fiscal@smcgov.org) and the roundtable coordinator, and must, at minimum: (1) identify this Agreement's Number; (2) describe the work/deliverable and roundtable project name completed, identifying for each task performed the staff member who performed the task, their applicable billing rate, and the time spent on each task; (3) this Agreement's not-to-exceed amount of \$364,561 and the amount remaining unspent. In the event that County staff determines that the invoice is inadequate or fails to provide enough information for County staff to assess Contractor's compliance with the terms and timing of services under this Agreement, the County will return the invoice to Contractor with an explanation and request for missing information. The County shall not be obligated to pay Contractor until Contractor submits a corrected invoice, demonstrating satisfactory compliance with the terms of this Agreement.

In no case shall the total amount payable under this Agreement for the work indicated in attached Exhibit A exceed \$90,000 annually (annually to be defined as between July 1 and June 30 of the subject Agreement year), except for the 2021-2022 year, during which the 2021-2022 annual cost shall not exceed \$130,000, or a total of \$364,561 during the term of this Agreement, without prior written consent of County.

Contractor will provide services on a time and materials basis. The following hourly billable rates will apply for the duration of this Agreement.

<b>Labor Category</b>	<b>Hourly Rates</b>
Executive Consultant	\$309.75
Supervisory Consultant	\$294.00
Principal Consultant I	\$288.75
Principal Consultant II	\$220.50
Senior Consultant I	\$173.25
Senior Consultant II	\$168.00
Senior Consultant III	\$152.25
Consultant I	\$136.50
Consultant II	\$131.25
Consultant III	\$120.75
Sr. Project Support	\$199.50
Project Support I	\$141.75
Project Support II	\$105.00
Programmer/Software Support	\$199.50

The services described in Exhibit A may require at least one staff member to travel to the Roundtable meetings or other meetings that are requested by the Director of Planning and Building or designee. All travel expenses will be subject to prior written approval of the Director of Planning and Building or designee. Travel will be billed on a time and materials basis. Prior to travel and as early as possible, Contractor will submit a travel cost estimate to the Director of Planning and Building or designee for approval/authorization.

Reimbursements for lodging, meals and incidental expenses will be based on the current GSA rates for the location of the work being done. Airline and car rental travel expenses will be limited to reasonable rates obtained through cost-competitive travel services. Other expenses such as taxi fares, parking costs, train or subway costs will be reimbursed on an actual cost basis. Itemized receipts must be provided for all expenses.