

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ENVIRONMENTAL SCIENCE ASSOCIATES**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Environmental Science Associates, 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 thereof; and

WHEREAS, the parties entered into an Agreement for the provision of administrative and technical support services for the San Francisco International Airport/Community Roundtable on July 17, 2009; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount payable thereunder by \$60,000, from \$60,000 to \$120,000, and to extend the term from July 16, 2010 to July 15, 2011.

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

1. Paragraph 2 of the Agreement, Contract Term, is amended in its entirety to read as follows:

The term of this Agreement shall be from July 17, 2009 to July 15, 2011 unless terminated earlier by the County.

2. Paragraph 3 of the Agreement, Payments, is amended in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A," and "B," County shall make payment to Contractor as specified in Exhibit "A." In the event that the County makes any advance payments, Contractor agrees to refund any amounts 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 the County's total fiscal obligation under this Agreement exceed One Hundred Twenty Thousand Dollars (\$120,000).

3. All other terms and conditions of the Agreement dated July 17, 2009 between the County and Contractor 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

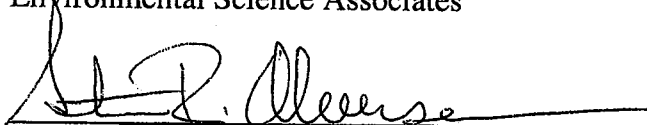
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Environmental Science Associates


Contractor's Signature

Date: 6-10-10