

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MATEO LODGE, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Mateo Lodge, Inc. 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, on June 8, 2010, the parties hereto under Resolution 070819 entered into an Agreement (the "Original Agreement") for the provision residential and mental health treatment services for the period July 1, 2010 through June 30, 2011, for a maximum obligation of \$1,843,469; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Original Agreement for the first time to add a Linden Street Fire fund increasing the maximum obligation by \$30,000 for a maximum obligation of \$1,873,469, with no change to the Agreement term;

NOW, THEREFORE, the Original Agreement is hereby amended as follows:

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B1. 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 MILLION EIGHT HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED SIXTY-NINE DOLLARS (\$1,873,469).

2. Exhibit A is hereby deleted and replaced with the Exhibit A1 attached hereto.
3. Exhibit B is hereby deleted and replaced with the Exhibit B1 attached hereto.

4. Exhibit C is hereby deleted and replaced with the Exhibit C1 attached hereto.
5. All other terms and conditions of the Original Agreement 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

MATEO LODGE, INC.

Contractor's Signature

Date: _____