

**AMENDMENT NO. 1 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CITY OF SAN MATEO**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the City of San Mateo, 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 juvenile diversion case management services on November 1, 2016 for the term July 1, 2015 through June 30, 2017 in an amount not to exceed \$150,000; and

WHEREAS, the parties wish to amend the Agreement to extend the term by one year through June 30, 2018 and increase the amount by \$95,000 to a new amount not to exceed \$245,000.

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

1. Section 3 of the agreement is amended to read as follows:

Payments: In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in his Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County serves 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 TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$245,000). In the event that the County makes and advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

2. Section 4 of the agreement is amended to read as follows:

Term: Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2018.

3. Original Exhibit B is replaced with Revised Exhibit B, (rev. July 7, 2017).

## Exhibit B

In consideration of the services provided by 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 reimburse the San Mateo Police Department the exact amount that the San Mateo Police Department paid the YMCA for case management services for the Juvenile Diversion Program as included in the Memorandum of Understanding between the San Mateo Police Department and the YMCA.

In no event shall the County's obligation under this agreement exceed \$245,000.

- 4. All other terms and conditions of the agreement dated November 1, 2016, 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: CITY OF SAN MATEO

  
Contractor Signature

824-17  
Date

Susan E. Manheimer, Chief of Police  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board