# FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND VOTC, INC. dba VISIONS OF THE CROSS FOR SOBER LIVING, PARENT UNIVERSITY AND OTHER THERAPEUTIC MODALITIES

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and VOTC Inc., dba Visions of the Cross, Inc., a California corporation, etc., ("Contractor").

#### RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on July 1, 2015 to provide Sober Living, Parent University, and other therapeutic modalities ("Agreement"); and

WHEREAS, County and Contractor desire to amend the Agreement to adjust the maximum amount payable for Clients referred by County's Probation Department and increase the maximum compensation payable to Contractor by \$150,000;

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraphs B and D of Section 4. Compensation of the Agreement are amended as of the effective date of this First Amendment to read as follows:

## Section 4. <u>RESPONSIBILITIES OF CONTRACTOR</u>

- B. In no event shall the maximum amount payable under this agreement for Clients referred by County's Probation Department exceed \$75,000, per fiscal year, during the term of the agreement.
- D. County shall pay to Contractor a maximum of \$549,000 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$549,000.

#### II. REAFFIRMATION

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

#### III. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

1

# IV. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of July 1, 2016.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

### **COUNTY OF SHASTA**

| Date:  |  |
|--|--|
|  | Pam Giacomini, Chairman                  |
|  | Board of Supervisors<br>County of Shasta |
|  | State of California                      |
| ATTEST:  |  |
| LAWRENCE G. LEES<br>Clerk of the Board of Supervisors        |  |
| By: Deputy   |  |
| Approved as to form:   |  |
| RUBIN E. CRUSE, JR<br>County Counsel                         |  |
| By: David M Vorton, Jr. Date<br>Senior Deputy County Counsel |  |
|  | CONTRACTOR                               |
| Date:  | STEVE/LUCARELLI<br>Executive Director    |

Tax I.D.#: On File