

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
Monterey County Children and Families
Commission dba First 5 Monterey
County**

THIS AMENDMENT No. 1, is made to the Agreement for the provision of services by **Monterey County Children and Families Commission dba First 5 Monterey County** for maintaining general operations for the Bright Beginnings Initiative, enhancing its strategy-aligned projects, and connecting projects to indicators of success per the described backbone activities, between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as “County”) and **Monterey County Children and Families Commission dba First 5 Monterey County** (hereinafter referred to as CONTRACTOR).

WHEREAS, on July 1, 2022, the County and CONTRACTOR entered into an Agreement in the amount of \$300,000.00 for the term July 1, 2022, through June 30, 2023, for the provision of enhancing its strategy-aligned projects, and connecting projects to indicators of success per the described backbone activities; and

WHEREAS, the County and CONTRACTOR wish to amend the Agreement on the same or similar terms, to extend the term for an additional one (1) year period through June 30, 2024, to allow services to continue with no change to the Scope of Services and to increase funds by \$300,000 for a new AGREEMENT amount not to exceed \$600,000.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. **Section 2.0 PAYMENT PROVISIONS**, is hereby amended and restated to read in its entirety as follows:

“County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$600,000.**”
2. **Section 3.0 TERM OF AGREEMENT**, Section 3.01, shall be amended to and restated to read in its entirety as follows:

“The term of this Agreement is from **July 1, 2022, to June 30, 2024**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**”

3. **EXHIBIT A- Scope of Services** EXHIBIT A is deleted and replaced in its entirety and attached as EXHIBIT A-1. All references to the Agreement to EXHIBIT A shall be constructed to refer to EXHIBIT A-1.
4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall remain in full force and effect as set forth in the Agreement.
5. A copy of the Amendment No.1 shall be attached to the original Agreement executed on by the County on July 1, 2022.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, County and Monterey County Children and Families Commission dba First 5 Monterey County have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Elsa M. Jimenez, Director of Health

Date: _____

Approved as to Form

By: _____
County Counsel

Date: 7/27/2023 | 2:54 PM PDT

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 7/27/2023 | 3:49 PM PDT

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

DocuSigned by: **CONTRACTOR**
By: _____
Signature of Chair, President, or Vice President

Francine Rodd, Executive Director
Name and Title

Date: 7/20/2023 | 5:07 PM PDT

DocuSigned by:
By: _____
Signature of Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer

Kerstine Curtis, Controller
Name and Title

Date: 7/18/2023 | 7:29 AM PDT

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.