

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND MONTEREY COUNTY CHILDREN AND FAMILIES COMMISSION dba FIRST 5 MONTEREY COUNTY

This Addendum No. 1 amends and modifies the County of Monterey Standard Agreement (hereinafter "Agreement") by and between the County of Monterey, on behalf of the Health Department, Public Health Bureau (hereinafter "COUNTY") and Monterey County Children and Families Commission dba First 5 Monterey County (hereinafter "CONTRACTOR").

This Addendum No. 1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 8.0 of the Agreement, INDEMNIFICATION, shall be amended by deleting in its entirety and restating.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of the CONTRACTOR's officers, employees, agents and subcontractors.

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Restated as follows:

“8.0 **Mutual Indemnification:**

County hereby agrees to indemnify, defend, and save harmless CONTRACTOR and its officers, agents, and employees to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by County of County’s officers, agents and employees arising from its negligent acts, errors, and omissions in the performance of this agreement.

CONTRACTOR hereby agrees to indemnify, defend, and save harmless County and it’s officers, agents, and employees to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever occurring and resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by CONTRACTOR OR CONTRACTOR’S officers, agents employees arising from its negligent acts, errors, and omission in the performance of this agreement.”

5. Section 10.5 of the Agreement, **Royalties and Inventions**, shall be deleted its entirety.

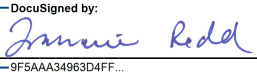
10.5 **Royalties and Inventions:** County shall have a royalty free exclusive and irrevocable license to reproduce publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall no publish any such material without the prior written approval of County.

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IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Monterey County Children and Families Commission dba First 5 Monterey County.


Approved:

By: 
DocuSigned by: 9F5AAA34963D4FF...

Francine Rodd, Executive Director
Name and Title

Date: 10/6/2022 | 9:24 AM PDT

Approved:

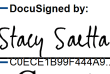
By: 
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Kerstine Curtis, Controller
Name and Title

Date: 10/5/2022 | 10:27 AM PDT

COUNTY OF MONTEREY

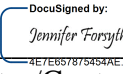
Approved as to Form:

By: 
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Deputy County Counsel

Date: 10/10/2022 | 10:24 AM PDT

Approved:

By: 
DocuSigned by: 4E7E657875454AE...

Auditor/Controller

Date: 10/10/2022 | 2:27 PM PDT

Approved:

By: _____
Director of Health