

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND
FIRST 5 MONTEREY COUNTY

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “County”) and **First 5 Monterey County**. (hereinafter “CONTRACTOR”). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 15.17 of the Agreement, 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, INDEMNIFICATION**, Section 8.0 is hereby deleted in its entirety and replaced with the following:

8.0 **Mutual Indemnification:**

8.01 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, Royalties, and Inventions**. Section 10.5 is hereby deleted in its entirety.

CBN Innovation 2.0/F5MC
\$190,000.00

Term: January 1, 2024 to June 30, 2028

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

CONTRACTOR - First 5 Monterey County.

Approved:

DocuSigned by:
By: Kerstine Curtis
7E2E5B7CEE1E463...

Kerstine Curtis, Controller
Name and Title

Date: 4/15/2024 | 12:36 PM PDT

Approved:

DocuSigned by:
By: Francine Rodd
9F5AAA34963D4FF...

Francine Rodd, Executive Director
Name and Title

Date: 4/15/2024 | 12:49 PM PDT

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:
By: Melaine Pantale
65EE9F1502BD412...

Deputy County Counsel

Date: 4/16/2024 | 2:32 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...

Auditor/Controller

Date: 4/17/2024 | 7:24 AM PDT

Approved:

By: _____
Director of Health Services

Date: _____