

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CHANGING TIDES FAMILY SERVICES
FOR FISCAL YEARS 2019-2020 THROUGH 2020-2021**

This First Amendment to the Professional Services Agreement dated June 25, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Changing Tides Family Services, a California nonprofit corporation, hereinafter referred to as "CONTRACTOR," is entered into this 29 day of September, 2020.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Child Welfare Services, desired to retain a qualified professional organization to provide professional support services that are designed to assist eligible families with finding a child care provider, securing subsidized placement if eligible, completing child care program applications and developing a plan for long-term child care appropriate to the child's age and needs; and

WHEREAS, on June 25, 2019, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such professional support services; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to modify the compensation and execution requirements set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be capped by the maximum State General Fund allocation per category of service for each fiscal year covered by this Agreement. The funds appropriated shall be allocated annually and are subject to appropriation in the annual California Budget Act. The categories of service are as follows: Emergency Child Care Vouchers; Emergency Child Care Navigator; and Trauma-Informed Care Training. In no event shall the maximum amount paid under this Agreement exceed the maximum compensation cap of the state allocation. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum payable amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Additional Services. Any additional services not otherwise set forth herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY,

in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

2. Section 39 – Counterpart Execution of the Professional Services Agreement is hereby amended to read as follows:

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

3. The Professional Services Agreement is hereby amended to delete Exhibit B – Schedule of Rates in its entirety and any references thereto.
4. Except as modified herein, the Professional Services Agreement dated June 25, 2019 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CHANGING TIDES FAMILY SERVICES:

By: [Signature]

Date: 08/31/2020

Name: Kerry Venegas

Title: Executive Director

By: [Signature]

Date: 8-31-2020

Name: Jeannine Cárdena-Moncrief

Title: Deputy Director, ELC

COUNTY OF HUMBOLDT:

By: [Signature]

Date: 9/29/2020

Estelle Fennell, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: [Signature]
Risk Management

Date: 9/1/2020