

AMENDMENT NO. 1 TO AGREEMENT NO. 21C4465

This Amendment No. 1 (“**Amendment**”) shall serve to modify the existing Agreement No. 21C4465 (“**Agreement**”) between the County of Santa Cruz (“**County**”) and City of Watsonville (“**City**”). County and City may sometimes be referred to in this Amendment collectively as “**Parties**” or individually as “**Party**.”

I. Background.

- a. The Parties entered into the Agreement effective August 15, 2020.
- b. The Agreement has not been previously amended.
- c. The County identified additional funding from the CalWORKs Program that will enable the Parties to continue the distance learning program that was the subject of the Agreement through June 2021 without interrupting the distance learning and childcare programming provided to families in Santa Cruz County under the Agreement; without terminating existing partnerships; and without reducing the number of sites used for the distance learning program.
- d. The Memorandum of Understanding between County Santa Cruz Human Services Department and County Santa Cruz Parks, Open Space and Cultural Services Department that sets forth the terms and condition for CalWORKs Learning Hubs was fully executed on January 6, 2021, which delayed executing this Amendment.

II. Effective Date of Amendment.

- a. This Amendment shall be retroactively effective on January 1, 2021 (“**Effective Date**”) to allow for continuous operation of the distance learning program.

III. Changes to Agreement.

- a. By executing this Amendment, the Parties agree that the Agreement shall be changed in the following manner.

1. The existing **Section 2. “TERM”** the date “**December 31, 2020**” is replaced with “**June 30, 2021.**”
2. The existing **Section 3. “CITY OBLIGATIONS”, subsection “A.iv.”** is replaced with “**Watsonville Library until December 2020**”.
3. The existing **Section 4. “COUNTY OBLIGATIONS”, subsection “E”** is deleted in its entirety and replaced with the following:

“E. Compensate City for performing and providing the City Obligations as follows:

- (i) Up to \$240,178 for City’s share of costs related to providing L&E Program Costs.

(ii) The Parties mutually agree that the County will reimburse the City for its L&E Program costs, but in no event shall the City be due any monies exceeding \$240,178.

(iii) Amounts payable to the City after January 1, 2021, shall be paid in arrears in three (3) installments. City shall submit Payment Requests on the following schedule:

January 2021 – February 2021 by March 1, 2021

March 2021 – April 2021 by May 1, 2021

May 2021 – June 2022 by June 20, 2021

(iv) The funds received from County shall at all times be used solely and exclusively for Program expenses, as determined by the City, and for no other purpose.”

b. All other existing provisions of the Agreement not specifically addressed by this Amendment shall remain unchanged and in full force and effect. In the event of a conflict between the language of this Amendment and the Agreement or any previous amendment of the Agreement, the language of this Amendment shall control.

In Witness Whereof, the Parties have executed this Agreement by their duly authorized officers or representatives.

CITY OF WATSONVILLE (“CITY”)

MATT HUFFAKER, City Manager

Date

COUNTY OF SANTA CRUZ (“COUNTY”)

JEFF GAFFNEY, Director of Parks

Date

APPROVED AS TO FORM:

Office of County Counsel

Date

APPROVED AS TO INSURANCE:

Risk Management

Date