

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 20th day of June, 2023, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and Kimberly Wilson d.b.a BabySafe of Fresno, a Sole Proprietorship, whose address is 2037 West Bullard Avenue #301, Fresno, CA 93711 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-18-495, dated August 21, 2018 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide professional educational services relating to child passenger safety restraint systems to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to revise the compensation terms and conditions and extend the Agreement through June 30, 2024.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That the word "registered", located on Section 1, subsection H, page 2, line 25, is replaced with the word "attendees".

2. Section 3 of the Agreement, located on page 3, lines 11 through 16, is deleted in its entirety and replaced with the following:

"The term of this Agreement shall be from August 21, 2018 through and including June 30, 2024."

3. Section 5 of the Agreement, located on page 4, lines 11 through 20, is deleted in its entirety and replaced with the following:

"COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation at the rate of One Hundred Fifty and No/100 Dollars (\$150.00) per educational classes provided by CONTRACTOR. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation at the rate of Thirty and No/100 Dollars (\$30.00) per COUNTY referred client enrolled in DPH Black Infant Health (BIH), MCAH, or PHN Programs who completes an educational class provided by CONTRACTOR. There shall be no reimbursement from MCAH client to

1 CONTRACTOR. "

2 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
3 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
4 shall be considered the Agreement.

5 The parties agree that this Amendment may be executed by electronic signature as provided in
6 this section. An "electronic signature" means any symbol or process intended by an individual signing
7 this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a
8 faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
9 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached
10 to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person
11 signing this Amendment for all purposes, including but not limited to evidentiary proof in any
12 administrative or judicial proceeding, and (2) has the same force and effect as the valid original
13 handwritten signature of that person. The provisions of this section satisfy the requirements of Civil
14 Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
15 Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it
16 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),
17 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This
18 Amendment is not conditioned upon the parties conducting the transactions under it by electronic
19 means and either party may sign this Amendment with an original handwritten signature.

20 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
21 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
22 in full force and effect.

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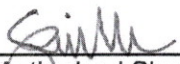
27 //

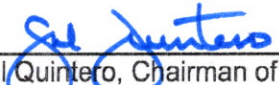
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1 IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement
2 as of the day and year first hereinabove written.

3
4 **CONTRACTOR**
5 **Kimberly Wilson**

COUNTY OF FRESNO

6 
7 _____
8 (Authorized Signature)

6 
7 _____
8 Sal Quintero, Chairman of the Board of
9 Supervisors of the County of Fresno

9 Kimberly Wilson, owner
10 _____
11 Print Name & Title

12 2037 W. Bullard #301
13 _____

14 Fresno CA 93711
15 _____
16 Mailing Address

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

17 By: 
18 _____
19 Deputy

20 FOR ACCOUNTING USE ONLY:

21 Fund: 0001

22 Subclass: 10000

23 ORG: 56201617, 56201700, 56201706,
24 56201748

25 Account: 7295
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27
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