

AMENDMENT NO. 1
TO
AGREEMENT NO. CTF-CB-2002
DATED JULY 1, 2022

This AMENDMENT NO. 1, dated as of the date of the last signatory to this Amendment (this "Amendment"), to the Agreement No. CTF-CB-2002 with an Effective Date of January 1, 2020 (the "Agreement"), by and between the Missouri Children's Trust Fund, a Missouri nonprofit corporation, with its principal place of business at PO Box 1641, Jefferson City, MO 65102-1641, hereinafter referred to as "Agency", and Boone County 605 East Walnut Street, Columbia, Missouri 65201, hereinafter referred to as "Contractor" or "County". Pursuant to the terms of this Amendment, the City of Columbia, on behalf of the Columbia/Boone County Department of Public Health and Human Services, will become the contractor to the Agreement and the City of Columbia shall hereinafter be referred to as "City".

WHEREAS, Agency entered into the Agreement with County in response to a funding application submitted by County;

WHEREAS, County has been delegating the performance of the prevention project referenced in section II.a) of the Agreement to the City of Columbia on behalf of the Columbia/Boone County Department of Public Health & Human Services;

WHEREAS, County desires to assign all obligations and benefits belonging to County under the Agreement to the City of Columbia on behalf of the Columbia/Boone County Department of Public Health & Human Services; and

WHEREAS, Agency, City and County desire to amend and supplement certain terms of the Agreement accordingly.

NOW, THEREFORE, in consideration of the premises, representations, warranties, covenants and agreements contained herein and in the Agreement, the Parties agree as follows:

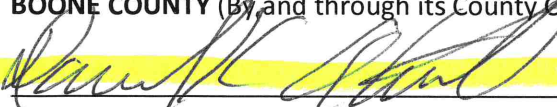
1. **Amendment to the Agreement.** The following amendments are hereby made to the Agreement and all extensions of the Agreement:
 - a) As of the effective date of this Amendment, all references previously made to Contractor or Provider shall now refer to the City of Columbia on behalf of the Columbia/Boone County Department of Public Health & Human Services. Notwithstanding the foregoing, County shall continue to provide Agency with access to records and reports as set forth in Section III of the Agreement so that Agency may audit the County's compliance with the contract requirements that incurred prior to the assignment of the Agreement to the City.
 - b) Under section XIII., "Joanne Nelson, Program Manager, Boone County Community Services Department" will be replaced by "Steve Hollis, Human Services Manager, City of Columbia" to indicate Steve Hollis as the new contract officer for the Agreement.

2. **Interpretation.** The Agreement shall not be amended or otherwise modified by this Amendment except as set forth in Section 1 of this Amendment. The provisions of the Agreement that have not been amended hereby shall remain in full force and effect. The provisions of the Agreement amended hereby shall remain in full force and effect as amended hereby. In the event of any inconsistency or contradiction between the terms of this Amendment and the Agreement, the provisions of this Amendment shall prevail and control.
3. **Reference to the Agreement.** On and after the date hereof, each reference in the Agreement to "this Agreement", "hereof", "herein", "herewith", "hereunder" and words of similar import shall, unless otherwise stated, be construed to refer to the Agreement as amended by this Amendment. No reference to this Amendment need be made in any instrument or document at any time referring to the Agreement, a reference to the Agreement in any such instrument or document to be deemed to be a reference to the Agreement as amended by this Amendment.
4. **Governing Law.** This Amendment shall be construed and enforced in accordance with the laws of the State of Missouri (other than the laws thereof that would require reference to the laws of any other jurisdiction).

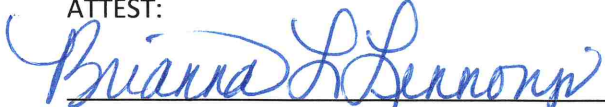
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SIGNATURE PAGE FOLLOWS.**

IN WITNESS THEREFORE, the Parties hereby execute this Amendment.

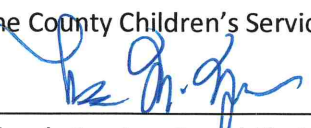
BOONE COUNTY (By and through its County Commission)


Dan Atwill, Boone County, Missouri Presiding Commissioner/Date

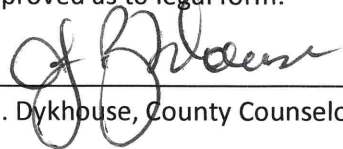
ATTEST:


Brianna L. Lennon, County Clerk/Date

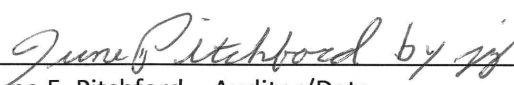
Boone County Children's Services Board

BY:  7/25/22
Children's Services Board Chair/Date

Approved as to legal form:


C.J. Dykhouse, County Counselor/Date

Auditor Acknowledgement for Budgeting Purposes:

 by  05/27/2022
June E. Pitchford – Auditor/Date

CITY OF COLUMBIA

De'Carlton Seewood, City of Columbia Manager

Date

ATTEST:

Sheela Amin, City Clerk

Approved as to legal form:

Nancy Thompson, City Counselor/rw

CHILDREN'S TRUST FUND

Emily Van Schenk Hof, Children's Trust Fund

Date

SKB