

**AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
Monterey County Children and Families
Commission dba First 5 Monterey
County**

THIS AMENDMENT No. 2 is made to the Agreement for the provision of services by **Monterey County Children and Families Commission dba First 5 Monterey County** for maintaining general operations for the Bright Beginnings Initiative, enhancing its strategy-aligned projects, and connecting projects to indicators of success per the described backbone activities, between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as “County”) and **Monterey County Children and Families Commission dba First 5 Monterey County** (hereinafter referred to as CONTRACTOR).

WHEREAS, on July 1, 2022, the County and CONTRACTOR entered into an Agreement in the amount of \$300,000.00 for the term July 1, 2022, through June 30, 2023, for the provision of enhancing its strategy-aligned projects, and connecting projects to indicators of success per the described backbone activities; and

WHEREAS, on August 28, 2023, County and CONTRACTOR entered into Amendment No.1 to extend the term for (1) additional year, for the new term of July 1, 2022, through June 30, 2024, and to increase funds by \$300,000, due to ongoing services; and

WHEREAS, the County and CONTRACTOR wish to amend Amendment No.1 with the same or similar terms and extend the term for an additional one (1) year through June 30, 2025, for additional services and to increase funds by \$700,000 for a new AGREEMENT amount not to exceed \$1,300,000.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. **Section 2.0 PAYMENT PROVISIONS**, is hereby amended and restated to read in its entirety as follows:
“County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$1,300,000.**”
2. **Section 3.0 TERM OF AGREEMENT**, Section 3.01, shall be amended to and restated to read in its entirety as follows:
“The term of this Agreement is from **July 1, 2022, to June 30, 2025**, unless sooner

terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**”

3. **EXHIBIT A-1- Scope of Services** EXHIBIT A-1 is deleted and replaced in its entirety and attached as EXHIBIT A-2. All references to the Agreement to EXHIBIT A-1 shall be constructed to refer to EXHIBIT A-2.
4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall remain in full force and effect as set forth in the Agreement.
5. A copy of the Amendment No.1 shall be attached to the original Agreement executed on by the County on July 1, 2022.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, County and Monterey County Children and Families Commission dba First 5 Monterey County have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Elsa M. Jimenez, Director of Health

Date: _____

Approved as to Form

By: ^{DocuSigned by:} Shane Eben Strong
6624564F38364268
County Counsel

Date: 5/14/2024 | 12:04 PM PDT

Approved as to Fiscal Provisions

By: ^{DocuSigned by:} Patricia Ruiz
E79EF64E57454F6
Auditor/Controller

Date: 5/15/2024 | 9:56 AM PDT

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

^{DocuSigned by:} Francine Rodd
CONTRACTOR
By: _____
Signature of Chair, President, or Vice President

Francine Rodd, Executive Director
Name and Title

Date: 5/3/2024 | 11:06 AM PDT

^{DocuSigned by:} Kerstine Curtis
7E2E5B7CEE1E463
By: _____
Signature of Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer

Kerstine Curtis, Controller
Name and Title

Date: 5/3/2024 | 11:00 AM PDT

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A-2

**To Agreement by and between
County of Monterey on behalf of its Health Department, hereinafter referred to as
"County,"
AND
Monterey County Children and Families Commission dba First 5 Monterey County,
hereinafter referred to as "Contractor."**

Scope of Services / Payment Provisions

I. BACKGROUND

The Bright Beginnings Early Childhood Development Initiative, fiscally sponsored by First 5 Monterey County (F5MC), works together to ensure that children have all they need to be ready for school and life. The Initiative aims to double school readiness countywide, with a focus on narrowing the equity gap. Through the support of this County of Monterey Health Department Agreement, the Bright Beginnings Early Childhood Development Initiative will maintain its general operations, enhance its strategy-aligned projects, and connect projects to indicators of success.

II. SCOPE OF SERVICES

Contractor will provide Early Childhood Development Initiative (ECDI) Backbone activities based on the conditions of the Collective Impact framework, including building a common agenda, shared measurement system, mutually reinforcing activities, continuous communication and a backbone. Funding amount for Backbone activities is \$300,000 for FY2024-2025.

Contractor will also provide funding for the following projects that align with the countywide Early Childhood Strategic Framework (the Framework), referenced in the County's Legislative Program. Funding amount for Framework activities is \$400,000 for Fiscal Year 2024-2025, and includes the following projects, described in further detail below:

A. Community Outreach, Inclusion and Advocacy for Early Childhood Policy & Investments

Contractor's objective is to support collaboration between community, businesses and systems/institutional leaders in designing, advocating for and implementing solutions for improved policies, practices and increased resource flows that support the holistic wellbeing of young children and their families.

Contractor will align activities primarily with the cross-cutting strategies of the Framework: 1) Generate sustainable funding for early childhood services; 2) Engage

families with young children in shaping local and regional policies, budgets and services; and 3) Raise awareness and develop capacity. These strategies cut across and accelerate all other drivers and strategies of the Framework, which includes improving outcomes in mental health, home visiting, care coordination and navigation, access to childcare, family friendly business, playgroups and parent education, capacity building for all types of caregivers (formal and informal) and more.

Contractor will 1) Expand community-based advocacy capacity building and opportunities for engagement; and 2) Increase presence of Bright Beginnings Initiative in community events and activities (e.g., business networking events, resource fairs, community festivals, etc.) to raise general awareness of the importance of investing in early childhood and how all sectors and individuals can have impact.

Contractor's will measure success through more community members equipped to effectively engage in advocacy for early childhood development in Monterey County. More people will be aware of the work of Bright Beginnings and feel included in moving its goals forward. More businesses will be engaged in family friendly policies and practices.

B. Career Pathways in Early Childhood Education

Contractor's objective is to increase the number of individuals entering the career pathway in early childhood education programs, whether center or home-based.

Contractor's activities align with the strategy to increase access to quality childcare. Investment in local career pathways for early childcare and education teachers is in response to increased educator attrition due to pandemic burn-out, and increasing movement of early educators to the school system that offers higher wages (i.e., due to expansion of transitional kindergarten and school-based preschools for 3- to 4-year-old children). This attrition exacerbates the long-existing early education teacher shortage, and increasing demand for more childcare.

Contractor's activities include: 1) Conduct outreach into high schools and community to attract and retain students earning credentials in early care and education locally by reducing barriers to entry; and 2) Support start-up of new childcare homes by coordinating and leveraging local and state resources; outreach in the community to recruit childcare entrepreneurs.

Contractor will measure success by more students entering and completing the early education career pathway, and they will be ready to enter the workforce post-graduation. More childcare and education classrooms and homes will be able to open, and more families will have access to childcare and education in Monterey County.

C. Child Caregiver Capacity Building

Contractor's objective is to invest in the capacity of informal caregivers (also known as family, friend and neighbor caregivers) and for primary caregivers by supporting their

social connections and knowledge base of early childhood development and age and stage appropriate activities.

Contractor’s activities align with two strategies within the driver that all caregivers use positive, developmentally supportive behaviors: 1) Provide more effective parenting programs, and 2) Support family, friend and neighbor caregivers.

Contractor’s activities include: 1) Provide ongoing facilitation of the Informal Child Caregiver Network to advance their strategies, including but not limited to: implementing support of strategic plan, supporting collaborative fund development, and providing evaluation and continuous improvement support.

Contractor will measure success by more informal and primary caregivers having access to capacity building opportunities and more children receiving enhanced parenting and childcare to support their success in life and school.

Contractor’s Scope of Services for Fiscal Year 2024-2025 is summarized below:

Activities	Deliverables	Timeline	Est. Cost
Backbone (\$300,000)			
Activity 1: General Operations (Common Agenda & Continuous Communications)	<p><u>Accountability:</u> Maintain feedback loops with Children’s Council and Bright Beginnings co-chairs, F5MC Commission, and the Bright Beginnings advisory group on progress and continuous improvement of Bright Beginnings. Produce an annual report to the Board of Supervisors.</p> <p><u>Budgeting:</u> Develop and monitor projects of Bright Beginnings.</p> <p><u>Fund Development:</u> Seek, apply, and manage diverse revenue streams for operations of the backbone and projects of Bright Beginnings from public or private revenue sources to support the well-being of young children.</p> <p><u>Communications:</u> Conduct internal and external continuous communications on the activities and impact of Bright Beginnings through various vehicles, which may include but are not limited to reports, emails, newsletters, social and traditional media.</p>	Jul 2024- Jun 2025	\$125,000

	<p>Capacity Building: Provide relevant training, professional development and support to staff and key partners.</p> <p>Partnership Cultivation: Build relationships in the community at all levels, across sectors and disciplines, to support the goals of Bright Beginnings. This may include participation in other related initiatives and collaboratives.</p>		
Activity 2: Mutually Reinforcing Activities	<p>Project Support: Design and facilitate strategy-aligned projects, including but not limited to striving for community inclusion; designing, developing meeting agendas and project action plans; monitoring projects; producing reports and case studies; and planning events. Monitor all projects to ensure quality and fidelity to countywide ECD Strategic Framework.</p> <p>Mutual Reinforcement: Foster exchange of learning and intersection of impact across various projects and domains.</p>	Jul 2024- Jun 2025	\$100,000
Activity 3: Shared Measurement System	<p>Project Evaluation & Monitoring: Develop project-based theories of change and/or logic models to articulate desired outcomes, steps to get there, and align with ECD Strategic Framework. Assess success as aligned with theories/models.</p> <p>Initiative-wide Evaluation & Monitoring: Develop and implement shared measurement plan and tools as well as continuous improvement processes, all aligned with the ECD Strategic Framework and Bright Beginnings' Theory of Action.</p>	Jul 2024- Jun 2025	\$75,000
Backbone Subtotal:			\$300,000
Framework Project 1: Community Outreach, Inclusion, and Advocacy (\$175,000)			
Activity 1: Expand community advocacy capacity building and opportunities for engagement.	Deliverables: Develop a toolkit and training module for raising basic early childhood education awareness. Topics may include parental choice for early learning, childcare infrastructure, benefits of investment in quality care, and characteristics of quality care.	Jul 2024- Jun 2025	\$100,000

	Provide more individuals trained and mobilized around early childhood advocacy with the intent of increasing public and private investments and improving policies and practices, including guiding the priorities of the Initiative's backbone.		
Activity 2: Increase presence of Bright Beginnings Initiative in community events and activities to raise general awareness of the importance of investing in early childhood and how all sectors and individuals can have impact.	Deliverables: Ensure new individuals and agencies are aware of Bright Beginnings and its goals, have had a meaningful experience of providing insights into their experiences, and understand how they can have impact on advancing the Framework and setting priorities.	Jul 2024- Jun 2025	\$75,000
Framework Project 1 Subtotal:			\$175,000
Framework Project 2: Career Pathways in Early Care and Education (\$125,000)			
Activity 1: Outreach into high schools and community to attract and retain students earning credentials in early care and education (ECE) locally by reducing barriers to entry into ECE education and training.	Deliverables: Develop and share ECE career pathway outreach tools. Plan and implement outreach activities. Reach maximum program capacity in Early Childhood Education Apprenticeship Program at Hartnell College.	Jul 2024- Jun 2025	\$50,000
Activity 2: Support start-up of new childcare homes by	Deliverables: Increase awareness of specialized needs for childcare start-up by organizations that support businesses.	Jul 2024- Jun 2025	\$75,000

coordinating and leveraging local and state resources; outreach in the community to recruit childcare entrepreneurs.	Increase number of applications for childcare home licenses. Provide direct support for childcare home start-ups.		
Framework Project 2 Subtotal:			\$125,000
Framework Project 3: Child Caregiver Capacity Building (\$100,000)			
Activity 1: Facilitate the Informal Caregivers Network.	Deliverables: Develop agendas, updates to strategic plan, evaluation & monitoring tools, and funding plan. Create training tools & conduct capacity building.	Jul 2024- Jun 2025	\$50,000
Activity 2: Expand awareness of age and stage appropriate parenting that best supports unique early childhood development needs.	Deliverables: Develop and share resources for raising awareness of basic early childhood development . Topics may include stages of development, appropriate activities for development, etc. Conduct outreach through various modules, which may involve promotoras, social media, and/or web postings.	Jul 2024- Jun 2025	\$50,000
Framework Project 3 Subtotal:			\$100,000
Not to Exceed			\$700,000

III. DETERMINATION OF COMPLIANCE

Upon request by the County, Contractor will provide periodic progress reports throughout the duration of this Agreement. The determination of whether performance meets standard is at the sole judgment of the County. County will review these periodic progress reports and perform other monitoring tasks at its discretion to make its determination. This may include making site visits and reviewing related records, which Contractor shall make readily available upon request.

In the event County determines Contractor is not meeting its expectations as expressed above, in whole or in part, County reserves the right to determine the appropriate remedies. These remedies may include, but are not limited to, requiring a corrective action plan, disallowing costs, changing the compensation schedule, reducing future allocations and/or terminating the Agreement.

Modifications to the Scope of Services: The Director of Health Services or designee may approve modifications to the specific tasks described above; however, any **modifications to compensation must be approved by the Board of Supervisors.**

IV. PAYMENT PROVISIONS

County shall pay an amount **not to exceed \$700,000** for the performance of all things necessary for or incidental to the performance of work as set forth above in the Scope of Services.

Contractor will submit invoices to County as follows:

Upon completion of deliverables and submission of semi-annual reports, submit invoices for the periods listed below as follows:

July 1, 2024 – December 31, 2024 = \$350,000.00

January 1, 2025 – June 30, 2025 = \$350,000.00

V. INVOICING AND PAYMENTS

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the County agrees to compensate the Contractor in accordance with the above listed terms. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
2. Invoices shall be submitted to:
County of Monterey Health Department
Edward Moreno, MD, MPH
Health Officer and Director of Public Health
1270 Natividad Road
Salinas, CA 93906
Telephone: (831) 755-4585
3. Invoices shall:
 - i. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.

- ii. Bear the Contractor's name as shown on the agreement.
- iii. Identify the billing and/or performance phase and deliverables covered by the invoice. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

VI. EXPENSES/FISCAL DOCUMENTATION

1. Invoices, received from Contractor and accepted and/or submitted for payment by the County, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review and audit and provide to County upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of allowable expenses.