

**AMENDMENT NO. 1
TO THE
STANDARD AGREEMENT
BETWEEN THE
COUNTY OF MONTEREY
AND
MONTEREY COUNTY CHILDREN AND FAMILIES COMMISSION DBA
FIRST 5 MONTEREY COUNTY**

This Amendment No. 1, effective December 16, 2013, to the Standard Agreement is made and entered into by and 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 October 22, 2013, COUNTY entered into the Standard Agreement with CONTRACTOR in the amount of \$300,000 to provide services that complete Phase 1, and implementation services of Phases 2 and 3 of the Early Childhood Development Initiative in Monterey County, hereinafter referred to as "Agreement". This action was approved by the Board of Supervisors on November 5, 2013 (Agreement No. A-12594; File No. A 13-258).

WHEREAS, County and Contractor desire to amend Exhibit A, Scope of Services/Payment Provisions to amend A. Deliverables: Phase 2: Outreach; and amend B. Payment Provisions, to allow a lump sum payment in the amount of \$300,000 upon completion of all services.

There is no change to the term or the total amount of the Agreement.

NOW THEREFORE, both parties hereby agree to amend the Agreement as follows:

1. Exhibit A.1, Scope of Services/Payment Provisions replaces Exhibit A.
2. All other terms and conditions of the Agreement remain unchanged and in full force. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

The remainder of this page was intentionally left blank

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to the Agreement as of the day and year last written below.

COUNTY OF MONTEREY

By: *Neha Patel*
Contracts/Purchasing Officer

Date: 1/13/14

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: *Jay Jacobs*
Deputy County Counsel

Date: 1/9/14

Approved as to Fiscal Provisions ²

By: *[Signature]*
Auditor/Controller

Date: 1/10/14

Approved as to Liability Provisions ³

By: _____
Risk Management

Date: _____

CONTRACTOR

Monterey County Children and Families
Commission DBA First 5 Monterey County

Contractor's Business Name*

By: *Francine Rodd*
(Signature of Chair, President, or
Vice-President)*

FRANCINE RODD, EXECUTIVE DIRECTOR
Name and Title

Date: 12/26/13

By: *[Signature]*
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer)*

Manuela O. Kolph, Finance/Operations
Name and Title officer

Date: 12/20/13

County Board of Supervisors' Agreement Number: A-12594

*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.1
Scope of Services / Payment Provisions
to the
Standard Agreement
Between
County of Monterey
and
First 5 Monterey County

This Agreement will not be deemed fully executed, nor will it be put into service, until the Monterey County Board of Services approves the Agreement and the Monterey County Children and Families Board of Commissioners also approves the Agreement. Each party may route the agreement for appropriate signatures prior to both Board's approvals.

A. SCOPE OF SERVICES

First 5 Monterey County (F5MC) "CONTRACTOR" shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below.

BACKGROUND

The County of Monterey through its legislative platform and budget allocations is very supportive of the development of an Early Childhood Development Initiative (ECDI) in Monterey County.

Early Childhood Development has been identified by both the Board of Supervisors and the Monterey County Children's Council as critical for the economic and social success of our county. Investments in quality early childhood development programs bring returns of 10-17% to the economy in increased income and tax revenues and reductions in remedial programs and justice system expenditures. California State Association of Counties (CSAC) has also recognized the critical importance of early childhood prevention programs and has named 2013 as the Year of the Child. This expenditure will provide support for prevention (upstream) programs for children and families.

The Board of Supervisors identified Early Childhood Development as a priority in the Monterey County Legislative Program 2013-2014. The Monterey County Children's Council developed an Early Childhood Development Initiative using the Collective Impact model where cross-sector organizations work together to identify common goals, strategies and measurements to make the needed changes in a community. Phase 1 of the Initiative included researching and identifying common goals. The common goals and geographic priority areas were selected by May of 2013. Outreach and education materials as well as research for a common data base and evaluation system still need to be completed as part of Phase 1. Phase 2 is collaborating with cross-sector and cross geographic organizations to identify common strategies and approaches that can be used county-wide. Phase 3 is working at a community level with selected communities to identify local assets, gaps and priorities and to begin intentional implementation of programs aimed at reducing disparities and providing children with the opportunities they need to succeed in school and life.

The vision and mission of FSMC is closely aligned with that of ECDI and FSMC will serve as an effective co-manager and organizer for the Initiative.

FSMC Responsibilities:

Period of October 22, 2013 – June 30, 2014

- Ensure management and coordination of Phases 1, 2 and 3 of the ECDI.
- Ensure completion of deliverables.
- Submit invoices upon completion of deliverables.
- Provide progress reports with invoices.
- Maintain documentation of all ECDI related activities.

Deliverables:

Phase 1: Research and Assessment

- Complete GIS mapping of the ECDI indicators countywide.
- Identification of a shared measurement system.
- Report from STRIVE consultant on coordination and alignment with CSUMB's Cradle to Career Initiative.

Phase 2: Outreach

- Development and implementation of a Policymaker /Community Education and Involvement Campaign.
- Outreach material development

Phase 3: Capacity Building

- Local community asset mapping.
- Data measurement system acquisition, training and implementation.

B. PAYMENT PROVISIONS

COUNTY shall pay an amount not to exceed \$300,000 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 an invoice to COUNTY upon completion of all deliverables per timeline as follows.

October 22, 2013 – June 30, 2014

- Payment upon completion of Phases 1, 2 and 3 deliverables = \$300,000

C. 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 in duplicate to:

Monterey County Health Department
Edward Moreno, MD, MPH, Health Officer,
Director of the Public Health Bureau
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.

D. 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 expense allowability.