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AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY AND
Monterey County Children and Families Commission dba First 5 Monterey County

THIS AMENDMENT No. 1, 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, the County and CONTRACTOR wish to amend the Agreement on the same or similar terms, to extend the term for an additional one (1) year period through June 30, 2024, to allow services to continue with no change to the Scope of Services and to increase funds by $300,000 for a new AGREEMENT amount not to exceed $600,000.

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-1, 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 **$600,000**."

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, 2024**, 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."**

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3. **EXHIBIT A- Scope of Services** EXHIBIT A is deleted and replaced in its entirety and attached as EXHIBIT A-1. All references to the Agreement to EXHIBIT A shall be constructed to refer to EXHIBIT A-1.

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.

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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: DocuSigned by: _____
C7A30BA59CA8423...
Elsa M. Jimenez, Director of Health

Date: 8/28/2023 | 4:34 PM PDT

Approved as to Form

By: DocuSigned by: _____
65EE9F1502BD412...
County Counsel

Date: 7/27/2023 | 2:54 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth _____
4E7E85787545AAF...
Auditor/Controller

Date: 7/27/2023 | 3:49 PM PDT

Approved as to Liability Provisions

By:

_____
Risk Management

Date: _____

CONTRACTOR

By: DocuSigned by: Francine Rodd _____
9F5AAA3496304FF...
Signature of Chair, President, or Vice President

Francine Rodd, Executive Director
Name and Title

Date: 7/20/2023 | 5:07 PM PDT

By: DocuSigned by: kerstine Curtis _____
7E2E587CEE1E4A3...
Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer

Kerstine Curtis, Controller
Name and Title

Date: 7/18/2023 | 7:29 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.

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EXHIBIT A-1
Scope of Services / Payment Provisions
to the Standard Agreement between
The County of Monterey on behalf of its Health Department and
Monterey County Children and Families Commission
dba First 5 Monterey County (F5MC) for the
Bright Beginnings Early Childhood Development Initiative

I. BACKGROUND

Through the support of the Monterey County Health Department contract, the Bright Beginnings Early Childhood Development Initiative (fiscally sponsored by First 5 Monterey County) will maintain its general operations, enhance its strategy-aligned projects, and connect projects to indicators of success. Bright Beginnings activities are based on the conditions of Collective Impact, including building a common agenda, shared measurement system, mutually reinforcing activities, continuous communication and a strong backbone.

A summary of activities of the Bright Beginning backbone for fiscal year 2023-2024 are described below:

Deliverables	Activities	Timeline	Est. Cost
General Operations (Common Agenda & Continuous Communications)	**Accountability:** Maintain feedback loops with Children's Council, Bright Beginnings co-chairs, F5MC Commission, and Bright Beginnings advisory group on progress and continuous improvement of Bright Beginnings. Produce an annual report to the Board of Supervisors. **Budgeting:** Develop and monitor projects of Bright Beginnings. **Fund Development:** Seek, apply and manage diverse revenue streams for operations of the backbone, projects of Bright Beginnings, and general public or private revenue sources to support the wellbeing of young children. **Communications:** Conduct internal and external continuous communications on the activities and impact of Bright Beginnings through various vehicles, which may include but is not limited to reports, emails, newsletters, social and traditional media. **Capacity Building:** Provide relevant training, professional development and support to staff and key partners. **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 countywide initiatives and collaboratives.	Jul 2023 - Jun 2024	$125,000

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Mutually Reinforcing Activities	**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. **Mutual Reinforcement:** Foster intersection and exchange of learning across various projects and domains.	Jul 2023-Jun 2024	$125,000
Shared Measurement System	**Project Evaluation & Monitoring:** Development of project-based theories of change and/or logic models to articulate desired outcomes, steps to get there, and alignment with ECD Strategic Framework. Assessments of success as aligned with theories/models. **Initiative-wide Evaluation & Monitoring:** Development, implementation of shared measurement plan and tools, and continuous improvement processes, all aligned with the ECD Strategic Framework and Bright Beginnings' Theory of Action.	Jul 2023-Jun 2024	$50,000
		Bright Beginnings Initiative Backbone Not to Exceed	**$300,000**

II. DETERMINATION OF COMPLIANCE

Upon request by 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 or designee may approve modifications to the specific tasks described above; however, any **modifications to compensation must be approved by the Board of Supervisors.**

III. 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 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, 2023 – December 31, 2023 = $150,000.00
January 1, 2024 – June 30, 2024 = $150,000.00

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IV. 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:

   Monterey County Health Department
   Ella Harris, Director of Public Health Nursing
   1270 Natividad Road
   Salinas, CA 93906
   Telephone: (831) 796-1279
   harrise@co.monterey.ca.us

   and

   Monterey County Health Department
   Public Health Bureau – Accounts Payable
   1270 Natividad Road
   Salinas, CA 93906
   Telephone: (831) 796-1250
   412-phfiscal@co.monterey.ca.us

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.

V. 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.