

**AMENDMENT NO. 2
TO THE
STANDARD AGREEMENT
BETWEEN THE
COUNTY OF MONTEREY
AND
MONTEREY COUNTY CHILDREN AND FAMILIES COMMISSION DBA
FIRST 5 MONTEREY COUNTY**

This Amendment No. 2, effective June 3, 2014, to Standard Agreement No. A-12594 ("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." County and CONTRACTOR are sometimes referred to in this Amendment No. 2 as the ("Parties").

WHEREAS, on October 22, 2013, COUNTY entered into the Agreement with CONTRACTOR in the amount of \$300,000.00 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, Amendment No. 1 replaced Exhibit A with Exhibit A.1, Scope of Services/Payment Provisions to amend A. Deliverables: Phase 2: Outreach; and amend B. Payment Provisions, to allow for a lump sum payment in the amount of \$300,000.00.

WHEREAS, this Amendment No. 2 will: extend the term of the Agreement for one year, for a new term of October 22, 2013 to June 30, 2015; add additional funding in the amount of \$300,000.00 for a revised total amount not to exceed \$600,000.00; and amend Exhibit A.1, Scope of Services/Payment Provisions.

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

1. Amend 2.0 Payment Provisions, second sentence to read as follows: The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$600,000.00; and
2. Amend 3.0 Term of Agreement, first sentence to read as follows: The term of this Agreement is from October 22, 2013 to June 30, 2015, unless sooner terminated pursuant to the terms of this Agreement; and
3. Exhibit A.2, Scope of Services/Payment Provisions replaces Exhibit A.1; and
4. All other terms and conditions of the Agreement remain unchanged and in full force. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 to the Agreement as of the day and year last written below.

COUNTY OF MONTEREY

By: *Debra Bayard*
Debra Bayard, MS
Deputy Purchasing Agent
Contract Administrator

Date: _____

By: *[Signature]*
Department Head (if applicable)

Date: 7-2-14

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: *Stacy Salta*
Deputy County Counsel

Date: 6/6/14

Approved as to Fiscal Provisions²

By: *[Signature]*
Auditor/Controller

Date: 6-9-14

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

County Board of Supervisors' Agreement Number: A-12594

CONTRACTOR

Monterey County Children and Families
Commission DBA First 5 Monterey County
Contractor's Business Name*

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

FRANCINE RODD, EXECUTIVE DIRECTOR
Name and Title

Date: 5/27/14

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

Manuela O. Kolpin, Finance Officer
Name and Title

Date: 5/27/14

*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
Scope of Services / Payment Provisions
To the
Standard Agreement
Between
County of Monterey
And
First 5 Monterey County

This Amendment No. 2 will not be deemed fully executed until the Monterey County Board of Supervisors (hereinafter "BOS") approves the Amendment and the Monterey County Children and Families Board of Commissioners also approves the Amendment.

BACKGROUND

The County of Monterey, (hereinafter "County") 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 BOS 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.

Fiscal Year 2014-2015 work will continue in the categories: Outreach and Capacity Building, as well as Implementation, Improving and Expanding. Because the deliverables in each of the categories will not occur sequentially but be performed concurrently, the deliverables in this Exhibit A.2 are not designated in "Phases".

The vision and mission of First 5 Monterey County (hereinafter "Contractor") is closely aligned with that of ECDI and Contractor will serve as an effective co-manager and organizer for the Initiative.

A. SCOPE OF SERVICES

Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below.

Contractor's Responsibilities:

FY2013-2014:

Phase 1: Research and Assessment

- Complete data disaggregation of the ECDI indicators countywide.
- Develop structure for community opportunities and commitments.
- Investigate and create structure for Policy and Advocacy Network.
- Design ECDI participation and commitment documents.
- Consult with STRIVE Together to ensure coordination and alignment with CSUMB's Cradle to Career Initiative.

Phase 2: Outreach

- Develop outreach materials for public distribution.
- Develop outreach plan to ensure community involvement for regional meetings.
- Hire staff members to implement ECDI.
- Form partnerships with individuals and organizations to leverage existing resources.
- Present informational sessions to specific populations for feedback (i.e. faith community, teachers, elected officials, etc.).
- Plan and hold meetings in 4 regions throughout the county to receive feedback on strengths, challenges, and needs of communities for the ECDI process.

Phase 3: Capacity Building

- Build Backbone capacity to implement the Collective Impact approach.
- Research local community asset mapping needs and providers.
- Collaborate on the design and implementation of the Collective Impact Learning Community.
- Research common data measurement systems.

FY 2014-2015:

For FY 2014-2015, ECDI will continue work in the categories of Outreach, and Capacity Building as well as Implementing, Improving and Expanding. Because the deliverables in each of the categories will not occur sequentially but be performed concurrently, the deliverables below are not designated in Phases.

A. Outreach

1. Strategize media campaign for early childhood development awareness.

2. Engage unrepresented and underrepresented community groups to participate in the ECDI process.
3. Present informational sessions on ECDI to various stakeholders.

B. Capacity Building

1. Prepare and conduct local community asset mapping in communities with Intensive Collaboration Action Teams.
2. Research, identify and train on data measurement systems, where necessary.
3. Strategize alignment of collective impact approaches throughout Monterey County.
4. Explore partnerships with individuals and organizations to leverage existing resources.
5. Support the formation of Intensive Collaborative Action Teams and Collaborative Action Teams around the county.
6. Assist Intensive Collaborative Action Teams to create a local ECDI action plan.

C. Implementing, Improving and Expanding

1. Implement Policy Advocacy Network.
2. Conduct Request for Engagement process through the Monterey County Children's Council to identify the Intensive Collaborative Action Teams and the Collaborative Action Teams.
3. Support selected Intensive Collaborative Action Teams in the implementation of their action plans.
4. Develop communication tools for use by ECDI, Intensive Collaborative Action Teams and Collaborative Action teams.

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 remedy. These remedies could include, but are not limited to, requiring a corrective action plan, disallowance of costs, changing the compensation schedule, reduction of future allocations and/or termination of 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

B. PAYMENT PROVISIONS

COUNTY shall pay an amount not to exceed \$600,000.00 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:

1. FY 2013-14 - Upon completion of deliverables for the period of October 22, 2013 to June 30, 2014, submit one invoice in the amount of \$300,000.00; and
2. FY 2014-15 - Upon completion of deliverables and submission of semi-annual reports, submit invoices for the periods listed below as follows:

July 1, 2014 -- December 31, 2014 = \$150,000.00

January 1, 2015 – June 30, 2015 = \$150,000.00

(2 x \$150,000.00 = \$300,000.00)

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.