

**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

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: Stacy Suttle
Deputy County Counsel

Date: 6/6/14

Approved as to Fiscal Provisions ²

By: [Signature]
Auditor/Controller

Date: 6-9-14

Approved as to Liability Provisions ³

By: _____
Risk Management

Date: _____

County Board of Supervisors' Agreement Number: A-12594

Monterey County Children and Families
Commission DBA First 5 Monterey County

By: Jammi Rode
Contractor's Business Name*

(Signature of Chair, President, or
Vice-President)*

FRANCINE RODO, 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: May 27, 2014

*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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

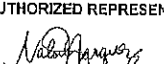
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|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale, CA 91203 | CONTACT NAME: PHONE (A/C, No., Ext): (818) 539-2300 FAX (A/C, No.): (818) 539-2301 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE NAIC # | |
| INSURED First 5 Monterey County 1125 Baldwin Street Salinas, CA 93906 | INSURER A: Great American Insurance Company 16691 | |
| | INSURER B: New York Marine And General Insurance Co 16608 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse <input checked="" type="checkbox"/> Professional Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | PAC143828803 | 05/01/2014 | 05/01/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | PAC143828803 | 05/01/2014 | 05/01/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | WC20140000667 | 01/01/2014 | 01/01/2015 | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Business Contents | | PAC143828803 | 05/01/2014 | 05/01/2015 | Deductible: \$500 98,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Monterey, its officers, agents and employees are additional insured under the general/auto liability with respect to the operations of the named insured. CG2010 Endorsement attached. Such insurance is Primary and Non-Contributory (per attached CG2001). Workers Compensation coverage is excluded. Evidence Only.

| | |
|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER County of Monterey Contracts/Purchasing Dept. 1270 Natividad Rd. Salinas, CA 93906 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

0694804 GREAT AMERICAN ASSURANCE CO

CG 20 10 (Ed.04/13)



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

Policy: PAC 143-82-88 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s)

COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES
MONTEREY COUNTY HEALTH DEPT
CONTRACTS/PURCHASING DEPT
1270 NATIVIDAD RD
SALINAS CA 93906-3122

SUCH INSURANCE IS PRIMARY AND NON-CONTRIBUTORY PER FORM CG2001.

Location(s) of Covered Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured(s) at the location(s) designated above.

However;

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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513 369 5000 ph

CG 20 10 (Ed.04/13)

Policy: PAC 143-82-88 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
2. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

BUSINESSPRO GENERAL ENDORSEMENT

CA2048-DESIGNATED INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT, THE PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY THIS ENDORSEMENT. THIS ENDORSEMENT IDENTIFIES PERSON(S) OR ORGANIZATION(S) WHO ARE "INSUREDS" UNDER THE WHO IS AN INSURED PROVISION OF THE COVERAGE FORM. THIS ENDORSEMENT DOES NOT ALTER COVERAGE PROVIDED IN THE COVERAGE FORM.

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES
MONTEREY COUNTY HEALTH DEPT
CONTRACTS/PURCHASING DEPT
1270 NATIVIDAD RD
SALINAS CA 93906-3122

(IF NO ENTRY APPEARS ABOVE, INFORMATION REQUIRED TO COMPLETE THIS ENDORSEMENT WILL BE SHOWN IN THE DECLARATIONS OR ABOVE SCHEDULE AS APPLICABLE TO THIS ENDORSEMENT.)

EACH PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE IS AN "INSURED" FOR LIABILITY COVERAGE, BUT ONLY TO THE EXTENT THAT PERSON OR ORGANIZATION QUALIFIES AS AN "INSURED" UNDER THE WHO IS AN INSURED PROVISION CONTAINED IN SECTION II OF THE COVERAGE FORM.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a Named Insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

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