

**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.**”

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.

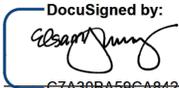
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IN WITNESS WHEREOF, County and Monterey County Children and Families Commission dba First 5 Monterey County have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

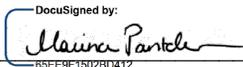
By: _____
Contracts/Purchasing Officer

Date: _____

By:  _____
Elsa M. Jimenez, Director of Health

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

Approved as to Form

By:  _____
County Counsel

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

Approved as to Fiscal Provisions

By:  _____
Auditor/Controller

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

Approved as to Liability Provisions

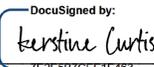
By: _____
Risk Management

Date: _____

DocuSigned by: **CONTRACTOR**
By:  _____
Signature of Chair, President, or Vice President

Francine Rodd, Executive Director
Name and Title

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

By:  _____
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.

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)	<p><u>Accountability:</u> 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.</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, projects of Bright Beginnings, and general public or private revenue sources to support the wellbeing 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 is not limited to reports, emails, newsletters, social and traditional media.</p> <p><u>Capacity Building:</u> Provide relevant training, professional development and support to staff and key partners.</p> <p><u>Partnership Cultivation:</u> 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.</p>	Jul 2023 - Jun 2024	\$125,000

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 intersection and exchange of learning across various projects and domains.</p>	Jul 2023- Jun 2024	\$125,000
Shared Measurement System	<p>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.</p> <p>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.</p>	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

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.



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16074 ; Amendment No.: 1

- a. Authorize the Director of Health Services or their designee to execute Amendment No.1 between the County of Monterey Health Department and Monterey County Children and Families Commission dba First 5 Monterey County in the amount of \$600,000 to support the Bright Beginnings Early Childhood Development Initiative for the term retroactive to July 1, 2022, through June 30, 2024; and
- b. Approve and authorize the Director of Health Services or their designee to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than 10% (\$60,000) of the original contract amount.

PASSED AND ADOPTED on this 22th day of August 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 22, 2023.

Dated: August 24, 2023

File ID: A 23-380

Agenda Item No.: 44

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy



County of Monterey

Item No.42

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: A 23-380

August 22, 2023

Introduced: 7/31/2023

Current Status: Health Department -
Consent

Version: 1

Matter Type: BoS Agreement

- a. Authorize the Director of Health Services or their designee to execute Amendment No.1 between the County of Monterey Health Department and Monterey County Children and Families Commission dba First 5 Monterey County in the amount of \$600,000 to support the Bright Beginnings Early Childhood Development Initiative for the term retroactive to July 1, 2022, through June 30, 2024; and
- b. Approve and authorize the Director of Health Services or their designee to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than 10% (\$60,000) of the original contract amount.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:

- a. Authorize the Director of Health Services or their designee to execute Amendment No.1 between the County of Monterey Health Department and Monterey County Children and Families Commission dba First 5 Monterey County in the amount of \$600,000 to support the Bright Beginnings Early Childhood Development Initiative for the term retroactive to July 1, 2022, through June 30, 2024; and
- b. Approve and authorize the Director of Health Services or their designee to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than 10% (\$60,000) of the original contract amount.

SUMMARY DISCUSSION:

First 5 Monterey County enriches the lives of children, prenatal through age five, and their families by strengthening connections and advancing quality within a whole system of care and support. First 5 Monterey County is the fiscal sponsor of Bright Beginnings, which is an early childhood development initiative, and is the host of the Bright Beginnings backbone team.

The purpose of Amendment No. 1 to the Agreement is to continue the County's collaboration with First 5 Monterey County to enhance the health of children and their families. The Agreement supports Bright Beginning's general operations, enhances its strategy-aligned projects, and connects projects to indicators of success. Bright Beginnings activities are based on the five conditions of Collective Impact, including a common agenda, shared measurement, mutually reinforcing activities, continuous communication, and a strong backbone. Activities in this Agreement include capacity building, partnership cultivation, monitoring, and evaluation.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals,

specifically: 1. Empower the community to improve health; 2. Enhance public health and safety through prevention; and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports four of the ten essential public health services, specifically: 1. Assess and monitor population health status, factors that influence health, and community needs and assets; 3. Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it; 4. Strengthen, support, and mobilize communities and partnerships to improve health; and 7. Assure an effective system that enables equitable access to the individual services and care needed to be healthy.

OTHER AGENCY INVOLVEMENT:

The Office of the County Council has reviewed and approved this Agreement as to legal form. Risk Management has reviewed and approved this Agreement as to liability provisions. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:

This Agreement is financed with Social Services Realignment funds transferred to Health Realignment (83%) and Department funds (17%). Appropriations for the Agreement are included in the Health Department's FY 2023-24 Adopted Budget (001-4000-8124-HEA003).

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

Administration:

- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

Infrastructure:

- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

Public Safety:

- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Patricia Velarde, Management Analyst II, 796-1377

Approved by:

Legistar File Number: A 23-380

DocuSigned by:

293774DBE924FF

Date: 8/16/2023 | 3:07 PM PDT

Elsa Mendoza Jimenez, Director of Health Services, 755-4526

On behalf of Elsa Mendoza Jimenez

Attachments:

Board Report

Amendment No.1

Exhibit A-1

22-24 Executed Agreement