

**FIRST AMENDMENT TO AGREEMENT BETWEEN
FIRST 5 KINGS COUNTY CHILDREN AND FAMILIES COMMISSION
AND
EVALUATION, MANAGEMENT AND TRAINING (EMT) ASSOCIATES, INC.**

This first amendment to the Agreement entered into by the First 5 Kings County Children and Families Commission (“Commission”), Agreement No. 2016-02-003 (“Amendment I”), is made on this _____ day of _____, 2020, by and between the County of Kings (“County”) and Evaluation, Management and Training (EMT) Associates, Inc. (“Consultant”) upon the following terms and conditions:

RECITALS

WHEREAS, the Commission and Consultant entered into that Agreement commencing on February 3, 2016 for a period of four (4) years and two (2) months, in which the Commission was identified as a “legal public agency established in accordance with the California Children and Families Act of 1998 (“the Act”); and

WHEREAS, the Commission was not established as a legal public agency under the Act but was, instead, established as an agency of the County, and therefore cannot enter into legally binding contracts without County approval; and

WHEREAS, as set forth in Section 24, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties wish to modify this Agreement to designate the County as a party to the Agreement instead of the Commission, extend the Agreement by one (1) year, update the Insurance provisions to comply with the County’s standards, and update the Notice provisions.

NOW, THEREFORE, the parties agree as follows:

1. References in this Amendment I to attachments are defined as follows:
 - A. **Attachment A** shall be effective from February 3, 2016 to June 30, 2020.
 - B. **Attachment A-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment A-1** is attached to the Amendment I and incorporated herein by this reference.

2. All references to the “Commission” throughout the Agreement are hereby amended to reflect the “County of Kings” or the “County.”

3. Section 3 shall be amended as follows:

This Agreement shall become effective on February 3, 2016 and shall terminate on June 30, 2021, unless otherwise terminated by the parties.

4. Section 16, Insurance, shall be replaced with the following language:

A. Without limiting County’s right to obtain indemnification from Consultant or any third parties, prior to commencement of work, Consultant shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Consultant’s Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of Two Million Dollars (\$2,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer’s subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Consultant’s wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as

A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Consultant to furnish insurance during the term of this Agreement.

5. Section Notices shall be amended as follows:

Notice to Commission shall be addressed as follows:

Program Officer
First 5 Kings County
330 Campus Drive
Hanford, California 93230
Fax: (559) 585-0818

Notice to Consultant shall be addressed as follows:

Victoria Cassel, Senior Research Associate
EMT Associates, Inc.
1631 Creekside Drive, Suite 100
Folsom, CA 95630

6. The recitals are an integral part of this Amendment and are incorporated herein.

7. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Amendment I to Agreement to be executed on the day and year as provided above.

County

Consultant

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By: _____

REVIWED AND RECOMMENDED
FOR APPROVAL:

By: _____
Edward Hill
Kings County Public Health Director and
First 5 Executive Director

ATTEST:

By: _____
Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel

APPROVED:

By: _____
Sande Huddleston, Risk Manager

Attachments:
Attachment A-1: Scope of Work

ATTACHMENT A-1

**First 5 Kings County FY 2020-2021 Contract Extension
Scope of Work (SOW)**

Project management activities. Participate in regular planning and coordinating calls with the First 5 Kings County Program Officer and funded partner representatives, as appropriate, to discuss progress implementing the evaluation contract extension, and to provide assistance as needed in further refining the First 5 Kings County five-year strategic plan.

Technical assistance to enhance data system infrastructure and outcome measurement. Provide technical consulting to First 5 Kings County to identify options for unduplicated tracking of child and/or family service utilization across funded programs and initiatives. Provide a systematic assessment of data collection and outcome measurement tools and approaches to align with planned funding priorities.

Data collection and analysis activities. Conduct annual data collection and analysis activities for all funded programs and services, including compiling information from First 5 Kings County annual performance and expenditure reports, and exporting and analyzing data from existing data management systems, including iPinwheel and the Ages and Stages Questionnaire (ASQ) developmental screening site. Summarize performance indicators in relation to prior year trends.

Annual evaluation report. Prepare a draft annual evaluation report summarizing evaluation activities, findings, and recommendations for major funded initiatives include Linkages 2 Learning, Family Resource Centers, Parent and Me and the Special Needs Project, 211, and Kings County CARES About Quality. Submit annual evaluation report draft to the First 5 Kings County Program Officer for review and feedback. Incorporate revisions and submit final edited report for review and approval.

Commission presentation. Prepare a brief PowerPoint presentation summarizing evaluation activities and findings. Present findings in person at a bimonthly meeting of the First 5 Kings County Children and Families Commission.

Quarterly reports. Prepare brief quarterly progress reports summarizing evaluation activities, challenges and accomplishments, and planned activities for each upcoming quarter.

Special projects. Provide support to the First 5 Kings County Program Officer to conduct supplemental data collection and analysis activities to document community needs and inform funding priorities. Data collection activities may include, but are not limited to staff interviews, provider and participant surveys, compilation of archival data indicators, and secondary analyses of focus group findings.

Agreement No. _____

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND
KINGS COUNTY COMMUNITY ACTION ORGANIZATION**

This first amendment to the Agreement entered into by the First 5 Kings County Children and Families Commission (“Commission”), Agreement No. 2019-04-036e (“Amendment I”), is made on this _____ day of _____, 2020, by and between the County of Kings (“County”) and Kings County Community Action Organization (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the Commission and Contractor entered into that Agreement commencing on July 1, 2019, for a period of one (1) year, in which the Commission was identified as a “legal public agency established in accordance with the California Children and Families Act of 1998 (“the Act”); and

WHEREAS, the Commission was not established as a legal public agency under the Act but was, instead, established as an agency of the County, and therefore cannot enter into legally binding contracts without County approval; and

WHEREAS, as set forth in Section 24, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties wish to modify this Agreement to designate the County as a party to the Agreement instead of the Commission, extend the Agreement by one (1) year, update the Insurance provisions to comply with the County’s standards, and update the Notice provisions.

NOW, THEREFORE, the parties agree as follows:

1. References in this Amendment I to attachments are defined as follows:
 - A. **Attachment A** shall be effective from July 1, 2019 to June 30, 2020.
 - B. **Attachment A-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment A-1** is attached to the Amendment I and incorporated herein by this reference.

C. **Attachment B** shall be effective from July 1, 2019 to June 30, 2020.

D. **Attachment B-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment B-1** is attached to the Amendment I and incorporated herein by this reference.

E. **Attachment C** shall be effective from July 1, 2019 to June 30, 2020.

F. **Attachment C-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment C-1** is attached to the Amendment I and incorporated herein by this reference.

2. All references to the “Commission” throughout the Agreement are hereby amended to reflect the “County of Kings” or the “County.”

3. Section 3 shall be amended as follows:

This Agreement shall become effective on July 1, 2019 and shall terminate on June 30, 2021, unless otherwise terminated by the parties.

4. Section 16, Insurance, shall be replaced with the following language:

A. Without limiting County’s right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor’s Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with

a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

5. Section 19 of the Agreement is hereby amended as follows:

Notices to the County shall be sent to:

Program Officer
First 5 Kings County
330 Campus Drive
Hanford, California 93230
Fax: (559) 585-0818

6. The recitals are an integral part of this Amendment and are incorporated herein.

7. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Amendment I to Agreement to be executed on the day and year as provided above.

County

Contractor

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By: _____

REVIWED AND RECOMMENDED
FOR APPROVAL:

Edward Hill
Kings County Public Health Director and
First 5 Executive Director

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Cindy Crose Kliever

APPROVED:

By: _____
Sande Huddleston, Risk Manager

Attachments:
Attachment A-1: Individuals Handling Funds
Attachment B-1: Scope of Work
Attachment C-1 Project Budget

ATTACHMENT A-1
INDIVIDUALS HANDLING FUNDS

<p style="text-align: center;">The person having day-to-day responsibility for the project.</p> <p>Name: April Hatfield Title: Resource & Referral Manager Address: 1130 N 11th Ave Hanford CA 93230 Telephone Number: (559) 582-4386 ext. 222 Fax: (559) 582-4272 Email: ahatfield@kcao.org</p>
<p style="text-align: center;">The person to whom the person listed in #1 is accountable.</p> <p>Name: Ruth Rodriguez Title: Child Care Assistance Program Director Address: 1130 N 11th Ave Hanford CA 93230 Telephone Number: (559) 582-4386 ext. 220 Fax: (559) 582-4272 Email: rrodriguez@kcao.org</p>
<p style="text-align: center;">The Chief Executive of the implementing agency.</p> <p>Name: Jeff Garner, MPA Title: Executive Director Address: 1130 N 11th Ave Hanford CA 93230 Telephone Number: (559) 582-4386 ext. 201 Fax: (559) 582-2146 Email: jgarner@kcao.org</p>
<p style="text-align: center;">The Financial Officer for the project.</p> <p>Name: Sarah Lorah Title: Finance Director Address: 1130 N 11th Ave Hanford CA 93230 Telephone Number: (559) 582-4386 ext. 211 Fax: (559) 582-7536 Email: Slorah@kcao.org</p>
<p style="text-align: center;">The Project Director of the project.</p> <p>Name: Glenda Stephens Title: Deputy Director Address: 1130 N 11th Ave Hanford CA 93230 Telephone Number: (559) 582-4386 ext. 250 Fax: (559) 582-4272 Email: gstephens@kcao.org</p>
<p style="text-align: center;">The Chair of the Governing Body of the implementing agency.</p> <p>Name: Don Wright Title: Board of Directors Chairperson Address: 1130 N 11th Ave Hanford CA 93230 Telephone Number: (559) 582-4386 ext. 202 Fax: (559) 582-2146 Email: N/A</p>

ATTACHMENT B-1
SCOPE OF WORK

PROVIDER NAME: Kettleman City Family Resource Center

PAGE: 1 of 3

DIRECT SERVICES - EARLY CHILDHOOD EDUCATION SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
				Number to be served	Number of services provided	Number to be served	Number of times coordinated	
Early Childcare and Education	Quality early childcare and education services will be accessible.	Quality and affordable early childhood education and childcare services will be supported to allow for retention and expansion.	Provide home visitation services to children 0 to 3 and their parents using Identified curriculum.	10	160	7	112	R&R Manager
			Provide socialization events to children 0 to 5 enrolled in the home visitation program and other interested community members.	20	80	15	75	R&R Manager
			Provide Raising a Reader book bag rotation literacy program to children 0 to 5 enrolled at home visits and socialization events.	10	160	-----	-----	R&R Manager
			Provide developmental screening using ASQ tool for children 0 to 3.	30	50	-----	-----	R&R Manager

PROVIDER NAME: Kettleman City Family Resource Center

PAGE: 2 of 3

DIRECT SERVICES - RESOURCE & REFERRAL SERVICES

1 Strategic Plan Focus Area	2 Goals	3 Objective	4 Program Specific Activities	5 Children (0-5) to be served		6 Significant others to be served		7 Staff Responsible
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
Systems Integration & Alignment	A cohesive system of services for children and families will exist.	Early childhood education and health- related supports will be established to reflect desires of the community and needs of the families	The FRC will provide referral information to parents/caregivers of/and children 0-5.	30	50	20	40	RR Manager
			The FRC will provide resource assistance to parents/caregivers of/and children 0-5.	35	150	35	150	RR Manager

PROVIDER NAME: Kettleman City Family Resource Center

PAGE: 3 of 3

COORDINATED SERVICES

1 Strategic Plan Focus Area	2 Goals	3 Objective	4 Program Specific Activities	5 Children (0-5) to be served		6 Significant others to be served		7 Staff Responsible
				Number to be served	Number of times coordinated	Number to be served (unduplicated)	Number of times coordinated	
Systems Integration & Alignment	A cohesive system of services for children and families will exist	Communities will have physical places and spaces that promote early childhood education, support health and encourage interaction while leveraging resources to sustain.	Coordinate with local providers to provide food distribution to parents of children 0-5.	-----	-----	50	12	RR Manager
			Coordinate with local providers to provide parent workshops to parents and caregivers of children 0-5.	-----	-----	10	4	RR Manager
			Coordinate with local providers to provide counseling services to parents of children 0-5.	-----	-----	5	4	RR Manager
			Coordinate with SNAP ED to provide nutrition education to parents and caregivers of children 0-5.	-----	-----	10	4	RR Manager
			Coordinate with local providers to provide Parent Cafes to parents and caregivers of children 0-5.	-----	-----	12	8	RR Manager
			Coordinate with optometrist to provide ophthalmological services to children 0 to 5 and their families.	5	1	10	1	RR Manager
			Coordinate with Local providers to distribute items for Thanksgiving and Christmas holidays.	-----	-----	25	2	RR Manager

**ATTACHMENT C-1
PROJECT BUDGET**

Project Name: Kettleman City Family Resource Center			Contract Term: 7/1/20 - 6/30/21	
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
A. Personnel Costs				
<u>Child Care Assistance Program Director</u> (1.49% FTE) \$101.78 x 12 Months	\$1,221.32			\$1,221.32
<u>R&R Program Manager</u> (12.81%FTE) \$665.06 x 12 Months	\$7,980.07			\$7,980.07
<u>Office Assistant</u> (100% FTE) \$1,300.50 x 10 Months	\$13,005.00			\$13,005.00
<u>Home Visitor</u> (100% FTE) \$1,822.24 x 10 Months	\$ 18,222.40			\$ 18,222.40
<u>Salaries & Benefits</u> 25.94% of salary costs	\$ 10,488.08			\$ 10,488.08
TOTAL Personnel Costs	\$50,916.87			\$50,916.87
B. Operational Costs				
<u>Rent & Utilities</u> \$1,771.88 per month x 12 months Utilities, pest control, security	\$21,262.57			\$21,262.57
<u>Office Supplies & Materials</u> \$157.14 per month x 12 months Pens, paper, computer supplies, etc.	\$1,823.73			\$1,823.73
<u>Telephone & Communication</u> \$328.97 per month x 12 months Landline, cell phone, internet	\$3,947.64			\$3,947.64
<u>Postage/Mailing</u> \$1.84 per month x 12 months	\$22.00			\$22.00
<u>Printing/Copying</u> \$4.17 per month x 12 months Program use, brochures, and calendars	\$50.00			\$50.00
<u>Printer Lease</u> \$.29 per month x 12 months	\$3.48			\$3.48
<u>Insurance & Bond</u> \$70.37 per month x 12 months	\$844.44			\$844.44
TOTAL Operational Costs	\$ 27,953.86			\$ 27,953.86

Project Name: Kettleman City Family Resource Center		Contract Term: 7/1/20 - 6/30/21		
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
C. Program Costs				
<u>Travel</u> \$163.77 per month x 12 months	\$1,965.20			\$1,965.20
<u>Training & Conference</u> \$83.34 per month x 12 months	\$1,000.00			\$1,000.00
<u>Subcontractors (list all)</u>				
Program Materials & Supplies (Cost per month x grant term)				
<u>Other (list all)</u>				
TOTAL Program Costs	\$ 2,965.20			\$ 2,965.20
D. Capital Expenditures				
<u>List all Projects</u> Estimated Costs of completion				
<u>List all Projects</u> Estimated Costs of completion				
TOTAL Capital Costs				
E. Indirect Costs				
<u>Indirect Costs</u> 10.00% of direct costs	\$8,164.07			\$8,164.07
TOTAL Capital Costs	\$8,164.07			\$8,164.07
TOTAL PROJECT COSTS	\$90,000			\$90,000

Agreement No. _____

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND
KINGS COUNTY OFFICE OF EDUCATION**

This first amendment to the Agreement entered into by the First 5 Kings County Children and Families Commission (“Commission”), Agreement No. 2019-04-037g (“Amendment I”), is made on this _____ day of _____, 2020, by and between the County of Kings (“County”) and Kings County Office of Education (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the Commission and Contractor entered into that Agreement commencing on July 1, 2019, for a period of one (1) year, in which the Commission was identified as a “legal public agency established in accordance with the California Children and Families Act of 1998 (“the Act”); and

WHEREAS, the Commission was not established as a legal public agency under the Act but was, instead, established as an agency of the County, and therefore cannot enter into legally binding contracts without County approval; and

WHEREAS, as set forth in Section 24, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties wish to modify this Agreement to designate the County as a party to the Agreement instead of the Commission, extend the Agreement by one (1) year, update the Insurance provisions to comply with the County’s standards, and update the Notice provisions.

NOW, THEREFORE, the parties agree as follows:

1. References in this Amendment I to attachments are defined as follows:

1) **Attachment A** shall be effective from July 1, 2019 to June 30, 2020.

2) **Attachment A-1** shall be effective from July 1, 2020 to June 30, 2021.

Attachment A-1 is attached to the Amendment I and incorporated herein by this reference.

3) **Attachment B** shall be effective from July 1, 2019 to June 30, 2020.

4) **Attachment B-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment B-1** is attached to the Amendment I and incorporated herein by this reference.

5) **Attachment C** shall be effective from July 1, 2019 to June 30, 2020.

6) **Attachment C-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment C-1** is attached to the Amendment I and incorporated herein by this reference.

2. All references to the “Commission” throughout the Agreement are hereby amended to reflect the “County of Kings” or the “County.”

3. Section 3 shall be amended as follows:

This Agreement shall become effective on July 1, 2019 and shall terminate on June 30, 2021, unless otherwise terminated by the parties.

4. Section 16, Insurance, shall be replaced with the following language:

A. Without limiting County’s right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor’s Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required

according to the California Labor Code.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

5. Section 19 of the Agreement is hereby amended as follows:

Notices to the County shall be sent to:

Program Officer
First 5 Kings County
330 Campus Drive
Hanford, California 93230
Fax: (559) 585-0818

6. The recitals are an integral part of this Amendment and are incorporated herein.

7. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Amendment I to Agreement to be executed on the day and year as provided above.

County

Contractor

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By: _____

REVIWED AND RECOMMENDED
FOR APPROVAL:

Edward Hill
Kings County Public Health Director and
First 5 Executive Director

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Cindy Crose Kliever

APPROVED:

By: _____
Sande Huddleston, Risk Manager

Attachments:

Attachment A-1: Individuals Handling Funds

Attachment B-1: Scope of Work

Attachment C-1: Project Budget

REVISED ATTACHMENT A-1
INDIVIDUALS HANDLING FUNDS

The person having day-to-day responsibility for the project.
Name: Brenda Naranjo Title: ECE Consultant Address: 876 E. D Street, Lemoore, CA 93245 Telephone Number: 559-589-7099 Fax: 559-589-7018 Email: brenda.naranjo@kingscoe.org
The person to whom the person listed in #1 is accountable.
Name: Rebecca Villa Title: Director, ECE Programs Address: 876 E. D Street, Lemoore, CA 93245 Telephone Number: (559) 589-2608 Fax: (559) 589-7018 Email: rebecca.villa@kingscoe.org
The Chief Executive of the implementing agency.
Name: Todd Barlow Title: Kings County Superintendent of Schools Address: 1144 W. Lacey Blvd., Hanford, CA 93230 Telephone Number: (559) 589-7098 Fax: (559) 589-7000 Email: todd.barlow@kingscoe.org
The Financial Officer for the project.
Name: Sonia Borges Title: Staff Accountant Address: 1144 W. Lacey Blvd., Hanford, CA 93230 Telephone Number: (559) 589-7051 Fax: (559) 589-7000 Email: Sonia.borges@kingscoe.org
The Project Director of the project.
Name: Rebecca Villa Title: Director, ECE Programs Address: 876 E. D Street, Lemoore, CA 93245 Telephone Number: (559) 589-7075 Fax: (559) 589-7006 Email: rebecca.villa@kingscoe.org
The Chair of the Governing Body of the implementing agency.
Name: Mary Gonzales-Gomez Title: Board President, Kings County Board of Education Address: 1144 W. Lacey Blvd., Hanford, CA 93230 Telephone Number: (559) 589-2506 Fax: (559) 589-7001 Email: mary.gonzales-gomez@kingscoe.org

**REVISED ATTACHMENT B-1
SCOPE OF WORK**

1	2	3	4	5	6	7		
Strategic Plan Focus Area	Goal	Strategy	Program Specific Activities	# of People/Sites to be served	# of Services to be provided	Data Sources/ Indicator		
Early Childcare & Education	Quality Early childcare & education services will be accessible	Strong Professional Development system will be in place that improves the quality of ECE services	Quality Improvement Activities	Enroll and provide KCCAQ program orientation to sites.	70	70	Applications/Meet & Greet	
				Provide technical assistance, professional growth trainings and material supports in response to the needs identified through the assessment process	19	50	Sign in sheets, assessment scores, center data	
				Provide coaching by KCAQ staff to FCC providers via in person visits, telephone contact, email, texting or other forms of electronic contact.	13	104	Contact Logs	
			Participant Level Services	Provide technical assistance to CARES participants in include: reviewing PGP, assistance with permit applications, access to higher education, and or coaching and mentoring (if participant does not have access to these services through their employer)	43	50	Contact Logs	
				Coordinated Services	Provide trainings in collaboration with KCAO’s R&R program that will align with the QRIS elements for FCC sites	15	2	Sign in Sheets/calendar
					Establish and distribute a county-wide training calendar for ECE professionals by publishing to the CARES and First 5 website and sending the link to partners & participants	200	Update quarterly	Published calendar

REVISED ATTACHMENT C-1

PROJECT BUDGET

Project Name: Kings County Office of Education			Contract Term: 7/1/19-6/30/20	
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
A. Personnel Costs				
<u>ECE Consultants</u> (1. FTE) Costs (\$4,587 x 12 months)	\$55,050	\$0	\$0	\$55,050
<u>Benefits</u>	\$22,789	\$0	\$0	\$22,789
TOTAL Personnel Costs	\$77,839	\$0	\$0	\$77,839
B. Total Operational Costs				
<u>Rent & Utilities</u> (\$66 x 12 months)	\$792	\$0	\$0	\$792
<u>Computer Maintenance/Internet</u> (1 computers @ \$500)	\$500	\$0	\$0	\$500
TOTAL Operational Costs	\$1,292	\$0	\$0	\$1,292
C. Program Costs				
<u>Program Materials & Supplies</u> (\$6,008 x 12 months)	\$4,062	\$0	\$0	\$4,062
TOTAL Program Costs	\$4,062	\$0	\$0	\$4,062
D. Indirect Costs				
<u>Indirect Costs</u> 8.15%	\$7,159	\$0	\$0	\$7,159
TOTAL Indirect Costs	\$7,159	\$0	\$0	\$7,159
TOTAL PROJECT COSTS				
	\$90,352	\$0	\$0	\$90,352

Agreement No. _____

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND
KINGS COUNTY OFFICE OF EDUCATION**

This first amendment to the Agreement entered into by the First 5 Kings County Children and Families Commission (“Commission”), Agreement No. 2019-04-037h (“Amendment I”), is made on this _____ day of _____, 2020, by and between the County of Kings (“County”) and Kings County Office of Education (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the Commission and Contractor entered into that Agreement commencing on July 1, 2019, for a period of one (1) year, in which the Commission was identified as a “legal public agency established in accordance with the California Children and Families Act of 1998 (“the Act”); and

WHEREAS, the Commission was not established as a legal public agency under the Act but was, instead, established as an agency of the County, and therefore cannot enter into legally binding contracts without County approval; and

WHEREAS, as set forth in Section 24, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties wish to modify this Agreement to designate the County as a party to the Agreement instead of the Commission, extend the Agreement by one (1) year, update the Insurance provisions to comply with the County’s standards, and update the Notice provisions.

NOW, THEREFORE, the parties agree as follows:

1. References in this Amendment I to attachments are defined as follows:
 - A. **Attachment A** shall be effective from July 1, 2019 to June 30, 2020.
 - B. **Attachment A-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment A-1** is attached to the Amendment I and incorporated herein by this reference.
 - C. **Attachment B** shall be effective from July 1, 2019 to June 30, 2020.

D. **Attachment B-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment B-1** is attached to the Amendment I and incorporated herein by this reference.

E. **Attachment C** shall be effective from July 1, 2019 to June 30, 2020.

F. **Attachment C-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment C-1** is attached to the Amendment I and incorporated herein by this reference.

2. All references to the “Commission” throughout the Agreement are hereby amended to reflect the “County of Kings” or the “County.”

3. Section 3 shall be amended as follows:

This Agreement shall become effective on July 1, 2019 and shall terminate on June 30, 2021, unless otherwise terminated by the parties.

4. Section 16, Insurance, shall be replaced with the following language:

A. Without limiting County’s right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor’s Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include

owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

5. Section 19 of the Agreement is hereby amended as follows:

Notices to the County shall be sent to:

Program Officer
First 5 Kings County
330 Campus Drive
Hanford, California 93230
Fax: (559) 585-0818

6. The recitals are an integral part of this Amendment and are incorporated herein.

7. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Amendment I to Agreement to be executed on the day and year as provided above.

County

Contractor

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By: _____

REVIWED AND RECOMMENDED
FOR APPROVAL:

Edward Hill
Kings County Public Health Director and
First 5 Executive Director

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Cindy Crose Kliever

APPROVED:

By: _____
Sande Huddleston, Risk Manager

Attachments:
Attachment A-1: Individuals Handling Funds
Attachment B-1: Scope of Work
Attachment C-1: Project Budget

ATTACHMENT A-1

INDIVIDUALS HANDLING FUNDS

	The person having day-to-day responsibility for the project.
Name:	Sandra Cuadros
Title:	FRC Advisor
Address:	315 W. Lacey Blvd., Hanford, CA 93230
Telephone Number:	559-589-2686
Fax:	559-589-7018
Email:	sandra.cuadros@kingscoe.org
	The person to whom the person listed in #1 is accountable.
Name:	Rebecca Villa
Title:	Director, ECE Programs
Address:	876 E. D Street, Lemoore, CA 93245
Telephone Number:	(559) 589-2608
Fax:	(559) 589-7018
Email:	rebecca.villa@kingscoe.org
	The Chief Executive of the implementing agency.
Name:	Todd Barlow
Title:	Kings County Superintendent of Schools
Address:	1144 W. Lacey Blvd., Hanford, CA 93230
Telephone Number:	(559) 589-7098
Fax:	(559) 589-7000
Email:	todd.barlow@kingscoe.org
	The Financial Officer for the project.
Name:	Sonia Borges
Title:	Staff Accountant
Address:	1144 W. Lacey Blvd., Hanford, CA 93230
Telephone Number:	(559) 589-7051
Fax:	(559) 589-7000
Email:	Sonia.borges@kingscoe.org
	The Project Director of the project.
Name:	Rebecca Villa
Title:	Director, ECE Programs
Address:	876 E. D Street, Lemoore, CA 93245
Telephone Number:	(559) 589-7075
Fax:	(559) 589-7006
Email:	rebecca.villa@kingscoe.org
	The Chair of the Governing Body of the implementing agency.
Name:	Mary Gonzales-Gomez
Title:	Board President, Kings County Board of Education
Address:	1144 W. Lacey Blvd., Hanford, CA 93230
Telephone Number:	(559) 589-2506
Fax:	(559) 589-7001
Email:	mary.gonzales-gomez@kingscoe.org

ATTACHMENT B-1

SCOPE OF WORK

PROVIDER NAME: Lemoore Family Connection

DIRECT SERVICES - EARLY CHILDHOOD EDUCATION SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
Early Childcare and Education	Quality early childcare and education services will be accessible.	Quality and affordable early childhood education and childcare services will be supported to allow for retention and expansion.	Provide Cuddle Crew Early Care & Education Activities to infants (0-12 months) and their parents.	25	45	25	45	FRC Staff
			Provide Sing & Play Early Care & Education Activities to toddlers (1-2 years) and their parents.	82	165	82	165	FRC Staff
			Provide Art Explosion Early Care and Education Activities to toddlers (1-2 years).	82	155	82	160	FRC Staff
			Provide My 5 Senses Early Care and Education Activities to toddlers (1-2 years).	88	155	72	160	FRC Staff
			Provide Explore and Learn Early Care and Education Activities to toddlers (1-2 years).	77	187	72	176	FRC Staff
			Provide physical fitness activities “Motor Movements” to children age 3-5.	82	154	----	----	FRC Staff
			Provide Smart Art Education to preschool age children (3-5 years).	95	190	----	----	FRC Staff
			Provide Compu Kids Early Care and Education activities to preschool age children (3-5 years).	75	160	----	----	FRC Staff
			Provide Snack Attack Early Care and Education activities to preschool age children (3-5 years).	90	160	----	----	FRC Staff
			Provide Playing to Learn activities to preschool age children (3-5 years).	80	165	----	----	FRC Staff

PROVIDER NAME: Lemoore Family Connection

DIRECT SERVICES - EARLY CHILDHOOD EDUCATION SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
Early Childcare and Education	Quality early childcare and education services will be accessible.	Quality and affordable early childhood education and childcare services will be supported to allow for retention and expansion.		Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
			Provide Sesame Street Fun Early Care and Education Services to preschool age children (3-5 years).	85	175	----	----	FRC Staff
			Provide ASQ Developmental Screenings to children age 0-5.	140	140	----	----	FRC Staff
			Provide Car Seat Safety Training and Installation to Parents of Children 0-5.	----	----	25	25	FRC Staff
			Provide Car Seats to Children age 0-5, For the parents who attend Car Seat Safety Training and Installation.	25	25	----	---	FRC Staff
			Provide Tool Time to parents of/and children (3-5 years).	75	125	60	125	FRC Staff
			Provide Family Story Time early literacy activities to parents of and children 0-5.	65	125	60	125	FRC Staff
			Provide Family Literacy Events to families of/and children age 0-5.	120	187	90	150	FRC Staff
			Provide Family socialization events with self-directed activities to families of children age 0-5.	70	135	60	110	FRC Staff
			Provide Hands on Science to families of/and children 0-5	50	70	50	70	FRC Staff
Provide Story Time Early Literacy activities to preschool age children.	70	132	----	----	FRC Staff			

PROVIDER NAME: Lemoore Family Connection

DIRECT SERVICES - RESOURCE & REFERRAL SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
Systems Integration & Alignment	A cohesive system of services for children and families will exist.	Early childhood education and health-related supports will be established to reflect desires of the community and needs of the families	The FRC will provide referral information to parents/caregivers of/and children 0-5.	20	20	10	15	FRC Staff
			The FRC will provide resource assistance to parents/caregivers of/and children 0-5.	----	600	----	----	FRC Staff

PROVIDER NAME: Lemoore Family Connection

COORDINATED SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
				Number to be served	Number of times coordinated	Number to be served	Number of times coordinated	
Systems Integration & Alignment	A cohesive system of services for children and families will exist	Communities will have physical places and spaces that promote early childhood education, support health and encourage interaction while leveraging resources to sustain.	Coordinate with local provider(s) to provide Community Resource presentations for parents of/and children age 0-5.	30	8	30	8	FRC Staff
			Coordinate with Joe Neves to provide Pictures with Santa to children age 0-5.	40	1	----	----	FRC Staff
			Coordinate with Kings View to provide Parent Education to parents of children age 0-5.	----	----	35	5	FRC Staff
			Coordinate with Cal Viva to provide Parent Education to parents of children age 0-5.	----	----	25	6	FRC Staff
			Coordinate with local agency(ies) to provide Parent Education on asthma education, health, and safety related topics to parents of children age 0-5.	----	----	25	4	FRC Staff

PROVIDER NAME: Hanford Family Connection

DIRECT SERVICES - EARLY CHILDHOOD EDUCATION SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
Early Childcare and Education	Quality early childcare and education services will be accessible.	Quality and affordable early childhood education and childcare services will be supported to allow for retention and expansion.		Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
			Provide Cuddle Crew Early Care & Education Activities to infants (0-12 months) and their parents.	30	60	30	60	FRC Staff
			Provide Sing & Play Early Care & Education Activities to toddlers (1-2 years) and their parents.	110	240	105	235	FRC Staff
			Provide Art Explosion Early Care and Education Activities to toddlers (1-2 years).	115	230	100	220	FRC Staff
			Provide My 5 Senses Early Care and Education Activities to toddlers (1-2 years).	100	210	105	200	FRC Staff
			Provide Explore & Learn Early Care and Education Activities to toddlers (1-2 years).	105	210	105	200	FRC Staff
			Provide physical fitness activities “Motor Movements” to children age 3-5.	100	200	----	----	FRC Staff
			Provide Smart Art Education to preschool age children (3-5 years).	110	250	----	----	FRC Staff
			Provide Story Time Early Literacy Activities to preschool age children (3-5 years).	100	180	----	----	FRC Staff
			Provide Compu Kids Early Care and Education activities to preschool age children (3-5 years).	90	155	----	----	FRC Staff
			Provide Snack Attack Early Care and Education activities to preschool age children (3-5 years).	110	200	----	----	FRC Staff
			Provide Playing to Learn activities to preschool age children (3-5 years).	100	200	----	----	FRC Staff
			Provide Sesame Street Fun Early Care and Education Services to preschool age children (3-5 years).	110	210	----	----	FRC Staff

PROVIDER NAME: Hanford Family Connection

DIRECT SERVICES - EARLY CHILDHOOD EDUCATION SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
Early Childcare and Education	Quality early childcare and education services will be accessible.	Quality and affordable early childhood education and childcare services will be supported to allow for retention and expansion.	Provide ASQ Developmental Screenings to children age 0-5.	175	175	----	----	FRC Staff
			Provide Car Seat Safety Training and Installation to Parents of Children 0-5.	----	----	25	25	FRC Staff
			Provide Tool Time to parents of/and children (3-5 years).	105	200	100	180	FRC Staff
			Provide Family Story Time early literacy activities to parents of and children 0-5.	100	150	80	120	FRC Staff
			Provide Family Literacy Events to families of/and children age 0-5.	155	210	120	155	FRC Staff
			Provide Family socialization events with self-directed activities to families of children age 0-5.	100	150	90	120	FRC Staff
			Provide Hands on Science to families of/and children 0-5	60	80	60	80	FRC Staff

PROVIDER NAME: Hanford Family Connection

DIRECT SERVICES

RESOURCE & REFERRAL SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
Systems Integration & Alignment	A cohesive system of services for children and families will exist.	Early childhood education and health-related supports will be established to reflect desires of the community and needs of the families	The FRC will provide referral information to parents/caregivers of/and children 0-5. (Child)	20	20	20	20	FRC Staff
			The FRC will provide resource assistance to parents/caregivers of/and children 0-5.	----	800	----	----	FRC Staff

ATTACHMENT C-1

PROJECT BUDGET

Project Name: Kings County Office of Education			Contract Term: 7/1/20 -6/30/21	
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
A. Personnel Costs				
<u>FRC Administrator</u> (1% FTE) Costs (\$103.42/month x 12 months)	\$1,241	\$0	\$0	\$1,241
<u>FRC Advisor</u> (30% FTE) Costs (\$1,126.08/month x 12 months)	\$13,513	\$0	\$0	\$13,513
<u>FRC Specialists</u> (2.0 FTE) Costs (\$7,369.67/month x 12 months)	\$88,436	\$0	\$0	\$88,436
<u>FRC Assistants</u> (2.0 FTE) Costs (\$6,308.83/month x 12 months)	\$75,706	\$0	\$0	\$75,706
<u>Salaries & Benefits</u>	\$88,296	\$0	\$0	\$88,296
TOTAL Personnel Costs	\$267,192	\$0	\$0	\$267,192
B. Operational Costs				
<u>Rent & Utilities</u> (\$7,151.83 x 12 months)	\$85,822	\$0	\$0	\$85,822
<u>Facilities and Maintenance</u> (\$1,176.67 x 12 months)	\$14,120	\$0	\$0	\$14,120
<u>Office Supplies & Materials</u> (\$125 x 12 months)	\$1,500	\$0	\$0	\$1,500
<u>Computer Maintenance</u> (8 computers @\$419)	\$3,155	\$0	\$0	\$3,155
TOTAL Operational Costs	\$104,597	\$0	\$0	\$104,597

C. Program Costs				
<u>Travel</u> (227 monthly mileage estimates @ \$.57 mileage reimbursement rate x 12 months grant term)	\$1,550	\$0	\$0	\$1,550
Motor Pool Expense (\$17 x 12 months)	\$100	\$0	\$0	\$100
Program Materials & Supplies (\$650 x 12 months)	\$20,091	\$0	\$0	\$20,091
TOTAL Program Costs	\$21,741	\$0	\$0	\$21,741
D. Indirect Costs				
<u>Indirect Costs</u> 8.15% of indirect cost rate	\$31,482	\$0	\$0	\$31,482
TOTAL Indirect Costs	\$31,482	\$0	\$0	\$31,482
TOTAL PROJECT COSTS	\$425,012	\$0	\$0	\$425,012

Agreement No. _____

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND
KINGS UNITED WAY**

This first amendment to the Agreement entered into by the First 5 Kings County Children and Families Commission (“Commission”), Agreement No. 2019-06-042 (“Amendment I”), is made on this _____ day of _____, 2020, by and between the County of Kings (“County”) and Kings United Way (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the Commission and Contractor entered into that Agreement commencing on July 1, 2019, for a period of one (1) year, in which the Commission was identified as a “legal public agency established in accordance with the California Children and Families Act of 1998 (“the Act”); and

WHEREAS, the Commission was not established as a legal public agency under the Act but was, instead, established as an agency of the County, and therefore cannot enter into legally binding contracts without County approval; and

WHEREAS, as set forth in Section 24, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties wish to modify this Agreement to designate the County as a party to the Agreement instead of the Commission, extend the Agreement by one (1) year, update the Insurance provisions to comply with the County’s standards, and update the Notice provisions.

NOW, THEREFORE, the parties agree as follows:

1. References in this Amendment I to attachments are defined as follows:
 - 1) **Attachment A** shall be effective from July 1, 2019 to June 30, 2020.
 - 2) **Attachment A-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment A-1** is attached to the Amendment I and incorporated herein by this reference.
 - 3) **Attachment B** shall be effective from July 1, 2019 to June 30, 2020.

4) **Attachment B-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment B-1** is attached to the Amendment I and incorporated herein by this reference.

5) **Attachment C** shall be effective from July 1, 2019 to June 30, 2020.

6) **Attachment C-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment C-1** is attached to the Amendment I and incorporated herein by this reference.

7) **Attachment D** shall be effective from July 1, 2019 to June 30, 2020.

8) **Attachment D-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment D-1** is attached to the Amendment I and incorporated herein by this reference.

2. All references to the “Commission” throughout the Agreement are hereby amended to reflect the “County of Kings” or the “County.”

3. Section 3 shall be amended as follows:

This Agreement shall become effective on July 1, 2019 and shall terminate on June 30, 2021, unless otherwise terminated by the parties.

4. Section 16, Insurance, shall be replaced with the following language:

A. Without limiting County’s right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor’s Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. One Million Dollars (\$1,000,000) Per occurrence and Three Million Dollars (\$3,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

5. Section 19 of the Agreement is hereby amended as follows:

Notices to the County shall be sent to:

Program Officer
First 5 Kings County
330 Campus Drive
Hanford, California 93230
Fax: (559) 585-0818

6. The recitals are an integral part of this Amendment and are incorporated herein.

7. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment I to Agreement to be executed on the day and year as provided above.

County

Contractor

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By: _____

By: _____
Edward Hill
Kings County Director of Public Health and
First 5 Executive Director

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel

APPROVED:

By: _____
Sande Huddleston, Risk Manager

- Attachments:
- Attachment A-1: Individuals Handling Funds
 - Attachment B-1: Scope of Work
 - Attachment C-1: Project Budget
 - Attachment D-1: Signatory Authorization

ATTACHMENT A-1

INDIVIDUALS HANDLING FUNDS

<p>The person having day-to-day responsibility for the project.</p> <p>Name: Erika Lopez Title: 211 Coordinator Address: 125 W. 7th Street Hanford, CA 93230 Telephone Number: 559-584-1536 Fax: 559-584-1098 Email: erikal@kingsunitedway.org</p>
<p>The person to whom the person listed in #1 is accountable.</p> <p>Name: Nanette Villarreal Title: Executive Director Address: 125 W. 7th Street Hanford, CA 93230 Telephone Number: 559-584-1536 Fax: 559-584-1098 Email: nanettev@kingsunitedway.org</p>
<p>The Chief Executive of the implementing agency.</p> <p>Name: Nanette Villarreal Title: Executive Director Address: 125 W. 7th Street Hanford, CA 93230 Telephone Number: 559-584-1536 Fax: 559-584-1098 Email: nanettev@kingsunitedway.org</p>
<p>The Financial Officer for the project.</p> <p>Name: Dorothea Williams Title: Bookkeeper Address: 125 W. 7th Street Hanford, CA 93230 Telephone Number: 559-584-1536 Fax: 559-584-1098 Email: dorotheawilliams@kingsunitedway.org</p>
<p>The Project Director of the project.</p> <p>Name: Nanette Villarreal Title: Executive Director Address: 125 W. 7th Street Hanford, CA 93230 Telephone Number: 559-584-1536 Fax: 559-584-1098 Email: nanettev@kingsunitedway.org</p>
<p>The Chair of the Governing Body of the implementing agency.</p> <p>Name: Bobbie Wartson Title: Board President Address: 125 W. 7th Street Hanford, CA 93230 Telephone Number: 559-584-1536 Fax: 559-584-1098 Email: bobbie.wartson@kcco.org</p>

ATTACHMENT B-1

SCOPE OF WORK

PROVIDER NAME: Kings United Way

PAGE: 1 of 2

1	2	3	4	6	
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Deliverables	
				Due Date	Staff Responsible
Systems Integration & Alignment	A cohesive system of services for children and families will exist	Communities will have physical places and spaces that promote early childhood education, support health and encourage interaction while leveraging resources to sustain.	Maintain a current, comprehensive, computerized inventory of community resources for residents of Kings County in the Spanish language.	6/30/21	211 Database Specialist
			Conduct presentations throughout Kings County in Spanish to promote the use of 211 services.	6/30/21	211 Coordinator
			Participate in tabling events throughout Kings County with a concentration on rural areas that are densely populated with Spanish-speaking residents.	6/30/21	211 Coordinator
			Conduct one (1) focus groups in Spanish to gather feedback on resource information in the 211 database.	6/30/21	211 Coordinator 211 Database Specialist

PROVIDER NAME: Kings United Way

PAGE: 2 of 2

1	2	3	4	6	
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Deliverables	
Systems Integration & Alignment	A cohesive system of services for children and families will exist	Communities will have physical places and spaces that promote early childhood education, support health and encourage interaction while leveraging resources to sustain.		Due Date	Staff Responsible
			Conduct follow-up calls to determine if Spanish-speaking callers received needed services and provide additional I&R service, if needed.	6/30/21	211 Database Specialist
			Monitor tabling events and presentations to ensure appropriate service delivery to target population.	6/30/21	Executive Director
			Review client satisfaction surveys and determine if changes are needed to ensure quality services.	6/30/21	Executive Director

ATTACHMENT C-1

PROJECT BUDGET

Project Name: Kings United Way 211 Intellifull			Contract Term: 07/01/20 -06/30/21	
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
A. Personnel Costs				
211 Coordinator (.25 FTE) Costs (\$41600 annually) Marketing and Outreach	\$10,400	\$0	\$0	\$10,400
211 Database Specialist (.25 FTE) Costs (\$37440 annually) Responsible for database and follow-up	\$9,360	\$0	\$0	\$9,360
Executive Director (.10 FTE) Costs (\$70270 Annually) Project supervision and evaluation	\$7,027	\$0	\$0	\$7,027
Salaries & Benefits 25% of salaries	\$6,697	\$0	\$0	\$6,697
TOTAL Personnel Costs	\$33,484	\$0	\$0	\$33,484
B. Program Costs				
Travel (100 @ \$.575 mile/mile x 12 months) Mileage for outreach and education	\$690	\$0	\$0	\$690
Program Materials & Supplies (\$102.17/mo x 12 months) Materials for marketing and outreach	\$1,226	\$0	\$0	\$1,226
Lease Costs (\$150/mo x 12 mo) Office space proportionate to 211 team @ 25%	\$1,800	\$0	\$0	\$1,800
TOTAL Program Costs	\$3,716	\$0	\$0	\$3,716
D. Indirect Costs				
Indirect Costs 7% of indirect cost rate Bookkeeper, audit, and related costs	\$2,800	\$0	\$0	\$2,800
TOTAL Indirect Costs	\$2,800	\$0	\$0	\$2,800
TOTAL PROJECT COSTS				
TOTAL PROJECT COSTS	\$40,000	\$0	\$0	\$40,000

ATTACHMENT D-1

SIGNATORY AUTHORIZATION

AUTHORIZED SIGNATORY NAME	TITLE
Nanette Villarreal	Executive Director

Agreement No. _____

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND
RECREATION ASSOCIATION OF CORCORAN**

This first amendment to the Agreement entered into by the First 5 Kings County Children and Families Commission (“Commission”), Agreement No. 2019-04-036b (“Amendment I”), is made on this _____ day of _____, 2020, by and between the County of Kings (“County”) and Recreation Association of Corcoran (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the Commission and Contractor entered into that Agreement commencing on July 1, 2019, for a period of one (1) year, in which the Commission was identified as a “legal public agency established in accordance with the California Children and Families Act of 1998 (“the Act”); and

WHEREAS, the Commission was not established as a legal public agency under the Act but was, instead, established as an agency of the County, and therefore cannot enter into legally binding contracts without County approval; and

WHEREAS, as set forth in Section 24, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties wish to modify this Agreement to designate the County as a party to the Agreement instead of the Commission, extend the Agreement by one (1) year, update the Insurance provisions to comply with the County’s standards, and update the Notice provisions.

NOW, THEREFORE, the parties agree as follows:

1. References in this Amendment I to attachments are defined as follows:
 - 1) **Attachment A** shall be effective from July 1, 2019 to June 30, 2020.
 - 2) **Attachment A-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment A-1** is attached to the Amendment I and incorporated herein by this reference.
 - 3) **Attachment B** shall be effective from July 1, 2019 to June 30, 2020.

4) **Attachment B-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment B-1** is attached to the Amendment I and incorporated herein by this reference.

5) **Attachment C** shall be effective from July 1, 2019 to June 30, 2020.

6) **Attachment C-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment C-1** is attached to the Amendment I and incorporated herein by this reference.

2. All references to the “Commission” throughout the Agreement are hereby amended to reflect the “County of Kings” or the “County.”

3. Section 3 shall be amended as follows:

This Agreement shall become effective on July 1, 2019 and shall terminate on June 30, 2021, unless otherwise terminated by the parties.

4. Section 16, Insurance, shall be replaced with the following language:

A. Without limiting County’s right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor’s Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

5. Section 19 of the Agreement is hereby amended as follows:

Notices to the County shall be sent to:

Program Officer
First 5 Kings County
330 Campus Drive
Hanford, California 93230
Fax: (559) 585-0818

6. The recitals are an integral part of this Amendment and are incorporated herein.

7. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Amendment I to Agreement to be executed on the day and year as provided above.

County

Contractor

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By: _____

REVIWED AND RECOMMENDED
FOR APPROVAL:

Edward Hill
Kings County Public Health Director and
First 5 Executive Director

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel

APPROVED:

By: _____
Sande Huddleston, Risk Manager

Attachments:
Attachment A-1: Individuals Handling Funds
Attachment B-1: Scope of Work
Attachment C-1: Project Budget

ATTACHMENT A-1
INDIVIDUALS HANDLING FUNDS

The person having day-to-day responsibility for the project.

Name: Ana Collins
Title: FRC Coordinator
Address: P.O. Box 176, Corcoran CA 93212
Telephone Number: (559) 992-5880
Fax: (559) 992-5799
Email: ana@raccorcoran.org

The person to whom the person listed in #1 is accountable.

Name: Steve Brown
Title: Executive Director/ FRC Director
Address: P. O. Box 176, Corcoran CA 93212
Telephone Number: (559)992-5171
Fax: (559)992-5173
Email: steve@cracorcoran.org

The Chief Executive of the implementing agency.

Name: Steve Brown
Title: Executive Director/FRC Director
Address: P.O. Box 176, Corcoran CA 93212
Telephone Number: (559)992-5171
Fax: (559)992-5173
Email: steve@cracorcoran.org

The Financial Officer for the project.

Name: Jeniffer Gonsalves
Title: Thurman & Thurman CPA—Accountant
Address: 1220 Jepsen Avenue, Corcoran CA 93212
Telephone Number: (559)992-4118
Fax: (559)992-4110
Email: tandt@novastormsystems.com

The Project Director of the project.

Name: Ana Collins
Title: FRC Coordinator
Address: P.O. Box 176, Corcoran CA 93212
Telephone Number: (559) 992-5880
Fax: (559) 992-5799
Email: ana@raccorcoran.org

The Chair of the Governing Body of the implementing agency.

Name: Jim Razor
Title: RAC Board President
Address: 1620 Whitley Ave Corcoran, CA 93212
Telephone Number: (559) 992-5011 est. 4208
Fax:
Email: jrazpr@jgboswell.com

ATTACHMENT B-1

SCOPE OF WORK

PROVIDER NAME: Corcoran Family Resource Center

PAGE: 1 of 3

DIRECT SERVICES - EARLY CHILDHOOD EDUCATION SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
				Number to be served	Number of services provided	Number to be served	Number of times coordinated	
Early Childcare and Education	Quality early childcare and education services will be accessible.	Quality and affordable early childhood education and childcare services will be supported to allow for retention and expansion.	The FRC Staff will provide Tummy Play Time classes for children 0-6 months of age and their parents.	15	45	15	45	FRC Coordinator
			The FRC Staff will provide early childhood activities (Time 2 Finger Paint) and literacy skills to children 6 months old to 24 months old.	35	200	20	180	FRC Coordinator
			The FRC Staff will provide child development instruction to children age 0-5 in tandem with Parent Education Workshop	20	20	15	15	FRC Coordinator
			The FRC Staff will provide Little Chef's Kitchen cooking healthy snack classes for children 2 to 5 years of age.	40	130	30	90	FRC Coordinator
			The FRC Staff will provide early childhood activities (Let's Get Creative) and literacy skills to children 2 to 5 years old.	30	20	-----	-----	FRC Coordinator
			The FRC Staff will provide Let's Move & Play dance classes for children 2 to 5 years old.	70	275	----	-----	FRC Coordinator
			The FRC Staff will provide Pottery & Painting (Time 4 Art) classes to children 3 to 5 years old.	70	275	-----	-----	FRC Coordinator
			The FRC Staff will provide (Dramatic Play) classes to children 2 to 5 years old.	40	130	-----	-----	FRC Coordinator

PROVIDER NAME: Corcoran Family Resource Center

PAGE: 2 of 3

DIRECT SERVICES - RESOURCE & REFERRAL SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
Systems Integration & Alignment	A cohesive system of services for children and families will exist.	Early childhood education and health-related supports will be established to reflect desires of the community and needs of the families		Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
			The FRC will provide referral information to parents/caregivers of/and children 0-5.	60	70	110	120	FRC Coordinator
			The FRC will provide resource assistance to parents/caregivers of/and children 0-5.	100	160	200	250	FRC Coordinator

PROVIDER NAME: Corcoran Family Resource Center

PAGE: 3 of 3

COORDINATED SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
				Number to be served	Number of times coordinated	Number to be served	Number of times coordinated	
Systems Integration & Alignment	A cohesive system of services for children and families will exist	Communities will have physical places and spaces that promote early childhood education, support health and encourage interaction while leveraging resources to sustain.		40	170	-----	-----	FRC Coordinator
			Coordinate with UCP to provide Parent & Me to children 0-5.	-----	-----	10	30	FRC Coordinator
			Coordinate with Kings View to provide counseling services to parents of children 0-5.	-----	-----	20	3	FRC Coordinator
			Coordinate with local provider to provide community Baby Shower for expectant mothers.	-----	-----	20	3	FRC Coordinator
			Coordinate with local provide to provide car seat installation and education services to parents of children 0-5	-----	-----	20	5	FRC Coordinator
			Coordinate with local provider to provide Parent Education Workshops to parents of children 0-5	20	3	25	3	FRC Coordinator
			Coordinate with local agencies to provide Health and Nutrition Awareness trainings and workshops to children 0-5 and their parents.	-----	-----	80	10	FRC Coordinator
			Coordinate with Community Food Bank to provide fresh fruits and vegetables to parents of children 0-5 years old.					

**ATTACHMENT C-1
PROJECT BUDGET**

Project Name: Corcoran Family Resource Center		Contract Term: 7/1/2020-6/30/2021		
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
A. Personnel Costs				
<u>Program Coordinator</u> (100 % FTE) \$1,633.60x 26 pay periods Coordinates daily management of FRC	\$42,473.60	\$0	\$0	\$42,473.60
<u>Child Enrichment Teacher</u> (100 % FTE) \$812 X 26 pay periods Provides direct daily services & data	\$21,112	\$0	\$0	\$21,112
<u>Salaries & Benefits</u> 21% of salary costs	\$15,757	\$0	\$0	\$15,757
TOTAL Personnel Costs	\$79,342.60	\$0	\$0	\$79,342.60
B. Operational Costs				
<u>Rent & Utilities</u> (\$333 per month x 12 months) including, Gas, Elec. etc.	\$3,996	\$15,849	\$0	\$19,845
<u>Office Supplies & Materials</u> (\$416.66 x 12 months(pens, paper etc.)	\$2,500	\$0	\$1,500	\$4,000
<u>Telephone & Communication</u> (\$351.83 x 12 months)Landline, cell phone and internet	\$3,500	\$0	\$722	\$4,222
<u>Postage/Mailing</u> (\$41.66x 12 months)Stamps & Bulk mail	\$450	\$0	\$50	\$500
<u>Printing/Copying</u> (\$311.33 x 12 months)Daily use, calendars, brochures	\$2,900	\$0	\$836	\$3,736
<u>Other (list all)</u> (\$125 per quarter(4 x's) grant term)Daily maintenance and facility repair	\$500	\$0	\$0	\$500
TOTAL Operational Costs	\$13,846	\$15,849	\$3,108	\$32,803

LINE ITEM PROJECT BUDGET

BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
C. Program Costs				
<u>Travel</u> (393.08 monthly mileage estimates x .53 per mile X 12 months)to provide community outreach and attend project-related meetings	\$1,500	\$0	\$1,000	\$2,500
<u>Program Materials & Supplies</u> (\$847.53 per month x 12 months) Enrichment program and incentive supplies, consumables, incentive closet, etc.	\$7,170.40	\$0	\$3,000	\$10,170.40
<u>Other (list all)</u> <i>Training/Conference \$1,000</i> <i>Advertising/Publicity \$1,672 (additional cost will be covered by RCA)</i>	\$2,672	\$0	\$1,000	\$3,672
TOTAL Program Costs	\$11,342.40	\$0	\$5,000	\$16,342.40
D. Capital Expenditures				
<u>List all Projects</u> Estimated Costs of completion	\$0	\$0	\$0	\$0
<u>List all Projects</u> Estimated Costs of completion	\$0	\$0	\$0	\$0
TOTAL Capital Costs	\$0	\$0	\$0	\$0
E. Indirect Costs				
<u>Indirect Costs</u> 9.8% of indirect cost rate	\$11,469	\$0	\$0	\$11,469
TOTAL Capital Costs	\$11,469	\$0	\$0	\$11,469
TOTAL PROJECT COSTS	\$116,000	\$15,849	\$8,108	\$139,957

Agreement No. _____

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND
UNITED CEREBRAL PALSY OF CENTRAL CALIFORNIA**

This first amendment to the Agreement entered into by the First 5 Kings County Children and Families Commission (“Commission”), Agreement No. 2019-04-036c (“Amendment I”), is made on this _____ day of _____, 2020, by and between the County of Kings (“County”) and United Cerebral Palsy of Central California (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the Commission and Contractor entered into that Agreement commencing on July 1, 2019, for a period of one (1) year, in which the Commission was identified as a “legal public agency established in accordance with the California Children and Families Act of 1998 (“the Act”); and

WHEREAS, the Commission was not established as a legal public agency under the Act but was, instead, established as an agency of the County, and therefore cannot enter into legally binding contracts without County approval; and

WHEREAS, as set forth in Section 24, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties wish to modify this Agreement to designate the County as a party to the Agreement instead of the Commission, extend the Agreement by one (1) year, update the Insurance provisions to comply with the County’s standards, and update the Notice provisions.

NOW, THEREFORE, the parties agree as follows:

1. References in this Amendment I to attachments are defined as follows:
 - A. **Attachment A** shall be effective from July 1, 2019 to June 30, 2020.
 - B. **Attachment A-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment A-1** is attached to the Amendment I and incorporated herein by this reference.
 - C. **Attachment B** shall be effective from July 1, 2019 to June 30, 2020.

D. **Attachment B-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment B-1** is attached to the Amendment I and incorporated herein by this reference.

E. **Attachment C** shall be effective from July 1, 2019 to June 30, 2020.

F. **Attachment C-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment C-1** is attached to the Amendment I and incorporated herein by this reference.

2. All references to the “Commission” throughout the Agreement are hereby amended to reflect the “County of Kings” or the “County.”

3. Section 3 shall be amended as follows:

This Agreement shall become effective on July 1, 2019 and shall terminate on June 30, 2021, unless otherwise terminated by the parties.

4. Section 16, Insurance, shall be replaced with the following language:

A. Without limiting County’s right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor’s Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include

owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

4. Section 19 of the Agreement is hereby amended as follows:

Notices to the County shall be sent to:

Program Officer
First 5 Kings County
330 Campus Drive
Hanford, California 93230
Fax: (559) 585-0818

6. The recitals are an integral part of this Amendment and are incorporated herein.

7. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Amendment I to Agreement to be executed on the day and year as provided above.

County

Contractor

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By: _____

REVIWED AND RECOMMENDED
FOR APPROVAL:

By: _____
Edward Hill
Kings County Public Health Director and
First 5 Executive Director

ATTEST:

By: _____
Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel

APPROVED:

By: _____
Sande Huddleston, Risk Manager

Attachments:

- Attachment A-1: Individuals Handling Funds
- Attachment B-1: Scope of Work
- Attachment C-1: Project Budget

ATTACHMENT A-1
INDIVIDUALS HANDLING FUNDS

The person having day-to-day responsibility for the project.	
Name:	Debbie Gibson
Title:	Children Program Manager
Address:	606 West Sixth Street
Telephone Number:	(559) 584-1551
Fax:	(559) 584-6757
Email:	Debbieg@ccucp.org
The person to whom the person listed in #1 is accountable.	
Name:	Roger C. Slingerman
Title:	Executive Director
Address:	4224 North Cedar Ave., Fresno CA 93726
Telephone Number:	(559) 221-8272
Fax:	(559) 243-5621
Email:	rogers@ccucp.org
The Chief Executive of the implementing agency.	
Name:	Roger C. Slingerman
Title:	Executive Director
Address:	4224 North Cedar Ave., Fresno CA 93726
Telephone Number:	(559) 221-8272
Fax:	(559) 243-5621
Email:	rogers@ccucp.org
The Financial Officer for the project.	
Name:	Lusty Ann Callison
Title:	Fiscal Officer
Address:	4224 North Cedar Ave. , Fresno, CA 93726
Telephone Number:	(559) 221-8272
Fax:	(559) 243-5621
Email:	lustyc@ccucp.org
The Project Director of the project.	
Name:	Debbie Gibson
Title:	FRC Manager/First 5 Project Director
Address:	606 West Sixth Street, Hanford, CA 93230
Telephone Number:	(559) 584-1551
Fax:	(559) 584-6757
Email:	debbieg@ccucp.org
The Chair of the Governing Body of the implementing agency.	
Name:	Toni Porter
Title:	Board President
Address:	4224 North Cedar Ave., Fresno, CA 93726
Telephone Number:	(559) 221-8272
Fax:	(559) 584-6757
Email:	tonipcpa@pacbell.net

ATTACHMENT B-1
SCOPE OF WORK

PROVIDER NAME: United Cerebral Palsy – Parent & Me

PAGE: 1 of 5

Hanford Parent & Me Site

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Indicator/ Data Source
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
Focus Area 3 – Healthy Children	All children will have an early start toward good health.	Children with identified special needs will be referred and linked to appropriate services	Provide developmental screenings to children 0-5, scheduled according to age: <ul style="list-style-type: none"> • 0-3: every 6 months • 3-5: every 12 months 	42	73	N/A	N/A	Local Administrative Data
Focus Area 1 – Early Childcare and Education	Quality Early Childcare & Education Services will be accessible	Quality and affordable early childhood education and childcare will be supported to allow for retention and expansion	Provide children 0-5* with early childhood education and school readiness instruction through Parent & Me classes	42	1260	N/A	N/A	LAD
				Inclusion 4**				
Focus Area 2 – Parent Education and Support	All parents/guardians and caregivers will be knowledgeable about early childhood development, effective parenting, and community resources.	Parents/guardians and caregivers will have access to educational services to increase family reading / literacy and school readiness.	Provide modeling parenting and school readiness instruction to parents attending Parent & Me.	N/A	N/A	29	870	LAD
Focus Area 1 – Early Childcare and Education	Quality Early Childcare & Education Services will be accessible	Quality and affordable early childhood education and childcare will be supported to allow for retention and expansion	Number of Parent & Me Class Sessions offered.	N/A	N/A	N/A	240	LAD

* Break-down of children served by age (0-3 and 3-5) is provided in quarterly report by site

** Indicates that the special needs count is a duplicate count of the child participating in school readiness instruction through Parent & Me

SCOPE OF WORK

PROVIDER NAME: United Cerebral Palsy – Parent & Me

PAGE: 2 of 5

Corcoran Parent & Me Site

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Indicator/ Data Source
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
Focus Area 3 – Healthy Children	All children will have an early start toward good health.	Children with identified special needs will be referred and linked to appropriate services	Provide developmental screenings to children 0-5, scheduled according to age: <ul style="list-style-type: none"> 0-3: every 6 months 3-5: every 12 months 	38	66	N/A	N/A	Local Administrative Data
Focus Area 1 – Early Childcare and Education	Quality Early Childcare & Education Services will be accessible	Quality and affordable early childhood education and childcare will be supported to allow for retention and expansion	Provide children 0-5* with early childhood education and school readiness instruction through Parent & Me classes	38	1140	N/A	N/A	LAD
				Inclusion 4**				
Focus Area 2 – Parent Education and Support	All parents/guardians and caregivers will be knowledgeable about early childhood development, effective parenting, and community resources.	Parents/guardians and caregivers will have access to educational services to increase family reading / literacy and school readiness.	Provide modeling parenting and school readiness instruction to parents attending Parent & Me.	N/A	N/A	27	810	LAD
Focus Area 1 – Early Childcare and Education	Quality Early Childcare & Education Services will be accessible	Quality and affordable early childhood education and childcare will be supported to allow for retention and expansion	Number of Parent & Me Class Sessions offered.	N/A	N/A	N/A	240	LAD

* Break-down of children served by age (0-3 and 3-5) is provided in quarterly report by site

** Indicates that the special needs count is a duplicate count of the child participating in school readiness instruction through Parent & Me

SCOPE OF WORK

PROVIDER NAME: United Cerebral Palsy – Parent & Me

PAGE: 3 of 5

Lemoore Parent & Me Site

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Indicator/ Data Source
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
Focus Area 3 – Healthy Children	All children will have an early start toward good health.	Children with identified special needs will be referred and linked to appropriate services	Provide developmental screenings to children 0-5, scheduled according to age: <ul style="list-style-type: none"> • 0-3: every 6 months • 3-5: every 12 months 	32	56	N/A	N/A	Local Administrative Data
Focus Area 1 – Early Childcare and Education	Quality Early Childcare & Education Services will be accessible	Quality and affordable early childhood education and childcare will be supported to allow for retention and expansion	Provide children 0-5* with early childhood education and school readiness instruction through Parent & Me classes	32	960	N/A	N/A	LAD
				Inclusion 3**				
Focus Area 2 – Parent Education and Support	All parents/guardians and caregivers will be knowledgeable about early childhood development, effective parenting, and community resources.	Parents/guardians and caregivers will have access to educational services to increase family reading / literacy and school readiness.	Provide modeling parenting and school readiness instruction to parents attending Parent & Me.	N/A	N/A	22	660	LAD
Focus Area 1 – Early Childcare and Education	Quality Early Childcare & Education Services will be accessible	Quality and affordable early childhood education and childcare will be supported to allow for retention and expansion	Number of Parent & Me Class Sessions offered.	N/A	N/A	N/A	240	LAD

* Break-down of children served Quality Early Childcare & Education Services will be accessible by age (0-3 and 3-5) is provided in quarterly report by site

** Indicates that the special needs count is a duplicate count of the child participating in school readiness instruction through Parent & Me

SCOPE OF WORK

PROVIDER NAME: United Cerebral Palsy – Parent & Me

PAGE: 4 of 5

Avenal Parent & Me Site

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Indicator/ Data Source
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
Focus Area 3 – Healthy Children	All children will have an early start toward good health.	Children with identified special needs will be referred and linked to appropriate services	Provide developmental screenings to children 0-5, scheduled according to age: <ul style="list-style-type: none"> • 0-3: every 6 months • 3-5: every 12 months 	18	32	N/A	N/A	Local Administrative Data
Focus Area 1 – Early Childcare and Education	Quality Early Childcare & Education Services will be accessible	Quality and affordable early childhood education and childcare will be supported to allow for retention and expansion	Provide children 0-5* with early childhood education and school readiness instruction through Parent & Me classes	18	540	N/A	N/A	LAD
				Inclusion 2**				
Focus Area 2 – Parent Education and Support	All parents/guardians and caregivers will be knowledgeable about early childhood development, effective parenting, and community resources.	Parents/guardians and caregivers will have access to educational services to increase family reading / literacy and school readiness.	Provide modeling parenting and school readiness instruction to parents attending Parent & Me.	N/A	N/A	13	390	LAD
Focus Area 1 – Early Childcare and Education	Quality Early Childcare & Education Services will be accessible	Quality and affordable early childhood education and childcare will be supported to allow for retention and expansion	Number of Parent & Me Class Sessions offered.	N/A	N/A	N/A	90	LAD

* Break-down of children served by age (0-3 and 3-5) is provided in quarterly report by site

** Indicates that the special needs count is a duplicate count of the child participating in school readiness instruction through Parent & Me

SCOPE OF WORK

PROVIDER NAME: United Cerebral Palsy – Parent & Me

PAGE: 5 of 5

Kettleman City Parent & Me Site

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Indicator/ Data Source
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
Focus Area 3 – Healthy Children	All children will have an early start toward good health.	Children with identified special needs will be referred and linked to appropriate services	Provide developmental screenings to children 0-5, scheduled according to age: <ul style="list-style-type: none"> • 0-3: every 6 months • 3-5: every 12 months 	10	17	N/A	N/A	Local Administrative Data
Focus Area 1 – Early Childcare and Education	Quality Early Childcare & Education Services will be accessible	Quality and affordable early childhood education and childcare will be supported to allow for retention and expansion	Provide children 0-5* with early childhood education and school readiness instruction through Parent & Me classes	10	300	N/A	N/A	LAD
				Inclusion 1**				
Focus Area 2 – Parent Education and Support	All parents/guardians and caregivers will be knowledgeable about early childhood development, effective parenting, and community resources.	Parents/guardians and caregivers will have access to educational services to increase family reading / literacy and school readiness.	Provide modeling parenting and school readiness instruction to parents attending Parent & Me.	N/A	N/A	7	210	LAD
Focus Area 1 – Early Childcare and Education	Quality Early Childcare & Education Services will be accessible	Quality and affordable early childhood education and childcare will be supported to allow for retention and expansion	Number of Parent & Me Class Sessions offered.	N/A	N/A	N/A	60	LAD

* Break-down of children served by age (0-3 and 3-5) is provided in quarterly report by site

** Indicates that the special needs count is a duplicate count of the child participating in school readiness instruction through Parent & Me

**ATTACHMENT C-1
PROJECT BUDGET**

Project Name: Parent & Me Program			Contract Term: 7/1/120 – 6/30/21	
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
A. Personnel Costs				
Project Director (.14 FTE) (\$728/month x 12 months) Oversees project details and provides supervision to project team	\$8,736			\$8,736
Inclusion Coordinator (.56 FTE @ \$17/hr. based on 2080 hours/year) (\$691/month x 12 months) Oversees inclusion of IDEA children and provides support and direction to project team	\$19,890			\$19,890
Project Assistant (.93 FTE @ \$12.50-\$15.25/hr. based on 2080 hr./year) Provides data entry/clerical support to project team	\$25,193			\$25,193
Parent & Me Teachers (8 teachers at .79 FTE @ \$12-14 /hour based on 2080 hr./year) Provides parent-child developmental services	\$172,691	\$22,890		\$195,581
Salaries & Benefits Approximately 21% of salaries; including medical benefits and payroll expenses due to qualifications of benefits and selection of benefits	\$50,215	\$3,881		\$54,096
TOTAL Personnel Costs	\$276,725	\$26,771		\$303,496
B. Operational Costs				
Rent & Utilities (Approximately \$2,950 per month x 12 months for rent at Corcoran (\$300), Lemoore (\$950) and Hanford (\$1700); approximately \$1,109 per month x 12 months for utilities and maintenance at, Hanford, Lemoore and Kettleman City)	\$48,701			\$48,701
Office Supplies & Materials (\$125 per month x 12 months) purchase of pens, pens, computer supplies, etc.	\$1,500			\$1,500
Telephone & Communication (\$367 per month x 12 months) expenses associated with internet/ cell phones	\$4,403			\$4,403
Printing/Copying (\$197 per month x 12 months) expenses associated with printing attendance sheets, handouts, evaluation, employee records)	\$2,364			\$2,364
TOTAL Operational Costs	\$56,968			\$56,968

PROJECT BUDGET

Project Name: Parent & Me Program		Contract Term: 7/1/20-6/30/21		
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
C. Program Costs				
Travel (342 miles x 58 cents x 12 months) Attend project related meetings, visit sites, purchase supplies, etc.	\$4,100			\$4,100
Training/Conference Conference Registration / Trainings	\$680			\$680
Program Materials & Supplies (\$483 per month x 12 months) purchase program supplies and curriculum for Parent & Me sites	\$5,800			\$5,800
Liability Insurance (\$208 per month x 12 months)	\$2,500			\$2,500
TOTAL Program Costs	\$13,080			\$13,080
D. Indirect Costs				
Indirect Costs 1% of allowable 10% for administrative costs.	\$3,027			\$3,027
TOTAL Indirect Costs	\$3,027			\$3,027
TOTAL PROJECT COSTS	\$349,800	\$26,771		\$376,571

Agreement No. _____

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND
UNITED CEREBRAL PALSY OF CENTRAL CALIFORNIA**

This first amendment to the Agreement entered into by the First 5 Kings County Children and Families Commission (“Commission”), Agreement No. 2019-04-036d (“Amendment I”), is made on this _____ day of _____, 2020, by and between the County of Kings (“County”) and United Cerebral Palsy of Central California (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the Commission and Contractor entered into that Agreement commencing on July 1, 2019, for a period of one (1) year, in which the Commission was identified as a “legal public agency established in accordance with the California Children and Families Act of 1998 (“the Act”); and

WHEREAS, the Commission was not established as a legal public agency under the Act but was, instead, established as an agency of the County, and therefore cannot enter into legally binding contracts without County approval; and

WHEREAS, as set forth in Section 24, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties wish to modify this Agreement to designate the County as a party to the Agreement instead of the Commission, extend the Agreement by one (1) year, update the Insurance provisions to comply with the County’s standards, and update the Notice provisions.

NOW, THEREFORE, the parties agree as follows:

1. References in this Amendment I to attachments are defined as follows:
 - A. **Attachment B** shall be effective from July 1, 2019 to June 30, 2020.
 - B. **Attachment B-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment B-1** is attached to the Amendment I and incorporated herein by this reference.
 - C. **Attachment C** shall be effective from July 1, 2019 to June 30, 2020.

D. **Attachment C-1** shall be effective from July 1, 2020 to June 30, 2021. **Attachment C-1** is attached to the Amendment I and incorporated herein by this reference.

2. All references to the “Commission” throughout the Agreement are hereby amended to reflect the “County of Kings” or the “County.”

3. Section 3 shall be amended as follows:

This Agreement shall become effective on July 1, 2019 and shall terminate on June 30, 2021, unless otherwise terminated by the parties.

4. Section 16, Insurance, shall be replaced with the following language:

A. Without limiting County’s right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor’s Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer’s subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

5. Section 19 of the Agreement is hereby amended as follows:

Notices to the County shall be sent to:

Program Officer
First 5 Kings County
330 Campus Drive
Hanford, California 93230
Fax: (559) 585-0818

6. The recitals are an integral part of this Amendment and are incorporated herein.

7. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Amendment I to Agreement to be executed on the day and year as provided above.

County

Contractor

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By: _____

REVIWED AND RECOMMENDED
FOR APPROVAL:

By: _____
Edward Hill
Kings County Public Health Director and
First 5 Executive Director

ATTEST:

By: _____
Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel

APPROVED:

By: _____
Sande Huddleston, Risk Manager

Attachments:
Attachment B-1: Scope of Work
Attachment C-1: Project Budget

**ATTACHMENT B-1
SCOPE OF WORK**

PROVIDER NAME: United Cerebral Palsy – Special Needs Project

PAGE: 1 of 1

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Indicator/ Data Source
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
Focus Area 3 – Healthy Children	All children will have an early start toward good health.	Children with identified special needs will be referred and linked to appropriate services	Provide assessment of children 0-5 with IDEA/other special needs.	125	125	N/A	N/A	Local Administrative Data
			Develop and provide interventions/treatments based on assessments for children identified as having IDEA/other special needs.	125	125	N/A	N/A	LAD
			Provide follow-up support services with Therapists for children 0-5 who do not qualify under existing funding streams and who present as being at risk for special needs development.	29	36	N/A	N/A	LAD
			Provide follow-up support services to IDEA Act and Prevention funded children to support inclusion in Parent & Me Program.	24	24	N/A	N/A	LAD
Focus Area 1 – Early Childcare and Education	Quality Early Childcare & Education Services will be accessible	Strong development system will be in place that improves the quality of ECE services.	Provide Special Needs In-service Training to Parent & Me Staff to support services in an integrated fashion.	N/A	N/A	8	80	LAD
			Provide Special Needs In-service Training to Early Care & Education Providers to support services in an integrated fashion.	N/A	N/A	60	60	LAD
			Provide specialized training on appropriate service to special needs populations to Early Care and Education Providers.	N/A	N/A	10	20	LAD

**ATTACHMENT C-1
LINE ITEM PROJECT BUDGET**

Project Name: UCP Special Needs Project			Contract Term: 2020-2021	
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
A. Personnel Costs				
Project Director (.07 FTE) (\$364/month x 12 months) Oversees project details and provides supervision to project team	\$4,368			\$4,368
Occupational Therapist .28 FTE @ \$41.00/hour based on 2080 hour/year Provides O.T. consultation and assessments/screenings	\$23,186			\$23,186
Speech Therapist .28 FTE @ \$39.00/hour based on 2080 hour/year Provides S.T. consultation and assessments/screenings	\$22,055			\$22,055
Payroll Costs & Benefits Approximately 14% of salaries due to payroll costs and benefit qualifications	\$6,950			\$6,950
TOTAL Personnel Costs	\$56,559			\$56,559
B. Operational Costs				
Rent & Utilities Rent: (\$1,700/month x 12 months) Utilities:(\$292/month x 12 months) Facility Mtce:(\$233/month x 12 months)	\$26,900			\$26,900
Office Supplies & Materials (\$21 per month x 12 months) Purchase of pens, pens, computer supplies, etc.	\$250			\$250
Telephone & Communication (\$94/month x 12 months) cell phones, landline and internet costs	\$1,868			\$1,868
Printing/Copying (\$50/month x 12 months) Printing handouts, assessments, screenings, etc	\$125			\$125
TOTAL Operational Costs	\$29,143			\$29,143

LINE ITEM PROJECT BUDGET

Project Name: UCP Special Needs Project			Contract Term: 2020-2021	
	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
C. Program Costs				
Travel (174 miles x 57.5 cents x 12 months) Attend project related meetings, visit sites, purchase supplies, etc.	\$1,200			\$1,200
Training/Conference Costs include conference registration, travel, and lodging.	\$300			\$300
Program Materials & Supplies (Approx. \$21/month x 12 months) Purchase supplies related to services provided	\$250			\$250
General Liability Insurance Average approximately \$42/month x 12 months	\$800			\$800
TOTAL Program Costs	\$2,550			\$2,550
D. Capital Expenditures				
List all Projects Estimated Costs of completion	-			-
List all Projects Estimated Costs of completion	-			-
TOTAL Capital Costs	-			-
E. Indirect Costs				
Indirect Costs 2% of allowable 10% for administrative costs.	\$1,748			\$1,748
TOTAL Capital Costs				
TOTAL PROJECT COSTS	\$90,000			\$90,000

Agreement No. _____

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND
WEST HILLS COMMUNITY COLLEGE DISTRICT**

This first amendment to the Agreement entered into by the First 5 Kings County Children and Families Commission (“Commission”), Agreement No. 2019-04-036a (“Amendment I”), is made on this _____ day of _____, 2020, by and between the County of Kings (“County”) and West Hills Community College District (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the Commission and Contractor entered into that Agreement commencing on July 1, 2019, for a period of one (1) year, in which the Commission was identified as a “legal public agency established in accordance with the California Children and Families Act of 1998 (“the Act”); and

WHEREAS, the Commission was not established as a legal public agency under the Act but was, instead, established as an agency of the County, and therefore cannot enter into legally binding contracts without County approval; and

WHEREAS, as set forth in Section 24, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties wish to modify this Agreement to designate the County as a party to the Agreement instead of the Commission, extend the Agreement by one (1) year, update the Insurance provisions to comply with the County’s standards, and update the Notice provisions.

NOW, THEREFORE, the parties agree as follows:

1. References in this Amendment I to attachments are defined as follows:
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3. Section 3 shall be amended as follows:

This Agreement shall become effective on July 1, 2019 and shall terminate on June 30, 2021, unless otherwise terminated by the parties.

4. Section 16, Insurance, shall be replaced with the following language:

A. Without limiting County’s right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor’s Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer’s subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

5. Section 19 of the Agreement is hereby amended as follows:

Notices to the County shall be sent to:

Program Officer
First 5 Kings County
330 Campus Drive
Hanford, California 93230
Fax: (559) 585-0818

6. The recitals are an integral part of this Amendment and are incorporated herein.

7. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Amendment I to Agreement to be executed on the day and year as provided above.

By: _____
Doug Verboon, Chairman
Kings County Board of Supervisors

By: _____

REVIWED AND RECOMMENDED
FOR APPROVAL:

Edward Hill
Kings County Public Health Director and
First 5 Executive Director

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel

APPROVED:

By: _____
Sande Huddleston, Risk Manager

Attachments:
Attachment B-1: Scope of Work
Attachment C-1 Project Budget

Attachment B-1
SCOPE OF WORK

PROVIDER NAME: Avenal Family Connection

PAGE: 1 of 5

DIRECT SERVICES -EARLY CHILDHOOD EDUCATION SERVICES

1	2	3	4	5		6		7	
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible	
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided		
Early Childcare and Education	Quality early childcare and education services will be accessible.	Quality and affordable early childhood education and childcare services will be supported to allow for retention and expansion.	Tamarack School Site	Provide School Readiness Instruction to children identified as at-risk for School Readiness. Cohort 1	10	180			FRC Staff
				Provide School Readiness Instruction to children identified as at-risk for School Readiness. Cohort 2	10	180			FRC Staff
				Provide School Readiness instruction to children 3-5.	15	30			FRC Staff
				Provide Raising a Reader Services to children 4-5 and their parents.	10	84	10	84	FRC Staff
				Provide Snack Attack instruction to children 3-5.	20	63			FRC Staff
				Provide art education for children 1-5.	20	50			FRC Staff
				Provide Physical Fitness Instruction (Dancing Tots) to children ages 1-3.	15	35			FRC Staff
				Provide Physical Fitness Instruction (Creative Dance) to children ages 3-5.	20	60			FRC Staff
				Provide Play to Learn to children ages 2-5.	10	40			FRC Staff
				Provide Science Activities for children 2-5	15	30			FRC Staff
				Provide Child Enrichment with and without Parent Education for children 2-5. (Child)	15	30			FRC Staff

PROVIDER NAME: Avenal Family Connection

PAGE:

2 of 5

DIRECT SERVICES – EARLY CHILDHOOD EDUCATION SERVICES

1	2	3	4	5	6	7			
Strategic Plan Result Area #2	Goals	Strategy	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible	
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided		
All Kings County Children 0-5 will have access to high quality childcare, early learning opportunities, and be ready for school.	Children participate in early education programs.	Provision of direct-services through Family Resource Centers that develop cognitive and social emotional development for children age 0-5.	Avenal Elementary School	Provide School Readiness Instruction to children identified as at-risk for School Readiness. Cohort 4	10	180			FRC Staff
				Provide School Readiness instruction to children 3-5. General Population	10	20			FRC Staff
				Provide Snack Attack instruction to children 3-5.	15	30			FRC Staff
				Provide art education for children 2-5.	15	30			FRC Staff
				Provide Physical Fitness instruction to children ages 3-5.	10	22			FRC Staff
				Provide Science Activities for children 3-5.	15	30			FRC Staff
				Provide School Readiness Instruction to children identified as at-risk for School Readiness. Cohort 3	10	180			FRC Staff

PROVIDER NAME: Avenal Family Connection

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RESOURCE & REFERRAL SERVICES

1	2	3	4	5		6		7
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible
				Number to be served	Number of services to be provided	Number to be served	Number of services to be provided	
Systems Integration and Alignment	A cohesive system of services for children and families will exist.	Early childhood education and health-related supports will be established to reflect desires of the community and needs of the families.	The FRC will provide referral information to parents/caregivers of/and children 0-5.	50	50	5	5	FRC Staff
			The FRC will provide resource assistance to parents/caregivers of/and children 0-5.	40	40	40	40	FRC Staff

PROVIDER NAME: Avenal Family Connection

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COORDINATED SERVICES

1	2	3	4	5		6		7		
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Children (0-5) to be served		Significant others to be served		Staff Responsible		
				Number to be served	Number of times coordinated	Number to be served	Number of times coordinated			
Systems Integration and Alignment	A cohesive system of services for children and families exist	Communities will have physical places and spaces that promote early childhood education, support health and encourage interaction while leveraging resources to sustain.	Coordinate with UCP to provide Parent & Me to parents and children 0-5.	35	173			FRC Staff		
			Coordinate with local providers to provide Parent Education on Child Development and health topics to parents of children -0-5.	Tamarack						FRC Staff
						25	6	Avenal Elementary	FRC Staff	
						40	4			
				Coordinate with Hawaiian Elks to provide Vision Exams to children 2-4.	15	1			FRC Staff	
			Coordinate with UCCE nutrition program to provide parent education on Child Nutrition topics to parents of children 0-5.			20	1	FRC Staff		
			Coordinate with Kings County Health Department to provide children 2-5 with dental screenings.	15	1			FRC Staff		

PROVIDER NAME: Avenal Family Connection

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ORGANIZATIONAL ACTIVITIES

Strategic Plan Focus Area	Goals	Strategy	Program Specific Activities	Timeline for Completion	Deliverable
Parent Education and Support	All parents/guardians and caregivers will be knowledgeable about early childhood development, effective parenting, and community resources.	Conduct Community Needs Assessment to establish services responsive to community need.	Develop/Update Community Needs Assessment for Avenal Family Connection	6/30/2021	Community Needs Assessment
		Establish Community Outreach Plan to ensure community is informed of services available to them.	Develop/Update Community Outreach Plan for Avenal Family Connection	6/30/2021	Community Outreach Plan
		Develop and maintain CAB to ensure community input into service establishment.	Develop/Re-develop Community Advisory Board Avenal Family Connection	6/30/2021	Community Advisory Board Agenda & Minutes
		Develop sustainability Plan	Develop/Re-develop Sustainability Plan for Avenal Family Connection	6/30/2021	Sustainability Plan
		Conduct training to all staff and/or volunteers to ensure all services are delivered from informed and professional providers.	Conduct Volunteer Training for volunteers that have direct client contact in the provision of service at the Avenal Family Connection	6/30/2021	Training Completion Certificate

OUTREACH ACTIVITIES

Strategic Plan Focus Area	Goals	Strategy	Program Specific Activities	Month/Year of Event Or Occurrence Level	Desired Outcome
Systems Integration & Alignment	A cohesive system of services for children and families will exist	Establish Community Outreach Plan to ensure community is informed of services available to them.	Provide community outreach at the Week of the Young Child Events in an effort to promote FRC services.	April	
			Provide community outreach and/or presentations at local school district parent meetings in an effort to promote FRC services.	2 intervals	
			Create and distribute monthly calendar/flyers to inform the community of FRC activities.	11 intervals	
			Provide community outreach and/or presentations at preschool parent meetings in an effort to promote FRC services.	6 intervals	
			Provide community outreach at local community events in an effort to promote FRC services.	4 intervals	

ATTACHMENT C-1

PROJECT BUDGET

Project Name: West Hills Community College				Contract Term: 07/01/17 - 06/30/18
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
A. Personnel Costs				
FRC Coordinator (50% FTE) Costs (\$2012 monthly salary) Oversight of FRC functions	\$24,268	\$0	\$0	\$24,268
Family Advocate (50% FTE) Costs (\$1,842 monthly salary) Linking Families with resources	\$22,103	\$0	\$0	\$22,103
Custodian (25% FTE) Costs (\$303 of monthly salary) Maintain a healthy environment for children & families	\$3,636	\$0	\$0	\$3,636
Salaries & Benefits 34% of salaries	\$26,024	\$0	\$0	\$26,024
TOTAL Personnel Costs	\$76,031	\$0	\$0	\$76,031
B. Operational Costs				
Rent & Utilities (\$25 x 12 months) Rent, gas, electricity, water	\$300	\$0	\$0	\$300
Office Supplies & Materials (\$63 x 12 months) Pens, paper, staples, etc.	\$750	\$0	\$0	\$750
Telephone & Communication (\$32 x 12 months) Cell phone	\$384	\$0	\$0	\$384
Postage & Mailing (\$13 x 12 months) Daily use, calendars, brochures and materials	\$150	\$0	\$0	\$150
Printing/Copying (\$19 x 12 months) Daily use, calendars, brochures and materials	\$228	\$0	\$0	\$228
Equipment Lease (\$43 x 12 months) copier/printer lease	\$516	\$0	\$0	\$516
TOTAL Operational Costs	\$2,328	\$0	\$0	\$2,328

C. Program Costs				
<u>Travel</u> (77 @ \$.54 mile/mile x 12 months) Motor Pool Expense To provide community outreach, attend project related meetings and travel between sites	\$500	\$0	\$0	\$500
<u>Training/Conference</u> Training @ \$100	\$100	\$0	\$0	\$100
<u>Program Materials & Supplies</u> (\$250 x 12 months) Materials for ECE classes, incentive closet supplies, and consumables	\$3,000	\$0	\$0	\$3,000
TOTAL Program Costs	\$3,600	\$0	\$0	\$3,600
D. Indirect Costs				
<u>Indirect Costs</u> 9.8% of indirect cost rate	\$8,041.00	\$0	\$0	\$8,041.00
TOTAL Indirect Costs	\$8,041.00	\$0	\$0	\$8,041.00
TOTAL PROJECT COSTS	\$90,000.00	\$0	\$0	\$90,000