May 22, 2018 at 4:00 p.m.
Board Room – Stanislaus County Office of Education
1100 “H” Street, Modesto, CA
The Stanislaus County Children and Families Commission welcomes you to its meetings which are regularly held on the fourth Tuesday of most month. Your interest is encouraged and appreciated.

The agenda is divided into two sections:

**CONSENT CALENDAR:** These matters include routine financial and administrative actions and are identified with an asterisk (*). All items on the consent calendar will be voted on at the beginning of the meeting under the section titled “Consent Calendar.” If you wish to have an item removed from the Consent Calendar, please make your request at the time the Commission Chairperson asks if any member of the public wishes to remove an item from consent.

**REGULAR CALENDAR:** These items will be individually discussed and include all items not on the consent calendar and all public hearings.

**ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE COMMISSION ON A MATTER ON THE AGENDA:** Please raise your hand or step to the podium at the time the item is announced by the Commission Chairperson. In order that interested parties have an opportunity to speak, any person addressing the Commission will be limited to a maximum of 5 minutes unless the Chairperson of the Commission grants a longer period of time.

**PUBLIC COMMENT PERIOD:** Matters under the jurisdiction of the Commission, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Commission for consideration. However, California law prohibits the Commission from taking action on any matter which is not on the posted agenda unless it is determined to be an emergency by the Children and Families Commission. Any member of the public wishing to address the Commission during the “Public Comment” period shall be permitted to be heard once for up to 5 minutes.

**COMMISSION AGENDAS AND MINUTES:** Commission agendas, Minutes, and copies of items to be considered by the Children and Families Commission are typically posted on the Internet on Friday afternoons preceding a Tuesday meeting at the following website: www.stanprop10.org.

Materials related to an item on this Agenda submitted to the Commission after distribution of the agenda packet are available for public inspection in the Commission office at 930 15th Street, Modesto, CA during normal business hours. Such documents are also available online, subject to staff’s ability to post the documents before the meeting, at the following website www.stanprop10.org.
Commission Meeting Notice

Tuesday, May 22, 2018 at 4:00 PM, Board Room, Stanislaus County Office of Education
1100 “H” Street, Modesto, CA 95354

NOTICE REGARDING NON-ENGLISH SPEAKERS: Stanislaus County Children & Families Commission meetings are conducted in English and translation to other languages is not provided unless the Commission is notified 72 hours in advance that an interpreter is necessary. Please contact Administration at (209) 558-6218 should you need a translator for this meeting.

Las juntas de la Comision para Niños y Familias son dirigidas en Ingles y no hay traduccion disponible a menos que la Comision sea notificada con 72 horas por avanzado. Si necesita traduccion, por favor contacte a la Comision al (209) 558-6218. (Por favor tome nota, el mensaje es en Ingles pero se le asistara en Español cuando lo pida.)

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Commission at (209) 558-6218. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting.

RECURSALS: California Government Code Section 87100 states that “no public official at any level of state or local government may make, participate in making or in any way use or attempt to use his/her official position to influence governmental decision in which he/she knows or has reason to know he/she has a disqualifying conflict of interest.” Likewise, California Government Code section 1090 provides that certain government officials and employees “…shall not be financially interested in any contract made by tem in their official capacity.”

These sections of law permit the Stanislaus County Children and Families Commission to execute contracts so long as the Commissioner(s) with the conflict recuses himself or herself from making, participating in making, or in any way attempting to use his or her official position to influence a decision on the contract.
COMMISSION MEETING AGENDA

May 22, 2018
4:00 P.M.
Stanislaus County Office of Education
1100 H Street
Modesto, CA

Times provided are approximate times.

4:00 p.m.  I. Welcome & Introductions (Optional) – Chair Harwell
4:05 p.m.  II. Pledge of Allegiance
4:07 p.m.  III. Announcement of Recusals 1
4:08 p.m.  IV. Public Comment Period (Limit of 5 minutes per person)
4:15 p.m.  V. Approval of the Consent Calendar – Agenda items marked by an Asterisk (*)
4:20 p.m.  VI. Presentation by Center for Human Services - Communication
VII. Agenda Items
   * A. Approval of the Commission Meeting Minutes of April 24, 2018  p. 5-8
   B. Executive Director’s Office
4:30 p.m.  1. Public Hearing to Consider the Adoption of the Fiscal Year 2018/2019 Budget, Long Range Financial Plan and Related Actions  p. 9-14
4:50 p.m.  2. Approval to Award an Agreement with Glen Price Group for the Provision of Services for a Strategic Direction/Planning process  p. 15-32
C. Committee Reports  p. 33-36
   * 1. Accept the Minutes of the Administrative Committee Meeting of May 7, 2018  p. 33
   * 2. Accept the Minutes of the Operations Committee Meeting of May 10, 2018  p. 35
   * 3. Accept the Minutes of the Executive Committee Meeting of May 16, 2018  p. 36
VIII. Correspondence  p. 37
   * 1. Accept a Letter from California State Controller’s Office RE: Acceptance of ‘16-’17 Audit Report
IX. Commissioner Reports
5:08 p.m.  X. Staff Reports
5:13 p.m.  XI. Adjourn

1 Commissioners may publicly announce the item(s) or recommendation(s) from which he/she will recuse himself or herself due to an actual or perceived conflict of interest. The Commissioner will excuse himself or herself from the meeting and leave the room when the specific agenda item comes up for discussion and voting.
Commission Meeting Minutes  
Tuesday, April 24, 2018  
Stanislaus County Office of Education  
Board Room  
1100 “H” Street, Modesto, CA

Members Present: Vicki Bauman, Ignacio Cantu Jr., Vito Chiesa, David Cooper, Mary Ann Lee, Nelly Paredes-Walsborn (Vice Chair), George Skol, Dr. Julie Vaishampayan.

Members Absent: Kathy Harwell (Chair)

Staff Present: David Jones, Executive Director; Veronica Ascencio, Accountant; Stephanie Loomis, Staff Services Coordinator; Denae Davis; Confidential Assistant IV; and Amanda DeHart, Commission Counsel.

I. Vice Chair Paredes-Walsborn called the meeting to order at 4:00 p.m. Commission members, staff, and attendees were introduced and welcomed.

II. Pledge of Allegiance was conducted.

III. Announcement of Commissioner Recusals – None

IV. Public Comment Period – None

V. Consent Calendar
   The Consent Calendar was approved.  
   **Motion by Skol, Second by Cooper.  Unanimously approved.**

VI. Agenda Items
   A. The Commission approved the Commission Meeting Minutes of February 27, 2018.  
      **Approved on the consent calendar.  Motion by Skol, Second by Cooper.  Unanimously approved.**

   B. Executive Director’s Office
      


      The Commission heard a presentation on the State Commission report’s contents and format from Stephanie Loomis. The State report highlighted the results for each of the four result areas (Family Functioning, Child Development, Health, and Sustainable Systems) for FY 2016-2017 and summarized the intent and impact made by State Initiatives. Staff compared statistics of local service provided to children and adults to State-wide statistics.
After the presentation, Vice Chair Paredes Walsborn opened the public hearing at 4:15 p.m.
Hearing no other comments from the public, the public hearing was closed at 4:16 p.m.
The Commission accepted the First 5 California 2016-2017 Annual report.
Motion by Bauman, Second by Skol. Unanimously approved.

2. Conducted a public hearing to adopt the amended Policies and Procedures Manual; and adopted the Policies and Procedure Manual changes as presented.

After being formed, the Children and Families Commission adopted a series of administrative, operational, monitoring, and financial policies to govern Commission and Contractor operations. In order to make its policies and procedures more user-friendly and easier to locate, policies and procedures were combined into one document and the document was approved by the Commission as a Policies and Procedures Manual. (The current Manual can be found on the Commission website under Publications & Other Resources.) Staff reviews the manual on a periodic basis and recommended changes are brought to the Commission for consideration. After review over the past several months, a considerable number of changes are recommended by staff which is why the Policies and Procedures Manual is being brought in its entirety for consideration.

The primary focus of the review was in regard to financial operations of the Commission and Contractors. Historically, there has been one comprehensive section of the manual which intermingles Commission and Contractor financial policies. It was determined for clarity, it would be best to separate these sections resulting in Section 400-499 for Internal Financial Policies and Procedures and Section 500-599 as Financial Policies and Procedures for Contractors. A significant review was undertaken by staff to sort policies into their appropriate sections. Work was also done to incorporate items that were specified in contracts but did not appear in the manual, or practices of the Commission which did not appear in the manual. Language was also crafted in order to add clarity for procedural issues which might arise throughout the year. Minor changes were also made throughout the manual in its entirety when it was felt these changes would add clarity or “clean up” existing language. However, the primary work of the revision was focused on the financial component.

The draft, amended Policy and Procedure Manual was posted in its entirety with the agenda item. An overview of manual changes was also presented to contractors at the April 17, 2018 Quarterly Partner Meeting. Attendees of this meeting were also notified the draft would be posted in its entirety as part of the agenda item for their review.

Some of the highlighted changes include:

- A change to Section 205 which updates which version of the County Purchasing Policies and Procedures the Commission is referencing;
- Separating the current Financial Policies Section 400-599 into Section 400-499 for Internal Financial Policies and Procedures and Section 500-599 as Financial Policies and Procedures for Contractors;
- In 500.4, desktop and laptop computers are added as inventory items;
- In Section 500.6, clarifying language was added on food and beverage requests;
- In Section 500.8, there is clarified and expanded language for Out of County Travel documentation;
- In Section 502 Submission of Contractor Invoices, there is language cleanup and clarifying language;
In Section 503 Invoice Preparation, there is language cleanup and added clarifying language. Section 503.7 was added which states in the manual our practice of requiring Contractors to retain supporting documentation for invoices for at least five years (not currently in the Manual);

- Section 506 Contract Budgets and Budget Revisions, numerous changes including stating in writing Contractors are responsible for management and monitoring of monthly expenses;
- Added Section 508 on Contractor Fiscal Reporting & Management;
- Added language to Section 600.4 for right of the Commission to perform on-site evaluation of financial records and internal control mechanisms.

The Commission heard a presentation on the revisions.

After the presentation, Vice Chair Paredes Walsborn opened the public hearing at 4:20 p.m. Hearing no other comments from the public, the public hearing was closed at 4:21 p.m.


Motion by Skol, Second by Cooper. Unanimously approved.


Section 130100 of the California Health and Safety Code requires local Commissions to “use outcome based accountability to determine future expenditures.” This provision of law has been interpreted to require evaluations to be conducted of programs funded with Proposition 10 funds. The Stanislaus County Children and Families Commission Strategic Plan includes the structure to evaluate its programs in alignment with the State’s results area framework.

The Commission heard a presentation on the Stanislaus County Children and Families Commission Annual Program Evaluation for 2016-2017 from Stephanie Loomis. The Commission uses four results areas for evaluating program outcomes: Improved Family Functioning; Improved Child Development; Improved Health; and Improved Systems of Care. Stanislaus County Children and Families Commission staff review all funded programs through a variety of processes including bi-annual on-site meetings at program locations, data analysis and the preparation of an annual report.

The 2016-2017 Annual Program Evaluation report is designed to provide Commissioners and the public with important information including: the funding distribution of the various Commission contracts in regard to Result Areas; historic funding levels; geographic distribution of contracted services; demographics of funded program recipients; and outcomes/effectiveness of the 20 contracted programs of the Commission.


Motion by Skol, Second by Lee. Unanimously approved.

C. Committee Reports – Approved on the Consent Calendar. Motion by Skol, Second by Cooper. Unanimously approved.


2. The Commission accepted the minutes for the Operations Committee meeting held on April 17, 2018.
3. The Commission accepted the minutes for the Executive Committee meeting held on April 18, 2018.

II. Correspondence – None

III. Commissioner Reports
- Cooper shared reflections on the First 5 California Summit which took place April 10-12 in Glendale. Harwell, Paredes-Walsborn, and Skol also attended the Summit. Cooper shared the Summit provided opportunities to network with other Commissioners around the state.
- Bauman shared news of becoming a grandmother and that the hospitals are showing the “shaken baby” training videos as a requirement. She reflected pride in the Commission for their role in this.

IV. Staff Reports
- David expressed appreciation for Commissioners engagement and participation. Stated that it was very visible and well known at the Summit.
- David provided information that Prop 10 revenue for February is down, however, the Commission is ahead of budget by $60,000 year-to-date. Also, the anticipated state funding backfill for 18/19 may be less than expected.
- David expressed that a full report on the budget will come back to the Commission for voting in May. The County is now requesting two-year budget submittals and the Commission complied with this request. Because it’s a two-year budget cycle, the 19/20 budget was submitted as status quo, but this will need to be revisited after the Commission’s Strategic Planning process is completed at the end of this year.
- David provided an update on Strategic Planning. The Commission went through the County RFP process and Glen Price Group was top scoring applicant. David thanked Cantu, Skol, and Cooper for participating in selections. The next step will be negotiating a contract.
- David asked the audience to send any data sources to him that would be beneficial in the strategic plan.
- David provided an update regarding the name change and ordinance language which will be going to the Board of Supervisors.
- David introduced Amanda DeHart as the Commission’s new Counsel.
- David announced that site visits are being scheduled.
- David shared that the May Commission meeting will discuss the budget and strategic planning.
- Discussion took place regarding marijuana funding and the possibility of seeking or receiving revenue.

V. The Commission meeting adjourned into closed session at 4:52 p.m.
Subject:
Public Hearing to Consider the Adoption of the Fiscal Year 2018-2019 Budget, Long Range Financial Plan and Related Actions

Background:
State law requires the Commission to annually hold a public hearing before adopting a budget for fiscal year operations (July 1 to June 30) and before adopting a long-range financial plan. The budget is an estimated spending plan for the funds received by the Stanislaus County Children and Families Commission.

Fiscal Year 2018-2019 Budget
By law, the Stanislaus County Board of Supervisors does not have statutory authority to alter, amend, or approve the Commission’s budget. The Commission’s budget appears in the Stanislaus County budget as an informational item so the Auditor has a legal basis to make Commission expenditures. The filing date for submitting proposed budgets to the County was March 26, 2018. An expense budget totaling $6,338,193 for Fiscal Year 2018-2019 was submitted to the Chief Executive Office to act as a placeholder until the Commission adopts its budget. Any budget approved by the Commission at this meeting or at subsequent meetings will be incorporated into the County’s 2018-2019 budget. The County implemented a change this year, requesting two-year budgets be submitted for their budget book. The Commission submitted a budget for both Fiscal Years 2018-2019 and 2019-2020. The 2019-2020 budget is considered a status quo/placeholder budget. It is understood the 2019-2020 budget could be modified, potentially significantly, based on the outcomes of the Commission’s strategic direction/planning process taking place over the next seven (7) months.

The budget the Commission is acting on as part of this agenda item is only the Fiscal Year 2018-2019 budget, and not any other budget year. This is consistent with the Commission’s past practices. It is expected the Fiscal Year 2019-2020 budget will be developed as priorities and strategies of the Commission are finalized through the Strategic Direction/Planning process.

Highlights:
Some important elements and assumptions of the budget and long range financial plan include:

- Total budgeted revenues are projected at $4,889,108, which is an estimated increase of 13.6% ($586,239) from the 2017-2018 budget. The projected increase is due to:
  - The planned backfill by the State for revenue lost through implementation of Proposition 56. While Proposition 56 created an additional $2 tax on a pack of cigarettes, it was projected to decrease overall tobacco consumption, thus decreasing revenue to First 5 organizations. Also, the new $2 tax was specifically designated for services and programs apart from First 5.

- Total budgeted expenses are projected at $6,388,193, which is an estimated decrease of 11.4% ($818,914) from the 2017-2018 budget. For the 2018-2019 budget, a $500,000 contingency has been
established. No funds will be spent from Contingency without the approval of the Commission. Total administrative costs are projected at approximately 5% of total costs.

- Staffing levels are projected to remain the same in the 2018-2019 budget at 5 positions (four full-time and one part-time).

- Total 2018-2019 service provider contracts are budgeted at $5,077,914, which is a decrease of 15.6% ($935,010) from the 2016-2017 budget. These contracts for 2018-2019 were voted on and approved by the Commission at their February 27, 2018, meeting and do not need further action.

- The Commission will have 19 contracts with service providers associated with programs for 2018-2019.

- Funding of $12,000 is included for a contract with Brown Armstrong for audit services and $7,000 with Matrix Outcomes Model for Family Development Matrix services and training.

- There is a projected use of approximately $1.5 million in fund balance to balance the 2018-2019 budget. Ending fund balance for 2018-2019 is projected to be approximately $4.6 million

- Additional assumptions for the 2018-2019 budget are included in the attached Budget Assumption worksheet.

**Long Range Financial Plan**

The Long Range Financial Plan is submitted annually to the State. It is a very important planning document and fiscal tool for the Commission. Similar to the Fiscal Year 2019-2020 Budget, the Long Range Financial Model could be subject to change in the future as a result of priorities and strategies resulting from the Strategic Direction/Planning process.

Some important elements and assumptions of the Long Range Financial Plan for consideration include:

- The Plan is a working document and is to guide long-range planning. The Plan is subject to change upon approval of the Commission using updated projections.

- The State Department of Finance/First 5 California revenue projections for Stanislaus County have been used in the Long Range Financial Plan for the years they were available (2018-2019 through 2021-2022). Stanislaus County Children and Families Commission assumptions were used for 2022-2023.

- The Plan continues to highlight long-term projected revenue declines.


- The Plan assumes a minimum reserve of at least six months of budgeted revenue per Commission policy.

- The Plan projects that fund balance policy will be impacting the spending strategy of the Commission starting in Fiscal Year 2021-2022.

The Administrative and Finance Committee, the Operations Committee and Executive Committee met on May 7 and May 10, and May 16 respectively, to review and discuss this item.

**STAFF RECOMMENDATIONS:**

1. Accept the Fiscal Year 2018-2019 Budget from the Executive Director.
3. Adopt the Fiscal Year 2018-2019 budget.
4. Authorize the Executive Director to make necessary technical adjustments to implement the approved Fiscal Year 2018-2019 Budget.
5. Authorize staff to submit the proposed budget for inclusion in the County budget.
6. Authorize the Executive Director to negotiate and sign an agreement not to exceed $12,000 with Brown and Armstrong for 2018-2019 services.
Authorize the Executive Director to negotiate and sign an agreement not to exceed $7,000 with Matrix Outcomes Model for 2018-2019 services.

Adopt the financial projections for fiscal years 2018-2019 through 2022-2023 as the Commission’s Long Range Financial Plan.

FISCAL IMPACT:
The 2018-2019 budget contains projected expenses of $6,388,193 with projected revenues of $4,889,108 and a $1.5 million projected use of fund balance. The projected 2018-2019 year-end fund balance is $4,567,212. Agreements and/or addendums between the Commission and program operators will be executed before funds are disbursed to program operators.

COMMISSION ACTION:
On motion of Commissioner __________; Seconded by Commissioner ________________________________
and approved by the following vote:
Ayes: Commissioner(s): ________________________________________________________________
Noes: Commissioner(s): ________________________________________________________________
Excused or Absent Commissioner(s): ________________________________________________________________
Abstaining: Commissioner(s): ________________________________________________________________
1) _____ Approved as recommended.
2) _____ Denied.
3) _____ Approved as amended.

Motion: __________________

Attest: __________________
Denae Davis – Confidential Assistant
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<th>FY 17/18 Budget</th>
<th>FY 17/18 Projection</th>
<th>2 Year Budget</th>
<th>FY 18/19 Budget</th>
<th>FY 18/19 Spending Plan</th>
<th>FY 18/19 Projection</th>
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Fiscal Year 2017-2018 Year End Projections

- **Revenue:**
  - Revenue source: Department of Finance & First 5 California
    Projections of Tobacco Tax projections
  - Interest trending similar to prior year (1% of average annual fund
    balance)
- **Contracts** – Estimating 97% of funds will be expended.
- Estimated actual expenses are expected to finish close to budget.

Budget Estimates & Projection for Fiscal Year 2018-2019

- **Revenue**
  - Revenue projections are the most current as of January 2018,
    provided by Department of Finance & First 5 California for FY
    18/19.
  - Total revenue is projected to increase by approximately $586,239
    largely due to the anticipated backfill by the State to compensate
    for the decrease in revenue in 17/18 as a result of the
    implementation of Proposition 56. However, the backfill is
    projected to come in lower than originally anticipated due to less
    Other Tobacco Product (OTP) collected than anticipated.
- **Interest Income**
  - Assumed 1.5% return on interest in the annual fund balance
    (County Treasury projected 2%)
- **Salaries and Benefits**
  - Staffing budgeted at 4.5 positions
    i. 1 Executive Director
    ii. 1 Confidential Assistant
    iii. 1 Staff Services Coordinator
    iv. 1 Accountant III
    v. 0.5 Account Clerk III
- **Shared costs** are budgeted and spread accordingly in the following cost
  categories:
  - Administration 65%
  - Evaluation 3%
  - Program 32%
  The Administrative allocation was budgeted at 70% in FY 17-18. The 65%
  number for 18/19 should also reflect better capture of actual hours spent
  by category.
- The budget includes a $12,000 estimated budget for contract services with
  Brown & Armstrong for Audit fees in Administration and a $7,000
estimated budget in Evaluation for the contract with Matrix Outcomes Models for annual licensing and a special training for Family Resource Center staff on the Family Development Matrix.

- Budget also includes approximately $50,000 for work that might be needed as a result of strategic planning, systems change, re-branding, etc.

- Program Cost category for State reporting
  - Contracts and the ECE Conferences are budgeted in total at $5,089,914. The ECE Conferences are projected to be $12,000 in 2018-2019. *(Due to State Reporting Requirements, historically the ECE conference is budgeted with contracts, although there is no contract.)*
  - Contracts expenditures estimated at a 97% expenditure rate

- There is a projected use of approximately $1.5 million in fund balance to balance the 2018-2019 budget. Ending fund balance for 2018-2019 is projected to be approximately $4.6 million
AGENDA DATE:   May 22, 2018

COMMISSION AGENDA #:  VII-B-2

SUBJECT:
Approval to Award an Agreement with Glen Price Group for the Provision of Services for a Strategic Direction/Planning Process

BACKGROUND:
The Stanislaus County Children and Families Commission has successfully completed a Request for Proposal (RFP) process for Strategic Direction/Planning that was authorized by action of the Commission at the February 24, 2018 meeting. Staff from the Commission worked closely with the Stanislaus County General Services Agency on the RFP process and used County purchasing protocols. Staff from the General Services Agency guided the process for compliance and participated throughout.

Prior to release of the RFP, Commissioners reviewed and gave feedback through its Committee structure to the scope of the RFP and the scoring mechanism. Three Commissioners participated on the evaluation team ensuring Commissioner engagement throughout this process. The evaluation team scored proposals that passed baseline RFP screening criteria and references were checked of the top scoring candidates. Interviews of top scoring candidates were conducted by the Evaluation team under the direction of General Services Agency staff. The high scoring candidate was the Glen Price Group.

Per County purchasing protocols, staff has been working to finalize contract language between the Commission and the Glen Price Group, and to collect all appropriate documents associated with this Agreement. The Commission approved a not-to-exceed amount of $75,000 for the RFP at their February 27, 2018 meeting. The Glen Price Group proposal to complete the project by the December 2018 deadline was $69,520. The proposal also included an addition sum of $5,000 in the event additional work was needed past December 2018, for a total Agreement not to exceed $74,520.

Per the February 27, 2018, agenda item, the Agreement is being brought to the Commission for action.

Historical Context
The Stanislaus County Children and Families Commission was formed by action of the Stanislaus County Board of Supervisors on December 8, 1998. Over nearly 20 years, the Commission has invested more than $120 million in resources into the community with the mission of giving children 0-5 their best start in life. The Commission has invested in children and families through multiple programs and services. At one point, the Commission invested more than $13.5 million (FY 2008-2009) into the community. The Fiscal Year 2017-2018 expenditure budget is a little over $7 million with expenditures expected to decrease into the future.

The Commission has adopted different funding strategies over the years and has adapted, changed or eliminated those strategies as it felt appropriate. The Commission has taken a very strong position on program outcomes over the years and has used results based accountability as a standard, along with multiple program indicators tailored to each program.
As a result of the strategic planning process during the recession, and in a declining revenue environment, the Commission made strong position statements on the need for investments that are cost effective, impact systems of care and are likely to have the biggest overall impact and outcomes. The Commission has historically funded individual community programs as well as funded and promoted complex systems of care such as the family resource centers.

It is well-known that the tobacco tax revenue for the Commission is a declining revenue stream. The Commission has adopted for over 10 years an investment strategy that involves deficit spending and using fund balance to balance its budget. This has been a planned strategy and consistent with many First 5 commissions across the state who also accumulated larger fund balances in the early years of formation, and used that as an opportunity to fund more services on an annual basis than actual revenue inflows into the organization might ordinarily allow.

It has been clearly communicated to the Commission’s funded partners for more than 10 years that this deficit spending strategy is not sustainable and will end at some point. That is also the reason the Commission has focused so heavily on sustainability with funded partners, even to the point of hiring Social Entrepreneurs, Inc., (SEI) in 2008 – 2009 to provide training for funded partners on strategies for sustainability and to help them develop personalized organizational plans for sustainability into the future. This investment of $176,615 by the Commission with SEI showed the commitment of the Commission to promoting sustainability; but, also the clear direction the Commission gave to partners on preparing for sustainability and that someday, it was very likely Commission funding for their programs could discontinue.

The Commission called this the “fiscal cliff,” which became a term used to describe when the stable funding from the Commission would need to be severely cut back or completely eliminated based on revenue and fund balance analysis, as well as strategic priorities for the Commission.

Through the years, funded partners have become well-familiar with the “fiscal cliff” phrase and the need for sustainability.

The Commission closely monitors State revenues and creates long-range financial plans based on State revenue assumptions as well as Commission priorities and spending assumptions. State tax revenue has become less consistent on a monthly basis and can make significant swings from month-to-month. Annual State Prop 10 tax revenue for the Commission has decreased from a high of nearly $7.1 million in 2004-2005 to the Fiscal Year 2017-2018 budget projection of $4.2 million. Commission revenue decreased by approximately $500,000 in Fiscal Year 2016-2017 and is projected to decrease by slightly over $500,000 in 2017-2018. There have been several factors, including the increased tax on tobacco products and the increase in legal smoking age in California, that are influencing the trend of decreased revenue. It is projected for Commission revenue to be backfilled by the State and to increase through this adjustment in Fiscal Year 2018-2019, but State tax revenue continues to be projected to continue its declining trend into the future. The Commission is also significantly using fund balance to balance its budget with a projected use of $2.9 million in the current year’s budget. This would bring the total remaining fund balance down to a projected $5.7 million with continued significant projected reductions in fund balance into future years if action is not taken by the Commission.

With these financial pressures, the Commission has been communicating with its funded partners through multiple channels during Fiscal Year 2017-2018 that the fiscal cliff issue is real and that the Commission needs to take actions to plan for the future. Also, reinforcing the seriousness of this issue was the Commission’s reduction of contracts by approximately $935,000 in the Fiscal Year 2018-2019 Budget.

Concomitant with the fiscal pressure facing the Commission, there are many additional adaptive challenges and opportunities that have become environmental drivers of change.

These adaptive challenges and opportunities include things like the significant collective impact work occurring in Stanislaus County to create broad-based systems of change through movements like Focus on Prevention and the
burgeoning Cradle to Career program. Also, there is a strong willingness of key stakeholders to participate in collaborative work for the improvement of the community. There is no single agency pulling together all 0-5 partners from across the County. There is a need for greater 0-5 and family systems development and coordination in our community and the need for stronger data systems surrounding the work of children and families. While the national economy continues to grow, the poverty, jobs and ongoing economic challenges facing the local community continue to be significant. The economy is well-overdue historically for a recession and this will have significant local impacts. The demographics of the population served by the Commission and its partners is changing, including how they are influenced and how they process information.

The historical relevance and leadership of the Children and Families Commission is a tremendous strength that needs to continue to be utilized. And the financial capacity of the Commission to drive change for population health indicators – as well as program-based indicators – needs to be considered. These are just some of the forces and factors at work locally that will inform any future strategic process the Commission engages.

Even with a projected declining State revenue stream, it is estimated there could be more than $40 million of Prop 10 revenue for investment into the community over the next 10 years. This is a significant level of possible local resource availability. The Commission can and should remain a viable and powerful force for change in Stanislaus County. While the total amount of Prop 10 tax revenue investment might be less, the impact has the potential to be even greater.

Based on the significance and impact of the past local investment and leadership of the Commission, the significance of the future work of the Commission through leadership and investment, and the gravity of the implications of Commission actions, it is anticipated the strategic direction/planning process will, and should, require a significant investment of time and resources over the next year.

**Process**

Staff from the Glen Price Group will work closely with Commission staff and a small Ad Hoc Steering Committee to lead the process. A project plan will be refined that will guide the process through the completion of the plan. Deeply engaging this strategic direction/planning effort would allow for process activities such as: data collection and analysis; survey, interview and focus group work with stakeholders, community members and customers/clients in a culturally competent manner; and a facilitated process for strategic reflection and discussion to create Commission priorities and strategies, taking into account the multiple factors impacting the operating environment. Finally, a detailed strategic plan would be created with priorities for strategic investment, and specific and measurable benchmarks, objectives and tasks to achieve goals and implement the priorities of the Commission. The plan will include relevant analysis, narrative and attachments. The process will involve a number of public meetings for Commissioners to receive data, have dialogue on key issues, and find consensus.

The new strategic plan with updated Commission priorities, would provide the framework for long-term spending into the future through an updated long-range financial plan. Upon final completion of the draft strategic plan, the Commission would then consider this updated plan for adoption and implementation through a public hearing. The target goal for completion of the planning process is the end of calendar year 2018.

**STAFF RECOMMENDATIONS:**

1. Approve an agreement with Glen Price Group for the provision of services for a Strategic Direction/Planning process, as a result of a Request for Proposal process for such services.
2. Authorize the Executive Director to execute the contract with the Glen Price Group and sign any necessary documents.
3. Authorize the use of up to $74,520 of Fiscal Year 2017-2018 Contingency funds for the Agreement and for staff to make necessary technical budget adjustments and to expend these funds per terms of the Agreement.
4. Authorize the establishment of a short-term Ad Hoc Steering Committee for the Strategic Direction/Planning process.

FISCAL IMPACT:
Contingency funds of $74,520 are available, if approved, and will be used from the Fiscal Year 2017-2018 budget to fund this Agreement.

COMMISSION ACTION:
On motion of Commissioner  ; Seconded by Commissioner  
and approved by the following vote:
Ayes: Commissioner(s): 
Noes: Commissioner(s): 
Excused or Absent Commissioner(s): 
Abstaining: Commissioner(s): 
1)  Approved as recommended.
2)  Denied.
3)  Approved as amended.

Motion: 

Attest:  
Denae Davis – Confidential Assistant
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement") is made and entered into by and between the Stanislaus County Children and Families Commission, hereinafter called “Commission,” and Glen Price Group, a California corporation ("Consultant"), with an effective date of June 1, 2018.

Introduction

WHEREAS, the Commission has a need for services involving Strategic Direction/Planning;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the Commission and Consultant wish to execute an Agreement that shall govern all of the work or services provided by the Consultant during the term of this Agreement, June 1, 2018, through May 31, 2019, in the amount not to exceed $74,520; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Consultant shall furnish to the Commission upon execution of this Agreement or receipt of the Commission’s written authorization to proceed, those services and work set forth in Exhibit A, (“Services”) which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of Commission. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of Commission. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to Commission all copyrights to such works. With the Commission’s prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the Commission desire to reuse the documents specified above and not use the services of the Consultant, then the Commission agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the Commission releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the Commission.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this
Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the Commission and seek the Commission’s prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the Commission.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from Commission any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the Commission with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the Commission shall pay in full within 30 days of the date each invoice is approved by the Commission. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 Commission will not withhold any Federal or State income taxes or Social Security tax from any payments made by Commission to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. Commission has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from June 1, 2018, through May 31, 2019, unless otherwise terminated as provided below.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The Commission may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the Commission’s obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.
4. **Required Licenses, Certificates and Permits and Compliance with Laws**

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver’s licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the Commission.

Consultant shall comply will all applicable local state and Federal Laws rules and regulations.

5. **Office Space, Supplies, Equipment, Etc.**

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant—not the Commission—has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. **Insurance**

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached “Exhibit B.”

7. **Defense and Indemnification**

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the Commission and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys’ fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the Commission and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the Commission and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the Commission shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of Commission and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant
to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. **Status of Consultant**

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of Commission. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Commission. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the Commission. No agent, officer or employee of the Commission is to be considered an employee of Consultant. It is understood by both Consultant and Commission that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of Commission.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to Commission only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to Commission's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to Commission under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of Commission, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a Commission employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the Commission in any capacity whatsoever as an agent, or to bind the Commission to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds Commission harmless from any and all claims that may be made against Commission based upon any contention by
any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of Commission shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, Commission has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the Commission’s non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Consultant. Commission has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of Commission. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of Commission.
13. **Waiver of Default**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. **Notice**

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or Commission shall be required or may desire to make shall be in writing and shall be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

<table>
<thead>
<tr>
<th>To Commission:</th>
<th>To Consultant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director</td>
<td>The Glen Price Group</td>
</tr>
<tr>
<td>Stanislaus County Children &amp; Families Comm.</td>
<td>719 El Cerrito Plaza</td>
</tr>
<tr>
<td>930 15th Street, Modesto, CA 95354</td>
<td>El Cerrito, CA 94530</td>
</tr>
</tbody>
</table>

15. **Conflicts**

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. **Severability**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. **Amendment**

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. **Entire Agreement**

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. **Advice of Attorney**

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. **Construction**
Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. **Governing Law and Venue**

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION**

By: ______________________________________

David T. Jones
Executive Director

"Commission"

**GLEN PRICE GROUP**

By: ______________________________________

Aaron Price
President

"Consultant"

**APPROVED AS TO FORM:**

John P. Doering, County Counsel

By: ______________________________________

Amanda Marie DeHart
Deputy County Counsel
EXHIBIT A

A. SCOPE OF WORK

Consultant shall provide the following services:

1. The overall guidance and facilitation of a strategic direction/strategic planning process with the Child and Families Commission, Engagement with Commission staff and a project Core Team, via in-person meetings and electronic communication as appropriate, to organize the strategic planning process and provide regular status updates.

2. Develop a work plan and timeline (including roles, tasks, deliverables, deadlines, approval processes, etc.) for the consultation process and work tasks.

3. Discovery phase to include a review of the following (but not limited to): Commission’s current and past strategic plan, funded programs and evaluated results; review of other pertinent First 5 strategic plans; familiarization with 0-5 dynamics in the local community and community-wide collaborative efforts; scan of issues impacting children 0-5 and their families; literature review; local and broader data trends including compilation of relevant data to be used for consideration.

4. Stakeholder engagement including conducting stakeholder analysis to identify 0-5 community needs and common themes. This will include interviews, surveys, focus groups as well as analysis of existing data. A minimum of three community focus groups, with at least two conducted in Spanish with representatives of the Latino community who utilize Commission resources. Interviews will minimally be conducted with select Commissioners, Commission staff; key leaders from identified nonprofit organizations, schools, the faith community; and/or individuals who use Commission services.

5. Synthesis of data into organized and understandable information.

6. Organization and facilitation of strategic interactions/discussions with Commission Commissioners and staff including in-depth meetings necessary for facilitating consensus for strategic direction, priorities, and strategies.

7. Completion of a final strategic plan including; priorities for strategic investment; a timetable of implementation with specific measurable benchmarks, objectives and tasks to be accomplished to achieve goals; and clear, measurable outcomes for how to measure organizational and strategic effectiveness, impact and success. The deliverable should be a clear, easily understood, strategic plan including an implementation timeline and description of how outcomes will be measured using appropriate reliable indicators. The plan will include relevant analysis, narrative and attachments.

8. Establish a framework and process for Commission leadership to effectively implement the strategic plan and monitor progress toward achievement of goals and objectives.

9. Presentation of an updated 5-year strategic plan that links to the organization’s long-range financial plan for review and approval at an agreed upon Commission public meeting.

10. Other work as mutually agreed upon between Commission and the Consultant.

11. It is the intent of the Commission to have the Strategic Direction/Planning process completed by the end of calendar year 2018.
B. **COMPENSATION**

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. Consultant will be compensated on a time and materials basis, not to exceed the limit in Paragraph 2 below, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the consultant's Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this Agreement. In addition to the aforementioned fees, Consultant will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Consultant's Proposal attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services. Basic travel expenses associated with completion of this Agreement are the sole responsibility of Consultant. In the event it is mutually agreed upon that additional travel is needed, all travel expenses shall be reimbursed in accordance with the Commission's Travel policy, herein incorporated by reference. No markup shall be paid on reimbursed items.

   (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.

   (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

2. The parties hereto acknowledge the maximum amount to be paid by the Commission for services provided shall not exceed $74,520, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

C. **TERM**

The term of this Agreement shall be from June 1, 2018, through May 31, 2019, unless otherwise terminated per provisions of the Agreement.

D. **INVOICE TO:**

Invoices shall be submitted to:

Executive Director
Stanislaus County Children and Families Commission
930 15th Street
Modesto, CA 95354
EXHIBIT B

Insurance Required for Most Contracts
(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars ($1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars ($1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.

3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Children and Families Commission and Stanislaus County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Children and Families Commission and Stanislaus County.

*Application of Excess Liability Coverage*: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

*Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

*Additional Insured Status*

The Children and Families Commission and Stanislaus County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with
respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage**
For any claims related to this contract, the Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Children and Families Commission and Stanislaus County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Children and Families Commission and Stanislaus County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

**Reporting**
Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Children and Families Commission and Stanislaus County its officers, officials, employees, agents or volunteers.

**Notice of Cancellation**
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Children and Families Commission and Stanislaus County.

**Waiver of Subrogation**
Contractor hereby grants to Children and Families Commission and Stanislaus County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the Children and Families Commission and Stanislaus County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Children and Families Commission and Stanislaus County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**
Self-insured retentions must be declared to and approved by the Children and Families Commission and Stanislaus County. The Children and Families Commission and Stanislaus County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Children and Families Commission and Stanislaus County.

**Acceptability of Insurers**
Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best’s rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best’s rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.
Claims Made Policies
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

Verification of Coverage
Contractor shall furnish the Children and Families Commission and Stanislaus County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Children and Families Commission and Stanislaus County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Children and Families Commission and Stanislaus County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Children and Families Commission and Stanislaus County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances
Children and Families Commission and Stanislaus County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the Children and Families Commission and Stanislaus County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]
Exempt from Auto – I will not utilize a vehicle in the performance of my work with the Children and Families Commission and Stanislaus County.

Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: __________________________ Date: ______________
Signature: ____________________________ Date: ______________
Vendor Name: __________________________

For CEO-Risk Management Division use only

Exception: ____________________________
Approved by CEO-Risk Management Division: ____________________ Date: 1/16/18
FEE SCHEDULE

Communications and Coordination: $11,000
Phase 1: Discovery $20,000
Phase 2: Workgroup Planning $20,000
Phase 3: Strategic Plan Development & Finalization: $12,000
Supplies and Communications: $200
Subtotal Direct Costs: $63,200
Indirect Costs (10%) $6,320
Total Costs: $69,520

In the Case That Work Continues Beyond Dec 2018:
Continued Support Beyond Dec 2018 $5,000
Total Costs Including Support Beyond Dec 2018 $74,520

1. Schedule and Budget

Consultant shall complete the report on a mutually acceptable schedule. Consultant shall only bill for work completed and not in work in progress.

Consultant will submit invoices on a monthly basis for actual hours worked using the following hourly rates:

- President $180
- Vice President $170
- Senior Associate $160
- Associate $120
- Support Associate $90

Invoices will include a 10% indirect cost fee. Invoices will include a description of the work completed and the number of hours for each Consultant employee.

The project schedule includes three phases:
1. Discovery: June – August 2018
2. Planning: August – October 2018
3. Strategic Plan Development and Finalization: November – December 2018

Key milestones and deliverables include:
1. Detailed work plan and timeline: June 2018
2. 4-5 Commission planning meetings between June and December 2018
3. Discovery Report: August 2018
4. Draft of complete strategic plan: November 2018
5. Final strategic plan for presentation to the Commission for approval and adoption: December 2018
Administrative Committee Minutes

Monday, May 7, 2018

Commissioners Present: Vicki Bauman, Mary Ann Lee
Commissioners Absent: Ignacio Cantu Jr., Kathy Harwell
Staff Present: Veronica Ascencio, Denae Davis, David Jones

1. Monthly Contract Financial Report as of April 2018 – Staff updated the Committee on the invoice processing. Invoices are being processed in a timely manner.
2. Staff discussed the proposed 2018-2019 Budget and Long Range Financial Plan with the Committee and discussed the assumptions used to prepare the documents.
3. Staff shared an update with the Committee regarding Strategic Planning/Direction and the Glen Price Group. Staff discussed need for Commissioner engagement and involvement throughout process.
4. The Committee was presented with the new logo design and an update regarding the ordinance and name change.
5. Draft May 22, 2018 Commission Meeting – Board Room, Stanislaus County Office of Education
   a. Public Hearing on the Fiscal Year 2018/2019 Budget
   b. Strategic Planning Contract
   c. Presentation on Communication – Center for Human Services
6. Executive Director Report – The Director provided an update regarding site visits and contract processing.
7. Adjournment
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Budget</th>
<th>Actual Expenditures</th>
<th>Remaining Budget</th>
<th>% Actual to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 211 Project (United Way)</td>
<td>$80,000</td>
<td>$37,082</td>
<td>$42,918</td>
<td>46%</td>
</tr>
<tr>
<td>Family Resource Centers:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Ceres Partnership for Healthy Children (CHS)</td>
<td>$163,418</td>
<td>$110,445</td>
<td>$52,973</td>
<td>68%</td>
</tr>
<tr>
<td>3 Hughson Family Resource Center (SV)</td>
<td>$147,135</td>
<td>$107,717</td>
<td>$39,418</td>
<td>73%</td>
</tr>
<tr>
<td>4 N. Modesto/Salida Family Resource Center (SV)</td>
<td>$311,147</td>
<td>$209,978</td>
<td>$101,169</td>
<td>67%</td>
</tr>
<tr>
<td>5 Oakdale/Riverbank Family Resource Center (CHS)</td>
<td>$158,847</td>
<td>$110,569</td>
<td>$48,278</td>
<td>70%</td>
</tr>
<tr>
<td>6 Parent Resource Center</td>
<td>$350,457</td>
<td>$281,736</td>
<td>$68,721</td>
<td>80%</td>
</tr>
<tr>
<td>7 Turlock Family Resource Center (Aspiranet)</td>
<td>$190,415</td>
<td>$115,602</td>
<td>$74,813</td>
<td>61%</td>
</tr>
<tr>
<td>8 Westside Family Resource Center (CHS)</td>
<td>$237,938</td>
<td>$156,460</td>
<td>$81,478</td>
<td>66%</td>
</tr>
<tr>
<td>9 The Bridge (Sierra Vista)</td>
<td>$185,000</td>
<td>$122,975</td>
<td>$62,025</td>
<td>66%</td>
</tr>
<tr>
<td>10 Healthy Start Sites</td>
<td>$416,020</td>
<td>$158,088</td>
<td>$257,932</td>
<td>66%</td>
</tr>
<tr>
<td>11 Children's Crisis Center</td>
<td>$460,000</td>
<td>$322,037</td>
<td>$137,963</td>
<td>70%</td>
</tr>
<tr>
<td>12 Court Appointed Special Advocates</td>
<td>$60,000</td>
<td>$40,555</td>
<td>$19,445</td>
<td>68%</td>
</tr>
<tr>
<td>13 Family Justice Center</td>
<td>$101,530</td>
<td>$43,508</td>
<td>$58,022</td>
<td>43%</td>
</tr>
<tr>
<td>14 La Familia Counseling Program (El Concilio)</td>
<td>$98,000</td>
<td>$66,132</td>
<td>$31,868</td>
<td>67%</td>
</tr>
<tr>
<td>15 Zero to Five Early Intervention Partnership (BHRS)</td>
<td>$1,523,009</td>
<td>$1,079,117</td>
<td>$443,892</td>
<td>71%</td>
</tr>
<tr>
<td>Total Area 1:</td>
<td>$4,482,916</td>
<td>$2,961,999</td>
<td>$1,520,917</td>
<td>66%</td>
</tr>
<tr>
<td>Targeted Intensive Family Support Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 Keyes (1)</td>
<td>$10,000</td>
<td>$ -</td>
<td>$10,000</td>
<td>0%</td>
</tr>
<tr>
<td>17 Riverbank (2)</td>
<td>$20,000</td>
<td>$ -</td>
<td>$20,000</td>
<td>0%</td>
</tr>
<tr>
<td>Quality ECE Investments</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 Early Care and Education Conference</td>
<td>$12,000</td>
<td>$5,065</td>
<td>$6,935</td>
<td>42%</td>
</tr>
<tr>
<td>Total Area 2:</td>
<td>$42,000</td>
<td>$5,065</td>
<td>$36,935</td>
<td>12%</td>
</tr>
<tr>
<td>Kindergarten Transition Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19 Healthy Cubs (Health Services Agency)</td>
<td>$50,000</td>
<td>$21,092</td>
<td>$28,908</td>
<td>42%</td>
</tr>
<tr>
<td>Maternal &amp; Child Health Care</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 Healthy Birth Outcomes (Health Services Agency)</td>
<td>$1,339,160</td>
<td>$832,057</td>
<td>$507,103</td>
<td>62%</td>
</tr>
<tr>
<td>Oral Health</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21 Dental Education (Health Services Agency)</td>
<td>$30,000</td>
<td>$20,602</td>
<td>$9,398</td>
<td>69%</td>
</tr>
<tr>
<td>Total Area 3:</td>
<td>$1,419,160</td>
<td>$873,751</td>
<td>$545,409</td>
<td>62%</td>
</tr>
<tr>
<td>Provider Capacity Building, Training and Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22 Healthy Start Support (SCOE)</td>
<td>$82,378</td>
<td>$30,769</td>
<td>$51,609</td>
<td>37%</td>
</tr>
<tr>
<td>Total Area 4:</td>
<td>$82,378</td>
<td>$30,769</td>
<td>$51,609</td>
<td>37%</td>
</tr>
<tr>
<td>Total Services Contracts</td>
<td>$6,026,454</td>
<td>$3,871,584</td>
<td>$2,154,870</td>
<td>64%</td>
</tr>
</tbody>
</table>
Operations Committee Minutes

Thursday, May 10, 2018

Commissioners Present: Nelly Paredes-Walsborn, George Skol, Dr. Julie Vaishampayan
Commissioners Absent: Dave Cooper
Staff Present: Veronica Ascencio, Denae Davis, David Jones

1. Monthly Contract Financial Report as of April 2018 – Staff updated the Committee on the invoice processing. Invoices are being processed in a timely manner.

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   a. Public Hearing on the Fiscal Year 2018/2019 Budget
   b. Strategic Planning Contract
   c. Presentation on Communication – Center for Human Services

6. Executive Director Report – The Director provided an update regarding site visits and contract processing.

7. Adjournment
Executive Committee Minutes

Wednesday, May 16, 2018

Commissioners Present: Kathryn Harwell, Nelly Paredes-Walsborn
Commissioners Absent: Vito Chiesa
Staff Present: David Jones, Veronica Ascencio, Denae Davis

1. Monthly Contract Financial Report as of April 2018 – Staff updated the Committee on the invoice processing. Invoices are being processed in a timely manner.
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   b. Strategic Planning Contract
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6. Executive Director Report – The Director provided an update regarding site visits and contract processing.
7. Adjournment
May 9, 2018

David Jones, Executive Director
Stanislaus County Children and Families Commission
930 15th Street
Modesto, CA 95354

Dear Mr. Jones:

The State Controller’s Office (SCO) has completed the desk review of your annual audit report for the fiscal year ended June 30, 2017. The review disclosed that the audit report met the minimum reporting standards contained in the 2016-17 Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act (First 5 Audit Guide) and prescribed in California Health and Safety Code section 130151(b).

If you have any questions, please contact Kirk Ochoa, Audit Manager, by telephone at (916) 327-5005 or by email at First5Audits@sco.ca.gov.

Sincerely,

JOEL JAMES, Chief
Financial Audits Bureau
Division of Audits

JJ/kw

19051

17-50

cc: Kirk Ochoa, Audit Manager
State Controller’s Office
Laurie DiBartolo, Fiscal Advisor
Fiscal Services Office
First 5 California
Eric H. Xin, Brown Armstrong, CPAs