



Memo

To: Commissioners, First 5 Ventura County

From: Jennifer Johnson, Director of Operations (On behalf of the Administration/Finance Committee)

Date: December 13, 2018

Re: Recommendation to revise contract boilerplate for funded programs

Background

The standard boilerplate contract for funded programs is reviewed on an annual basis (before the beginning of each new fiscal year). Commission staff reviews insurance requirements, identifies any new provisions that may need to be added due to any issues encountered in the prior year, and looks for opportunities to clarify language and streamline the boilerplate. Modifications are developed in consultation with the Commission's insurance broker and reviewed by legal counsel.

The Commission's contracting practice for multi-year contracting with service provisions and budgets for the full funding cycle is maintained in the proposed boilerplate. Funded partners have the ability to amend budgets and service provisions, if needed. On an exception basis, if the projected services and/or budget cannot be determined for more than one year because of certain factors (e.g., unknown leveraged funding) the contract would be issued for one year with annual amendments to add additional fiscal years as needed.

Currently, funded partners are allowed to utilize unspent funds for use by the end of the funding cycle. The proposed boilerplate would continue to consider the use of unspent funds that result after the end of FY 2019-20 for use by June 30, 2021, with submission of a detailed plan in accordance with the Commission's approved criteria.

Recommendation

The recommendation is to revise the contract boilerplate for funded programs, as attached. Highlights of the revisions to the boilerplate include:

- Attribution language is updated to reflect the re-designed Neighborhoods for Learning Initiative for FY19-21.
- Adds a provision for tax-exempt organizations to submit a copy of their annual return filed with the Internal Revenue Service.
- Implements a provision for Contractor to maintain an inventory of equipment and furniture purchased under the agreement.



BOILERPLATE CHANGES

The following provisions are under consideration for modification. New language is reflected in underlined font. Omitted language is reflected in strikethrough font.

2.24 ATTRIBUTION. CONTRACTOR agrees to use the First 5 Ventura County logo (“Logo”), provided by COMMISSION, for all printed material specific to the Program funded by COMMISSION under this Agreement. Materials shall include, but not be limited to websites; brochures; flyers; handbooks; television, radio, print ads, social media, and public service announcements; and presentations. If the CONTRACTOR performs a Program that is identified in the COMMISSION’s Strategic Plan then they are required to use the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the COMMISSION, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the COMMISSION, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, “Funded by:” placed over the logo, or “Supported through a grant from:” placed over the logo. For COMMISSION’s Neighborhood for Learning ~~programs~~initiative, “First 5” shall precede the name of the Neighborhood for Learning. CONTRACTOR shall refer to the program as the “First 5 ~~[insert name of NfL community]~~ Neighborhood for Learning” in all verbal communications and materials as defined in Section 2.24 herein.

4.14 TAX-EXEMPT ORGANIZATION FILING REQUIREMENT. If CONTRACTOR is classified as a tax-exempt organization by the Internal Revenue Service (IRS) and is required to submit an annual return to the IRS, CONTRACTOR shall submit the annual return to COMMISSION, within 60 days of its filing.

4.15 INVENTORY. CONTRACTOR shall maintain an inventory of any equipment or furniture purchased in whole or in part with funds provided under this Agreement. Upon request, CONTRACTOR shall make these records available within Ventura County to all authorized COMMISSION, state (including Auditor General) and federal personnel.