



FIRST 5

NAPA COUNTY

MEETING ADDRESS: 1303 Jefferson Street, Suite 100A, Napa CA 94559

AGENDA
August 26, 2024
3:00 PM-5:00 PM

Agenda Item	Facilitator
1) Call to Order	J. Cisneros
2) Public Comment	J. Cisneros
3) Mission and Vision Moment	A. Garcia
First 5 Napa County Vision Napa County is a strong and healthy community because families can set down roots, grow, and thrive.	
First 5 Napa County Mission First 5 Napa County convenes and mobilizes the community to use systems- and design-thinking to center and lift up our community's young children, their families, and the providers who serve them.	
4) Approval of Commission Meeting Notes <i>June 7, 2024</i>	J. Cisneros ACTION
5) Commission Business a) Reminder to promote application opportunity for current open First 5 Commission position	J. Cisneros



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6) Presentation: Review of Brown Act requirements

B. Strauss

7) Presentation: Overview of Executive Director "First 90 Days" plan and priorities

A.Walker

5) Contracts

J. Cisneros

ACTION

- a. Review and possible approval of Contract 501-25 with Community Resources for Children in the amount of \$101,500 for local quality counts implementation during FY23-24.
- b. Review and possible approval of MOU 589-25 with First 5 Del Norte County in the amount of \$60,111.50 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
- c. Review and possible approval of MOU 590-25 with First 5 Humboldt County in the amount of \$104,443.00 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
- d. Review and possible approval of MOU 591-25 with First 5 Sonoma County in the amount of \$314,782.00 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
- e. Review and possible approval of MOU 592-25 with First 5 Mendocino County in the amount of \$104,831.00 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.



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- f. Review and possible approval of MOU 593-25 with First 5 Solano County in the amount of \$239,114.00 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
- g. Review and possible approval of MOU 594-25 with First 5 Marin County in the amount of \$227,777.40 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
- h. Review and possible approval of MOU 595-25 with Lake County Office of Education in the amount of \$159,392.05 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
- i. Review and possible approval of MOU 597-25 with Solano County Office of Education in the amount of \$412,454.00 for IMPACT Legacy grant for HUB Regional Capacity Building related regional reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
- j. Review and possible approval of MOU 605-25 with Community Resources for Children in the amount of \$30,111.72 for IMPACT Legacy grant for HUB Regional Capacity Building related regional reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.

6) Items for next commission meeting

J. Cisneros

7) Announcements

J. Cisneros



FIRST 5
NAPA COUNTY

Next Commission Meeting: September 23, 2024 from 3-5PM



****UPDATED MEETING DETAILS****
June 24, 2024 3:00 PM-5:00 PM

MEETING IN PERSON ADDRESS: 1303 Jefferson Street, Suite 100A

Commission Meeting Minutes

1. Call to Order: 3:02 pm. The following were present:

<input checked="" type="checkbox"/> X Juan Cisneros	<input checked="" type="checkbox"/> X Jennifer Ocon	<input checked="" type="checkbox"/> X Monica Koenig
<input type="checkbox"/> Kecia Lind	<input type="checkbox"/> Joelle Gallagher	<input checked="" type="checkbox"/> Jennifer Yasumoto-
<input type="checkbox"/> Kelsey Petithomme	<input type="checkbox"/> Vanessa Rubio	<input type="checkbox"/> Tarence Powell Absent

Staff present:

<input checked="" type="checkbox"/> Michele Grupe	
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2. Public Comment

- 1. No public comments.

3. Approval of Commission Minutes, J. Cisneros

- Minutes for May 2024

a. (Motion 1st by KL , 2nd by JG.

JC	VR	TP	KL	JO	KP	JG	MK	JY
Y	X	absent	1st	Y	x	2nd	Y	Abstain

4. Commission Business

a.) Welcome Ashley Walker! New ED for First 5, Introductions

b.) Program Evaluation Update: MG

- Due to staffing changes, program report will be delayed until September. (RSG, Strategic Planning, Community Grants, Floreecer.
- Mechele Small Haggard- contract extended through the new FY 24/25

5. Review and possible approval of the following contracts – approved under one motion after reviewing each one individually.

- A.)** MOU 591-24 (Sonoma) Unspent funds to be carried over FY 23/24 to FY 24/25
- B.)** MOU 593-24 (Solano) Unspent funds to be carried over FY 23/24 to FY 24/25
- C.)** MOU 595-24 (Lake County) Unspent funds to be carried over FY 23/24 to FY 24/25
- D.)** MOU 597-24: Solano County Office of Ed. Carry over Unspent Funds
- E.)** MOU 602-24: Amendment to extend Michele Grupe’s contract from 8 hours to up to 20 hours. Ashley Westhaver to start FT on 7/28/24.
- F.)** Program Evaluation consulting contract with Mechele Small Haggard
- G.)** RSG! Service Mapping and Model Logic Contract with MSH

(Motion 1st by JG 2nd by MK).

JC	VR	TP	KL	JO	KP	JG	MK	JY
Y	Y	Absent	Y	Y	Y	1 st	2nd	X

6. Items for next Commission Meeting, J.Cisneros

- 4th Quarter financials
- Mission moments (site visits schedule)
- Updated proposal First 5 NC duties and responsibilities (agreements) last revised June 2015

7. Announcements

- Meet Me In the Streets – July 12th American Canyon family fair. Well attended
- Pride Month Events
- Next Meeting 8/26 – no meeting in July

Adjourn: 3 :46 pm.

Juan Cisneros, Chair

ATTEST:

Monica Koenig, Secretary

Commissioners Voting Key

JC = Juan Cisneros; TP= Torrence Powell; VR = Vanessa Rubio
KL = Kecia Lind; JO = Jennifer Ocon; KP = Kelsey Petithomme;
JG = Joelle Gallagher; MK= Monica Koenig

Notations under Vote: A = Abstained; C = Conflict; I = ineligible to vote (not sworn in)
Y= Vote in Approval; N= Vote Against
Absent = Commissioner Absent

Ralph M. Brown Act

Summary for First 5 Commissioners

August 26, 2024

Intent of the Law: Public commissions, boards and other public agencies exist to aid in the conduct of the *people's business*. The intent of the law is that their deliberations be conducted openly and their actions be taken openly so that the people may remain informed and may participate in the conduct of their business. The Napa County First 5 Commission is required to follow the Brown Act. The Brown Act requires:

All meetings of the Commission to be properly noticed

- The time and place of “regular” meetings must be established by ordinance, resolution, or in the bylaws
- The Commission may hold a “special” meeting, on a different day and/or time, with twenty-four hours’ notice.
- The agenda for the meeting must be posted at least 72 hours before the meeting
- The agenda must describe what will be discussed at the meeting in sufficient detail to allow a member of the public to know whether they want to attend the meeting
- Only items on the posted agenda may be discussed at the meeting unless the need to discuss a particular item arose after the agenda was posted and a decision of the Commission is required prior to the next regular meeting.

All meetings of the Commission must be open to the public

- The public must be allowed to speak at each meeting of the Commission on any item that is on the agenda.
- Each agenda must include an item called “Public Comment” at which time members of the public may address the Commission on items that are not on the agenda.
- Copies of all written information that is given to the Commission must be made available to the public.

What is a meeting?

- A “meeting” occurs any time a majority of the Commission (5 members) discusses a subject that is within its subject matter jurisdiction. A “meeting” occurs if a majority of the Commission is at a third-party’s meeting the subject of which involves funding for programs for 0 – 5 year old children. A “meeting” does not occur if a majority of the Commission finds itself at a social or ceremonial event; but those Commissioners should not discuss Commission business among themselves at the event.
- A “serial” meeting is a violation of the Brown Act. A “serial” meeting occurs when a majority of the Commission comes to a decision outside a properly noticed public meeting, either by (1) Member A speaking to Member B speaking to Member C, etc. until a quorum and collective concurrence has been established; or (2) a third party

speaking to 5 members of the Commission for the purpose of coming to a consensus decision on an issue.

- Meetings of standing subcommittees with ongoing responsibility are required to be properly noticed and must be open to the public even if the subcommittee does not include a quorum of the Commission. For example, the Commission’s Executive Committee is a standing subcommittee under the Brown Act.
- The Commission may hold “closed” (non-public) meetings on certain subjects. Of most relevance to the Commission is the closed session which may be held to evaluate personnel but note that salaries may not be discussed or established in closed session.
- The Commission may not vote by secret ballot.

Meeting by Teleconference/Zoom

- The Commission may conduct a meeting by teleconference/Zoom if at least a majority (5) Commissioners participate in person from the same location and that location is open to the public.
- The Commission must provide a way for the public to connect to the meeting and must allow the public to participate in the meeting through a call-in option or via an internet-based service option and at the in-person location
- A Commission member may only participate in a regular meeting remotely because of (a) “emergency circumstances;”¹ or (b) “just cause.”²
 - If for “emergency circumstances,” the member must request the Commission to allow them to participate remotely. The Commission must take action on the request. If for “just cause,” the member must notify the Commission of the general circumstances relating to their need to appear remotely.
 - A Commission member may not use “just cause” to join remotely more than two times per calendar year.
 - A Commission may not use “emergency circumstances” to join remotely for a period of more than 3 consecutive months or 20% of the regular meetings in a calendar year.

There are both civil and criminal penalties for violating the Brown Act.

Please contact Betsy Strauss at betsy.strauss@gmail.com or (707) 290-8772 if you have questions.

¹ “Emergency circumstances” means a physical or family medical emergency that prevents a member from attending in person.

² “Just cause” means (a) a childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse or domestic partner; (b) a contagious illness; (c) a need related to a physical or mental disability; or (d) travel while on official business for the Commission or another state or local agency



NAPA COUNTY CHILDREN AND FAMILIES COMMISSION AGREEMENT #501-25

THIS AGREEMENT is made and entered into as of this August 26 2024, by and between First 5 Napa County Children and Families Commission, hereinafter referred to as "COMMISSION", and, **Community Resources for Children** whose business address is **3299 Claremont Way, Suite 1, Napa, CA 94558** hereinafter referred to as "CONSULTANT"

RECITALS

WHEREAS, "Quality Counts" is a program funded jointly by First 5 California and the California Department of Education

WHEREAS, on December 28, 2015 the COMMISSION adopted the Phase 2 First 5 IMPACT High-Quality Action Plan to implement the program known as "Quality Counts", and

WHEREAS, on September 1, 2017 the COMMISSION and CONTRACTOR entered into Agreement #513-18 awarding funding from First 5 California and the California Department of Education to CONTRACTOR for the "Quality Counts" program; and

WHEREAS, effective July 1, 2020 the COMMISSION received funding from a new combined contract with First 5 California and the California Department of Education under the Quality Counts California Local Consortia and Partnership Grant (Quality Counts Grant); and

WHEREAS, the COMMISSION wishes to award funding received under the Quality Counts Grant to CONTRACTOR for the Scope of Work outlined in EXHIBIT A; and

WHEREAS, COMMISSION has budgeted the expenditure of, and CONTRACTOR is willing to accept and utilize funding provided to the COMMISSION by First 5 California and the California Department of Education for such purpose under the terms and conditions set forth herein.

Terms

NOW, THEREFORE, said Commission and said Consultant for the considerations hereinafter set forth, mutually agree as follows:

- 1. SCOPE OF WORK.** CONSULTANT shall perform those services in the "Scope of Work" attached as Exhibit "A"
- 2. COMPENSATION.** COMMISSION authorizes and directs the Napa County Auditor-Controller to issue and deliver to CONTRACTOR payments according to the following schedule:

PAYMENT SCHEDULE		
	TOTAL PAYMENT	PAYMENT MONTH
1 ST PAYMENT	\$25,375.00	SEPTEMBER 2024
2 ND PAYMENT	\$25,375.00	DECEMBER 2024
3 RD PAYMENT	\$25,375.00	MARCH 2024



NAPA COUNTY CHILDREN AND FAMILIES COMMISSION AGREEMENT #501-25

4 TH PAYMENT*	\$25,375.00	JUNE 2024
TOTAL GRANT	\$101,500.00	

**After confirmation of completion and compliance with terms of contract are ensured.*

The above payments shall be COMMISSION warrants drawn on those COMMISSION trust fund monies previously budgeted for this purpose in the COMMISSION's fiscal year 2024-2025 budget.

b. No action or representation by COMMISSION has been made, or shall be construed by CONTRACTOR as evidence that COMMISSION shall provide any monies for the support of the ongoing activities of CONTRACTOR other than the project or for support of the project in any amount in excess of the amount specified in subparagraph (a) above.

c. The COMMISSION makes the payments described in this paragraph with funds received from the First 5 California Children and Families Commission. The funds received by the First 5 California Children and Families Commission are controlled by First 5 California and the California Department of Education. It is possible that during the term of this Agreement, the COMMISSION will not receive sufficient funding from the First 5 California Children and Families Commission to make each of the payments required by this paragraph. CONTRACTOR acknowledges and agrees that the COMMISSION may reduce the payments made pursuant to this paragraph proportionately to the proportionate reduction of funds received by the COMMISSION from the First 5 California or the California Department of Education.

- 3. TERM.** The term of this Agreement shall begin July 1, 2024 and end June 30, 2025 or the completion of the work contemplated by this Agreement, whichever is earlier, unless terminated earlier as provided herein.
- 4. NOTICES.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

To: Commission

Lilea Duran
Executive Director

First 5 Children and Families Commission

To: Consultant

Erika Lubesky
Executive Director

Community Resources for Children



NAPA COUNTY CHILDREN AND FAMILIES COMMISSION AGREEMENT #501-25

1303 Jefferson St. Suite 100A
Napa, CA 94559

3299 Claremont Way. Suite 1
Napa, CA 94558

5. **AMENDMENT OF SCOPE OF WORK.** Commission shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Consultant to secure Commission's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum merit, etc. for work done without the appropriate Commission authorization.
6. **COMMISSION'S RIGHT TO TERMINATE/SUSPEND CONTRACT.** At any time and for any or no reason, Commission shall have the right to terminate this Agreement, take possession of the Consultant's work, e.g., studies, preliminary drawings, computations, specifications, etc., insofar as they are complete and acceptable to the Commission and use the same, and pay the Consultant any sum due and owing for work satisfactorily performed prior to the termination of the Agreement. Notwithstanding the above, Consultant shall not be relieved from liability to Commission for damages sustained by virtue of any breach of this Agreement by Consultant, whether or not the Agreement was terminated for convenience or cause, and Commission may withhold payments not yet made to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due Commission from Consultant is determined. If Commission terminates this contract for reasons other than performance prior to the completion of the consulting engagement, Commission shall compensate Consultant what is due for work already performed and any outstanding expenses at the time of termination.
7. **CORRECTION OF WORK.** The performance of services or acceptance of information furnished by CONSULTANT shall not relieve the Consultant from obligation to correct any inaccurate or incomplete work subsequently discovered and all such work shall be remedied by the Consultant on demand without cost to the Commission.
8. **DELAYS AND EXTENSIONS.** Time is of the essence concerning performance of this Agreement; however, the Consultant will be granted time extensions for delays beyond the Consultant's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Consultant and the Commission.
9. **RECORDS OF PERFORMANCE.** Consultant shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by the Commission during the agreement period and for a period of three (3) years from the date of final payment.



NAPA COUNTY CHILDREN AND FAMILIES COMMISSION AGREEMENT #501-25

10. **SUBCONTRACTING.** Some of the services covered by this contract shall be subcontracted to others as deemed necessary to complete the project and assigned by CONSULTANT and after approval by the COMMISSION Executive Director.
11. **INDEMNIFICATION.** To the full extent permitted by law, CONSULTANT shall indemnify, hold harmless, release and defend COMMISSION, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including CONSULTANT, in whole or in part, arising out of CONSULTANT's activities hereunder, including the activities of other persons employed or utilized by CONSULTANT in the performance of this Agreement (including design defects and regardless of COMMISSION's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the sole negligence or willful misconduct of COMMISSION. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONSULTANT under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by CONSULTANT and shall continue to bind the parties after termination/completion of this Agreement.
12. **INSURANCE.** Without limiting CONSULTANT's indemnification provided herein, CONSULTANT shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers (if other than the State Compensation Fund) with a current A.M. Best's rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONSULTANT, its agents, employees or subcontractors:
 - A. **General Liability Insurance.** CONSULTANT shall obtain and maintain in full force and effect during the term of this Agreement a general liability insurance policy (personal injury and property damage) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or
 - B. **Workers' Compensation Insurance.** CONTRACTOR shall provide, to the extent required by law, workers' compensation insurance in the performance of any of CONTRACTOR's duties under this Agreement; including but not limited to, workers' compensation and disability, and shall provide COMMISSION with certification of all such coverages upon request by COMMISSION.
 - C. **Comprehensive Automobile Liability Insurance.** CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement, a comprehensive automobile liability insurance policy (bodily injury and property damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business activities under this Agreement of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per occurrence.



NAPA COUNTY CHILDREN AND FAMILIES COMMISSION AGREEMENT #501-25

- D. **Proof of Insurance.** All insurance coverages referenced in subparagraphs A, B and C above shall be evidenced by a Certificate of Coverage which shall be filed with the Secretary of the COMMISSION prior to the date hereof, shall name COMMISSION, its officers, employees, and agents as additional insureds, shall be kept current during the term of this Agreement and shall provide that COMMISSION shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, or other termination. If the foregoing insurance requirements are satisfied in whole or in part by qualified self-insurance, certification thereof shall be provided to COMMISSION showing the limits of the self-insurance.
- E. **Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be approved by, COMMISSION. At the option of and upon request by COMMISSION, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COMMISSION, its officers, employees and agents or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
13. **STANDARD OF CARE.** COMMISSION relies upon the professional ability of CONSULTANT and representations regarding the type of work to be performed as a material inducement to entering into this Agreement. CONSULTANT shall perform the professional services hereunder in accordance with the highest professional standards.
14. **CONFLICT OF INTEREST.** CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
15. **STATEMENT OF ECONOMIC INTEREST.** If COMMISSION determines CONSULTANT comes within the definition of CONSULTANT under the Political Reform Act (Government Code §87100), CONSULTANT shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the COMMISSION of Napa disclosing CONSULTANT and/or such other person's financial interests.
16. **MERGER.** This Agreement shall constitute the entire Agreement between the parties and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. No modification of this Agreement shall be effective unless and until evidence by a writing is signed by both parties.
17. **DEFAULT.** If CONSULTANT should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, COMMISSION may terminate this Agreement by giving CONSULTANT written notice of such termination, stating the reason for such termination. In such event, CONSULTANT shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder,



NAPA COUNTY CHILDREN AND FAMILIES COMMISSION AGREEMENT #501-25

an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by CONSULTANT bear to the total services otherwise required to be performed for such total fee; provided, however, that the COMMISSION may withhold payments not yet made to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due COMMISSION from CONSULTANT is determined.

18. **ATTORNEY FEES, APPLICABLE LAW AND FORUM.** In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Napa.
19. **INDEPENDENT CONTRACTOR.** The parties intend that CONSULTANT, in performing the services specified herein, shall act as an independent contractor, and shall have control of the work and the manner in which it is performed. CONSULTANT is not to be considered an agent or employee of the COMMISSION and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COMMISSION provides its employees. In the event COMMISSION exercises its right to terminate this Agreement, CONSULTANT expressly agrees that he/she shall have neither recourse nor right of appeal under rules, regulations, ordinances, or laws applicable to employees.
20. **TAXES.** CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold the COMMISSION harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONSULTANT's failure to pay, when due, all such taxes and obligations.
21. **EMPLOYMENT PRACTICES.** CONSULTANT shall not discriminate in its performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.
22. **COMPLIANCE WITH LAW.**
 - A. CONSULTANT shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the CONSULTANT and his/her work hereunder and shall ensure that all subcontractors do the same.
 - B. CONSULTANT agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONSULTANT performing any services under this Agreement have a legal right to work in the United States of America, that



NAPA COUNTY CHILDREN AND FAMILIES COMMISSION AGREEMENT #501-25

all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONSULTANT shall make the required documentation available upon request to COMMISSION for inspection.

23. TITLE TO DOCUMENTS. Title to all plans, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement, including the unlimited license to use the same for completion and maintenance of the project described in this Agreement, shall be vested in the Commission, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the Commission. Basic notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the Commission without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed, or generated in any way through this Agreement without the written permission of Commission during the term of this Agreement or until ninety (90) days after receipt of final payment from Commission.

24. INTERPRETATION. Notwithstanding the fact that one or more provisions of this Agreement may have been drafted by one of the parties to this Agreement, such provisions shall be interpreted as though they were a product of a joint drafting effort, and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

NAPA COUNTY CHILDREN AND FAMILIES COMMISSION

CONSULTANT

COMMUNITY RESOURCES FOR CHILDREN

By _____
Juan Cisneros, Chairperson
"COMMISSISON"

By _____
Agency Director

APPROVED AS TO FORM

By _____
Betsy Strauss, COMMISSION Counsel



NAPA COUNTY CHILDREN AND FAMILIES COMMISSION AGREEMENT #501-25

ATTEST:
SECRETARY OF COMMISSION

By _____

COMMUNITY RESOURCES FOR CHILDREN

Exhibit A-Scope of Work

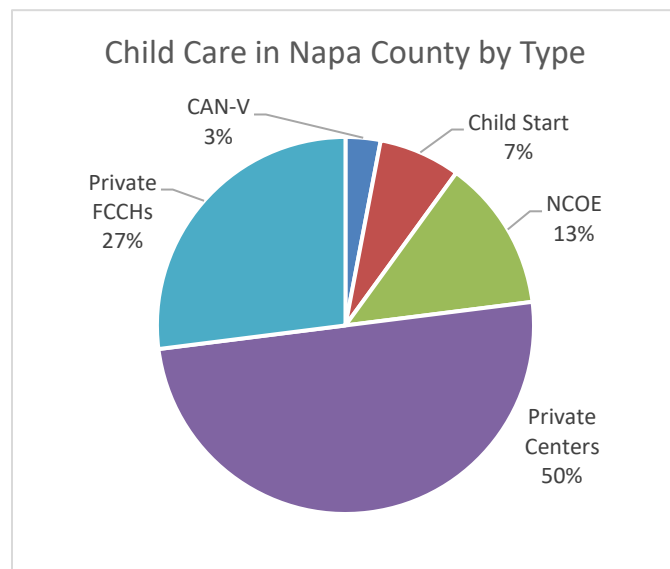
Quality Counts: Results for 2023-2024 and Plan for 2024-2025

Child Care Capacity in Napa County as of February 2024

As illustrated in the chart below, private child care represents 77% of all licensed child care slots available in Napa County. Since the inception of the program, CRC has enrolled in Quality Counts and served approximately 45% of all private child care sites.

Percent of Total Capacity	
CAN-V	3%
Child Start	7%
NCOE	13%
Private Centers	50%
Private FCCH's	27%
Grand Total	100%

Capacity (Slots)	
CAN-V	92
Child Start	202
NCOE	393
Private Centers	1547
Private FCCH's	864
Grand Total	3098



The following pages detail how Community Resources for Children has implemented Quality Counts and enhanced the quality of the early care and education of our community as well as the plan for the upcoming year.

COMMUNITY RESOURCES FOR CHILDREN

	Program Results FY 23-24	Plan for FY 24-25
<i>Number of Participating Sites</i>	<p>Quality Counts Participants: 38 sites</p> <p>7 Private Centers, 21 Family Child Care Homes, 4 FFNs, 6 Alternative Sites</p>	<p>Participation Targets: 39 sites</p> <p>Provide outreach and engagement to priority populations to recruit Quality Counts participants. We anticipate recruiting:</p> <p>8 Private Centers, 20 Family Child Care Homes, 4 FFNs and 7 Alternative Sites</p>
<i>Number of Children Served</i>	Licensed Care Setting & FFN setting: 565 Alternative Site Settings: TBD	TBD
<i>Staffing</i>	Number of coaches: 2	Number of coaches: 2
<i>Incentives</i>	Stipends were not available in the current Quality Counts funding.	Stipends are not available in the current Quality Counts funding. Distribution of stipends will depend on availability of HUB funds and/or other funding sources.
<i>Professional Development Opportunities</i>	<p>Directors' Roundtables/Community of Practices: 7</p> <p>Provided opportunities for Center Directors to collaborate, network and discuss topics related to program implementation and/or administration. Topics addressed included Community Care Licensing regulations and updates, Universal Preschool and Transitional Kindergarten (UPK/TK), hiring and retaining early learning staff and its impacts on program enrollment.</p> <p>Professional Development Opportunities offered: 12</p> <p>Examples of training topics included: Technology Support, Visual Supports (Inclusion), Business Fundamentals, Understanding Children's Behavior, Partnerships with Families, Emergency Preparedness and Trauma Informed Care Training</p> <p>Number of unique attendees who are also QC participants: 26</p> <p>Number of total unique attendees for FY 2023-24: 77</p>	<p>8 Directors' Roundtables/Community of Practices will be offered.</p> <p>Topics of discussion will be determined by the attendees of the roundtable.</p> <p>Host 12 professional development opportunities for all child care educators. Offerings will include Business Fundamentals (Tax and Insurance workshops), Trauma Informed Care training, Visual Supports for Teaching Skills, Felt Stores for Engaging Infants/Toddlers. Training topics were selected based on provider needs, coach inputs and best practices in the field.</p>

COMMUNITY RESOURCES FOR CHILDREN

<p><i>Anti-Bias Trainings / Opportunities</i></p>	<p>First 5 hosted an Anti-Bias training series and offered Rainbow Kits to all participating providers. Additional anti-bias trainings will be shared with all QC providers as opportunities arise.</p>	<p>Pending availability of HUB funds, First 5 will host an Anti-Bias training series and offer Rainbow Kits to all participating providers. Additional anti-bias trainings will be shared with all QC providers as opportunities arise.</p>
<p><i>Coaching</i></p>	<p>1:1 coaching available in-person at child care site or via phone. Support is available when requested by providers. In addition, Quality Counts Coaches proactively reach out to participating sites to offer onsite visits/support.</p> <p>Examples of supports requested include developing age-appropriate activities, recordkeeping, establishing routines, conducting developmental screenings and working with infants/toddlers.</p>	<p>1:1 coaching will continue to be available in-person at child care site or via phone. Support is available when requested by providers. In addition, Quality Counts Coaches proactively reach out to participating sites to offer onsite visits/support.</p>
<p><i>Ages and Stages Questionnaire (ASQ-3 and ASQ:SE)</i></p>	<p>ASQ screenings completed: 92</p> <p>Screenings were offered to child care providers, parents/caregivers in our community.</p>	<p>CRC will continue to offer ongoing ASQ screenings as staff time allows, as requested by child care providers and parents/caregivers in our community.</p>
<p><i>Data Systems</i></p>	<p>Required data were entered in Hubbe/iPinwheel to prepare for the submission of Common Data File.</p> <p>All CRC professional development opportunities were entered on CA ECE Workforce Registry and participant information was updated.</p> <p>Coaches provided technical assistance for Quality Counts participants to create, update and complete California Early Care and Education Workforce Registry profiles.</p>	<p>Ensure required data is collected, entered, updated and accurate in Hubbe/iPinwheel.</p> <p>Enter all CRC professional development opportunities on CA ECE Workforce Registry and update participant information for all training.</p> <p>Support new Quality Counts participants in creating a Workforce Registry account and provide technical assistance for current users to maintain updated California Early Care and Education Workforce Registry profiles.</p>
<p><i>Reporting</i></p>	<p>The Common Data File will be submitted in September 2024.</p> <p>The Annual Performance Report has not been released; CRC will support the completion of the report when it is available. The Annual Provider Survey was conducted and 28 of CRC's participating sites responded.</p>	<p>Ensure data is complete in Hubbe/iPinwheel for Common Data File submission.</p> <p>Support completion of the annual performance report as needed and administer the annual provider survey.</p>

COMMUNITY RESOURCES FOR CHILDREN

<i>Community Partnerships</i>	Participated in Ready, Set, Grow Home Visiting Collaborative meetings and subcommittee meetings. Convened and collaborated with other coaches/partners as needed.	Continue to participate in Ready, Set, Grow Home Visiting Collaborative meetings and subcommittee meetings. Convene and collaborate with other coaches/partners as needed.
<i>Regional 1 HUB</i>	Attended HUB lead and partner meetings. Tracked local HUB Budget and requested reimbursements as necessary. Tracked IMPACT Legacy and implications for Napa County.	Attend HUB lead and partner meetings. Track local HUB Budget and request reimbursements as necessary. Track IMPACT Legacy and understand implications for Napa County.



**MEMORANDUM OF UNDERSTANDING Between First 5 Napa County Children and Families
Commission and Del Norte County Office of Education**

This **MEMORANDUM OF UNDERSTANDING (hereinafter "MOU")**, is made and entered into this August 26, 2024 (the "Effective Date"), is by and between the First 5 Napa County Children and Families Commission (the "Commission") and Del Norte County Office of Education ("Del Norte COE"). The purpose of this MOU is to establish the roles and responsibilities of the parties in the implementation and expenditure of the IMPACT Legacy grant for Region 1.

The Commission Roles and Responsibilities:

The Commission is the Fiscal Lead Agency for the IMPACT Legacy grant for Region 1. The Commission will reimburse Del Norte COE for all necessary, reasonable, and justifiable expenses per the IMPACT Legacy grant, as determined by the Commission and incurred in accordance with the allocation total for Del Norte COE. The Commission as the fiscal lead agency will collect invoices from the regional Hub and each county within their region and submit as a single invoice to First 5 California (F5CA) utilizing the F5CA Reporting Portal on a quarterly basis. The Commission will not distribute funds to Del Norte COE until F5CA has reviewed and approved the invoice and payment has been released from F5 California. Once the Commission receives the invoice payment, the Commission will reimburse Del Norte COE for the approved amounts.

Allowable Expenses:

- Personnel Expenses are defined as the cost to engage staff dedicated to completing tasks directly associated with accomplishing this grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Incentives or stipends are utilized by the Grantee to encourage participants to engage in research-related activities associated with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Data collection and storage.
- Communications and outreach.
- Materials and supplies: Materials and supplies are considered a direct expense so long as the items purchased benefit, support, and aid in meeting this grant's purpose and objectives and its tasks detailed in the work plan/ scope of work. The maximum reimbursement for materials and supplies is \$200, unless otherwise justified and approved on the Budget Request Form and Budget Narrative, Attachment E. Equipment of any type may not be classified under this category and will not be approved for reimbursement.
- Meeting registration fees will be allowed for meetings in alignment with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- In state travel in accordance with State of California Allowance and Travel Reimbursements.
- Travel in accordance with AB 1887, California Department of Justice, Office of the Attorney General prohibits state-funded and state sponsored travel to any state that, after June 26, 2015, has enacted a law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression or has enacted a law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression, as specified, subject to certain exceptions.



- Rental of a venue to provide a space for project-specific meetings or other project-specific activities.
- Publication costs.
- Professional development and technical assistance training directly relating to the grant's purpose and objectives and its tasks detailed in the work plan/ scope of work.
- Costs necessary and reasonable for proper and efficient performance and administration of this project.
- Costs that are determined in accordance with generally accepted accounting principles.

Del Norte COE Roles and Responsibilities:

Del Norte COE must request reimbursement by submitting to the Commission invoices in accordance with the invoicing timeline. These invoices must include details setting forth actual expenditures and include proof of each expenditure in the form of receipt, agenda, bill, or otherwise. Expenditures should be in alignment with the IMPACT Legacy grant from First 5 California and expense categories approved and adopted by the HUB membership.

Term of MOU:

The term of this MOU shall be from July 1, 2024 through June 30, 2025.

Payment:

In no event shall the Commission be obligated to pay more than the total sum of \$60,111.50 under the terms and conditions of this MOU, unless amended by both parties.

Termination for Cause:

Reimbursement pursuant to the terms of this MOU are contingent on the continued appropriation of funds to the Commission by the appropriating agency(ies). Should the Commission not receive, or otherwise receive a reduction of, appropriated funds from any federal, state, or local governmental agency, the Commission, in its sole discretion, shall have the option to terminate this MOU at any time by giving Del Norte COE thirty (30) days prior written notice.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date and year first above written.

COMMISSION

Del Norte County Office of Education

Ashley Walker, Executive Director
First 5 Napa County Children and Families
Commission

Authorized Representative & Title



MOU# 589-25
Del Norte County Office of Education
2024-2025 Impact Legacy Allocation
07/01/2024-06/30/2025

Juan Cisneros, COMMISSION Chair
First 5 Napa County Children and Families
Commission



MEMORANDUM OF UNDERSTANDING Between First 5 Napa County Children and Families Commission and First 5 Humboldt County Children and Families Commission

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), is made and entered into this August 26, 2024 (the "Effective Date"), is by and between the First 5 Napa County Children and Families Commission (the "Commission") and First 5 Humboldt County Children and Families Commission ("First 5 Humboldt"). The purpose of this MOU is to establish the roles and responsibilities of the parties in the implementation and expenditure of the IMPACT Legacy grant for Region 1.

The Commission Roles and Responsibilities:

The Commission is the Fiscal Lead Agency for the IMPACT Legacy grant for Region 1. The Commission will reimburse First 5 Humboldt for all necessary, reasonable, and justifiable expenses per the IMPACT Legacy grant, as determined by the Commission and incurred in accordance with the allocation total for First 5 Humboldt. The Commission as the fiscal lead agency will collect invoices from the regional Hub and each county within their region and submit as a single invoice to First 5 California (F5CA) utilizing the F5CA Reporting Portal on a quarterly basis. The Commission will not distribute funds to First 5 Humboldt County Children and Families Commission until F5CA has reviewed and approved the invoice and payment has been released from F5 California. Once the Commission receives the invoice payment, the Commission will reimburse First 5 Humboldt County Children and Families Commission for the approved amounts.

Allowable Expenses:

- Personnel Expenses are defined as the cost to engage staff dedicated to completing tasks directly associated with accomplishing this grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Incentives or stipends are utilized by the Grantee to encourage participants to engage in research-related activities associated with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Data collection and storage.
- Communications and outreach.
- Materials and supplies: Materials and supplies are considered a direct expense so long as the items purchased benefit, support, and aid in meeting this grant's purpose and objectives and its tasks detailed in the work plan/ scope of work. The maximum reimbursement for materials and supplies is \$200, unless otherwise justified and approved on the Budget Request Form and Budget Narrative, Attachment E. Equipment of any type may not be classified under this category and will not be approved for reimbursement.
- Meeting registration fees will be allowed for meetings in alignment with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- In state travel in accordance with State of California Allowance and Travel Reimbursements.
- Travel in accordance with AB 1887, California Department of Justice, Office of the Attorney General prohibits state-funded and state sponsored travel to any state that, after June 26,



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First 5 Humboldt County Children and Families Commission
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2015, has enacted a law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression or has enacted a law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression, as specified, subject to certain exceptions.

- Rental of a venue to provide a space for project-specific meetings or other project-specific activities.
- Publication costs.
- Professional development and technical assistance training directly relating to the grant’s purpose and objectives and its tasks detailed in the work plan/ scope of work.
- Costs necessary and reasonable for proper and efficient performance and administration of this project.
- Costs that are determined in accordance with generally accepted accounting principles.

First 5 Humboldt County Children and Families Commission Roles and Responsibilities:

First 5 Humboldt must request reimbursement by submitting to the Commission invoices in accordance with the invoicing timeline. These invoices must include details setting forth actual expenditures and include proof of each expenditure in the form of receipt, agenda, bill, or otherwise. Expenditures should be in alignment with the IMPACT Legacy grant from First 5 California and expense categories approved and adopted by the HUB membership.

Term of MOU:

The term of this MOU shall be from July 1, 2024 through June 30, 2025.

Payment:

In no event shall the Commission be obligated to pay more than the total sum of \$104,443.00 under the terms and conditions of this MOU, unless amended by both parties.

Termination for Cause:

Reimbursement pursuant to the terms of this MOU are contingent on the continued appropriation of funds to the Commission by the appropriating agency(ies). Should the Commission not receive, or otherwise receive a reduction of, appropriated funds from any federal, state, or local governmental agency, the Commission, in its sole discretion, shall have the option to terminate this MOU at any time by giving First 5 Humboldt County thirty (30) days prior written notice.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date and year first above written.

COMMISSION

First 5 Humboldt County Children and Families Commission.



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First 5 Humboldt County Children and Families Commission
2024-2025 Impact Legacy Allocation
07/01/2024-06/30/2025

Ashley Walker, Executive Director
First 5 Napa County Children and Families
Commission

Authorized Representative & Title

Juan Cisneros, COMMISSION Chair
First 5 Napa County Children and Families
Commission



MEMORANDUM OF UNDERSTANDING Between First 5 Napa County Children and Families Commission and First 5 Sonoma County Children and Families Commission

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), is made and entered into this August 26, 2024 (the "Effective Date"), is by and between the First 5 Napa County Children and Families Commission (the "Commission") and First 5 Sonoma County Children and Families Commission ("First 5 Sonoma"). The purpose of this MOU is to establish the roles and responsibilities of the parties in the implementation and expenditure of the IMPACT Legacy grant for Region 1.

The Commission Roles and Responsibilities:

The Commission is the Fiscal Lead Agency for the IMPACT Legacy grant for Region 1. The Commission will reimburse First 5 Sonoma for all necessary, reasonable, and justifiable expenses per the IMPACT Legacy grant, as determined by the Commission and incurred in accordance with the allocation total for First 5 Sonoma. The Commission as the fiscal lead agency will collect invoices from the regional Hub and each county within their region and submit as a single invoice to First 5 California (F5CA) utilizing the F5CA Reporting Portal on a quarterly basis. The Commission will not distribute funds to First 5 Sonoma County Children and Families Commission until F5CA has reviewed and approved the invoice and payment has been released from F5 California. Once the Commission receives the invoice payment, the Commission will reimburse First 5 Sonoma County Children and Families Commission for the approved amounts.

Allowable Expenses:

- Personnel Expenses are defined as the cost to engage staff dedicated to completing tasks directly associated with accomplishing this grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Incentives or stipends are utilized by the Grantee to encourage participants to engage in research-related activities associated with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Data collection and storage.
- Communications and outreach.
- Materials and supplies: Materials and supplies are considered a direct expense so long as the items purchased benefit, support, and aid in meeting this grant's purpose and objectives and its tasks detailed in the work plan/ scope of work. The maximum reimbursement for materials and supplies is \$200, unless otherwise justified and approved on the Budget Request Form and Budget Narrative, Attachment E. Equipment of any type may not be classified under this category and will not be approved for reimbursement.
- Meeting registration fees will be allowed for meetings in alignment with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- In state travel in accordance with State of California Allowance and Travel Reimbursements.
- Travel in accordance with AB 1887, California Department of Justice, Office of the Attorney General prohibits state-funded and state sponsored travel to any state that, after June 26, 2015, has enacted a law that voids or repeals, or has the effect of voiding or repealing,



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existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression or has enacted a law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression, as specified, subject to certain exceptions.

- Rental of a venue to provide a space for project-specific meetings or other project-specific activities.
- Publication costs.
- Professional development and technical assistance training directly relating to the grant's purpose and objectives and its tasks detailed in the work plan/ scope of work.
- Costs necessary and reasonable for proper and efficient performance and administration of this project.
- Costs that are determined in accordance with generally accepted accounting principles.

First 5 Sonoma County Children and Families Commission Roles and Responsibilities:

First 5 Sonoma must request reimbursement by submitting to the Commission invoices in accordance with the invoicing timeline. These invoices must include details setting forth actual expenditures and include proof of each expenditure in the form of receipt, agenda, bill, or otherwise. Expenditures should be in alignment with the IMPACT Legacy grant from First 5 California and expense categories approved and adopted by the HUB membership.

Term of MOU:

The term of this MOU shall be from July 1, 2024 through June 30, 2025.

Payment:

In no event shall the Commission be obligated to pay more than the total sum of \$314,782.00 under the terms and conditions of this MOU, unless amended by both parties.

Termination for Cause:

Reimbursement pursuant to the terms of this MOU are contingent on the continued appropriation of funds to the Commission by the appropriating agency(ies). Should the Commission not receive, or otherwise receive a reduction of, appropriated funds from any federal, state, or local governmental agency, the Commission, in its sole discretion, shall have the option to terminate this MOU at any time by giving First 5 Sonoma County thirty (30) days prior written notice.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date and year first above written.

COMMISSION

First 5 Sonoma County Children and Families
Commission.

Ashley Walker, Executive Director

Authorized Representative & Title



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First 5 Sonoma County Children and Families Commission
2024-2025 Impact Legacy Allocation
07/01/2024-06/30/2025

First 5 Napa County Children and Families
Commission

Juan Cisneros, COMMISSION Chair
First 5 Napa County Children and Families
Commission



MEMORANDUM OF UNDERSTANDING Between First 5 Napa County Children and Families Commission and First 5 Mendocino County Children and Families Commission

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), is made and entered into this August 26, 2024 (the "Effective Date"), is by and between the First 5 Napa County Children and Families Commission (the "Commission") and First 5 Mendocino County Children and Families Commission ("First 5 Mendocino"). The purpose of this MOU is to establish the roles and responsibilities of the parties in the implementation and expenditure of the IMPACT Legacy grant for Region 1.

The Commission Roles and Responsibilities:

The Commission is the Fiscal Lead Agency for the IMPACT Legacy grant for Region 1. The Commission will reimburse First 5 Mendocino for all necessary, reasonable, and justifiable expenses per the IMPACT Legacy grant, as determined by the Commission and incurred in accordance with the allocation total for First 5 Mendocino. The Commission as the fiscal lead agency will collect invoices from the regional Hub and each county within their region and submit as a single invoice to First 5 California (F5CA) utilizing the F5CA Reporting Portal on a quarterly basis. The Commission will not distribute funds to First 5 Mendocino County Children and Families Commission until F5CA has reviewed and approved the invoice and payment has been released from F5 California. Once the Commission receives the invoice payment, the Commission will reimburse First 5 Mendocino County Children and Families Commission for the approved amounts.

Allowable Expenses:

- Personnel Expenses are defined as the cost to engage staff dedicated to completing tasks directly associated with accomplishing this grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Incentives or stipends are utilized by the Grantee to encourage participants to engage in research-related activities associated with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Data collection and storage.
- Communications and outreach.
- Materials and supplies: Materials and supplies are considered a direct expense so long as the items purchased benefit, support, and aid in meeting this grant's purpose and objectives and its tasks detailed in the work plan/ scope of work. The maximum reimbursement for materials and supplies is \$200, unless otherwise justified and approved on the Budget Request Form and Budget Narrative, Attachment E. Equipment of any type may not be classified under this category and will not be approved for reimbursement.
- Meeting registration fees will be allowed for meetings in alignment with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- In state travel in accordance with State of California Allowance and Travel Reimbursements.
- Travel in accordance with AB 1887, California Department of Justice, Office of the Attorney General prohibits state-funded and state sponsored travel to any state that, after June 26,



2015, has enacted a law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression or has enacted a law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression, as specified, subject to certain exceptions.

- Rental of a venue to provide a space for project-specific meetings or other project-specific activities.
- Publication costs.
- Professional development and technical assistance training directly relating to the grant’s purpose and objectives and its tasks detailed in the work plan/ scope of work.
- Costs necessary and reasonable for proper and efficient performance and administration of this project.
- Costs that are determined in accordance with generally accepted accounting principles.

First 5 Mendocino County Children and Families Commission Roles and Responsibilities:

First 5 Mendocino must request reimbursement by submitting to the Commission invoices in accordance with the invoicing timeline. These invoices must include details setting forth actual expenditures and include proof of each expenditure in the form of receipt, agenda, bill, or otherwise. Expenditures should be in alignment with the IMPACT Legacy grant from First 5 California and expense categories approved and adopted by the HUB membership.

Term of MOU:

The term of this MOU shall be from July 1, 2024 through June 30, 2025.

Payment:

In no event shall the Commission be obligated to pay more than the total sum of \$104,831.00 under the terms and conditions of this MOU, unless amended by both parties.

Termination for Cause:

Reimbursement pursuant to the terms of this MOU are contingent on the continued appropriation of funds to the Commission by the appropriating agency(ies). Should the Commission not receive, or otherwise receive a reduction of, appropriated funds from any federal, state, or local governmental agency, the Commission, in its sole discretion, shall have the option to terminate this MOU at any time by giving First 5 Mendocino County thirty (30) days prior written notice.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date and year first above written.

COMMISSION

First 5 Mendocino County Children and Families
Commission.



MOU# 592-25
First 5 Mendocino County Children and Families Commission
2024-2025 Impact Legacy Allocation
07/01/2024-06/30/2025

Ashley Walker, Executive Director
First 5 Napa County Children and Families
Commission

Authorized Representative & Title

Juan Cisneros, COMMISSION Chair
First 5 Napa County Children and Families
Commission



**MEMORANDUM OF UNDERSTANDING Between First 5 Napa County Children and Families
Commission and Solano County Office of Education**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), is made and entered into this August 26, 2024 (the "Effective Date"), is by and between the First 5 Napa County Children and Families Commission (the "Commission") and Solano County Office of Education ("Solano COE"). The purpose of this MOU is to establish the roles and responsibilities of the parties in the implementation and expenditure of the IMPACT Legacy grant for Region 1.

The Commission Roles and Responsibilities:

The Commission is the Fiscal Lead Agency for the IMPACT Legacy grant for Region 1. The Commission will reimburse Solano COE for all necessary, reasonable, and justifiable expenses per the IMPACT Legacy grant, as determined by the Commission and incurred in accordance with the allocation total for Solano COE. The Commission as the fiscal lead agency will collect invoices from the regional Hub and each county within their region and submit as a single invoice to First 5 California (F5CA) utilizing the F5CA Reporting Portal on a quarterly basis. The Commission will not distribute funds to Solano COE until F5CA has reviewed and approved the invoice and payment has been released from F5 California. Once the Commission receives the invoice payment, the Commission will reimburse Solano COE for the approved amounts.

Allowable Expenses:

- Personnel Expenses are defined as the cost to engage staff dedicated to completing tasks directly associated with accomplishing this grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Incentives or stipends are utilized by the Grantee to encourage participants to engage in research-related activities associated with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Data collection and storage.
- Communications and outreach.
- Materials and supplies: Materials and supplies are considered a direct expense so long as the items purchased benefit, support, and aid in meeting this grant's purpose and objectives and its tasks detailed in the work plan/ scope of work. The maximum reimbursement for materials and supplies is \$200, unless otherwise justified and approved on the Budget Request Form and Budget Narrative, Attachment E. Equipment of any type may not be classified under this category and will not be approved for reimbursement.
- Meeting registration fees will be allowed for meetings in alignment with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- In state travel in accordance with State of California Allowance and Travel Reimbursements.
- Travel in accordance with AB 1887, California Department of Justice, Office of the Attorney General prohibits state-funded and state sponsored travel to any state that, after June 26, 2015, has enacted a law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression or has enacted a law that authorizes or requires



discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression, as specified, subject to certain exceptions.

- Rental of a venue to provide a space for project-specific meetings or other project-specific activities.
- Publication costs.
- Professional development and technical assistance training directly relating to the grant's purpose and objectives and its tasks detailed in the work plan/ scope of work.
- Costs necessary and reasonable for proper and efficient performance and administration of this project.
- Costs that are determined in accordance with generally accepted accounting principles.

Solano COE Roles and Responsibilities:

Solano COE must request reimbursement by submitting to the Commission invoices in accordance with the invoicing timeline. These invoices must include details setting forth actual expenditures and include proof of each expenditure in the form of receipt, agenda, bill, or otherwise. Expenditures should be in alignment with the IMPACT Legacy grant from First 5 California and expense categories approved and adopted by the HUB membership.

Term of MOU:

The term of this MOU shall be from July 1, 2024 through June 30, 2025.

Payment:

In no event shall the Commission be obligated to pay more than the total sum of \$239,114.00 under the terms and conditions of this MOU, unless amended by both parties.

Termination for Cause:

Reimbursement pursuant to the terms of this MOU are contingent on the continued appropriation of funds to the Commission by the appropriating agency(ies). Should the Commission not receive, or otherwise receive a reduction of, appropriated funds from any federal, state, or local governmental agency, the Commission, in its sole discretion, shall have the option to terminate this MOU at any time by giving Solano COE County thirty (30) days prior written notice.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date and year first above written.

COMMISSION

Solano County Office of Education

Ashley Walker, Executive Director
First 5 Napa County Children and Families
Commission

Authorized Representative & Title



MOU# 593-25
Solano County Office of Education
2024-2025 Impact Legacy Allocation
07/01/2024-06/30/2025

Juan Cisneros, COMMISSION Chair
First 5 Napa County Children and Families
Commission



**MEMORANDUM OF UNDERSTANDING Between First 5 Napa County Children and Families
Commission and Marin County Office of Education**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), is made and entered into this August 26, 2024 (the "Effective Date"), is by and between the First 5 Napa County Children and Families Commission (the "Commission") and Marin County Office of Education ("Marin COE"). The purpose of this MOU is to establish the roles and responsibilities of the parties in the implementation and expenditure of the IMPACT Legacy grant for Region 1.

The Commission Roles and Responsibilities:

The Commission is the Fiscal Lead Agency for the IMPACT Legacy grant for Region 1. The Commission will reimburse Marin COE for all necessary, reasonable, and justifiable expenses per the IMPACT Legacy grant, as determined by the Commission and incurred in accordance with the allocation total for Marin COE. The Commission as the fiscal lead agency will collect invoices from the regional Hub and each county within their region and submit as a single invoice to First 5 California (F5CA) utilizing the F5CA Reporting Portal on a quarterly basis. The Commission will not distribute funds to Marin COE until F5CA has reviewed and approved the invoice and payment has been released from F5 California. Once the Commission receives the invoice payment, the Commission will reimburse Marin COE for the approved amounts.

Allowable Expenses:

- Personnel Expenses are defined as the cost to engage staff dedicated to completing tasks directly associated with accomplishing this grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Incentives or stipends are utilized by the Grantee to encourage participants to engage in research-related activities associated with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Data collection and storage.
- Communications and outreach.
- Materials and supplies: Materials and supplies are considered a direct expense so long as the items purchased benefit, support, and aid in meeting this grant's purpose and objectives and its tasks detailed in the work plan/ scope of work. The maximum reimbursement for materials and supplies is \$200, unless otherwise justified and approved on the Budget Request Form and Budget Narrative, Attachment E. Equipment of any type may not be classified under this category and will not be approved for reimbursement.
- Meeting registration fees will be allowed for meetings in alignment with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- In state travel in accordance with State of California Allowance and Travel Reimbursements.
- Travel in accordance with AB 1887, California Department of Justice, Office of the Attorney General prohibits state-funded and state sponsored travel to any state that, after June 26, 2015, has enacted a law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression or has enacted a law that authorizes or requires



discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression, as specified, subject to certain exceptions.

- Rental of a venue to provide a space for project-specific meetings or other project-specific activities.
- Publication costs.
- Professional development and technical assistance training directly relating to the grant's purpose and objectives and its tasks detailed in the work plan/ scope of work.
- Costs necessary and reasonable for proper and efficient performance and administration of this project.
- Costs that are determined in accordance with generally accepted accounting principles.

Marin COE Roles and Responsibilities:

Marin COE must request reimbursement by submitting to the Commission invoices in accordance with the invoicing timeline. These invoices must include details setting forth actual expenditures and include proof of each expenditure in the form of receipt, agenda, bill, or otherwise. Expenditures should be in alignment with the IMPACT Legacy grant from First 5 California and expense categories approved and adopted by the HUB membership.

Term of MOU:

The term of this MOU shall be from July 1, 2024 through June 30, 2025.

Payment:

In no event shall the Commission be obligated to pay more than the total sum of \$227,777.40 under the terms and conditions of this MOU, unless amended by both parties.

Termination for Cause:

Reimbursement pursuant to the terms of this MOU are contingent on the continued appropriation of funds to the Commission by the appropriating agency(ies). Should the Commission not receive, or otherwise receive a reduction of, appropriated funds from any federal, state, or local governmental agency, the Commission, in its sole discretion, shall have the option to terminate this MOU at any time by giving Marin COE County thirty (30) days prior written notice.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date and year first above written.

COMMISSION

Marin County Office of Education

Ashley Walker, Executive Director
First 5 Napa County Children and Families
Commission

Authorized Representative & Title



MOU# 594-25
Marin County Office of Education
2024-2025 Impact Legacy Allocation
07/01/2024-06/30/2025

Juan Cisneros, COMMISSION Chair
First 5 Napa County Children and Families
Commission



**MEMORANDUM OF UNDERSTANDING Between First 5 Napa County Children and Families
Commission and Lake County Office of Education**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), is made and entered into this August 26, 2024 (the "Effective Date"), is by and between the First 5 Napa County Children and Families Commission (the "Commission") and Lake County Office of Education ("Lake COE"). The purpose of this MOU is to establish the roles and responsibilities of the parties in the implementation and expenditure of the IMPACT Legacy grant for Region 1.

The Commission Roles and Responsibilities:

The Commission is the Fiscal Lead Agency for the IMPACT Legacy grant for Region 1. The Commission will reimburse Lake COE for all necessary, reasonable, and justifiable expenses per the IMPACT Legacy grant, as determined by the Commission and incurred in accordance with the allocation total for Lake COE. The Commission as the fiscal lead agency will collect invoices from the regional Hub and each county within their region and submit as a single invoice to First 5 California (F5CA) utilizing the F5CA Reporting Portal on a quarterly basis. The Commission will not distribute funds to Lake COE until F5CA has reviewed and approved the invoice and payment has been released from F5 California. Once the Commission receives the invoice payment, the Commission will reimburse Lake COE for the approved amounts.

Allowable Expenses:

- Personnel Expenses are defined as the cost to engage staff dedicated to completing tasks directly associated with accomplishing this grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Incentives or stipends are utilized by the Grantee to encourage participants to engage in research-related activities associated with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- Data collection and storage.
- Communications and outreach.
- Materials and supplies: Materials and supplies are considered a direct expense so long as the items purchased benefit, support, and aid in meeting this grant's purpose and objectives and its tasks detailed in the work plan/ scope of work. The maximum reimbursement for materials and supplies is \$200, unless otherwise justified and approved on the Budget Request Form and Budget Narrative, Attachment E. Equipment of any type may not be classified under this category and will not be approved for reimbursement.
- Meeting registration fees will be allowed for meetings in alignment with the grant's purpose and objectives and its tasks detailed in the work plan/scope of work.
- In state travel in accordance with State of California Allowance and Travel Reimbursements.
- Travel in accordance with AB 1887, California Department of Justice, Office of the Attorney General prohibits state-funded and state sponsored travel to any state that, after June 26, 2015, has enacted a law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression or has enacted a law that authorizes or requires



discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression, as specified, subject to certain exceptions.

- Rental of a venue to provide a space for project-specific meetings or other project-specific activities.
- Publication costs.
- Professional development and technical assistance training directly relating to the grant's purpose and objectives and its tasks detailed in the work plan/ scope of work.
- Costs necessary and reasonable for proper and efficient performance and administration of this project.
- Costs that are determined in accordance with generally accepted accounting principles.

Lake COE Roles and Responsibilities:

Lake COE must request reimbursement by submitting to the Commission invoices in accordance with the invoicing timeline. These invoices must include details setting forth actual expenditures and include proof of each expenditure in the form of receipt, agenda, bill, or otherwise. Expenditures should be in alignment with the IMPACT Legacy grant from First 5 California and expense categories approved and adopted by the HUB membership.

Term of MOU:

The term of this MOU shall be from July 1, 2024 through June 30, 2025.

Payment:

In no event shall the Commission be obligated to pay more than the total sum of \$159,392.05 under the terms and conditions of this MOU, unless amended by both parties.

Termination for Cause:

Reimbursement pursuant to the terms of this MOU are contingent on the continued appropriation of funds to the Commission by the appropriating agency(ies). Should the Commission not receive, or otherwise receive a reduction of, appropriated funds from any federal, state, or local governmental agency, the Commission, in its sole discretion, shall have the option to terminate this MOU at any time by giving Lake COE County thirty (30) days prior written notice.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date and year first above written.

COMMISSION

Lake County Office of Education

Ashley Walker, Executive Director
First 5 Napa County Children and Families
Commission

Authorized Representative & Title



MOU# 595-25
Lake County Office of Education
2024-2025 Impact Legacy Allocation
07/01/2024-06/30/2025

Juan Cisneros, COMMISSION Chair
First 5 Napa County Children and Families
Commission



MEMORANDUM OF UNDERSTANDING Between First 5 Napa County Children and Families Commission and Solano County Office of Education

This **MEMORANDUM OF UNDERSTANDING (hereinafter "MOU")**, is made and entered into this August 26, 2024 (the "Effective Date"), is by and between the First 5 Napa County Children and Families Commission (the "Commission") and Solano County Office of Education ("Solano COE"). The purpose of this MOU is to establish the roles and responsibilities of the parties in the implementation and expenditure of the IMPACT Legacy grant for Region 1 for HUB Regional Capacity Building.

The Commission Roles and Responsibilities:

The Commission is the Fiscal Lead Agency for the IMPACT Legacy grant for Region 1. The Commission will reimburse Solano COE for all necessary, reasonable, and justifiable expenses that are in accordance with the IMPACT Legacy grant for HUB Regional Capacity Building. The Commission as the fiscal lead agency will collect invoices from the regional Hub and each county within their region and submit as a single invoice to First 5 California (F5CA) utilizing the F5CA Reporting Portal on a quarterly basis. The Commission will not distribute funds to Solano COE until F5CA has reviewed and approved the invoice and payment has been released from F5CA. Once the Commission receives the invoice payment, the Commission will reimburse Solano COE for the approved amounts.

Solano COE Roles and Responsibilities:

Solano COE is the Regional HUB Lead for Region 1. The Commission shall reimburse Solano COE in response to invoices submitted by Solano COE in accordance with the invoicing timeline. Invoices must include details setting forth actual expenditures and proof of each expenditure in the form of receipt, agenda, bill, or otherwise. All expenditures submitted for reimbursement must be in alignment with the IMPACT Legacy grant from First 5 California and expense categories approved and adopted by the HUB membership.

Expense Categories:

Personnel	\$34,936.00
Operation	\$343,323.00
Indirect	\$34,195.00
TOTAL	\$412,454.00

Term of MOU:

The term of this MOU shall be from July 1, 2024 through June 30, 2025.

Payment:

In no event shall the Commission be obligated to pay more than the total sum of \$412,454.00 under the terms and conditions of this MOU, unless amended by both parties.

Termination for Cause:



MOU# 597-25
Solano County Office of Education
2024-2025 Impact Legacy Allocation
07/01/2024-06/30/2025

Reimbursement pursuant to the terms of this MOU are contingent on the continued appropriation of funds to the Commission by the appropriating agency(ies). Should the Commission not receive, or otherwise receive a reduction of, appropriated funds from any federal, state, or local governmental agency, the Commission, in its sole discretion, shall have the option to terminate this MOU at any time by giving Solano COE County thirty (30) days prior written notice.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date and year first above written.

COMMISSION

Solano County Office of Education

Ashley Walker, Executive Director
First 5 Napa County Children and Families
Commission

Authorized Representative & Title

Juan Cisneros, COMMISSION Chair
First 5 Napa County Children and Families
Commission



MOU# 605-25
Community Resources for Children
2024-2025 Impact Legacy Allocation
07/01/2024-06/30/2025

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), is made and entered into this August 26, 2024 (the "Effective Date"), is by and between the First 5 Napa County Children and Families Commission (the "Commission") and Community Resources for Children ("CRC"). The purpose of this MOU is to establish the roles and responsibilities of the parties in the implementation and expenditure of the IMPACT Legacy grant HUB funds for Region 1.

CRC Roles and Responsibilities:

CRC agrees to support the quality improvement of Early Learning and Care (ELC) settings in their communities by undertaking the following responsibilities:

Outreach and Engagement: Conduct outreach to and engage with participating sites within the community.

Incentives: Provide incentives to participating sites to encourage and sustain engagement.

Professional Development Support:

Facilitate and support professional development opportunities for ELC providers, including organizing and offering training sessions, coaching, and access to relevant resources.

Community Education: Offer and promote community education opportunities to raise awareness and engagement in the IMPACT Legacy program.

Collaboration: Attend HUB lead and partner meetings to ensure alignment and cooperation with regional initiatives.

Budget Tracking: Monitor the local HUB Budget and submit requests for reimbursements quarterly.

Term of MOU:

The term of this MOU shall be from July 1, 2024 through June 30, 2025.

Payment:

In no event shall the Commission be obligated to pay more than the total sum of \$30,111.72 under the terms and conditions of this MOU, unless amended by both parties.

Termination for Cause:

Reimbursement pursuant to the terms of this MOU are contingent on the continued appropriation of funds to the Commission by the appropriating agency(ies). Should the Commission not receive, or otherwise receive a reduction of, appropriated funds from any federal, state, or local governmental agency, the Commission, in its sole discretion, shall have the option to terminate this MOU at any time by giving CRC thirty (30) days prior written notice.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date and year first above written.



**MOU# 605-25
Community Resources for Children
2024-2025 Impact Legacy Allocation
07/01/2024-06/30/2025**

COMMISSION

Community Resources for Children

Ashley Walker, Executive Director
First 5 Napa County Children and Families
Commission

Authorized Representative & Title

Juan Cisneros, COMMISSION Chair
First 5 Napa County Children and Families
Commission