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Meeting Agenda

June 4, 2019

3:00 PM

Kings County Board of Supervisors Chambers,
Kings County Government Center
1400 West Lacey Blvd.
Hanford, CA 93230

Call to Order & Welcome

Commissioners Roll Call

Review and Modification to Agenda

Opportunity for Public Comment

This portion of the meeting is reserved for persons to address the Commission on any matter not on this agenda but under the jurisdiction of the Commission. Commissioners may respond to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Commission at a later meeting. Also, the Commission may take action to direct staff to place a matter of business on a future agenda.

Speakers are limited to two minutes. Please state your name before making your presentation.

Consent Calendar

All items listed under the consent calendar are considered to be routine and will be enacted by one motion if no member of the Commission or audience wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Commission concerning the item before action is taken.

P. 003 **2019-04-040 Approval of Minutes: April 2, 2019 Commission Meeting**

P. 011 **April 2019 Fiscal Report**

Action Items

P. 017 **2019-06-041 Commission Meeting Schedule for FY 2019/2020:** Commission to review, discuss and consider approving the FY 19/20 schedule.

P. 020 **2019-06-042 Approval of Grantee Contracts for FY 2019/2020:** Commission to review, discuss and consider approving contracts for the following:

- Kings United Way – Kings 211

P. 044 **2019-04-043 First 5 Kings County Commission Make-Up:** Commission to review, discuss and consider approving a modification to the composition of the Commission membership.

Informational Agenda Items

P. 053 **Impact of Diminished Funding & Future Strategic Planning:** Commission to review and discuss the impact of diminished funding and how to proceed with Strategic Planning.

P. 068 **3rd Quarter Grantee Achievement Report:** Commission to review and discuss the progress of funded projects through the first three quarters of FY 18/19.

P. 071 **Spotlight on Service:** Staff from United Cerebral Palsy will present an overview of the funded projects.

P. 085 **Staff Report:** June 2019

Future Agenda Items

August 2019

- Minutes from June 4, 2019 Commission Meeting
- June 2019 Fiscal Report
- Spotlight on Service: West Hills Community College: Avenal Family Connection
- Prop 56 Oral Health Prevention Needs Assessment and Community Health Improvement Plan

Commissioner Comments

Review Next Meeting Date & Adjournment

- August 6, 2019 at 3:00 PM

Public Comment is Taken on Each Agenda Item

Please note that the order in which the agenda items are considered may be subject to change.

*Agenda backup information and any public records provided to the Commission after the posting of the agenda for this meeting will be available for public review at the first 5 office: **330 Campus Drive, Hanford, CA 93230**. Upon a timely request, reasonable efforts will be made to provide such information or records in alternative formats.*



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 4, 2019

2019-06-040

**Commission Meeting
Minutes from
April 2, 2019**



Meeting Minutes

April 2, 2019

3:00 PM

Kings County Board of Supervisors Chambers,
 Kings County Government Center
 1400 West Lacey Blvd.
 Hanford, CA 93230

Call to Order & Welcome

The Meeting was called to order by the Chair (Commissioner Bugay) at 3:02 PM.

Commissioners Roll Call

Commissioner	Present	Absent	Joined Meeting After Roll Call
Joe Neves	X		
Dr. Milton Teske	X		
Sanja Bugay	X		
Todd Barlow		X	
Dr. Lisa Lewis	X		

Review and Modification to Agenda

No modifications were made.

Opportunity for Public Comment

Commissioner Sanja Bugay offered opportunity for public comment, none were offered.

Consent Calendar

**2019-04-032 Approval of Minutes: February 5, 2019 Commission Meeting
 February 2019 Fiscal Report**

Motion Made by:	Joe Neves		
2 nd Motion by:	Dr. Lisa Lewis		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Joe Neves	X		
Dr. Milton Teske	X		
Sanja Bugay	X		
Dr. Lisa Lewis	X		

Action Items

2019-04-033 Election of FY 19/20 Chair Elect: Commission to elect a Vice-Chair for FY 19/20, this individual will serve as commission Chair for FY 20/21.

Motion Made by:	Joe Neves		
2 nd Motion by:	Dr. Lisa Lewis		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Joe Neves	X		

Dr. Milton Teske	X		
Sanja Bugay	X		
Dr. Lisa Lewis	X		

The nomination committee elected Dr. Milton Teske as Vice Chair for the FY 19/20.

2019-04-034 Proposed Budget for FY 19/20: Commission to review, discuss and consider updating the 2019-2020 Budget.

Program Officer Waite mentioned different items proposed on the budget were out of First 5's control as the numbers are locked in through the county. The biggest change in this year's budget is with the Oral Health Grant, a proposed switch from a consultant to a staff member for FY 19/20. First 5 will be adding a position along the lines of a Program Manager to lead the day to day work with the schools, receiving the oral health assessments from the kindergarten classes and implementing the plan by June 30th. First 5's total budget is being reduced by \$8,442.00. Commissioner Sanja Bugay mentioned if the funding remains flat and the costs go up; do the facilities shrink services or hours as a concern. Program Officer Waite mentioned none of the grantees chose to reduce their hours in this year's application. Commissioner Dr. Milton Teske asked if other counties do their budget in the same manner. Program Officer Waite informed Commissioner Dr. Milton Teske every county does their budget separately and he hasn't looked into the methodology but can find out. Program Officer Waite also stated some Commissions are separate from their counties budget. Commissioner Dr. Lisa Lewis asked Program Officer Waite if our participants were staying in a sweet spot or increasing in an area. Program Officer Waite stated the numbers of participants fluctuate from year to year, but decline of numbers have been seen through out the years, no cliff of a drastic drop off hasn't been seen. The less the Saturdays and evenings the centers are opened the less numbers are being seen. In Kettleman about 4 years ago, there was a drastic drop in a program and Scott and the Kettleman revamped the program and inserted home visitation to better match what the community is looking for. All of the sites have regularly filled their classes and offerings they've had. Commissioner Sanja Bugay mentioned she wouldn't suggest an automatic cost of living because Commissioner Sanja Bugay feels it's a good idea to have multiple funding sources, as First 5 is having a decline in funding sources and having multiple funding resources for the family centers would be a good idea. Commissioner Sanja Bugay also stated if an organization has multiple funding sources there's a good point to having multiple funding sources, but if our own programs are declining and if there is a need and the First 5 sources have the sources to fund the need that is something to look at. Commissioner Sanja Bugay doesn't want to lock in First 5 into either path that will short change a program that will take away from the program that is producing good results. Scott Waite mentioned the floor of First 5's funding will come in pretty close at the end of First 5's 5 year plan. Raising the age of smoking from 18 to 21 cut into the revenue had an impact. First 5 started working on The Quality Improvement Project in which CD will be taken over a bigger portion as Prop 10 won't be able to fund a majority of the. Quality Improvement Project. Commissioner Sanja Bugay stated she didn't want to lock in the budget if changes needed to be made to the contract amounts for the FRC's. Commissioner Sanja Bugay also asked if the contracts were needed. Scott Waite mentioned he would have to ask the provider's if the contracts are needed as in the RFA release states a clear amount each Center receives in funds for each program. Commissioner Sanja Bugay mentioned that the commission and Program Officer Waite were aware of no reduction in service hours or people served next year. Program Officer Waite mentioned no changes were made in the contracts regarding the hours. Program Officer Waite stated a budget does have to be voted or approved on,

because the county likes to include the minutes that the commission has voted on in order to for the county to provide to the Legislative to show the commission has control of the Prop 10 dollars.

Motion Made by:	Joe Neves		
2 nd Motion by:	Dr. Milton Teske		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Joe Neves	X		
Dr. Milton Teske	X		
Sanja Bugay	X		
Dr. Lisa Lewis	X		

2019-04-035 Administrative Cost Limit for FY 2019-2020: Commission to review, discuss and consider approving the administrative cost limit for FY 2019-2020.

Program Officer Waite mentioned First 5 is required to report out to the state each year how much of First 5's Prop 10 dollars are spent on Administration, Program Expenses and Evaluation efforts. The Oral Health Grant and Linkages to Learning program based out of the First 5 office are also part of the administrative cost. External programs are also included on the budget as an administrative cost which is: Administration 6%, Program Support 4% , Evaluation 3% , Linkages to Learning 8% , Oral Health 8%, and External Contracts 72%.

First 5 needs to adopt in order to meet Prop 10 requirements an Annual Administrative cost limit. The average rate for the category Kings County First 5 is in, is at a 10.42% Kings County First 5 is projecting to be at 6%.

Motion Made by:	Joe Neves		
2 nd Motion by:	Dr. Milton Teske		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Joe Neves	X		
Dr. Milton Teske	X		
Sanja Bugay	X		
Dr. Lisa Lewis	X		

2019-04-036 Approval of Grantee Contracts for FY 2019/2020: Commission to review, discuss and consider approving contracts for the following:

- West Hills Community College – Avenal Family Connection
- Recreation Association of Corcoran – Corcoran Family Resource Center
- United Cerebral Palsy - Parent & Me
- United Cerebral Palsy - Special Needs Project
- Kings Community Action Organization – Kettleman City Family Resource Center

Program Officer Waite mentioned Contracts were released and approved in February's meeting and all of the grantees responded to the contracts except for Kings United Way 211 project. The Contract for Kings Untied Way 211 project is being worked on and will be on June's agenda for June's Commissioner Meeting. Applications were received and reviewed and turned

into the contract. Commissioner Dr. Milton Teske asked if the contracts are the same as every year. Program Officer Waite stated the contracts used are boiler contracts provide by County Counsel Julianna. Waite mentioned the budget changes each year and the Grantees are asked to provide to verification when major changes are made to the budget. Grantees are also asked to show a scope of their work whether the scope of work is new or the number of people is adjusted. Commissioner Sanja Bugay asked the contractors that were present, if there were services currently provided that will be impacted based on the numbers given, and wanted to hear from the contractors themselves before passing the contracts. Commissioner Joe Neves suggested having a study session with all of the grantees to see what needs have or haven't been met.

Motion Made by:	Joe Neves		
2 nd Motion by:	Dr. Milton Teske		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Joe Neves	X		
Dr. Milton Teske	X		
Sanja Bugay	X		
Dr. Lisa Lewis	X		

2019-04-037 Approval of Grantee Contracts for FY 2019/2020: Commission to review, discuss and consider approving contracts for the following:

- Kings County Office of Education – Kings County CARES About Quality
- Kings County Office of Education – Hanford Family Connection and Lemoore family Connection

Program Officer Waite mentioned the contracts for Office of Education are Separate as conflict of Interest with a member of Office of Education being a commissioner. Commissioner Joe Neves stated all his comments from the above conversation stands, and feels Office of Education should also be part of the study session as well.

Motion Made by:	Joe Neves		
2 nd Motion by:	Dr Milton Teske		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Joe Neves	X		
Dr. Milton Teske	X		
Sanja Bugay	X		
Dr. Lisa Lewis	X		

2019-04-038 First 5 California Annual Report: Commission to review, discuss and consider approving the 2017-2018 annual report for First 5 California.

Program Officer Waite mentioned First 5 California is required by Prop 10 to produce an annual report that reports out to the community or to the state how Prop 10 dollars are used across the state. As a local commission are required to hold a public hearing to review the First 5 California report. April's Commissioner meeting is used to publish the report. This action item meets as the Prop 10 requirements and would serve as the public hearing for the First 5 California annual report. No Public comments were made.

Commissioner Joe Neves asked if the dialects could be requested in different languages. Waite mentioned he would pass the message along and provide the information given at

June's Commissioner meeting. Commissioner Dr. Milton Teske asked after reviewing the report if Waite noticed if there were any highlights or comparisons from other counties that Kings County can learn from. Scott Waite stated he would have to go back through the report and pull those highlights out and review. Some counties are doing excellent things and are farther along on some projects than Kings County. Kings County has the special needs project that focuses on developmentally screen and getting kids into services as other counties have the Help Me Grow model which is to create multiple screening venues.

Motion Made by:	Joe Neves		
2 nd Motion by:	Dr. Milton Teske		
Motion (Pass/Fail)	Pass		
Commissioner	Aye	Nay	Abstain
Joe Neves	X		
Dr. Milton Teske	X		
Sanja Bugay	X		
Dr. Lisa Lewis	X		

- P. 335 **2019-04-039 First 5 Kings County Commission Make-Up:** Commission to review, discuss and consider approving a modification to the composition of the Commission membership.

Scott Waite mention the commission has just recently been a board of 7. Crystal Hernandez recently left her position at Champions leaving her position on the Commission board opened. Steven Naylor resigned to his own personal scheduling conflicts. The Maddy Act was flown after the two commissioners left and no responses were made. Different agencies were contacted to identify different individuals and no one responded as well. The commission board cannot change the membership, which would have to go in front of the board of supervisors. A recommendation would be needed before going in front of the board for changes of membership. Many counties have 5 commissioners on their board. Los Angeles County has 9 commissioners on their board. Fresno County has a Advisory Committee which is opened to their Grantees and public, to which they would do an Open Brown Act Meeting two weeks prior to their Commission meeting to allow input for commission onto the Agenda. Commissioner Joe Neves stated a technical board would be beneficial for the board but doesn't need to meet as much at the commission board but maybe meeting once or twice a year. Having 7 commission boards requires 4 to have a quorum to where as a 5 commission board would have a 3 quorum. Commissioners Dr. Milton Teske, Dr. Lisa Lewis and Commissioner Sanja Bugay agreed to go down to a 5 commission board with a 3 quorum. Scott Waite asked if designees should be allowed. Commissioners Dr. Milton Teske and Joe Neves agreed to have designees. Commissioner Joe Neves asked what the difference between a designee and an alternate was. County Counsel Juliana stated a designee would be sitting in place for some one who is voting, to where an alternate is sitting in place but cannot vote. Adding 2 alternates would be okay but will not count as voters. Commissioner Joe Neves asked to delete the two open positions. Commissioner Joe Neves asked if the board wanted to discuss the topic of an advisory board as the board is now a commission board. Commissioner Sanja Bugay asked why superintendent of schools is lined up, as in the Prop 10 guidance the individual isn't called out; and the requirements state any education position is called. Scott Waite stated it was a carry over before The Office of Education received funding when the commission board was being formed. Commissioner commented is Commissioner Sanja Bugay wants to change the Position of Office of Education board being replaced with a different education member like West

Hills, COS, or Bradman the board can bring the change to the Board of Supervisors and take care of the conflict with Office of Education. Commissioner Sanja Bugay if there was a struggle to fill the Superintendent spot. Scott Waite answered as Todd Barlow is the new Supervisor, and for his first commission meeting Todd Barlow requested for Rebecca to attend for him but never requested for Rebecca to attend following meetings. Commissioner Sanja Bugay asked if someone is asked to be a designee for commissioner if its per meeting or permanent. County Counsel Juliana answered; it would depend on the bylaws and how the designee was named, as the commission controls the voting rights, they control the rights of the designee. Commissioner Joe mentioned the person representing the commissioner would be designee until replaced. Commissioner Sonia Bugay stated somebody representing education makes sense to have on the commission board. Commissioner Joe Neves stated he has not done any out reach, and asked Scott Waite if any outreach has been made to Bradman, West Hills and COS. Scott Waite answered he has not made any outreach to Bradman but has had outreach with COS and West Hills and being having the meetings from 3Pm-5pm would be hard for the professors as they have classes to teach. Scott Wait stated they've had some interests, some interested in the future, but no one wanting to apply at this time after having contact with COS and West Hills.

Informational Agenda Items

Spotlight on Service: Staff from Kings County Office of Education will present an overview of the funded projects.

Rebecca Villa did a presentation on programs hosted at their FRC's. The staff at the FRC's in Lemoore and Hanford is all car seat Technicians. A total of 64 car seats were checked at both locations and replaced a total of 42 car seats were replaced at both locations. The FRC's in Hanford and Lemoore work with the Safe Kids Coalition as well. They hosted a car seat event in Corcoran. 55 car seat were checked and replaced 33 car seats. An event was hosted at Wonderful Kids preschool where 29 car seats were checked and 20 were replaced. AAA donated 30 convertible car seats and 10 booster car seats for the car seat events. Services are based on donations received to continue programs ran at the FRS's in Lemoore and Hanford. The lead staff member Sandra Quadros is being funded 80% out of the FRC budget and 20% out of CARES budget as she works in both programs. Fundraisers were done with DD's Discounts and First Book. Both businesses were able to raise \$5, 563.00. Donations were received form Tachi Palace. 200 small pumpkins were donated by Tachi Palace for KCOE's Fall Literacy Event. St Vincent de Paul donated at total of 30 Thanksgiving baskets for the families that go to the FRC's. 15 baskets were given to Hanford FRC and 15 were given to Lemoore FRC. Action Organization donated a total of 31 Christmas Baskets for the Lemoore and Hanford FRC families. 16 baskets to Hanford FRC and 15 baskets to Lemoore FRC. Calviva help donate \$1,000.00 this year for the Winter Literacy Program. A Latch on Event was done in August through the Leche League. Dr. Elick's office helps with dental services for the FRC families. Kings County CARE's program training dates have increased in order for all participants can attend. PITC program allows all participants to attend and earn 2 college course units by committing to the 13 week course.

Staff Report: April 2019

Staff from the Health Department came over and helped the First 5 staff stuff backpacks for all upcoming kindergarteners.

Future Agenda Items

June 2019

- Minutes from April, 2019 Commission Meeting
- May 2019 Fiscal Report
- 3rd Quarter Grantee Achievement Report
- Commission Budget Modification/Augmentation for FY 2018/2019 (if necessary)
- Commission Schedule for FY 2019/2020
- First 5 Ordinance and Commission Make-up
- Contracts for FY 2019/2020
 - Kings United Way – 211
- Strategic Planning & Impact of Diminished Funding
- Spotlight on Service: United Cerebral Palsy: Special Needs Project and Parent & Me

Commissioner Comments

Review Next Meeting Date & Adjournment

- June 4, 2019 at 3:00 PM

Meeting was adjourned at 4:30Pm.



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 4, 2019

Fiscal Report

April 2019

April 2019
First 5 Operations
Fiscal Report

SALARY SUMMARY		\$144,341.00	\$23,660.40	\$69,690.72	\$21,842.71	\$115,193.83	\$29,147.17	80%
SERVICES & SUPPLIES		BUDGET	Admin	Program	Evaluation	YTD	BALANCE	%
Communications	82212000	\$ 1,431.00	\$ 845.00	\$ 357.93	\$ 211.58	\$ 1,414.51	\$ 16.49	99%
Maintenance SIG	82218000	\$ 6,791.00	\$ 305.71	\$ 523.32	\$ 212.43	\$ 1,041.46	\$ 5,749.54	15%
Memberships	82220000	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	0%
Office Expenses	82222000	\$ 2,000.00	\$ 421.24	\$ 240.94	\$ -	\$ 662.18	\$ 1,337.82	33%
Books & Periodicals	82222010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Postage & Freight	82222030	\$ 1,000.00	\$ 112.21	\$ -	\$ -	\$ 112.21	\$ 887.79	11%
Offset Printing	82222040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Computer Software	82222045	\$ 2,375.00	\$ -	\$ -	\$ 2,375.00	\$ 2,375.00	\$ -	100%
Prof. & Spec. Services	82223000	\$ 25,000.00	\$ -	\$ -	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	50%
Legal Services	82223005	\$ 1,000.00	\$ 65.00	\$ -	\$ -	\$ 65.00	\$ 935.00	7%
Community Outreach	82223035	\$ 750.00	\$ -	\$ 718.46	\$ -	\$ 718.46	\$ 31.54	96%
Auditing & Accounting	82223040	\$ 6,560.00	\$ -	\$ -	\$ -	\$ -	\$ 6,560.00	0%
Publications & Legal Notices	82224000	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ 100.00	0%
Purchasing Charges	82228200	\$ 273.00	\$ 35.69	\$ 58.17	\$ 36.19	\$ 130.05	\$ 142.95	48%
Brd. & Comm. Meeting Expense	82228205	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	0%
Program Expenses	82228600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Motor Pool	82229000	\$ 693.00	\$ 230.77	\$ 230.76	\$ -	\$ 461.53	\$ 231.47	67%
Travel Expenses	82229010	\$ 13,400.00	\$ 1,611.66	\$ 8,488.66	\$ -	\$ 10,100.32	\$ 3,299.68	75%
Utilities	82230000	\$ 1,921.00	\$ 378.28	\$ 611.91	\$ 402.57	\$ 1,392.76	\$ 528.24	73%
Office Equipment	82222050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Admin Allocation	82314000	\$ 76,018.00	\$ 28,173.68	\$ -	\$ -	\$ 28,173.68	\$ 47,844.32	37%
Information & Technology	82314050	\$ 10,285.00	\$ 1,499.38	\$ 2,442.74	\$ 1,519.59	\$ 5,461.71	\$ 4,823.29	53%
Cap Charges	82314060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL SERVICES & SUPPLIES		\$ 154,097.00	\$ 33,678.62	\$ 13,672.89	\$ 17,257.36	\$ 64,608.87	\$ 89,488.13	42%
TOTAL OPERATIONS COSTS		\$ 298,438.00	\$ 57,339.02	\$ 83,363.61	\$ 39,100.07	\$ 179,802.70	\$ 118,635.30	60%

First 5 Internal Programs	BUDGET	YTD	BALANCE	%
Linkages to Learning	\$ 179,288.00	\$ 120,434.33	\$ 58,853.67	67%
Prop 56 Oral Helath Prevention	\$ 186,104.00	\$ 103,292.33	\$ 82,811.67	56%
TOTAL COSTS	\$ 179,288.00	\$ 120,434.33	\$ 58,853.67	67%

First 5 Contracted Programs	BUDGET	YTD	BALANCE	%
FRC Initiative 82312602	\$ 726,012.00	\$ 667,503.15	\$ 58,508.85	92%
Avenal Family Connection	\$ 90,000.00	\$ 90,000.00	\$ -	
Corcoran Family Resource Center	\$ 116,000.00	\$ 77,290.03	\$ 38,709.97	
Kettleman City Family Resource Center	\$ 90,000.00	\$ 74,888.12	\$ 15,111.88	
KCOE: Hanford & Lemoore Family Connection	\$ 425,012.00	\$ 425,012.00	\$ -	
FRC Support (Professional Learning Community)	\$ 5,000.00	\$ 313.00	\$ 4,687.00	
E3 Initiative 82312604	\$ 483,904.00	\$ 509,878.21	\$ (25,974.21)	105%
Kings County Office of Education CARES	\$ 483,904.00	\$ 509,878.21	\$ (25,974.21)	
School Readiness 82312606	\$ 439,800.00	\$ 432,696.18	\$ 7,103.82	98%
UCP Parent & Me Program	\$ 349,800.00	\$ 345,539.96	\$ 4,260.04	
Special Needs Project	\$ 90,000.00	\$ 87,156.22	\$ 2,843.78	
New Project	\$ 40,000.00	\$ 34,697.28	\$ 5,302.72	87%
New Project	\$ 40,000.00	\$ 34,697.28	\$ 5,302.72	
TOTAL CONTRACT COSTS	\$ 1,689,716.00	\$ 1,610,077.54	\$ 79,638.46	95%

April 2019
Linkages 2 Learning
Fiscal Report

SALARY SUMMARY		\$125,286.00	\$86,541.38	\$38,744.62
SERVICES AND SUPPLIES		BUDGET	YTD	BALANCE
Communications	82212000	\$ 775.00	\$ 366.07	\$ 408.93
Maintenance SIG	82218000	\$ 3,396.00	\$ 559.60	\$ 2,836.40
Memberships	82220000	\$ -	\$ -	\$ -
Office Expenses	82222000	\$ 1,000.00	\$ 316.34	\$ 683.66
Books & Periodicals	82222010	\$ -	\$ -	\$ -
Postage & Freight	82222030	\$ 500.00	\$ -	\$ 500.00
Offset Printing	82222040	\$ -	\$ -	\$ -
Computer Software	82222045	\$ -	\$ -	\$ -
Prof. & Spec. Services	82223000	\$ -	\$ -	\$ -
Legal Services	82223005	\$ -	\$ -	\$ -
Community Outreach	82223035	\$ -	\$ 100.00	\$ (100.00)
Auditing & Accounting	82223040	\$ -	\$ -	\$ -
Publications & Legal Notices	82224000	\$ -	\$ -	\$ -
Purchasing Charges	82228200	\$ -	\$ 60.89	\$ (60.89)
Brd. & Comm. Meeting Expense	82228205	\$ -	\$ -	\$ -
Program Expenses	82228600	\$ 45,000.00	\$ 29,062.61	\$ 15,937.39
Motor Pool	82229000	\$ 347.00	\$ 230.76	\$ 116.24
Travel Expenses	82229010	\$ -	\$ -	\$ -
Utilities	82230000	\$ 1,392.00	\$ 639.36	\$ 752.64
Office Equipment	82222050	\$ -	\$ -	\$ -
Admin Allocation	82314000	\$ -	\$ -	\$ -
Information & Technology	82314050	\$ 1,592.00	\$ 2,557.32	\$ (965.32)
Cap Charges	82314060	\$ -	\$ -	\$ -
TOTAL		\$ 54,002.00	\$ 33,892.95	\$ 20,109.05
TOTAL LINKAGES TO LEARNING COSTS		\$ 179,288.00	\$ 120,434.33	\$ 58,853.67

April 2019
Prop 56 - Oral Health
Fiscal Report

SALARY SUMMARY		\$34,465.00	\$21,842.71	\$12,622.29
SERVICES AND SUPPLIES		BUDGET	YTD	BALANCE
Communications	82212000	\$ 325.00	\$ 132.16	\$ 192.84
Maintenance SIG	82218000	\$ -	\$ 243.53	\$ (243.53)
Memberships	82220000	\$ -	\$ -	\$ -
Office Expenses	82222000	\$ 700.00	\$ 240.94	\$ 459.06
Books & Periodicals	82222010	\$ -	\$ -	\$ -
Postage & Freight	82222030	\$ 300.00	\$ -	\$ 300.00
Offset Printing	82222040	\$ -	\$ -	\$ -
Computer Software	82222045	\$ -	\$ 975.00	\$ (975.00)
Prof. & Spec. Services	82223000	\$ 119,131.00	\$ 77,845.32	\$ 41,285.68
Legal Services	82223005	\$ -	\$ -	\$ -
Community Outreach	82223035	\$ -	\$ -	\$ -
Auditing & Accounting	82223040	\$ -	\$ -	\$ -
Publications & Legal Notices	82224000	\$ -	\$ -	\$ -
Purchasing Charges	82228200	\$ -	\$ 25.68	\$ (25.68)
Brd. & Comm. Meeting Expense	82228205	\$ 7,500.00	\$ -	\$ 7,500.00
Program Expenses	82228600	\$ 9,464.00	\$ 403.68	\$ 9,060.32
Motor Pool	82229000	\$ -	\$ -	\$ -
Travel Expenses	82229010	\$ 4,090.00	\$ 238.14	\$ 3,851.86
Utilities	82230000	\$ 864.00	\$ 267.01	\$ 596.99
Office Equipment	82222050	\$ -	\$ -	\$ -
Admin Allocation	82314000	\$ 8,616.00	\$ -	\$ 8,616.00
Information & Technology	82314050	\$ 649.00	\$ 1,078.16	\$ (429.16)
Cap Charges	82314060	\$ -	\$ -	\$ -
TOTAL		\$ 151,639.00	\$ 81,449.62	\$ 70,189.38
TOTAL LINKAGES TO LEARNING COSTS		\$ 186,104.00	\$ 103,292.33	\$ 82,811.67

April 2019
Consolidated Report
Fiscal Report

SALARY SUMMARY		\$304,092.00	\$23,660.40	\$69,690.72	\$21,842.71	\$21,842.71	\$86,541.38	\$223,577.92	\$223,577.92	\$0.00
SERVICES & SUPPLIES		Budget	Admin	Program	Evaluation	Oral Health	L2L	YTD	General Ledger	Dif (=/-)
Communications	82212000	\$2,531.00	\$845.00	\$357.93	\$211.58	\$132.16	\$366.07	\$1,912.74	\$1,912.74	\$0.00
Maintenance SIG	82218000	\$10,187.00	\$305.71	\$523.32	\$212.43	\$243.53	\$559.60	\$1,844.59	\$1,844.59	\$0.00
Memberships	82220000	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Office Expenses	82222000	\$3,700.00	\$421.24	\$240.94	\$0.00	\$240.94	\$316.34	\$1,219.46	\$1,219.46	\$0.00
Books & Periodicals	82222010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Postage & Freight	82222030	\$1,800.00	\$112.21	\$0.00	\$0.00	\$0.00	\$0.00	\$112.21	\$112.21	\$0.00
Offset Printing	82222040	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Computer Software	82222045	\$2,375.00	\$0.00	\$0.00	\$2,375.00	\$975.00	\$0.00	\$3,350.00	\$3,350.00	\$0.00
Prof. & Spec. Services	82223000	\$144,131.00	\$0.00	\$0.00	\$12,500.00	\$77,845.32	\$0.00	\$90,345.32	\$90,345.32	\$0.00
Legal Services	82223005	\$1,000.00	\$65.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65.00	\$65.00	\$0.00
Community Outreach	82223035	\$750.00	\$0.00	\$718.46	\$0.00	\$0.00	\$100.00	\$818.46	\$818.46	\$0.00
Auditing & Accounting	82223040	\$6,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Publications & Legal Notices	82224000	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Purchasing Charges	82228200	\$273.00	\$35.69	\$58.17	\$36.19	\$25.68	\$60.89	\$216.62	\$216.62	\$0.00
Brd. & Comm. Meeting Expense	82228205	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Expenses	82228600	\$54,464.00	\$0.00	\$0.00	\$0.00	\$403.68	\$29,062.61	\$29,466.29	\$29,466.29	\$0.00
Motor Pool	82229000	\$1,040.00	\$230.77	\$230.76	\$0.00	\$0.00	\$230.76	\$692.29	\$692.29	\$0.00
Travel Expenses	82229010	\$17,490.00	\$1,611.66	\$8,488.66	\$0.00	\$238.14	\$0.00	\$10,338.46	\$10,338.46	\$0.00
Utilities	82230000	\$4,177.00	\$378.28	\$611.91	\$402.57	\$267.01	\$639.36	\$2,299.13	\$2,299.13	\$0.00
Office Equipment	82222050	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Admin Allocation	82314000	\$84,634.00	\$28,173.68	\$0.00	\$0.00	\$0.00	\$0.00	\$28,173.68	\$28,173.68	\$0.00
Information & Technology	82314050	\$12,526.00	\$1,499.38	\$2,442.74	\$1,519.59	\$1,078.16	\$2,557.32	\$9,097.19	\$9,097.19	\$0.00
Cap Charges	82314060	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL SERVICES & SUPPLIES		\$359,738.00	\$33,678.62	\$13,672.89	\$17,257.36	\$81,449.62	\$33,892.95	\$179,951.44	\$179,951.44	\$0.00
TOTAL OPERATIONS COSTS		\$663,830.00	\$57,339.02	\$83,363.61	\$39,100.07	\$103,292.33	\$120,434.33	\$403,529.36	\$403,529.36	\$0.00
Other Charges		Budget	Admin	Program	Evaluation	Oral Health	L2L	YTD	General Ledger	Dif (=/-)
FRC Initiative		\$726,012.00	\$0.00	\$667,503.15	\$0.00	\$0.00	\$0.00	\$667,503.15	\$667,503.15	\$0.00
E3 Initiative		\$483,904.00	\$0.00	\$509,878.21	\$0.00	\$0.00	\$0.00	\$509,878.21	\$509,878.21	\$0.00
School Readiness Initiative		\$439,800.00	\$0.00	\$432,696.18	\$0.00	\$0.00	\$0.00	\$432,696.18	\$432,696.18	\$0.00
New Project Initiative		\$40,000.00	\$0.00	\$34,697.28	\$0.00	\$0.00	\$0.00	\$34,697.28	\$34,697.28	\$0.00
TOTAL CONTRACT COSTS		\$1,689,716.00	\$0.00	\$1,644,774.82	\$0.00	\$0.00	\$0.00	\$1,644,774.82	\$1,644,774.82	\$0.00
TOTAL EXPENSES		\$2,353,546.00	\$57,339.02	\$1,728,138.43	\$39,100.07	\$103,292.33	\$120,434.33	\$2,048,304.18	\$2,048,304.18	\$0.00

April 2019
Revenue
Fiscal Report

Revenue FY 2018/2019

Month	Estimated	Prop 10 Revenue	Prop 56	Interest	CARES/IMPACT	Total	%
July 2017	\$ 120,849.00	\$ 125,808.27	\$ -	\$ -	\$ -	\$ 125,808.27	104%
August 2017	\$ 120,849.00	\$ 106,376.27	\$ -	\$ -	\$ -	\$ 106,376.27	88%
September 2017	\$ 236,104.00	\$ 141,570.64	\$ -	\$ 4,865.59	\$ 72,586.00	\$ 219,022.23	93%
October 2017	\$ 120,849.00	\$ 116,090.00	\$ 136,735.72	\$ -	\$ -	\$ 252,825.72	209%
November 2017	\$ 120,849.00	\$ 107,869.99	\$ -	\$ -	\$ -	\$ 107,869.99	89%
December 2017	\$ 236,104.00	\$ 122,339.60	\$ -	\$ -	\$ 121,662.00	\$ 244,001.60	103%
January 2018	\$ 120,849.00	\$ 37,325.66	\$ 45,103.84	\$ 5,302.80	\$ -	\$ 87,732.30	73%
February 2018	\$ 120,849.00	\$ 97,251.96	\$ -	\$ -	\$ -	\$ 97,251.96	80%
March 2018	\$ 236,104.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%
April 2018	\$ 120,849.00	\$ -	\$ -	\$ -	\$ 128,733.00	\$ 128,733.00	107%
May 2018	\$ 120,849.00					\$ -	0%
June 2018	\$ 236,104.00					\$ -	0%
TOTAL OPERATIONS COSTS	\$ 1,911,208.00	\$ 854,632.39	\$ 181,839.56	\$ 10,168.39	\$ 322,981.00	\$ 1,369,621.34	72%



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 4, 2019

2019-06-041

**Commission Meeting
Schedule for
FY 2019/2020**



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting:
Agenda Item:
Agenda Item Type:

June 4, 2019
2019-06-041
Action Item

AGENDA ITEM: FY 2019-2020 Commission Meeting Schedule

A. Background/History:

At the June 2015 meeting the First 5 Children and Families Commission modified the bylaws so that an annual calendar will be adopted by the commission at the June meeting each year. The Commission is being presented the annual calendar at this meeting.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Staff requests that the commission review, discuss, and consider approving the First 5 Kings Commission Meeting Schedule. The meetings will take place at the regular date and time (first Tuesday of even months at 3:00).

C. Timeframe:

If approved the Commission Meeting Schedule will go into effect immediately.

D. Costs:

No costs associated with this item.

E. Staff Recommendation:

Staff recommends the commission review, discuss and consider approving the First 5 Kings County Commission Meeting Schedule

F. Attachments:

- The First 5 Kings FY 2019-2020 Commission Meeting Schedule



Commission Meeting Schedule FY 2019-2020

August 6, 2019 3:00 PM at Kings County Board of Supervisors Chambers

October 8, 2019 3:00 PM at Kings County Board of Supervisors Chambers

December 3, 2019 3:00 PM at Kings County Board of Supervisors Chambers

February 4, 2020 3:00 PM at Kings County Board of Supervisors Chambers

April 7, 2020 3:00 PM at Kings County Board of Supervisors Chambers

June 2, 2020 3:00 PM at Kings County Board of Supervisors Chambers



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 4, 2019

2019-06-042

Approval of
Grantee Contract Kings

United Way - 211



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 4, 2019
Agenda Item: 2019-06-042
Discussion/Action Item: Action Item

AGENDA ITEM: Approval of 2019-2020 Grantee Contracts

A. Background/History:

At the December 2018 Commission Meeting, the Commission revised the 2015-2020 Strategic Plan. At that same meeting the commission approved the release of the annual Request for Applications (RFAs). These documents were release and application have been received, reviewed and final contracts have been negotiated with grantees. This agenda item will authorize contracts between First 5 Kings County and the following grantees:

- Kings United Way – 211 Outreach and Translation Project

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Staff requests the Commission consider approving the attached contracts with various grantees for FY 2019/2020.

C. Timeframe:

Services will be provided from 07/01/2019 through 06/30/2020.

D. Costs:

Total Costs budgeted for this contract will not exceed \$40,000.

E. Staff Recommendation:

Staff recommends the Commission approve the contracts for services FY 2019/2020.

F. Attachments:

- DRAFT contract between First 5 Kings and Kings United Way for the 211 Translation and Outreach Project FY 19/20

AGREEMENT
First 5 Kings County Children and Families Commission
and
Independent Contractor: Kings United Way
Contract Number: 2019-06-042

THIS AGREEMENT is made and entered into on the date the parties sign this Agreement, by and between the First 5 Kings County Children and Families Commission, a legal public agency established in accordance with the California Children and Families Act of 1998 (hereinafter “Commission”), and Kings United Way, (hereinafter “Contractor”), whose principal place of business is at Coalinga, California.

WITNESSETH:

WHEREAS

- a. The voters of the State of California have enacted the California Children and Families Act of 1998 (hereinafter “The Act”), codified in Health and Safety Code Section 130100 *et seq.*, also known as Proposition 10; and
- b. The Board of Supervisors of Kings County has established, pursuant to The Act and Kings County Ordinance No. 609.4 amending Sections 2-42, 2-46 and 2-47, First 5 Kings County Children and Families Commission; and
- c. Commission desires to create and implement a comprehensive, collaborative, and integrated system for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age; and
- d. Commission is authorized to enter into agreements for professional services pursuant to The Act and the Kings County Ordinance Code; and
- e. Contractor is able, qualified and willing to perform said services for Commission.

Now, therefore, the parties agree as follows:

1. WARRANTIES

Contractor makes the following material warranties:

- a. Contractor warrants it has the expertise, appropriate licenses, support staff and facilities necessary to provide the services described in this Agreement; and
- b. Contractor warrants it does not have any actual or potential interests adverse to Commission, nor does Contractor represent a person or firm with an interest adverse to Commission with reference to the subject of this Agreement; and

- c. Contractor warrants it shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement, and
- d. Contractor warrants that no employee, agent or independent contractor of Contractor who has been convicted of a felony or against whom a civil judgment has been entered based upon misappropriation of funds or similar action shall have authority or discretion in any way relating to funding provided to Contractor by Commission such to be able to control disbursements/withdrawals of said funds. All individuals having disbursement/withdrawal authority of funds received by Contractor from Commission shall be bonded and the individual and the bonding amount identified in **Attachment A** of this Agreement or Contractor shall provide proof of insurance covering employee dishonesty as acceptable to Commission at its sole discretion.

2. SUPPLEMENTING EXISTING SERVICE LEVELS AND SUPPLANTING OTHER FUNDING

The parties to this Agreement understand that each is bound by the provisions of the Commission's supplanting policy and Section 30131.4 of the Revenue and Taxation Code which states: "All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of service and not to fund existing levels of service. No moneys in the California Children and Families Trust Fund shall be used to supplant state or local General Fund money for any purpose." Contractor warrants that no funds provided by Commission shall be used to supplant existing funds from any source for any purpose. Contractor further warrants that any moneys, leveraged, obtained through matching funds, as part of governmental or private grant funds or in any way resulting from the use of funds provided by Commission shall be used to further the purposes of Commission as stated in the Commission's Strategic Plan to promote, support, and improve the early development of children from the prenatal stage to five years of age. Contractor acknowledges that any act or omission of Commission causing failure to fully comply with these requirements shall be cause for immediate termination of this Agreement and pursuit of any remedies available by law.

3. TERM

This Agreement shall become effective on July 1, 2019 and shall terminate on June 30, 2020, unless terminated pursuant to other Agreement provisions.

4. RESPONSIBILITIES OF CONTRACTOR

- a. Contractor shall provide, to the complete satisfaction of Commission, the services described in **Attachment B**, Scope of Work. Contractor agrees to comply with all

Commission requirements, Commission's Strategic Plan and all other requirements of Commission, including the policies set forth in **Attachment E** as well as any and all policies and procedures now in effect, or yet to be established. Contractor agrees to work with Commission on any systems or contractor integration to afford the Commission the use of the strengths of its contractors in furtherance of Commission's Strategic Plan. Contractor agrees to provide any information required at the time of the execution of this Agreement or at any time during the term of this Agreement.

- b. Contractor shall be required on occasion to disseminate Commission materials on various issues to further the objectives of Commission's Strategic Plan. Such materials will be provided to Contractor with reasonable notice and instructions for dissemination.

5. RESPONSIBILITIES OF COMMISSION

Commission shall have and exercise responsibility for establishing and providing policies and procedures including but not limited to monitoring, reporting, and evaluating Contractor's performance and for payment of Contractor's compensation.

6. COMPENSATION – FUNDING AWARD AND DISBURSEMENTS

- a. Compensation to Contractor shall be based upon actual costs as described in **Attachment C**, Project Budget. Commission will reimburse Contractor for all necessary and reasonable expenses incurred in accordance with the Project Budget for providing the services on behalf of Commission in an aggregate amount not to exceed \$40,000. No reimbursement will be made for any expense that is determined by Commission in its sole discretion to be a supplanting of funds.
- b. Commission may approve an initial disbursement of up to twenty-five percent (25%) of the project's annual budget. Subsequent disbursements shall be based upon Contractor's performance on this and/or prior Agreements.
- c. Contractor shall submit a quarterly, or as Commission requires, a financial and program progress report and a disbursement list or check register reflecting all disbursements prior to reimbursement. The reports and other documents shall be received no later than the 15th day after the ending of the previous quarter, or as Commission requires. The submitted reports shall be in a form approved by Commission.
- d. For any revisions to multi-year agreements, Contractor shall submit a Scope of Work (Attachment B) and Budget (Attachment C) for review and approval. These documents shall be due to the Commission by April 15 of the contract term. Contractor acknowledges that time is of the essence.

7. TERMINATION

a. Non-Allocation of Funds

The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency or commission in any fiscal year. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving Contractor thirty (30) calendar days advance written notice. Upon such termination, Commission will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. Contractor will be given thirty (30) calendar days written notice in the event that such an action is required by Commission.

b. Breach of Contract

Commission may immediately suspend or terminate this Agreement in whole or in part, where in the determination of Commission there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to Commission; or
4. Improperly performed service.

Commission shall have the right to demand of Contractor the repayment to Commission of any funds disbursed to Contractor under this Agreement, which in the judgment of Commission were not expended in accordance with the terms of this Agreement. Contractor shall promptly refund any such funds upon demand, or at Commission's option, such repayment shall be deducted from future payments owing to Contractor under this Agreement. If Contractor should fail to comply with any provision of this Agreement, Commission shall be relieved of its obligation for further compensation to Contractor.

In no event shall any payment by Commission constitute a waiver by Commission of any breach of this Agreement or any default which may then exist on the part of Contractor. Neither shall such payment impair or prejudice any remedy available to Commission with respect to the breach or default.

c. Without Cause

Under circumstances other than those set forth above, this Agreement may be terminated by either party upon the giving of thirty (30) calendar days advance written notice of an intention to terminate. Should either party terminate this Agreement as provided herein,

Commission shall pay Contractor for all satisfactory services rendered by Contractor prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 4 herein.

d. Surrender of Documentation Upon Termination

In the event this Agreement is terminated by either Contractor or Commission prior to the close of the term, Contractor shall submit to Commission all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within fifteen (15) calendar days after the effective date of termination.

8. EVALUATION AND DATA COLLECTION

Services provided by Contractor shall be evaluated by Commission. Contractor agrees to cooperate fully in the development and implementation of evaluation activities including, but not limited to, relevant case data, collections, data entry and reporting activities as described in **Attachment B**, the Scope of Work, and as may otherwise be required by Commission.

9. MONITORING AND SITE VISITS

- a. Commission shall monitor performance of services described in **Attachment B**, Scope of Work, through quarterly financial and progress reports in accordance with Section 6.c., site visits, and other means identified as necessary to monitor performance by Commission. Contractor understands and agrees that any determination regarding the successful provision of services of the program for purposes of the continuation of funding of the program is solely the responsibility and prerogative of Commission.
- b. Commission shall have the right to make unannounced site visits to the location where services under this Agreement are being provided at anytime during Contractor's regular business hours or upon reasonable notice. Contractor acknowledges that such visits shall be for administrative purposes as allowed under California confidentiality laws.
- c. Any deficiencies noted in the provision of services may be addressed by Commission in the following manner:
 1. Upon discovery, a letter to Contractor shall issue with a detailed explanation of the deficiency;
 2. Within ten (10) calendar days from the date of the letter, Contractor shall submit to Commission a plan to correct the deficiency;
 3. Within ten (10) calendar days from the date the plan was submitted, Commission shall review the plan and shall in writing accept the plan as proposed or submit an

acceptable plan for Contractor to follow;

4. Upon receipt of Commission's acceptance of Commission's plan, Contractor shall implement the plan in a timely fashion to achieve prompt completion of the plan and to promptly remedy the deficiency.

Commission reserves the right to terminate the Agreement in accordance with Section 7.b. with or without the provision of an opportunity to cure under this section.

10. PROGRAM INCOME

Contractor acknowledges that First 5 Funding Awards cannot be used to supplant monies generated by or reimbursable from third party payor sources as explained in Section 2 of this Agreement. Contractor agrees that all monies designated in Budget Attachment C shall be utilized as set forth. To the extent that third party, non-leveraged payor source funds (Program Income) exceed stated amounts, this Program Income shall be used to off-set First 5 Funding Award amounts either in full or in proportionate share. Contractor shall place and maintain Program Income in a separate cost center/fund trackable in Contractor's accounting system for Contractor's performance of activities as set forth in Scope of Work Attachment B. Contractor shall notice Commission pursuant to section 19 of this Agreement immediately upon ascertaining the existence of Program Income. Commission shall off-set future disbursements to Contractor in an amount equal to Program Income.

11. AUDIT, INSPECTION AND RETENTION OF RECORDS

- a. Contractor agrees to maintain and make available to Commission accurate books and records relative to all its activities under this Agreement. Contractor shall permit Commission to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews of all records including but not limited to, invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon Commission herein.
- b. Contractor shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. Contractor's records shall describe and support the use of funds for the agreed upon project.
- c. Contractor shall submit an annual independently audited financial statement to Commission within one hundred twenty (120) days of Contractor's fiscal year-end or for the program of services funded pursuant to this Agreement.

- d. Contractor shall track and report costs in conformance with Generally Accepted Accounting Principles (G.A.A.P.). Contractor acknowledges that G.A.A.P. requires non-restrictive funds.
- e. Commission reserves the right to require a program specific audit at Commission's discretion.
- f. If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code section 8546.7).
- g. Notwithstanding the term provisions stated in Section 3 of this Agreement, it is acknowledged by the parties hereto that this Agreement shall continue in full force and effect until all audit procedures and requirements as stated in this Agreement have been completed to the review and satisfaction of Commission. Contractor shall bear all costs in connection with or resulting from any audit and/or inspections including but not limited to: actual costs incurred and the payment/repayment of any expenditures disallowed by either Commission, State or Federal governmental entities, including any assessed interest and penalties.
- h. The funds received under this Agreement are not federal funds, however, any contractor required to have an audit performed in accordance with the Single Audit Act and OMB Circular A-133 must have its independent auditor include this program as part of the testing. Although the programs tested under these provisions are selected on a risk-based approach, and for Federal Government purposes this Agreement would not be included in that analysis, Commission will require that at least a representative number of transactions will be selected for testing from these contracted funds. The number of transactions selected could be based on a statistical sampling method, materiality levels and/or on auditor's judgment as long as the auditor determines that the expenditures made are appropriate under the guidelines of this Agreement.

12. MATERIALS IDENTIFICATION AND OWNERSHIP

Contractor will ensure that all publications, including but not limited to media activities, posters, conferences, brochures, etc., that are used in the approved project shall include a statement that the project is funded by "FIRST 5 Kings County" with the official Commission logo. All publications, media activities, posters, films, booklets, pamphlets or similar informational materials which have been prepared pursuant to the provision of services under the Agreement shall contain a statement prominently displayed which identifies Contractor as a provider of service under "FIRST 5 Kings County" and shall remain the property of Commission with all materials, copies, originals, prototypes, etc. turned over to Commission at the termination of this Agreement. The cost for any materials not meeting the above provisions may not be reimbursed under this Agreement

at the sole discretion of Commission.

13. INDEPENDENT CONTRACTOR

In the performance of the services under this Agreement, Contractor shall be, and acknowledges that Contractor is in fact and law, an independent contractor and not an agent or employee of Commission. Contractor has and retains the right to exercise full supervision and control over the manner and methods of providing services to Commission under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, state or local, and compliance with any and all other laws regulating employment.

14. NON-ASSIGNMENT

Contractor shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior written approval of Commission.

15. SUBCONTRACTS

Contractor assumes full responsibility for all services and activities covered by this Agreement, whether or not directly provided by Contractor. Contractor shall be considered the sole point of contact regarding contractual matters, including payment of any and all charges resulting from this Agreement.

If Contractor should propose to subcontract with one or more third parties to carry out a portion of those services covered by this Agreement, any such subcontract shall be in writing and approved as to form and content by Commission prior to execution and implementation. If the subcontract amount exceeds five thousand dollars (\$5,000.00), Contractor shall submit, in addition to the subcontract, a budget or fee schedule for the subcontract. Commission shall have the right to reject any such proposed subcontract. Any such subcontract, together with all other activities by or caused by Contractor, shall not require compensation greater than the approved total program budget as set forth in **Attachment C** to this Agreement. An executed copy of any such subcontract shall be received by Commission before any implementation and shall be retained by Commission. Contractor shall be responsible to Commission for the proper performance of any subcontract. Subcontractors shall be subject to the same terms and conditions that Contractor is subject to under this Agreement.

16. INSURANCE

- a. Contractor, in order to protect Commission and its members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

1. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate.

2. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00).

3. Professional Liability

Professional Liability (Medical Malpractice) Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

4. Worker's Compensation

A policy of worker's compensation insurance as may be required by the California Labor Code.

- b. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by Commission. Contractor shall pay any deductibles and self-insured retentions under all required insurance policies.
- c. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of a "B+;V" rating, or in special circumstances, be pre-approved by Commission.
- d. Contractor must obtain endorsements to the general liability and auto insurance policies, giving Commission an unrestricted thirty (30) day prior written notice of cancellation or change in terms or coverage. Contractor shall also obtain an endorsement to the workers' compensation policy giving Commission an unrestricted ten (10) day prior written notice

of any cancellation or change in terms or coverage.

- e. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverage and endorsements required above. Commission will not accept such coverage unless Commission determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverage.
- f. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by Commission.
- g. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Commission from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. Commission, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, Commission may purchase such required insurance coverage, and without further notice to Contractor, Commission shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by Commission for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement is insufficient to reimburse Commission for the premiums and any associated costs, Contractor agrees to reimburse Commission for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Commission to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverage required by this Agreement.

17. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Commission and Commission's agents, Commission members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of Commission Counsel and counsel retained by Commission, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where

located, including the property of Commission; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

18. SETOFF AGAINST DEBTS

Contractor agrees that Commission may deduct from any payments due to Contractor pursuant to this Agreement any monies Contractor owes Commission under any contract.

19. NOTICES

Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below *or* by facsimile at the fax number specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to Commission shall be addressed as follows:

Scott Waite, Program Officer
First 5 Kings County
330 Campus Drive
Hanford, California 93230

Fax: (559) 585-0818

Notice to Contractor shall be addressed as follows:

Nanette Villarreal, Director
Kings United Way
125 W. 7th Street
Hanford, CA 93230

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

20. CONFLICT OF INTEREST

The parties to this Agreement have read and understand the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are, upon making diligent

inquiry, unaware of any financial or economic interest of any public officer or employee of Commission relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, Commission may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100 *et seq.* during the term of this Agreement.

21. SOLE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire agreement between the Contractor and Commission with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

22. AUTHORITY TO BIND COMMISSION

It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, has no authority to bind Commission to any agreements or undertakings.

23. NONEXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement and that Commission shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the Commission desires.

24. MODIFICATIONS OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties at the time of the modification.

25. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of Commission. Forbearance or indulgence by Commission in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. Commission shall be entitled to invoke any remedy available to Commission under this Agreement or by law or in equity despite said forbearance or indulgence.

26. CHOICE OF LAW AND VENUE

The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kings. Accordingly, the parties agree that the venue of any

action relating to this Agreement shall be in the County of Kings.

27. CONFIDENTIALITY

No party to this Agreement shall, without written consent of the other party, communicate confidential information, designated in writing or identified in this Agreement as such to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

28. CONCURRENT ENFORCEMENT OF REMEDIES

Commission reserves its right to pursue any and all remedies available by law as needed to enforce its rights under this Agreement

29. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, or provisions shall be deemed severable and shall remain in full force and effect.

30. COMPLIANCE WITH LAW

Contractor shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by this reference as if set forth in full.

31. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

32. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision of this Agreement is a material, necessary and essential part of this Agreement.

33. NONDISCRIMINATION

Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or disability, either directly, indirectly or through contractual or other arrangements.

34. NON-COLLUSION COVENANT

Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with Commission. Contractor has received from Commission no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

35. SIGNATURE AUTHORITY

Each party represents that they have capacity, full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

REVIEWED AND RECOMMENDED
FOR APPROVAL

By: _____
Edward Hill

Title: Executive Director

CONTRACTOR

By: _____
Nanette Villareal

Title: Director

Federal Tax ID Number: 94-6130925

Attachments:

- A. Individuals Handling Funds**
- B. Scope of Work**
- C. Project Budget**
- D. Signatory Authorization**
- E. Tobacco-Free Policy**

ATTACHMENT A
INDIVIDUALS HANDLING FUNDS

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

ATTACHMENT B

PROVIDER NAME: Kings United Way

PAGE: 1 of 2

1	2	3	4	6	
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Significant others to be served	
Systems Integration & Alignment	A cohesive system of services for children and families will exist	Communities will have physical places and spaces that promote early childhood education, support health and encourage interaction while leveraging resources to sustain.		Due Date	Staff Responsible
			Maintain a current, comprehensive, computerized inventory of community resources for residents of Kings County in the Spanish language.	6/30/19	211 Database Specialist
			Conduct presentations throughout Kings County in Spanish to promote the use of 211 services.	6/30/19	211 Marketing Coordinator
			Participate in tabling events throughout Kings County with a concentration on rural areas that are densely populated with Spanish-speaking residents.	6/30/19	211 Marketing Coordinator
			Conduct two (2) focus groups in Spanish to gather feedback on resource information in the 211 database.	6/30/19	211 Database Specialist

PROVIDER NAME: Kings United Way

PAGE: 2 of 2

1	2	3	4	6	
Strategic Plan Focus Area	Goals	Objective	Program Specific Activities	Significant others to be served	
Systems Integration & Alignment	A cohesive system of services for children and families will exist	Communities will have physical places and spaces that promote early childhood education, support health and encourage interaction while leveraging resources to sustain.		Due Date	Staff Responsible
			Conduct follow-up calls to determine if Spanish-speaking callers received needed services and provide additional I&R service, if needed.	6/30/19	211 Database Specialist
			Monitor tabling events and presentations to ensure appropriate service delivery to target population.	6/30/19	Executive Director
			Review client satisfaction surveys and determine if changes are needed to ensure quality services.	6/30/19	Executive Director

ATTACHMENT C
PROJECT BUDGET

Project Name: Kings United Way 211 Intelliful			Contract Term: 07/01/19 -06/30/20	
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
A. Personnel Costs				
211 Coordinator (.25 FTE) Costs (\$37,440 annually) Marketing and Outreach	\$9,360	\$0	\$0	\$9,360
211 Database Specialist (.25 FTE) Costs (\$35,360 annually) Responsible for database and follow-up	\$8,840	\$0	\$0	\$8,840
Director (.10 FTE) Costs (\$66,372 Annually) Project supervision and evaluation	\$6,637	\$0	\$0	\$6,637
Salaries & Benefits 25% of salaries	\$6,209	\$0	\$0	\$6,209
TOTAL Personnel Costs	\$31,046	\$0	\$0	\$31,046
B. Program Costs				
Travel (100 @ \$.58 mile/mile x 12 months) Mileage for outreach and education	\$696	\$0	\$0	\$696
Program Materials & Supplies (\$100/mo x 12 months) Materials for marketing and outreach	\$1,200	\$0	\$0	\$1,200
Contracted Services (Intelliful App-Spanish) \$50/hour x 24 hours Conduct upgrades to mobile app and provide reporting metrics	\$1,200	\$0	\$0	\$1,200
Lease Costs (\$154.85/mo x 12 mo) Office space proportionate to 211 team @ 25%	\$1,858	\$0	\$0	\$1,858
TOTAL Program Costs	\$4,954	\$0	\$0	\$4,954
D. Indirect Costs				
Indirect Costs 10% of indirect cost rate Bookkeeper, audit, and related costs	\$4,000	\$0	\$0	\$4,000
TOTAL Indirect Costs	\$0	\$0	\$0	\$0
TOTAL PROJECT COSTS				
	\$40,000	\$0	\$0	\$40,000

ATTACHMENT D
SIGNATORY AUTHORIZATION

AUTHORIZED SIGNATORY NAME	TITLE
Nanette Villarreal	Director

ATTACHMENT E
TABACCO-FREE POLICY

I. Purpose and Applicability

First 5 Kings County Children & Families Commission (Commission) recognizes that there is ample research demonstrating the health hazards of the use of tobacco products, including smoking, using smokeless tobacco, and breathing of second hand smoke. Therefore, the Commission, in the best interests of the health and safety of the employees and participants of its funded programs, and the general public, directs the development of a policy to ban completely the use of tobacco products on the premises of any of its funded programs, or any other Commission sponsored activities.

This policy shall be established to:

- A. Protect the health and safety of children, families, and employees in the workplace.
- B. Reflect and emphasize the hazards of tobacco use.
- C. Promote health and encourage children, families, & employees to adopt healthy lifestyles.
- D. Further the goal of consistency among Commission funded community programs to discourage children and families from using tobacco products.

II. Statement of Policy

As of April 1, 2003 all First 5 Kings County Children & Families Commission (Commission) funded programs must have a written policy that ensures a tobacco free indoor environment. All funded providers contracting with the Commission must establish tobacco free work-sites for all facilities that deliver Commission funded services.

A tobacco free facility is defined as an environment free of tobacco use, including the use of smokeless tobacco, such as snuff and chewing tobacco. Tobacco use must be prohibited throughout the entire workplace with no exceptions, including all indoor facilities, offices, hallways, waiting rooms, rest rooms, elevators, meeting rooms, community areas, and agency owned and/or leased vehicles. This policy applies to all employees, clients, contractors, and visitors.

Each funded program shall provide proof (in the form of a written policy) to the Commission of an established comprehensive tobacco free policy no later than the end of the first three months of program initiation. In support of this effort, the Commission has provided a Tobacco Free Policy "template". Each provider can adapt the template policy to their organization as they see fit.

III. Definitions

- A. **Tobacco** means cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts;

refuse scraps, clippings, cuttings and sweepings of tobacco; electronic cigarettes emitting nicotine, and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or other tobacco-related devices.

- B. **Tobacco-related devices** means cigarette papers or pipes for smoking.
- C. **Smoking** includes carrying a lighted cigar, cigarette, pipe, or any other lighted smoking equipment.

IV. Policy Template

GENERAL STATEMENT OF POLICY

It shall be a violation of this policy for any employee, administrator, or clients and visitors of (insert name of organization) to use tobacco or tobacco-related devices in our facility, on our premises or in our vehicles. This prohibition includes all (insert name of organization) property and to the extent possible, all events sponsored by (insert name of organization).

(insert name of organization) will act to enforce this policy and to discipline or take appropriate action against any employee or administrator who is found to have violated this policy. Furthermore, (insert name of organization) will inform all clients and visitors of the policy verbally and by posting the policy in a location(s) visible to all. *No Smoking* signs will also be utilized to communicate to clients and visitors that the premises of (insert name of organization) are tobacco free.

TOBACCO AND TOBACCO RELATED DEVICES DEFINED

- **Tobacco** means cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; electronic cigarettes emitting nicotine, and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or other tobacco-related devices.
- **Tobacco-related devices** means cigarette papers or pipes for smoking.
- **Smoking** includes carrying a lighted cigar, cigarette, pipe, or any other lighted smoking equipment.



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 4, 2019

2019-06-043

**First 5 Kings County
Ordinance Update**



340 W. Eighth St • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 4, 2019
Agenda Item: 2019-04-043
Discussion/Action Item: Action Item

AGENDA ITEM: Modification to Commission Ordinance

A. Background/History:

On October 1, 2018 Crystal Hernandez resigned from Champions Alternative Recovery creating a vacancy on the First 5 Kings County Commission. Additionally on October 12, 2018 Steve Naylon resigned from the Commission due to scheduling conflicts and created an additional vacancy. Shortly after these resignations, a posting was made on the Kings County website seeking applications for new commissioners to fill these vacancies to comply with California's Maddy Act. To date the Commission has not received any applicants to fill the vacancies.

At the February 2019 First 5 Kings county Commission Meeting the commission requested that staff place this topic on a future agenda item. The Kings County Children and Families First Commission (First 5 Kings County) last modified the Ordinance February 25, 2014. The modification changed the composition of the Commission removing the Director of Public Health and adding the Public Health Officer, this was done to eliminate a conflict of interest.

- (A) The establishment of a county children and families commission. The county commission shall be appointed by the board of supervisors and shall consist of at least five but not more than nine members.
- (i) Two members of the county commission shall be from among the county health officer and persons responsible for management of the following county functions: children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services.
 - (ii) One member of the county commission shall be a member of the board of supervisors.
 - (iii) The remaining members of the county commission shall be from among the persons described in clause (i) and persons from the following categories: recipients of project services included in the county strategic plan; educators specializing in early childhood development; representatives of a local child care resource or referral agency, or a local child care coordinating group; representatives of a local organization for prevention or early intervention for families at risk; representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; representatives of local school districts; and representatives of local medical, pediatric, or obstetric associations or societies.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Staff request the Commission review, discuss, and make recommendations to staff regarding modification to be made to the Ordinance. Direction regarding Commission membership is requested.

C. Timeframe:

The modified Ordinance will take effect after approval by the Commission and approval by the Board of Supervisors following 2 readings separated by 30 days and publication in the Hanford Sentinel.

D. Costs:

No costs associated with the agenda item.

E. Staff Recommendation:

None

F. Attachments:

- Current First 5 Kings Commission Ordinance

AN ORDINANCE OF THE COUNTY OF KINGS
AMENDING CODE SECTIONS 2-42, 2-46 AND 2-47
OF THE ORDINANCE CODE UPDATING
THE KINGS COUNTY CHILDREN AND FAMILIES FIRST COMMISSION ORDINANCES

The Board of Supervisors of the County of Kings does ordain as follows:

SECTION 1. That Chapter 2 of the Code of Ordinances, County of Kings, be hereby amended to add the following Section, numbered 2-42, which said shall read as follows:

Sec. 2-42. Children's commission composition.

The children's commission shall be comprised of the following seven members:

- (1) One member of the board of supervisors as appointed by the board.
- (2) The Director of the Kings County Human Services Agency, or his or her designee.
- (3) The Kings County Health Officer, or his or her designee.
- (4) The Director of Kings County Mental Health Services, or his or her designee.
- (5) ~~The Kings County Superintendent of Schools, or his or her designee.~~
- (6) The ~~one~~^{two} remaining members shall be appointed by the board of supervisors from the following categories: recipients of project services included in the county strategic plan; educators specializing in early childhood development; representatives of a local child care resources or referral agency or a local child care coordinating group; representatives of a local organization for prevention or early intervention for families at risk; representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; representatives of local school districts; and representatives of local medical, pediatric, or obstetric associations or societies. The original appointment of members under this subsection, and any appointment to fill a vacancy in the office of any such member, shall be subject to the provisions of the Maddy Local Appointive List Act of 1975, commencing at Government Code Section 54970.

Prior to assigning a designee to serve on the children's commission under subsections (b), (c), or (d) above, the county official responsible for making the designation shall notify the county administrative officer and the chairperson of the children's commission in writing of the proposed designation.

SECTION 2. That Chapter 2 of the Code of Ordinances, County of Kings, be hereby amended to add the following Section, numbered 2-46, which said shall read as follows:

Sec. 2-46. Annual audit.

Prior to October 15 of each year subsequent to the adoption of the plan, the children's commission shall prepare and adopt for the prior fiscal year an audit and report on the implementation of the plan and performance under the Act. The audit and report shall meet the requirements of Section 130150 of the Health and Safety Code. Prior to the adoption of the annual audit and report, the children's commission shall hold a public hearing that meets the procedural requirements of subsection (a) of section 2-44 above. Prior to November 1, the annual audit and report shall be submitted to the state commission.

SECTION 3. That Chapter 2 of the Code of Ordinances, County of Kings, be hereby amended to add the following Section, numbered 2-47, which said shall read as follows:

Sec. 2-47. State commission annual audit and report.

Subsequent to the receipt of the state commission annual audit and report prepared pursuant to Section 130150 of the Health and Safety Code, the children's commission shall conduct a public hearing on the state commission's annual audit and report.

Within two months of receipt of the expanded annual audit report from the State Controller's Office prepared pursuant to Section 130151 of the Health and Safety Code, the children's commission shall conduct a public hearing. Within two weeks after this hearing, the children's commission shall submit a response to the audit findings to the State Controller's Office.

SECTION 4. This Ordinance shall take effect and be in force thirty (30) days after its adoption and before the expiration of fifteen (15) days after its passage, it shall be published once with the names of the members of the Board voting for or against the same in the *Hanford Sentinel*, a newspaper of general circulation published in the County of Kings.

The foregoing Ordinance was introduced at a meeting of the Board of Supervisors of the County of Kings held on _____, and adopted at a meeting held on _____ by _____ the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:
ABSTAIN: Supervisors:

Chairman of the Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this ____ day of _____, 2014.

Clerk of said Board of Supervisors

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**AMENDED BYLAWS
KINGS COUNTY CHILDREN AND FAMILIES COMMISSION**

Article I. Name

The Commission shall be known as the First 5 Kings County Children and Families Commission. As used in these Bylaws, the word "Commission" means and refers to the First 5 Kings County Children and Families Commission.

Article II. Purpose and Legal Authority

The purposes of the Commission is to work with the First 5 California Children and Families Commission (hereinafter referred to as the "State Commission") in the implementation of the "California Children and Families First Act of 1998" (hereinafter referred to as the "Act"), which was enacted by the California electorate as Proposition 10 at the November 3, 1998 general election (See Health and Safety Code sections 130100-130150 and Revenue and Taxation Code sections 30131-30131.6), and to develop and adopt an adequate and complete county strategic plan for the support and improvement of early childhood development within Kings County. Article III of Chapter 2, Section 2-44 of the Kings County Code of Ordinances requires the Commission adopt bylaws for its own governance and procedures.

Article III. Commission Composition

Upon appointment, Commission members shall sign their oaths of office within 45 days. For those Commission positions for which appointments are made by the Board of Supervisors pursuant to Article III of Chapter 2, Section 2-42 of the Kings County Code of Ordinances, and for those designees appointed by one of the officers expressly named in subsections (b), (c), (d), (f), and (g) of said Section 2-42, failure to sign the oath of office within 45 days shall be deemed as automatically vacating the position, thereby creating a vacancy.

Article IV. Commission Members

- A. No member of the Commission shall take any action on behalf of, or in the name of, the Commission unless specifically authorized to do so by the Commission.
- B. When a vacancy occurs, the Commission shall notify the appointing authority (either the Board of Supervisors or the appropriate designated official) to begin the process necessary to fill the position.
- C. The Commission shall not pay any salaries to the members of the Commission. Reasonable reimbursement for Commission related training and activities may be available upon prior approval of the Commission, according to County travel policies. If it is not possible to obtain prior authorization from the Commission, expenses may be submitted for possible reimbursement after the fact, at the discretion of the Commission.

Article V. Officers and Duties

- A. Chairperson: shall be elected from candidates nominated from the Commission at the June meeting for the first election. Thereafter, the Chairperson-Elect from the prior

year will succeed to the Chair effective the June meeting each year. The term of office shall be for one year. No member shall serve two consecutive terms (without re-appointment by the Commission) as Chairperson. The Chairperson shall:

1. Preside at all meetings of the Commission
 2. Decide on all points of order. Unless two thirds of those present vote to the contrary, the Chairperson's decision shall stand.
- B. Chairperson-elect: shall be elected from candidates nominated from the Commission at the June meeting for the first election. Thereafter, the Chairperson will appoint a nominating committee to propose candidate(s) for election at the June meeting. The term of office as Chairperson-Elect shall be for one year with the expectation that the chairperson-elect will serve the subsequent year as Chairperson. The Chairperson-Elect shall act in the absence of the Chairperson.
- C. In the event that the Chairperson is unable to carry forth his/her duty as an officer the Chairperson-elect shall succeed to complete the term, then serve his/her own full year term. In the event that the Chairperson-Elect is unable to carry forth his/her duty as an officer, a special election may be called to fill the vacancy at the next scheduled Commission meeting.

Article VI. Committees

Standing or ad hoc committees may be established by the Commission.

Article VII. Meetings

- A. The Commission shall hold regular bi-monthly meetings based on a calendar adopted at the June meeting each year in the Kings County Administration Building at the Kings County Government Center. Meetings may be canceled by the Chairperson or by action of the majority of the members. Meetings may be adjourned as provided in the Brown Act.
- B. A quorum shall be a majority of the total membership of the Commission. A meeting may not be held unless a quorum is present at the time and place of the meeting.
- C. Action may be taken by an affirmative vote of a majority of a quorum.
- D. The regular meeting in April shall be considered the Annual Commission meeting for the purpose of electing the Chairperson-elect.
- E. Special meetings of the Commission may be held on call of the Chairperson or by a majority of the members.
- F. Unless otherwise indicated by these Bylaws, all Commission meetings shall be governed by Robert's Rules of Order Revised.
- G. All meetings shall be conducted in compliance with the Ralph M. Brown Act (Government Code Section 54950 et. seq.).

Article VIII. Conflict of Interest

The Commission, its members and staff shall comply with the conflict of interest laws of the State of California.

Article IX. Amendments

These bylaws may be amended by a majority vote of the full Commission. Intention to amend these bylaws, setting forth the specific amendments to be proposed, is to be made in writing at least ten days prior to the meeting. Amendments are subject to review and comment by the Kings County Board of Supervisors.

Article X. Adoption

These bylaws may be adopted by a majority vote of the full Commission. Adoption is subject to review and comment by the Kings County Board of Supervisors.

ADOPTED BY: The Kings County Children and Families
Commission at the meeting of
June 2, 2015

Chairperson

REVIEWED BY: The Kings County
Board of Supervisors at the meeting of
June 16, 2015

Chairperson



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 4, 2019

Study Session

**Impact of Diminished
Funding
and
Future Strategic Planning**



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 4, 2019
Discussion/Action Item: Informational

AGENDA ITEM: Impact of Diminished Funding and Future Strategic Planning

A. Background/History:

At the April 2019 first 5 Kings County Commission Meeting a request was made by Commissioner Bugay requested that First 5 host a convening of our funded partners to discuss the impact of static funding. This meeting was hosted on May 13 and all of the funded programs sent at least one representative.

Additionally, Proposition 10 requires all county commissions to “adopt an adequate and complete County Strategic Plan for the support and improvement of early childhood development within the county. The strategic plan must include a description of the goals and objectives proposed to be attained, a description of the programs, services, and projects proposed to be provided, sponsored or facilitated; and a description of how measurable results of such programs, services, and projects will be determined by the County Commission using appropriate and reliable indicators.”

In the past First 5 has used variety of methods to engage the Commission, Grantees, Stakeholders, Community Partners, and the Community. During past planning cycles we have used community needs surveys, focus groups, evaluation results, fiscal analysis of grantees by a CPA firm, and submissions by grantees. While all of these data points have proven to be useful there can be a significant cost associated with each one.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

First 5 Kings County Staff request the Commission review, discuss and provide direction for staff regarding the grantee convening and process for developing the next Strategic Plan.

C. Timeframe:

The new strategic plan would start implementation July 1, 2020. All activities would need to be complete and a strategic plan would need to be adopted at the February 2020 Commission Meeting for existing grantees to have new contracts to be in place by July 1, 2020.

D. Costs:

To be determined based on option selected by the First 5 Kings County Children and Families Commission.

E. Staff Recommendation:

Staff recommends that the Commission select a process for the development of a new Strategic Plan to be implemented in FY 2020/2021.

F. Attachments:

- Minutes from May 13, 2019 Grantee Convening
- PowerPoint Presentation used at May 13, Grantee Convening
- Sample timeline for Strategic Planning



**Grantee Convening Meeting Minutes
Kings County Department of Public Health
330 Campus Drive Hanford, Ca 93230
May 13, 2019**

A. Purpose of Meeting-

- Commissioners have asked questions in regards of the funding.
- How programs are affected.
- How to keep programs, staffing and hours of operations going.

B. Fiscal Future of first 5 Kings County-

- Program Officer Scott Waite presented a slideshow. (Please see attached)

C. Impact of Funding Levels on Current Programs-

- Debbie Gilson from UCP stated more FRC's were available along with Parent & Me classes, but the programs in Armona and Home Garden have closed. The former teachers and staff from those centers have now become aides at other Parent & Me sites. The Parent & Me team has gone from a 12 person group to a 10 person group.
- Commissioner Sanja Bugay asked Debbie if she could quantify how many children and families have been impacted since the closures of the two Parent & Me sites. Debbie stated the FRC's were set up to serve the children in a 6-8 week block where as the Parent & Me classes are used until the children are ready to go to school. Parents that want to continue with the Parent & Me classes are asked to bring proof they were denied acceptance via Head Start or California State Preschool. Children are leaving from UCP to Parent & Me classes. Program Officer Waite stated he could get the numbers of the children and families that are served in our FRCs and programs to Commissioner Sanja Bugay if she wanted.
- Commissioner Sanja Bugay asked if the flatness of the funding has affected the FRCs. Debbie stated a problem with the flatness of the funding is hurt by the rising cost of business and the upcoming minimum wage increase. Ruth Rodriguez from KCAO stated Kettleman City FRC previously received funding by the Kettleman City Foundation to help with the FRC. This has ended and the FRC had to get creative as to how the money would be used. Commissioner Sanja Bugay stated the lack of funding forces creativity to come in to play and sometimes creativity forces to give up programs without funding that the communities need.
- Sandra from Lemoore Family Connection and Hanford Family Connection stated they've had to cut some programs out due to funding. Families were affected and families have been put on the waitlist. Ruth also stated some families are put on waitlists as certain programs haven't been able to run due to lack of funding as well.
- Patricia from Avenal Family Connection also stated a lot of classes shrink during the summer, families don't have transportation and have to walk to the FRC. With multiple children and the older children out of school or are going to summer school so the parents take those to school as the younger siblings stop going to preschool at the FRC.
- Commissioner Sanja Bugay asked if the FRCs had anymore funding coming in other than the local First 5 funds. Anna from Corcoran FRC stated she only gets funds from First 5, but the RAC will assist with Utilities or the building up keep. The Corcoran FRC programs have been impacted as well because of the funds. A full time staff member had to go down as part time; as far as having an impact in the families that attend the FRC have not been impacted.

- Nanette Villarreal also stated First 5 was always their go to for funds before they received funds from 211. Kings United Way and 211 try to innovate the best needs possible for the community.
- Nanette Villarreal asked Commissioner Sanja Bugay what the grantees can do to help with the reduction of the funding stream. Commissioner Sanja Bugay stated the Prop 10 funding is a “matchable” funding stream. Most programs such as: Title E-40 Revenue, CMSP Funds provided, Calfresh for young families, CMSP, Medi-Cal for undocumented clients may help.
- Vanessa from First 5 stated Linkages 2 Learning has also been impacted as the programs funding got reduced which changed the formula for the schools. Previously each school site received a stipend and a set amount of funding was allocated for those who registered. The backpack vendor also changed from where First 5 was paying \$26 per backpack to \$14 per backpack. Overall the number of the schools has not been reduced. Program Officer Waite in the past a Kindergarten Readiness Camp was held in the summer to have upcoming kindergarteners. Students attended and receive preschool like instruction and get in routine of how kindergarten will be.
- Commissioner Sanja Bugay stated different choices can be made if the impact of funding is clearly demonstrated, showing impacting programs that are needed. Commissioner Sanja Bugay also stated that the rest of the commission needs to be aware of how the impact that the limited funding is making.
- Program Officer Waite stated all FRCs can not be sustained at that time and the Commission had to close down the 2 FRC’s in Home Garden and Armona. The rational was that families in those communities use the FRCs in Hanford or Lemoore. Debbie with UCP staff mentioned you can not get the time with a 0-5 year old child back and that 90% of brain development takes place during this time. That’s why it’s important to have the programs opened for the Community and having a good quality preschool and parenting training. Debbie also stated having classroom, social emotional trainings at the FRC’s would help out.
- Program Officer Waite informed Commissioner Sanja Bugay, the money that is in the reserve is allowed to be spent and can be spent but a line is drawn of how much reserve should be saved and not spent down to zero. This a local Commission policy and can be changed by the Commission.

D. Strategic Planning Process-

- No Process has been identified
- Many things were done to help out the funding decisions in the past. Some of the resources/processes were: Retreats, Spanish and English focus groups, fiscal analysis of programs, position papers by grantees, analysis of local data, and past grantee performance.
- Program Officer Waite asked the Grantee’s to think of something that could help with the Strategic Planning and to present those ideas to the Commission. Sandra stated the program Kings County CARES was a big program that impacted the community. When the program was cut, participants would go to the commission meetings and talk about how that program is a needed program in the community and eventually came back after the community came together to bring back the program.
- Commissioner Sanja Bugay asked why the Parent & Me program was separated form the FRCs. Program Officer Waite answered; space was an issue at the Lemoore FRC as well as the Hanford FRC. The Jefferson school had a few extra classrooms and there was free space Parent & Me could use.

E. Opportunities for Partnership and Collaboration-

- The subject was touched in the Impact of Funding Levels on Current Programs section.
- Commissioner Sanja Bugay stated she would like to get a tour of all the FRC’s and look into the potential for having supervised visitation rooms to help families. This could shift the FRCs from families with children 0 to 5 to all families.
- Avenal’s FRC would need remodeling that would have to be done.

F. Next Steps-

- Program Officer Waite stated the minutes for this study session would be presented at the Next Commissioner Meeting on June 4th, 2019 at 3:00 PM.

G. Adjournment-

- @12:55Pm



 **FIRST 5**
KINGS COUNTY



History of Proposition 10

- Passed in 1998
- Added 50 cents per tobacco product
- Funds to be used for Early Childhood Education
- 20% of funds goes to First 5 CA
- 80% of funds split between local commissions based on birthrates.
- Kings County is projected to received \$1,297,071 in FY 19/20
- IMPACT Funding from First 5 CA - \$454,760



Fiscal Plan FY 15/16 to FY 19/20

First 5 Kings County Fiscal Plan FY15/16 through FY 19/20						
	FY14/15	FY15/16	FY16/17	FY17/18	FY18/19	FY19/20
	Actual	Actual	Actual	Actual	Budgeted	Projected
Revenue						
General Allocation Revenues	\$1,602,540	\$1,670,554	\$1,504,259	\$1,324,898	\$1,340,227	\$1,297,071
IMPACT	\$108,499	\$2,444	\$363,103	\$400,996	\$453,003	\$454,760
PROP 56 Oral Health	\$0	\$0	\$0	\$0	\$186,104	\$186,104
Interest (0.5% annually)	\$13,393	\$15,291	\$7,034	\$15,308	\$20,500	\$20,500
Total Revenue	\$1,724,432	\$1,688,289	\$1,874,396	\$1,741,202	\$1,999,834	\$1,958,435
Expenditures						
Salaries & Benefits	\$153,104	\$171,257	\$184,061	\$176,536	\$144,341	\$146,362
Services & Supplies	\$114,922	\$122,210	\$162,254	\$140,920	\$154,097	\$162,110
Contributions to Agents	\$1,600,901	\$1,458,985	\$1,727,457	\$1,853,179	\$2,055,108	\$2,055,820
FRC Initiative	\$704,726	\$721,868	\$720,948	\$711,204	\$726,012	\$726,012
Avenal	\$76,656	\$88,381	\$90,000	\$90,000	\$90,000	\$90,000
Corcoran	\$116,000	\$116,000	\$115,936	\$113,854	\$116,000	\$116,000
Kettleman City	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
Hanford & Lemoore	\$417,456	\$425,012	\$425,012	\$424,212	\$425,012	\$425,012
FRC Support	\$4,614	\$2,475	\$0	\$865	\$5,000	\$5,000
School Readiness Initiative	\$621,671	\$577,689	\$602,447	\$613,006	\$619,088	\$619,800
Parent & Me	\$349,800	\$349,800	\$349,800	\$349,800	\$349,800	\$349,800
Special Needs	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
Linkages 2 Learning	\$181,871	\$137,889	\$162,647	\$173,206	\$179,288	\$180,000
E3 Initiative	\$274,504	\$159,428	\$404,062	\$489,788	\$483,904	\$483,904
CARES	\$274,504	\$159,428	\$404,062	\$489,788	\$483,904	\$483,904
New Projects	\$0	\$0	\$0	\$39,181	\$226,104	\$226,104
United Way 211	\$0	\$0	\$0	\$39,181	\$40,000	\$40,000
PROP 56	\$0	\$0	\$0	\$0	\$186,104	\$186,104
Total Expenditures	\$1,868,927	\$1,752,452	\$2,073,772	\$2,170,635	\$2,353,546	\$2,364,292
Excess of Revenues or Expenditures	-\$144,495	-\$64,163	-\$199,376	-\$429,433	-\$353,712	-\$405,857
Fund Balance	\$2,493,354.00	\$2,348,859	\$2,284,696	\$2,090,325	\$1,633,679	\$874,110
Fund Balance % of Revenue (25% floor)	146.57%	130.37%	100.80%	75.26%	54.38%	36.97%

Assumptions

- Fund balance minimum is currently set at 25% of annual budget by First 5 Policy Manual



Fiscal Plan FY 20/21 to FY 21/23

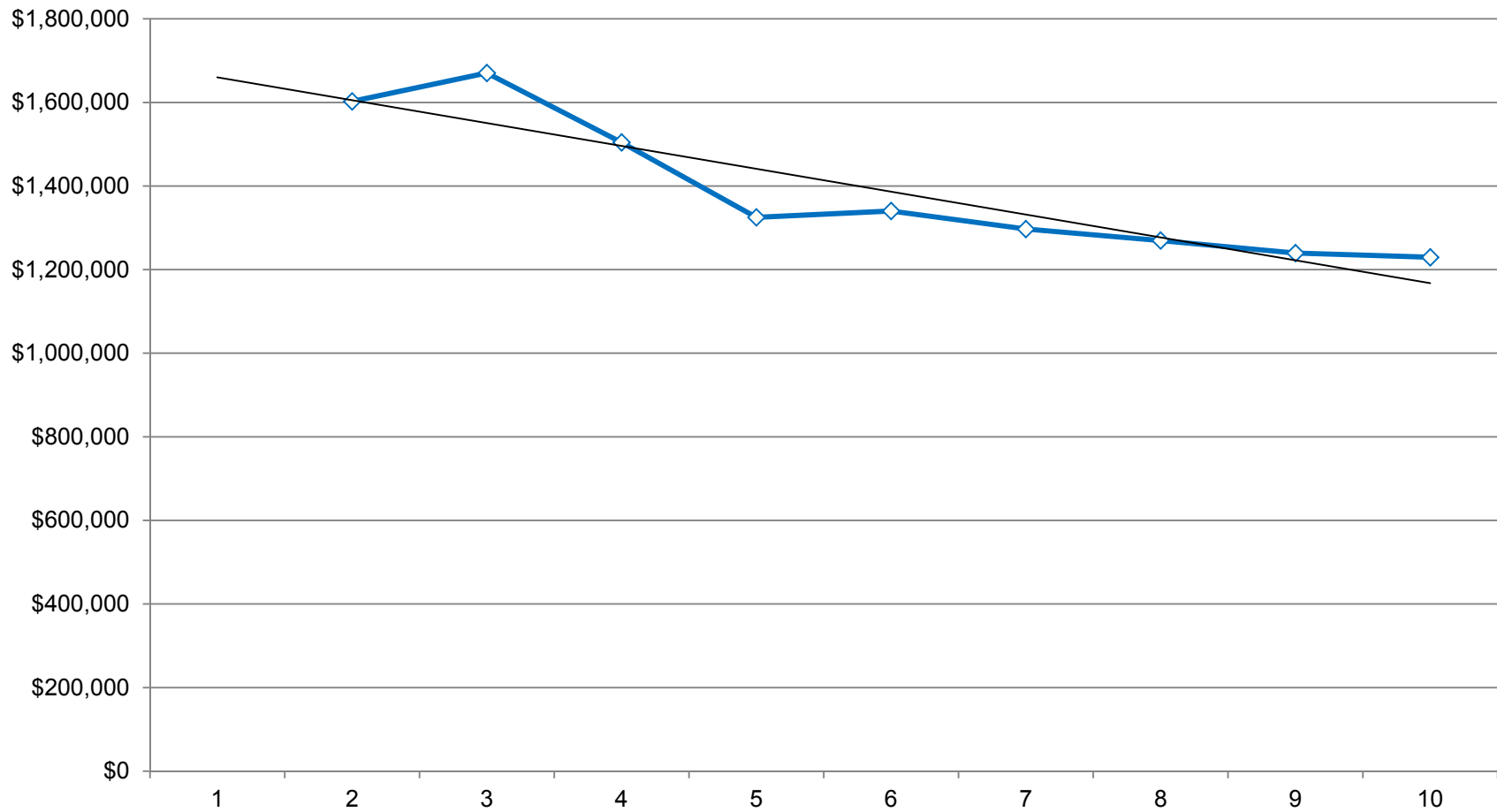
First 5 Kings County Fiscal Plan FY20/21 through FY22/23			
	FY20/21	FY21/22	FY22/23
	Projected	Projected	Projected
Revenue			
General Allocation Revenues	\$1,269,491	\$1,239,470	\$1,229,438
IMPACT	\$167,431	\$167,431	\$167,431
PROP 56 Oral Health	\$186,104	\$186,104	\$0
Interest (0.5% annually)	\$5,000	\$5,000	\$5,000
Total Revenue	\$1,628,026	\$1,598,005	\$1,401,869
Expenditures			
Salaries & Benefits	\$148,411	\$150,489	\$152,596
Services & Supplies	\$170,540	\$179,408	\$188,737
Contributions to Agents	\$387,021	\$387,021	\$200,917
FRC Initiative	\$0	\$0	\$0
Avenal	\$0	\$0	\$0
Corcoran	\$0	\$0	\$0
Kettleman City	\$0	\$0	\$0
Hanford & Lemoore	\$0	\$0	\$0
FRC Support	\$0	\$0	\$0
School Readiness Initiative	\$0	\$0	\$0
Parent & Me	\$0	\$0	\$0
Special Needs	\$0	\$0	\$0
Linkages 2 Learning	\$0	\$0	\$0
E3 Initiative	\$200,917	\$200,917	\$200,917
CARES	\$200,917	\$200,917	\$200,917
New Projects	\$186,104	\$186,104	\$0
United Way 211	\$0	\$0	\$0
PROP 56	\$186,104	\$186,104	\$0
Total Expenditures	\$705,972	\$716,918	\$542,250
Excess of Revenues or Expenditures	\$922,054	\$881,087	\$859,619
Fund Balance	\$2,493,354.00	\$1,796,164	\$2,677,251
Fund Balance % of Revenue (25% floor)	254.42%	373.44%	652.26%

Assumptions

- Fund balance minimum is currently set at 25% of annual



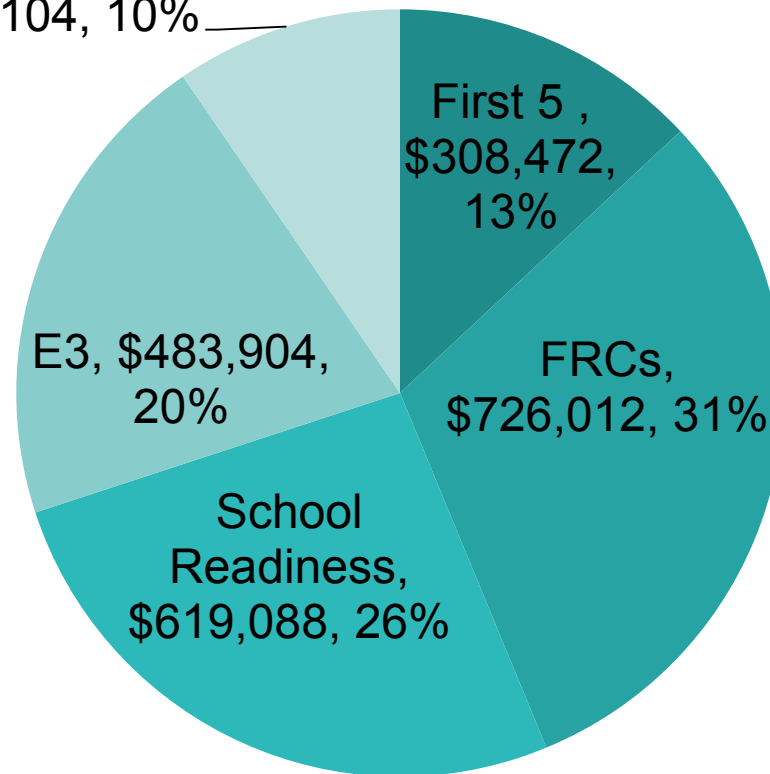
Prop 10 Revenue





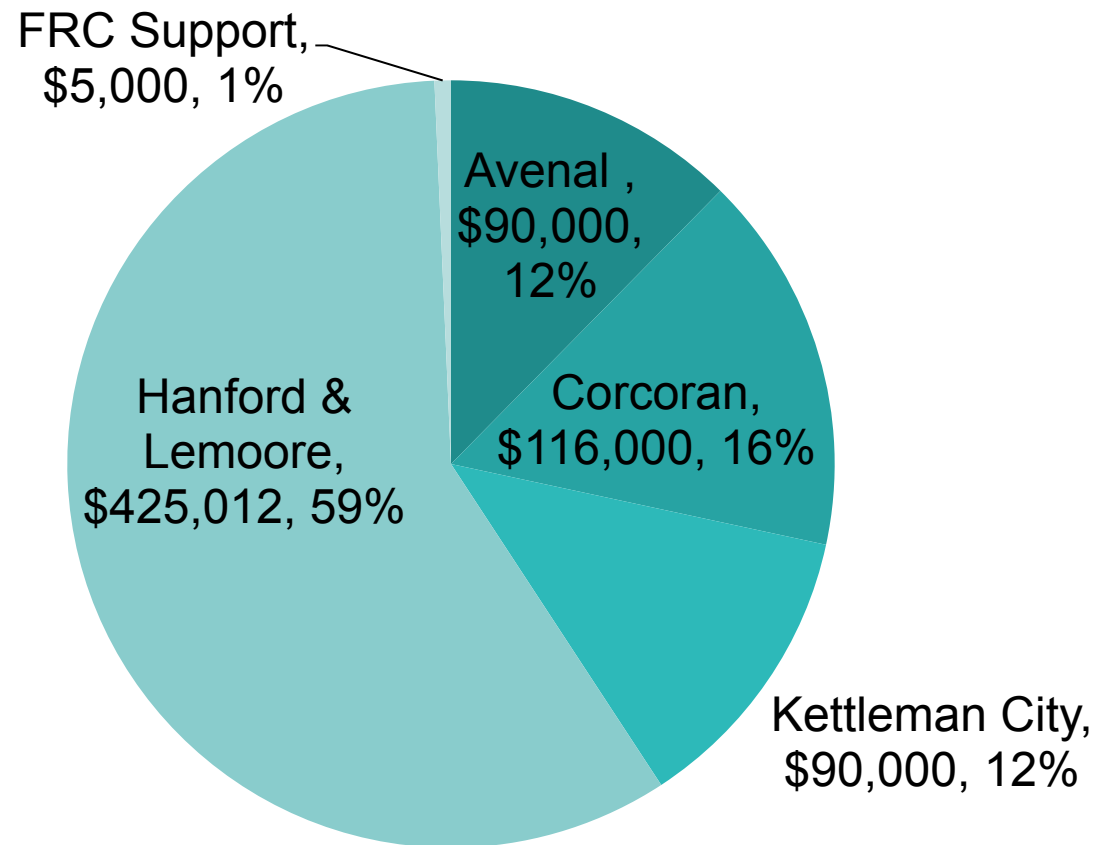
Percentage of Total Revenue

New Projects,
\$226,104, 10%



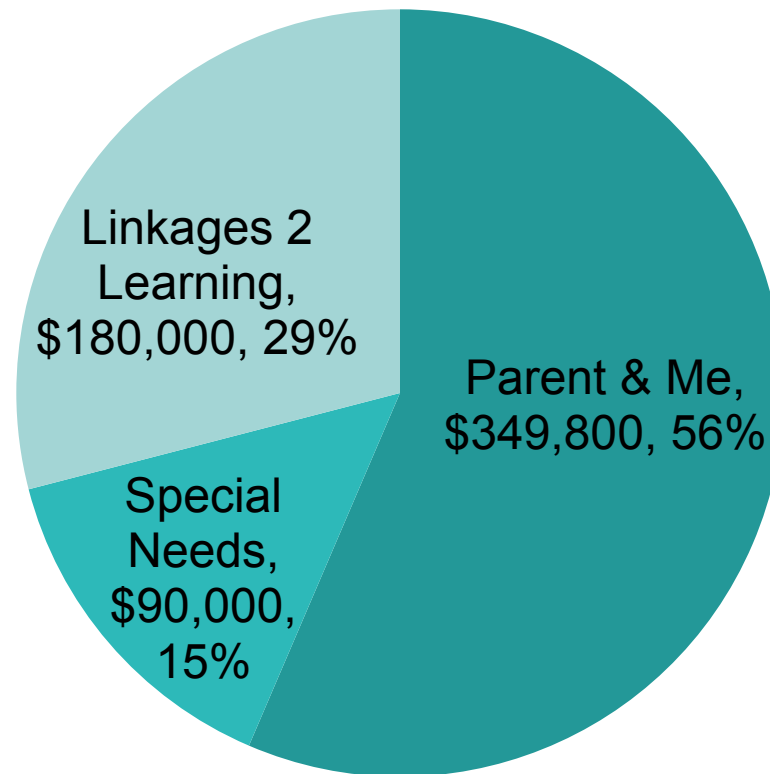


FRC Breakdown





School Readiness Breakdown





Questions & Answers



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 4, 2019

Study Session

3rd Quarter Grantee Achievement Report



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting:
Agenda Item Type:

June 4, 2019
Informational Item

AGENDA ITEM: 2018-2019 Third Quarter Achievement Report for First 5 Funded Projects

A. Background/History:

The Commission has transitioned from a formative evaluation framework into a summative evaluation framework; therefore the reporting of program status reports and evaluation results are now two separate items for the Commission to consider. Staff is providing the Commission, on a quarterly basis, a progress report regarding the status of programs attaining contracted goals and deliverables.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Staff is requesting the Commission review and discusses the program status report representing activities and number of clients served through December of FY 2018-2019.

C. Timeframe:

Reports will be provided to the Commission on a quarterly basis, on the following schedule:

- 1st Quarter Report: December 2018
- 2nd Quarter Report: February 2019
- 3rd Quarter Report: June 2019
- Year End Report: August 2019

D. Costs:

No costs associated with this item.


E. Staff Recommendation:

Staff recommends the commission review and discuss the program reports as provided.

F. Attachments:

- FY 2018-2019 Third Quarter Project Achievement Report

FY 2018-2019 3rd Quarter Achievement Report for First 5 Kings Funded Programs

	Unduplicated Count of Clients Served			Objectives to be Achieved	Objectives that were Achieved	Objectives that did not meet Target	Objectives that are Inactive	Percentage of Budget Expended Goal 25%	Timely Progress Report Submission
	Children 0 to 2	Children 3 to 5	Significant Others						
Family Resource Center Initiative									
Avenal Family Connection	21	32	51	25	23	0	2	85%	Yes
Corcoran FRC	50	117	295	22	18	1	3	66%	Yes
KCOE – HFC & LFC	474	452	804	55	51	4	0	78%	Yes
Kettleman City FRC	22	49	58	12	10	0	2	58%	Yes
School Readiness Initiative									
UCP Parent & Me	156	68	186	20	19	1	0	74%	Yes
UCP Special Need Program	148	22	89	7	7	0	0	72%	Yes
Linkages to Learning	0	0	55	10	8	0	2	67%	Yes
E3 Initiative									
KCOE – CARES	N/A	N/A	264	15	12	2	1	70%	Yes
New Project Initiative									
United Way 211	N/A	N/A	N/A	9	9	0	0	62%	Yes



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 4, 2019

Study Session

Spotlight On Service

United Cerebral Palsy

**Parent & Me
Special Needs Project**



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting:
Agenda Item Type:

June 4, 2019
Informational

AGENDA ITEM: Spotlight on Service: United Cerebral Palsy of Central California – Parent & Me and Special Needs Project

A. Background/History:

The First 5 Commission has scheduled annual program presentations by funded programs. This offers grantees the opportunity to share their successes, achievements, and progress from the last year.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

The Special Needs project seeks to provide services to children identified as having or being at risk for developing a special need. This is a gap funding strategy to provide intervention to a population of children that because of stringent qualification standards, would otherwise not qualify for services under typical funding streams. Services provided through this project include conducting child development assessments, developing and providing interventions based on such assessments, and providing support services for children identified as having a special need for their inclusion into the Parent & Me program. Additionally, this project provides capacity building support to ensure providers are delivering services to children with special needs in an appropriate and inclusive fashion. This funding stream also supports the infrastructure of the Armona Parent & Me inclusion site.

The Parent & Me program is a community-based program designed to strengthen the parent as their child's first teacher and provide hands-on growth experiences for both parent and child which can be repeated at home during the week. Parent and child attend a 1.5 to 2 hour session each week where they participate in activities that are developmentally appropriate for the child. The focus of the program is on children 0-3, however, children age 3-5 who do not have other options or parental preference are welcome. With emphasis on the process rather than results, parents are supported in discovering how and what their child is learning and how they can support their child's development.

C. Timeframe:

United Cerebral Palsy has been a component of the First 5 Kings County strategic plan since FY 2003/2004.

D. Costs:

There is no cost associated with this agenda item.

E. Staff Recommendation:

Staff recommends that the commission review the information provided by United Cerebral Palsy of Central California – Parent & Me and Special Needs Project.

F. Attachments:

- United Cerebral Palsy of Central California – Parent & Me and Special Needs Project – PowerPoint Presentation



June
2019

UCP Programs

Parent & Me
Special Needs



Parent & Me



Parent & Me

Our Program

- Weekly Early Childhood Development Sessions
- Developmental Screenings
- Referrals to Therapists/Specialists
- Modeling/Coaching Parents
- Supporting the Parent/Child Dyad



By the Numbers

2018/2019
July - March

	Parent/Child Dyad	Times Attending	Screenings
Hanford	64	1206	67
Corcoran	59	1281	51
Lemoore	66	926	76
Avenal	24	452	28
Kettleman City	11	188	15



Big Picture

“Strong, positive relationships help children develop trust, empathy, compassion and a sense of right and wrong.

Starting from birth, babies learn who they are by how they are treated. Loving relationships provide young children with a sense of comfort, safety and confidence. They teach young children how to form friendships, communicate emotions and deal with challenges.”

– Zero to Three



Special Needs



Special Needs

Promoting Inclusion

- **Assesses Children Birth to Five**
- **Refers to Appropriate Provider**
- **Follows Children who do not Qualify for Specialized Services**
- **Mentors/Models for ECE Providers**
- **Supports Infrastructure for Armona Parent & Me Inclusion Program**



By the Numbers

2018/2019
July - March

	Goal	Unduplicated	Duplicated
Assessments	125	144	229
Referrals for Specialized Services	--	74	--
Interventions Provided	125	125	210
Follow Up Services Provided	53	71	100
Training/Mentoring for Providers	83	98	204



Big Picture

“Inclusion is a belief system. It begins with the belief that every child has strengths to build upon, interests to share, and experiences to honor.”

–theinclusiveclass.com

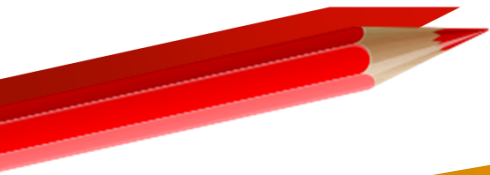


Forward Focused

2019-2020

- Renew Collaboration and Partnerships with FRC's
- Expand Inclusion to All Parent & Me Programs





Thank You!

Questions/Comments





330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: June 4, 2019

Study Session

Staff Report

June 2019



Staff Report

June 2019

Grants & Contracts Program Officer Report –

- **Legislative Day**

- On 04/30/2019 I attended the legislative day hosted by the First 5 Association, the event was held in Sacramento, CA at the state capital and focused on issues that affect the youngest children in California. The issues highlighted were oral health, developmental screening, home visitation and funding for services to children 0 to 3.
 - I had the opportunity to meet with the following representatives or their staff.
 - Assembly Member Rudy Salas from Kings
 - Senator Melissa Hurtado from Kings



- **3rd Quarter Reports**

- The last month our funded programs submitted their 3rd quarter progress and expenditure report. These reports have been processed, payments have been ordered and the information has been compiled in the achievement report contained in this agenda packet.

- **First 5 Express**

- The First 5 Express visited Kings County on May 16th and 17th. The express offers information and materials that support the statewide message of Talk Read Sing. During the two days the First 5 Express visited:

- Kettleman City Family Resource Center
- Corcoran Family Resource Center
- Thursday Night Marketplace in Hanford

- **Fiscal Report: May 2019**

	% of Fiscal Term Expended	Percent of Spending	Comments
First 5 Operations			
Personnel	92%	80%	N/A
Service & Supplies		42%	N/A
TOTAL		60%	N/A
Linkages to Learning			
Personnel	92%	69%	N/A
Service & Supplies		63%	N/A
TOTAL		67%	N/A
Prop 56 Oral Health Prevention			
Personnel	92%	63%	N/A
Service & Supplies		54%	N/A
TOTAL		56%	N/A
First 5 Total Budget		87%	FRC: 92% E3: 105% School Readiness: 98% New Project Initiative: 87%

Category	Expended	Percentage
Administration	\$57,339.02	2.80%
Program	\$1,728,138.43	84.37%
Evaluation	\$39,100.07	1.91%
Linkages 2 Learning	\$120,434.33	5.04%
Oral Health	\$103,292.33	5.88%
Total	\$2,048,304.18	

School Readiness Coordinator/ June 2019 Linkages Report

- All Linkages to learning school sites are gearing up for the end of the 2018-19 school year. Each school site has concluded the program year with a 3rd and final planning meeting during the months of April and May. During our final meeting, schools planned for a fall meet and greet event in August. This event usually takes place a day before school begins. The event allows parents and students an opportunity to meet the new kindergarten teacher before the 1st day of school. The 1st day of school can be very chaotic for both parents and new students. Allowing time to meet the new kinder teacher and explore the new classroom is helpful in calming nerves, asking important questions and sharing concerns with the new teacher. The schedule for these events will be reported in the next staff report. To conclude the 2018-19 program year schools hosted a spring orientation event. This event takes place in the spring after students have been registered for kindergarten. The event is an opportunity for parents and students to meet the kinder staff, school principal and explore the new campus. At the conclusion of each event students take home school readiness materials that can be used during summer months to get ready for kindergarten. Those materials include a reading book or books since we strongly encourage parents to read daily to their child leading up to the beginning of school. The schedule for these orientations is provided below. All schools will resume Linkages to Learning meetings in the fall when the new school year begins. I will make contact with schools in September.
- **Spring orientation schedule:**
 - April 24th @ Kettleman City Elementary
 - May 8th @ Monroe Elementary
 - May 9th @ Engvall and Meadow Lane Elementary
 - May 14th @ Hamilton, Washington and Cinnamon Elementary
 - May 16th @ Armona Elementary
 - May 20th @ Kit Carson and Lakeside Elementary
 - May 21st @ Lemoore Elementary
 - May 23rd @ Avenal Elementary
 - May 29th @ Island Elementary
 - May 31st @ Tamarack Elementary

- **Back Pack Project:** The back pack project is in its final stages for the 2018-19 schoolyear. Schools across the county will end the school year next week. The collection of left overs and back pack data will begin once school is out. Once I have collected all the left over back packs they will go to storage where they will be recounted and repackaged. A more accurate number of back packs distributed will be provided in the next staff report.

First 5 Kings County Fiscal Plan FY15/16 through FY23/24

	FY14/15	FY15/16	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24
	Actual	Actual	Actual	Actual	Budgeted	Projected	Projected	Projected	Projected	Projected
Revenue										
General Allocation Revenues	\$1,602,540	\$1,670,554	\$1,504,259	\$1,324,898	\$1,329,282	\$1,309,412	\$1,285,747	\$1,258,941	\$1,256,532	\$1,233,987
IMPACT	\$108,499	\$2,444	\$363,103	\$400,996	\$453,003	\$454,760	\$153,000	\$153,000	\$153,000	
PROP 56 Oral Health	\$0	\$0	\$0	\$0	\$186,104	\$186,104	\$186,104	\$186,104	\$0	\$0
Interest (0.5% annually)	\$13,393	\$15,291	\$7,034	\$15,308	\$20,500	\$20,500	\$4,378	\$9,080	\$13,618	\$13,618
Total Revenue	\$1,724,432	\$1,688,289	\$1,874,396	\$1,741,202	\$1,988,889	\$1,970,776	\$1,629,229	\$1,607,125	\$1,423,150	\$1,247,605
Expenditures										
Salaries & Benefits	\$153,104	\$171,257	\$184,061	\$176,536	\$144,341	\$146,362	\$148,411	\$150,489	\$152,595	\$152,595
Services & Supplies	\$114,922	\$122,210	\$162,254	\$140,920	\$154,097	\$162,110	\$170,540	\$179,408	\$188,737	\$188,737
Contributions to Agents	\$1,600,901	\$1,458,985	\$1,727,457	\$1,853,179	\$2,055,108	\$2,055,820	\$369,704	\$369,704	\$183,600	\$0
FRC Initiative	\$704,726	\$721,868	\$720,948	\$711,204	\$726,012	\$726,012	\$0	\$0	\$0	\$0
Avenal	\$76,656	\$88,381	\$90,000	\$90,000	\$90,000	\$90,000	\$0	\$0	\$0	\$0
Corcoran	\$116,000	\$116,000	\$115,936	\$113,854	\$116,000	\$116,000	\$0	\$0	\$0	\$0
Kettleman City	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$0	\$0	\$0	\$0
Hanford & Lemoore	\$417,456	\$425,012	\$425,012	\$424,212	\$425,012	\$425,012	\$0	\$0	\$0	\$0
FRC Support	\$4,614	\$2,475	\$0	\$865	\$5,000	\$5,000	\$0	\$0	\$0	\$0
School Readiness Initiative	\$621,671	\$577,689	\$602,447	\$613,006	\$619,088	\$619,800	\$0	\$0	\$0	\$0
Parent & Me	\$349,800	\$349,800	\$349,800	\$349,800	\$349,800	\$349,800	\$0	\$0	\$0	\$0
Special Needs	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$0	\$0	\$0	\$0
Linkages 2 Learning	\$181,871	\$137,889	\$162,647	\$173,206	\$179,288	\$180,000	\$0	\$0	\$0	\$0
E3 Initiative	\$274,504	\$159,428	\$404,062	\$489,788	\$483,904	\$483,904	\$183,600	\$183,600	\$183,600	\$0
CARES	\$274,504	\$159,428	\$404,062	\$489,788	\$483,904	\$483,904	\$183,600	\$183,600	\$183,600	\$0
New Projects	\$0	\$0	\$0	\$39,181	\$226,104	\$226,104	\$186,104	\$186,104	\$0	\$0
United Way 211	\$0	\$0	\$0	\$39,181	\$40,000	\$40,000	\$0	\$0	\$0	\$0
PROP 56	\$0	\$0	\$0	\$0	\$186,104	\$186,104	\$186,104	\$186,104	\$0	\$0
Total Expenditures	\$1,868,927	\$1,752,452	\$2,073,772	\$2,170,635	\$2,353,546	\$2,364,292	\$688,655	\$699,600	\$524,932	\$341,332
Excess of Revenues or Expenditures	-\$144,495	-\$64,163	-\$199,376	-\$429,433	-\$364,657	-\$393,516	\$940,574	\$907,525	\$898,218	\$906,273
Fund Balance	\$2,493,354.00	\$2,348,859	\$2,284,696	\$2,090,325	\$1,633,679	\$1,269,022	\$875,506	\$1,816,080	\$2,723,605	\$3,621,823
Fund Balance % of Revenue (25% floor)	146.57%	130.37%	100.80%	75.26%	53.92%	37.03%	263.71%	389.31%	689.96%	1326.59%

Assumptions

- Fund balance minimum is currently set at 25% of annual budget by First 5 Policy Manual

2019 First 5 Association Bill Tracker

Updated: April 17, 2019

Questions? Contact Margot Grant Gould at margot@first5association.org or 510.227.6968.



Family Resiliency				
Bill Number	Author	Description	Position	Status
SB 135	Jackson (D-Santa Barbara)	<p><i>Disability Compensation: Paid Family Leave</i> Current law prohibits an employer with 50 or more employees in a 75 - mile radius to refuse to grant an employee a request to take up to 12 weeks of unpaid leave for family care and medical leave if the employee worked 1,250 hours in the prior 12 months. Current law includes within "family care and medical leave" the birth, adoption, or foster care placement of a child and the serious health condition of the employee's child, parent, or spouse. This bill would expand the scope of those provisions to instead prohibit an employer with 5 or more employees to refuse to grant an employee a request to take up to 12 weeks of unpaid leave for family care and medical leave if the employee had 180 days of service with the employer.</p> <p><i>Sponsored by Legal Aid at Work, CA Work & Family Coalition & First 5</i></p>	Support	Senate Labor, Public Employment and Retirement
AB 1593	Reyes (D-San Bernardino)	<p><i>Personal Income Taxes: earned income credit</i> This bill would require the taxpayer and the qualifying child to have a social security number or a federal individual taxpayer identification number in order to be eligible for the earned income tax credit.</p>	Support	Asm Rev & Tax
SB 464	Mitchell (D-LA)	<p><i>CA Dignity in Pregnancy & Childbirth Act</i> This bill would make legislative findings relating to implicit bias and racial disparities in maternal mortality rates. The bill would require a hospital that provides perinatal care, and an alternative birth center or a primary clinic that provides services as an alternative birth center, to implement an implicit bias program, as specified, for all health care providers involved in perinatal care of patients within those facilities. The bill would require the health care provider to complete initial basic training through the program and a refresher course every 2 years thereafter, or on a more frequent basis if deemed necessary by the facility. This bill contains other related provisions and other existing laws.</p>	Support	Sen Appropriations

ACR 1	Bonta (D-Alameda)	<p><i>Immigration: public charges</i></p> <p>This measure would condemn regulations proposed by the Department of Homeland Security to prescribe how a determination of an alien's inadmissibility is made based on the likelihood that the alien will become a public charge. This measure would also urge the federal government to reconsider and roll back the proposed regulations.</p>	Support	Sen Human Services
Comprehensive Health & Development				
AB 1004	McCarty (D-Sacramento)	<p><i>Medi-Cal: Developmental screenings</i></p> <p>Would require, consistent with federal law, that screening services provided as an EPSDT benefit include developmental screening services for individuals zero to 3 years of age, inclusive. The bill would require the department to ensure a Medi-Cal managed care plan's ability and readiness to perform these developmental screening services, and would require the department to adjust a Medi-Cal managed care plan's capitation rate, as specified. Until July 1, 2023, the bill would require an external quality review organization entity to annually review, survey, and report on managed care plan reporting and compliance with specified developmental screening tools and schedules.</p> <p><i>Sponsored by First 5 Association, First 5 LA, Children Now</i></p>	Support; Co-Sponsor	Asm Appropriations
AB 898	Wicks (D-Berkeley)	<p>Currently, less than 5 percent of eligible children receive mental health services under the Medi-Cal program, and fewer than 3 percent receive ongoing clinical treatment. These estimates do not account for the children whose behavioral health needs diverge from strict diagnostic criteria required under EPSDT, many of which affect so many low-income children.</p> <p>This bill would create the Children's Behavioral Health Action Team to identify strategies and ways to connect children to critical behavioral health and EPSDT services. The First 5 Association or a designee is named as one of the 30 stakeholders in this group.</p> <p><i>The bill is sponsored by the California Children's Trust.</i></p>	Support	Asm Health

Quality Early Learning				
AB 124	McCarty (D-Sacramento)	<p><i>Preschool Facilities Bond Act of 2020</i></p> <p>This bill would enact the Preschool Facilities Bond Act of 2020 which, if approved by the voters, would authorize the issuance of bonds in the amount of \$500,000,000 pursuant to the State General Obligation Bond Law to finance a preschool facility grant program.</p>	Support	Asm Education
AB 125	McCarty (D-Sacramento)	<p><i>Early Childhood Education: reimbursement rates</i></p> <p>This bill would provide that it is the intent of the Legislature to enact legislation that would establish a single regionalized state reimbursement rate system for childcare, preschool, and early learning services that would achieve specified objectives.</p> <p><i>Sponsored by First 5 CA, CCRC, and EveryChild CA</i></p>	Support	Asm Education
AB 194	Reyes (D-San Bernardino)	<p>Childcare and development services</p> <p>Would state the intent of the Legislature to enact legislation to appropriate \$1,000,000,000 to immediately improve access to alternative payment programs and general childcare and development programs</p>	Support	Asm Appropriations
AB 197	Weber (D-San Diego)	<p><i>Full-day Kindergarten</i></p> <p>Would require, commencing with the 2022–23 school year, schools in school districts offering kindergarten and charter schools serving pupils in early primary grades to implement a full-day kindergarten program, thereby imposing a state-mandated local program. The bill would provide that a minimum school day for full-day kindergarten is the same number of minutes per school day that is offered to pupils in 1st grade.</p>	Support	Asm Appropriations

AB 452	Mullin (D-South San Francisco)	<p><i>Childcare, facilities: grants</i></p> <p>Current law requires that a local educational agency or a contracting agency using facilities purchased by the use of funds from the Child Care Facilities Revolving Fund be charged a leasing fee, as provided, over a 10-year period. Current law requires title to be transferred from the State of California to the local educational agency or contracting agency upon full repayment of the purchase and relocation costs. Current law requires the Superintendent to deposit all revenue derived from the lease payments or renovation or repair loan repayments into the Child Care Facilities Revolving Fund. This bill would repeal that loan program, except as provided, and would require all moneys in the Child Care Facilities Revolving Fund as of December 31, 2019, to be transferred to the California Childcare Facilities Grant Fund, which would be established by this bill to fund a grant program administered by the State Department of Education.</p>	Support	Asm Education
SB 174	Leyva (D-Chino)	<p><i>Early Childhood Education: reimbursement rates</i></p> <p>This bill would provide that it is the intent of the Legislature to enact legislation that would establish a single regionalized state reimbursement rate system for childcare, preschool, and early learning services that would achieve specified objectives.</p> <p><i>Sponsored by First 5 CA, CCRC, and EveryChild CA</i></p>	Support	Sen Education

