



In compliance with the Americans with Disabilities Act, if you require a modification or accommodation to participate in this meeting, including the availability of assistive listening devices or agendas in alternative formats, please contact the First 5 Kings County Children and Families Commission's office at (559) 585-0814 (California Relay 711) at least 48 business hours prior to the start of this meeting.

Meeting Agenda

October 6, 2020

3:00 PM

Hanford Family Connection

315 W. Lacey Blvd.

Hanford, CA 93230

KINGS COUNTY CHILDREN & FAMILIES COMMISSION (FIRST 5 COMMISSION) PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The First 5 Commission hereby provides notice that it will convene its regularly scheduled public meetings of the First 5 Commission by teleconference going forward, and will close Hanford Family Connection to the public generally, except as described below, until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, the First 5 Commission will allow the First 5 Commissioners, Commission staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present at the Hanford Family Connection. Members of the public who choose to attend the meeting virtually, using certain digital or landline phones, may listen to the audio broadcast of the meeting, but will not be able to comment during the meeting. **Only those members of the public who cannot participate virtually, due to a need for a special accommodation (vision, hearing, etc.), may attend the meeting in person at Hanford Family Connection, where efforts will be made to allow adequate social distancing and to ensure that exposed surfaces are sanitized. No more than 10 individuals will be allowed to attend in person at the Hanford Family Connection, at any given time during the meeting. To secure the accommodation consistent with the American's with Disabilities Act and to attend in person, interested parties will need to contact Commission Staff as directed below no later than 48 business hours prior to the start of the meeting.**

Members of the public who wish to participate in the meeting virtually can do so one of three ways: Via the worldwide web; by telephone; or by postal or electronic mail. Members of the public who participate via their computers or through the WebEx app, may provide public comment at the meeting by using the "Raise Your Hand" function. Public comment will be limited to two (2) minutes during the "Unscheduled Appearances" section of the meeting. Public comment will not be available via phone. All others who wish to submit comments may only do so as outlined below.

- **Web Access:** To access the meeting via computer, please go to <https://clarissaravelo.my.webex.com/clarissaravelo.my/j.php?MTID=m484480e0cb7aec5a1e55b91cb9625181>. You may also participate from your smart phone by downloading the **WebEx Meetings app** to your smartphone. After opening the app, click

on **Join Meeting**, and then enter the meeting information. The **meeting number is 126 799 8122** and the **password is zRRRMVvC343**.

- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0001**, then enter the **access code of 97776882**.
- For members of the public who wish to participate, but are unable to do so virtually, you may submit written comments on any matter within the Commission's subject matter jurisdiction, regardless of whether it is on the agenda for Commission consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the First 5 Program Officer no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to Clarissa.Ravelo@co.kings.ca.us. To submit such comments by U.S. Mail, please forward them to:

Program Officer, First 5 Commission, 330 Campus Dr. 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. 004 **2020-10-073 Approval of Minutes: August 4, 2020 Commission Meeting**

P. 010 **Final FY 19/20 Fiscal Report**

P. 014 **August 2020 Fiscal Report**

Action Items

P. 015 **2020-10-074 Amendment III to Partnership Agreement Region 5 IMPACT Hub:**
Commission to review, discuss and authorize the Chair-Elect or the Executive Director to sign the Amendment.

P. 054 **2020-10-075 Legal Services RFQ:** Commission to review, discuss and consider selecting another Law Firm to represent the Commission.

P. 069 **2020-10-076 Special Meeting for Audit & Annual Report:** Commission to discuss and consider scheduling a Special Meeting regarding FY 2019/2020 Annual Audit and Annual Report.

Informational Agenda Items

P. 072 **Staff Report:** August 2020 & September 2020

Future Agenda Items

October TBD 2020

- FY 2019/2020 Annual Audit
- FY 2019/2020 Annual Report

December 2020

- Minutes from October 6, 2020 Commission Meeting
- October 2020 Fiscal Report
- Community Annual Report for FY 19/20
- FY 19/20 Evaluation Report
- 1st Quarter Grantee Achievement Report
- Spotlight on Service: Recreation Association of Corcoran - Corcoran Family Resource Center
- Spotlight on Service: Kings Community Action Organization – Kettleman City Family Resource Center
- Staff Report: October-November 2020

Commissioner Comments

Review Next Meeting Date & Adjournment

- October TBD – Special Meeting
- December 1, 2020 at 3:00 PM – Regular Meeting

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: October 6, 2020

2020-10-073

**Commission Meeting
Minutes from
August 4, 2020;
Final FY 19/20 Fiscal Report;
August 2020 Fiscal Report**



In compliance with the Americans with Disabilities Act, if you require a modification or accommodation to participate in this meeting, including the availability of assistive listening devices or agendas in alternative formats, please contact the First 5 Kings County Children and Families Commission's office at (559) 585-0814 (California Relay 711) at least 48 business hours prior to the start of this meeting.

Meeting Minutes

August 4, 2020

3:00 PM

Hanford Family Connection

315 W. Lacey Blvd.

Hanford, CA 93230

KINGS COUNTY CHILDREN & FAMILIES COMMISSION (FIRST 5 COMMISSION) PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The First 5 Commission hereby provides notice that it will convene its regularly scheduled public meetings of the First 5 Commission by teleconference going forward, and will close Hanford Family Connection to the public generally, except as described below, until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, the First 5 Commission will allow the First 5 Commissioners, Commission staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present at the Hanford Family Connection. Members of the public who choose to attend the meeting virtually, using certain digital or landline phones, may listen to the audio broadcast of the meeting, but will not be able to comment during the meeting. **Only those members of the public who cannot participate virtually, due to a need for a special accommodation (vision, hearing, etc.), may attend the meeting in person at Hanford Family Connection, where efforts will be made to allow adequate social distancing and to ensure that exposed surfaces are sanitized. No more than 10 individuals will be allowed to attend in person at the Hanford Family Connection, at any given time during the meeting. To secure the accommodation consistent with the American's with Disabilities Act and to attend in person, interested parties will need to contact Commission Staff as directed below no later than 48 business hours prior to the start of the meeting.**

Members of the public who wish to participate in the meeting virtually can do so one of three ways: Via the worldwide web; by telephone; or by postal or electronic mail. Members of the public who participate via their computers or through the WebEx app, may provide public comment at the meeting by using the "Raise Your Hand" function. Public comment will be limited to two (2) minutes during the "Unscheduled Appearances" section of the meeting. Public comment will not be available via phone. All others who wish to submit comments may only do so as outlined below.

- **Web Access:** To access the meeting via computer, please go to <https://clarissaravelo.my.webex.com/clarissaravelo.my/j.php?MTID=m2813526f9baed4d76cc529ddd452ae1d>. You may also participate from your smart phone by downloading the **WebEx Meetings app** to your smartphone. After opening the app, click

on **Join Meeting**, and then enter the meeting information. The **meeting number is 126 826 1397** and the **password is 3qsJgPXiz36**.

- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0001**, then enter the **access code of 37754797**.
- For members of the public who wish to participate, but are unable to do so virtually, you may submit written comments on any matter within the Commission's subject matter jurisdiction, regardless of whether it is on the agenda for Commission consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the First 5 Program Officer no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to Clarissa.Ravelo@co.kings.ca.us. To submit such comments by U.S. Mail, please forward them to:

Program Officer, First 5 Commission, 330 Campus Dr. Hanford, CA 93230

Call to Order & Welcome

Commissioner Lewis called the meeting to order at 3:01pm

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

None noted.

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.

No Public Comment occurred.

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. 004 2020-08-072 Approval of Minutes: June 2, 2020 Commission Meeting

P. 015 June 2020 Fiscal Report

No discussion on this item occurred.

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

Action Items

P. 018 2020-08-073 Resolution from Kings County Board of Supervisors related to First 5

Commission Authority: Commission to discuss and approve pursuit of a Board of Supervisors Resolution in regard to the Commission’s authority.

Ms. Ravelo presented the item, as a follow-up to the discussion at the June 2020 Commission meeting, regarding the Commission’s authority. Ms. Ravelo presented a draft Resolution for the Commission’s review.

Commissioner Neves stated that he had concerns about the Resolution presented, and believes that the Commission needs legal counsel who will represent the Commission and not the Board of Supervisors (BOS). He suggested that an RFP for legal counsel be initiated. Commissioner Neves went on to state that the Commission is not just an advisory council, nor is it just a subordinate of the BOS.

Co. Counsel Rise Donlon suggested that the Commission can table the motion and consider going out for independent counsel, and not move forward on this matter. The item can be placed on next month’s agenda for the Commission to explore.

Commissioner Barlow made a motion to table the item, and Commissioner Neves 2nd the motion. Ed Hill stated that the Commission can let the item die for a lack of motion, and County Counsel concurred with that statement. Commissioner Barlow withdrew his motion.

Staff to bring back information for an RFP at the next meeting.

Motion Made by:	None			
2 nd Motion by:	None			
Motion (Pass/Fail)	FAIL			
Commissioner	Aye	Nay	Abstain	Absent
Joe Neves				
Dr. Milton Teske				

Sanja Bugay				
Todd Barlow				
Dr. Lisa Lewis				

Informational Agenda Items

- P. 022 **Final Quarter Grantee Achievement Report:** Commission to review and discuss the progress of funded projects for FY 19/20.

Ms. Ravelo presented on this matter, indicating that all final quarterly progress and expenditure reports have been submitted. Ms. Ravelo also stated that most of the grantees submitted a Scope of Work modification request, in anticipation of not being able to meet the original Scope of Work due to the impact of COVID-19 on their provision of services. Ms. Ravelo provided examples of alternative delivery methods and other COVID-related projects that the grantees are involved in.

No other questions or comments were made.

- P. 025 **Spotlight on Service:** Staff from UCP will present an overview of the funded projects Parent & Me and Special Needs

Debbie Gibson with UCP presented on the Parent & Me and Special Needs programs. Commissioner Barlow thanked Ms. Gibson for the presentation. Commissioner Lewis inquired about a parent support group for parents of children with special needs, to which Ms. Gibson stated that UCP has such a group, but also refers parents to Kings View and Behavioral Health (BHA) when deemed necessary. Commissioner Lewis shared that BHA is bringing a new group of child psychiatrists to the community, and will provide information once it is available. Commissioner Bugay asked if the current contracts have the flexibility to provide services in a variety of ways. Current contracts do not spell out the manner of service provision.

- P. 042 **Spotlight on Service:** Staff from Kings United Way will present an overview of the funded project 211 Intelliful Translation

Erika Lopez with Kings United Way provided an overview of their activities over the past year, as well as the different ways to use 211 by telephone, internet website, mobile application, texting and live chat. Ms. Lopez indicated that there has been an increase in contact from the public since COVID-19 began. She also stated that they updated over 400 programs in their database.

- P. 051 **Staff Report:** June – July 2020

Ms. Ravelo provided an update on staff activities since the last Commission meeting. The Commission was advised that all of the 2019-2020 and 2020-2021 contracts have been brought before the BOS and have been approved, except for West Hills College’s contract for Avenal Family Resource Center, due to the FRC being closed through possibly January 2021. Staff continue to facilitate distribution of the New Parent Kits to the local hospital. Ms. Ravelo also updated the Commission on the Kindergarten backpack and school supply distribution.

Future Agenda Items

October 2020

- Minutes from August 4, 2020 Commission Meeting
- August 2020 Fiscal Report
- Final FY 19/20 Fiscal Report
- FY 19/20 Audit
- FY 19/20 Annual Report
- Spotlight on Service: Corcoran FRC
- Staff Report: August-September 2020

Commissioner Lewis pointed out the future agenda items for the October 2020 meeting. No further discussion ensued on this item.

Commissioner Comments

No additional Commissioner Comments were made.

Review Next Meeting Date & Adjournment

- October 6, 2020 at 3:00 PM

Commissioner Lewis confirmed the next Commission meeting date on October 6, 2020 at 3pm.

The meeting was adjourned at 3:59 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.*

**FY 19/20 Final Fiscal Report
Linkages 2 Learning**

SALARY SUMMARY		\$ 126,418	\$ 101,082	\$ 25,336
SERVICES AND SUPPLIES		BUDGET	YTD	BALANCE
Communications	92006	\$ 719	\$ 701	\$ 18
Maintenance SIG	92021	\$ 2,334	\$ 1,623	\$ 711
Memberships	92027	\$ -		\$ -
Office Expenses	92018	\$ 1,136	\$ 121	\$ 1,015
Postage & Freight	92033	\$ -		\$ -
Offset Printing	92035	\$ -		\$ -
Computer Software	92036	\$ -		\$ -
Prof. & Spec. Services	92037	\$ -		\$ -
Legal Services	92038	\$ -		\$ -
Community Outreach	92045	\$ -		\$ -
Auditing & Accounting	92046	\$ -		\$ -
Contractual Services	92047	\$ -		\$ -
Publication & Legal Notices	92056	\$ -		\$ -
Purchasing Charges	92068	\$ 133	\$ 158	\$ (25)
Brd. & Comm. Meeting Expense	92069	\$ -		\$ -
Public Education Material	92075	\$ -		\$ -
Special Dept Expense	92063	\$ 49,200	\$ 55,679	\$ (6,479)
Motor Pool	92089	\$ 600	\$ 156	\$ 444
Travel Expenses	92090	\$ -		\$ -
Utilities	92094	\$ 1,046	\$ 1,736	\$ (690)
Office Equipment	92018	\$ -	\$ 121	\$ (121)
Admin Allocation	93057	\$ -		\$ -
Information & Technology	93048	\$ 2,563	\$ 2,907	\$ (344)
Liability Claim	93041	\$ 487	\$ 427	\$ 60
IT Managed Contracts	93051	\$ -		\$ -
TOTAL		\$ 58,218	\$ 63,628	\$ (5,410)
TOTAL LINKAGES TO LEARNING COSTS		\$ 184,636	\$ 164,710	\$ 19,926

**FY 19/20 Final Fiscal Report
Prop 56 LOHP**

SALARY SUMMARY		\$ 126,127	\$ 74,797	\$ 51,330
SERVICES AND SUPPLIES		BUDGET	YTD	BALANCE
Communications	92006	\$ 827	\$ 1,551	\$ (724)
Maintenance SIG	92021	\$ 2,684	\$ 1,736	\$ 948
Memberships	92027	\$ -		\$ -
Office Expenses	92018	\$ 575	\$ 836	\$ (261)
Postage & Freight	92033	\$ 264		\$ 264
Offset Printing	92035	\$ -		\$ -
Computer Software	92036	\$ -	\$ 490	\$ (490)
Prof. & Spec. Services	92037	\$ 12,846		\$ 12,846
Legal Services	92038	\$ -		\$ -
Community Outreach	92045	\$ 1,000		\$ 1,000
Auditing & Accounting	92046	\$ -		\$ -
Contractual Services	92047			\$ -
Publication & Legal Notices	92056	\$ -		\$ -
Purchasing Charges	92068	\$ 153	\$ 196	\$ (43)
Brd. & Comm. Meeting Expense	92069	\$ -		\$ -
Public Education Material	92075			
Special Dept Expense	92063	\$ 11,375	\$ 7,420	\$ 3,955
Motor Pool	92089		\$ 217	\$ (217)
Travel Expenses	92090	\$ 4,090	\$ 2,191	\$ 1,899
Utilities	92094	\$ 1,203	\$ 1,956	\$ (753)
Office Equipment	92018	\$ -		\$ -
Admin Allocation	93057	\$ 22,013	\$ 7,057	\$ 14,956
Information & Technology	93048	\$ 2,947	\$ 4,770	\$ (1,822)
Liability Claim	93041	\$ 560	\$ 545	\$ 15
IT Managed Contracts	93051	\$ -		\$ -
TOTAL		\$ 60,537	\$ 28,964	\$ 31,573
TOTAL PROP 56 LOHP COSTS		\$ 186,664	\$ 103,761	\$ 82,903

**FY 19/20 Final Fiscal Report
Consolidated Report**

SALARY SUMMARY		\$ 404,454	\$ 41,943	\$ 85,338	\$ 33,323	\$ 101,082	\$ 74,797	\$ 336,483
SERVICES & SUPPLIES		Budget	Admin	Program	Evaluation	L2L	Prop 56 LOHP	YTD
Communications	92006	\$ 2,804	\$ 1,324			\$ 701	\$ 1,551	\$ 3,576
Maintenance SIG	92021	\$ 9,103	\$ 2,076			\$ 1,623	\$ 1,736	\$ 5,435
Memberships	92027	\$ 4,000	\$ 4,000			\$ -	\$ -	\$ 4,000
Office Expenses	92018	\$ 3,700	\$ 2,082			\$ 121	\$ 836	\$ 3,039
Postage & Freight	92033	\$ 264	\$ 106			\$ -	\$ -	\$ 106
Offset Printing	92035	\$ -				\$ -	\$ -	\$ -
Computer Software	92036	\$ 3,600	\$ 228			\$ -	\$ 490	\$ 718
Prof. & Spec. Services	92037	\$ 37,846			\$ 25,000	\$ -	\$ -	\$ 25,000
Legal Services	92038	\$ 1,000	\$ 9,191			\$ -	\$ -	\$ 9,191
Community Outreach	92045	\$ 1,500	\$ -			\$ -	\$ -	\$ -
Auditing & Accounting	92046	\$ 6,560	\$ 6,560			\$ -	\$ -	\$ 6,560
Contractual Services	92047	\$ -			\$ 8,056	\$ -	\$ -	\$ 8,056
Publication & Legal Notices	92056	\$ 100	\$ 228			\$ -	\$ -	\$ 228
Purchasing Charges	92068	\$ 518	\$ 145			\$ 158	\$ 196	\$ 499
Brd. & Comm. Meeting Expense	92069	\$ 500				\$ -	\$ -	\$ -
Public Education Material	92075	\$ -				\$ -	\$ -	\$ -
Special Dept Expense	92063	\$ 60,575				\$ 55,679	\$ 7,420	\$ 63,098
Motor Pool	92089	\$ 1,200	\$ 4,444			\$ 156	\$ 217	\$ 4,817
Travel Expenses	92090	\$ 17,490	\$ 2,715			\$ -	\$ 2,191	\$ 4,907
Utilities	92094	\$ 4,080	\$ 2,045			\$ 1,736	\$ 1,956	\$ 5,737
Office Equipment	92018	\$ -				\$ 121	\$ -	\$ 121
Admin Allocation	93057	\$ 81,825	\$ 48,644			\$ -	\$ 7,057	\$ 55,700
Information & Technology	93048	\$ 12,370	\$ 2,706			\$ 2,907	\$ 4,770	\$ 10,383
Liability Claim	93041	\$ 1,899	\$ 925			\$ 427	\$ 545	\$ 1,897
IT Managed Contracts	93051	\$ -		\$ 3,726		\$ -	\$ -	\$ 3,726
TOTAL SERVICES & SUPPLIES		\$ 250,934	\$ 87,418	\$ 3,726	\$ 33,056	\$ 63,628	\$ 28,964	\$ 216,793
TOTAL OPERATIONS COSTS		\$ 655,388	\$ 129,361	\$ 89,064	\$ 66,379	\$ 164,710	\$ 103,761	\$ 553,276
Other Charges		Budget	Admin	Program	Evaluation	L2L	LOHP	YTD
FRC Initiative		\$ 726,012	\$ -	\$ 721,012	\$ -	\$ -	\$ -	\$ 721,012
E3 Initiative		\$ 570,596	\$ -	\$ 570,596	\$ -	\$ -	\$ -	\$ 570,596
School Readiness Initiative		\$ 439,800	\$ -	\$ 439,800	\$ -	\$ -	\$ -	\$ 439,800
New Project Initiative		\$ 40,000	\$ -	\$ 39,265	\$ -	\$ -	\$ -	\$ 39,265
TOTAL CONTRACT COSTS		\$ 1,776,408	\$ -	\$ 1,770,673	\$ -	\$ -	\$ -	\$ 1,770,673
TOTAL EXPENSES		\$ 2,431,796	\$ 129,361	\$ 1,859,737	\$ 66,379	\$ 164,710	\$ 103,761	\$ 2,323,949

**FY 19/20 Final Fiscal Report
Revenue**

Revenue FY 2019/2020									
Month	Estimated Prop 10	Prop 10 Revenue	Prop 56 Backfill	Interest	CARES/ IMPACT	Prop 56/ LOHP	Home Visitation	Total	% of Prop 10 Estimate
July 2019	\$ 139,643	\$ 100,255						\$ 100,255	72%
August 2019	\$ 137,162	\$ 119,209						\$ 119,209	87%
September 2019	\$ 218,523	\$ 87,343		\$ 3,448	\$ 77,568	\$ 2,370		\$ 170,729	40%
October 2019	\$ 139,643	\$ 103,765					\$ 3,006	\$ 106,771	74%
November 2019	\$ 137,162	\$ 35,971					\$ 1,982	\$ 37,953	26%
December 2019	\$ 218,523	\$ 111,147	\$ 367,242		\$ 92,645	\$ 15,840	\$ 3,126	\$ 590,000	51%
January 2020	\$ 139,643	\$ 173,616		\$ 3,539			\$ 3,785	\$ 180,940	124%
February 2020	\$ 137,162	\$ 84,933					\$ 2,690	\$ 87,623	62%
March 2020	\$ 218,523	\$ 85,250			\$ 125,678	\$ 32,770	\$ 1,683	\$ 245,380	39%
April 2020	\$ 137,162	\$ 129,584		\$ 3,377			\$ 2,685	\$ 135,647	94%
May 2020	\$ 137,162	\$ 78,034					\$ 2,777	\$ 80,811	57%
June 2020	\$ 221,004	\$ 110,868			\$ 184,351	\$ 23,288	\$ 3,839	\$ 322,346	50%
TOTAL REVENUE	\$ 1,981,312	\$ 1,219,976	\$ 367,242	\$ 10,365	\$480,242	\$ 74,267	\$ 25,573	\$ 2,177,665	62%

**FY 20/21
August Fiscal Report
First 5 Operations**

SALARY SUMMARY		\$ 197,535	\$ 36,238	\$ 161,297	18.35%
SERVICES & SUPPLIES		BUDGET	YTD	BALANCE	%
Communications	92006	\$ 2,176	\$ 134	\$ 2,042	6.15%
Office Equipment	92018	\$ 2,600		\$ 2,600	0.00%
Maintenance SIG	92021	\$ 6,019		\$ 6,019	0.00%
Memberships	92027	\$ 4,000		\$ 4,000	0.00%
Postage & Freight	92033	\$ 297	\$ 3	\$ 294	0.99%
Offset Printing	92035	\$ 500		\$ 500	0.00%
Computer Software	92036	\$ 700		\$ 700	0.00%
Legal Services	92038	\$ 5,000	\$ 68	\$ 4,932	1.36%
Community Outreach	92045	\$ 1,500		\$ 1,500	0.00%
Auditing & Accounting	92046	\$ 6,560		\$ 6,560	0.00%
Contractual Services	92047	\$ 25,000		\$ 25,000	0.00%
Publications & Legal Notices	92056	\$ 100		\$ 100	0.00%
Special Dept Expense	92063	\$ 66,000	\$ 3,138	\$ 62,862	4.75%
Purchasing Charges	92068	\$ 273	\$ 22	\$ 251	7.96%
Brd. & Comm. Meeting Expense	92069	\$ 500		\$ 500	0.00%
Public Education Material	92075	\$ 1,500		\$ 1,500	0.00%
Motor Pool	92089	\$ 4,775	\$ 64	\$ 4,711	1.35%
Travel Expenses	92090	\$ 10,000		\$ 10,000	0.00%
Utilities	92094	\$ 3,118	\$ 324	\$ 2,794	10.38%
Admin Allocation	93057	\$ 22,961		\$ 22,961	0.00%
Information & Technology	93048	\$ 5,260	\$ 1,029	\$ 4,231	19.57%
Electronic Hardware	92103	\$ 2,900		\$ 2,900	0.00%
Liability Claim	93041	\$ 1,200		\$ 1,200	0.00%
IT Managed Contracts	93051	\$ 3,825		\$ 3,825	0.00%
TOTAL SERVICES & SUPPLIES		\$ 176,764	\$ 4,782	\$ 171,982	2.71%
TOTAL OPERATIONS COSTS		\$ 374,299	\$ 41,020	\$ 333,279	10.96%

First 5 Contracted Programs		BUDGET	YTD	BALANCE	%
FRC Initiative	93033	\$ 721,012	\$ 157,753	\$ 563,259	21.88%
Avenal Family Connection		\$ 90,000	\$ -	\$ 90,000	
Corcoran Family Resource Center		\$ 116,000	\$ 29,000	\$ 87,000	
Kettleman City Family Resource Center		\$ 90,000	\$ 22,500	\$ 67,500	
KCOE: Hanford & Lemoore Family Connection		\$ 425,012	\$ 106,253	\$ 318,759	
E3 Initiative	93034	\$ 90,352	\$ 22,588	\$ 67,764	25.00%
Kings County Office of Education CARES		\$ 90,352	\$ 22,588	\$ 67,764	
School Readiness	93035	\$ 439,800	\$ 109,950	\$ 329,850	25.00%
UCP Parent & Me Program		\$ 349,800	\$ 87,450	\$ 262,350	
Special Needs Project		\$ 90,000	\$ 22,500	\$ 67,500	
New Project	93053	\$ 40,000	\$ 10,000	\$ 30,000	25.00%
Kings United Way		\$ 40,000	\$ 10,000	\$ 30,000	
TOTAL CONTRACT COSTS		\$ 1,291,164	\$ 300,291	\$ 990,873	23.26%
TOTAL EXPENDITURES		\$ 1,665,463	\$ 341,311	\$ 1,324,152	20.49%
RESERVE FUNDS (25% of Operations and Contracts)		\$ 416,366	Trust Balance	\$ 753,439	



Date of Meeting: October 6, 2020

2020-10-074

**Amendment III to
Partnership Agreement
Region 5 IMPACT Hub**



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

Date of Meeting: October 6, 2020
Agenda Item: 2020-10-074
Agenda Item Type: Action Item

AGENDA ITEM: Amendment III to Partnership Agreement Region 5 IMPACT Hub

A. Background/History:

In June 2017, First 5 Kings entered into an agreement with regional First 5's and County Offices of Education, to become a part of a regional Training and Technical Assistance Hub for local consortia that are participating in First 5 Improve and Maximize Programs so All Children Thrive (First 5 IMPACT) and California Quality Rating and Improvement System (CA-QRIS). As a member of the Region 5 Hub, Kings County has been provided with coordination and specialized support related to the IMPACT grant and CA-QRIS.

In August 2019, Kings County Office of Education was added as a signatory/partner to the Region 5 IMPACT Hub agreement. At the December 2019 Commission meeting, the Commission authorized Executive Director Ed Hill to sign the agreement amendment.

First 5 Fresno, the Regional Hub Lead Agency, is requesting that the Partnership Agreement be renewed for Fiscal Year 2020-2021. There are no changes to the Amendment, aside from the change in term. County Counsel has reviewed and approved the amendment as to form.

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

Staff requests that the commission review, discuss, and consider authorizing the Commission Chair or First 5's Executive Director to sign the agreement.

C. Timeframe:

The agreement renewal will cover July 1, 2020 through June 30, 2021.

D. Costs:

No costs associated with this item.

E. Staff Recommendation:

Staff requests that the commission review, discuss, and consider authorizing the Commission Chair-elect or First 5's Executive Director to sign the agreement.

F. Attachments:

- Original Region 5 IMPACT Hub Partnership Agreement, July 2017
- Amendment II to Region 5 IMPACT Hub Partnership Agreement, Dec 2019

- Amendment III to Region 5 IMPACT Hub Partnership Agreement, FY 20-21

**PARTNERSHIP AGREEMENT
REGARDING FIRST 5 IMPACT HUB
(REGION 5)**

THIS PARTNERSHIP AGREEMENT (this “Agreement”) is made and entered into this 1st day of July, 2017 to be effective on July 1, 2016 (the “Effective Date”) by and between: (i) the CHILDREN AND FAMILIES COMMISSION OF FRESNO COUNTY, a California public agency (“First 5 Fresno”); (ii) the KERN COUNTY CHILDREN AND FAMILIES COMMISSION, a California public agency (“First 5 Kern County”); (iii) the CHILDREN AND FAMILIES COMMISSION OF KINGS COUNTY, a California public agency (“First 5 Kings County”); (iv) the MADERA COUNTY CHILDREN AND FAMILIES COMMISSION, a California public agency (“First 5 Madera”); (v) FIRST 5 MERCED COUNTY, an agency of the County of Merced (“First 5 Merced”); (vi) MERCED COUNTY OFFICE OF EDUCATION, a California public agency (“MCOE”); (vii) TULARE COUNTY OFFICE OF EDUCATION, a California public agency (“TCOE”); and (viii) FRESNO COUNTY SUPERINTENDENT OF SCHOOLS, a California public agency (“FCSS”). First 5 Fresno, First 5 Kern County, First 5 Kings County, First 5 Madera, First 5 Merced, MCOE, TCOE, and FCSS are sometimes referred to herein collectively as the “Parties” or as “the Region 5 Hub.”

RECITALS

A. In April of 2015, the First 5 California Children and Families Commission (“First 5 CA”) approved a total of \$190 million in funding for the Improve and Maximize Programs so All Children Thrive (“First 5 IMPACT”) initiative. The majority of First 5 IMPACT funding is allocated to local consortia that are implementing a Quality Improvement System or Quality Rating and Improvement System. Additional funding is earmarked for the implementation and operation of Training and Technical Assistance Hubs (“Hubs”) for consortia that are participating in First 5 IMPACT and the CA-QRIS.

B. The primary focus of the Hubs is to provide coordination and specialized support to consortia within a region or with similar technical assistance needs to create economies of scale while building a local early learning system. First 5 Fresno is the “Hub Fiscal Lead Agency” for the Region 5 Hub.

C. In or about June of 2016, First 5 Fresno submitted an application on behalf of the Region 5 Hub for First 5 IMPACT funding. In August of 2016, First 5 CA approved the Region 5 Hub Application and awarded First 5 Fresno \$2,336,543.00 pursuant to a Local Area Agreement (the “LAA”).

D. By this Agreement, the Parties seek to establish a framework for: (i) developing and implementing Hub activities; (ii) ensuring compliance with all requirements set forth in the LAA and the Region 5 Hub Application; and (iii) achieving the goals and purposes of the First 5 IMPACT initiative.

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by this reference, and the mutual covenants and undertakings set forth herein, the mutual receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I
TERM AND TERMINATION**

1.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until June 30, 2020, unless terminated earlier pursuant to the terms of this Agreement.

1.2 **Termination.**

(a) **Termination of LAA.** The effectiveness of this Agreement is conditioned upon the continued effectiveness of the LAA. If the entire LAA is terminated for any reason, this Agreement shall automatically terminate without notice.

(b) **Responsibilities Upon Termination.** Upon termination of this Agreement, the Parties shall: (i) cease all work; (ii) place no further orders for materials, services, or facilities; and (iii) take such actions as may be required by First 5 CA.

**ARTICLE II
FUNDING; FISCAL GUIDELINES**

2.1 **Reimbursement.** Hub funds shall be expended only for the purposes expressed in the Region 5 Hub Application, as may be amended from time-to-time. The Parties agree to follow and be bound by the fiscal guidelines attached hereto as Exhibit “A” and incorporated herein by this reference (the “Fiscal Guidelines”). The right of any Party to reimbursement of expenses using Hub funds shall be contingent upon such Party’s compliance with the Fiscal Guidelines.

**ARTICLE III
IMPLEMENTATION**

3.1 **Fiscal Lead Agency Responsibilities.** First 5 Fresno, as the Hub Fiscal Lead Agency, shall be responsible for disbursing Hub funds to the Parties. First 5 Fresno may appoint such persons as may be necessary to review and approve requests for reimbursement submitted by the Region 5 Hub in accordance with the Fiscal Guidelines.

3.2 **Consortia Leads Responsibilities.** For purposes of this Agreement and the Fiscal Guidelines, each of the Parties shall be considered a “Consortia Lead”. As Consortia Leads, the Parties are responsible for obtaining advanced authorization for Hub expenses and submitting reimbursement requests in accordance with the Fiscal Guidelines on behalf of participating agencies, organizations, or other IMPACT Hub partners (collectively, “consortia members”). In the event that a Consortia Lead fails to obtain advanced authorization for Hub

expenses, First 5 Fresno shall have no liability for such expenses. Beginning July 1, 2017, the Expenditure Authorization Form referenced in the Fiscal Guidelines will be required prior to incurring expenses. The Expenditure Authorization Form will not be required of Consortia Leads prior to this date.

**ARTICLE IV
MISCELLANEOUS**

4.1 **No Assignment.** No Party may assign any rights or delegate any obligations under this Agreement without the express written consent of the other Parties, which consent shall not be unreasonably withheld. Any assignment or delegation in violation of this provision shall be null and void. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and permitted assignees of the Parties.

4.2 **Notices.** Any notices or other communication permitted or required pursuant to this Agreement shall be made in writing and shall be delivered personally or sent by an overnight delivery or courier service, or by certified or registered mail (postage prepaid) to the parties at the addresses set forth below. Notices shall be deemed given when personally served, or, if sent by overnight delivery or courier service, the day after sent from within the United States, or if mailed, two days after date of deposit in the United States mail.

To First 5 Fresno County:	Emilia Reyes, Executive Director 2405 Tulare Street, Suite 200 Fresno, California 93721
To First 5 Kern:	Roland Maier, Executive Director 2724 L Street Bakersfield, California 93301
To First 5 Kings County:	Scott Waite, Program Officer 340 W. 8 th Street Hanford, California 93230
To First 5 Madera County:	Chinayera Hardaman, Executive Director 525 E. Yosemite Avenue Madera, California 93638
To First 5 Merced County:	Lee Lor, Merced County Board of Supervisors, District 2 2222 M Street Merced, California 95341
To Merced County Office of Education:	Steve M. Tietjen, County Superintendent of Schools 632 W 13th Street

Merced, California 95340

To Tulare County Office of Education: Lorena Castillo, QRIS Program Manager
2637 W. Burrel Avenue
Visalia, California 93291

To Fresno County Superintendent of Schools: Jim A. Yovino, Fresno County
Superintendent of Schools
1111 Van Ness Avenue
Fresno, CA 93721

4.3 **Modification.** This Agreement may be modified or amended only by written instrument signed by all Parties.

4.4 **Waiver.** No consent under and no waiver of any provision of this Agreement on any one occasion shall constitute a consent under or waiver of any other provision on said occasion or on any other occasion, nor shall it constitute a consent under or waiver of the consented to or waived provision on any other occasion. No consent or waiver shall be enforceable unless it is in writing and signed by the Party against whom such consent or waiver is sought to be enforced.

4.5 **Force Majeure.** Performance by any Party shall be excused to the extent that performance is prevented or delayed by any cause beyond the control of such Party, including but not limited to unavailability of labor, strikes, lockouts, epidemics, fire, war, governmental action or edict, plant breakdown, civil disorder, act of God and a shortage of energy supply or transportation equipment. However, in the event that any Party shall be unable to perform any part of its obligations and duties hereunder, it shall promptly advise the other Parties of the extent of its inability to perform.

4.6 **Governing Law and Venue.** This Agreement, and the covenants and provisions hereof, shall be governed by, and construed in accordance with, the laws of the State of California. Venue for the purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

4.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements or understandings with respect thereto.

4.8 **Severability.** If any term or provision of this Agreement shall be held to be invalid or unenforceable in any jurisdiction for any reason, then it is the intention of the Parties that this Agreement shall be construed and enforced as if such invalid or unenforceable term or provision had never been a part hereof without invalidating the remaining terms and provisions hereof, and that all of the terms and provisions hereof shall remain in full and effect in every other jurisdiction without regard to such invalidity or unenforceability.

4.9 **Professionals' Fees.** If any suit, action or proceeding of any kind (an "Action") is brought by any Party to this Agreement to enforce, defend or interpret any provision of this Agreement, the prevailing party in such Action shall recover from the other parties to such Action all reasonable costs and expenses which the prevailing party may incur in bringing such Action and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such Action and shall be paid whether or not such Action is prosecuted to judgment. For purposes of this Section 4.9, the "prevailing party" means the party entitled to recover costs of suit, whether or not any Action proceeds to final judgment. Any judgment or order entered in such Action shall specifically provide for the recovery of all reasonable costs and expenses incurred by the prevailing party in connection therewith, including, without limitation, costs and expenses incurred in enforcing such judgment. For purposes of this Section 4.9, "costs and expenses" shall include all court costs and all attorneys', paralegals', and other professionals' fees and costs.

4.10 **Headings and Construction.** All article and section headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

4.11 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement binding on all Parties. Each Party shall become bound by the Agreement immediately upon signing any counterpart, independently of the signature of any other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

CHILDREN AND FAMILIES COMMISSION
OF FRESNO COUNTY, a California public
agency

By: 
Its: _____

Dated: _____, 2017

(signatures continued on following page)

KERN COUNTY CHILDREN AND
FAMILIES COMMISSION, a California
public agency

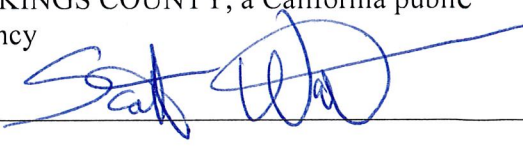
Dated: June 29, 2017

By: 
Its: 

(signatures continued on following page)

CHILDREN AND FAMILIES COMMISSION
OF KINGS COUNTY, a California public
agency

Dated: June 6, 2017

By: 
Its: _____

(signatures continued on following page)

MADERA COUNTY CHILDREN AND
FAMILIES COMMISSION, a California
Public Agency

Dated: _____, 2017

By: 
Its: Executive Director

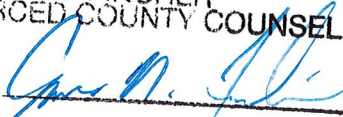
(signatures continued on following page)

FIRST 5 MERCED COUNTY, an agency of
the County of Merced

Dated: July 21, 2017

By: 
Its: _____

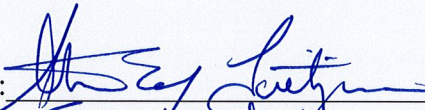
APPROVED AS TO LEGAL FORM
JAMES N. FINCHER
MERCED COUNTY COUNSEL

E: 

(signatures continued on following page)

MERCED COUNTY OFFICE OF
EDUCATION, a California public agency

Dated: _____, 2017

By: 
Its: Superintendent

(signatures continued on following page)

TULARE COUNTY OFFICE OF
EDUCATION, a California Public agency

Dated: 9/6/17, 2017

By: 
Its: _____

(signatures continued on following page)

FRESNO COUNTY SUPERINTENDENT OF
SCHOOLS, a California Public agency

Dated: 8/8/, 2017


By:  _____
Its: _____

Exhibit A

Fiscal Guidelines



Region 5 First 5 IMPACT Hub Fiscal Guidelines

Introduction

Reimbursements are contingent upon compliance with the Local Area Agreement between First 5 Fresno County, in its capacity as the Hub Fiscal Lead Agency for Region 5 (the "Fiscal Lead") and First 5 California. Consortia Lead Agencies ("Consortia Leads")¹ are expected to comply with the following guidelines to ensure that expenses paid or incurred by participating agencies qualify for reimbursement. Reimbursements are also contingent on the timely submission of the two fiscal forms described below.

The Fiscal Lead agency requires Consortia Leads to submit electronic fiscal reports with supporting documentation. A report will be considered late if it is not received by the established due date. Late reports will delay payment of reimbursement.

The guidelines described within this document apply to all Hub funding including, but not limited to, F5 IMPACT and CA-QRIS. Consortia Leads will be notified in the event a funding source dictates an alternate timeline to the process described below.

Expenditure Authorization Form

Prior to incurring expenses, Consortia Leads must submit an Expenditure Authorization Form to the Fiscal Lead for pre-approval of the expenditure using Hub funds. Fiscal Lead staff will review this form against the Hub agreement (including the current First 5 California approved budget and application narrative). The authorization form must indicate the budget line item and the amount expected to be expended. This form must be submitted no later than 15 business days prior to the expense being incurred.

Reimbursement Request Form

Upon incurring expenses, Consortia Leads must submit a Reimbursement Request Form to the Fiscal Lead to process a reimbursement payment using Hub funds. Fiscal Lead staff will review the reimbursement claim against the budget and Expenditure Authorization Form. The reimbursement form must indicate the budget line item and the amount requested to be reimbursed. Reimbursement Request Forms must be submitted per the fiscal deadlines outlined in this document.

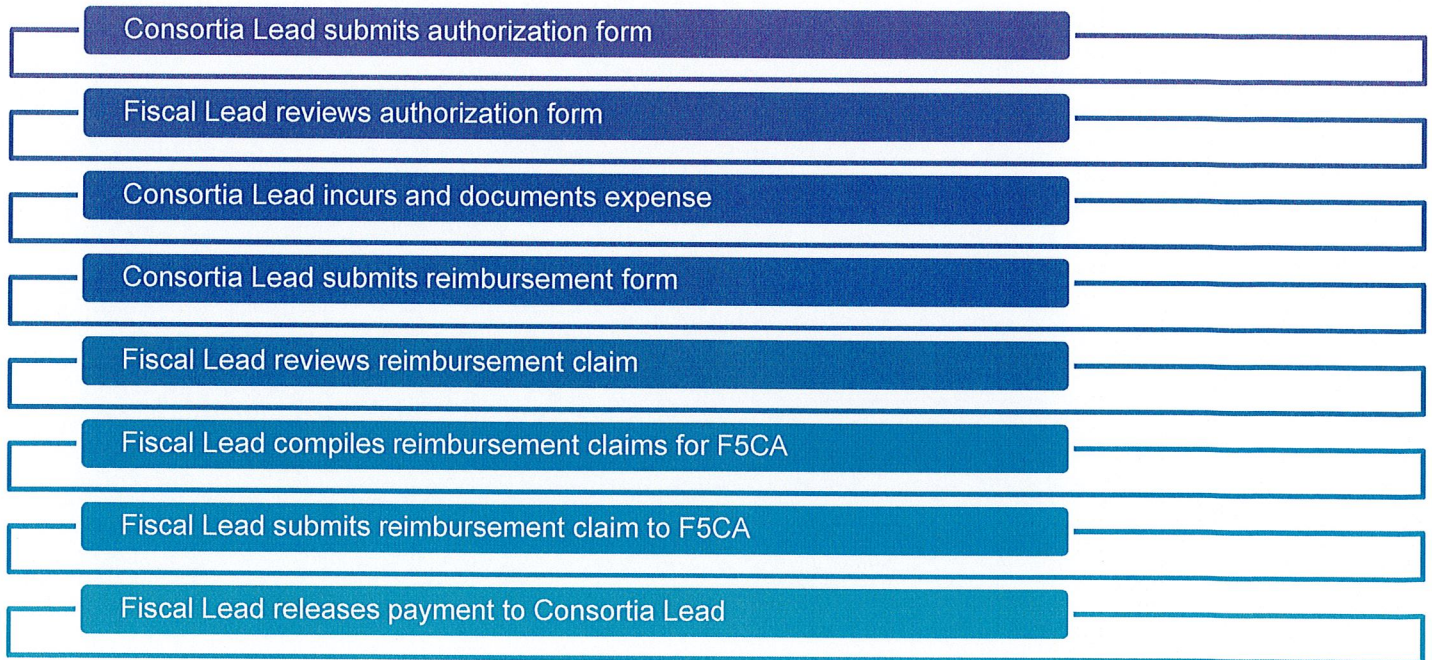
Fiscal Reimbursement Process (Narrative)

1. Consortia Lead submits Expenditure Authorization Form to Fiscal Lead
 - a. Representative from Consortia Lead agency submits authorization form to Regional Coordinator at least 15 business days prior to incurring the expense
 - b. Regional Coordinator submits authorization form to Fiscal Lead business staff
2. Fiscal Lead reviews authorization form
 - a. Business staff reviews authorization form against approved budget and approved agreement
 - b. Business staff approves/denies authorization form and notifies Consortia Lead within 10 business days

¹ For purposes of these guidelines, Consortia Lead Agencies refers to the signatories of the Partnership Agreement regarding First IMPACT Hub Region 5. This includes First 5 Kern County, First 5 Kings County, First 5 Madera County, First 5 Merced County, Merced County Office of Education, Tulare County Office of Education, and Fresno County Superintendent of Schools.

3. Consortia Lead incurs and documents expense
 - a. Consortia Lead prepares to incur expense
 - b. Consortia Lead gathers relevant documentation and records expense in their accounting system
4. Consortia Lead submits Reimbursement Request Form
 - a. Representative from Consortia Lead agency submits reimbursement claim to Regional Coordinator 15 business days prior to the First 5 California deadline
 - b. Regional Coordinator submits reimbursement claim to Fiscal Lead business staff
5. Fiscal Lead staff reviews reimbursement claim
 - a. Business staff reviews reimbursement claim against approved budget and approved agreement
 - b. Business staff approves/denies reimbursement form and notifies Consortia Lead within 10 business days
6. Fiscal Lead compiles reimbursement claims for F5CA
 - a. Business staff collects and compiles submitted claims from all Consortia Leads
 - b. Regional Coordinator reviews compiled information
7. Fiscal Lead submits reimbursement claim to F5CA
 - a. Fiscal Lead completes required F5CA reimbursement forms
 - b. Regional Coordinator submits reimbursement claim to First 5 California for reimbursement
 - c. F5CA notifies Fiscal Lead of reimbursement approval
8. Fiscal Lead releases payment to Consortia Lead
 - a. Business staff processes claim for payment
 - b. Business staff sends Regional Coordinator and Consortia Lead(s) progress report from the Fiscal Lead's accounting system detailing the breakdown of year to date actual expenses

Fiscal Reimbursement Process (Visual)



(Continued on next page)

**AMENDMENT II TO PARTNERSHIP AGREEMENT
REGARDING FIRST 5 IMPACT HUB (REGION 5)**

That certain Agreement, identified as PARTNERSHIP AGREEMENT REGARDING FIRST 5 IMPACT HUB (REGION 5) (the "Agreement") entered into effective July 1, 2016, by and between the CHILDREN AND FAMILIES COMMISSION OF FRESNO COUNTY, a legal public agency established in accordance with the California Children and Families Act of 1998 (hereinafter "COMMISSION"), and "the Region 5 Hub".

WHEREAS, an Amendment to Agreement is necessary to provide for changes.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree to amend that the existing initial section within the Agreement be replaced with the "Revised initial section", attached hereto and incorporated herein by reference as follows:

THIS PARTNERSHIP AGREEMENT (this "Agreement") is made and entered into this 1st day of July, 2017 to be effective on July 1, 2016 (the "Effective Date") by and between: (i) the CHILDREN AND FAMILIES COMMISSION OF FRESNO COUNTY, a California public agency ("First 5 Fresno"); (ii) the KERN COUNTY CHILDREN AND FAMILIES COMMISSION, a California public agency ("First 5 Kern County"); (iii) the CHILDREN AND FAMILIES COMMISSION OF KINGS COUNTY, a California public agency ("First 5 Kings County"); (iv) the MADERA COUNTY CHILDREN AND FAMILIES COMMISSION, a California public agency ("First 5 Madera"); (v) FIRST 5 MERCED COUNTY, an agency of the County of Merced ("First 5 Merced"); (vi) MERCED COUNTY OFFICE OF EDUCATION, a California public agency ("MCOE"); (vii) TULARE COUNTY OFFICE OF EDUCATION, a California public agency ("TCOE"); (viii) MADERA COUNTY SUPERINTENDENT OF SCHOOLS, a California public agency ("MCSOS"); (ix) FRESNO COUNTY SUPERINTENDENT OF SCHOOLS, a California public agency ("FCSS"); and (x) KINGS COUNTY OFFICE OF EDUCATION, a California public agency ("KCOE"). First 5 Fresno, First 5 Kern County, First 5 Kings County, First 5 Madera, First 5 Merced, MCOE, TCOE, MCSOS, FCSS, and KCOE are sometimes referred to herein collectively as the "Parties" or as "the Region 5 Hub."

Kings County Office of Education: Todd Barlow
County Superintendent of Schools 1144 W
Lacey Blvd
Hanford, California 93230

It is the intent of the parties that this Amendment II to the Agreement shall become effective retroactively to July 1, 2016, the start date of the Agreement and that all other provisions of the Agreement remain unchanged.

REVIEWED AND RECOMMENDED FOR APPROVAL:

CHILDREN AND FAMILIES COMMISSION OF
FRESNO COUNTY

Dated: 2/10, 2020

By: 
Fabiola González, Interim Executive Director

(signatures continued on following page)

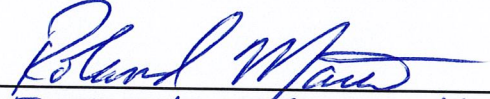
KINGS COUNTY OFFICE OF EDUCATION, a
California public agency

By: Talal Bahlou
Its: SUPERINTENDENT

Dated: 8/30, 2019

(signatures continued on following page)

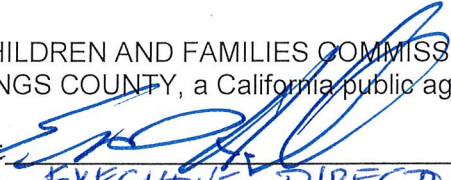
KERN COUNTY CHILDREN AND FAMILIES
COMMISSION, a California public agency

By: 
Its: EXECUTIVE DIRECTOR, KERN

Dated: _____, 2019
January 3, 2020

(signatures continued on following page)

CHILDREN AND FAMILIES COMMISSION OF
KINGS COUNTY, a California public agency

By: 
Its: EXECUTIVE DIRECTOR

Dated: 12/3, 2019

(signatures continued on following page)

MADERA COUNTY CHILDREN AND
FAMILIES COMMISSION, a California Public
Agency




By: _____
Its: _____

Dated: _____, 2019

(signatures continued on following page)

FIRST 5 MERCED COUNTY, an agency of the
County of Merced

Dated: 10/10, 2019

By: 
Its: _____

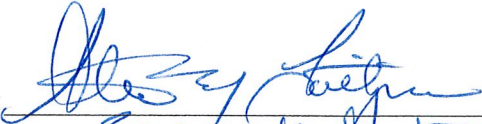
APPROVED AS TO LEGAL FORM
JAMES N. FINCHER
MERCED COUNTY COUNSEL

BY: 
Forrest W. Hansen

(signatures continued on following page)

MERCED COUNTY OFFICE OF EDUCATION,
a California public agency

Dated: _____, 2019

By: 
Its: Superintendent

(signatures continued on following page)

MADERA COUNTY SUPERINTENDENT OF
SCHOOLS, a California public agency

Dated: _____, 2019

By: Cecilia A. Snaveth
Its: _____

(signatures continued on following page)

TULARE COUNTY OFFICE OF EDUCATION,
a California Public agency

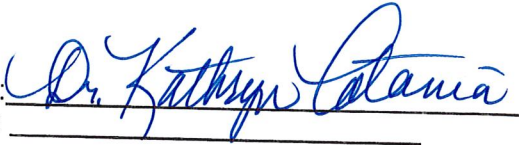
Dated: 10/4, 2019

By: 
Its: _____

(signatures continued on following page)

FRESNO COUNTY SUPERINTENDENT OF
SCHOOLS, a California Public agency

Dated: 10/17, 2019

By: 
Its: _____

Dr. Kathryn Catania, Deputy Superintendent

**AMENDMENT III TO THE PARTNERSHIP AGREEMENT
REGARDING FIRST 5 IMPACT HUB (REGION 5)**

THIS AMENDMENT III TO THE PARTNERSHIP AGREEMENT REGARDING FIRST 5 IMPACT HUB (REGION 5) (the "Amendment") is made and entered into this 21 of August, 2020 by and between (i) the CHILDREN AND FAMILIES COMMISSION OF FRESNO COUNTY, a legal public agency established in accordance with the California Children and Families Act of 1998 (hereinafter "COMMISSION"); (ii) the Kern County Children and Families Commission, a California public agency ("First 5 Kern County"); (iii) the CHILDREN AND FAMILIES COMMISSION OF KINGS COUNTY, a California public agency ("First 5 Kings County"); (iv) the MADERA COUNTY CHILDREN AND FAMILIES COMMISSION, a California public agency ("First 5 Madera"); (v) FIRST 5 MERCED COUNTY, an agency of the County of Merced ("First 5 Merced"); (vi) MERCED COUNTY OFFICE OF EDUCATION, a California public agency ("MCOE"); (vii) TULARE COUNTY OFFICE OF EDUCATION, a California public agency ("TCOE"); (viii) the MADERA COUNTY SUPERINTENDENT OF SCHOOLS, a California public agency ("MCSOS"); (ix) the FRESNO COUNTY SUPERINTENDENT OF SCHOOLS, a California Public agency ("FCSS"); and (x) the KINGS COUNTY OFFICE OF EDUCATION, a California public agency ("KCOE"). First 5 Fresno, First 5 Kern County, First 5 Kings County, First 5 Madera, First 5 Merced, MCOE, TCOE, MCSOS, FCSS, and KCOE are sometimes referred to herein collectively as the "Parties" or as "the Region 5 Hub."

WHEREAS, the Region 5 Hub entered into that certain Partnership Agreement Regarding First 5 Impact HUB (Region 5) on or about July 1, 2016 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to extend the Term as provided herein.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

1. Term. This Amendment is made effective as of July 1, 2020 (the "Effective Date"). Notwithstanding anything in the Agreement to the contrary, the original term of the Agreement is extended until June 30, 2021, unless terminated earlier under the Agreement (the "Term").
2. Controlling Document; No Other Amendment. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. Except as amended by this Amendment, all terms of the Agreement shall remain in full force and effect.
3. Binding Effect. The Agreement, as amended by this Amendment, is binding upon, and inures to the benefit of, the respective heirs, executors, administrators, successors, and assigns of the Parties.
4. Headings and Construction. The subject headings of the sections and paragraphs of this Amendment are included for purposes of convenience only and do not affect the construction or interpretation of any of its provisions. All words used in this Amendment include the plural as well as the singular number, and vice versa; words used in this Amendment in the present tense include the future as well as the present; and words used in this Amendment in the masculine gender include the feminine and neuter genders, whenever the context so requires. No provision of this Amendment will be interpreted for or against a Party because that Party or its legal

- representative drafted the provision, and this Amendment will be construed as if jointly prepared by the Parties.
5. Counterparts. This Amendment may be signed by the Parties in different counterparts and the signature pages combined to create one document binding on all Parties.
 6. Signature Authority. Each Party represents that it has capacity, full power, and authority to enter into this Amendment and perform under modified terms of the Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Amendment.
 7. Electronic Signatures. Each Party acknowledges and agrees that this Amendment may also be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, or an "e-signed" document (e.g. DocuSign).

REVIEWED AND RECOMMENDED FOR APPROVAL:

CHILDREN AND FAMILIES COMMISSION OF
FRESNO COUNTY

Dated: _____, 2020

By: _____
Fabiola González, Executive Director

(signatures continued on following page)

KINGS COUNTY OFFICE OF EDUCATION, a
California public agency

Dated: _____, 2020

By: _____
Its: _____

(signatures continued on following page)

KERN COUNTY CHILDREN AND FAMILIES
COMMISSION, a California public agency

Dated: _____, 2020

By: _____
Its: _____

(signatures continued on following page)

First 5 Kings County is an agency of the County of Kings and “the CHILDREN AND FAMILIES COMMISSION OF KINGS COUNTY, a public agency (“First 5 Kings County”)” is replaced with COUNTY OF KINGS, a political subdivision of the State of California.

COUNTY OF KINGS

REVIEWED AND RECOMMENDED
FOR APPROVAL:

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

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

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel

(signatures continued on following page)

MADERA COUNTY CHILDREN AND
FAMILIES COMMISSION, a California Public
Agency

Dated: _____, 2020

By: _____
Its: _____

(signatures continued on following page)

FIRST 5 MERCED COUNTY, an agency of the
County of Merced

By: _____
Its: _____

Dated: _____, 2020

(signatures continued on following page)

MERCED COUNTY OFFICE OF EDUCATION,
a California public agency

Dated: _____, 2020

By: _____

Its: _____

(signatures continued on following page)

MADERA COUNTY SUPERINTENDENT OF
SCHOOLS, a California public agency

Dated: _____, 2020

By: _____
Its: _____

(signatures continued on following page)

TULARE COUNTY OFFICE OF EDUCATION,
a California Public agency

Dated: _____, 2020

By: _____
Its: _____

(signatures continued on following page)

FRESNO COUNTY SUPERINTENDENT OF
SCHOOLS, a California Public agency

Dated: _____, 2020

By: _____
Its: _____



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

Date of Meeting: October 6, 2020

2020-10-075

Legal Services RFQ



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

Date of Meeting: October 6, 2020
Agenda Item: 2020-10-075
Agenda Item Type: Action Item

AGENDA ITEM: Legal Services Request for Proposal/Quotation

A. Background/History:

The Kings County Children and Families Commission (First 5 Kings) was established in 1998 when California voters passed Proposition 10, codified under Health and Safety Code Section 130100-130155. Pursuant to statute, the Commission was created as a legal public entity separate from the county (H&S § 130140.1 (a)(1)); however, in 2014, First 5 Kings became a county department under Kings County Department of Public Health (KCDPH). This transition provided the Commission with independent authority over the strategic plan and the local trust fund (H&S § 130140.1 (a)(2)).

At the August 4, 2020 Commission meeting, Commission staff presented a draft Resolution to submit to the Kings County Board of Supervisors, to authorize the Commission the ability to enter into legal contracts. Following discussion, Staff were directed to bring back information on a Request for Proposal (RFP) for Legal Services to present to the Commission.

Staff obtained a sample RFP from Kings County Association of Governments and Kings County Area Public Transit Agency, as well as a sample Request for Quotations (RFQ) from First 5 Fresno to secure Legal Services.

Commission staff put together and published the RFQ. No action has been taken on the proposals received.

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

Staff is requesting the Commission continue to discuss seeking alternate legal representation for the Commission. Staff also request that the Commission provide Staff with direction on how to proceed on this matter.

C. Timeframe:

N/A

D. Costs:

The Commission has already approved the budget for legal services for FY 20-21 in the amount of \$5,000. Said amount was estimated based on prior year's costs.

E. Staff Recommendation:

Staff is requesting the Commission continue to discuss seeking alternate legal representation for the Commission. Staff also request that the Commission provide Staff with direction on how to proceed on this matter.

F. Attachments:

- RFQ packet for KCCFC Legal Services

REQUEST FOR QUOTATIONS for LEGAL SERVICES

The Kings County Children & Families Commission (KCCFC or the Commission) is looking for attorney services as they relate to advising the Commission, attending Commission meetings on the first Tuesday of even months at 3:00 p.m., and providing legal advice to First 5 Kings County staff and the Commission.

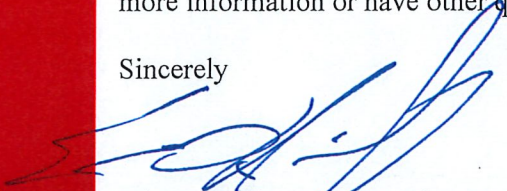
We request your firm, if interested in responding, provide us with the following detail no later than 5:00 p.m., Friday, September 11, 2020, via mail, email or hand delivery to:

Clarissa Ravelo, First 5 Program Officer
330 Campus Drive
Hanford, CA 93230
Email: Clarissa.Ravelo@co.kings.ca.us

- 1) The evaluation of responses shall be the responsibility of the Executive Director of First 5 Kings County. Please include a brief summary of your firm's unique qualifications & experience and proposed scope of services. The proposal shall be signed by a person within your firm who has the authority to enter into agreements that bind your firm.
- 2) Specify and place a dollar figure on all fees, including administrative, your firm charges related to attorney and other services we may incur in an agreement for professional services. All services must be quoted at an hourly rate.
- 3) Travel charges shall also be listed. The Commission meets on the first Tuesday of even months. At the meeting on October 6, recommendation for attorney services shall be on the agenda and the recommended awardee will be present. If selected, you will be given as much notice as possible in order to prepare for this meeting.
- 4) Attached is an example of the Professional Services Agreement for review. The recommended firm shall be required to enter into the agreement with KCCFC. Any exceptions with the agreement must be made at least 5 working days prior to the RFP due date of September 11th, so please review immediately.
- 5) No proposer shall cause or influence, or attempt to cause of influence, any First 5 Kings County employee or Commissioner to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.

We apologize for the lack of formality in this RFP, but we are on a tight time line and I sincerely appreciate your time and the resources required to put this together in such short notice. Please let the Program Officer Clarissa Ravelo, know directly should you need more information or have other questions/concerns.

Sincerely



Edward Hill, Executive Director
First 5 Kings County

Kings County Children & Families Commissioners

Dr. Lisa Lewis,
Kings County Behavioral Health,
Director

Sanja Bugay,
Kings County Health & Human
Services, Director

Joe Neves,
Kings County Board of Supervisors

Milton Teske, M.D.,
Department of Public Health
Health Officer

Todd Barlow,
Educator

Staff

Edward Hill,
Executive Director

Clarissa Ravelo,
Program Officer

www.First5kc.org

KINGS COUNTY CHILDREN & FAMILIES COMMISSION (KCCFC)

Background

First 5 California, established through a voter approved initiative in 1998, was created to oversee the expenditure of tobacco tax revenues to support, promote, and optimize early childhood development through coordinated programs that emphasize child health, parent education, child care, and other services and programs for children prenatal through age five.

The Kings County Children & Families Commission (KCCFC) was established in 1998, in accordance with Proposition 10. This Commission, also known as the First 5 Commission or First 5 Kings County serves to administer programs authorized by the California Children and Families Act of 1998.

Purpose

In 2014, the First 5 Kings County program started operating as a division under the Kings County Department of Public Health. First 5 Kings County is the county agency established to administer Proposition 10 tobacco tax funds under California Health and Safety Code, section 130105, subdivision d(2)(A).

Funding

KCCFC receives Proposition 10 funding, which is expected to focus specifically on children 0-5 and their families. Local Commissions create a Strategic Plan and Financial Plan that outlines the areas of focus to be addressed and how the funding should be spent. KCCFC occasionally applies for grants and other federal/state funding, often times as part of a collaborative within the county.

First 5 Staff

First 5 Staff consist of an Executive Director, a Program Officer and a Resource Specialist. The Executive Director oversees the program, with the Program Officer in charge of staff and providing direction in response to policy decisions of the Commission and direction from the Executive Director.

Other Information

Commission Meeting Dates – 1st Tuesday of even months, 3-5pm; meetings are normally at the Kings County Board of Supervisors Chambers; however, during current health precautions, meetings are held virtually.

Office Location & Mailing Address

First 5 Kings County
330 Campus Drive
Hanford, CA 93230

Contact Numbers:

Phone Number: 559-585-0814
Fax Number: 559-585-0818

KINGS COUNTY CHILDREN & FAMILIES COMMISSION

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2020, by and between the Kings County Children & Families Commission, (hereinafter "KCCFC") and _____, (hereinafter "Contractor").

RECITALS

WHEREAS, KCCFC requires services related to Legal Services; and

WHEREAS, Contractor is qualified to perform such services.

NOW, THEREFORE, KCCFC and Contractor mutually agree as follows:

1. SCOPE OF SERVICES

KCCFC hereby engages Contractor, and Contractor agrees to perform the services described in the response to Request for Proposal "Legal Services" attached as Exhibit A.

2. COMPENSATION

A. Hourly compensation and expense reimbursements proposed in Exhibit A attached;
Attorney rate of \$xxx/hourly
Paraprofessional rate of \$xxx/hourly
All other services not listed in Exhibit A are subject to agreement by both parties prior to commencement and/or billing.

B. Consultant shall not be entitled to nor receive from KCCFC any additional consideration, compensation or other remuneration for services rendered under this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of KCCFC's representative, KCCFC shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in paragraph 2. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. CLOSING OUT

Contractor is responsible for KCCFC's receipt of a final claim for payment no later than 60 days after expiration of this Agreement. KCCFC shall promptly pay Contractor's final claim for payment providing Contractor has provided all obligations undertaken pursuant to this Agreement. If Contractor has failed to perform all such outstanding obligations, KCCFC shall withhold from Contractor's final claim for payment the amount of such services owed by Contractor.

5. TIME

Time for performance of this Agreement is of the essence.

6. TIME OF PERFORMANCE

A. This Agreement is for the period ending June 30, 2021, with the option, upon mutual agreement, to extend for four (4) additional one (1) year periods.

B. Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance, a Signing Authority Form, By-Laws, Business and Professional Licenses/Certificates, Verification of Non-Profit status, IRS ID number or other applicable licenses or certificates, as required, are on file with KCCFC.

7. MODIFICATION AND TERMINATION

This Agreement may be modified only by a written amendment signed by the parties.

This Agreement may be terminated by KCCFC or Contractor, at any time, with good cause, upon 30 days written notice to the other party.

Following termination, Contractor shall be reimbursed for all expenditures made in good faith that are due and unpaid at the time of termination not to exceed the maximum amount payable under this Agreement.

8. WARRANTY

KCCFC relies upon Contractor's professional ability and training as a material inducement to enter into this Agreement. Contractor warrants that it will perform its work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. KCCFC's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

Contractor further warrants that it possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, or permits, required to perform the work under this Agreement.

9. STANDARD OF PERFORMANCE

Contractor warrants that it will, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform to KCCFC's reasonable satisfaction.

10. DEFAULT

A. If Contractor defaults in its performance, KCCFC shall promptly notify Contractor in writing. If Contractor fails to cure a default within 10 days after notification or if the default requires more than 10 days to cure and Contractor fails to commence to cure the default within 10 days after notification, then Contractor's failure shall terminate this Agreement.

B. Alternatively, KCCFC may elect to cure the default and any expense incurred shall be payable by Contractor to KCCFC.

C. If this Agreement is terminated because of Contractor's default, KCCFC shall be entitled to recover from Contractor all damages allowed by law.

11. INSURANCE

A. Without limiting Contractor's obligation to indemnify KCCFC, Contractor shall maintain the following insurance during the term of this Agreement:

1. Comprehensive general liability insurance written on an occurrence basis for all activities of Contractor and its subcontractors arising out of or in connection with this Agreement, written on a Comprehensive General Liability form including, but not limited to, premises and operations, independent contractor, products and completed operations, professional liability, contractual liability and personal injury, in an amount no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate.

2. Comprehensive automobile liability insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with this Agreement, including coverage for hired and non-owned vehicles, in an amount no less than five hundred thousand dollars (\$500,000) per person, one million dollars (\$1,000,000) per accident and for property damages not less than one hundred thousand dollars (\$100,000), or such coverage with a combined single limit of one million dollars (\$1,000,000).

3. As required by the Labor Code of the State of California, Worker's Compensation insurance, for Contractor and employees of Contractor. All Worker's Compensation policies shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior notice to the Kings County Children & Families Commission in writing."

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

B. Each required comprehensive general liability policy shall be endorsed with the following specific language:

1. The Kings County Children & Families Commission, its officers, agents and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies have been issued to each insured.

3. The insurance provided herein is primary and no insurance held or owned by the Kings County Children & Families Commission shall be called upon to contribute to a loss.

4. The coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice to the Kings County Children & Families Commission.

C. This Agreement shall be of no force or effect until Contractor provides proof of appropriate insurance to KCCFC.

12. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of, the Kings County Children & Families Commission, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's negligent acts, errors or omissions or other wrongful conduct in its operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the active negligence or willful misconduct of the Kings County Children & Families Commission. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Agreement does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless of whether any insurance is applicable or not.

13. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of KCCFC. The parties mutually understand that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against KCCFC for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold KCCFC harmless from any liability which KCCFC may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of KCCFC except as to the final result contracted for under this Agreement. KCCFC may not require Contractor to change its manner of doing business, but may require redirection of efforts to fulfill this Agreement.

F. Contractor may provide services to others during the same period Contractor provides service to KCCFC under this Agreement, provided other work does not create a conflict of interest in representing KCCFC, unless such conflict is disclosed.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold KCCFC harmless from any claims that may be made against KCCFC based on any contention by a third party that an employer-employee relationship exists under this Agreement.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

14. RESPONSIBILITIES OF CONTRACTOR

A. Contractor possesses the requisite skills necessary to perform the work under this Agreement and KCCFC relies upon such skills. Contractor pledges to perform its work skillfully and professionally. KCCFC's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

B. Contractor verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in its professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Agreement.

C. To fully comply with the terms and conditions of this Agreement, Contractor shall:

1. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Agreement, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Agreement.

2. Submit monthly cost reimbursement claims. Documented verification of actual expenditures must support each claim. Reimbursement shall only be for expenditures that directly benefit KCCFC.

3. Retain financial, programmatic, client data and other service records for three years from the date of the end of the contract award or for three years from the date of termination.

15. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

16. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Agreement.

C. Contractor shall promptly transmit to KCCFC all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Agreement or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from KCCFC.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph.

F. Contractor warrants that it is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. KCCFC and Contractor shall maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Agreement, and then only to those persons having responsibilities under this Agreement, including those furnishing services under Contractor through subcontracts.

17. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

Contractor has an affirmative duty to disclose to KCCFC in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

18. DRUG FREE WORKPLACE

Contractor warrants that it is knowledgeable of Government Code section 8350 et seq. regarding a drug free workplace and shall abide by and implement its statutory requirements.

19. HEALTH AND SAFETY STANDARDS

A. Contractor shall abide by all health and safety standards set forth by the State of California and/or KCCFC pursuant to the Injury and Illness Prevention Program.

B. Contractor acknowledges receipt of all health and safety information and training.

20. INSPECTION

Authorized representatives of KCCFC, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Agreement.

21. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

22. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Agreement are deemed to be personal services.

B. Contractor shall not subcontract any work under this Agreement nor assign this Agreement or monies due without the prior written consent of the KCCFC Executive Director subject to any required state or federal approval.

C. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

23. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to KCCFC of the cause of the delay within ten days of the start of the delay.

24. OWNERSHIP OF DOCUMENTS

A. KCCFC shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by KCCFC or upon completion of the work pursuant to this Agreement. KCCFC's reuse of any such materials on any project other than the project for which they were originally intended shall be at KCCFC's sole risk.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

25. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

KCCFC:
Kings County Children & Families Commission
330 Campus Drive
Hanford, CA 93230

CONTRACTOR:
Name
Address

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

26. NONRENEWAL

Contractor acknowledges that there is no guarantee that KCCFC will renew Contractor's services under a new agreement following expiration or termination of this Agreement. Contractor waives all rights to notice of non-renewal of Contractor's services.

27. CHANGES AND AMENDMENTS

A. KCCFC may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Agreement. Amendments that are not State approved vendor agreement amendments shall be submitted to the State for prior approval at least thirty days before the effective date of any proposed changes governing compensation, services or term.

B. The party desiring the revision shall request amendments to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual agreement in writing. All amendment requests shall be submitted in writing to KCCFC.

C. No verbal agreements or conversations prior to execution of this Agreement or requested Amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Agreement.

28. CHOICE OF LAW

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

29. ENTIRE AGREEMENT

This Agreement, including any exhibits referenced herein, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by KCCFC or Contractor other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

Kings County Children & Families Commission CONTRACTOR

By _____
Chairman, KCCFC Commission

By _____
Authorized Agent of

EXHIBIT A

Proposal for Legal Services



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

Date of Meeting: October 6, 2020

2020-10-076

**Special Meeting for Audit &
Annual Report**



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

Date of Meeting: October 6, 2020
Agenda Item Number: 2020-10-076
Agenda Item Type: Action

AGENDA ITEM: Special Meeting regarding 2019-2020 First 5 Kings County Annual Audit & Report

A. Background/History:

The California Children and Families First Act of 1998/Proposition 10 requires that, “On or before October 15 of each year, each county commission shall conduct an audit of, and issue a written report on the implementation and performance of their respective functions during the preceding fiscal year, including at a minimum, the manner in which funds were expended, the progress toward, and the achievement of program goals and objectives, and the measurement of specific outcomes through appropriate reliable indicators”.

Proposition 10 legislation also requires that the FY 2019-2020 Annual Report be submitted by October 30, 2020, and the FY 2019-2020 Audit Report be transmitted to the First 5 California, and the State Controller’s Office by November 1st of each year, and that the reports be made available to the general public on request at no cost.

Commission Staff submitted to an external audit by Hudson, Henderson & Company, Certified Public Accountants beginning August 24, 2020. Staff were advised that due to the implementation of the new accounting software utilized by Kings County, as well as the pandemic, that they will not have the Final Audit Report ready in time for the regularly scheduled Commission meeting on October 6, 2020; however, were striving to complete the report in time for the November 1st deadline.

Results from the Audit are also incorporated into the Annual Report that is due for submission to First 5 California by October 30, 2020. Staff have already gathered all of the demographic and service delivery data required for the Annual Report, and are just waiting for the Audit Report to finalize the information needed to complete the Annual Report.

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

Commission staff is requesting the Commission discuss and approve scheduling a Special Commission Meeting during the last week of October, in anticipation of receipt of the Final Audit Report. The Special Commission Meeting will be held to present the Final Audit Report and Annual Report, for final submission to First 5 California and the State Controller’s Office.

In the event that the Final Audit Report is not completed in time for the scheduled Special Commission Meeting, the Special Commission Meeting will be cancelled. Staff will also request an extension from First 5 California and the State Controller’s Office, and another Special Meeting will be scheduled in the future, shortly after receiving the Final Audit report.

C. Timeframe:

N/A

D. Costs:

There are no additional costs associated with this agenda item.

E. Staff Recommendation:

Commission staff is requesting the Commission discuss and approve scheduling a Special Commission Meeting during the last week of October, in anticipation of receipt of the Final Audit Report. The Special Commission Meeting will be held to present the Final Audit Report and Annual Report, for final submission to First 5 California and the State Controller's Office.



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

Date of Meeting: October 6, 2020

Study Session

Staff Report

August-September 2020



Staff Report August - September 2020

Program Officer Report

- **Administrative Activities**
 - Annual Report Data System, FY 2019-20 presentation – 8/24/2020
 - First 5 Audit – 8/24-8/28/2020
 - Persimmony Demo with Grantees – 9/25/2020
 - Status of Recruitment for Family Resource Specialist
 - F5CA Family Book Distribution project
- **Meetings and Conferences:**
 - Virtual Maternal Resource Fair for military families – 08/19/2020
 - First 5 State Commission Meeting – via Zoom – 08/19/2020
 - First 5 Association Network Call – via Zoom – 8/25/2020
 - Regional IMPACT Hub Meeting – via Zoom – 9/3/2020
 - First 5 Association Network Call – via Zoom – 9/22/2020
 - ACEs Taskforce Meeting – 10/2/2020

School Readiness

- **School Transition Teams: Jefferson, Hamilton, Monroe, Washington, Roosevelt, Armona, Kit Carson, Lakeside, Avenal, Tamarack, Kettleman City, Lemoore, Cinnamon, Meadow Lane, Engvall and Island Elementary**

L2L school update: The above-mentioned school sites received additional items to provide to students to ensure that they had materials to use for Distance Learning. First 5 staff will be communicating with the participating schools regarding plans for the Spring activities for incoming Kindergarten students and their parents.

- **Backpacks:** First 5 has distributed 1361 backpacks to 23 school sites.