

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 5, 2021 3:00 PM Kings County Department of Public Health 330 Campus Drive 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 Kings County Department of Public Health 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 Kings County Department of Public Health. 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 Kings County Department of Public Health, 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 Kings County Department of Public Health, 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 GoTo Meeting 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://global.gotomeeting.com/join/968140045

- You may also participate from your smart phone by downloading the GoTo Meeting app to your smartphone.
 After opening the app, click on Join Meeting, and then enter the meeting information. The Access Code is 968-140-045.
- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling (872) 240-3311, then enter the access code of 968-140-045.
- 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 <u>Clarissa.Ravelo@co.kings.ca.us</u>. To submit such comments by U.S. Mail, please forward them to:

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

1

Call to Order & Welcome

Commissioners Roll Call

P. 004 2021-10-098 Resolution & Findings related to AB361 (Public Meeting Protocol in Response to COVID-19 Pandemic

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. 011 2021-10-099 Approval of Minutes: June 21, 2021 Commission Meeting P. 019 FY 2020-2021 Final Fiscal Report

Action Items

- P. 022 2021-10-100 Amendment IV to partnership Agreement Region 5 IMPACT Hub: Commission to review, discuss, and consider approving the Agreement Amendment with First 5 Fresno, and authorize the Executive Director or their designee to sign the Agreement Amendment as an authorized representative of the Commission.
- P. 036 **2021-10-101 Designee in the absence of the First 5 Kings County Executive Director:** Commission to review, discuss and consider authorizing the Executive Director to appoint a designee to fulfill their roles and responsibilities in their absence.

Informational Agenda Items

- P. 046 June 2021 Projections Proposition 10 Revenue: Commission to review and discuss the potential impact of the flavored tobacco ban on revenues and future First 5-funded projects.
- P. 053 Final Quarter Grantee Achievement Report: Commission to review and discuss the progress of funded projects for FY 20/21.

P. 056 Staff Report: June - September 2021

Future Agenda Items

November 2021 Special Meeting

- FY 20/21 Audit
- FY 20/21 Annual Report

December 2021

- Minutes from October 5, 2021 Commission Meeting
- October 2021 Fiscal Report
- FY 20/21 Audit (if November Special Meeting does not occur)
- FY 20/21 Annual Report (if November Special Meeting does not occur)
- Spotlight on Service: Kings United Way
- Staff Report: October-November 2021

Commissioner Comments

Review Next Meeting Date & Adjournment

- November Special Meeting TBD
- December 7, 2021 at 3:00 PM

Public Comment is Taken on Each Agenda Item Please note that the order in which the agenda items are considered may be subject to change.

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



Date of Meeting: October 5, 2021

2021-10-098

Resolution & Findings Related to AB 361 (Public Meeting Protocol in Response to COVID-19 Pandemic)



Date of Meeting: Agenda Item: Agenda Item Type: October 5, 2021 2021-10-098 Action Item

AGENDA ITEM: Resolution & Findings in relation to AB 361 (Public Meeting Protocol in Response to a Pandemic)

A. Background/History:

Governor Newsom's Executive Order No. N-29-20, which allows some or all Commissioners/Committee Members to participate in a public meeting via teleconference (phone or video) expired on September 30, 2021.

On September 15, 2021 AB 361 was passed which includes the following:

Through December 31, 2023, AB 361 allows local agencies to continue to use COVID-19-era teleconferencing notice and meeting procedures as long as one of the following specific types of emergency exists:

A. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

B. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

C. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The local agency board must make specific findings every 30 days during the emergency when telephonic or virtual meetings are required. <u>The state of emergency in California still exists at least until the end of the year</u>, so these findings must be made every 30 days after September 30, 2021 when the Executive Order expires:

- A. The legislative body has reconsidered the circumstances of the state of emergency.
- B. Any of the following circumstances exist:
 - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

The new law also prohibits local agencies from requiring public comments to be submitted prior to the meeting without *also* allowing real-time comment opportunities during the meeting. In addition, the new law allows third-party internet websites to collect names and other information from the public in order to participate in the meeting, but local agencies themselves are still prohibited from requiring the same information to participate. Finally, if there is an internet or telephonic service disruption that prevents the agency from broadcasting the meeting, the agency may take no action until the broadcast is restored. Normal posting timelines for agendas still apply, as well as the roll-call vote requirement.

The County Public Health Officer, Dr. Milton Teske has also released a statement recommending that all county public meetings be allowed to continue to operate and carry on their business in the same manner as they are currently doing in response to COVID-19, including the option to meet remotely.

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

The Commission must make certain findings in order to continue holding virtual meetings in light of the continued pandemic. Adopting the resolution presented, and making the required findings will allow Commissioners, staff and the public to continue to participate virtually in the Commission meetings, while taking safety precautions to ensure that no one's health is put at risk.

C. Timeframe:

This item will be included in every Regular Commission Meeting agenda moving forward as long as the Commission believes we meet the requirements of the law.

D. Costs:

There are no known additional costs associated with this item.

E. Staff Recommendation:

Commission staff respectfully request that the Commission receive the filed report on this matter, review, discuss, adopt the recommended resolution and make necessary findings to conduct the meeting virtually.

F. Attachments:

- Local Health Officer Recommendation in response to AB 361, issued September 22, 2021
- Draft Resolution in relation to AB 361



Edward D. Hill Director



To promote and protect the health and well-being of Kings County residents through education, prevention, and intervention.

Recommendation Regarding Continued Remote Public Meetings of Governmental Entities Issued: September 22, 2021

The purpose of this recommendation is to allow all county public meetings to continue to operate and carry on their business in the same manner as they are currently doing in response to the COVID-19 pandemic.

Considering the continued state of emergency related to COVID-19 as declared by the governor, the County Public Health Officer recommends that public bodies retain the option to meet remotely, to the extent possible, specifically including use of newly enacted AB 361 to maintain remote meetings under the Ralph M. Brown Act and similar laws.

Among other reasons, this recommendation is made due to the continued threat of COVID-19 to the community, the unique characteristics of public governmental meetings (such as the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public governmental meetings, and the challenges with continued safety recommendations at such meetings), and the continued increased safety protection that social distancing provides as one means by which to reduce the risk of COVID-19 transmission.

The Health Officer will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.

Milton Teske, MD Health Officer for Kings County

Resolution – Public Meeting Protocol in Response to a Pandemic

WHEREAS, Kings County Children & Families Commission (First 5 Kings), a California local governmental agency formed under the California Children and Families Act of 1998, conducts its meetings in accordance with the Ralph M. Brown Act (Brown Act) under Government Code section 54950 et seq.; and

WHEREAS, the Brown Act requires all public meetings of local agencies to be publicly noticed in locations where members of the local body will be participating, that such location be open and accessible to the public, and at least a quorum of the members of the legislative body must participate from locations within the boundaries of the territory over which the local body exercises jurisdiction; and

WHEREAS, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, temporarily suspending certain teleconference requirements imposed by the Brown Act; and

WHEREAS, the temporary suspension of Brown Act teleconferencing requirements expired on September 30, 2021 pursuant to the Governor's issuance of Executive Order N-08-21; and

WHEREAS, on September 15, 2021, the Governor signed into law Assembly Bill 361 (AB 361), effective immediately, authorizing a local agency to use teleconferencing without complying with the Brown Act teleconference requirements for public meetings during a proclaimed state of emergency, and such state of emergency still exists; and

WHEREAS, under AB 361, a local agency may hold a teleconferenced meeting during a proclaimed state of emergency when state or local officials have imposed or recommended measures to promote social distancing, or upon a determination, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, on September 22, 2021, the County's Public Health Officer, Dr. Milton Teske, issued a recommendation that all county public meetings be allowed to continue to operate and carry on their business in the same manner as they are currently doing, including the option to meet remotely, due to the increased safety protection that social distancing provides as a means to reduce the risk of COVID-19 transmission; and

WHEREAS, such findings must be made no later than 30 days after the first teleconferenced meeting pursuant to AB 361, and every 30 days thereafter, in order to continue to meet by teleconference under such abbreviated teleconferencing procedures.

NOW, THEREFORE, BE IT RESOLVED that the First 5 Kings County Commission find as follows:

1. The facts stated in the recitals above are true and correct and the Commission so finds, orders, and determines.

2. The Commission hereby resolves and determines that the proclaimed state of emergency continues to exist, and that state or local officials continue to impose or recommend measures to promote social distancing.

3. This resolution shall take effect immediately, and shall apply to meetings of the Commission and meetings of all standing committees of the Commission.

PASSED, APPROVED, AND ADOPTED this 5th day of October, 2021 by the following vote:

AYES: NAYS: ABSTAIN: ABSENT:

Todd Barlow, Commission Chair

Attest:

Clarissa Ravelo, Acting Secretary

Date: _____

* * * * * * * * * *

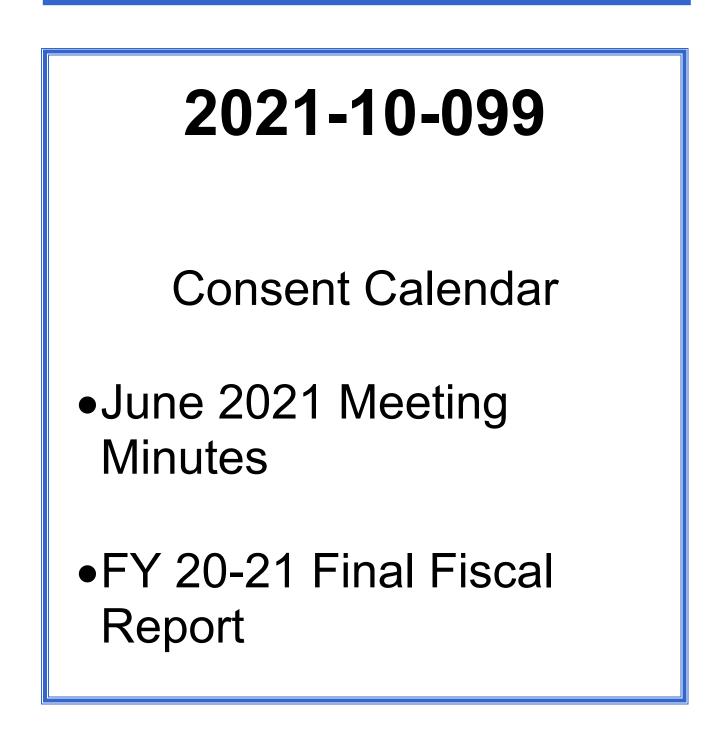
CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the FIRST 5 KINGS COUNTY COMMISSION, held on the 5th day of October, 2021.

Clarissa Ravelo, Acting Secretary



Date of Meeting: October 5, 2021





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Meeting Minutes

June 21, 2021 9:00 AM Kings County Department of Public Health 330 Campus Drive Hanford, CA 93230

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

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• Web Access: To access the meeting via computer, please go to

https://clarissaravelo.my.webex.com/clarissaravelo.my/j.php?MTID=m64234959c007e996aee073f30 6448403

- 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** 182 742 7971 and the **password is** JScKrBjP432.
- 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 57257257.
- 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 Meeting called to order at 9:07 AM.

Commissioners Roll Call

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

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.

No public comment was made.

Consent Calendar

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P. 005 2021-06-089 Approval of Minutes: April 6, 2021 Commission Meeting P. 012 April 2021 Fiscal Report

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

No discussion from the Commission occurred.

Action Items

P. 015 2021-06-090 Commission Meeting Schedule for FY 2021/2022: Commission to review, discuss and consider approving the FY 21/22 schedule and location

Program Officer Ravelo stated that the FY 21-22 schedule is being presented for the Commission's approval, in accordance with the bylaws. Ms. Ravelo indicated that the meetings are scheduled on the first Tuesday of even-numbered months and recommended that the Commission adopt the schedule as presented on the agenda.

No further discussion on this item occurred.

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

P. 018 2021-06-091 2020-2025 Strategic Plan Update: Commission to review, discuss and approve the 2020-2025 First 5 Kings County Strategic Plan update, for submission to First 5 California

According to Program Officer Ravelo, the Strategic Plan update has all of the elements that are required by Prop 10 Statutes. These elements include: Family Resource Centers, School Readiness, Elevating Early Care and Education and New Projects Initiatives. Ms. Ravelo requested that the Commission approve the Strategic Plan as submitted, and authorize staff to submit it to First 5 California.

No further discussion on this item occurred.

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

P. 065 **2021-06-092 Commission's Process to Become a Legal Entity Separate from the County:** Commission to receive staff update on the progress of the Commission becoming a legal separate entity, discuss possible options and direct staff to take actions as necessary.

Program Officer Ravelo stated that in the previous meeting, staff were directed to pursue the Ordinance change for the Commission to become a legal entity separate from the County. The change was introduced by the BOS during the meeting that was held on April 27, 2021. The second reading of the Ordinance occurred on May 11, 2021 and a summary was published in the Hanford Sentinel on May 19, 2021. The ordinance became effective on June 18, 2021.

Ms. Ravelo also presented the Memorandum of Understanding between the County and the Commission, for administrative services, that has already been reviewed by County Counsel, pending review by Risk Management staff. Staff requested Commission's approval to bring the MOU before the BOS.

County Counsel Carrie Woolley indicated that unless there are any changes by Risk Management staff, this matter could be placed on the BOS agenda. It would only come before the Commission again if there were substantive changes recommended by Risk Management.

Executive Director clarified that this item is requesting that the Commission receive and file the report, and direct staff to take it to the BOS. Mr. Hill also stated that the MOU is in line with other First 5's that are contracting with the County for administrative services & staffing.

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

P. 077 2021-06-093 2020-2022 L2L Kindergarten Readiness Activities Agreement:

Commission to review, discuss and authorize First 5 Kings County's Executive Director to sign the Kindergarten Readiness Activities Agreement as an authorized representative of the Commission.

Program Officer Ravelo discussed that the Commission previously voted to continue to support the Linkages 2 Learning school sites through June 2022. The matter is before the Commission to request that the Commission authorize the Executive Director to sign the L2L school agreements on behalf of the Commission.

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

No further discussion occurred on this item.

P. 080 **2021-06-094 Approval of Grantee Contracts for FY 2021-2025:** Commission to review, discuss, consider approving contracts for the following projects, and authorize First 5 Kings County's Executive Director to sign the agreements as an authorized representative of the Commission:

- Recreation Association of Corcoran Corcoran Family Resource Center
- United Cerebral Palsy Parent & Me
- United Cerebral Palsy Special Needs Project
- Kings Community Action Organization Kettleman City Family Resource Center

Ms. Ravelo stated that the current grantee contract extensions will expire on June 30, 2021. Commission staff have worked closely with the organizations mentioned above to make sure that the Scope of Work and budgets requested reflect the Commission's Strategic Plan update & 5-year Financial Plan. Staff respectfully request that the Commission authorize Edward Hill to sign the agreements on behalf of the Commission.

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

No further discussion ensued on this matter.

- P. 285 2021-06-095 Approval of Grantee Contracts for FY 2021-2025: Commission to review, discuss, consider approving contracts for the following projects, and authorize First 5 Kings County's Executive Director to sign the agreements as an authorized representative of the Commission:
 - Kings County Office of Education Kings County CARES About Quality
 - Kings County Office of Education Hanford Family Connection and Lemoore Family Connection

Program Officer Ravelo stated that the current grantee contract extensions will expire on June 30, 2021. This matter will authorize contracts between First 5 Kings County and Kings County Office of Education for the provision of services of the FRCs in Hanford and Lemoore, as well as the provision of Elevating Early Education & Care supportive services throughout the County. Commission staff have worked with KCOE to ensure that the Scope of Work and budgets requested reflect the Commission's Strategic Plan update and 5-year Financial Plan. Staff respectfully request that the Commission authorize Edward Hill to sign the agreements on behalf of the Commission.

Commissioner Barlow declared a conflict of interest, and logged off during the voting portion on this matter. No further discussion occurred on this matter.

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

P. 391 **2021-06-096 Approval of New Projects Initiative Contract RFP for FY 2021-2025**: Commission to review, discuss and consider approving the New Projects Initiative Contract RFP with Kings United Way, and authorize First 5 Kings County's Executive Director to sign the agreement as an authorized representative of the Commission.

Program Officer Ravelo stated that the current extension for the New Projects Initiative is expiring on June 30, 2021. An RFP for the Initiative was released, and Kings United Way submitted a proposal for the Kings County Referral Exchange System in conjunction with the Kings County ACEs Aware Network of Care project. Their goal is to increase the number of Medi-cal programs and organizations that are ACEs Aware, increase the number of screenings and improve the referral system in Kings County. Staff respectfully request that the Commission authorize Edward Hill to sign the agreement on behalf of the Commission.

No further discussion occurred on this matter.

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

P.415 2021-06-097 Approval of Evaluation Contract RFP for FY 2021-2025: Commission to review, discuss and consider approving the Evaluation Contract RFP with Evaluation, Management, and Training Associates, Inc., and authorize First 5 Kings County's Executive Director to sign the agreement as an authorized representative of the Commission.

Ms. Ravelo discussed how the current contract extension for the Evaluation Consultant contract is set to expire on June 30, 2021. An RFP was released, and from the submissions, the RFP Review Committee recommended that EMT be awarded the contract. Staff respectfully requested that the Commission authorize Edward Hill to sign the agreement on behalf of the Commission.

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

No further discussion ensued on this matter.

Informational Agenda Items

P. 431 **3rd Quarter Grantee Achievement Report:** Commission to review and discuss the progress of funded projects for FY 20/21.

Program Officer Ravelo discussed the 3rd Quarter Achievement Report and mentioned how the First 5 grantees continued to provide services and programming for the community, while the safety of community and staff members was taken into consideration. The grantees are on target to completing the goals/objectives of their Scope of Work.

No further discussion occurred on this matter.

P. 434 Staff Report: April and May 2021

Ms. Ravelo stated that the grantees have submitted their Scope of Work & Budget Modifications, and those have been processed. She also discussed the transition of the First 5 website to the County website. Staff were notified abut the increasing costs of the websites where it went from \$49/month to \$85-\$250/month. Commission staff collaborated with IT staff in regards to moving all information to the County website. The public can still access the website through the old web link. A decrease in software costs can be expected, as the Dreamweaver license won't have to be renewed, since the new Website does not require it. Ms. Ravelo also mentioned collaborative work to bring the Help Me Grow effort, as well as the recommendations for ARPA funding (Developmental Screenings, continuation of ACEs Aware effort & expansion of Home Visitation programs in Kings County).

Commissioner Bugay inquired about the expansion of Home Visitation, and was curious about identification of families that may be eligible for CalWORKs but weren't currently receiving the benefit, as there is particular HV funding for CalWORKs recipients. Ms. Ravelo stated that the Home Visitation Coordination project is working on that piece, and the HV staff include an assessment of the participant's financial situation, and if warranted, can assist the family in applying for CalWORKs benefits.

Future Agenda Items

August 2021

- Minutes from June 21, 2021 Commission Meeting
- June 2021 Fiscal Report
- Final Grantee Achievement Report
- Spotlight on Service: Kings United Way
- Staff Report June-July 2021

Commissioner Comments

No comments.

Review Next Meeting Date & Adjournment

• August 3, 2021 at 3:00 PM

Meeting was adjourned at 9:55 AM.

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 20/21 Final Fiscal Report Expenditures

SALARY SUMMARY	\$	197,535	\$	28.642	\$	86.779	\$	-	\$	115.421
SERVICES & SUPPLIES		Budget		Admin		Program	Ev	aluation		YTD
Communications 92006	\$	2,176	\$	1,474	\$	554	\$	31	\$	2,059
Office Equipment 92018	\$	2,600	\$	313	\$	243	\$	-	\$	557
Maintenance SIG 92021	\$	6,019	\$	1,159	\$	1,301	\$	77	\$	2,536
Memberships 92027	\$	4,000	\$	4,000	\$	-	\$	-	\$	4,000
Postage & Freight 92033	\$	297	\$	-	\$	79	\$	-	\$	79
Offset Printing 92035	\$	500	\$	359	\$	-	\$	-	\$	359
Computer Software 92036	\$	700	\$	-	\$	-	\$	-	\$	-
Legal Services 92038	\$	5,000	\$	6,243	\$	-	\$	-	\$	6,243
Community Outreach 92045	\$	1,500	\$	-	\$	308	\$	-	\$	308
Auditing & Accounting 92046	\$	6,560	\$	6,560	\$	-	\$	-	\$	6,560
Contractual Services 92047	\$	25,000	\$	-	\$	-	\$	25,000	\$	25,000
Publications & Legal Notices 92056	\$	100	\$	-	\$	-	\$	-	\$	-
Special Dept Expense 92063	\$	66,000	\$	-	\$	54,080	\$	-	\$	54,080
Purchasing Charges 92068	\$	273	\$	119	\$	134	\$	7	\$	260
Brd. & Comm. Meeting Expense 92069	\$	500	\$	-	\$	-	\$	-	\$	-
Public Education Material 92075	\$	1,500	\$	1,125	\$	-	\$	-	\$	1,125
Motor Pool 92089	\$	4,775	\$	147	\$	351	\$	-	\$	498
Travel Expenses 92090	\$	10,000	\$	-	\$	-	\$	-	\$	-
Utilities92094Electronic Hardware92103	\$	3,118	\$	1,515	\$	1,705	\$	95	\$	3,314
Electronic Hardware92103Liability Claim93041	\$	2,900	\$ \$	- 584	\$ \$	- 584	\$ \$	- 32	\$ \$	- 1,200
Information & Technology 93048	\$ \$	1,235 4,993	\$ \$	1.851	\$	2.082	\$ \$	32 116	\$ \$	4,049
IT Managed Contracts 93051	\$	3,825	⊅ \$	1,051	۹ \$	3.817	⊅ \$	110	\$ \$	3.817
Admin Allocation 93057	\$	25,067		20.041	\$	14.478		-	\$	34,519
		23,007	Ψ	20,041	Ψ	11,170	Ψ		\$	54,517
TOTAL SERVICES & SUPPLIES	\$	153,571	\$	25,449	\$	79,715	\$	25,357	\$	130,521
TOTAL OPERATIONS COSTS	\$	351,106	\$	54,091	\$	166,494	\$	25,357	\$	245,942
Other Charges		Budget		Admin		Program	Ev	aluation		YTD
FRC Initiative	\$	721,012	\$	-	\$	631,012	\$	-	\$	631,012
E3 Initiative	\$	90,352	\$	-	\$	90,352	\$	-	\$	90,352
School Readiness Initiative	\$	439,800	\$	-	\$	438,278	\$	-	\$	438,278
New Project Initiative	\$	40,000	\$	-	\$	40,000	\$	-	\$	40,000
TOTAL CONTRACT COSTS	\$	1,291,164	\$	-	\$	1,199,642	\$	-	\$	1,199,642
TOTAL EXPENSES	\$	1,642,270	\$	54,091	\$	1,366,136	\$	25,357	\$	1,445,584

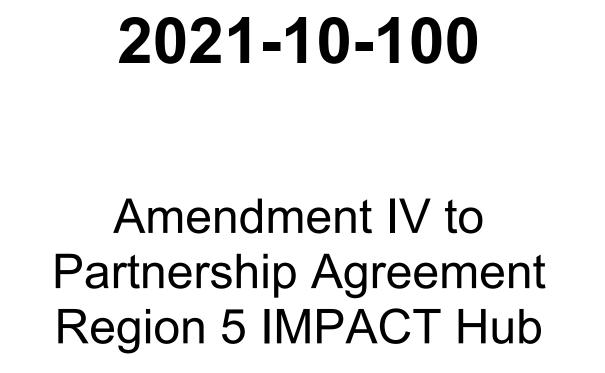
FY 20/21 Final Fiscal Report Revenue

	Revenue FY 2020/2021								
Month	Estimated Prop 10	Actual Prop 10 Revenue	Prop 56 Backfill	SMIF	HV Coordination	Home Visitation/C alWORKs & CAPCC	Total	% of Prop 10 Estimate Received	
July 2020 August 2020 Sepetember 2020 October 2020 December 2020 January 2021 February 2021 March 2021 March 2021 May 2021 June 2021	\$ 123,475 \$ 123,475	\$ 106,649 \$ 117,470 \$ 117,429 \$ 115,611 \$ 41,376 \$ 118,593 \$ 138,096 \$ 29,909 \$ 130,298 \$ 112,465 \$ 114,034 \$ 98,842	\$ 373,019	\$ 976	\$ 292 \$ 4,118	\$ 2,526 \$ 2,332 \$ 2,593 \$ 3,228 \$ 3,217 \$ 2,991 \$ 4,510 \$ 3,760 \$ 3,745 \$ 1,873 \$ 2,796 \$ 3,687	\$ 109,176 \$ 119,802 \$ 120,022 \$ 118,839 \$ 417,612 \$ 121,876 \$ 142,606 \$ 33,668 \$ 134,043 \$ 114,337 \$ 116,829 \$ 107,622	$\begin{array}{r} 86\% \\ 95\% \\ 95\% \\ 94\% \\ 34\% \\ 96\% \\ 112\% \\ 24\% \\ 106\% \\ 91\% \\ 92\% \\ 80\% \\ \end{array}$	
TOTAL REVENUE	\$ 1,481,700	\$ 1,240,771	\$ 373,019	\$ 976	\$ 4,410	\$ 37,258	\$ 1,656,433	108.98%	





Date of Meeting: October 5, 2021





Date of Meeting: Agenda Item: Agenda Item Type: October 5, 2021 2021-10-100 Action Item

AGENDA ITEM: Amendment IV 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 (Amendment II). At the October 2020 Commission meeting, the Commission authorized Executive Director Ed Hill to sign Amendment III of the Agreement, and authorized staff to bring the matter before the Board of Supervisors for final approval. The Board of Supervisors approved Amendment III at their regularly scheduled meeting held on January 12, 2021.

First 5 Fresno, the Regional Hub Lead Agency, is requesting that the Partnership Agreement be renewed for Fiscal Year 2021-2023. 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, approve, and consider authorizing the Executive Director to sign the agreement on behalf of the Commission.

C. Timeframe:

The agreement renewal will cover July 1, 2021 through June 30, 2023.

D. Costs:

No costs associated with this item.

E. Staff Recommendation:

Staff requests that the commission review, discuss, approve and consider authorizing the Executive Director to sign the agreement on behalf of the

Commission.

F. Attachments:

• Amendment IV to Region 5 IMPACT Hub Partnership Agreement, FY 21-23

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

THIS AMENDMENT IV TO THE PARTNERSHIP AGREEMENT REGARDING FIRST 5 IMPACT HUB (REGION 5) (the "Amendment") is made and entered into this 1st of July, 2021 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 ("<u>First 5 Kern County</u>"); (iii) the CHILDREN AND FAMILIES COMMISSION OF KINGS COUNTY, a California public agency ("<u>First 5 Kings</u> <u>County</u>"); (iv) the MADERA COUNTY CHILDREN AND FAMILIES COMMISSION, a California public agency ("<u>First 5 Madera</u>"); (v) FIRST 5 MERCED COUNTY, an agency of the County of Merced ("<u>First 5</u> <u>Merced</u>"); (vi) MERCED COUNTY OFFICE OF EDUCATION, a California public agency ("<u>MCOE</u>"); (vii) TULARE COUNTY OFFICE OF EDUCATION, a California public agency ("<u>MCOE</u>"); (vii) the MADERA COUNTY SUPERINTENDENT OF SCHOOLS, a California public agency ("<u>MCSS</u>"); (ix) the FRESNO COUNTY SUPERINTENDENT OF SCHOOLS, a California Public agency ("<u>MCSOS</u>"); (ix) the FRESNO COUNTY OFFICE OF EDUCATION, a California Public agency ("<u>MCSOS</u>"); and (x) the KINGS COUNTY OFFICE OF EDUCATION, a California Public agency ("<u>KCOE</u>"). 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:

- <u>Term.</u> This Amendment is made effective as of July 1, 2021 (the "Effective Date"). Notwithstanding anything in the Agreement to the contrary, the original term of the Agreement is extended until June 30, 2023, unless terminated earlier under the Agreement (the "Term").
- 2. <u>Controlling Document: No Other Amendment</u>. 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. <u>Binding Effect</u>. 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. <u>Headings and Construction</u>. 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 seculine 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. <u>Counterparts</u>. 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. <u>Signature Authority</u>. 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. <u>Electronic Signatures.</u> 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: _____, 2021

By: ______ Fabiola González, Executive Director

KINGS COUNTY OFFICE OF EDUCATION, a California public agency

By:_____ Its:_____

Dated: _____, 2021

KERN COUNTY CHILDREN AND FAMILIES COMMISSION, a California public agency

Dated: _____, 2021

By:_____ Its: _____

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

Dated: _____; 2021

By:_____

Kings County Public Health Director and Its: First 5 Executive Director

APPROVED AS TO FORM: Carrie Woolley, Interim County Counsel

rosklieven 07/28/2021 Linder By:

Cindy Crose Kliever, Deputy County Counsel

MADERA COUNTY CHILDREN AND FAMILIES COMMISSION, a California Public Agency

Dated: _____, 2021

By:_____ Its: _____

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

By:_____ Its:_____

Dated: _____, 2021

Amendment IV - Partnership Agreement Regarding First 5 IMPACT Hub (Region 5) Page | 8 MERCED COUNTY OFFICE OF EDUCATION,

a California public agency

Dated: _____, 2021

By:_____ Its:_____

MADERA COUNTY SUPERINTENDENT OF SCHOOLS, a California public agency

Dated: _____, 2021

By:	
Its:	

Amendment IV - Partnership Agreement Regarding First 5 IMPACT Hub (Region 5) Page | 10 TULARE COUNTY OFFICE OF EDUCATION,

a California Public agency

Dated: _____, 2021

By:_____ Its: _____

FRESNO COUNTY SUPERINTENDENT OF SCHOOLS, a California Public agency

Dated: _____, 2021

By:_____ Its: _____



Date of Meeting: October 5, 2021





Date of Meeting: Agenda Item: Discussion/Action Item: October 5, 2021 2021-10-1001 Action Item

AGENDA ITEM: Designee in the absence of the First 5 Kings County Executive Director

A. Background/History:

At the October 15, 2013 meeting the First 5 Children and Families Commission approved a transition of staff to the Kings County Department of Public Health (KCDPH). As a result of this transition the Executive Director position was initially designated to Debbie Grice, Deputy Director of Nursing and Community Services at KCDPH. The designation was specific to Ms. Grice, not just the position.

At the August 14, 2018 meeting, the Commission held a study session to explore solutions regarding the Executive Director as Ms. Grice left KCDPH. At the October 9, 2018 Commission meeting, the Commission bestowed the duties and responsibilities of the Executive Director to the person holding the position of Director of Public Health Services.

At this time, the position of Director of Public Health Services is vacant. Edward Hill, who was previously in that position has continued on to carry out the role and responsibilities of the Executive Director, and plans on doing so until relieved of that duty by the Commission.

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

If approved, this action would allow for continuation of the daily operations of the Commission, without any interruption of services to the community.

C. Timeframe:

N/A

D. Costs:

There are no costs associated with this action, as the Professional Services Agreement between the County of Kings and the Commission includes the provision of staffing for the Executive Director position in-kind.

E. Staff Recommendation:

Commission staff recommend that the Commission review; discuss possible options and direct staff to take actions as necessary, including but not limited to revision of the current Professional Service Agreement and bringing the matter before the Board of Supervisors or their designee for ratification.

F. Attachments:

- Draft revision to Professional Service Agreement between the County of Kings and the First 5 Commission

AGREEMENT FOR THE PROVISION OF STAFFING AND SERVICES BETWEEN THE COUNTY OF KINGS AND THE FIRST 5 KINGS COUNTY CHILDREN AND FAMILIES COMMISSION

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2021, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and the First 5 Kings County Children and Families Commission, an independent local public agency established in accordance with the California Children and Families Act of 1998 (hereinafter "Commission").

RECITALS

WHEREAS, the voters of the State of California enacted the California Children and Families Act of 1998 (hereinafter "the Act"), as codified in Health and Safety Code § 130100 *et seq.*, also known as Proposition 10;

WHEREAS, the Board of Supervisors of Kings County ("the Board") established, pursuant to the Act and Kings County Ordinance No. 609.4, codified as Section 2-40 of the same, the Commission as an independent legal entity;

WHEREAS, pursuant to Section 2-48 of the Kings County Ordinances, the Commission may enter into a memorandum of understanding with the County to provide staffing and services; and

WHEREAS, the Commission requires legal, fiscal, and administrative services and desires to obtain such services from County.

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

The County shall provide the following staffing and services to the Commission:

1. <u>Auditor-Controller-County Clerk</u>. The Auditor-Controller-County Clerk

shall: (1) maintain trust accounts in Commission's name and process Commission's deposits and withdrawals and journal vouchers using standard County forms and systems; (2) process vouchers approved by Commission as received, consistent with County policy toward non-County entities; (3) when requested in writing, cancel and reissue warrants; and (4) maintain and produce financial reports in the same manner and format as for County departments.

2. <u>Treasurer-Tax Collector</u>. The Treasurer-Tax Collector shall invest any surplus Commission fundson its behalf in accordance with the County's policies.

3. <u>Information Technology Services</u>. The Information Technology Services Division shall provide Commission electronic access to its financial reports in the same manner and format as provided toCounty departments.

4. Legal Services. The Office of County Counsel shall provide legal advice on

contractual, statutory, regulatory, and other legal matters. In addition, an attorney of the office will attend Commission meetings and closed sessions as legal advisor to the Commission. The office will bill the Commission for these legal services monthly at the rate set for all County departments and agencies under the Countywide Cost Allocation Plan as amended from fiscal year to fiscal year. As for legal actions and proceedings, at the request of Commission, County Counsel will initiate, in the name of Commission, such legal actions or proceedings as are necessary and advisable. Commission shall bear the costs and legal fees of legal actions it initiates, and the costs and legal fees of defending itself in legal proceedings, including administrative proceedings, mediations, or arbitrations. If legal proceedings are brought jointly against County and Commission, legal defense costs and attorney fees will be jointly borne, unless the County or the Commission is represented by different counsel. With respect to any legal action between County and Commission arising out of this Agreement, each party shall pay its own legal expenses and costs. Commission may, at its discretion, use an attorney of its choosing if a conflict of interest is identified by the Commission or the Office of the County Counsel or for any other reason Commission deems appropriate. In the event of a conflict of interest or for any reason the Counsel deems appropriate, the County Counsel reserves the right to discontinue some or all of the legal services provided to and for the Commission after notice to and consultation with the Commission. At the Commission's election, it may participate in the County's self-insurance pool and excess coverage for general liability and worker's compensation insurance coverage. Commission shall pay the rates established by County for participation in such insurance coverage.

5. <u>First 5 staff positions</u>. All individuals in positions in budget unit 432300 will continue as employees of the County. The County will continue to provide staffing for the Executive Director <u>or their designee</u> (in-kind), Program Officer and Resource Specialist to maintain the work required to carry out the Commission's Strategic Plan and Budget.

6. <u>Fiscal support</u>. The Department of Public Health's Fiscal division will continue to assist staff with fiscal-related matters, including payroll, purchasing and budgeting.

7. <u>Administrative Support Services</u>. The County Administrative Office shall administer this agreement on behalf of the County, facilitating and coordinating, as necessary and appropriate, the services provided by the County under this Agreement.

2. COMPENSATION

County shall be compensated for the services set forth, above, as set forth in the Commission's adopted annual budget. The Commission will provide the County with an updated Annual Budget each Fiscal year. The parties agree to meet and confer before the adoption of the budget to ensure sufficient funds are available to reimburse the County for the services and staffing provided. In the event the Commission's resources are insufficient to cover the services provided, the County shall work with the Commission to determine whether to decrease the level of staffing or services, outsource a service, or otherwise amend this Agreement as appropriate

The Commission shall pay the County the amounts agreed upon in quarterly installments throughout the fiscal year on the dates mutually agreed to by the parties during the budget negotiation process.

3. TERM

This Agreement shall remain in full force and effect from ______ through June 30, 2025, unless other amended or terminated pursuant to its provisions.

4. **RECORDS AND INSPECTIONS.**

The County shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. The Commission shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to the Commission. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension thereof.

5. AMENDMENTS

This Agreement may be modified by a written amendment signed by the authorized representatives of the parties.

6. **TERMINATION**

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. <u>Without Cause</u>. Either party may terminate this Agreement without cause by giving the other party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, the County may terminate this Agreement effective immediately.

B. <u>With Cause</u>. This Agreement may be terminated by either party should the other party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching party shall provide written notice to the breaching party of its intention to terminate the Agreement and inform the breaching party whether the breach is able to be cured.

1) <u>Breach Subject to Cure</u>. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching party deems the breach of a nature subject to cure, said party shall allow the breaching party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching party may submit a written proposal to the nonbreaching party within that period, in which said party sets forth a specific plan to remedy the breach and a date certain for completion. If the non-breaching party agrees to the proposed plan in writing, the breaching party shall immediately commence curing the breach. If the breaching party fails to cure the breach within the time agreed upon by the parties, the non-breaching party may terminate the Agreement either immediately, on a date provided in the Notice of Breach, or provide the breaching party additional time to cure the breach. b. Alternatively, the County may elect to cure the breach and charge any and all expenses incurred as a result thereof to the Contractor.

2) <u>Breach Not Subject to Cure</u>. If the non-breaching party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching party of its intent to terminate the Agreement for cause, in which it shall include a date upon which the Agreement terminates.

C. <u>Effects of Termination</u>. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pretermination contract activities.

D. <u>Forbearance Not to be Construed as Waiver of Breach or Default</u>. In no event shall any act of forbearance by either party of previous acts by the other party that constitute a breach or default of the party's obligations under this Agreement serve as a waiver of the parties' right to assert that a breach or default of this Agreement has occurred, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to any breach or default.

7. INSURANCE

Without in any way affecting the indemnity herein provided and in addition thereto, the Authority shall secure and maintain throughout the term of this Agreement the following types of insurance with limits as shown:

- A. Workers' Compensation: A program of workers' compensation insurance in an amount and form necessary to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits.
- B. Comprehensive General and Automobile Liability Insurance: This coverage will include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than \$2,000,000 per occurrence.
- C. Errors and Omission Liability Insurance: Coverage shall have combined single limits of \$2,000,000 per claim or occurrence.
- D. The Authority shall provide the County with evidence of such insurance and each insurance policy shall be endorsed to include the County as an Additional Insured.

8. INDEMNIFICATION

The parties agree to indemnify, defend, protect, and hold each other, their officials, officers, employees, and agents harmless from and against any and all liability, losses, claims, damages, expenses, demands, and costs including, but not limited to, attorney, expert witness, consultant, and litigation costs, arising out of the other party's performance of services under this Agreement, but only to the extent the offending party is responsible for such damages, liabilities, and costs on a comparative basis of fault between the parties in the performance of services under this Agreement.

9. INDEPENDENT CONTRACTOR

The Commission and the County are independent entities entering into this Agreement as independent contractors and not as agents, officers, or employees of the other party. The parties therefore mutually understand and agree 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.

10. COMPLIANCE WITH LAW

The parties shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and Commission.

11. CONFIDENTIALITY

The parties shall not use each other's confidential information for any purpose other than carrying out their obligations under this Agreement. Each party shall prevent unauthorized disclosure of the other party's confidential information. Each party shall promptly transmit to the other party all requests for disclosure of the other party's confidential information.

12. CONFLICT OF INTEREST

The County warrants that its employees or their immediate families or Board of Supervisors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. The County shall employ or retain no such person while rendering services under this Agreement. Services rendered by County's associates or employees shall not relieve the County from personal responsibility under this clause. The County has an affirmative duty to disclose to the Commission in writing the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

13. NONDISCRIMINATION

In rendering services under this Agreement, the County 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, gender identity, gender expression, or sexual orientation.

Further, the County 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.

14. SUBCONTRACTORS

Services under this Agreement are deemed to be personal services. County warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of the Commission subject to any required state or federal approval.

15. ASSIGNMENT

County shall not assign this Agreement without the prior written consent of the Commission subject to any required state or federal approval. Assignment by County of any monies due shall not constitute an assignment of the Agreement.

16. UNFORESEEN CIRCUMSTANCES

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

17. OWNERSHIP OF DOCUMENTS

The Commission 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 the County relating to this Agreement prior to its termination or upon completion of the County's work.

18. NOTICE

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

County:	Commission:
County of Kings	First 5 Kings County
1400 W. Lacey Blvd. Bldg. 6	330 Campus Drive
Hanford, CA 93230	Hanford, CA 93230

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) fax, it is effective as of the date of the fax; c) overnight carrier, it is effective as of the date of delivery; d) email, it is effective as of the date it was sent; e) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

19. CHOICE OF LAW

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. County 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.

20. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

21. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12 Confidentiality.

22. NO THIRD PARTY BENEFICIARIES.

The Commission and the County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

23. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

This Agreement, including its Recitals and Exhibits, which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by the parties other than those contained herein.

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

The parties agree that each party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms, and it is expressly agreed and understood the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original, executed, Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

24. AUTHORITY

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY OF KINGS

COMMISSION

By:

Craig Pedersen, Chairman Kings County Board of Supervisors By:

Dr. Lisa Lewis Todd Barlow, Chairperson First 5 Kings County Children & Families Commission

REVIEWED AND RECOMMENDED FOR APPROVAL:

By: ____

Edward Hill, <u>First 5 Executive Director</u> <u>Kings County Public Health Director and</u> <u>First 5 Executive Director</u>

ATTEST:

By:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM: Lee BurdickDiane Freeman, Interim County Counsel

By:

Carrie R. WoolleyTran Nguyen, Assistant County Counsel

APPROVED:

By:

Sande Huddleston, Risk Manager

Exhibits/Attachments: Exhibit A: Fiscal Year 2021-2022 Budget



Date of Meeting: October 5, 2021

Study Session

June 2021 Projections

Proposition 10 Revenue



Date of Meeting: Agenda Item Type: October 5, 2021 Informational Item

AGENDA ITEM: June 2021 Proposition 10 Fiscal Projections

A. Background/History:

First 5 California has released two versions of the June 2021 County Tax Revenue Projections for Fiscal Year 2021-2022 through 2025-2026, with and without the Flavor Ban. The assumptions provided by the Department of Finance for the flavor ban impact to cigarette, tobacco and e-cigarettes were factored into the revised tobacco tax revenue projections released May 14, 2021 in the May Revision to the Governor's Budget. First 5 California utilized the revised revenue projections provided by the Department of Finance, to prepare the 5 Year "First 5 California County Tax Revenue Projections for 2021-22 through 2025-26 *with* Flavor Ban" that went out to counties on June 9th. If SB 793 is upheld, the flavor ban would be implemented November 16, 2022 impacting revenue for 2.5 quarters for fiscal year 2022-23. Full year impact would begin fiscal year 2023-24.

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

Staff is providing the projections to the Commission, to advise the Commission of potential financial impact on future Proposition 10 Revenue. Staff is requesting the Commission review and discuss the two versions of the Five-Year projection, and potential impact of decreased revenue on future First 5-funded projects.

C. Timeframe:

The projections are for Fiscal Year 2021-22 through 2025-26, and are contingent upon the upholding of SB 793. The California Flavored Tobacco Products Ban Referendum is currently on the ballot as a veto referendum on November 8, 2022. If upheld, the flavor ban would affect the last 2.5 quarters of Fiscal Year 2022-23, and full-year impact in Fiscal Year 2023-2024.

D. Costs:

The results of the veto referendum may impact tobacco tax revenues, resulting in further reduction of First 5 funding.

E. Staff Recommendation:

Staff recommends the Commission review and discuss the potential impact of decreased revenue on future First 5-funded projects.

F. Attachments:

- First 5 California May 2021 Projections June 2021
- Kings County Tobacco Tax Revenue Projections with and without Flavor Ban
- Department of Finance Flavor Ban Impact

MAY 2021 WITHOUT FLAVOR BAN

COUNTY			2021-22 TAX			2022-23 TAX			2023-24 TAX			2024-25 TAX		2022	2025-26 TAX
	2019 Births ¹	2019 Birthrate	REVENUE PROJECTION	2020 Births ¹	2020 Birthrate	REVENUE PROJECTION	2021 Births ¹	2021 Birthrate	REVENUE PROJECTION	2022 Births ¹	2022 Birthrate	REVENUE PROJECTION	2023 Births ¹	2023 Birthrate	REVENUE PROJECTION
1 Alameda	18,197	4.075%	\$12,947,266	18,082	4.029%	\$12,508,053	17,678	4.046%	\$12,239,662	17,492	4.000%	\$11,798,058	17,302	3.974%	\$11,433,440
2 Alpine	10,137		\$12,096	10,002		\$4,150	17,070	0.003%	\$8,308	4	0.001%	\$2,698	7	0.002%	\$4,626
3 Amador	314	0.070%	\$223,413	321	0.072%	\$222,049	336	0.077%	\$232,635	301	0.069%	\$203,019	330	0.076%	\$218,069
4 Butte	2,149	0.481%	\$1,529,025	2,083	0.464%	\$1,440,896	1,914	0.438%	\$1,325,190	1,958	0.448%	\$1,320,638	1,989	0.457%	\$1,314,363
5 Calaveras	401	0.090%	\$285,314	392	0.087%	\$271,162	396	0.091%	\$274,177	415	0.095%	\$279,910	411	0.094%	\$271,595
6 Colusa	249	0.056%	\$177,165	253	0.056%	\$175,010	256	0.059%	\$177,246	273	0.062%	\$184,134	246	0.057%	\$162,561
7 Contra Costa	11,811	2.645%	\$8,403,591	11,999	2.674%	\$8,300,195	11,898	2.723%	\$8,237,781	12,011	2.747%	\$8,101,217	12,118	2.784%	\$8,007,770
8 Del Norte	281	0.063%	\$199,933	235	0.052%	\$162,559	239	0.055%	\$165,476	250	0.057%	\$168,621	249	0.057%	\$164,543
9 El Dorado	1,531	0.343%	\$1,089,315	1,577	0.351%	\$1,090,875	1,748	0.400%	\$1,210,257	1,718	0.393%	\$1,158,762	1,769	0.406%	\$1,168,984
10 Fresno 11 Glenn	14,051 398	3.147% 0.089%	\$9,997,364 \$283,179	14,367 398	3.202% 0.089%	\$9,938,237 \$275,313	14,115 367	3.231% 0.084%	\$9,772,759 \$254,099	14,098 391	3.224% 0.089%	\$9,508,863 \$263,723	14,157 413	3.252% 0.095%	\$9,355,174 \$272,917
12 Humboldt	1,406	0.315%	\$1,000,377	1,371	0.306%	\$948,376	1,277	0.292%	\$884,153	1,287	0.294%	\$868,060	1,208	0.095%	\$798,266
13 Imperial	2,618	0.586%	\$1,862,721	2,553	0.569%	\$1,766,014	2,509	0.574%	\$1,737,149	2,497	0.571%	\$1,684,184	2,513	0.577%	\$1,660,631
14 Inyo	191	0.043%	\$135,898	177	0.039%	\$122,438	176	0.040%	\$121,857	168	0.038%	\$113,313	179	0.041%	\$118,286
15 Kern	12,772	2.860%	\$9,087,348	13,068	2.912%	\$9,039,666	12,809	2.932%	\$8,868,528	12,819	2.931%	\$8,646,199	12,818	2.944%	\$8,470,341
16 Kings	2,101	0.470%	\$1,494,873	2,206	0.492%	\$1,525,980	2,149	0.492%	\$1,487,896	2,166	0.495%	\$1,460,930	2,119	0.487%	\$1,400,269
17 Lake	732	0.164%	\$520,822	729	0.162%	\$504,279	701	0.160%	\$485,349	682	0.156%	\$459,997	717	0.165%	\$473,805
18 Lassen	284	0.064%	\$202,068	245	0.055%	\$169,476	241	0.055%	\$166,860	261	0.060%	\$176,040	241	0.055%	\$159,257
19 Los Angeles	106,987	23.959%	\$76,121,839	106,450	23.721%	\$73,635,786	102,129	23.377%	\$70,710,739	101,442	23.197%	\$68,420,915	100,114	22.997%	\$66,156,945
20 Madera	2,066	0.463%	\$1,469,970	2,117	0.472%	\$1,464,415	2,032	0.465%	\$1,406,890	1,968	0.450%	\$1,327,383	1,942	0.446%	\$1,283,305
21 Marin 22 Mariposa	2,083 132	0.466%	\$1,482,066 \$93,919	2,059 156	0.459%	\$1,424,294 \$107,912	1,945 135	0.445% 0.031%	\$1,346,654 \$93,470	1,975 150	0.452%	\$1,332,104 \$101,172	1,901 146	0.437%	\$1,256,211 \$96,479
22 Mariposa 23 Mendocino	926	0.030%	\$93,919	950	0.035%	\$657,154	845	0.031%	\$93,470 \$585.050	929	0.034%	\$101,172	876	0.034%	\$96,479 \$578.875
24 Merced	3,851	0.862%	\$2,740,008	4,029	0.898%	\$2,787,023	4,017	0.919%	\$2,781,238	4,160	0.951%	\$2,805,850	4.213	0.968%	\$2,784,018
25 Modoc	89	0.020%	\$63,324	29	0.006%	\$20,060	39	0.009%	\$27,002	47	0.011%	\$31,701	60	0.014%	\$39,649
26 Mono	128	0.029%	\$91,073	99	0.022%	\$68,482	101	0.023%	\$69,929	111	0.025%	\$74,868	108	0.025%	\$71,368
27 Monterey	5,882	1.317%	\$4,185,075	5,777	1.287%	\$3,996,185	5,555	1.272%	\$3,846,098	5,551	1.269%	\$3,744,056	5,428	1.247%	\$3,586,910
28 Napa	1,294	0.290%	\$920,688	1,278	0.285%	\$884,044	1,251	0.286%	\$866,151	1,300	0.297%	\$876,828	1,272	0.292%	\$840,558
29 Nevada	812	0.182%	\$577,742	828	0.185%	\$572,761	783	0.179%	\$542,123	883	0.202%	\$595,569	842	0.193%	\$556,407
30 Orange	34,909	7.818%	\$24,837,945	35,201	7.844%	\$24,349,961	34,169	7.821%	\$23,657,485	34,514	7.892%	\$23,279,110	34,660	7.962%	\$22,903,887
31 Placer	3,660	0.820%	\$2,604,110	3,759	0.838%	\$2,600,253	3,717	0.851%	\$2,573,528	3,932	0.899%	\$2,652,068	4,072	0.935%	\$2,690,843
32 Plumas 33 Riverside	162 28.255	0.036%	\$115,264 \$20,103,588	149 28.908	0.033%	\$103,069 \$19,996,837	153 28.562	0.035% 6.538%	\$105,932 \$19,775,383	159 29.093	0.036%	\$107,243 \$19,622,737	157 28.969	0.036%	\$103,748 \$19.143.182
34 Sacramento	18,988	4.252%	\$13,510,066	19,130	4.263%	\$13,232,998	18,755	4.293%	\$12,985,341	18,717	4.280%	\$12,624,300	18,566	4.265%	\$12,268,712
35 San Benito	791	0.177%	\$562,801	802	0.179%	\$554,776	818	0.187%	\$566,356	789	0.180%	\$532,167	837	0.192%	\$553,103
36 San Bernardino	28,688	6.424%	\$20,411,670	29,035	6.470%	\$20,084,688	28,594	6.545%	\$19,797,539	28,770	6.579%	\$19,404,879	28,772	6.609%	\$19,013,001
37 San Diego	38,645	8.654%	\$27,496,130	38,936	8.676%	\$26,933,612	37,782	8.648%	\$26,159,006	37,531	8.582%	\$25,314,025	37,124	8.528%	\$24,532,137
38 San Francisco	8,396	1.880%	\$5,973,800	8,346	1.860%	\$5,773,267	8,286	1.897%	\$5,736,952	8,099	1.852%	\$5,462,639	8,020	1.842%	\$5,299,745
39 San Joaquin	10,076	2.256%	\$7,169,129	10,184	2.269%	\$7,044,686	10,272	2.351%	\$7,111,993	10,287	2.352%	\$6,938,408	10,631	2.442%	\$7,025,136
40 San Luis Obispo	2,464	0.552%	\$1,753,150	2,522	0.562%	\$1,744,570	2,422	0.554%	\$1,676,913	2,541	0.581%	\$1,713,862	2,517	0.578%	\$1,663,274
41 San Mateo	8,253 5,512	1.848%	\$5,872,055	8,157	1.818%	\$5,642,528	7,717 5,440	1.766%	\$5,342,995	7,487 5,501	1.712%	\$5,049,855	7,154	1.643%	\$4,727,478
42 Santa Barbara 43 Santa Clara	5,512 21,100	<u>1.234%</u> 4.725%	\$3,921,818 \$15,012,766	5,456 20,971	1.216% 4.673%	\$3,774,137 \$14,506,492	5,440 20,150	1.245% 4.612%	\$3,766,476 \$13,951,193	20,022	1.258% 4.579%	\$3,710,332 \$13,504,501	5,662 19,668	1.301% 4.518%	\$3,741,541 \$12,996,931
44 Santa Cruz	2,395	0.536%	\$1,704,056	2,425	0.540%	\$1,677,471	2,389	0.547%	\$1,654,065	2,462	0.563%	\$1,660,577	2,386	0.548%	\$1,576,707
45 Shasta	1,876	0.420%	\$1,334,784	1,876	0.418%	\$1,297,705	1,942	0.445%	\$1,344,577	1,917	0.438%	\$1,292,984	1,883	0.433%	\$1,244,317
46 Sierra	24	0.005%	\$17,076	20	0.004%	\$13,835	20	0.005%	\$13,847	25	0.006%	\$16,862	20	0.005%	\$13,216
47 Siskiyou	434	0.097%	\$308,793	332	0.074%	\$229,658	361	0.083%	\$249,944	369	0.084%	\$248,884	408	0.094%	\$269,613
48 Solano	5,053	1.132%	\$3,595,237	5,119	1.141%	\$3,541,020	4,938	1.130%	\$3,418,908	4,886	1.117%	\$3,295,524	4,928	1.132%	\$3,256,502
49 Sonoma	4,377	0.980%	\$3,114,260	4,333	0.966%	\$2,997,312	4,270	0.977%	\$2,956,407	4,155	0.950%	\$2,802,477	4,164	0.957%	\$2,751,638
50 Stanislaus	7,295	1.634%	\$5,190,433	7,469	1.664%	\$5,166,610	7,268	1.664%	\$5,032,123	7,271	1.663%	\$4,904,167	7,322	1.682%	\$4,838,496
51 Sutter	1,255	0.281%	\$892,939 \$560,666	1,249	0.278%	\$863,984 \$555,468	1,218	0.279%	\$843,303 \$555,278	1,320	0.302%	\$890,318 \$544,982	1,343	0.309%	\$887,476
52 Tehama 53 Trinity	788 94	0.176%	\$560,666	803 108	0.179%	\$555,468 \$74,708	802 97	0.184%	\$555,278	808 97	0.185%	\$544,982 \$65.425	819 127	0.188%	\$541,208 \$83.924
53 Trinity 54 Tulare	6,763	1.515%	\$00,002	6,944	1.547%	\$74,708	6,811	1.559%	\$67,160 \$4,715,711	6,937	1.586%	\$4,678,889	6,927	1.591%	\$63,924 \$4,577,473
55 Tuolumne	466	0.104%	\$331,562	464	0.103%	\$320,968	479	0.110%	\$331,644	436	0.100%	\$294,075	468	0.108%	\$309,262
56 Ventura	8,829	1.977%	\$6,281,882	8,819	1.965%	\$6,100,460	8,379	1.918%	\$5,801,342	8,430	1.928%	\$5,685,893	8,426	1.936%	\$5,568,037
57 Yolo	2,080	0.466%	\$1,479,931	2,203	0.491%	\$1,523,905	2,203	0.504%	\$1,525,284	2,272	0.520%	\$1,532,426	2,324	0.534%	\$1,535,737
58 Yuba	1,167	0.261%	\$830,327	1,200	0.267%	\$830,089	1,212	0.277%	\$839,149	1,170	0.268%	\$789,145	1,286	0.295%	\$849,810
TOTALS	446,548	100%	\$317,721,358	448,754	100%	\$310,421,358	436,879	100%	\$302,480,558	437,304	100%	\$294,954,158	435,328	100%	\$287,671,758
1005															
¹ DOF projected birth	is by county.														
FROM REVENUE B	REAKDOWN		\$317,721,358			\$310,421,358			\$302,480,558			\$294,954,158			\$287,671,758
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FIRST 5 CALIFORNIA COUNTY TAX REVENUE PROJECTIONS FOR 2021-22 THROUGH 2025-26 without Flavor Ban UTILIZING DOF MAY REVISE 2021 TOBACCO TAX PROJECTIONS AND DOF BIRTH PROJECTIONS FOR CALIFORNIA STATE AND COUNTIES 1990-2040 UPDATED June 6, 2021

FIRST 5 CALIFORNIA COUNTY TAX REVENUE PROJECTIONS FOR 2021-22 THROUGH 2025-26 with Flavor Ban UTILIZING DOF MAY REVISE 2021 TOBACCO TAX PROJECTIONS AND DOF BIRTH PROJECTIONS FOR CALIFORNIA STATE AND COUNTIES 1990-2040 UPDATED June 6, 2021

COUNTY			2021-22 TAX			2022-23 TAX			2023-24 TAX			2024-25 TAX			2025-26 TAX
			REVENUE												
	2019 Births ¹	2019 Birthrate	PROJECTION	2020 Births ¹	2020 Birthrate	PROJECTION	2021 Births ¹	2021 Birthrate	PROJECTION	2022 Births ¹	2022 Birthrate	PROJECTION	2023 Births ¹	2023 Birthrate	PROJECTION
1 Alameda 2 Alpine	18,197 17	4.075% 0.004%	\$12,947,266 \$12,096	18,082	4.029% 0.001%	\$11,431,210 \$3,793	17,678 12	4.046% 0.003%	\$10,313,367 \$7,001	17,492	4.000% 0.001%	\$9,666,590 \$2,211	17,302	3.974% 0.002%	\$9,094,446 \$3,679
3 Amador	314	0.070%	\$223,413	321	0.072%	\$202,932	336	0.077%	\$196,023	301	0.069%	\$166,341	330	0.076%	\$173,458
4 Butte	2,149	0.481%	\$1,529,025	2,083	0.464%	\$1,316,846	1,914	0.438%	\$1,116,630	1,958	0.448%	\$1,082,048	1,989	0.457%	\$1,045,478
5 Calaveras	401	0.090%	\$285,314	392	0.087%	\$247,817	396	0.091%	\$231,027	415	0.095%	\$229,341	411	0.094%	\$216,034
6 Colusa 7 Contra Costa	249 11,811	0.056% 2.645%	\$177,165 \$8,403,591	253 11,999	0.056%	\$159,943 \$7,585,615	256 11,898	0.059%	\$149,351 \$6,941,308	273 12,011	0.062%	\$150,868 \$6,637,629	246 12,118	0.057% 2.784%	\$129,305 \$6,369,582
8 Del Norte	281	0.063%	\$199,933	235	0.052%	\$148,564	239	0.055%	\$139,433	250	0.057%	\$138,157	249	0.057%	\$130,882
9 El Dorado	1,531	0.343%	\$1,089,315	1,577	0.351%	\$996,959	1,748	0.400%	\$1,019,785	1,718	0.393%	\$949,417	1,769	0.406%	\$929,839
10 Fresno	14,051	3.147%	\$9,997,364	14,367	3.202%	\$9,082,634	14,115	3.231%	\$8,234,709	14,098	3.224%	\$7,790,966	14,157	3.252%	\$7,441,341
11 Glenn 12 Humboldt	398 1,406	0.089% 0.315%	\$283,179 \$1,000,377	398 1,371	0.089%	\$251,611 \$866,729	367 1,277	0.084%	\$214,108 \$745,003	391 1,287	0.089%	\$216,078 \$711,234	413 1,208	0.095%	\$217,085 \$634,961
13 Imperial	2,618	0.515%	\$1,862,721	2,553	0.569%	\$1,613,974	2,509	0.574%	\$1,463,754	2,497	0.294%	\$1,379,915	2,513	0.577%	\$1,320,908
14 Inyo	191	0.043%	\$135,898	177	0.039%	\$111,897	176	0.040%	\$102,679	168	0.038%	\$92,842	179	0.041%	\$94,088
15 Kern	12,772	2.860%	\$9,087,348	13,068	2.912%	\$8,261,423	12,809	2.932%	\$7,472,787	12,819	2.931%	\$7,084,154	12,818	2.944%	\$6,737,522
16 Kings	2,101	0.470%	\$1,494,873	2,206	0.492%	\$1,394,605	2,149	0.492%	\$1,253,729	2,166	0.495%	\$1,196,995	2,119	0.487%	\$1,113,809
17 Lake 18 Lassen	732 284	0.164%	\$520,822 \$202,068	729 245	0.162%	\$460,865 \$154,886	701 241	0.160%	\$408,964 \$140,600	682 261	0.156%	\$376,893 \$144,236	717 241	0.165% 0.055%	\$376,877 \$126,677
18 Lassen 19 Los Angeles	284 106,987	23.959%	\$202,068 \$76,121,839	245 106,450	23.721%	\$154,886 \$67,296,333	241 102,129	23.377%	\$140,600 \$59,582,187	101,442	23.197%	\$144,236 \$56,059,811	100,114	22.997%	\$126,677
20 Madera	2,066	0.463%	\$1,469,970	2,117	0.472%	\$1,338,340	2,032	0.465%	\$1,185,471	1,968	0.450%	\$1,087,574	1,942	0.446%	\$1,020,773
21 Marin	2,083	0.466%	\$1,482,066	2,059	0.459%	\$1,301,674	1,945	0.445%	\$1,134,715	1,975	0.452%	\$1,091,443	1,901	0.437%	\$999,222
22 Mariposa	132	0.030%	\$93,919	156	0.035%	\$98,621	135	0.031%	\$78,759	150	0.034%	\$82,894	146	0.034%	\$76,742
23 Mendocino 24 Merced	926 3,851	0.207% 0.862%	\$658,854 \$2,740,008	950 4,029	0.212%	\$600,578 \$2,547,082	845 4,017	0.193%	\$492,974 \$2,343,523	929 4,160	0.212%	\$513,393 \$2,298,937	876 4,213	0.201% 0.968%	\$460,452 \$2,214,478
25 Modoc	89	0.020%	\$63.324	4,029	0.006%	\$2,547,082	4,017	0.009%	\$22,753	4,100	0.011%	\$25.974	4,213	0.014%	\$2,214,478
26 Mono	128	0.029%	\$91,073	99	0.022%	\$62,587	101	0.023%	\$58,924	111	0.025%	\$61,342	108	0.025%	\$56,768
27 Monterey	5,882	1.317%	\$4,185,075	5,777	1.287%	\$3,652,146	5,555	1.272%	\$3,240,794	5,551	1.269%	\$3,067,645	5,428	1.247%	\$2,853,118
28 Napa	1,294	0.290%	\$920,688	1,278	0.285%	\$807,935	1,251	0.286%	\$729,835	1,300	0.297%	\$718,418	1,272	0.292%	\$668,601
29 Nevada 30 Orange	812 34.909	0.182%	\$577,742 \$24,837,945	828 35.201	0.185% 7.844%	\$523,451 \$22,253.623	783 34.169	0.179%	\$456,803 \$19,934,238	883 34.514	0.202% 7.892%	\$487,972 \$19.073.444	842 34.660	0.193% 7.962%	\$442,580 \$18,218,328
31 Placer	3,660	0.820%	\$2,604,110	3,759	0.838%	\$2,376,392	3,717	0.851%	\$2,168,502	3,932	0.899%	\$2,172,938	4,072	0.935%	\$2,140,364
32 Plumas	162	0.036%	\$115,264	149	0.033%	\$94,196	153	0.035%	\$89,260	159	0.036%	\$87,868	157	0.036%	\$82,524
33 Riverside	28,255	6.327%	\$20,103,588	28,908	6.442%	\$18,275,269	28,562	6.538%	\$16,663,107	29,093	6.653%	\$16,077,641	28,969	6.655%	\$15,226,969
34 Sacramento 35 San Benito	18,988	4.252%	\$13,510,066	19,130 802	4.263%	\$12,093,742 \$507,014	18,755 818	4.293% 0.187%	\$10,941,691 \$477,222	18,717 789	4.280% 0.180%	\$10,343,561	18,566 837	4.265% 0.192%	\$9,758,842 \$439,952
36 San Bernardino	791 28.688	0.177% 6.424%	\$562,801 \$20,411,670	29.035	0.179%	\$18,355,557	28.594	6.545%	\$477,222 \$16.681.776	28,770	6.579%	\$436,024 \$15,899,142	28.772	6.609%	\$439,952 \$15,123,420
37 San Diego	38,645	8.654%	\$27,496,130	38,936	8.676%	\$24,614,843	37,782	8.648%	\$22,042,066	37,531	8.582%	\$20,740,726	37,124	8.528%	\$19,513,480
38 San Francisco	8,396	1.880%	\$5,973,800	8,346	1.860%	\$5,276,235	8,286	1.897%	\$4,834,063	8,099	1.852%	\$4,475,744	8,020	1.842%	\$4,215,551
39 San Joaquin	10,076	2.256%	\$7,169,129	10,184	2.269%	\$6,438,195	10,272	2.351%	\$5,992,698	10,287	2.352%	\$5,684,897	10,631	2.442%	\$5,587,970
40 San Luis Obispo 41 San Mateo	2,464 8,253	0.552%	\$1,753,150 \$5,872,055	2,522 8,157	0.562%	\$1,594,376 \$5,156,751	2,422 7,717	0.554%	\$1,412,998 \$4,502,108	2,541 7,487	0.581%	\$1,404,231 \$4,137,535	2,517 7,154	0.578% 1.643%	\$1,323,010 \$3,760,355
42 Santa Barbara	5,512	1.234%	\$3,921,818	5,456	1.216%	\$3,449,214	5,440	1.245%	\$3,173,703	5,501	1.258%	\$3,040,013	5,662	1.301%	\$2,976,116
43 Santa Clara	21,100	4.725%	\$15,012,766	20,971	4.673%	\$13,257,599	20,150	4.612%	\$11,755,535	20,022	4.579%	\$11,064,742	19,668	4.518%	\$10,338,086
44 Santa Cruz	2,395	0.536%	\$1,704,056	2,425	0.540%	\$1,533,054	2,389	0.547%	\$1,393,746	2,462	0.563%	\$1,360,573	2,386	0.548%	\$1,254,153
45 Shasta	1,876	0.420%	\$1,334,784	1,876	0.418%	\$1,185,983	1,942	0.445%	\$1,132,965	1,917	0.438%	\$1,059,390	1,883	0.433%	\$989,761
46 Sierra 47 Siskiyou	24 434	0.005%	\$17,076 \$308,793	20 332	0.004%	\$12,644 \$209,886	20 361	0.005%	\$11,668 \$210,608	25 369	0.006%	\$13,816 \$203,920	20 408	0.005%	\$10,513 \$214,457
48 Solano	5,053	1.132%	\$3,595,237	5,119	1.141%	\$3,236,167	4,938	1.130%	\$2,880,835	4,886	1.117%	\$2,700,146	4,928	1.132%	\$2,590,304
49 Sonoma	4,377	0.980%	\$3,114,260	4,333	0.966%	\$2,739,267	4,270	0.977%	\$2,491,123	4,155	0.950%	\$2,296,174	4,164	0.957%	\$2,188,722
50 Stanislaus	7,295	1.634%	\$5,190,433	7,469	1.664%	\$4,721,807	7,268	1.664%	\$4,240,160	7,271	1.663%	\$4,018,167	7,322	1.682%	\$3,848,661
51 Sutter 52 Tehama	1,255 788	0.281%	\$892,939 \$560,666	1,249 803	0.278%	\$789,602 \$507,646	1,218 802	0.279%	\$710,583 \$467,888	1,320 808	0.302%	\$729,471 \$446,524	1,343 819	0.309% 0.188%	\$705,921 \$430,491
53 Trinity	94	0.021%	\$66,882	108	0.024%	\$68,276	97	0.022%	\$56,590	97	0.022%	\$53,605	127	0.029%	\$66,755
54 Tulare	6,763	1.515%	\$4,811,912	6,944	1.547%	\$4,389,908	6,811	1.559%	\$3,973,546	6,937	1.586%	\$3,833,589	6,927	1.591%	\$3,641,037
55 Tuolumne	466	0.104%	\$331,562	464	0.103%	\$293,335	479	0.110%	\$279,449	436	0.100%	\$240,946	468	0.108%	\$245,995
56 Ventura	8,829	1.977% 0.466%	\$6,281,882	8,819	1.965% 0.491%	\$5,575,259	8,379 2,203	1.918% 0.504%	\$4,888,319	8,430	1.928% 0.520%	\$4,658,664	8,426 2,324	1.936% 0.534%	\$4,428,956
57 Yolo 58 Yuba	2,080 1,167	0.466%	\$1,479,931 \$830,327	2,203 1,200	0.491%	\$1,392,709 \$758,625	2,203	0.504%	\$1,285,233 \$707,082	2,272 1,170	0.520%	\$1,255,574 \$646,576	2,324	0.534%	\$1,221,564 \$675,960
TOTALS	446,548	100%	\$317,721,358	448,754	100%	\$283,696,558	436,879	100%	\$254,875,758	437,304	100%	\$241,666,958	435,328	100%	\$228,821,358
¹ DOF projected birth	s by county.														
FROM REVENUE B	REAKDOWN		\$317,721,358			\$283,696,558			\$254,875,758			\$241,666,958			\$228,821,358

	2021-22 TAX REVENUE PROJECTION	2022-23 TAX REVENUE PROJECTION	2023-24 TAX REVENUE PROJECTION	2024-25 TAX REVENUE PROJECTION	2025-26 TAX REVENUE PROJECTION
Without Flavor Ban	\$1,494,873	\$1,525,980	\$1,487,896	\$1,460,930	\$1,400,269
With Flavor Ban	\$1,494,873	\$1,394,605	\$1,253,729	\$1,196,995	\$1,113,809
Fiscal Plan Approved in June 2021	\$1,476,680	\$1,472,589	\$1,420,071	\$1,413,076	
Revenue shortage with Flavor Ban	\$18,193	-\$77,984	-\$166,342	-\$216,081	

Kings County Revenue Projections With and Without Flavor Ban vs Current Fiscal Plan

Department of Finance - Flavor Ban Impact

	Cigarettes					Tob	ассо		E-cigs			
	Revenue	Revenue	Revenue	% Change	Revenue	Revenue	Revenue	% Change	Revenue	Revenue	Revenue	% Change
	(No Ban)	(Ban)	Loss	70 Change	(No Ban)	(Ban)	Loss	% Change	(No Ban)	(Ban)	Loss	∕₀ change
2020-21	297.42	297.42	0.00	0.0%	26.77	26.77	0.00	0.0%	10.26	10.26	0.00	0.0%
2021-22	287.79	287.79	0.00	0.0%	31.90	31.90	0.00	0.0%	11.44	11.44	0.00	0.0%
2022-23	278.71	252.58	26.13	-9.4%	33.09	28.25	4.84	-14.6%	11.11	8.56	2.55	-22.9%
2023-24	270.15	231.05	39.10	-14.5%	34.32	26.73	7.59	-22.1%	10.79	7.17	3.61	-33.5%
2024-25	261.92	224.02	37.91	-14.5%	35.60	27.73	7.87	-22.1%	10.47	6.96	3.51	-33.5%
2025-26	253.99	217.23	36.76	-14.5%	36.93	28.76	8.17	-22.1%	10.17	6.76	3.41	-33.5%
2026-27	246.21	210.58	35.63	-14.5%	38.31	29.83	8.47	-22.1%	9.87	6.56	3.31	-33.5%

* revenues in millions

ASSUMPTIONS that factored into May Revision

- Flavor ban implemented on November 16, 2022 and in place for 2.5 quarters of FY 2022-23.
- Cigarettes: assumes 30% of sales are flavors and about half would switch to contraband/quit
- E-cigarettes: assumes that 55% are flavored and about 60% would switch/quit
- Tobacco: assumes that 50% are flavored and about 45% would switch/quit



Date of Meeting: October 5, 2021

Study Session

Final Grantee Achievement Report FY 2020-2021



Date of Meeting: Agenda Item Type: October 5, 2021 Informational Item

AGENDA ITEM: Fiscal Year 2020-2021 Final Grantee Achievement Report for First 5 Funded Projects

A. Background/History:

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

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

Staff is requesting the Commission review and discuss the program status report representing activities and number of clients served through FY 2020-2021.

C. Timeframe:

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

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

D. Costs:

No costs associated with this item.

E. Staff Recommendation:

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

F. Attachments:

• FY 2020-2021 Final Project Achievement Report

FY 2020-2021 Final Achievement Report for First 5 Kings Funded Programs

FIRST5 KINGS COUNTY	Unduplicate	ed Count of Cl	ients Served	Objectives to be	Objectives that were	Objectives that did	Objectives that are	Percentage of Budget	Timely Progress
KINGS COUNTY	Children 0 to 2	Children 3 to 5	Significant Others	Achieved	Achieved	not meet Target	Inactive	Expended Goal 100%	Report Submission
Family Resource Center Initiative									
Corcoran FRC	48	80	132	14	13	1	0	100%	YES
KCOE – HFC & LFC	379	463	647	54	54	0	0	100%	YES
Kettleman City FRC	32	39	56	12	12	0	0	100%	YES
School Readiness Initiative									
UCP Parent & Me	102	65	134	25	25	0	0	98.31%	YES
UCP Special Needs Program	68	10	60	7	7	0	0	100%	YES
Linkages to Learning	N/A	998	0						
E3 Initiative									
KCOE – CARES	N/A	N/A	191	6	5	1	0	100%	YES
New Project Initiative									
United Way 211	N/A	N/A	N/A	10	9	1	0	99.39%	YES



Date of Meeting: October 5, 2021

Study Session

Staff Report

June-September 2021



Staff Report June-September 2021

Program Officer Report

• Administrative Activities

- Professional Service Agreement between the Commission & County of Kings approved by BOS on 7/20/2021
- ASD-035 Compliance Certification submitted on June 29 (June 30 deadline)
- FY 2020-2021 Contracts all fully executed and Initial Disbursements processed
- First 5 California COVID-19 Emergency Supplies Distribution Program
- o Back-Tooth-School (collaboration with Local Oral Health Program) July 26-Sep. 3
- First 5 Association Children's Policy Center Leadership Interview State of Kings County's Black infant & maternal health; facilitate a focus group for Black families who have experience childbearing and infant and maternal deaths
- Racism, Equity, Diversity, Inclusion (REDI)
- First 5 Audit, First 5 Annual Report

• Meetings, Community Outreach and Conferences:

- Kings United Way Referral Exchange Advisory Committee 7/15/2021
- First 5 Book Distribution at Corcoran Farmer's Market 7/16/2021
- First 5 Association Quarterly meeting 7/21/2021
- First 5 State Commission Quarterly meeting 7/22/2021
- Quarterly Early Intervention Collaborative 8/4/2021
- Local Child Planning Council & Early Education Planning Committee meetings 9/1/2021
- ACEs Aware Commitment to Care FRCs 9/7/2021
- Kings County Home Visitation Coordination Advisory Committee 9/17/2021
- Kings County ACEs Aware Network of Care Conference: United in Building Healthy Futures -9/20/2021
- Maternal Health Fair 9/23/2021
- ACEs Aware Network of Care Leadership Committee bimonthly meetings
- New Parent Kits:
 - First 5 California transitioned to a new distributor, so we were unable to procure kits in June and July.
 The new distributor is now active, and we were able to place orders on behalf of Adventist Health
 Birthing Center and Aria Community Health Center (Avenal). Inquiries will also be made to the FRCs and
 other health clinics to see about their interest in receiving the New Parent Kits.

Linkages 2 Learning/Backpack Distribution Activities – June-September

• Commission staff continue to coordinate distribution of the backpacks and school supplies for the incoming Kindergarteners.