

**GRANT AGREEMENT
BY AND BETWEEN
THE HUMBOLDT COUNTY CHILDREN AND FAMILIES COMMISSION
(FIRST 5 HUMBOLDT)
AND COUNTY OF HUMBOLDT
FOR THE
FIRST 5 HUMBOLDT LIBRARY PARTNERSHIP**

This Agreement, entered into this 1st day of July 2023, by and between the Humboldt County Children and Families Commission (aka First 5 Humboldt), a political subdivision of the State of California, hereinafter referred to as “First 5 Humboldt,” and the County of Humboldt, a governmental entity hereinafter referred to as “GRANTEE,” is made upon the following considerations:

WHEREAS, First 5 Humboldt has adopted a strategic focus area to support the health and well-being of young children and their families through the promotion of prevention and early intervention activities, and

WHEREAS, First 5 Humboldt has determined, in carrying out its Strategic Plan focus areas and objectives, to make monetary grants to deserving organizations that can further First 5’s strategic plan, and

WHEREAS, First 5 Humboldt has approved grant funding to GRANTEE’s First 5 Humboldt Library Partnership program for Fiscal Year 2023-24; and

WHEREAS, First 5 Humboldt and GRANTEE hereto desire to enter into this Grant Agreement in order for FIRST 5 to disburse grant funds to GRANTEE,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

GRANTEE agrees to utilize these grant funds to implement the First 5 Humboldt-Library Partnership, which supports the Humboldt County Library’s services to young children and families throughout Humboldt County, with a focus on serving families in poverty, isolated rural communities, Latino, and Native American populations. The objectives, activities, and timeline for this Grant are described in Exhibit A – Scope of Work, and Exhibit B – Evaluation Plan, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such services, GRANTEE agrees to fully cooperate with the First 5 Humboldt Executive Director or a designee thereof, hereinafter referred to as “First 5 Humboldt ED.”

2. TERM:

This Agreement shall begin on July 1, 2023 and shall remain in full force and effect until June 30th 2024 unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. First 5 Humboldt may, in its sole discretion, immediately terminate this Agreement, if GRANTEE fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

- B. Termination Without Cause. First 5 Humboldt may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. First 5 Humboldt's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, First 5 Humboldt shall, at its sole discretion, determine whether this Agreement shall be terminated. First 5 Humboldt shall provide GRANTEE seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event this Agreement is terminated, GRANTEE shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to First 5 Humboldt due to a breach of this Agreement by GRANTEE.

4. GRANT FUNDS:

- A. Grant Amount. FIRST 5 agrees to pay GRANTEE a sum not to exceed sixty-seven thousand and five hundred dollars (\$67,500) towards GRANTEE'S costs in carrying out the First 5 Humboldt-Library Partnership. Costs for labor and materials shall be as set forth in the Project Budget attached hereto as Exhibit C and incorporated by reference. Deviations exceeding 10% of any single category proposed in the line item budget must receive written approval of the First 5 Humboldt ED.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Budget, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by GRANTEE, or compensated by First 5 Humboldt, without written authorization by First 5 Humboldt. Any and all unauthorized costs and expenses incurred above the maximum payable amount of sixty-seven thousand and five hundred dollars (\$67,500) shall be the responsibility of GRANTEE. GRANTEE shall notify First 5 Humboldt, in writing, at least six (6) weeks prior to the date upon which GRANTEE estimates that the maximum payable amount will be reached.

5. PROHIBITION AGAINST SUPPLANTING STATE OR LOCAL FUNDS:

GRANTEE shall comply with the requirements of Revenue and Taxation Code Section 30131.4, which provides that Proposition 10 funds shall only be used to supplement existing levels of service and not to fund existing levels of service. GRANTEE agrees that the grant funds received pursuant to this Agreement shall be used to enhance the quality or quantity of its services, and not to supplant existing funding, including state or local General Fund money.

6. COMPLIANCE WITH FIRST 5 REQUIREMENTS:

- A. GRANTEE shall comply with all rules, regulations, requirements, and directives of First 5 Humboldt as set forth in First 5 Humboldt's Strategic Plan, Evaluation Policy for Continuation of Existing Programs (Exhibit D), Social Media Policy (Exhibit E), Healthy Beverage Policy (Exhibit F), and other First 5 Humboldt policies, all of which are posted on the First 5 Humboldt website at www.first5humboldt.org.

- B. These rules, regulations, requirements, and directives include (but are not limited to) the following:
 - i. All Program leaders must be fingerprinted and undergo a background check to obtain a criminal clearance;
 - ii. Tobacco use is prohibited at all times at all places where Project activities occur;
 - iii. Grantees who wish to utilize social media during the Project must abide by the posting guidelines described in Sections 5.1 and 5.2 of the First 5 Humboldt Social Media Policy.

7. PAYMENT:

- A. Invoicing: GRANTEE shall submit an invoice to First 5 Humboldt no less frequently than quarterly, which itemizes all services rendered and costs and expenses incurred pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by First 5 Humboldt ED.
- B. Final Invoice: GRANTEE shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted by GRANTEE shall be sent to First 5 Humboldt at the following address:

First 5 Humboldt
 Mary Ann Hansen, Executive Director
 325 2nd St. Suite 201
 Eureka Ca 95501

8. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

First 5 Humboldt: First 5 Humboldt
 Mary Ann Hansen, Executive Director
 325 2nd St. Suite 201
 Eureka Ca 95501

GRANTEE: Chris Cooper, Director of Library Services
 Humboldt County Library
 County of Humboldt
 1313 Third Street
 Eureka, CA 95501

9. REPORTS:

GRANTEE shall submit an Interim Progress Report, describing the work accomplished in the first six-month period of this Agreement, to First 5 Humboldt no later than the 30th day of the month following that six (6) month period of the Agreement. GRANTEE shall submit a Final Progress Report, describing the work accomplished during the entire period of the Agreement, to First 5

Humboldt no later than the 30th day of the month following the Agreement's termination date. First 5 Humboldt shall provide Interim and Final Progress Report guidelines to GRANTEE no later than 45 days prior to the Report due dates. In addition to Interim and Final Reports, GRANTEE shall comply with all other reporting and evaluation requirements as set forth in GRANTEE's Project Scope of Work (Exhibit A), and Evaluation Plan (Exhibit B).

GRANTEE agrees to provide First 5 Humboldt with all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. GRANTEE shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

10. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. GRANTEE agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of GRANTEE, and its subGRANTEES, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. GRANTEE hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by First 5 Humboldt and any other duly authorized local, state and/or federal agencies. GRANTEE further agrees to allow interviews of any of its employees who might reasonably have information related to such records by First 5 Humboldt and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because GRANTEE's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by First 5 Humboldt.

11. MONITORING:

GRANTEE agrees that First 5 Humboldt has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor GRANTEE's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. GRANTEE will cooperate with a corrective action plan, if deficiencies in GRANTEE's records, programs or procedures are identified by First 5 Humboldt.

However, First 5 Humboldt is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of GRANTEE's performance hereunder.

12. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, GRANTEE may receive information that is confidential under local, state or federal law. GRANTEE hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

13. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, GRANTEE, and its sub-GRANTEES, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. GRANTEE further assures that it, and its sub-GRANTEES, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or

federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

14. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, GRANTEE certifies that it is not a Nuclear Weapons GRANTEE, in that GRANTEE is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. GRANTEE agrees to notify First 5 Humboldt immediately if it becomes a Nuclear Weapons GRANTEE as defined above. First 5 Humboldt may immediately terminate this Agreement if it determines that the foregoing certification is false or if GRANTEE subsequently becomes a Nuclear Weapons GRANTEE.

15. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, GRANTEE certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. GRANTEE's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of GRANTEE's Drug-Free Policy Statement; and
 - 2. Agree to abide by GRANTEE's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

16. INDEMNIFICATION:

- A. Mutual Indemnity:. Each party hereto shall hold harmless, defend and indemnify the other party, and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations

contained herein; except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.

- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

17. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth hereunder, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, and worker's compensation policies

18. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that GRANTEE shall not be entitled to any benefits to which First 5 Humboldt employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. GRANTEE shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and sub-GRANTEES.

19. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. GRANTEE agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. GRANTEE agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. GRANTEE agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. GRANTEE agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current

and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, First 5 Humboldt's Conflict of Interest Code, all as may be amended from time to time.

20. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by GRANTEE in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by First 5 Humboldt constitute a waiver of any breach of this Agreement which may then exist on the part of GRANTEE. Nor shall such payment impair or prejudice any remedy available to First 5 Humboldt with respect to the breach or default. First 5 Humboldt shall have the right to demand repayment of, and GRANTEE shall promptly refund, any funds disbursed to GRANTEE which First 5 Humboldt determines were not expended in accordance with the terms of this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid

unless made in writing and signed by the parties hereto.

27. NON-LIABILITY OF First 5 Humboldt OFFICIALS AND EMPLOYEES:

No official or employee of First 5 Humboldt shall be personally liable for any default or liability under this Agreement.

28. STANDARD OF PRACTICE:

GRANTEE warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. GRANTEE's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

29. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by GRANTEE shall become the property of First 5 Humboldt. However, GRANTEE may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, GRANTEE shall promptly turn over all such documents, information and reports to First 5 Humboldt without exception or reservation.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from First 5 Humboldt prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. GRANTEE shall inform First 5 Humboldt of all requests for interviews by the media related to this Agreement before such interviews take place; and First 5 Humboldt shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to First 5 Humboldt ED in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

GRANTEE shall obtain prior written approval from First 5 Humboldt before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement. GRANTEE shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by First 5 Humboldt or not.

33. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt First 5 Humboldt Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3.D – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information, and Section 14 – Indemnification, shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

36. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

39. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

41. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

For County of Humboldt

By: _____

Date: _____

Name: _____

Title: Chair, Humboldt County Board of Supervisors

For First 5 Humboldt :

By: _____

Date: _____

Mary Ann Hansen
Executive Director, First 5 Humboldt

AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: 01/18/2024

Risk Management
County of Humboldt

LIST OF EXHIBITS:

Exhibit A – Scope of Work

Exhibit B – Evaluation Plan

Exhibit C - Budget

Exhibit D - First 5 Humboldt Program Evaluation Policy

Exhibit E - First 5 Humboldt Social Media Policy

Exhibit F - First 5 Humboldt Healthy Beverage Policy

EXHIBIT A

**Humboldt County Library Partnership
EXHIBIT A
Scope of Work
July 2023 – June 2024**

Measurable Objectives	Major Activities	Documentation of Work Performed
<p>1. <i>Promote Humboldt County Library as a Family Friendly Place and continue to make the 'Family Spaces' in all county library facilities more appealing and welcoming to at-risk, multilingual and ethnic families</i></p>	<p>1 a) Maintain and enhance Parenting Corners and children's collections in the Main Library and branches. 1.b) Promote library resources for children and families in print, website, and social media</p>	<p>Photographs of Parenting Corners and other family spaces in Libraries. List which Branches have Parenting Corners (or just 'all) in reports Examples of promotion efforts included in Reports.</p>
<p>2. <i>Continue to enhance the collections of family support resources, multi-lingual materials, audiovisual, and other core collections for the young child</i></p>	<p>2 Purchase, catalogue, distribute, and publicize new collection materials for young children and families as needed,</p>	<p>List of new materials purchased.</p>
<p>3. <i>Continue programming for families, parents and childcare providers</i></p>	<p>3 a). Continue outreach efforts including Storytime, Family Literacy Nights, and other Outreach programs in main library and branch libraries, including partnering with agencies and community groups like FAAN, HCOE, Paso a Paso, Arcata Playhouse, storytellers and musicians, First 5 Humboldt Playgroups and other community resources.</p>	<p>List of outreach events, including attendance, in reports (see Eval Plan)</p>
<p>4. <i>Support Kindergarten Transition Activities and School Readiness</i></p>	<p>4) Continue to identify and purchase materials about school readiness and starting school.</p>	<p>Invoices of purchased materials</p>

EXHIBIT A

<p>8. Provide ongoing training for staff</p>	<p>Participate in technical assistance/other activities provided by First 5 and/or First 5 designees that will encourage or support:</p> <ul style="list-style-type: none"> - increasing skills to provide appropriate outreach and a welcoming environment to diverse families and caregivers including those who reflect diversity of race, ethnicity, gender, age, sexual orientation, income, or ability. - ensure that outreach, inclusion, and program activities are culturally proficient - explore and report on strategies to increase comfort levels for parents visiting the library with young children.. 	<p>Include staff trainings in reports.</p>
<p>9. Reporting and communication with First 5 Humboldt throughout the year</p>	<p>9.a) Submit timely Interim and Final Reports b) Review SOW and Evaluation Plan, and meet quarterly with First 5 to discuss current activities and opportunities</p>	<p>Interim and Final Reports which include stories of family experiences and successes and challenges encountered through the year.</p>
<p>10. Program Evaluation and Attendance Tracking</p>	<p>10a) Promote and collect Library Surveys and project surveys 10b) Track and report attendance/participant numbers for all events, workshops, Leap into Literacy</p>	<p>Include with Interim and Final Reports, or as available.</p>

**Humboldt County Library Partnership
Exhibit B
Evaluation Plan
2023-2024**

Benchmarks for FY 23-24:

- *At least 75% of parents/caregivers completing Participant Surveys/Library patron surveys November – February will report feeling that the library is family friendly (biennially, not in 2023-24 year)*
- **At least 80% of ECE providers participating in Leap into Literacy report increased reading to children in their care as a result of the program**
- **The library will add new children’s materials by/about American Indians/Native Americans**
- **The library will add new children’s Spanish language materials to its collection**
- **Reports will be submitted on time and will include participation numbers.**

Information/data to be gathered	How data will be gathered	Connection to SOW	When	Who will do tasks or provide data
1. Parent satisfaction and perceptions of library as family friendly place	<ul style="list-style-type: none"> • Participant surveys (from other funded projects) • Library patron survey at all branches 	# 10	Biennially (not happening in 2023-24 year)	Surveys developed and analysis done by First 5 Humboldt Evaluators; Surveys distributed and collected by funded projects and library staff
2. Outreach efforts to target audiences	<ul style="list-style-type: none"> • Photographs of Parenting Corners in Eureka and branch libraries (preferably being enjoyed by families) • Samples of Social Media posts 	#1 a	With reports	Library staff

EXHIBIT B

groups, site visits, and other evaluation activities as requested	interviews of library families, LIL participants, or similar.			
8. Interim and final reports	Interim and final reports	9	January and July 2024	Library staff

Partnership Proposal
First 5 Humboldt -- Humboldt County Library
July 2023 - June 2024
Proposed Budget

	July - Dec 2023	Jan - June 2024	Budgeted Amount
Personnel			
Outreach Coordinator	\$ 27,000.00	\$ 27,000.00	\$ 54,000.00
Library Assistant	\$ 2,888.00	\$ 2,889.00	\$ 5,777.00
Total	\$ 29,888.00	\$ 29,889.00	\$ 59,777.00
Materials			
Children's collection	\$ 1,100.00	\$ 1,100.00	\$ 2,200.00
Parenting collection	\$ 300.00	\$ -	\$ 300.00
Leap into Literacy books	\$ 473.00	\$ -	\$ 473.00
Materials for programs and spaces	\$ -	\$ 100.00	\$ 100.00
Total	\$ 1,873.00	\$ 1,200.00	\$ 3,073.00
Operating expenses			
Travel	\$ 1,750.00	\$ 1,750.00	\$ 3,500.00
Special Events	\$ -	\$ 400.00	\$ 400.00
Promotions	\$ -	\$ -	\$ -
Supplies for programs and spaces	\$ -	\$ -	\$ -
Supplies for processing books	\$ 590.00	\$ 160.00	\$ 750.00
Total	\$ 2,340.00	\$ 2,310.00	\$ 4,650.00
Grand Total	\$ 34,101.00	\$ 33,399.00	\$ 67,500.00

Attachment D
F5H-Library Agreement FY 2023-24

FIRST 5 HUMBOLDT
Evaluation Policy for Continuation of Existing Programs

Last Amended: September 13, 2016

Background. FIRST 5 HUMBOLDT invests in young children and their families to promote human dignity, human relationships, and engaged communities. Its work is based on community building. Community building is a process that takes place over time. FIRST 5 HUMBOLDT recognizes the programs it funds will also take time to achieve desired results. To ensure that funded programs are making real progress towards achieving desired results, program evaluation will be an integral and necessary component of all funding.

Program evaluation is two pronged: 1) To gain direction for improvement as programs are implemented, and 2) To determine program effectiveness over time. In the Strategic Plan 2005-2008, the Commission's approach to evaluation termed *Pathways Actions* was outlined and described. *Pathways Actions* is a progressive system of measurement that examines results over time. It is based on the Pathways Mapping Initiative established in January 2000 as part of the Project on Effective Interventions at Harvard University and developed in partnership with the Technical Resource Center of the Annie E. Casey Foundation. This system of results-based accountability enables FIRST 5 HUMBOLDT to both allow funded programs the time needed to achieve desired results and ensure they are making adequate progress. In 2009, *Pathways Actions* was renamed The Evaluation Framework.

Policy. It is the policy of FIRST 5 HUMBOLDT to evaluate the programs it funds in the areas identified in the most recent strategic plan using a system of results-based accountability. FIRST 5 HUMBOLDT will establish benchmarks for minimum compliance for each program, determine achievement of benchmarks and progress towards achieving desired results through an analysis of the evaluation data submitted by programs. This data will include interim and final reports as well as input from: survey, focus group and interview results; service contacts; participant numbers; site visits; state or local data; and other data as determined by FIRST 5 HUMBOLDT and the program.

Benchmark indicators will be established based on bottom-line practices for playgroups and other best practice standards as relevant to each program. Programs which meet benchmarks will be considered for continued funding. However, achieving benchmarks does not represent an assurance of continued funding, only a minimum standard for consideration through deeper analysis. This evaluation analysis will be guided by the scope of work for each program, FIRST 5 HUMBOLDT strategic goals, current best practices in the fields of work related to each program, and a comparison of program data to the appropriate indicators of the First 5 Humboldt Evaluation Framework. Feedback will be provided to programs on interim reports, identifying strengths and areas of concern. Data to be submitted and benchmarks to be achieved by each funded program will be detailed in the evaluation plan and/or evaluation section of the legal agreement executed by the program and FIRST 5 HUMBOLDT.

Attachment D
F5H-Library Agreement FY 2023-24

The Program Evaluation Process

1. In February of each year, FIRST 5 HUMBOLDT staff and evaluators will review all data from funded programs and prepare an analysis of progress achieved towards the indicators since the program began or since the prior program review.
2. In March of each year, the analysis will be presented to the FIRST 5 HUMBOLDT Program Evaluation Team and the Program Evaluation Team will prepare recommendations for the Commission. The Program Evaluation Team will include Commissioners, representatives from Commission Subcommittees including representation from the Evaluation Action Team and the Fiscal Subcommittee, and FIRST 5 HUMBOLDT staff. Recommendations from the Program Evaluation Team may include:
 - Recognition of success and results
 - Concerns about program effectiveness
 - Suggestions for program improvements
 - Establishment of additional benchmarks
 - Requirements for continued funding
 - Conducting an in-depth review
 - Funding allocations
3. In April of each year, the Program Evaluation Team's recommendations will be presented to FIRST 5 HUMBOLDT at a regularly scheduled Commission meeting.
4. The Commission will use the recommendations to:
 - Acknowledge program leaders, partners, and communities for their achievements.
 - Provide guidance for improvements to existing programs.
 - Identify requirements for continued funding of existing programs as needed.
 - Determine funding allocations for existing programs within the budget decision-making process.
 - Determine funding decreases for existing programs, and the elimination of funding for existing programs.
5. No later than June 30th of each year, funding allocations including funding decreases/increases, and/or the elimination of funding for existing programs will be acted upon by the Commission at a regularly scheduled meeting. Guidance for program improvements and requirements for continued funding will be attached to each funding award as needed.
6. The Commission will recognize program results and successes by acknowledgement of programs, partners, and communities in our annual community report.

Exhibit E
F5H-Library Agreement FY 2023-24

FIRST 5 HUMBOLDT
Humboldt County Children and Families Commission
Social Media Policy

Effective Date: January 16, 2014

1. PURPOSE

1.1 The Humboldt County Children and Families Commission believes that social media is a valuable resource with the potential to expand the Commission's ability to educate and connect with members of the Humboldt County community. Nevertheless, the technology brings an openness that is new to many organizations, and frequently invites a dramatic shift in communication style. The purpose of this policy is to provide a structure that will allow FIRST 5 HUMBOLDT representatives and third-party associates to participate safely and effectively in the fast-changing landscape of social media on the Internet.

2. SCOPE OF THE POLICY

2.1. The policy applies to all representatives of FIRST 5 HUMBOLDT when communicating on behalf of the Commission.

2.2. Grantees fulfilling obligations through executed agreements with FIRST 5 HUMBOLDT must agree to abide by the posting guidelines described in Sections 5.1 and 5.2 of this Policy.

3. DEFINITIONS

1.1 FIRST 5 HUMBOLDT Representatives are (but are not limited to) Commissioners, Commission staff, and contracted consultants for the Commissioners.

1.2 A social media account is any on-line (Internet) communication tool designed to:

1.2.1 Assist with FIRST 5 HUMBOLDT program implementation.

1.2.2 Assist with public education specific to children age 0-5 and their families.

4. MANAGEMENT AND OVERSIGHT

4.1. All social media accounts must be approved by the Executive Committee before they are created. Responsibility for management of FIRST 5 HUMBOLDT social media accounts will be assigned by the Executive Director.

5. POSTING RULES

5.1. Postings must not violate any federal, state, or municipal laws. They must not:

5.1.1. Violate rights of trademark or copyright holders, including use of non-public text, images, etc.;

5.1.2. Reveal information about ongoing investigations;

5.1.3. Circumvent public record laws.

5.2. Postings must maintain professionalism by:

Exhibit E

F5H-Library Agreement FY 2023-24

- 5.2.1. Identifying FIRST 5 HUMBOLDT by name whenever posting on behalf of the commission.
- 5.2.2. Using only appropriate language that is not foul, derogatory, disrespectful, inaccurate, or threatening.
- 5.2.3. Using social media in a productive and informative manner.
- 5.2.4. Being aware that what is written or posted by way of photographs or audio files will reflect on the Humboldt County Children and Families Commission; and use caution and care so that no use of social media results in damage to the organization or reputation of FIRST 5 HUMBOLT.
- 5.2.5. Not providing, or publishing confidential material, or using such material as part of any posting.
- 5.2.6. Not commenting on a community partner's practices.
- 5.2.7. Not providing information relating to pending grant decisions, or other policy matters that could compromise negotiations between FIRST 5 HUMBOLDT and third party entities.
- 5.2.8. Be aware that all content added to a social media site is subject to open records laws and discovery rules in legal cases.
- 5.2.9. Be aware of the wide accessibility and the potential for long-term publicity of online posts.
- 5.2.10. Do not direct online users to sites that are not viable, ethical, legal, and moral, or sites that would violate any administrative directives, such as those for political activity, fraud, waste, or abuse.

5.3. Content Guidelines

- 5.3.1. Ensure that postings deliver a message that is consistent with FIRST 5 HUMBOLDT goals and directives, especially the four focus areas of Child Health, Family Strengthening, Early Childhood Care & Education, and Systems Integration.
- 5.3.2. The Commission may approve endorsements of products or commercial enterprises (movie, books, activity) ONLY under exceptional circumstances (the content should be newsworthy, essential to one of our four focus areas, and not cost prohibitive). Representatives must apply directly to the Executive Director for permission to endorse a product or enterprise.
- 5.3.3. Whenever possible, use social media to direct traffic to our primary website—
www.first5humboldt.org
- 5.3.4. Promote FIRST 5 HUMBOLDT by finding and sharing information that is interesting and helpful to our followers. If possible, encourage them to share with their network and provide an example of how to do this.
- 5.3.5. As a FIRST 5 HUMBOLDT representative, be cognizant of the fact that you are part of the Commission's brand, therefore be sure that what you post is related to FIRST 5 HUMBOLDT's work and is not controversial. If there is uncertainty, discuss with the Executive Director.
- 5.3.6. FIRST 5 HUMBOLDT's audience is comprised of stakeholders, politicians, and grantees. Communication should be clear, accurate, and useful.
- 5.3.7. Maintain correct punctuation and grammatical usage and proofread postings to eliminate misspellings.

5.4. Managing Comments.

- 5.4.1. Positive comments should be noted and archived.
- 5.4.2. Misinformed comments should be politely corrected.

Exhibit E
F5H-Library Agreement FY 2023-24

- 5.4.3. Critical comments that don't merit correction should be ignored.
- 5.4.4. Vulgar or extremely off-topic comments should be removed.
- 5.4.5. Don't remove a post just because it is critical or misinformed. It's an opportunity to educate.
- 5.4.6. Think before responding to hate-speech or negative comments. For FIRST 5 HUMBOLDT Representatives, discuss with the Executive Director before taking action.

6. SECURITY AND CONFIDENTIALITY

- 6.1. All social media sites are the property of the Humboldt County Children and Families Commission. All User IDs and passwords must be disclosed to the Executive Director.
- 6.2. FIRST 5 HUMBOLDT representatives may not neglect or abuse their social media accounts. Accounts must be monitored a minimum of once a week, and any breaches must be reported within 24 hours of discovery.
- 6.3. FIRST 5 HUMBOLDT representatives and grantees must be mindful to prevent fraud and unauthorized access to accounts, and preserve the confidentiality of access passwords.

References

- County of Humboldt, Social Media Policy, 2012.
- First 5 Fresno County, Internal Social Media Guidelines, 2012.
- First 5 Ventura County, Social Media Guidelines, 2011.



Healthy Beverage Policy

Effective Date: May 19, 2015

FIRST 5 HUMBOLDT strives to promote health and wellness through the promotion of healthy beverages. All FIRST 5 staff, and grantees receiving FIRST 5 funding, are expected to be role models for the families they serve. Given the strong link between sugar-sweetened beverage consumption and obesity, beverages purchased with funding received from FIRST 5 HUMBOLDT and served during FIRST 5 HUMBOLDT funded events, meetings, programs, activities, and celebrations are required to meet the following nutritional guidelines:

Beverages for Children

As mentors and role models for children and families, FIRST 5 HUMBOLDT recommends that grantees provide the following healthy opportunities to the community:

- Provide water free of charge, served in pitchers rather than individual plastic bottles, whenever possible to reduce the environmental impact.
- Healthy beverages for children in addition to water:
 - Unflavored milk, e.g. cow, goat, soy, rice, almond, oat, etc. (ages 2 and older);
 - Carbonated water with no sweeteners, flavored or unflavored;
 - 100% fruit juice portioned according to the American Academy of Pediatrics, 4-6 oz. for children ages 2 – 6;
 - Consider whole fruit slices in place of juice.



Beverages for Adults

During meetings and events where there are ONLY adults, the following beverage recommendations apply:

- Water with no sweetened additives;
- Non-caloric beverages, such as coffee or tea;
- Carbonated water with no sweeteners, flavored or unflavored;
- Unflavored milk, e.g. cow, goat, soy, rice, almond, oat, etc.
- 100% fruit juice.

Regardless of funding source, FIRST 5 HUMBOLDT strongly encourages serving healthy beverages during activities for young children and their families.