

**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 ___ day of _____ 2020, by and between the Humboldt County Children and Families Commission (aka First 5 Humboldt), a governmental entity, hereinafter referred to as “F5H,” and the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “GRANTEE,” is made upon the following considerations:

WHEREAS, F5H 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, F5H 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, F5H has approved grant funding to GRANTEE’s F5H Library Partnership program for Fiscal Year 2020-21; and

WHEREAS, F5H 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 (Program), 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 F5H Executive Director or a designee thereof, hereinafter referred to as “F5H ED.”

2. TERM:

This Agreement shall begin on July 1, 2020 and shall remain in full force and effect until June 30th 2021 unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. Either party may 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. Either party 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. F5H'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, F5H shall determine whether this Agreement shall be terminated. F5H 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 F5H due to a breach of this Agreement by GRANTEE.

4. GRANT FUNDS:

- A. Grant Amount. F5H 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 F5H-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 F5H 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 F5H, without written authorization by F5H. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of GRANTEE. GRANTEE shall notify F5H, 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 as set forth in F5H's Strategic Plan, F5H HUMBOLDT Evaluation Policy for Continuation of Existing Programs (Exhibit D), F5H HUMBOLDT Social Media Policy (Exhibit E), F5H HUMBOLDT Healthy Beverage Policy (Exhibit F), and other F5H policies, to the extent they do not conflict with GRANTEE's adopted policies, all of which are posted on the F5H 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 F5H HUMBOLDT Social Media Policy, to the extent it does not conflict with GRANTEE's adopted policies.

7. PAYMENT:

- A. Invoicing: GRANTEE shall submit an invoice to F5H 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 F5H 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 F5H 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.

F5H: First 5 Humboldt
Mary Ann Hansen, Executive Director
325 2nd St. Suite 201
Eureka Ca 95501

GRANTEE: Chris Cooper, Acting 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 F5H 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 F5H no later than the 30th day of the month following the Agreement's termination date. F5H 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), Evaluation Plan (Exhibit

B), and the terms of the F5H HUMBOLDT Evaluation Policy for Continuation of Existing Programs (Exhibit D).

GRANTEE agrees to provide F5H with any and 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 F5H 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 F5H 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 F5H.

11. MONITORING:

GRANTEE agrees that F5H 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 F5H. However, F5H 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, the parties may receive information that is confidential under local, state or federal law. The parties hereby agree 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, the parties 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. The parties further assure that they, and their 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 F5H immediately if it becomes a Nuclear Weapons GRANTEE as defined above. F5H 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 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 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 workers' compensation policies.
- B. Insurance Notices. Any and all insurance notices required to be given hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

F5H: First Five Humboldt
 Attention: Dan Berman
 325 2nd St, Suite 201
 Eureka, California 95501

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

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 neither party shall be entitled to any benefits to which the other provides employees, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and sub-contractors.

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, F5H'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 either party 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.

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. 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.

28. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from F5H prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. GRANTEE shall inform F5H of all requests for interviews by the media related to this Agreement before such interviews take place; and F5H shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to F5H ED in accordance with the notice requirements set forth herein.

29. SUBCONTRACTS:

GRANTEE shall obtain prior written approval from F5H 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 F5H or not.

30. 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 County 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.

31. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3.D – Compensation Upon Termination, Section 10 – Record Retention and Inspection, Section 12 – Confidential Information, and Section 16 - Indemnification, shall survive the expiration or termination of this Agreement.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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

INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____

Date: 10/2/2020

Risk Management
County of Humboldt

LIST OF EXHIBITS:

Exhibit A – Scope of Work

Exhibit B – Evaluation Plan

Exhibit C - Budget

Exhibit D - F5H Program Evaluation Policy

Exhibit E - F5H Social Media Policy

Exhibit F - F5H Healthy Beverage Policy

First 5 Humboldt Library Partnership
EXHIBIT A
Scope Of Work
July 2020 - June 2021

COVID-19 Pandemic Impact and this Scope of Work

The ongoing COVID-19 pandemic and associated public health restrictions will require flexibility in implementing the Scope of Work for the F5H-Library Partnership. This Scope of Work includes the normal Activities that the Partnership will undertake when public health guidance allows, as well as a brief description of how these activities may be affected by the pandemic - primarily through offering programs online, outside, or in other formats that meet current public health guidelines.

The F5H-Library Partnership Team will work cooperatively to evaluate the effectiveness of programming and consider adaptive changes to the Scope of Work as the public health situation changes.

COVID-19 driven changes to the Scope of Work are underlined

Library Partnership Goal: The library will strengthen its existing systems and build its capacity for serving 0-5 children and their families, with a focus on isolated rural residents, families living in poverty, Latino and Native American populations.

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed	COVID-19 Impact (by Activity)
<p><i>1. Incorporating appropriate Family Place concepts; 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>1a). Continue to identify websites of partner agencies for possible linkages to library website or to provide them content about library programs for children and parents.</p>	<p>July 2020- June 2021</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>List of websites</p>	<p><u>1a - Increased activity focused on website and social media with First 5 and other partners to connect online families with educational resources.</u></p>
	<p>1 b). Continue to make collection materials more accessible through library displays and booklists.</p>	<p>July 2020- June 2021</p>	<p>Children’s Librarian</p>	<p>Copies of booklists</p>	<p><u>1b-1f - Less focus on physical materials generally, but a potential opportunity to update materials and displays while closed</u></p>

First 5 Humboldt Library Partnership
EXHIBIT A
Scope Of Work
July 2020 - June 2021

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed	COVID-19 Impact (by Activity)
<p><i>1. Incorporating appropriate Family Place concepts; 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><i>2. Enhance the collections of family support resources, multi-lingual materials, audiovisual, and other core collections for the young child</i></p>	<p>1 c). Continue to contact agencies serving families and children for brochures and newsletters to be made available in Parenting Corner.</p>	<p>July 2020- June 2021</p>	<p>Children's Librarian Outreach Coordinator</p>	<p>List of organizations contacted</p>	<p><u>1b-1f - Less focus on physical materials generally, but a potential opportunity to update materials and displays while closed</u></p>
	<p>1 d). Continue to promote and maintain Parenting Corners in the Main Library and branches</p>	<p>July 2020- June 2021</p>	<p>Outreach Coordinator Children's Librarian</p>	<p>Photographs of Parenting Corners</p>	
	<p>1 e). Continue to identify specific items for Main Library and Branches that will make the 'Family Spaces' more appealing and accessible to the target audience, based on the Focus Group reports, patron input and Family Place concepts.</p>	<p>July 2020- June 2021</p>	<p>Children's Librarian Branch Library Staff Outreach Coordinator</p>	<p>Photographs of children's/family spaces in all library facilities</p>	
	<p>1 f). Purchase the educational toys, puzzles, rugs, furniture, and other items to meet this objective.</p>	<p>July 2020- June 2021</p>	<p>Children's Librarian, Executive Secretary</p>	<p>Invoices of purchased items</p>	
	<p>2 a). Evaluate existing collection, noting replacement needs and soliciting input from Branch Library staff.</p>	<p>July 2020- June 2021</p>	<p>Children's Librarian Outreach Coordinator,</p>	<p>Analysis of feedback</p>	

First 5 Humboldt Library Partnership
EXHIBIT A
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July 2020 - June 2021

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed	COVID-19 Impact (by Activity)
<p><i>2. Continue to enhance the collections of family support resources, multi-lingual materials, audiovisual, and other core collections for the young child</i></p>	2 b). Review, select and purchase 500-800 new items for the children’s collection and 25-40 items for the Parenting Corner.	July 2020- June 2021	Children’s Librarian	Invoices of purchased materials	<p><u>2a-e Less focus on physical collection materials.</u></p>
	2 c). Catalog and process materials for circulation.	July 2020- June 2021	Cataloging Librarian Office Assistant	Computer catalog listing of items and their locations on file at the library	
	2 d). Distribute to Branch Library locations.	July 2020- June 2021	Shipping Department	Distribution list	
	2 e). Publicize availability of collections.	July 2020- June 2021	Children’s Librarian Eureka Library Facebook team	Copies of newspaper articles, FB posts, press releases	
<p><i>3. Continue programming for families and conduct quarterly workshops for parents and childcare providers</i></p>	3 a). Continue Storytime and Outreach programs in main library and branch libraries, including Hoopa	July 2020- June 2021	Children’s Librarian Outreach Coordinator Branch Staff	Attendance statistics; Copies of publicity	<p><u>3a-h The Library will work with the listed partners to move these services and programs online where feasible until they can be held safely in person, and to identify alternative programming to accomplish the underlying goals of this grant</u></p>
	3 b). Continue Family Literacy Night in Eureka in partnership with Humboldt Literacy Project.	July 2020- June 2021	Children’s Librarian Outreach Coordinator	Attendance statistics; Invoices for performers	
	3c). Partner with FAAN, HCOE, and other groups to provide quarterly workshops such as decoding the English Language and Every Child	July 2020- June 2021	Children’s Librarian Outreach Coordinator	Attendance statistics; Copies of publicity	

First 5 Humboldt Library Partnership
EXHIBIT A
Scope Of Work
July 2020 - June 2021

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed	COVID-19 Impact (by Activity)
<p>3. Continue programming for families and conduct quarterly workshops for parents and childcare providers</p>	<p>Ready to Read (in English and Spanish) for parents and childcare providers.</p>	<p>July 2020- June 2021</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>Attendance statistics; Invoices for workshops; Flyers and publicity</p>	<p><u>3a-h (continued) The Library will work with the listed partners to move these services and programs online where feasible until they can be held safely in person, and to identify alternative programming to accomplish the underlying goals of this grant</u></p>
	<p>3d). Continue programming for families with young children, including Baby Read & Grow Time and Baby Sign Workshops.</p>	<p>July 2020- June 2021</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>Attendance statistics; Invoices for workshops; Flyers and publicity</p>	
	<p>3e). Work with Paso a Paso and other groups to explore ways to offer Baby Signs to Spanish speaking families</p>	<p>July 2020- June 2021</p>	<p>Outreach Coordinator Children’s Librarian</p>	<p>Results of activities documented in reports</p>	
	<p>3 f). Purchase Storytelling Aids (puppets, flannel board and other items) that make books come alive for very young children.</p>	<p>July 2020- June 2021</p>	<p>Children’s Librarian working with volunteers and workshop providers</p>	<p>Invoices for purchased items</p>	
	<p>3 g). Update and maintain list of performers, community helpers and organizations willing to present programs. Share list with appropriate partners.</p>	<p>July 2020- June 2021</p>	<p>Children’s Librarian working with volunteers and workshop providers</p>	<p>Copy of list</p>	
<p>3h). Continue outreach to First 5 PFS Programs and playgroups; conduct targeted outreach based on survey results and comments. Work with F5 Humboldt in July/August 2020 to revisit the list of targeted sites and</p>	<p>July 2020- June 2021</p>	<p>Children’s Librarian, Outreach Coordinator</p>	<p>List of activities</p>		

First 5 Humboldt Library Partnership
EXHIBIT A
Scope Of Work
July 2020 - June 2021

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed	<u>COVID-19 Impact (by Activity)</u>
<p><i>4. Support Kindergarten Transition Activities and School Readiness</i></p> <p><i>5. Continue outreach to Latino Community</i></p>	<p>possible activities. Focus should continue to be on serving playgroups and other groups with younger children attending as well as groups with higher rates of Spanish language and American Indian/Native American attendees. Consider strategies to disseminate information about library activities such as articles and through social media (e.g. First 5 Humboldt’s Facebook page) if/when possible as well as Storytime and literacy development support</p> <p>4 a). Explore ways to work with CPIN and other groups to collaborate on activities to support children and parents being ready for school</p> <p>4 b). Continue to identify and purchase materials about school readiness and starting school.</p> <p>5 a). Continue to promote availability of Library card applications and policy information in Spanish. Work</p>	<p>July 2020- June 2021</p> <p>July 2020- June 2021</p> <p>July 2020- June 2021</p>	<p>Children’s Librarian Outreach Coordinator</p> <p>Children’s Librarian Outreach Coordinator</p> <p>Children’s Librarian Acquisitions and</p> <p>Technical Services Staff Outreach</p>	<p>List of activities</p> <p>Invoices of purchased materials; computer catalog listings</p> <p>List of activities; Copies of publicity</p>	<p><u>4. The Library will work with CPIN and others to provide educational resources and school readiness support online.</u></p> <p><u>5. The Library will ensure online resources are available in Spanish, and will maintain relationships with partners to improve outreach and resources to Spanish speaking community members.</u></p>

First 5 Humboldt Library Partnership
EXHIBIT A
Scope Of Work
July 2020 - June 2021

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed	COVID-19 Impact (by Activity)
	<p>with Latino Net, Network of FRCs, and others on ways to best reach Spanish-speaking families in this political climate</p> <p>5 b). Continue to attend Latino Net, Latino Childcare Providers and other Latino meetings to promote the Library and to key into community concerns.</p> <p>5 c). Provide Storytimes and literacy promotion to Spanish speaking groups such as Paso a Paso, churches, playgroups, and other identified groups.</p> <p>5 d). Purchase additional Spanish and Bilingual materials for the Leap into Literacy program.</p> <p>5 e). Purchase additional Spanish and Bilingual materials for the Main Library and the Branches; catalog and process for circulation (see Objective 2).</p>	<p>July 2020- June 2021</p> <p>July 2020- June 2021</p> <p>July 2020- June 2021</p> <p>July 2020- June 2021</p>	<p>Coordinator Children's Librarian</p> <p>Outreach Coordinator</p> <p>Outreach Coordinator</p> <p>Children's Librarian Acquisitions and Technical Services Staff</p> <p>Children's Librarian Office Assistant Cataloging Librarian</p>	<p>Reports</p> <p>List of activities; Attendance Statistics; Copies of Publicity</p> <p>Invoices of purchased collection materials</p> <p>Invoices of purchased materials; computer catalog listing of items and locations</p>	<p><u>5. The Library will ensure online resources are available in Spanish, and will maintain relationships with partners to improve outreach and resources to Spanish speaking community members.</u></p>

First 5 Humboldt Library Partnership
EXHIBIT A
Scope Of Work
July 2020 - June 2021

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed	COVID-19 Impact (by Activity)
<p>6. Continue to work with the Native American community to improve services</p>	<p>6 a). Continue to participate in Chalk It Up to Books in Hoopa and other Native American events/activities as appropriate</p>	<p>July 2020- June 2021</p>	<p>Outreach Coordinator Children’s Librarian Branch staff</p>	<p>List of events/activities; Attendance statistics; Copies of publicity</p>	<p><u>6. The Library will maintain relationships with Native American partners to improve outreach and resources in these communities throughout the pandemic</u></p>
	<p>6 b). Continue providing storytimes, outreach, and other activities as appropriate at Hoopa Library (see objective 3).</p>	<p>July 2020- June 2021</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>Invoice for performers; Attendance statistics; Copies of publicity</p>	
	<p>6 c). Work with Northcoast Storytellers and others to provide programming with Native American Storytellers.</p>	<p>July 2020- June 2021</p>	<p>Children’s Librarian Outreach Coordinator Branch Staff</p>	<p>List of activities Attendance statistics; invoices for performers</p>	
	<p>6 d). Coordinate and collaborate with other community agencies serving the Native American population, including current sites for Leap into Literacy in Hoopa, Orleans, Willow Creek, and the Bear River Rancheria and other tribes/groups as appropriate to promote library services and build on our working relationships.</p>	<p>July 2020- June 2021</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>Outreach Coordinator Monthly Report</p>	
	<p>6 e). Continue to purchase Native American books and AV produced for use with young children (see Objective 2).</p>	<p>July 2020- June 2021</p>		<p>Invoices of purchased materials; computer catalog listing of items and locations</p>	

First 5 Humboldt Library Partnership
EXHIBIT A
Scope Of Work
July 2020 - June 2021

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed	COVID-19 Impact (by Activity)
<p><i>7. Maintain Leap into Literacy Program with deliveries of deposit collections and theme-based kits to select preschools and agencies serving the target audience</i></p>	<p>7 a). Continue to lease delivery van to facilitate increased volume of materials taken to sites in outlying areas.</p> <p>7 b). Purchase additional materials for deposit collections and theme-based kits to replace lost or damaged items and to keep the collections fresh.</p> <p>7 c). Continue to collect evaluation forms and to be responsive to suggestions for improving the service.</p> <p>7e) Explore ways to explore requirements for participating in Leap Into Literacy to make it more feasible, including using branch libraries as distribution sites, having “Bay Area” sites pick up materials directly from the library, developing terms for agreements with sites (including looking at ways to increase parental involvement, library visits/use by providers and families, etc)</p>	<p>July 2020- June 2021</p> <p>July 2020- June 2021</p> <p>July 2020- June 2021</p> <p>July 2020- June 2021</p>	<p>Children’s Librarian Office Assistant</p> <p>Library Director</p> <p>Children’s Librarian Office Assistant</p> <p>Outreach Coordinator</p>	<p>Invoice for vehicle lease</p> <p>Invoices of purchased collection materials</p> <p>Evaluation Forms</p> <p>List of activities Copy of Agreement</p>	<p><u>7. Coordinate with F5H and other partners on distribution opportunities to get materials into the hands of families during this pandemic.</u></p>

First 5 Humboldt Library Partnership
EXHIBIT A
Scope Of Work
July 2020 - June 2021

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed	COVID-19 Impact (by Activity)
<p><i>8. Cultivate a network of partner agencies and organizations serving the target audience</i></p>	<p>8 a). Write and distribute regular communications, informational and promotional items to partner networks; attend meetings when appropriate.</p>	<p>July 2020- June 2021</p>	<p>Outreach Coordinator Children’s Librarian</p>	<p>Outreach Coordinator Monthly Report</p>	
	<p>8 b). Actively seek out new partnerships in the community and work with other agencies to fulfill our mutual goals.</p>	<p>July 2020- June 2021</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>Outreach Coordinator Monthly Report</p>	
	<p>8c). Explore partnerships with community groups and agencies to use Humboldt County Library system and programs</p>	<p>July 2020- June 2021</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>List of partners; List of activities; Publicity from events; Attendance statistics</p>	
	<p>8 d). Continue to work with established print and electronic newsletters, radio, social media and other methods to publicize the Humboldt County Library and its services.</p>	<p>July 2020- June 2021</p>	<p>Children’s Librarian Outreach Coordinator</p>	<p>Outreach Coordinator Monthly Report; copies of newsletter articles</p>	
<p><i>9. Provide ongoing training for staff</i></p>	<p>9 a). Attend relevant workshops and training sessions</p>	<p>July 2020- June 2021</p>	<p>Library Director Children’s Librarian Outreach Coordinator</p>	<p>Handouts/Agendas from workshops</p>	

First 5 Humboldt Library Partnership
EXHIBIT A
Scope Of Work
July 2020 - June 2021

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed	COVID-19 Impact (by Activity)
<p><i>10. Focus on both long and short project outcomes</i></p>	<p>10 a). Long-Term Outcomes: i. Children and families are adequately supported in their communities and neighborhoods; ii. Children are developmentally ready to enter kindergarten; iii. Children and families have an improved quality of life; iv. Children and families are participants in lifelong learning opportunities;</p> <p>10 c) Agreed-Upon Short Term Outcomes:</p> <p>To be determined and reviewed quarterly in collaboration with F5H</p>	<p>July 2020- June 2021 for all</p>	<p>Library Director Children’s Librarian Outreach Coordinator</p> <p>Library Director Children’s Librarian Outreach Coordinator</p>	<p>Cumulative of efforts above - Survey results -</p> <p>List of agencies</p>	
<p><i>11. Work Collaboratively with First 5 Humboldt and other partners</i></p>	<p>11a. Participate in technical assistance/other activities provided by First 5 and/or First 5 designees that will encourage/support: * Increasing skills to provide appropriate outreach and a welcoming environment to diverse families and caregivers including, but not</p>	<p>July 2020- June 2021 for all outcomes</p>	<p>Children’s Librarian Outreach Coordinator</p> <p>Children’s Librarian</p>	<p>Lists of programs; Attendance statistics</p> <p>Participant surveys (from other F5H funded</p>	

**F5 Humboldt Library Partnership Agreement
Evaluation Plan
2020-2021**

COVID-19's impacts will require adaptive evaluation efforts by First 5 and the Library, as the programming itself continues to evolve to best serve the community while meeting current Public Health guidelines. The F5H-Library Partnership will meet at least quarterly to review current programs and set appropriate evaluation metrics.

The Benchmarks and Evaluation Plan below are the 'non-pandemic' template that will be used where possible, and will serve as a starting place to evaluate new programming.

Benchmarks for FY 20-21:

- 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 a minimum of 10 new children's materials by/about American Indians/Native Americans
- The library will add a minimum of 30 new children's Spanish language materials to its collection
- At least 75% of parents/caregivers will report on Participant Surveys/Library patron surveys feeling that the library is family friendly
- Library Patron surveys will be conducted from November-February at the main library and all branch libraries
- Reports will be submitted on time
- Agreed upon short-term outcomes will be met

EXHIBIT B

Information/data to be gathered	How data will be gathered	When	Who will do tasks or provide data
Benchmark 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 	Annually November 2019-February 2020	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 library and branches List of linkage websites Copies of booklists # brochures/newsletters in Parenting Corner 	With reports	Library staff
3. Participant numbers collected for every service (First 5 funded or staff time First 5 funded) provided, including workshops, events, Family Literacy Nights, Storytimes, etc.	Attendance statistics	Provide information with reports	Library staff
4. Number of new items for children’s collection and for Parenting corners	Invoices	Provide information with reports	Library staff
Benchmark 5. Number of new Spanish language and Native American library acquisitions	Invoices	With reports	Library staff
6. Publicity about new collection materials	Copies of newspaper articles/press releases	With reports	Library staff

EXHIBIT B

7. Number of Storytime events and locations, numbers of children and numbers of adults attending	Listing of events and numbers attending	List with reports	Library staff
8. Number of workshops for parents and childcare providers	Listing of events, locations, numbers serve	List with reports	Library staff
9. Number of Baby Read and Grow Time and Baby Sign Workshops	Listing of events and numbers served	With reports	Library staff
10. List of performers and others that present programs	Listing of events, locations, numbers attending	With reports	Library staff
Benchmark 11. Maintenance/tailoring of Leap Into Literacy Program	Listing of activities and numbers served, Leap into Literacy evaluation forms (once/year in April/May/June)	With reports	Library staff
12. Annual Chalk It Up to Books in Hoopa and other events/activities focusing on Native American held	Listing of activities, locations, and numbers served	With reports	Library staff
13. Maintenance/expansion of partnerships	Listing of contacts with Partners	With reports	Library staff
14. Provide programming with Native American Storytellers	Listing of activities and numbers served	With reports	Library staff
15. Develop ties with agencies serving Native American families	List of agencies and activities	With reports	Library staff
16. Work with Paso a Paso and other groups serving Spanish speakers	List of agencies and activities	With reports	Library staff
17. Continued staff training and development	Listing of trainings and workshops attended	With reports	Library staff
18. Participate in other evaluation activities in conjunction with First 5 Humboldt Evaluators, which may include staff interviews, parent interviews/focus groups, site visits, and other evaluation activities as requested	To be determined	As appropriate/to be determined	Library staff; First 5 Evaluators

Exhibit B - Scope of Work – F5H Library Agreement

EXHIBIT B

<p>Benchmark 19. Interim and final reports</p>	<p>Interim and final reports</p>	<p>January and July 2020</p>	<p>Library staff</p>
<p>Benchmark 20. Agreed upon short-term outcomes and metrics determined in quarterly Partnership meetings</p>	<p>In interim and final reports, and Quarterly meeting summaries. Additional information will vary depending on the outcomes and metrics determined</p>	<p>January and July 2020 for reports Quarterly summaries</p>	<p>First 5 Evaluators and staff for survey data and quarterly meetings; Library staff for all other data</p>

**Exhibit C to the
First 5 Humboldt Library Partnership**

Budget for July 2020 - June 2021

	July - Dec 2020	Jan -June 2021	Budgeted Amount
Personnel			
Outreach Coordinator	\$ 25,600.00	\$ 26,100.00	\$ 51,700.00
Office Assistant (10 hrs./wk)	\$ 2,805.00	\$ 3,025.00	\$ 5,830.00
Total	\$ 28,405.00	\$ 29,125.00	\$ 57,530.00
Materials			
Children's collection	\$ 3,000.00	\$ 3,595.00	\$ 6,595.00
Parenting collection	\$ 200.00	\$ 200.00	\$ 400.00
Leap into Literacy books	\$ -	\$ -	\$ -
Materials for programs and spaces	\$ 200.00	\$ 200.00	\$ 400.00
Total	\$ 3,400.00	\$ 3,995.00	\$ 7,395.00
Operating expenses			
Travel	\$ 140.00	\$ 710.00	\$ 850.00
Special Events	\$ -	\$ 1,000.00	\$ 1,000.00
Promotions	\$ 125.00	\$ -	\$ 125.00
Supplies for programs and spaces	\$ 150.00	\$ 150.00	\$ 300.00
Supplies for processing books	\$ -	\$ 300.00	\$ 300.00
Total	\$ 415.00	\$ 2,160.00	\$ 2,575.00
 Grand Total	 \$ 32,220.00	 \$ 35,280.00	 \$ 67,500.00

Attachment D
F5H-Library Agreement FY 2020/21

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 2020/21

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 2020/21

**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 2020/21

- 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 2020/21

- 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.