



Nick Wilczek
Director of Library Services
Humboldt County Library
1313 Third Street
Eureka, CA 95501

9/13/2018

Dear Nick,

Find enclosed the fully executed Agreement between First 5 Humboldt and the County of Humboldt/Humboldt County Library in the amount of \$67,500 for Fiscal Year 2018/19. This Agreement is for your files. One Agreement was also submitted to the Clerk of the Board.

We appreciate the partnership with the Humboldt County Library. Call me if you have any questions.

Sincerely,

Mary Ann Hansen
Executive Director

Cc: Kathy Hayes, Clerk of the Board

**GRANT AGREEMENT BETWEEN FIRST 5 HUMBOLDT
AND COUNTY OF HUMBOLDT**

This Agreement is made and entered into this *21st* day of *Aug.* 2018, by and between FIRST 5 HUMBOLDT (hereinafter "FIRST 5") and County of Humboldt, a governmental entity (hereinafter "GRANTEE").

RECITALS

WHEREAS, FIRST 5 has adopted a strategic focus area to promote the optimal development of young children from the prenatal stage to five (5) years of age with a focus on prevention, in partnership with families, caregivers and the community, and

WHEREAS, FIRST 5 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, GRANTEE requested grant funds, and

WHEREAS FIRST 5 has approved the request for grant funds, and

WHEREAS, the parties hereto desire to enter into this AGREEMENT in order for FIRST 5 to disburse grant funds to GRANTEE,

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. PROJECT DESCRIPTION

GRANTEE shall utilize the grant funds for the purpose of supporting the strengthening, planning and training capacities of the GRANTEE in order to serve diverse Humboldt County populations of children ages birth to five and their families (the "Project"). The specific activities/tasks are described in the Scope of Work, as set forth in Exhibit A, attached hereto and incorporated herein.

2. TERM

The term (the "Term") of this Agreement is July 1, 2018 to June 30, 2019, unless extended by the written agreement of the parties.

3. GRANT FUNDS

A. FIRST 5 agrees to pay GRANTEE a sum not to exceed sixty seven thousand five hundred dollars (\$67,500) to cover GRANTEE'S costs in carrying out the Project. Costs for labor and materials for each year 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 Executive Director of FIRST 5.

B. GRANTEE shall submit an itemized invoice, no less frequently than quarterly, to FIRST 5 itemizing all work completed and costs incurred as of the invoice date.

C. No later than 45 days after expenditure of all grant funds, or completion of the project, whichever is sooner, GRANTEE shall submit adequate written documentation in a final invoice of all costs incurred in connection with performance of services under this Agreement. Any unspent funds shall be returned to FIRST 5. GRANTEE shall bear the responsibility for any Project costs in excess of \$67,500.

4. 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.

5. REPORTING REQUIREMENTS

GRANTEE shall submit an Interim Progress Report, describing the work accomplished in each six month period, to FIRST 5 no later than the 30th day of the month following each 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 no later than the 30th day of the month following the Agreement's termination date. FIRST 5 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 *FIRST 5 HUMBOLDT Evaluation Policy for Continuation of Existing Programs* (Exhibit D).

6. 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 hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, 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. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder. GRANTEE shall maintain appropriate internal financial controls over grant funds received and disbursed, including procedures for authorizing disbursements, tracking grant expenditures, and reporting grant revenue and expenditures.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of GRANTEE, and its subcontractors, related to the services provided hereunder, 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 final payment under this Agreement. GRANTEE hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by FIRST 5 and any 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 and any 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, but not limited to, the costs of administering this Agreement.

C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If GRANTEE is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by GRANTEE within thirty (30) days of notice.

7. RESTRICTIONS, LIMITATIONS OR CONDITIONS

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State and Local Governments that may affect the provision, terms or funding of this Agreement.

8. COMPLIANCE WITH FIRST 5 REQUIREMENTS.

A. GRANTEE shall comply with all rules, regulations, requirements, and directives of FIRST 5 as set forth in FIRST 5's Strategic Plan, *FIRST 5 HUMBOLDT Evaluation Policy for Continuation of*

Existing Programs (Exhibit D), *FIRST 5 HUMBOLDT Social Media Policy* (Exhibit E), *FIRST 5 HUMBOLDT Healthy Beverage Policy* (Exhibit F), and other FIRST 5 policies, all of which are posted on the FIRST 5 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*.

9. INSURANCE

A. THIS AGREEMENT SHALL NOT BE EXECUTED BY FIRST 5 and the GRANTEE is not entitled to any rights hereunder, unless certificates of insurance (or other sufficient proof that the following provisions have been complied with) are filed with FIRST 5.

B. General Insurance Requirements: Without limiting GRANTEE's indemnification provided herein, GRANTEE shall require any of its subcontractors to take out and maintain, throughout the period of performance of GRANTEE's Project under this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of GRANTEE, its agents, employees, volunteers or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$2,000,000 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(a) FIRST 5, its commissioners, officers, employees, volunteers, and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to FIRST 5, its officers, agents, employees and volunteers.

(b) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to FIRST 5 by certified mail.

(c) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(d) For claims related to this Project, and for which GRANTEE is liable, the GRANTEE's insurance is primary coverage to FIRST 5, and any insurance or self-insurance programs maintained by FIRST 5 are excess to GRANTEE's insurance and will not be called upon to contribute with it.

(e) Any failure to comply with reporting or other obligations of the parties, including breach of warranties, shall not affect coverage provided to FIRST 5, its commissioners, officers, employees, volunteers, and agents.

2. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to FIRST 5 by certified mail.

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against FIRST 5, its agents, officers, officials, employees and volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. GRANTEE shall require that such coverage be incorporated into its professional services agreements with any other entities.

5. Special Insurance Requirements: Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

(a) The Comprehensive or Commercial General Liability Policy shall provide that FIRST 5, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to FIRST 5, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

i. Includes contractual liability.

ii. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."

iii. Is the primary insurance with regard to FIRST 5.

iv. Does not contain a pro-rata, excess only and/or escape clause.

v. Contains a cross liability, severability of interest or separation of insureds clause.

(b) The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to FIRST 5 in accordance with the notice provisions set forth herein. It is further understood that GRANTEE shall not terminate such coverage until FIRST 5 receives adequate proof that equal or better insurance has been secured.

(c) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(d) For claims related to this Agreement, GRANTEE's insurance is the primary coverage to FIRST 5, and any insurance or self-insurance programs maintained thereby are excess to GRANTEE's insurance and will not be used to contribute therewith.

(e) Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to FIRST 5, its agents, officers, officials, employees and volunteers.

(f) GRANTEE shall furnish FIRST 5 with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, FIRST 5. If GRANTEE does not keep all required policies in full force and effect, FIRST 5 may, in addition to other remedies under this Agreement, take out the necessary insurance, and GRANTEE agrees to pay the cost thereof. FIRST 5 is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to GRANTEE under this Agreement.

(g) FIRST 5 is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and GRANTEE shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

10. HOLD HARMLESS AND INDEMNIFICATION

A. GRANTEE shall hold harmless, defend and indemnify FIRST 5 and its commissioners, officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including, without limitation, attorney fees and other costs arising out of, or in connection with GRANTEE's negligent performance or, 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 FIRST 5.

B. Acceptance of insurance required by this Agreement does not relieve GRANTEE from liability under this provision. This provision shall apply to all damages or claims for damages arising from GRANTEE's performance under the terms of the Project, regardless if 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 by GRANTEE hereunder.

11. RELATIONSHIP OF PARTIES

GRANTEE shall perform all work and services as described herein as an independent contractor. It is understood that this agreement 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 employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers compensation. GRANTEE shall be solely responsible for the acts or omissions of its officers, agents, employees, volunteers, and subcontractors.

12. ASSIGNMENT

Neither Party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by GRANTEE in violation of this provision shall be void, and shall be cause for immediate termination of the Agreement.

13. 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.

14. SUBCONTRACTING

GRANTEE shall not subcontract any portion of the work required by the Agreement without prior written approval of FIRST 5.

15. 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.

16. TITLE TO INFORMATION AND DOCUMENTS

Any and all documents, photographs, audio and video recordings, reports and other information prepared for FIRST 5 under the terms of this Agreement by and/or submitted by GRANTEE shall become the property of FIRST 5, which shall own all rights, title, and interest in such materials, including the copyrights. GRANTEE may retain copies for its own records. In the event of termination of this Agreement prior to the expiration of the Term in accordance with section 19, for any reason whatsoever, GRANTEE shall promptly turn over all such materials developed up to the date of termination to FIRST 5 without exception or reservation.

17. NON-DISCRIMINATION COMPLIANCE

A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate in the administration of social services programs. GRANTEE hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. FIRST 5 reserves the right to monitor the GRANTEE's provision of services in order to ensure compliance with the requirements of this section.

B. Professional Services and Employment. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including 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.

C. Compliance with Anti-Discrimination Laws. GRANTEE further assures that it, and its subcontractors, 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; United States Executive Order 11246, as amended and supplemented by United States 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 Chapter 5, Division 4 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.

18. ENTIRETY OF CONTRACT

This Agreement contains all 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 bind either of the parties. In addition, this Agreement shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

19 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

20. TERMINATION

A. This Agreement may be terminated prior to the expiration of the Term only as follows, and any such termination shall not affect any rights or obligations of the parties arising prior to the effective date of termination:

1. Termination. At any time and for any reason, upon thirty (30) days written notice either party may terminate this Agreement. FIRST 5 shall pay only for those services rendered as of the date when termination is effective.

2. Termination for Cause. If, in the opinion of FIRST 5, GRANTEE fails to perform the services required under this Agreement within the time limits specified herein, or fails to meet the requirements of the *FIRST 5 HUMBOLDT Evaluation Policy for Continuation of Existing Programs*, or otherwise fails to comply with the terms of this Agreement as determined at the sole discretion of FIRST 5, or violates any ordinance, regulation, or other law which applies to its performance herein, FIRST 5 may terminate this Agreement immediately, effective on the date of notice. In such event, FIRST 5 may exercise any of its rights under this Agreement or available to it under the law.

3. Termination for Insufficient Funding. Should FIRST 5 experience any loss of its Proposition 10 funding, First 5 California funding, or any other loss of funding that renders FIRST 5 unable to continue to support the activities and services provided by GRANTEE as described in

this Agreement, FIRST 5 may terminate this Agreement immediately, effective on the date of notice.

4. Compensation Upon Termination. In the event of any termination of this Agreement, 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 owing to FIRST 5 resulting from a breach of this Agreement by GRANTEE.

21. NOTICES

Notices shall be given to FIRST 5 at the following address:

Mary Ann Hansen, Executive Director
FIRST 5 HUMBOLDT
325 Second St., Suite 201
Eureka, CA 95501

Notices shall be given to GRANTEE at the following address:

Nick Wilczek, Director of Library Services
Humboldt County Library
County of Humboldt
1313 Third Street
Eureka, CA 95501

Notice shall be in writing and may be given by delivering a copy of said notice to FIRST 5 or GRANTEE personally, or by mailing a copy of said notice to FIRST 5 or GRANTEE. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

22. COMPLIANCE WITH APPLICABLE LAWS

GRANTEE agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. GRANTEE further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

23. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt.

24. 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.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement 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 provision of this Agreement. In no event shall any payment by FIRST 5 constitute a waiver of any breach of this Agreement or any default which may then exist on the part of GRANTEE. Nor shall such payment impair or prejudice any remedy available to FIRST 5 with respect to any breach or default. FIRST 5 shall have the right to demand repayment of, and GRANTEE shall promptly

refund, any funds disbursed to GRANTEE which, in the judgment of FIRST 5, were not expended in accordance with the terms of this Agreement.

26. CONFIDENTIAL INFORMATION

A. Disclosure of Confidential Information. In the performance of this Agreement, GRANTEE may receive information which is confidential information under 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, but not limited to: 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 Laws. The parties acknowledge that federal and state confidentiality laws 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 standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

27. MONITORING

GRANTEE agrees that FIRST 5 has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor GRANTEE's records, programs or procedures, at any time, as well as the overall operation of GRANTEE's programs, 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.

28. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt 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 or proceeding 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.

29. SURVIVAL

The duties and obligations of the parties set forth in Section [20] – Compensation Upon Termination, Section [_6_] – Record Retention and Inspection, Section [_26_] – Confidential Information and Section [10] – Indemnification shall survive the expiration or termination of this Agreement.

30. 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.

31. 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 party on the basis that the other party prepared it.

32. INDEPENDENT CONSTRUCTION:

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

33. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without 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.

34. ADVERTISING AND MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from FIRST 5 prior to being released to the media (television, radio, newspapers, Internet). In addition, GRANTEE shall inform FIRST 5 of requests for interviews by media related to this Agreement prior to such interviews taking place. FIRST 5 reserves the right to have a representative present at such interviews.

35. 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.

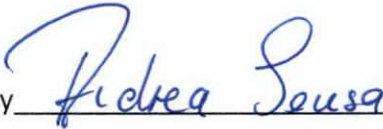
36. NUCLEAR FREE ZONE COMPLIANCE

FIRST 5 certifies by its signature below that FIRST 5 is not a Nuclear Weapons Contractor, in that FIRST 5 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. FIRST 5 agrees to notify GRANTEE immediately if it becomes a nuclear weapons contractor, as defined above. GRANTEE may immediately terminate this agreement if it determines that the foregoing certification is false or if FIRST 5 becomes a nuclear weapons contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

ATTESTS:

Secretary to FIRST 5

By 

FIRST 5 HUMBOLDT:

By 
Executive Director

GRANTEE:

By 

Title: Chair, Board of Supervisors

RISK MANAGEMENT

By 
Risk Manager

Humboldt County Library Partnership
EXHIBIT A
Scope Of Work
July 2017 - June 2018

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed
<p>The library will strengthen its existing systems and build its capacity for serving isolated rural residents, families living in poverty, Latino and Native American populations.</p> <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>	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.	July 2018-June 2019	Children's Librarian Outreach Coordinator	List of websites
	1 b). Continue to make collection materials more accessible through library displays and booklists.	July 2018-June 2019	Children's Librarian	Copies of booklists
	1 c). Continue to contact agencies serving families and children for brochures and newsletters to be made available in Parenting Corner.	July 2018-June 2019	Children's Librarian Outreach Coordinator	List of organizations contacted
	1 d). Continue to promote and maintain Parenting Corners in the Main Library and branches	July 2018-June 2019	Outreach Coordinator Children's Librarian	Photographs of Parenting Corners
	1 e). Continue to identify specific items for Main Library and Branches that will make the 'Family Spaces' more appealing	July 2018-June 2019	Children's Librarian Branch Library Staff Outreach Coordinator	Photographs of children's/family spaces in all library facilities

Humboldt County Library Partnership
EXHIBIT A
Scope Of Work
July 2017 - June 2018

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed
<i>2. Continue to enhance the collections of family support resources, multi-lingual materials, audiovisual, and other core collections for the young child</i>	and accessible to the target audience, based on the Focus Group reports, patron input and Family Place concepts.			
	1 f). Purchase the educational toys, puzzles, rugs, furniture, and other items to meet this objective.	July 2018-June 2019	Children's Librarian, Executive Secretary	Invoices of purchased items
	2 a). Evaluate existing collection, noting replacement needs and soliciting input from Branch Library staff.	July 2018-June 2019	Children's Librarian Outreach Coordinator,	Analysis of feedback
	2 b). Review, select and purchase 500-800 new items for the children's collection and 25-40 items for the Parenting Corner.	July 2018-June 2019	Children's Librarian	Invoices of purchased materials
	2 c). Catalog and process materials for circulation.	July 2018-June 2019	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 2018-June 2019	Shipping Department	Distribution list
	2 e). Publicize availability of collections.	July 2018-June 2019	Children's Librarian Eureka Library Facebook team	Copies of newspaper articles, FB posts, press releases

Humboldt County Library Partnership
EXHIBIT A
Scope Of Work
July 2017 - June 2018

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed
<i>3. Continue programming for families and conduct quarterly workshops for parents and childcare providers</i>	3 a). Continue Storytime and Outreach programs in main library and branch libraries, including Hoopa	July 2018-June 2019	Children's Librarian Outreach Coordinator Branch Staff	Attendance statistics; Copies of publicity
	3 b). Continue Family Literacy Night in Eureka in partnership with Humboldt Literacy Project.	July 2018-June 2019	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 Ready to Read (in English and Spanish) for parents and childcare providers.	July 2018-June 2019	Children's Librarian Outreach Coordinator	Attendance statistics; Copies of publicity
	3d). Continue programming for families with young children, including Baby Read & Grow Time and Baby Sign Workshops.	July 2018-June 2019	Children's Librarian Outreach Coordinator	Attendance statistics; Invoices for workshops; Flyers and publicity
	3e). Work with Paso a Paso and other groups to explore ways to offer Baby Signs to Spanish speaking families	July 2018-June 2019	Outreach Coordinator Children's Librarian	Results of activities documented in reports
	3 f). Purchase Storytelling Aids (puppets, flannel board and other items) that make books come alive for very young children.	July 2018-June 2019	Children's Librarian working with volunteers and workshop providers	Invoices for purchased items

Humboldt County Library Partnership
EXHIBIT A
Scope Of Work
July 2017 - June 2018

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed
4. Support Kindergarten Transition Activities and School Readiness	3 g). Update and maintain list of performers, community helpers and organizations willing to present programs. Share list with appropriate partners.	July 2018-June 2019	Children's Librarian, Outreach Coordinator	Copy of list
	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 2018 to revisit the list of targeted sites and 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 in HumKids newsletter and through social media (e.g. First 5 Humboldt's Facebook page) if/when possible as well as Storytime and literacy development support	July 2018-June 2019	Children's Librarian Outreach Coordinator	List of activities
	4 a). Explore ways to work with CPIN and other groups to collaborate on activities to	July 2018-June 2019	Children's Librarian Outreach Coordinator	List of activities

Humboldt County Library Partnership
EXHIBIT A
Scope Of Work
July 2017 - June 2018

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed
<i>5. Continue outreach to Latino Community</i>	support children and parents being ready for school			
	4 b). Continue to identify and purchase materials about school readiness and starting school.	July 2018-June 2019	Children's Librarian Acquisitions and	Invoices of purchased materials; computer catalog listings
	5 a). Continue to promote availability of Library card applications and policy information in Spanish. Work with Latino Net, Network of FRCs, and others on ways to best reach Spanish-speaking families in this political climate	July 2018-June 2019	Technical Services Staff Outreach Coordinator Children's Librarian	List of activities; Copies of publicity
	5 b). Continue to attend Latino Net, Latino Childcare Providers and other Latino meetings to promote the Library and to key into community concerns.	July 2018-June 2019	Outreach Coordinator	Reports
	5 c). Provide Storytimes and literacy promotion to Spanish speaking groups such as Paso a Paso, churches, playgroups, and other identified groups.	July 2018-June 2019	Outreach Coordinator	List of activities; Attendance Statistics; Copies of Publicity
	5 d). Purchase additional Spanish and Bilingual materials for the Leap into Literacy program.	July 2018-June 2019	Children's Librarian Acquisitions and Technical Services Staff	Invoices of purchased collection materials
	5 e). Purchase additional Spanish and Bilingual materials for the	July 2018-June 2019	Children's Librarian Office Assistant	Invoices of purchased materials; computer

Humboldt County Library Partnership
EXHIBIT A
Scope Of Work
July 2017 - June 2018

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed
<i>6. Continue to work with the Native American community to improve services</i>	Main Library and the Branches; catalog and process for circulation (see Objective 2).		Cataloging Librarian	catalog listing of items and locations
	6 a). Continue to participate in Chalk It Up to Books in Hoopa and other Native American events/activities as appropriate	July 2018-June 2019	Outreach Coordinator Children's Librarian Branch staff	List of events/activities; Attendance statistics; Copies of publicity
	6 b). Continue providing storytimes, outreach, and other activities as appropriate at Hoopa Library (see objective 3).	July 2018-June 2019	Children's Librarian Outreach Coordinator	Invoice for performers; Attendance statistics; Copies of publicity
	6 c). Work with Northcoast Storytellers and others to provide programming with Native American Storytellers.	July 2018-June 2019	Children's Librarian Outreach Coordinator Branch Staff	List of activities Attendance statistics; invoices for performers
	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 relationship with Coastal Indian groups.	July 2018-June 2019	Children's Librarian Outreach Coordinator	Outreach Coordinator Monthly Report
	6 e). Continue to purchase Native American books and AV	July 2018-June 2019	Children's Librarian Office Assistant	Invoices of purchased materials; computer

Exhibit A

Humboldt County Library Partnership
EXHIBIT A
Scope Of Work
July 2017 - June 2018

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed
<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>	produced for use with young children (see Objective 2).			catalog listing of items and locations
	7 a). Continue to lease delivery van to facilitate increased volume of materials taken to sites in outlying areas.	July 2017-June2018	Library Director	Invoice for vehicle lease
	7 b). Purchase additional materials for deposit collections and theme-based kits to replace lost or damaged items and to keep the collections fresh.	July 2018-June 2019	Children's Librarian Office Assistant	Invoices of purchased collection materials
	7 c). Continue to collect evaluation forms and to be responsive to suggestions for improving the service.	July 2018-June 2019	Outreach Coordinator	Evaluation Forms
<i>8. Cultivate a network of partner agencies and</i>	7e) Explore ways to tighten up requirements for participating in Leap Into Literacy including using branch libraries as distribution sites, having "Bay Area" sites pick up materials directly from the library, developing terms for agreements with sites (inducing looking at ways to increase parental involvement, library visits/use by providers and families, etc)	July 2018-June 2019	Outreach Coordinator Children's Librarian	List of activities Copy of Agreement
	8 a). Write and distribute regular communications,	July 2018-June 2019	Children's Librarian Outreach Coordinator	Outreach Coordinator Monthly Report

Humboldt County Library Partnership
EXHIBIT A
Scope Of Work
July 2017 - June 2018

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed
<i>organizations serving the target audience</i>	informational and promotional items to partner networks; attend meetings when appropriate.			
	8 b). Actively seek out new partnerships in the community and work with other agencies to fulfill our mutual goals.	July 2018-June 2019	Children's Librarian Outreach Coordinator	Outreach Coordinator Monthly Report
	8c). Explore partnerships with community groups and agencies to use Humboldt County Library system and programs	July 2018-June 2019	Children's Librarian Outreach Coordinator	List of partners; List of activities; Publicity from events; Attendance statistics
	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.	July 2018-June 2019	Library Director Children's Librarian Outreach Coordinator	Outreach Coordinator Monthly Report; copies of newsletter articles
9. Provide ongoing training for staff	9 a). Attend relevant workshops and training sessions	July 2018-June 2019	Children's Librarian Outreach Coordinator	Handouts/Agendas from workshops
10. Focus on both long and short project outcomes	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	July 2018-June 2019 for all	Library Director Children's Librarian Outreach Coordinator	

Humboldt County Library Partnership
EXHIBIT A
Scope Of Work
July 2017 - June 2018

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed
	<p>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>i. The library will continue to establish formal linkages with at least 30 agencies serving the target population;</p> <p>ii. The library will add 30-50 new Spanish language materials to its collection annually;</p> <p>iii. The library will add 10-25 new materials by/about American Indians annually;</p> <p>iiii. The library will continue to look for new materials to add to its collection annually that target other underserved groups such as hearing impaired children/families, children/families in poverty, etc;</p> <p>iv. At least 80% of child care provider in the Leap Into Literacy program will report increasing the frequency of reading to children in their care;</p>	<p>July 2018-June 2019 for all outcomes</p>	<p>Children's Librarian Outreach Coordinator</p> <p>Children's Librarian Office Assistant</p> <p>Children's Librarian Office Assistant</p> <p>Children's Librarian Office Assistant</p> <p>Outreach Coordinator</p>	<p>List of agencies</p> <p>Invoices of purchased materials; computer catalog listings</p> <p>Invoices of purchased materials; computer catalog listings</p> <p>Invoices of purchased collection materials; computer catalog listings</p> <p>Evaluation Forms</p>

Humboldt County Library Partnership
EXHIBIT A
Scope Of Work
July 2017 - June 2018

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed
	<p>v. Ongoing participation in children's literacy programs at the library and /or at the partner agency by the target audience (e.g. storytime, summer reading club, storytelling)</p> <p>vi. Continued perception of the library as "family friendly" (which could include comfort level in using the library, enjoyment of the benefits of library, comfort level in participating in library programs, etc.); work with F5 Humboldt to discuss ways to improve perceptions of safety by 0-5 parents</p> <p>vii. Continued perception of the library as a resource for information about parenting</p> <p>9. 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</p>	<p>July 2018-June 2019</p>	<p>Children's Librarian Outreach Coordinator</p> <p>Children's Librarian Outreach Coordinator Commission Consultants</p> <p>Children's Librarian Outreach Coordinator</p> <p>Children's Librarian Outreach Coordinator</p>	<p>Lists of programs; Attendance statistics</p> <p>Participant surveys (from other F5H funded programs); Informal patron comments</p> <p>Participant surveys; Circulation statistics on Parenting Corner materials as available</p> <p>List of activities in reports as appropriate</p>

Humboldt County Library Partnership
EXHIBIT A
Scope Of Work
July 2017 - June 2018

Measurable Objectives	Major Activities	Timeline	Responsible Person/Position	Documentation of Work Performed
	<p>including, but not limited to those who reflect diversity of race, ethnicity, gender, age, sexual orientation, income or ability</p> <ul style="list-style-type: none"> * Ensure that outreach, inclusion and program activities are culturally proficient * Explore and report on strategies to increase comfort level for parents visiting the library with young children * Update social media such as Facebook regarding children's services at the library as needed 			
	10. Continue work on developing safety strategies to increase comfort level for parents visiting Humboldt County libraries with young children	July 2018-June 2019	Children's Librarian Branch librarians Outreach Coordinator Library Director	List of activities in reports
	11. Review SOW activities, short and long-term outcomes with First 5 in July/August, 2018 and revise as appropriate.	July/August 2018	Children's Librarian and First 5 Humboldt staff/evaluators	Interim report
	12. Explore options for sustainable funding in light of First 5 Humboldt's revenue decline	July 2018-June 2019	Children's Librarian and First 5 Humboldt	Reports; List of possible funding sources

**Humboldt County Library Partnership
Exhibit B
Evaluation Plan
2018-2019**

Benchmarks for FY 18-19:

- 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 feeling that the library is family friendly
- Reports will be submitted on time
- Agreed upon short-term outcomes will be met

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 First 5 Humboldt funded projects) 	Annually	Surveys developed and analysis done by First 5 Humboldt Evaluators. data will be provided to the library by First 5 evaluators when it is available
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
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
Benchmark 19. Interim and final reports	Interim and final reports	January and July 2018	Library staff
Benchmark 20. Agreed upon short-term outcomes listed under 10c in the 2018-2019 Scope of Work (SOW) will be met	In interim and final reports: As per individual listings in 10c SOW, including attendance, evaluation forms, survey results, invoices, listing of activities	January and July 2018	First 5 Evaluators for survey data; Library staff for all Other data

Exhibit C

First 5 Humboldt -- Humboldt County Library Partnership
July 2018 - June 2019
Budget

	July - Dec 2018	Jan -June 2019	Budgeted Amount
Personnel			
Outreach Coordinator	\$ 23,675.00	\$ 23,860.00	\$ 47,535.00
Office Assistant (10 hrs./wk)	\$ 2,980.00	\$ 3,125.00	\$ 6,105.00
Total	\$ 26,655.00	\$ 26,985.00	\$ 53,640.00
Materials			
Children's collection	\$ 4,200.00	\$ 3,735.00	\$ 7,935.00
Parenting collection	\$ 200.00	\$ 200.00	\$ 400.00
Leap into Literacy books	\$ -	\$ 300.00	\$ 300.00
Leap into Literacy toys and realia	\$ 100.00	\$ 100.00	\$ 200.00
Materials for programs and spaces	\$ 400.00	\$ 300.00	\$ 700.00
Total	\$ 4,900.00	\$ 4,635.00	\$ 9,535.00
Operating expenses			
Travel	\$ 615.00	\$ 825.00	\$ 1,440.00
Special Events	\$ 650.00	\$ 1,150.00	\$ 1,800.00
Promotions	\$ 135.00	\$ -	\$ 135.00
Supplies for programs and spaces	\$ 250.00	\$ 200.00	\$ 450.00
Supplies for processing books	\$ 250.00	\$ 250.00	\$ 500.00
Total	\$ 1,900.00	\$ 2,425.00	\$ 4,325.00
Grand Total	\$ 33,455.00	\$ 34,045.00	\$ 67,500.00

FIRST 5 HUMBOLDT
Evaluation Policy for Continuation of Existing Programs

Effective Date: December 14, 2006

Amended Date: March 12, 2009

Second Amended Date: March 21, 2012

Third Amended Date: 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.

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.

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

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

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

3.1.1. Assist with FIRST 5 HUMBOLDT program implementation.

3.1.2. 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. For example, 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:

- 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.humkids.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.
 - 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.