

FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION

Regular Meeting Agenda
Thursday, April 24, 2025
3:30p.m. – 5:00p.m.

This meeting will be held in compliance with the requirements of AB 2449(Government Code 54953(e)) - and will include in person public attendance at **Youth for Change - 1128 Yuba Street, Wheatland Room (Ground floor), Marysville, CA 95901**. Members of the public may observe the meeting and provide comments to the Board via email, Zoom (internet-based option) or telephone as described below.

The meeting will be live-cast via [Zoom](#) where members of the public shall have the right to observe and offer public comment. This altered format is in observance of the recommendation by state officials that certain precautions be taken, including social distancing, to address the threat of COVID-19.

Join Zoom Meeting

<https://us02web.zoom.us/j/86944824269?pwd=xFPjtl6vbtClzHmcHfPk2Ljah0f3pa.1>

Meeting ID: 869 4482 4269 | Passcode: 741559

ITEM	SUBJECT
	Call to order, roll call and the Pledge of Allegiance
	Opportunity for Public Comments Items not on the Agenda – Limit five minutes per speaker.
1 Discussion/Action	Approval of Minutes of the February 27, 2025 Regular Commission Meeting
<i>Commissioner Reminder</i>	<i>All Commissioners are reminded to recuse themselves of abstain from voting on any agenda item with that has a real or perceived conflict of interest.</i>
2 Discussion/Action	Legal Services Contract: The Commission will review and take action on a sole source contract with Colantuono, Highsmith & Whatley, PC for legal services, July 1, 2025- June 30, 2028.
3 Discussion/Action	Contract Extension: The Commission will review and consider a contract extension for Olivehurst Public Utility District (OPUD) to support a water safety programing for children 0-5 for FY 2025- 2026.
4 Discussion/Action	First Reading of the DRAFT 25-26 Annual Budget: The Commission will hear updates on Prop 10 revenues, and progress on sustainability planning. The Commission will review the draft budget options for the 2025-2026 fiscal year budget pursuant to Health and Safety Code Section 130140(d)(3), Commission Policies and Procedures.
5 Discussion	Strategic Plan: In accordance with Section 130140 (a) (1) (C) (iii) of the California Health and Safety Code and County Ordinance Code Chapter 4.45.120. the Commission is required to adopt a Strategic Plan. The Commissions will hear up updates on plans to build the 2026-2031 strategic Plan.
5 Discussion/Action	Executive Director Monthly Activity Report The Commission will receive information on committees, operational and program activities.
Adjourn	

If you are planning to attend and need special accommodations, please contact us at (530) 749-4877 at least three days in advance of the meeting. The schedule of future meetings is posted on the Commission's website, www.first5yuba.org.

The next regular Commission meeting will be on June 26, 2025

Agendas, minutes and supporting material are available for public review at 1114 Yuba Street, Suite 141, Marysville CA. Agendas are posted at the Yuba County Government Center, 915 8th Street, Marysville CA 95901. Please email first5@co.yuba.ca.us to be added to the email distribution list.

MEETING MINUTES

PUBLIC SESSION

Call to Order at 3:32 p.m.

Roll Call-

-Commissioners and Staff Present: Chair- Sally Sokoloski, Vice-Chair- Melissa Shaw, Melinda Staples, Jamie Bartolome, Rob Gregor, Jon Messick & Executive Director (ED)- Ericka Summers, Secretary –Carmen Rodriguez, Robin Timoszyk, and Hasia Delery

-Excused: Commissioner Matt Ricardy

PLEDGE OF ALLEGIANCE: *The group passed as the meeting was conducted hybrid, and the pledge of allegiance was said with the flag present.*

PUBLIC COMMENT: *No public comments were received.*

Presentation of the new program coordinator, Hasia Delery.

1. Consent Agenda - Approval of Minutes for December 12, 2024

***Commissioner Shaw asked to do a correction in December Minutes-- #3 to fix who made the motion. Commissioner Bartolome also asked to edit the current agenda before moving forward.*

-Motion by Commissioner Staples to approve the December Meeting Minutes with corrections.

-Second: Commissioner Bartolome

Roll Call Vote:

Ayes: Commissioner Sokoloski, Shaw, Staples, Bartolome, Messick, and Gregor

Nay/Abstain: None

Motion carried.

2. Public Hearing: Review of First 5 California's Annual Report for FY 2023-2024

Commissioner Sokoloski opened public hearing 3:43 pm. No public comment. The Commission accepted the Annual Report. Commissioner Sokoloski closed the public hearing 3:46 pm.

3. Public Hearing: Annual Review of the County Strategic Plan

Commissioner Sokoloski opened public hearing 3:46. No changes needed to the First 5 Yuba Strategic Plan. Commissioner Sokoloski closed the public hearing 3:48

4. Discussion/Action: Mid-Year Budget Review

ED reviewed the Mid-Year Budget narrative and the report, explaining where the money decreased and where it increased because of the additional external grant revenues sources. ED explained how resources will be allocated based on contracts.

-Motion by Commissioner Messick to approve mid-year budget revisions for FY 2024-2025 and authorize the Executive Director to perform all operational and administrative duties necessary (minor edits if needed) to carry out all budget functions as in alignment with internal and external contracts and in alignment with the strategic plan.

-Second: Commissioner Shaw

Roll Call Vote:

Ayes: Commissioner Sokoloski, Shaw, Staples, Bartolome, Messick, and Gregor

Nay/Abstain: None

Motion carried.

5. Discussion: Executive Director Monthly Activity Report

ED gave the commission a brief update on administration, program, special committee, and outreach activities.

THE MEETING ADJOURNED AT 4:18 PM

The next Commission Meeting is scheduled for April 25, 2024

AGENDA ITEM 2**April 24, 2025**

Subject	Legal Counsel Contract: July 2025- June 2028
Supporting Document(s)	1. Letter of Intent & Email Correspondence 2. Draft Contract: AC22-101
Overview	Since 2001 the Commission solicits for legal services due to potential conflict of interest in using County Counsel services. The existing contract for legal services with Colantuono, Highsmith & Whatley, PC which was the last executed in August 2022 and will end June 30, 2025.
Recommendation	In alignment with First 5 Yuba Contracting on Procurement Policies and Procedures, renewal of this sole source contract for legal services with Colantuono, Highsmith & Whatley would be in the Commissions best interest. Section 204, item 3.1.3 allows for continuing a sole source agreement with a contractor for the reason that: 1. The contractor or vendor is familiar with the Commission and is knowledgeable of its unique needs. 2. The rate of the contractor is reasonable and fair. 3. A New RFP process would be costly and delay work and disbursement of many contracts going out by the Commission in the next 3-6 months. 4. Previous work provided by the Contractor to the Commission since 2010 has been fair, justifiable and up to standards. (a list of services can be provided upon request).
Fiscal Impact	Services will not exceed the budgeted amount of \$15,000 annually unless otherwise approved by the Commission.
Action Requested	Motion to approve the contract for legal services with Colantuono, Highsmith & Whatley, PC beginning July 1, 2025- June 30, 2028.



April 18th, 2025

Commission

Sally Sokoloski
Chair

Melissa Shaw
Vice Chair

Matt Ricardy

Jon Messick

Jaime Bartolome

Rob Gregor

Melinda Staples

Colantuono, Highsmith & Whatley, PC

420 Sierra College Drive, Suite 140
Grass Valley, CA 95945

Dear Gary Bell and Counsel,

This letter is in regard to the existing contract for legal services First Five Yuba County Children and Families Commission has with your firm, which began on July 1, 2022, and ends June 30, 2025.

The Commission has determined based on past exemplary service, responsiveness, familiarity with the Commission, and its unique needs; that it is in their best interest to enter into a new contract with Colantuono & Highsmith & Whatley, PC for legal services. Please consider this letter the Commission's Notice of Intent to offer a new three-year contract beginning July 1, 2025 through June 30, 2028 for the same or similar service level and budget.

The Commission and First 5 staff truly appreciate your expertise and looks forward to your response.

Sincerely,

Ericka Summers

Executive Director, First 5 Yuba
Children and Families Commission

From: [Gary Bell](#)
To: [Ericka Summers](#)
Cc: [Robin Timoszyk](#)
Subject: [External]RE: Letter of Intent to Sole Source- First 5 Yuba
Date: Monday, April 21, 2025 7:20:27 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Hi Ericka – We gladly accept and appreciate the Commission’s continued trust in our counsel. If I can assist with drafting a legal services agreement or updating our current agreement for the new term, please let me know.

Gary B. Bell

Co-Managing Shareholder

Colantuono, Highsmith & Whatley, PC

555 University Avenue, Suite 275 | Sacramento, CA 95825

Direct 916-898-0049 | **Main** 530-432-7357 | **Fax** 530-432-7356

gbell@chwlaw.us | www.chwlaw.us

This email may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.

From: Ericka Summers <esummers@yuba.gov>
Sent: Friday, April 18, 2025 4:54 PM
To: Gary Bell <gbell@chwlaw.us>
Cc: Robin Timoszyk <rtimoszyk@yuba.gov>
Subject: Letter of Intent to Sole Source- First 5 Yuba

Dear Gary,

Attached you will find a letter of Intent to Sole Source with Colantuono, Highsmith & Whatley, PC for legal services, July 1, 2025- June 30, 2028.

In alignment with First 5 Yuba Contracting on Procurement Policies and Procedures, renewal of this contract for legal services would be in the Commissions best interest. In addition, the commission acknowledges your past exceptional service, expertise and flexibility to meet their unique needs.

Please respond by email no later than April 22nd to accept or decline. We look forward to hearing from you.

In partnership,

Ericka Summers

Executive Director

1114 Yuba Street, Suite 141

Marysville, CA 95901

esummers@yuba.gov

Office: (530) 749-4877

Direct: (530) 749-4876



Important Update: Our Email Domain is Changing!

We are transitioning to @yuba.gov for all official communications. Please update your records accordingly. During this transition, you may still receive emails from our previous domain.

FIRST FIVE YUBA COMMISSION

CONTRACT NO: A26-101

THIS AGREEMENT ("Agreement") is made this 1st day of July, 2025 by and between the FIRST FIVE YUBA COUNTY, CHILDREN & FAMILIES COMMISSION ("Commission"), and Colantuono, Highsmith & Whatley, P.C., a California professional corporation with its principal place of business at 420 Sierra College Drive, Suite 140, Grass Valley, CA 95945 ("Provider"), individually referred to herein as a "party" and collectively as the "parties."

RECITALS

WHEREAS, the Commission is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and

WHEREAS, the Commission is authorized by those provisions to contract with persons specially trained, experienced, expert and competent to perform special services in Yuba County; and

WHEREAS, Provider warrants that it is qualified and agreeable to render the work proposed in Provider's original October 18, 2010 Response to the Request for Qualification for Legal Services, which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Provider changed its name in 2014 to Colantuono, Highsmith & Whatley, P.C. and in 2015 changed its principal place of business to 420 Sierra College Drive, Suite 140, Grass Valley, CA 95945; and

WHEREAS, the Commission at their April 24, 2025 meeting, approved continuing the original contract NO 10-4 with Provider in reference to the Commission Policies and Procedures Manual, Section 204-3.1.3.

NOW, THEREFORE, the Commission and Provider agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. REQUEST FOR QUALIFICATIONS (RFQ).

A. Provider agrees to use the funds awarded under this Agreement to pay for the services specified in its original October 18, 2010, Response to the RFQ for Legal Services (**Exhibit A**) for Provider's legal services as contract General Counsel of the Commission.

B. Provider shall provide all facilities, equipment, personnel, labor, and materials necessary to provide the foregoing services in accord with this Agreement. Provider warrants that it and all its employees have all necessary licenses and/or permits required both by law and

all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this Agreement. Failure to maintain all the licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by Commission. In the event of any conflict between any of the provisions of this Agreement (including Exhibits) the provision that requires the highest level of performance from Provider for the Commission's benefit shall prevail.

3. **CONTRACT TERM.** Unless sooner terminated pursuant to Section 24.C below, this Agreement shall begin on the date written above and shall terminate on June 30, 2028, which means that all work required by this Agreement shall be completed by that date.

4. **TOTAL PRICE CEILING.** Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of FIFTEEN THOUSAND DOLLARS (\$15,000) per fiscal year or such other sums as are budgeted for Provider's services by the Commission in a fiscal year. Notwithstanding anything to the contrary in **Exhibit A** attached hereto, Provider shall bill its services by the hour at the rate of \$280 per hour.

5. **METHOD OF PAYMENT.**

A. Provider shall invoice the Commission not more frequently than monthly for its services provided under this Agreement and for reimbursable expenses as outlined in its response to the Request for Qualifications for Legal Services attached hereto as Exhibit A. Invoices will reflect services for the period billed, typically monthly, indicating the date of service, provider of service, and the amount of time incurred. Internal copies, mileage and telecopies will be billed based on data reported via invoices as to the number incurred in a month. Other expenses shall be supported by vendor invoices or other documentation acceptable in the reasonable discretion of Commission's Executive Director.

B. Commission staff will process timely invoices before processing late ones. Any invoice submitted after forty-five (45) days after each fiscal year and/or termination of this Agreement will not be honored by Commission, and Commission shall have no obligation to pay any such amount for the services provided, unless Provider has obtained prior written Commission approval to the contrary.

C. Provider assumes full financial liability for services provided outside the terms of this Agreement.

6. **INSURANCE.**

A. **General Liability.** Provider shall maintain and provide the Commission with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.

B. **Automobile.** Where the services to be provided under this Agreement involve or require the use of any type of vehicle by the Provider in order to perform said services, the Provider shall also maintain and provide the Commission with proof of a comprehensive business or commercial automobile liability coverage including non-owned and hired automobile

liability in the amount of one million dollars (\$1,000,000). Commission acknowledges that Provider does not own any automobiles but maintains non-owned automobile liability insurance coverage and agrees to accept such coverage in satisfaction of the requirements of this section 7.B.

C. Worker's Compensation. If required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.

D. Professional Liability of not less than one million dollars (\$1,000,000) as appropriate to the service being rendered, including coverage for legal malpractice, error, and/or omission.

E. Said policies shall remain in force through the life of this Agreement and shall be payable on a claims made basis. Additionally, Commission shall be named as additional insured on the policies required by sections 7.A. and 7.B. above. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement.

F. During the term of this Agreement, Provider shall furnish the Executive Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Provider shall provide upon request complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

7. ASSIGNMENT AND SUBCONTRACTS.

A. Assignment. Provider shall not assign, delegate, or transfer its duties, responsibilities, interests, or any portion of the work to be performed under this Agreement without the prior express written consent of Commission. Any assignment without such approval shall be void and, at Commission's option, shall terminate this Agreement. Any change in the corporate structure of Provider, the governing body of Provider, the management of Provider or the transfer of assets in excess of 10 percent of the total assets of Provider shall be deemed an assignment of benefits under the terms of this Agreement requiring Commission approval.

B. Subcontracting. Provider shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of Commission. If Commission consents to Provider's hiring of subcontractors, all subcontractors shall be deemed to be employees of Provider, and Provider agrees to be responsible for their performance. Provider shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. Provider shall cause all of the provisions of this Agreement, in its entirety, to be included in and made a part of any subcontract executed in the performance of this Agreement.

C. All subcontracts, inclusive of service provisions and budgets, shall be in writing and copies provided to Commission within thirty (30) days of execution of the subcontract.

8. OWNERSHIP OF DOCUMENTS, WORK PRODUCTS, AND DURABLE GOODS.

A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the Commission, and Provider agrees to deliver and assign the foregoing to the Commission, upon completion of the services hereunder or upon any earlier termination of this Agreement. Provider assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the Commission without restriction or limitation on their use. No charge will be made for any of the foregoing.

B. During and following the term of this Agreement, Provider shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Provider was compensated by the Commission without the express written permission of the Executive Director or his/her designee.

C. Notwithstanding the foregoing, Provider may keep copies of materials prepared under this Agreement and may make use of those materials in its law practice generally, subject to its duties to protect the Commission's confidences.

9. INDEMNIFICATION. Provider agrees to indemnify, defend (by counsel reasonably satisfactory to Commission's counsel), and hold Commission harmless from any and all liabilities and from any and all claims and losses to anyone who may be injured or damaged by reason of Provider's willful misconduct or negligent performance of this Agreement. Provider agrees to immediately notify Commission staff if any legal action is filed against Provider related to work funded by this Agreement.

10. CONFIDENTIALITY.

A. Provider shall comply with, and will require its officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and regulations regarding the confidentiality of applications and records concerning an individual made or kept by the Provider, and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this Agreement or the services required by this Agreement.

B. Provider shall inform all of its officers, employees, agents, sub-Providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.

11. INSPECTION & AUDIT.

A. Any other provision of this Agreement notwithstanding, at reasonable times during normal business hours, Commission or Executive Director, and/or their appropriate audit agency or designee, shall have the right to audit and inspect any books and records of Provider which pertain to services performed and determinations of amounts payable under this

Agreement. Provider shall also furnish the Commission and Executive Director with such additional information as they may reasonably request to evaluate the services being rendered.

B. Provider shall maintain on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. These documents and records shall be retained for at least three (3) years from termination of this Agreement. Provider shall permit Commission to audit all books, accounts, or records relating to this Agreement or all books, accounts, or records of any business entities controlled by Provider who participated in this Agreement in any way.

C. Any audit may be conducted on Provider's premises or, at Commission's option, Provider shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Commission. Provider shall refund any moneys erroneously charged. If Commission requires an audit due to errors on the part of the Provider, Provider shall be liable for the costs of the audit in addition to any other penalty to be imposed.

12. **LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** Provider agrees to administer this Agreement in accordance with all applicable Commission policies, as well as any local, county, state, and federal laws, rules, and regulations applicable to its operations and shall comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire, safety, health, and sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. Provider shall keep in effect all licenses, permits, notices, and certificates required by law, and by this Agreement.

13. **NONDISCRIMINATION.**

A. During the performance of this Agreement, Provider shall not unlawfully discriminate, harass, or allow harassment against any recipient of services, employee, or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, sexual preference, or use of leave authorized by law. Provider shall ensure that its evaluation and treatment of recipients of services, employees, and applicants for employment are free of such discrimination and harassment. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) set forth in Chapter 5 of 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. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

B. Provider shall comply with the following: Provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000), as amended by the Equal Opportunity Act of March 24, 1972 (P.L. 92-261), Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), and all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84); and the Americans with Disabilities Act.

C. Statement of Compliance. By signing this Agreement, Provider hereby certifies under penalty of perjury, as defined in California law, that Provider has, unless exempted, complied with the nondiscrimination requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

14. RELIGIOUS ACTIVITIES. Provider shall not, when conducting work funded by this Agreement: (A) Discriminate against anyone in employment or hiring based on religion; (B) Discriminate against any persons served based on religion; nor (C) Provide any religious instruction, worship, or counseling.

15. SMOKE-FREE PREMISES. Provider shall prohibit smoking on its premises. "Premises" shall include all property owned, leased, or occupied by Provider, including its offices and day care centers, if applicable.

16. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. No funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

17. NOTICES. Notices shall be given to Commission at the following location:

FIRST FIVE YUBA
1114 Yuba Street, Suite 141
Marysville, CA 95901

Notices shall be given to Provider at the following addresses:

COLANTUONO, HIGHSMITH & WHATLEY P.C.
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945

18. INDEPENDENT PROVIDER. Both parties understand and agree that Provider is an independent contractor and that no relationship of employer-employee exists between the Commission and Provider. Neither Provider nor Provider's assigned personnel shall be entitled to any benefits payable to employees of the Commission.

19. PUBLIC RECORDS ACT. Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

20. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yuba County. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

21. TERMINATION.

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within the fifteen-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

B. This Agreement is subject to the Commission appropriating sufficient funds for the activities required of the Provider pursuant to this Agreement. If the Commission's adopted budget does not appropriate sufficient funds for this Agreement, the Commission may terminate this Agreement by giving thirty (30) days written notice to the Provider, in which event the Commission shall have no obligation to pay Provider any further funds or provide other consideration, and the Provider shall have no obligation to provide any further services under this Agreement.

C. This Agreement may be terminated for any reason by either party at any time during its term, by giving a thirty-day written notice to the other party.

22. INTEGRATION. This Agreement, including the language preceding the Agreement and the Agreement itself, represents the entire understanding of Provider and Commission as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may be amended only by written instrument signed by the Commission and Provider.

[Remainder of page intentionally left blank.]

23. AUTHORITY. By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

FIRST FIVE YUBA COUNTY CHILDREN & FAMILIES COMMISSION

Sally Sokoloski, Commission Chair

Date

COLANTUONO, HIGHSMITH & WHATLEY P.C.

Gary B. Bell, First Vice-President and Secretary

Date

EXHIBIT A

Response to Request for Qualifications for Legal Services

DRAFT

EXHIBIT A - RFQ RESPONSE

Michael G. Colantuono
MColantuono@CLLAW.US
(530) 432-7359

Colantuono & Levin, PC
11406 Pleasant Valley Road
Penn Valley, CA 95946-9001
Main: (530) 432-7357
FAX: (530) 432-7356
WWW.CLLAW.US

October 18, 2010

VIA FEDEX

Jenny Sharkey, Executive Director
First Five Yuba
1114 Yuba Street, Suite 121
Marysville, CA 95901

Re: **Proposal to Provide Legal Services**

Dear Ms. Sharkey:

Introduction. Thank you for the opportunity to propose the services of Colantuono & Levin, PC as legal counsel to the First 5 Yuba Commission. We would be honored to do so. If we can provide further information to assist your review of this proposal, please let me know.

Background and Experience. Colantuono & Levin provides legal services to a wide range of local government organizations from offices in Penn Valley and Los Angeles. We propose that I serve as your Legal Counsel. I have twenty years' experience in public law representing cities, counties, special districts, and agencies of each of them. Locally, I serve as General Counsel of the Yuba LAFCO and of the North Yuba Water District. I also serve as City Attorney of Auburn and Calabasas and as General Counsel to the Rough & Ready and Ophir Hill Fire Districts. California Chief Justice Ronald M. George recently presented me with the 2010 Public Lawyer of the Year Award on behalf of the California State Bar Association. My complete resume and the firm's profile are enclosed.

Although we have not previously represented a First Five Commission, I am familiar with Proposition 10 and has undertaken tobacco-related and other legal work for such public health advocacy groups as the Public Health Law & Policy's (formerly the Public Health Institute's) Tobacco Assistance Legal Center, the California Center for Public Health Advocacy, and the California Department of Health Services Childhood Lead Poisoning Prevention Branch. I wrote and argued an *amicus* brief on behalf of the California Lung Association in the groundbreaking case of *Birke v. Oakwood Worldwide* (2009) 169 Cal. App. 4th 1540, which established that pervasive outdoor secondhand smoke may form the basis for private nuisance claim and thus opened a door closed by a 1967 decision to the use of nuisance law to attain public health air quality objectives.

EXHIBIT A - RFQ RESPONSE

Jenny Sharkey, Executive Director
October 18, 2010
Page 2

Among my public health clients who can serve as references are:

Marice Ashe, Esq., Executive Director, Public Health Law & Policy
(510) 302-3305
mashe@phlpnet.org
2201 Broadway, Suite 502
Oakland, CA 94612

Dr. Harold Goldstein, Executive Director, California Center for Public Health Advocacy
(530) 297-6000
hg@publichealthadvocacy.org
P.O. Box 2309
Davis, CA 95617

I have reviewed the current strategic plan for First 5 Yuba and have an understanding of the goals the Commission has set for itself. I believe I have the experience and skills to support that work. I am fully conversant with the laws that apply to your Commission, including conflict of interest laws, the Brown Act, and Robert's Rules of Order. I am a frequent speaker and trainer on these topics. Most recently I volunteered my time to provide A.B. 1234 training on these and other laws applicable to local government officials in Yuba County on October 19th and in Colusa County on October 20th.

Scope of Work. Recognizing that the Commission must be very careful in how it spends its limited budget for legal services, I will be interested in know where the Commission wants to emphasize legal support. Many local government agencies require their counsel to attend all regularly scheduled commission meetings in person. First 5 Yuba may not find that necessary, in which case I can attend all or part of those meetings where my assistance is most needed. I can also be available by telephone when appropriate (to avoid travel time), and can provide advice to the Commission and its staff by telephone, email, fax, etc. Whether or not I regularly attend your meetings, I should review your Commission agenda packets to stay up-to-speed on your work and to identify legal issues as to which my advice can help you prevent future legal problems. We are firm believers in the theory that "a stitch in time saves nine" and work hard to prevent legal issues before they arise, which is much less expensive than solving legal problems after they do come up.

I would be happy to discuss this with your Commission and staff to make sure that we are targeting your limited legal services budget in a way that is of most use to you. At bottom, we know that ours is a service profession and we strive to provide advice that is helpful, understandable and fairly priced.

EXHIBIT A - RFQ RESPONSE

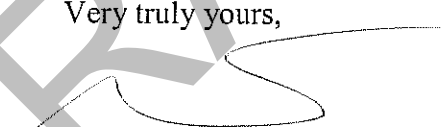
Jenny Sharkey, Executive Director
October 18, 2010
Page 4

Bill Suppa, General Manager, North Yuba Water District
(530) 675-2567
ycwdwaterman@sbcglobal.net
P.O. Box 299
Brownsville, CA 95919

Bob Richardson, City Manager, City of Auburn
(530) 823-4211 x192
rrichardson@auburn.ca.gov
1225 Lincoln Way, Room 9
Auburn, CA 95603.

Conclusion. Thank you for the opportunity to propose our services to the Commission. Additional information about me and our firm may be found on our website at WWW.CLLAW.US. If I can provide further information to assist your review of this proposal, please let me know.

Very truly yours,



Michael G. Colantuono

MGC:mgc
Enclosures (resume, firm profile)

EXHIBIT A - RFQ RESPONSE

Jenny Sharkey, Executive Director
October 18, 2010
Page 3

Budget. We bill our services by the hour and propose a rate of \$200 per hour, a substantial discount from my full billing rate. We generally charge our local clients for travel time, as well, but do our best to manage the need for travel to maximize the services we can provide within your available budget. As to out of pocket expenses, we charge mileage at the IRS rate, \$1 per page for outgoing faxes, fifteen cents per page for in-house copying, and all other expenses are charged at our actual cost, without markup. Our general counsel clients find that out-of-pocket expenses are a very small portion of their bills with costs being meaningful only in litigation matters (lawsuits).

We are open to discussing non-hourly arrangements if the Commission wishes, such as a fixed fee for meeting attendance or for particular projects, or a monthly retainer by which we would agree to accept a fixed amount for a defined scope of services. These arrangements, however, will require further discussion to make sure we arrive at an arrangement that is fair. If a fixed fee is too low, we will not have the time we need to serve you adequately; if it is too high, you will not get fair value for what you pay us. We are happy to revisit billing arrangements at any time during our work with the Commission.

We also understand that it is our responsibility to manage your legal services budget and to work closely with your Executive Director to stay under budget and to give early warning if, for some reason (like a lawsuit) it is not possible to do so. You will find if you consult our references that we have many years' experience successfully managing our work to attain our clients' fiscal objectives.

Resumes. My resume and the firm's profile are enclosed. Biographical statements for the firm's other 10 attorneys, who are available to support my work if needed, may be found on our website under the "attorneys" link at WWW.CLLAW.US. Given the nature of your work and the size of your budget, it will be most efficient if I do the bulk of the work personally with support from my associates as a given project may require. Accordingly, I do not propose more than one attorney for this team.

List of references. In addition to the two public health references noted above, the following clients can speak to my work:

John Benoit, Executive Officer, Yuba LAFCO
(707) 592-7528
johnbenoit@surewest.net
526 C Street
Marysville, CA 95901

Colantuono & Levin, PC

Firm Profile

(213) 542-5700

(530) 432-7359

Info@CLLAW.US

Colantuono & Levin, PC is a municipal law firm with offices in Los Angeles and outside Grass Valley in the Sierra Foothills that represents public and private clients throughout California in municipal law, including public revenues, land use, elections, labor and employment, redevelopment, housing, the California Environmental Quality Act, the Cortese-Knox-Hertzberg Act, and associated litigation. Our core commitment is to provide advice our clients find helpful, understandable, and fairly priced.

The firm includes California's leading experts on local government revenues, including Propositions 13, 62, and 218 and our attorneys argued three Proposition 218 cases to the California Supreme Court: *Richmond v. Shasta CSD* (2004), *Bonander v. Town of Tiburon* (2009) and *Greene v. Marin County Flood Control and Water Conservation District* (2010) and are counsel in a fourth case pending in that court: *Ardon v. City of Los Angeles*. Our litigators have broad experience in public-sector litigation and such private-sector topics as general commercial litigation, employment law, and unfair competition.

The firm serves as general counsel or city attorney of the cities of Auburn, Barstow, Calabasas, La Habra Heights, Los Alamitos and Sierra Madre, the Auburn Urban Redevelopment Authority, the Barstow Redevelopment Agency, the Sierra Madre Community Redevelopment Agency, the Ophir Hill and Rough & Ready Fire Districts, the Orangeline Development Authority, the SELACO Workforce Investment Board, the Yuba County LAFCo and the North Yuba Water District. The firm serves as special counsel to local governments throughout California, including the cities of Alameda, Atherton, Belmont, Cerritos, Cupertino, Eureka, Folsom, Fremont, Fresno, Huntington Beach, Huntington Park, Lathrop, Livermore, Lodi, Long Beach, Los Angeles, Mammoth Lakes, Marina, Morgan Hill, Mountain View, Newark, Newport Beach, Oakland, Oxnard, Pacifica, Palo Alto, Pasadena, Redondo Beach, Richmond, San Diego, San Francisco, San Juan Batista, San Mateo, Santa Maria, Santa Clara, Sausalito, Simi Valley, South Gate, South Lake Tahoe, Torrance, Vallejo, Ventura, Vista, Yuba City, and Yreka; Marin, Nevada, Riverside, and San Benito Counties; and the Nevada, San Diego and Yolo County LAFCOs.

Please visit our website at www.cllaw.us for more information.

MICHAEL G. COLANTUONO, ESQ.

EMPLOYMENT

Shareholder, Colantuono & Levin, PC

11406 Pleasant Valley Road

Penn Valley, CA 95946-9024

Telephone: (530) 432-7359; Facsimile: (530) 432-7356; Cell: (530) 263-8506

E-mail: mcolantuono@cilaw.us

Practice emphasizes advice and litigation for local governments, with special expertise in municipal finance, land use, the Cortese-Knox-Hertzberg Act, and environmental regulation. City Attorney of Auburn and Calabasas and General Counsel to the Auburn Urban Development Authority, as well as Special Counsel to cities, counties, and special districts throughout California. General Counsel to the Yuba County LAFCO, North Yuba Water District and Ophir Hill and Rough & Ready Fire Districts; Special Counsel to the Nevada, San Diego and Yolo LAFCOs. Previously City Attorney of Cudahy and General Counsel of the Cudahy Redevelopment Agency (1992-1999), General Counsel to the Big Bear City Community Services District (1994-2001), City Attorney of La Habra Heights (1995-2004), City Attorney of Barstow and General Counsel of the Barstow Redevelopment Authority (1997-2004), City Attorney of Monrovia and General Counsel of the Monrovia Redevelopment Agency (1999-2002), City Attorney of Sierra Madre and General Counsel of the Sierra Madre Community Redevelopment Agency (2003-2007).

Shareholder and Associate (1989-2001), Richards, Watson & Gershon, PC
Los Angeles, California

Adjunct Professor of Law (Spring 1995)

Boalt Hall School of Law at the University of California at Berkeley
Administrative Law

Law Clerk (1988-1989), Honorable James R. Browning
United States Court of Appeals for the Ninth Circuit

EDUCATION

Boalt Hall School of Law, University of California at Berkeley, J.D., May 1988. Member, Order of the Coif. Articles Editor, *California Law Review*. Thelen Marrin Award Recipient (Highest Ranked Graduate). Moot Court Board Award. Recipient, American Jurisprudence and Prosser Awards for Excellence in Property, Land Use, Contracts, Constitutional Law, Evidence, Federal Courts, Corporations and International Law.

Harvard University, Cambridge, Massachusetts, B.A. *magna cum laude* in Government, June 1983.

MICHAEL G. COLANTUONO, ESQ.

Resume

Page Two

PROFESSIONAL ACTIVITIES AND HONORS

Recipient, Public Lawyer of the Year Award (2010). California's Chief Justice Ronald M. George presented Mr. Colantuono with the 2010 Ronald M. George Public Lawyer of the Year Award, which recognizes an exceptional lawyer who has dedicated a significant portion of his or her career to public service. Award recipients are lawyers who represent the highest level of professional and ethical standards and who are inspirational advocates for the public interest in the view of the Executive Committee of the Public Law Section of the California State Bar Association.

Chairman, Proposition 218 / Utility Fee Working Group and Member, Utility Users Tax Task Force of the City Attorneys Department of the League of California Cities (2006-present). Mr. Colantuono was appointed to these working groups by the President of the City Attorneys Department; the Committee is currently working on assessment and fee legislation, such as S.B. 321 and response to *Greene v. Marin County Flood Control & Water Cons. Dist.*

Director, Northern California Lawyer Access, Inc. (Director, 2007 – present; President 2008 - 09). This nonprofit is authorized by the State Bar to operate a lawyer referral service in 19 northern California Counties and does so to raise funds to provide no- and low-cost legal services to low-income people.

President, Board of Trustees of the Nevada County Law Library (Trustee, 2005 – 2009; President, 2008 – 09). The Nevada County Board of Supervisors appointed Mr. Colantuono as one of two attorney representatives to the Board.

President, Nevada County Bar Association (2006). Mr. Colantuono also served as Vice President in 2005. He presently serves on the NCBA's Fee Arbitration panel, providing *pro bono* mediation services to attorneys and clients in disputes over fees for legal services.

Graduate, Nevada County Civic Leadership Institute (Class of 2005 – 2006). Selected to participate in leadership development institute sponsored by the Nevada City and Grass Valley / Nevada County Chambers of Commerce, Sierra College, and the United Way of Western Nevada County.

President, Nevada City Rotary Club (2009 – 10); Member (2006 – present); Director (2007 – present); President Elect (2008 – 09); Past President (2009-10)

MICHAEL G. COLANTUONO, ESQ.

Resume

Page Three

PROFESSIONAL ACTIVITIES AND HONORS (Continued)

President of the City Attorneys Department of the League of California Cities (2003-2004). Mr. Colantuono was elected by his peers to lead the professional association of city attorneys. Mr. Colantuono's service included *ex officio* service on the Legal Advocacy Committee of the League and service as the Department's 1st Vice President (2002-03) and 2nd Vice President (2001-02).

Member, Commission on Local Governance for the 21st Century. (1998-2000). Appointee of the Rules Committee of the California State Assembly. This Commission's report led to 2000's A.B. 2838, which comprehensively revised the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, which governs the establishment, dissolution, expansion and merger of local governments in California.

Chairman, League of California Cities Proposition 218 Legislative Task Force. (1996-1997) Mr. Colantuono chaired a committee charged with drafting legislation to clarify and implement Proposition 218, the "Right to Vote on Taxes Act," adopted in November 1996. The results of the Task Force's work are reflected in Chapter 38 of the Statutes of 1997.

PUBLICATIONS

"10 Things You Need to Know About City Finance," **Western City** (November 2010) (co-authored with Michael Coleman).

"Limitations on Exercise of Taxing Authority; Procedural Issues," **The California Municipal Law Handbook**, Chapter V (California Continuing Education of the Bar, Contributor, 2004, Reviewer, 2005-present).

Proposition 218 Implementation Guide. (League of California Cities, January 1997 edition, Contributor); (1998, 1998-A, 2000 and 2007 editions, Contributor and Editor).

"Metered Utility Rates are Subject to Proposition 218," **Western City** (October 2006).

Special Financing Districts: An Introduction to Special Assessments and Special Taxes. (NBS, 2006) (Contributor).

MICHAEL G. COLANTUONO, ESQ.

Resume

Page Four

PUBLICATIONS (Continued)

*"Forward," **Practicing Ethics: A Handbook for Municipal Lawyers** (League of California Cities, 2004).*

*"Local Fiscal Authority and Stability: Control and Risk and California City Revenues," **Western City** (August 2003) (co-authored with Michael Coleman).*

*"The Origins and Devolution of Local Revenue Authority," **Western City** (June 2003) (co-authored with Michael Coleman).*

*"Proposition 37: The Latest Salvo in the War Against Local Fiscal Authority," **Public Law Journal** (Fall 2000).*

Securing Voter Approval of Local Revenue Measures. (League of California Cities, 1999) (Contributor).

Practice Under the California Environmental Quality Act. (Continuing Education of the Bar, California, 1993) (Consultant).

AGENDA ITEM 3

April 24, 2025

Subject	Olivehurst Public Utility District (OPUD) Aquatics Program Unsolicited Funding Request
Supporting Document(s)	a) Olivehurst Public Utility District (OPUD) Budget and SOW b) Contract Amendments
Overview	The Commission will consider a contract extension for Olivehurst Public Utility District (OPUD) regarding a proposal to continue injury prevention efforts, water safety, drowning prevention, and recreation among children 0-5 in Yuba County.
Recommendation	After review of the current contracts and amendments it was determined that the proposal was aligned with the commission's <i>Strategic Framework</i> - meets the desired outcomes of <i>Increased Physical Activity and Safety</i>. Investments were also previously identified as an area of interest for funding in the Long Range Financial Plan. The services as outlined in the scope of work and budget and will benefit children 0-5 and their families. With declining revenues, the Commission has instructed a 10% reduction in all community investments. These reductions are reflected in their proposed budget. The commission considers the contract extension for OPUD for FY 2026.
Fiscal Impact	A total of \$15,300 for FY 2026
Action Requested	Motion to approve or deny the OPUD contract extension for FY 2026

SCOPE OF WORK – EVALUATION PLAN (SOW-EP)

EXHIBIT A

Objective 1:	Increase physical activity and water safety among children aged 0-5 and their families
Goal Area:	All Children are healthy and maintain optimum health
Desired Result:	Increased frequency of physical activity
Primary Target:	Children ages 0 – 5 and their families

	Activity Description	Assigned Staff	Performance Measure/Indicator & Data Source/Assessment Tool	Annual Service Targets (unduplicated)
ACTIVITY 1.1				
Water safety and physical activity	Use no-cost swimming lessons for children aged 0-5 to increase age-appropriate water safety practices		Increase the percent of parents who report instances of physical activity with children The number of children aged 0-5 and parents/caregivers served through use of registration forms. Parent/child profiles and consent (Apricot) – OPUD will provide registration forms to First 5 Yuba for data entry and processing	70 children ages 0-5 unduplicated per year, swim lessons
ACTIVITY 1.2				
Parent-child physical activities	No cost admission for children ages 0-5 during open swim.		The number of children aged 0-5 and parents/caregivers served through use of registration forms. Parent/child profiles and consent (Apricot) – OPUD will provide registration forms to First 5 Yuba for data entry and processing	2040 children ages 0-5, duplicated, per year
ACTIVITY 1.3				
Community and Family Outreach	Coordinate with community partner agencies and participate in promotional activities that encourage the positive effects of behaviors that affect a child's ability to learn, be active, and stay healthy Use of facilities (i.e., Community Center, parks etc.) at no cost to First 5 Yuba and Strategic Partners to implement and enhance program access and services to families.		Track all activities including but not limited to posters, printed materials, and social media through the use of a workshop/event log	4 events per year

Agency Name: **Olivehurst Public Utility District Pool**Project Title: **Summer Aquatics**Fiscal Lead Contact: **Karin Helvey**

Phone Number:

Email: **khelvey@opud.org**

		FISCAL YEAR: 2024 - 2025				FISCAL YEAR: 2025 - 2026			
		TOTAL PROGRAM COSTS	APPLICANT FUNDING	IN KIND / OTHER FUNDING	COST TO FIRST 5 YUBA	TOTAL PROGRAM COSTS	APPLICANT FUNDING	IN KIND / OTHER FUNDING	COST TO FIRST 5 YUBA
A. SALARIES & BENEFITS									
FTE	POSITION TITLE								
	Parks Maintenance Supervisor	\$1,050.00		\$1,050.00		\$500.00		\$400.00	\$100.00
	Parks Maintenance Worker	\$1,050.00		\$1,050.00					
	Financial Manager	\$500.00			\$500.00	\$100.00		\$50.00	\$50.00
	Pool Manager & Life Guards	\$56,800.00		\$48,800.00	\$8,000.00	\$60,000.00		\$51,200.00	\$12,000.00
	Office Manager	\$1,000.00			\$1,000.00	\$200.00		\$150.00	\$50.00
	TOTAL SALARIES	\$60,400.00		\$50,900.00	\$9,500.00	\$60,800.00		\$48,600.00	\$12,200.00
	TOTAL BENEFITS	\$2,200.00		\$1,150.00	\$1,050.00	\$100.00		\$1,050.00	\$1,050.00
	TOTAL SALARIES & BENEFITS	\$62,600.00	\$0.00	\$52,050.00	\$10,550.00	\$60,900.00	\$0.00	\$49,650.00	\$13,250.00
B. OPERATING EXPENSES									
	Office Expense	\$525.00		\$375.00	\$150.00	\$200.00		\$150.00	\$50.00
	Program Materials & Supplies (Chemicals, operating & pool supplies, insurance, etc.)	\$7,350.00		\$6,350.00	\$1,000.00	\$4,000.00		\$3,500.00	\$500.00
	Travel & Training (mandatory training for Life Guards and Pool Manager	\$2,100.00		\$1,000.00	\$1,100.00	\$1,000.00		\$500.00	\$500.00
	Water, Sewer, Communication Utilities	\$4,200.00			\$4,200.00	\$3,000.00		\$2,000.00	\$1,000.00
	TOTAL OPERATING EXPENSE	\$14,175.00	\$0.00	\$7,725.00	\$6,450.00	\$8,200.00	\$0.00	\$6,150.00	\$2,050.00
C. SUBCONTRACTS									
	<i>SUBCONTRACTS - AGENCY NAME</i>								
		\$0.00				\$0.00			
		\$0.00				\$0.00			
	TOTAL SUBCONTRACTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL DIRECT PROGRAM COSTS	\$76,775.00	\$0.00	\$59,775.00	\$17,000.00	\$69,100.00	\$0.00	\$55,800.00	\$15,300.00
D. INDIRECT COST (%)									
	% of Grant	\$0.00				\$0.00			
	TOTAL INDIRECT EXPENSES	\$0.00			\$0.00	\$0.00			\$0.00
	TOTAL PROGRAM BUDGET	\$76,775.00			\$17,000.00	\$69,100.00			\$15,300.00

Total **\$15,300.00**

**FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION
AMENDMENT NUMBER 1 TO
AGREEMENT NO: SP24-101
BY AND BETWEEN FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES
COMMISSION AND OLIVEHURST PUBLIC UTILITY DISTRICT**

This First Amendment (Amendment) to Agreement No. SP22-101 (Agreement) between the FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION ("COMMISSION"), and OLIVEHURST PUBLIC UTILITY DISTRICT (PROVIDER) entered on July 1, 2023, is made and entered into this 1st day of July 2025.

RECITALS

WHEREAS, the COMMISSION entered into the AGREEMENT with PROVIDER for the purpose of increasing parent knowledge of child development through SCHOOL READINESS PROGRAM (Program); and

WHEREAS, the COMMISSION on April 24, 2025 reviewed Provider's performance and approved extending the Agreement through June 30, 2026; and

AGREEMENT

NOW, THEREFORE, in consideration of the mutual conditions, promises, and covenants hereinafter contained, the parties agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. CONTRACT TYPE

This Agreement is a cost reimbursement grant for professional services. Notwithstanding any other provision of this Agreement, in no event shall the cost to Commission for the work to be provided herein exceed the maximum sum of FIFTEEN THOUSAND THREE HUNDRED DOLLARS (\$15,300.00) without the prior authorization of the Commission.

3. CONTRACT TERM

Length. This amendment shall extend the contract term for one year and shall terminate on June 30, 2026.

4. BUDGET

Provider shall use funds derived from this Agreement as outlined in the Program BUDGET and NARRATIVE approved by the commission set forth in **Exhibits A**

and B for the program written above. Any modifications to specific line items that vary the budgeted line item by more than ten (10) percent require approval by the Commission.

5. CONTINUATION OF TERMS OF AGREEMENT

Except as expressly modified herein by this First Amendment, all terms and conditions of the AGREEMENT shall remain in full force and effect.

[Remainder of page intentionally left blank]

DRAFT

1. AUTHORITY.

By signing below, the parties to this Agreement represent that they have the authority to enter into this Agreement and that they agree to abide by the terms and conditions specified above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.

FIRST FIVE YUBA COMMISSION

Commission Chair

Date

OLIVEHURST PUBLIC UTILITY DISTRICT

General Manager

Date

Approved as to Form:

Master Contract Agreement Amendment Template approved as to form by Commission Counsel June 7, 2024

AGENDA ITEM 4**April 24, 2025**

Subject	First Reading- Fiscal Year (FY) 2025-2026 Draft Budget
Supporting Document(s)	1. Draft Budget Narrative 2. Draft Budget
Overview	Pursuant to Health and Safety Code provisions and the County of Yuba Ordinance Code 4.45, the Commission must adopt a budget prior to the start of the fiscal year. Draft budget was built using the most current projections of incoming funding resources and most recent Prop 10 projections provided by the Department of Finance from April 2025 have been used to develop draft budget.
Discussion	The Commissioners will receive an updated report on the planning efforts and will be provided with draft budget to review and consider for the 25/26 fiscal year.
Recommendation	Review draft budget and make recommendations authorizing the Executive Director to move forward to compile a final budget in order to perform all operational and administrative duties necessary to implement the strategic plan in FY 2025-2026
Action Requested	No action requested

Agenda Item 4

Prop 10 Budget & Sustainability

This narrative is intended to brief the Commission on drafting the annual budget, revenues and the long range financial plan in accordance with Health and Safety Code provisions and the County of Yuba Ordinance Code 4.45 in adopting a budget for the 25/26 fiscal year.

OVERVIEW

Over the past decade, tobacco tax revenues have been on the decline. Additionally, the recent passage of Proposition 31 (the flavor ban) has had a consistent and irreversible impact on both state and local tobacco tax revenues. Overall, First 5 has seen an overall rapid decline of 21% over the last two years.

The updated tobacco tax projections from September 2026 continue to show a steady decline. Lower-than-expected cigarette tax distributions persist, and the unstable projections from the Department of Finance (DOF) raise concerns as the Commission works on developing the budget and long-term financial plans.

DISCUSSION:

In the urgency of this steep and lasting revenue decline the Executive Director has thoroughly reviewed the current Mid-Year budget and determined possible areas for reserve the next fiscal year. In addition, the ED worked with Strategic Partners in sustainability planning, requesting a reduction reducing budgets by overall 10%. Lastly the Executive Director is exploring new additional external grant opportunities to support First 5 Yuba program sustainability.

Budget Highlights:

REVENUES:

- Proposition 10 revenues in 2026-26 are projected to be **\$623,113** which is \$21,659 or ~3% from last year and overall, down approximately 21% prior to the passage of the flavors ban.
- Estimated external revenues include the following external grant revenues: **\$284,924** (~\$255,000 decrease from prior year)
 - F5CA IMPACT- \$38,000
 - Office of Traffic Safety – \$24,000 (though Sept.)
 - Partnership Infrastructure- \$75,000
 - Peach Tree Health – Developmental Screenings- \$10,000
 - Health & Human Services \$10,000
 - Yuba County Probation –\$50,000
 - Families First Prevention Services Act: \$77,924

EXPENDITURES

Administrative Costs –

- Salaries and Benefits increased overall due to the county wide class review and additional staff (~\$60,000)
- Budget was built planning for a 2.5% COLA,
- Unfunded Liability increased ~\$17,000 this upcoming FY (\$15,000 last FY23/24)
- Network fees increased to \$43,000 (~\$33,000 last FY)
- County A-87 increased to **\$86,629** (\$27,906 increase)
 - Current costs of employment
 - Increase of employees/users
 - Programs & services are highest among Auditor, HR and IT.
- Basic operating expenses such as office supplies, rent, equipment, and printing have been reduced and partially absorbed by other external grant funds reducing Prop 10 expenditures.

Program Costs –

- All Prop 10 community program costs remained relatively similar this year \$459,000 (\$429,00 – difference of DPIL)
- Imagination Library budget is expected to increase from \$18,000 to \$45,000 due to lack of one time supplemental investment by WIC partners. These costs are still matched by State of Ca Library. The Commission could consider:
 - defunding this program
 - stop all new enrollments
 - only allow 0-2 enrollment
- Mini-Grants – No Mini Grants were budgeted for this FY (saving ~\$35,000)
- Communications, outreach and community education funds were budgeted at half the level of prior years. From \$10,000 to \$5,000.

Evaluation Costs –

- Evaluation costs remain very similar to recent years not to exceed \$25,000
- Evaluation platform ~\$22,000
- Some evaluation costs to Prop 10 are being offset by external grant sources

Discovery & New Opportunities:

Admin Expenses

- Insurance- Meeting with Golden State Risk Management authority to review insurance coverage and possibly overlap with County coverage/costs.
- Eliminating unnecessary communications and subscriptions (Survey Monkey, Zoom etc.)
- Eliminating Travel Training unless required by contracts

New Funding Opportunities

- Office of Traffic Safety- Grant award announced June/July 2025 - ~\$150,000
- Providing Access and Transforming Health (PATH)– Capacity and Infrastructure Transition, Expansion and Development (CITED)– Round 4. Current and past infrastructure costs.
- First 5 California – Resiliency Fund- RFQ Released Summer 2025

Executive Director Comments

Over the past five years, First 5 Yuba's role has evolved from being a grant funder to a grant recipient. Our commitment to sustaining both external and internal programs remains evident through the successful outcomes of our initiatives, the securing of additional resources, and the ongoing support of the First 5 team.

Looking ahead, we continue to face challenges such as declining revenues, rising costs for salaries and benefits, and increasing administrative fees. Additionally, in the upcoming fiscal year, we will encounter a gap in external resources due to the conclusion of several key projects.

As we begin planning for the next five years and beyond, the Commission may need to make prudent decisions. In this process, we should evaluate our priorities and focus areas as we develop a new strategic plan for FY 2026-2031. It's essential that we identify key priorities and determine where to concentrate our efforts to ensure long-term sustainability.

FIRST 5 YUBA COUNTY DRAFT BUDGET FY 2025 / 2026	
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		General (prop10)	OTS	Paretnership	YC Probation	IMPACT	Peach	HHSD	FFPSA	Total Combine Budget
43605	Revenue - Prop. 10 (Includes 56, SMIF)	623,133.00								\$ 623,133.00
43790	Revenue- Grant Awards (CDPH, FFCA)									\$ -
43950	Revenue - Other (Non- Gov't Grants)					38,000.00				\$ 38,000.00
45100	Interest Income	1,500.00								\$ 1,500.00
46800	Fees for Services		24,000.00	75,000.00	50,000.00		10,000.00	10,000.00	77,924.00	\$ 246,924.00
47500	Contributions & Donations									\$ -
49900	Operating Transfer In - FY 24/25 Roll Over									\$ -
TOTAL REVENUE		624,633.00	24,000.00	75,000.00	50,000.00	38,000.00	10,000.00	10,000.00	77,924.00	\$ 909,557.00

[illegible]

[illegible]

AGENDA ITEM 6
April 24, 2025

Subject	Executive Director Activity Report: March - April
Supporting Document(s)	ED Report Provided at meeting
Overview	The Commission will receive information on committees, First 5 CA and Association updates, operational/program activities, and the Executive Director special report.
Discussion	Further discussion upon inquiry
Recommendation	None
Fiscal Impact	None
Action Requested	None