

**FIRST 5 YUBA COUNTY
CHILDREN AND FAMILIES COMMISSION**

Regular Meeting Agenda (HYBRID)

Thursday, August 25, 2022

3:30p.m. – 5:00p.m.

This meeting will be held in compliance with the requirements of AB 361(Government Code 54953(e)) - and will not include in person public attendance. 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 also 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.

<https://us02web.zoom.us/j/89944155576?pwd=VEZ4SWw2OEEx2NGRSMIIDSXk5ODEzQT09>

Meeting ID: 899 4415 5576 Passcode: 494623

One tap mobile +16699009128,,89944155576#,,,494623# US (San Jose)

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.
Consent Agenda	All matters listed under Consent Agenda are considered to be routine and can be enacted in one motion
Consent Agenda 1	Resolution Regarding Teleconferencing in Accordance with AB361 The Commission will review the impact of recently adopted AB 361 authorizing the Commission and standing committee meetings to occur via teleconference
Consent Agenda 2	Approval of Minutes of the June 23, 2022, Regular (hybrid) Commission Meeting
<i>Commissioner Recusal Reminder</i>	<i>All Commissioners are reminded to recuse themselves from voting on any agenda item that has a real or perceived conflict of interest.</i>
3 Discussion/Action	Special Presentation: The Commission will receive a final special presentation regarding the implementation of the Communications Plan in alignment with the 2021-2026 Strategic Plan.
4 Discussion/Action	Olivehurst Public Utility District (OPUD) Contract: The Commission will review the contract proposal from Olivehurst Public Utility District (OPUD) related to increase injury prevention efforts, water safety and recreation among children 0-5 in Yuba County.
5 Discussion/Action	22-23 Mini-Grant Program- The Commission will receive updates and solicit feedback regarding the implementation of the 22-23 Mini Grant Program.
5 Discussion/Action	AmeriCorp Partnership Program- The Commission will receive a presentation and information regarding a potential Program partnership to expand services to children in Yuba County.
6 Discussion	Executive Director Monthly Activity Report The Commission will receive information on committees, operational and program activities.

Adjourn	
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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 October 27, 2022

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.

Updated: 8/9/2022 8:49 AM

BEFORE THE FIRST 5 YUBA COUNTY
CHILDREN AND FAMILIES COMMISSION

RESOLUTION: Authorizing the continuing use of teleconferencing for Commission and standing committee meetings in accordance with AB361 signed into law September 15, 2021

RESOLUTION NO. 22 – 06

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

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

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

WHEREAS, on October 28, 2021, the Commission approved Resolution 22-01; and

WHEREAS, as a condition of extending the use of the teleconferencing provisions beyond Resolution 22-01, the Commission adopted Resolution 22-02 on December 16, 2021; and

WHEREAS, the Commission further extended the use of teleconferencing provisions when it adopted Resolution 22-03 on February 24, 2022; and

WHEREAS, the Commission further extended the use of teleconferencing provisions when it adopted Resolution 22-04 on April 28, 2022; and

WHEREAS, the Commission further extended the use of teleconferencing provisions when it adopted Resolution 22-05 on June 23, 2022; and

WHEREAS, pursuant to AB 361, in order to continue to allow the Commission, and any standing sub-committees under the commission to meet by teleconference under such abbreviated teleconferencing procedures must be renewed at least every thirty (30) days; and

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

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

2. The Commission hereby continues resolves and determines that meeting in person would present imminent risks to the health and safety of attendees, and will continue to hold its meetings by teleconference pursuant to AB 361.

3. This resolution shall become effective as of August 25, 2022, and shall apply to meetings of the Commission and meetings of all standing committees of the Commission.

PASSED, APPROVED, AND ADOPTED this 25rd day of August 2022 by the following vote:

AYES: Arnold, Gordon, Reveles, Bradford, Sokoloski, Staples, Thurman

NOES: None

ABSENT: None

ABSTAIN: None

Commission Chair (or Vice Chair)

ATTEST: Ericka Summers
First 5 Yuba Executive Director

DRAFT MINUTES

First 5 Yuba County Children and Families Commission
Regular Meeting (Hybrid) Minutes, June 23, 2022

CALL TO ORDER: *Commissioner Gordon called the meeting to order at 3:39 PM.*

> **COMMISSIONERS PRESENT –**

*Commissioner Gordon
Commissioner Staples
Commissioner Bradford
Commissioner Thurman
Commissioner Reveles*

STAFF PRESENT –

*Ericka Summers
Robin Timoszyk
Carmen Rodriguez
Rita Baker
Sarah Kotko*

> **COMMISSIONERS EXCUSED –**

*Commissioner Arnold
Commissioner Sokoloski*

PLEDGE OF ALLEGIANCE: *The group conducted the Pledge of Allegiance with the flag present.*

PUBLIC COMMENT: *No public comments received.*

1. Consent / Action- Resolution Regarding Teleconferencing in Accordance with AB361

2. Consent / Action- Approval of Minutes for April 28, 2022

Motion by Commissioner Staples to approve the Consent Agenda.

Second: Commissioner Thurman

Roll Call Vote:

Ayes: Commissioner Gordon, Thurman, Staples, Bradford, and Reveles

Nay/Abstain: None

Motion passed the Consent Agenda.

3. Discussion/Action: Youth for Change Contract

The Executive Director Ericka Summers presented the contract with Youth for Change. The recommendation is to amend to extend the contract for a year so they can fall under the continued Home Visiting implementation and partnership and lowers the ceiling cost from \$15,000 to about \$9,000.

Motion by Commissioner Thurman to approve the amended contract with Youth for Change.

Second: Commissioner Bradford

Roll Call Vote:

Ayes: Commissioner Bradford, Reveles, Staples, Thurman, and Gordon

Nay/Abstain: None

Motion carries.

4. Discussion/Action: Communications Contract

The Executive Director recommended extending the contract of the Communication and Engagement work with the Sapphire Group. This will allow sufficient time to make to ensure the website and social media tool kit will be to their full potential.

Motion by Commissioner Staples to approve the amended contract of the Communication and Engagement work with the Sapphire Group through August 31, 2022.

Second: Commissioner Thurman

Roll Call Vote:

Ayes: Commissioner Bradford, Staples, Thurman, and Gordon

Nay/Abstain: None

Motion carries.

5. Discussion: Olivehurst Public Utility District (OPUD) Contract

Tabling this action item until the August Commission Meeting. The OPUD had some concerns regarding contract indemnity language. First 5's legal council is working with OPUD representation to amend the contract. The final contract will be proposed in August and resume a July 1 start date if approved by the commission.

6. Discussion/Action: Final Approval of the Annual Budget & Long Range Financial Plan

The Executive Director Ericka Summers provided an overview the final 2022-2022 Annual Budget and Long Range Financial Plan. At the Commission Meeting in April, the draft budget was presented and it was advised that Chair Tony Gordon and ED Ericka Summers met with the CAO office to identify areas of costs savings and possible ways to better articulate true revenues, carryovers, and expenditures. In addition, Ericka Summers reviewed the Annual Prop 10 fund expenditures for the following categories; Program (71%), Administrative (18%), and Evaluation (11%). The major increase was the 5% cola in Salaries & Benefits, A-87 costs increased, as well as current upfront IT network fees. The proposed budget also included OPUD under programs.

Motion by Commissioner Staples to approve the 2022-2023 Annual Budget and the 2022-2026 Long Range Financial Plan.

Second: Commissioner Bradford

Roll Call Vote:

Ayes: Commissioner Gordon, Thurman, Staples, Bradford, and Reveles

Nay/Abstain: None

Motion Passed to approve the 2022-2023 Annual Budget and the 2022-2026 Long Range Financial Plan.

7. Discussion- Executive Director Monthly Activity Report

Executive Director Summers provided the commission with a brief administration, program, special committee updates, and outreach report. The ED also included a presentation on the Mini-Grants to explain new ideas consulted with the advisory committee on how to distribute the funding more equitably and inclusive of populations with less capacity. Final Proposal for implementation will be proposed in August

MEETING ADJOURNED AT 4:27 PM

The next Commission Meeting is scheduled for August 25, 2022.

AGENDA ITEM 3
August 25, 2022

Subject	Special Presentation: Communications Plan
Supporting Document(s)	
Overview	<p>The Commission will hear a short presentation on new assets created in alignment with 2022-2026 Communications Plan including:</p> <ol style="list-style-type: none">1. Website2. Community Engagement Videos3. Key Messaging4. Social Media Tools <p>Presented by Kary Hauk, Sapphire Marketing</p>
Recommendation	None
Fiscal Impact	NA
Action Requested	NA

AGENDA ITEM 4
August 25, 2022

Subject	Strategic Partner Proposal: Olivehurst Public Utility District (OPUD)
Supporting Document(s)	<ul style="list-style-type: none"> a) Draft Contract b) Scope of Work c) Budget
Overview	<p>On February 25, 2021, in compliance with the Children and Families First Act of 1998 the Commission adopted the 2021-2026 Strategic Plan.</p> <p>In order to carry out the functions of the strategic plan, the Commission released funding through a competitive Request for Proposal (RFP) process in alignment with the 2021-2026 Strategic Plan. Due to COVID and future uncertainties of the recreation facility OPUD choose not to apply during the normal funding cycle.</p> <p>In April of 2022, Olivehurst Public Utility District (OPUD) submitted a proposal to the Commission related to increased injury prevention efforts, water safety, and recreation among children 0-5 in Yuba County in alignment with the 2021-2026. The proposal was aligned with the commission's <i>Strategic framework - Child Health and Development – Recreation & Enrichment</i>. At the April 28, 2022 meeting the Commission asked staff to move forward and work with OPUD to develop a finalized proposal and ensure alignment with the current Budget.</p>
Recommendation	<p>After review it was determined that the proposal was aligned with the commission's <i>Strategic Framework</i> - meets 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.</p>
Fiscal Impact	<p>One year contract up to \$17,000 with option to extend services for up to an additional 3 years.</p>
Action Requested	<p>Motion to approve the contract with OPUD and authorize the Executive Director to carry out all administrative duties necessary to execute and implement the agreement.</p>

AGENDA ITEM 5
August 25, 2022

Subject	Legal Counsel Contract 2019-2022
Supporting Document(s)	<ol style="list-style-type: none"> 1. Letter of Intent & Email Correspondence 2. Draft Contract: AC22-101
Overview	<p>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 was solicited in 2010 and began on November 1, 2010. The three year contract was reviewed and renewed on November 1, 2013 and again in August of 2016 and September of 2019.</p> <p>As determined by both parties renewal of this contract would include the following changes:</p> <ol style="list-style-type: none"> 1. Rate increase from \$230 to \$240 (justifiable based on local market values) 2. The annual ceiling would not exceed \$15,000 (decrease from prior contract)
Recommendation	<p>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. Section 204, item 3.1.3 allows for continuing a sole source agreement with a contractor for the reason that:</p> <ol style="list-style-type: none"> 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 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 1-2022 – June 30, 2025.



August 15, 2022

Commission

Tony Gordon
Chair

Sally Sokoloski
Vice-Chair

Jim Arnold

Gary Bradford

Tony Gordon

Dr. Francisco Reveles

Erma Thurman

Melinda Staples

Commission Staff

Ericka Summers
Executive Director

Robin Timoszyk

Carmen Rodriguez

Rita Baker

Sarah Kotko

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, 2019, and ended June 30, 2022.

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, 2022 through June 30, 2025 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: [Summers, Ericka](#)
Cc: [Timoszyk, Robin](#)
Subject: RE: Letter of Intent to Sole Source- First 5 Yuba
Date: Monday, August 15, 2022 4:22:50 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image005.png](#)

Thanks, Ericka. It's our pleasure and we gladly accept. I'll provide any comments on the agreement on or before August 19.

Gary B. Bell

Shareholder

Colantuono, Highsmith & Whatley, PC

333 University Avenue, Suite 200 | Sacramento, CA 95825

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

gbell@chwlaw.us | www.chwlaw.us | **Blog:** www.californiapubliclawreport.com

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From: Summers, Ericka <esummers@CO.YUBA.CA.US>
Sent: Monday, August 15, 2022 9:29 AM
To: Gary Bell <gbell@chwlaw.us>
Cc: Timoszyk, Robin <rtimoszyk@co.yuba.ca.us>
Subject: Letter of Intent to Sole Source- First 5 Yuba
Importance: High

Dear Gary,

Attached you will find a letter of Intent to sole source with Colantuono, Highsmith & Whatley, PC for legal services, July 1, 2022- June 30, 2025.

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 August 19, 2022 to accept or decline. We look forward to hearing from you.

Warm regards,

Ericka Summers

Executive Director, First 5 Yuba

Children and Families Commission

1114 Yuba St., Suite 141, Marysville CA, 95901

Office: 530-749-4877 | Cell: 530-701-7080



FIRST FIVE YUBA COMMISSION

CONTRACT NO: A22-101

THIS AGREEMENT ("Agreement") is made this 1st day of July, 2022 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 August 25, 2022 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, 2025, 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 \$240 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

Tony Gordon, Commission Chair

Date

COLANTUONO, HIGHSMITH & WHATLEY P.C.

Gary B. Bell, Shareholder

Date

EXHIBIT A

Response to Request for Qualifications for Legal Services

DRAFT

AGENDA ITEM 6
August 25, 2022

Subject	Special Presentation: AmeriCorps and First 5 Partnerships
Supporting Document(s)	<ul style="list-style-type: none"> • Presentation (AmeriCorp/CAPC & First 5) • Staff Report
Overview	<p>AmeriCorps and California Volunteers was awarded federal funding as part of the Prevent Child Abuse America Program to continue partnerships specifically with local First 5 agencies in CA to continue to implement the First 5 Service Corps (F5SC) Partner programs and support positive outcomes for children and families. Some of the benefits of this partnership will include:</p> <ul style="list-style-type: none"> • Increase Yuba County's capacity to provide early intervention, and support healthy child development, • Increase the capacity of communities to serve children and their families, • Increase the personal growth and professional development of individual AmeriCorps members, • Support a stronger workforce, • Localized investment in Early Education workforce.
Recommendation	Consider investing Help Me Grow program dollars to support expanded services, increased developmental screenings and family support services to support early intervention and healthy outcomes for children and their families in Yuba County.
Fiscal Impact	<p><i>**Based on chosen tier of funding level Commission may consider investing between \$8,850- \$9,825</i></p> <ul style="list-style-type: none"> • \$5,000 From Help Me Grow Budget (\$10,000 total budgeted in 22/23) • ~\$2,400 From Community Sponsorships • ~\$2,400 From Imagination Library
Action Requested	Motion to Approve/Deny First 5 Yuba Investment and partnership with AmeriCorp First 5 Service Corps (F5SC) Partner Program in FY 22/23 and allow the Executive Director authority to carry out all administrative functions to execute and implement the contract.

AGENDA ITEM 7
August 25, 2022

Subject	Special Presentation: Mini-Grant Program FY 22/23
Supporting Document(s)	<ul style="list-style-type: none">• Presentation• Provider Guidelines• Provider Guidelines
Overview	The Commission will hear a short presentation from the Executive Director on the 2022- 2023 Mini-Grant Program and give final guidance on implementation.
Recommendation	None
Fiscal Impact	Total allocation of \$30,000 Previously approved and budgeted in 22/23
Action Requested	Motion to approve the 2022/2023 Mini-Grant Program and authorize the Executive Director to carry out all administrative duties necessary to execute and implement the program.

Mini Grants 22/23

Proposed Outline For Mini Grant Implementation 2022-2023



Background

- In April 2022 the Commission advised the ED to consider ways to reduce administrative costs and ensure budgets balanced with projected revenues
- Mini Grants 2021/22
 - **4 unfunded applicants** (2 childcare providers, 2 women owned business)
 - **~\$14,600 in unspent MG funds**
 - **Barriers:**
 - capacity of applicants,
 - language barriers,
 - experience or familiarity of competitive funding processes

New Implementation Strategy

\$30,000 Mini Grant Programs

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graph TD; A["$30,000 Mini Grant Programs"] --> B["$20,000<br/>5-8 Community Agencies"]; A --> C["$10,000<br/>10-15 Childcare Providers"];
```

\$20,000

5-8 Community Agencies

\$10,000

10-15 Childcare Providers

New Implementation Strategy

○ \$20,000

- **Target:** Community Based Organizations, Non-Profits, agencies
- **Application-** Remains the same
 - Application cover page, 3-5 page narrative including budget & evaluation plan
- **Funding:** Maximum of \$4,000 per awardee
- **Review Process** - Remains the same
 - Sent to Advisory for review and score – Must receive higher than 35 to be recommended for funding.

New Implementation Strategy

○ \$10,000

- **Target:** Licensed Childcare providers located in Yuba County
- **Application-** Similar to Sponsorship application
 - Application page, 2-3 Questions regarding purpose of the project
- **Funding:** Maximum of \$1,000 per awardee
- **Review Process** – Reviewed Internally
 - Reviewed by ED, Consult with applicant as needed to ensure projects meet guidelines and relevant to the Strategic Plan.
 - Similar to Sponsorship Process & Community Responsive Grants

Benefits to the Commission & Community

- Increase accessibility to Childcare providers
 - Appropriate use of funds
 - Culturally responsive & inclusive
- Reduce administrative oversight of multiple grants
- Reduce administrative burden on Advisory Committee
- Increase access to Commissioners by community and partners'

Timeline

First 5 Yuba 2022/23 Mini Grant Timeline



The maximum amount allocated in FY 22/23 is \$30,000

- Community based organization grants: \$1,000 up to \$4,000
- Childcare up to \$1,000

August 31, 2022
Release
Mini Grant Funds

August 31, 2022 – February 1, 2023
Staff meets with applicants, accepts & reviews submissions
Advisory Committee scores applications

October 2022 – February 2023
Applications presented to the Commission for funding decision

October 2022 – May 31, 2023
Grant recipients complete their projects

Application Deadlines (CBO's Only)

**Childcare applications will be accepted on an ongoing basis until 3.31.23*

- Oct. 2, 2022 for October 28 Commission Meeting
- Nov. 4, 2022 for December 16 Commission Meeting
- Feb. 1, 2023 for February 24 Commission Meeting

June 14, 2023
Final project report, invoice and
supporting documents due to First 5 Yuba

July 14, 2023
Unused funds
returned to
First 5 Yuba

AGENDA ITEM 8

August 25, 2022

Subject	Executive Director Activity Report: July-Aug
Supporting Document(s)	ED Report will be provided prior to the meeting
Overview	The Commission will receive information on committees, First 5 State 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