



In compliance with the Americans with Disabilities Act, if you require a modification or accommodation to participate in this meeting, including the availability of assistive listening devices or agendas in alternative formats, please contact the First 5 Kings County Children and Families Commission's office at (559) 585-0814 (California Relay 711) at least 48 business hours prior to the start of this meeting.

Meeting Agenda

August 1, 2023

3:00PM

Kings County Department of Public Health
330 Campus Drive Hanford, CA 93230

Call to Order & Welcome

Commissioners Roll Call

Review and Modification to Agenda

Opportunity for Public Comment

This portion of the meeting is reserved for persons to address the Commission on any matter not on this agenda but under the jurisdiction of the Commission. Commissioners may respond to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Commission at a later meeting. Also, the Commission may take action to direct staff to place a matter of business on a future agenda.

Speakers are limited to two minutes. Please state your name before making your presentation.

Consent Calendar

All items listed under the consent calendar are considered to be routine and will be enacted by one motion if no member of the Commission or audience wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Commission concerning the item before action is taken.

- P. 003 **2023-08-134 Consent Calendar**
June 6, 2023 Commission Meeting Minutes
June 2023 Fiscal Report

Action Items

- P. 012 **2023-08-135 Change in Audit Services Vendor:** Commission to review, discuss and approve the Agreement with Moss Adams LLP for Audit Services, to include the Commission's Annual Audit
- P. 029 **2023-08-136 Avenal Family Resource Center building relocation and Impact on services in Avenal:** Commission to review and discuss options to relocate the former Avenal FRC building, and its impact on First 5-supported services in Avenal, and to provide Commission staff with a course of action.

Informational Agenda Items

P. 067 **May 2023 Revise Proposition 10 Revenue Projections:** Commission to review and discuss the Commission's financial landscape.

P. 073 **Final Quarter Grantee Achievement Report:** Commission to review and discuss the progress of funded projects for FY 22/23.

P. 076 **Staff Report:** June and July 2023

Future Agenda Items

October 3, 2023

- Minutes from August 1, 2023 Commission Meeting
- Final FY 22/23 Fiscal Report
- Grant Funding policy
- Budget Modification FY 2023-2024
- Americorps Member Contract: First 5 Service Corps
- Annual Audit Report
- Annual Report
- Annual Evaluation Report
- Spotlight on Service: Kings Community Action Organization's Kettleman City Family Resource Center project
- Staff Report – August and September 2023

Commissioner Comments

Review Next Meeting Date & Adjournment

- October 3, 2023 at 3:00 PM

Public Comment is Taken on Each Agenda Item

Please note that the order in which the agenda items are considered may be subject to change.

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330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: August 1, 2023

2023-08-134

Consent Calendar

- June 6, 2023 Meeting Minutes
- June 2023 Fiscal Report



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Meeting Agenda MINUTES

June 6, 2023

3:00PM

Kings County Department of Public Health
330 Campus Drive Hanford, CA 93230

Call to Order & Welcome Meeting called to order at 3:01pm.

Commissioners Roll Call 4 out of 5 Commissioners present; Quorum established.

Commissioner	Present	Absent	Joined Meeting After Roll Call
Joe Neves	X		
Dr. Milton Teske	X		
Wendy Osikafo	X		
Todd Barlow	X		
Dr. Lisa Lewis		X	

Review and Modification to Agenda None noted.

Opportunity for Public Comment

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Speakers are limited to two minutes. Please state your name before making your presentation.

No public comments.

Consent Calendar

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P. 003 **2023-06-130 Consent Calendar**
April 28, 2023 Commission Meeting Minutes
April 2023 Fiscal Report

No discussion ensued.

2023-06-130 Consent Calendar				
Motion Made by:	Teske			
2 nd Motion by:	Osikafo			
Motion (Pass/Fail)	PASS			
Commissioner	Aye	Nay	Abstain	Absent
Joe Neves	X			
Dr. Milton Teske	X			
Wendy Osikafo	X			
Todd Barlow	X			
Dr. Lisa Lewis				X

Action Items

- P. 015 **2023-06-131 Election of FY 2023-2024 Chair Elect:** Commission to review, discuss and vote on a Commission Chair-elect for FY 2023-2024.

Program Officer Clarissa Ravelo introduced the item, describing the policy requiring annual election of a Chair-elect and their typical duties. The nomination committee nominated Commissioner Wendy Osikafo for the position. Chair Neves stated that Commissioner Lewis will take the Chair position at the next Commission meeting.

2023-06-131 Election of FY 2023-2024 Chair Elect				
Motion Made by:	Barlow			
2 nd Motion by:	Teske			
Motion (Pass/Fail)	PASS			
Commissioner	Aye	Nay	Abstain	Absent
Joe Neves	X			
Dr. Milton Teske	X			
Wendy Osikafo	X			
Todd Barlow	X			
Dr. Lisa Lewis				X

- P. 017 **2023-06-132 Commission Meeting Schedule for FY 2023/2024:** Commission to review, discuss and consider approving the FY 23/24 schedule and location

Ms. Ravelo introduced the item, relaying that it is the Commission’s policy to schedule all the meetings for the Fiscal Year. No other discussion ensued.

2023-06-132 Commission Meeting Schedule for FY 2023/2024				
Motion Made by:	Osikafo			
2 nd Motion by:	Teske			
Motion (Pass/Fail)	PASS			
Commissioner	Aye	Nay	Abstain	Absent
Joe Neves	X			
Dr. Milton Teske	X			
Wendy Osikafo	X			
Todd Barlow	X			
Dr. Lisa Lewis				X

P. 020 **2023-06-133 2020-2025 Strategic Plan Update:** Commission to review, discuss and approve the 2020-2025 First 5 Kings County Strategic Plan update, for submission to First 5 California

Ms. Ravelo introduced the item, highlighting certain areas including the updated 5-year Fiscal Plan that reflects the upholding of the Flavored Tobacco Ban. Commission was also advised that a new funding cycle will begin in FY25/26, with Commission staff initiating the contracting & procurement process in FY 24/25 to avoid any break in services between the funding cycles.

Commissioner Osikafo noted that there was an issue with numbering on the Strategic Plan. Ms. Ravelo stated that she will review the document and ensure that numbering is correct prior to submission to First 5 California.

2023-06-133 2020-2025 Strategic Plan Update				
Motion Made by:	Osikafo			
2 nd Motion by:	Todd			
Motion (Pass/Fail)	PASS			
Commissioner	Aye	Nay	Abstain	Absent
Joe Neves	X			
Dr. Milton Teske	X			
Wendy Osikafo	X			
Todd Barlow	X			
Dr. Lisa Lewis				X

Informational Agenda Items

P. 068 **3rd Quarter Grantee Achievement Report:** Commission to review and discuss the progress of funded projects for FY 22/23.

Ms. Ravelo provided a summary of the report and indicated that although some of the objectives may seem like some objectives may not be achieved, the overall number of unduplicated participants is higher compared to the same time last year.

P. 071 **Spotlight on Service:** Staff from Recreation Association of Corcoran will present an overview of the funded project, Corcoran Family Resource Center.

Ana Cortes from the CFRC presented on activities that have occurred over the past year (powerpoint presentation included in agenda packet). Commissioner Osikafo inquired about the availability of brochures or calendars for distribution and noted that they have a Welfare to Work office in Corcoran that could distribute the information to their clients, which they may already do. Ana stated she was not aware and will connect with that office.

P. 083 **Staff Report:** April and May 2023

Ms. Ravelo stated that staff activities are listed on the staff report found on page 84 of the packet. She shared with the Commission that the Regional HV TAC RFA draft application received a 164 out of 170 points, and a final decision should be coming out regarding the application. Ms. Ravelo spoke about the regional Help Me Grow project to explore ways to increase participation amongst the Central Valley First 5's. Ms. Ravelo reached out to RSUSD's Family Engagement Center team regarding FRC services for the 0-5 population. At this time, RSUSD may not be able to staff an FRC. Other options to bring FRC/school readiness activities for Avenal will be brought to the Commission in the future. Ms. Ravelo also highlighted that Kings is 1 of 9 counties that are distributing New Parent Kits to at least 50% of their newborn families. Kits are distributed to Adventist Health's Birthing Center, FRCs, health clinics and other entities that are willing to distribute the Kit.

Chair Neves discussed the Future Agenda Items

August 2023

- Minutes from June 6, 2023 Commission Meeting
- June 2023 Fiscal Report
- Final Grantee Achievement Report
- Spotlight on Service: Kings Community Action Organization's Kettleman City Family Resource Center program
- Staff Report – June-July 2023

Commissioner Comments

Commissioner Osikafo stated that it seems like everyone has more breathing space at this time. Commissioner Barlow relayed that the school year is winding down. Some discussion occurred regarding standing water and mosquitoes. Chair Neves expressed that he has enjoyed being the Chair this year and that it will be his last meeting as the Chair. Commissioner Lewis will be taking the helm as the Chair at the next Commission meeting.

Review Next Meeting Date & Adjournment

- Chair Neves reviewed the next Commission meeting that will be held on August 1, 2023 at 3:00 PM, location to be announced, depending on any state or health orders regarding public gatherings at the time. The meeting was adjourned at 3:33pm.

Public Comment is Taken on Each Agenda Item

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FY 22/23
June Fiscal Report
First 5 Operations

SALARY SUMMARY		\$ 202,719	\$ 135,465	\$ 67,254	66.82%
SERVICES & SUPPLIES		BUDGET	YTD	BALANCE	%
Communications	92006	\$ 3,117	\$ 1,960	\$ 1,157	62.87%
Office Equipment	92018	\$ 1,000	\$ 1,255	\$ (255)	125.53%
Maintenance SIG	92021	\$ 2,549	\$ 1,202	\$ 1,347	47.15%
Memberships	92027	\$ 4,000	\$ 4,000	\$ -	100.00%
Postage & Freight	92033	\$ 201	\$ 112	\$ 89	55.87%
Offset Printing	92035	\$ 500	\$ -	\$ 500	0.00%
Legal Services	92038	\$ 1,500	\$ 1,269	\$ 231	84.58%
Community Outreach	92045	\$ 1,500	\$ 165	\$ 1,335	10.97%
Auditing & Accounting	92046	\$ 6,560	\$ 7,350	\$ (790)	112.04%
Contractual Services	92047	\$ 25,000	\$ 18,750	\$ 6,250	75.00%
Publications & Legal Notices	92056	\$ 250	\$ -	\$ 250	0.00%
Special Dept Expense	92063	\$ 30,000	\$ (976)	\$ 30,976	-3.25%
Purchasing Charges	92068	\$ 600	\$ 657	\$ (57)	109.52%
Brd. & Comm. Meeting Expense	92069	\$ 500	\$ 54	\$ 446	10.73%
Public Education Material	92075	\$ 1,500	\$ -	\$ 1,500	0.00%
Motor Pool	92089	\$ 2,000	\$ 1,792	\$ 208	89.60%
Travel Expenses	92090	\$ 10,000	\$ 2,583	\$ 7,417	25.83%
Utilities	92094	\$ 2,071	\$ 1,818	\$ 253	87.80%
Electronic Hardware	92103	\$ 8,264	\$ 2,879	\$ 5,385	34.84%
Liability Claim	93041	\$ 621	\$ 622	\$ (1)	100.16%
Information & Technology	93048	\$ 4,707	\$ 4,372	\$ 335	92.89%
IT Managed Contracts	93051	\$ 3,660	\$ 3,026	\$ 634	82.68%
Admin Allocation	93057	\$ 30,606	\$ 11,725	\$ 18,881	38.31%
TOTAL SERVICES & SUPPLIES		\$ 140,706	\$ 64,614	\$ 57,210	45.92%
TOTAL OPERATIONS COSTS		\$ 343,425	\$ 200,079	\$ 124,465	58.26%

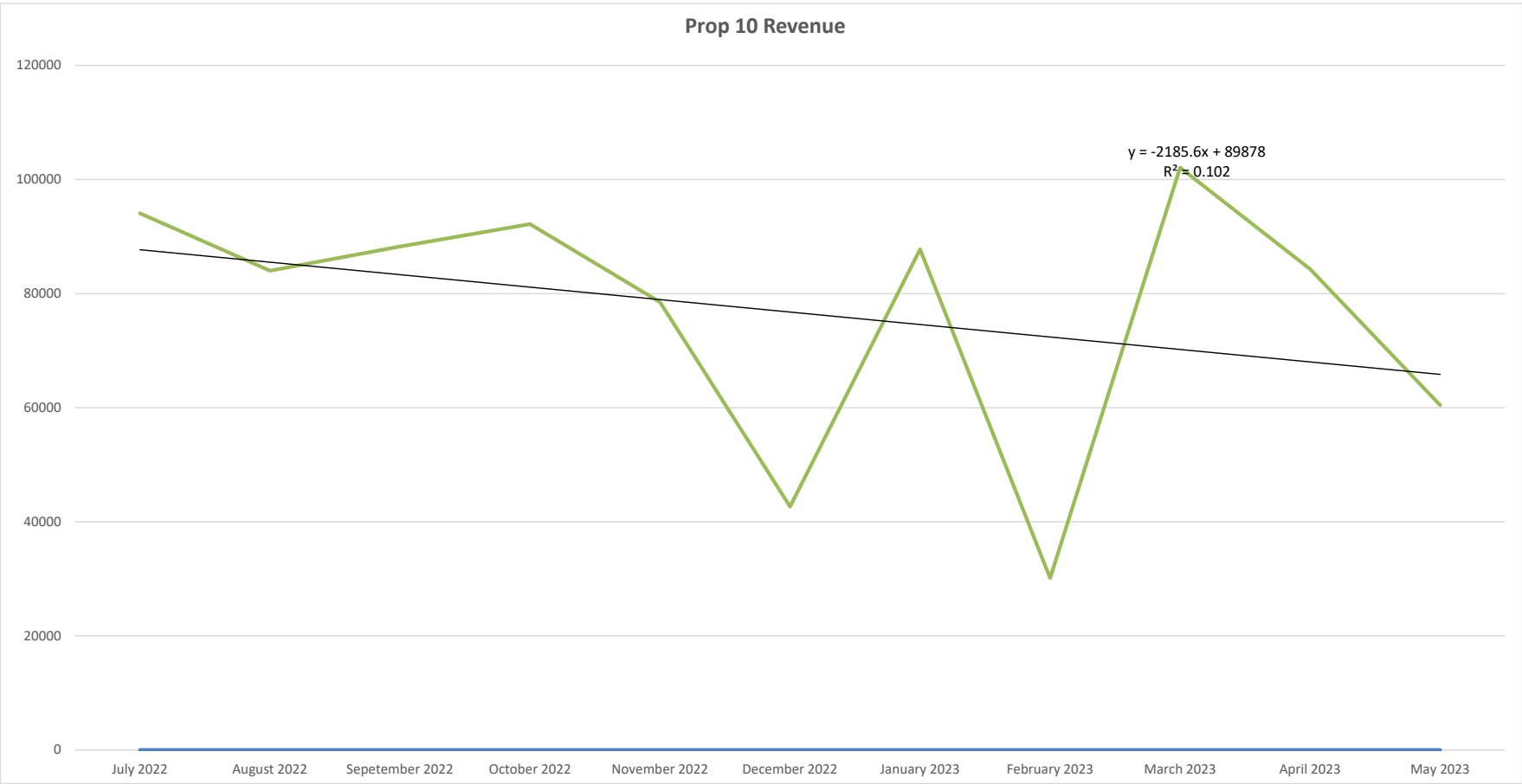
First 5 Contracted Programs		BUDGET	YTD	BALANCE	%
FRC Initiative	93033	\$ 684,961	\$ 589,182	\$ 95,779	86.02%
Avenal Family Connection		\$ 85,500	\$ -	\$ 85,500	
Corcoran Family Resource Center		\$ 110,200	\$ 110,200	\$ -	
Kettleman City Family Resource Center		\$ 85,500	\$ 75,221	\$ 10,279	
KCOE: Hanford & Lemoore Family Connection		\$ 403,761	\$ 403,761	\$ -	
E3 Initiative	93034	\$ 85,834	\$ 85,834	\$ -	100.00%
Kings County Office of Education CARES		\$ 85,834	\$ 85,834	\$ -	
School Readiness	93035	\$ 417,810	\$ 407,042	\$ 10,768	97.42%
UCP Parent & Me Program		\$ 332,310	\$ 332,310	\$ -	
Special Needs Project		\$ 85,500	\$ 74,732	\$ 10,768	
New Project	93053	\$ 38,000	\$ 38,000	\$ -	100.00%
Kings United Way		\$ 38,000	\$ 38,000	\$ -	
TOTAL CONTRACT COSTS		\$ 1,226,605	\$ 1,120,059	\$ 106,546	91.31%
TOTAL EXPENDITURES		\$ 1,570,030	\$ 1,320,138	\$ 231,011	84.08%
RESERVE FUNDS (25% of Operations and Contracts)		\$ 392,508	Trust Balance	\$ 1,354,252	

FY 22/23 June Fiscal Report Revenue

Revenue FY 2022/2023

Month	Estimated Prop 10	Actual Prop 10 Revenue	Prop 56 Backfill	Interest	Home Visitation (KCHSA)	Misc Revenue	Total	Revenue Received (% of Prop 10 Estimate)
July 2022	\$ 116,217	\$ 94,064		\$ 2,878	\$ 1,705		\$ 98,646	81%
August 2022	\$ 116,217	\$ 84,030	\$ 690		\$ 1,628		\$ 86,347	72%
September 2022	\$ 116,217	\$ 88,253			\$ 1,428		\$ 89,681	76%
October 2022	\$ 116,217	\$ 92,185			\$ 2,183		\$ 94,367	79%
November 2022	\$ 116,217	\$ 78,512			\$ 1,378		\$ 79,890	68%
December 2022	\$ 116,217	\$ 42,645	\$ 318,855		\$ 1,537	\$ 46,018	\$ 409,054	37%
January 2023	\$ 116,217	\$ 87,774		\$ 3,413	\$ 1,972		\$ 93,159	76%
February 2023	\$ 116,217	\$ 30,133			\$ 1,485		\$ 31,618	26%
March 2023	\$ 116,217	\$ 102,087			\$ 1,511		\$ 103,598	88%
April 2023	\$ 116,217	\$ 84,301			\$ 2,081		\$ 86,381	73%
May 2023	\$ 116,217	\$ 60,433			\$ 1,302		\$ 61,734	52%
June 2023	\$ 116,217	\$ -			\$ 1,876		\$ 1,876	0%
TOTAL REVENUE	\$ 1,394,605	\$ 844,415	\$ 319,545	\$ 6,291	\$ 20,085	\$ 46,018	\$ 1,236,353	83.46%

Prop 10 Chart





330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: August 1, 2023

2023-08-135

**Change in Audit Services
Vendor**

AGENDA ITEM: Change in Audit Services Vendor

A. Background/History:

The California Children and Families First Act of 1998 requires that, “On or before October 15 of each year, each county commission shall conduct an audit of, and issue a written report on the implementation and performance of their respective functions during the preceding fiscal year, including at a minimum, the manner in which funds were expended, the progress toward, and the achievement of program goals and objectives, and the measurement of specific outcomes through appropriate reliable indicators”.

The Commission’s external audit has been handled in conjunction with the County of Kings’ audits, and for the past seven years, the County’s Department of Finance has contracted with Hudson, Henderson & Company Inc. (HHC) to perform these services. The newly hired Director of Finance was an employee of HHC, and it became a conflict of interest for HHC to complete said audits. In early 2023, a Request for Proposal was issued to secure contracted audit services, and the contract was awarded to Moss Adams, LLP. The Commission’s audit services were included in this contract that was approved by the Kings County Board of Supervisors on July 18, 2023.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Commission staff is requesting the Commission review and discuss the Audit Services contract, which also includes an increase in the audit costs from \$6,560 to \$10,600.

C. Timeframe:

The Audit Services contract, which became effective July 18, 2023, has an initial term of three (3) years, whereafter it may be extended for up to three (3) one (1) year additional terms, for a total of not more than six (6) years including renewals.

D. Costs:

Audit services were initially budgeted at \$6,560 but will now cost \$10,600 annually.

E. Staff Recommendation:

Commission staff is recommending the Commission review and discuss the Audit Services contract and approve the increase in audit services costs.

F. Attachments:

DOF-AGMT 23-109 Financial Audit Services Contract

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this “Agreement”) is entered as of July 18, 2023, between the County of Kings, a political subdivision of the State of California (“County”) and Moss Adams LLP, a Washington limited liability partnership (“Contractor”) (collectively the “Parties”), with respect to the following facts:

- A. On March 20, 2023, County issued a request for proposals for professional auditing services (the “RFP”).
- B. Contractor submitted a proposal in response to the RFP (the “Proposal”), which the County has accepted.
- C. County and Contractor now desire to enter this Agreement for auditing services.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

County hereby engages Contractor, and Contractor agrees, to perform the services as set forth in **Exhibit A-1**. Attached hereto as **Exhibit A-2** is Contractor’s Proposal, which describes the manner in which Contractor proposes to perform the services described in **Exhibit A-1**. In case of any conflict between the Proposal and the remainder of this Agreement, including **Exhibit A-1**, this Agreement shall control over the Proposal. Contractor shall perform all services in accordance with applicable law and generally accepted auditing standards in the United States of America. Each fiscal year during the term of this Agreement, the Parties shall confirm and/or clarify the scope of services for that fiscal year in an engagement letter.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times, using its ability, experience, and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A-1**. County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit B**.

Should no funds or insufficient funds be appropriated for this Agreement, County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears, up to the maximum amount provided for in this Section. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

Contractor shall begin to perform audit services on July 1, 2023. Beginning upon that date, this Agreement shall have an initial term of three (3) years, whereafter the Parties may mutually agree to extend this Agreement for up to three (3) one (1) year additional terms, for a total of not more than six (6) years including renewals.

5. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have reasonable access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County, subject to the following limitations:

- (1) As necessary to protect Contractor's independence, working papers may be withheld from production by Contractor pending the delivery of final audit findings for the fiscal year in question.
- (2) Nothing herein shall be deemed to require Contractor to provide County with access to other clients' files, records, or working papers, or to privileged

communications, confidential or proprietary information not directly relevant to Contractor's scope of services for the County, or information required by Contractor to be kept confidential pursuant to applicable law or pursuant to generally accepted auditing standards in the United States.

Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

Other public agencies shall also enjoy access to Contractor's records relating to Contractor's performance of services under this Agreement if required by law or agreed to in writing by County.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County's Board of Supervisors or other representative authorized by County's Board of Supervisors.

7. TERMINATION

The right to terminate this Agreement under this section may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of thirty (30) days to cure the breach. If the breach is not remedied within that thirty (30) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County

because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

D. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party constitute a waiver of any breach of this Agreement or any default which may then exist, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

8. **INSURANCE**

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide proof of the same, together with an Endorsed Additional Insured page from Contractor's CGL and Automobile Insurance Carriers guaranteeing such coverage to County. (In the alternative, Contractor may produce evidence reasonably acceptable to County's Risk Manager that County and its officers and employees are covered as additional insureds under blanket endorsements to Contractor's policies of insurance.) Such documentation shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage (umbrella coverage may be used to meet required limits). County and its officers, employees and agents shall be included in the above policies as additional insured via blanket endorsement..

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred

Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned (if any) and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to applicable law. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A-:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

C. Subject to approval by County's Risk Manager in his or her reasonable discretion, coverage limits may be met through umbrella coverage.

D. Contractor shall provide County with thirty (30) days prior written notice of cancellation, provided, however, that Contractor shall not be obligated to provide such notice if, concurrently with such cancellation, reduction or material change, Contractor obtains coverage from another insurer meeting the requirements described herein. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

A. Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all third-party losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs arising from personal injury (including death) or damage to real property or tangible personal property, but only to the extent caused by the intentional misconduct, or reckless or negligent acts or omissions of Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and County in the performance of professional services under

this Agreement. Contractor shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

B. This indemnification also specifically includes any claims that may be against County by any taxing authority or third party asserting that an employer-employee relationship exists by reason of this Agreement.

C. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

12. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information. Nothing herein shall be construed to prohibit Contractor from disclosing County confidential information when necessary to perform the scope of work herein or when required by law or generally accepted auditing standards in the United States of America; provided, however, that unless Contractor is expressly prohibited from doing so by law or in accordance with generally accepted auditing standards in the United States of America, prior to such disclosure, Contractor shall provide the County with prompt

notice of Contractor's intent to disclose confidential information to allow an opportunity for County to protect its rights, including by requesting emergency relief from a court of competent jurisdiction. The term "Confidential Information" shall not include information that: (a) is now, or hereafter becomes, through no act or failure to act on the part of Moss Adams, generally known or available in the public domain; (b) is known by Moss Adams at the time of receiving such information; (c) is hereafter furnished to Moss Adams by a third party, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission to disclose provided by the County.

13. CONFLICT OF INTEREST

Contractor represents that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, or sexual orientation.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. SUBCONTRACTORS

Services under this Agreement are deemed to be personal services. Contractor agrees and represents that it has not and it shall not subcontract any work under this Agreement without the prior written consent of County subject to any required state or federal approval.

16. ASSIGNMENT

Contractor shall not assign this Agreement or monies due without the prior written consent of County subject to any required state or federal approval. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party’s reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. NOTICE

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, overnight delivery by reputable courier service, or by prepaid first-class mail addressed as follows:

COUNTY:

FINANCE DIRECTOR
COUNTY OF KINGS
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:

AMANDA MCCLEARY-MOORE
MOSS ADAMS LLP
999 3RD AVENUE, STE. 801
SEATTLE, WA 97501

Notice given by personal delivery shall be deemed given upon receipt. Notice given by overnight delivery shall be deemed given the next business day after deposit with the courier service. Notice given by first-class mail shall be deemed given three (3) days after deposit in the mail.

Notice given by electronic means shall also be effective upon receipt, but only if receipt is acknowledged in writing by the receiving party.

Either party’s contact information may be changed by notice to the other party.

19. CHOICE OF LAW

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

20. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

21. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12 Confidentiality.

22. NO THIRD-PARTY BENEFICIARIES.

County and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

23. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

This Agreement, including its Recitals and Exhibits which are fully incorporated into and are integral parts of this Agreement, and Moss Adams' annual engagement letter, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained herein.

The parties agree that each party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule

stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

24. LIMITATION OF LIABILITY

EXCEPT IN CASE OF FRAUD, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSE, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

25. EXECUTION

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

This Agreement may be executed electronically.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS

Moss Adams LLP, a Washington limited liability partnership

By: Richard Valle 7-18-2023
Richard Valle, Chairman

By: Amanda McCleary-Moore
Name: Amanda McCleary-Moore
Its: Partner

ATTEST:

Catherine Venturella

Catherine Venturella, Clerk to the Board

APPROVED AND ENDORSEMENTS RECEIVED:

Sarah Poots 06/20/2023
SARAH POOTS, Risk Manager

APPROVED AS TO FORM:

Diane Freeman
DIANE FREEMAN, County Counsel

Exhibit A-1
Scope of Work from RFP

Please note: Fiscal year 2021-2022 is the first year County requires to be audited. However, for this fiscal year, only the Financial Statements and Single Audits (Items 1 & 2 below) are requested. For all other fiscal years, County will need all services listed.

- 1) Audit the County's financial statements (ACFR) in accordance with generally accepted governmental auditing standards. The final audit report to be issued by December 15 subsequent to each fiscal year end.
- 2) Audit of Schedule of Federal Financial Assistance (Single Audit), including all financial and compliance audit requirements of the provisions of the federal Single Audit Act of 1984 (including all amendments) and applicable United States Office of Management and Budget circular(s). The final audit report to be issued by March 15 subsequent to each fiscal year end.
- 3) Perform in person, quarterly, unannounced Treasury Cash Counts. Report on the cash counts in the Treasury Oversight Compliance Audit report, number 4 below. Exception would be an item that needs to be brought to management's attention before the issuance of the audit report.
- 4) Audit and provide a separate report on the County's compliance with the Treasury Oversight Committee provisions and articles of Government Code Sections 27130-27137 audit specifications. The final audit report to be issued by September 30 subsequent to each fiscal year end.
- 5) Audit and provide separate reports on various state grant programs in accordance with the requirement of the granting agencies listed below:

1. Department of Insurance

- a) Automobile Insurance Fraud
- b) Workers' Compensation Insurance Fraud

2. District Attorney Grant audits (2-4 grants each year pending on state funding)

- a) Department of Justice
- b) California Office of Emergency Services
- c) California Department of Traffic Safety

3. Transportation Development Act (TDA)

- a) Kings County RPTA
- b) Kings County RPTA Single Audit (required in 2014)
- c) Kings County TDA (combined audit)
- d) City of Avenal TDA
- e) City of Corcoran TDA
- f) City of Hanford TDA

g) City of Lemoore TDA

6) Audit and provide separate reports on the County of Kings First Five Commission. Provide final audit report in a timely manner in accordance with the State of California, First Five Commission guidelines.

Exhibit A-2
Contractor's Proposal

Exhibit B Compensation Schedule

Contractor shall perform the scope of services under this Agreement according to the compensation schedule below. In subsequent fiscal years, Contractor may increase fees by not more than the increase over the prior 12 months in CPI-U, U.S. Cities Average. Additional services agreed to in writing by County as part of annual engagements but beyond the scope contemplated in **Exhibit A-1** shall be billed at Contractor's then current hourly rate, to be disclosed to County in advance. Contractor may bill for travel expenses reasonably and actually incurred in accordance with Contractor's travel policy. Travel reimbursement shall not be subject to markup, and travel expenses shall not be billed until incurred.

Service Description	2022	2023
Financial statement audit - ACFR	\$70,000	\$74,200
Single audit for two major programs*	\$25,000	\$26,500
In person, quarterly, unannounced Treasury Cash Counts	N/A	\$10,600
Compliance with the Treasury Oversight Committee provisions and articles of Government Code Sections 27130-27137	N/A	\$5,300
Audit of various state grant programs (included in RFP amendment)	N/A	
<ul style="list-style-type: none"> • Department of insurance • District Attorney** • TDA 		\$5,300 \$10,600 \$42,400
Audit of First Five Commission	N/A	\$10,600
<ul style="list-style-type: none"> • Newsletters, seminars, and webinars • Retention of working papers • Attendance at audit committee meetings • Management letter • Communication of internal control matters 	Included	Included
Estimated expenses	\$10,000	\$10,600
Total	\$105,000	\$196,100

**Our fee estimate for the single audit assumes that you'll have 2 major programs for fiscal year ended June 30, 2022, and that there may be more or fewer major programs in each subsequent fiscal year. If additional major programs are required to be audited, we estimate the additional cost at \$7,500 per major program.*

***Our fee estimate for the district attorney state grant audit assumes that you'll have 2 programs for fiscal year ended June 30, 2022. If additional programs are required to be audited, we estimate the additional cost at \$5,000 per program.*



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: August 1, 2023

2023-08-136

**Avenal Family Resource
Center building relocation**

AGENDA ITEM: Avenal Family Resource Center building relocation

A. Background/History:

In 2002, a need for a quality child care and educational facility in Avenal was identified. The Commission, in collaboration with the City of Avenal, Reef Sunset Unified School District, and West Hills College Community District's (WHCCD) Child Development Center, invested in the purchase of a modular preschool building and equipment, which later became a shared space between the Avenal Family Resource Center (FRC) and WHCCD's Child Development Center. The modular was placed at Tamarack Elementary School.

From 2008-2020, WHCCD held a contract with the Commission, to operate the Avenal FRC. United Cerebral Palsy of Central California (UCP) also held its Parent and Me programming at the Avenal FRC. During the COVID-19 pandemic, WHCCD closed all its child development centers, including the Avenal site, and unfortunately, when they re-opened their child development center, they were unable to resume operation of the Avenal FRC. In the meantime, UCP continued its programming at the Avenal FRC.

In March 2023, RSUSD staff reached out to advise Commission staff that they were applying for a construction grant through California Department of Education (CDE) and would need the portable relocated. Since then, RSUSD has looked at existing district-owned land for potential relocation sites and has had ongoing conversations with Commission staff, and recently with UCP staff to identify a suitable location. RSUSD has some potential land to relocate the portable to but has indicated that they are unable to incur that cost. UCP continues to have a need for space to continue their First 5-supported programming, and there also continues to be a need for space for other First 5-supported programming, including a potential AmeriCorps First 5 Service Corps member to provide school readiness activities for the community of Avenal.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Commission staff is requesting the Commission review and discuss potential solutions to relocate the modular building and to ensure continued access to a location for First 5-supported programs to operate out of, and to provide Commission staff with further direction.

C. Timeframe:

RSUSD is still awaiting final approval from CDE but anticipates new construction to begin in October or November 2023, at which time the modular will need to be moved from its present location.

D. Costs:

It is unknown at this time what the costs associated with this item might be. This is an unanticipated cost for the current program year 2023-2024.

E. Staff Recommendation:

Commission staff is recommending the Commission review and discuss options for relocation of the modular building and/or alternate locations for First 5-supported programming in Avenal and provide further direction to Commission staff on actions to take.

F. Attachments:

- Agenda Item: 2004-03-004 Avenal CDC project
- Agenda Item: 2006-07-007 RSUSD Avenal FRC project

COUNTY OF KINGS

CHILDREN & FAMILIES COMMISSION

1455 Bailey Dr., HANFORD, CALIFORNIA 93230 (559) 585-0814 FAX (559) 585-0818
Judy Rutan, Executive Director



AGENDA ITEM FOR DISCUSSION

SUBMITTED BY: Melissa Whitten, City Manager – Avenal
DATE SUBMITTED: July 7, 2002
Email msmel@cityofavenal.com
Telephone #: 559/386-5766

SUBJECT: REQUEST FOR FINANCIAL ASSISTANCE FOR AVENAL CHILD DEVELOPMENT CENTER

SUMMARY:

As presented to the Commission at the May 2002 meeting, the City of Avenal has undertaken a project designed to meet an identified need within the community. That need is a quality child care and educational facility. The City has worked diligently over the past twelve (12) months in an effort to turn this “need” into a reality for our community.

The “Roadmap to Reality” for this project has been as follows:

- Obtained modulars from Tuolumne County for facility and moved to City site located on So. Seventh Avenue and Highway 33 (4-acre site)
- Entered into an agreement with West Hills College Heavy Equipment Class for grading work around facility
- Attended Family Resource Center Planning Meetings
- Applied to USDA for \$360,000 - partial funding for the project (\$330,000 loan and \$30,000 grant has been awarded pending the signing of loan documents)
- Entered into agreement with West Hills College to provide child care services (West Hills has been awarded annual funding from California Department of Education for General Child Care and Development Program services (\$227,000) and State Preschool Program services (\$151,000); will serve 71 children (55 preschool age, 8 toddlers & 8 infants)
- Architectural and building plans are completed for the building/site improvements

Although funding from USDA will cover most of the building site development costs, it does not cover the cost for the needed equipment and furnishings for the facility. The funding “gap” is approximately \$150,600.

City Staff and (on a few occasions) members of the City Council have attended the Family Resource Center Planning meetings in Avenal. As the planning process progressed, the City Council authorized staff to add this site to the list for consideration as a possible resource center site. Unfortunately, due to the fact that our project time line and the time line for the center were not in alignment, we withdrew our site for consideration and have continued to

move forward. However, we do believe Avenal's Child Development Center would be a valuable component in the overall Family Resource Center plan.

City Staff has met with Michelle Lee (RSUSD) to discuss our plans and time lines. We believe our facility has something to offer to the Family Resource Center plan for Avenal. The facility would be available to the community within the next six (6) months with assistance from the Children and Family Resource Commission.

To have a project, which shows a collaborative effort between all three agencies in order to meet a need in our community, we believe, would be a very rewarding undertaking. And, who would be the beneficiaries? Our children – who are the “investment” and our future.

REQUESTED ACTION:

Consider grant funding request to assist the City of Avenal in completion of the Avenal child and development center in an amount NTE \$150,600.

FISCAL IMPACT:

Assistance will allow completion of improvements without over-encumbering the project due to further loan obligations.

ALTERNATIVES:

Seek other financing, which may delay the project or make project not feasible at this time.

Please specify any multimedia / equipment or resource needs for your presentation. Because the Commission has one monthly meeting to conduct all of its business, presentations are limited to 10 minutes each. Please respect this time limit.

Please do not write below line. This space is reserved for Commission Staff.

STAFF RECOMMENDATION:

There is a need in the community of Avenal for center-based, quality child and infant care. At the August 19, 2002 Commission Retreat, the Commission indicated its strong interest in funding child care expansion. In fact, in support of the Commission's direction the Commission's Financial Plan and Funding Implementation Plan will include an amount to be budgeted for Strategic Plan Objective 3.2, "To increase and expand affordable preschools, child care centers, and family day care homes serving children 0-5, as needed to meet the needs of all of Kings County's communities".

Therefore, Staff recommends that this project be approved and funded for \$150,600 contingent upon successful completion of a scope-of-work and evaluation plan that describes the planned services and programs to children 0 to 5, and is aligned to the Commission's Strategic Plan. In addition, as the Commission has emphasized a strong need for relationship building between Reef Sunset Unified School District, the City of Avenal and other key agencies, it is recommended that the scope-of-work address how the facility's programs and services to children ages 0 to 5 will support the anticipated school readiness (SR) program to be implemented in the community allowing the facility to partner with the SR lead agency, and the Family Resource Center programs and services.

FIRST 5
KINGS COUNTY
CHILDREN & FAMILIES COMMISSION



224 W. Lacey Blvd., HANFORD, CA 93230 (559) 585-0814 FAX (559) 585-0818
Judy Rutan, Executive Director

AGENDA ITEM 2004-03-004

SUBMITTED BY: West Hills Community College District / Patty Scroggins, Director Child Development Centers
DATE SUBMITTED: February 23, 2003
Email: pattyscroggins@westhillscollge.com
Telephone #: (559) 934-2384
SUBJECT: Request to reallocate funds of \$150,600 approved by Children and Families Commission on September 3, 2002 for equipment and furnishings for the Avenal Child Development Center, to a modular building and equipment to serve 30 children ages 2 – 5; request an additional \$23,984 to complete the project.

*Approved by First 5
at 3/2/04 meeting
(L)*

SUMMARY:

The Children and Families Commission approved \$150,600 for the Avenal Child Development Center on September 3, 2002. Initially, the project was a collaborative between West Hills College and the City of Avenal to develop an early education center to provide 71 much needed child care spaces in Avenal. At that time, there were capital funds of \$360,000 available through USDA and program funds obtained by West Hills College from the California Department of Education. The project had \$510,000 for capital and equipment. In May 2003, the lowest acceptable bid was \$980,000. This resulted in the project not being fiscally viable.

The City of Avenal tried to obtain funds through alternate sources and to date has been unsuccessful. The City and West Hills College revisited the project and determined the best course of action was to develop a smaller site with the current funds secured through the Kings County First Five, and any other obtainable dollars. The smaller site would be a modular building serving 30 children ages two through five, placed next to the Avenal Infant Center at the High School. The new project is a result of a three-way partnership between Reef Sunset Unified School District (RSUSD), the City of Avenal, and West Hills College to expand available preschool services in the community of Avenal.

Through the process of attempting to develop a large facility, West Hills College has increased child care capacity in the City of Avenal through two separate projects. The first was to assume management of the Avenal Infant Center serving 21 children ages 0 – 2. The second was to support the RSUSD with expansion of their existing State Preschool Program. This was accomplished by West Hills College releasing 40 slots of their State Preschool contract through the Department of Education to RSUSD. With the development of a small program next to the Infant Center, West Hills College will serve an additional 30 children ages two through five. This brings the total number of additional child care spaces for the City of Avenal to 91. While the scope of the project has changed from that originally approved for funding by the First 5 Commission, the numbers will have been met, and actually exceed, the initial projected 71 child care spaces.

The Avenal Child Development Center will be a full service child care facility offering quality child care and learning opportunities to children 2 – 5. Its anticipated opening date will be August 16, 2004. The program will be open to the general community with a priority to low income families, especially the children of the West Hills College Avenal Infant Program, which serves primarily teen-age parents. Currently, the Avenal Infant Program serves children to age 24 months. After reaching 24 months, the children are released from the program without a continuous program of safe, reliable child care. As statistics indicate (KCAO), there are limited child care spaces in Avenal that provide infant

The development of the Avenal Child Development Center will provide the continuum of care that as research validates, is vital for young children. The Avenal Child Development Center will be licensed for 30 children ages 2 – 5 and able to accommodate the children that exceed the licensed age limit at the Infant Center.

The program will be a replica of the child development center at the other West Hills College sites. The curriculum and environment will represent best practices as defined by the National Association for the Education of Young Children, West Ed's Program for Infant Toddler Care Giving, and reflect a philosophy that children learn in a nurturing environment through meaningful experiences with their care givers and peers. The program will emphasize the child's social, emotional, cognitive, and physical development in a language-rich environment promoting family literacy. The program recognizes parents as the child's first teacher and strives to develop a strong bond with families, respecting their culture and uniqueness.

West Hills College has 19 years experience in administering child development programs and continues this endeavor to support families while they pursue their education and career goals. The motto at West Hills College is "Once you go here, you can go anywhere" and the Child Development has modified this to reflect the age group they serve. The motto of the Child Development Centers is "Once you *begin* here, you can go anywhere". West Hills prides itself in preparing *young* children for school success that lasts through their higher education. The proof of this statement rests with former West Hills College preschool students now completing college and transferring to universities.

West Hills College Coalinga Child Development Center is one of three nationally accredited preschools in Fresno County and has completed its self study and program profile for accreditation at three other sites. The West Hills College Avenal Child Development Center will begin its self study for accreditation through the National Association for the Education of Young Children after its first year of operation.

The projected cost of the modular preschool building and equipment is **\$214,808**. The City of Avenal Redevelopment Agency has committed \$10,000 and has waived sewer and water connection fees estimated to be \$5000; West Hills has allocated \$30,224; and Reef Sunset Unified has donated the land.

In order to complete this project, West Hills Community College District requests that the \$150,600 previously awarded by First 5 Kings County be augmented with an additional \$23,984 to complete the Avenal Child Development Center for a total award of \$174,584.

REQUESTED ACTION:

West Hills Community College District request that the Commission review, discuss and approve the additional amount requested, \$23,984 to be added to the original \$150,600 awarded in September 2002 to augment funds to cover the costs of the building, and interior and exterior equipment; approve the change in the project's scope; and authorize a contract with West Hills College District for the project. The project will be completed under the supervision and responsibility of Patty Scroggins, Director of the West Hills College Child Development Centers.

FISCAL IMPACT:

At its September 3, 2002 meeting, the Commission approved a grant award to West Hills College/City of Avenal for \$150,600. For reasons described above the project was not implemented.

Approval of this request will result in an additional outlay of funds for a total of \$174,584. This will result in a decrease in the FY 04/05 Commission budget line item, child care expansion, of \$174,584.

ALTERNATIVES:

Without these funds, the program operation funds provided by the Department of Education are subject to withdrawal by the State. An agency has three years to utilize funds secured through a contract with Department of Education. The funds have to be used next fiscal year in order to be maintained by West Hills College to serve the community of Avenal.

Currently, there are no known alternatives that will result in an increase in 30 child care spaces for the City of Avenal community which is identified by the County as being a dire need for the area. In addition, the children of Avenal lose the opportunity for experiences that will prepare them for their further education through the public school system.

STAFF RECOMMENDATION:

Staff recommends the Commission review, discuss and approve the request for additional funds of \$23,984, and the change in project scope for the previously awarded project, contingent upon West Hill's College investigating the feasibility of additional City of Avenal redevelopment funds or other funds to reduce the funding requested of First 5 for the project, and provide written information to Commission Staff prior to entering into a contract for the grant award. Furthermore, as First 5 funds will be used for the purchase and construction of a modular building, the property deed must name First 5 Kings County on the deed of trust as outlined in the Commission's Grants & Contracts Policy.

**AGREEMENT FOR SCOPE OF WORK PURSUANT TO GRANT AWARD
CONTRACT # 072004003**

THIS AGREEMENT (hereafter Agreement) is made by and between the First 5 Kings County Children and Families Commission (hereafter Commission) and **West Hills College Distict** having its principal place of business at 9900 Cody Street, Coalinga, CA 93210 (hereafter GRANTEE), wherein GRANTEE agrees to provide and COMMISSION agrees to accept the services specified herein.

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

1. DESIGNATED REPRESENTATIVE. Judy Rutan at phone number (559) 585-0814 is the representative of the COMMISSION and will administer this Agreement for and on behalf of COMMISSION. Ms. Patty Scroggins, at phone number (559) 934-2384 is the authorized representative for GRANTEE. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To:
FIRST 5 KINGS COUNTY CHILDREN & FAMILIES COMMISSION
Judy Rutan, Executive Director
224 W. Lacey Blvd.
Hanford, CA 93230

To:
WEST HILLS COMMUNITY COLLEGE
Patty Scroggins, Director Child Development Centers
9900 Cody Street
Coalinga, CA 93210

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. SCOPE OF SERVICES. GRANTEE agrees to use any grant monies awarded to GRANTEE in a manner consistent with his grant proposal and consistent with the Statement of Work, Project Description, Scope of Work, Evaluation Plan and Budget Plan as described in Exhibits A1 – A5 attached hereto and incorporated herein by reference. GRANTEE must obtain approval from the COMMISSION prior to implementation of any changes to the scope-of-work by the GRANTEE. Budget amendments and revisions, which change the scope of the project or increase/decrease a category of the budget by more than ten percent of the original grant award, must receive advance COMMISSION approval.

4. TERM. GRANTEE shall commence performance on **July 1, 2004** and end performance upon completion, but no later than **September 30, 2005** unless otherwise directed by the COMMISSION or unless earlier terminated.

5. COMPENSATION OF GRANTEE. GRANTEE shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference.

Exhibit A-2
Project Description

Briefly describe your project, including what you hope to accomplish, the agency(ies) involved, and the proposed plan of action to undertake the project.

Agency: West Hills College Project Name: Avenal Child Development Center

Following the submission of a proposal to fund a building and equipment for a new child development center to be located on the Avenal High School campus, the First 5 Kings County Children and Families Commission awarded a grant at the March 2, 2004 monthly Commission meeting to West Hills College Child Development Department. The grant augmented an earlier grant awarded by First 5 on September 3, 2002 for the same purpose but with a change in scope. West Hills College will contribute funding received from the State Department of Education; and the City of Avenal and the Reef Sunset Unified School District have also donated to the total cost of the project.

The child development center will provide developmentally appropriate preschool services to 30 children ages 2 to 5 and will be able to provide continuous services for those children no longer served by the Avenal Infant Care Center due to "aging out". The Center will also be co-located on the same campus with the Infant Care Center which is also operated by West Hills College.

Exhibit A-3

Provider's name: West Hills College Avenal Child Development Center

[Contract Term: July 1, 2004 to September 30, 2005]

PART I -- SCOPE OF WORK										
PROGRAM PERFORMANCE										
1	2	3		4	5	6	7	8	9	10
Program Description	Strategic Plan Results Alignment	ACTIVITY MILESTONES		Start Date	End Date	Staff Assigned	(Unit Description)	Progress Type	Start Qty	Targ. Qty
		Activity	Method							
To increase and expand preschool, child care centers and family child care homes serving children 0 – 5, as needed to meet the needs of all of Kings County's communities by opening a Child Development program for children ages 2 – 5 in the City of Avenal.	*III, 3.2, a, 1	1. Prepare site for facility.	Complete site prep work including utilities, plumbing, foundation, and data before installation of buildings	7/1/04	08/30/04	Architect		A/NA		
		2. Complete process of submitting buildings plans to State of California Division of the State Architect (DSA)	Prepare application and submit packet to DSA	8/1/04	8/31/04	Architect		A/NA		
		3. Delivery of buildings.	Buildings will be delivered and site work for installation will be complete	8/1/04	10/31/04	Contractor		A/NA		
		4. Purchase equipment for new center.	Compare prices, order equipment and inventory upon receipt	8/1/04	10/31/04	Site Supervisor		A/NA		
		5. License facility through Department of Social Services – Community Care Licensing.	Prepare and submit application. Meet with consultant to finalize license.	8/1/04	09/30/04	Program Director/Site Supervisor		A/NA		
		6. Recruit, hire and train early childhood educators to work in facility.	Announce position openings, interview, hire staff and conduct training.	09/1/04	10/31/04	Program Director/Site Supervisor		A/NA		
		7. Set up classrooms to reflect developmentally appropriate practices	Establish learning centers in each classroom, label the environment and develop schedules.	8/1/04	10/31/04	Site Supervisor/ Teaching Staff		A/NA		

*III: All Kings County children 0 to 5 years of age will have access to high quality child care, early learning opportunities, and be ready for school.

3.2: To increase and expand preschool, childcare centers and family child care homes serving children 0-5, as needed to meet the needs of all of Kings County's communities.

a: Increase in the number of providers and preschool programs providing child care services.

1: Increase in the number of licensed childcare slots for children 0 to 5 years of age.

Exhibit A-3

Provider's name: West Hills College Avenal Child Development Center

[Contract Term: July 1, 2004 to September 30, 2005]

PART I -- SCOPE OF WORK										
PROGRAM PERFORMANCE										
1	2	3		4	5	6	7	8	9	10
Program Description	Strategic Plan Results Alignment	ACTIVITY MILESTONES		Start Date	End Date	Staff Assigned	(Unit Description)	Progress Type	Start Qty	Targ. Qty
		Activity	Method							
To increase and expand preschool, child care centers and family child care homes serving children 0 – 5, as needed to meet the needs of all of Kings County's communities by opening a Child Development program for children ages 2 – 5 in the City of Avenal.	*III, 3.2, a, 1	8. Enroll 30 children ages 2 – 5.	Complete enrollment process, which will include the collection of demographics of child and family.	8/1/04	10/31/04	Site Supervisor/ Early Ed. Coordinator	Children	Unit	0	30
		9. Develop child portfolio and assessment packets for 30 children.	Collect anecdotal records of child and conduct initial assessment within 60 days of enrollment	10/1/04	01/31/05	Teaching Staff	Children	Unit	0	30
		10. Provide Desired Results training to staff to ensure developmentally appropriate practices are established.	Train staff on all components of Desired Results: DRDP, ERS, Parent Survey and CCR/CMR	8/1/04	06/30/05	Site Supervisor/ Early Ed Coord. and Director		A/NA		
		11. Implement one-on-one training as determined by ERS for all staff members.	Upon assessment of environment, action plans will be established and activities to fulfill recommendations will be monitored on an individual basis.	10/1/04	10/31/04	Site Supervisor/ Early Ed Coord. and Director		A/NA		
		12. Provide training to staff on "Family Partnerships" to ensure families are included in the education process.	Train teaching staff using the Department of Ed Family Partnership Initiative Training Manual. Present one activity at each monthly staff meeting	10/1/04	10/31/04	Site Supervisor/ Early Ed Coord. and Director		A/NA		
		13. Conduct Assessments of 30 children.	Conduct observation; complete DRDP; meet w/parents	10/1/04	9/30/05	Teachers	Assessment	Unit	0	60

*III: All Kings County children 0 to 5 years of age will have access to high quality child care, early learning opportunities, and be ready for school.

3.2: To increase and expand preschool, childcare centers and family child care homes serving children 0-5, as needed to meet the needs of all of Kings County's communities.

a: Increase in the number of providers and preschool programs providing child care services.

1: Increase in the number of licensed childcare slots for children 0 to 5 years of age.

Kings County Children & Families Commission			
Budget Request			
Provider Name:		Date:	2/25/2003
City of Avenal		Contract Term:	02-2003-02/2004
Budget Category	Contract Funding Requested - KCCFC	Non KCCFC Funding- "In-Kind"	Total Funding Required for Project
I. Personnel (list each position)			
Position Title			
Benefits			
Sub-Total Personnel & Benefits	-	-	-
II. Operating Expenses			
Rent & Utilities			
Office Supplies & Materials			
Telephone & Communication			
Postage/Mailing			
Printing/Copying			
Equipment Lease			
Other (list all)			
Sub-Total Operating Expenses	-	-	-
III. Program Expenses			
Travel			
Training/Conference			
Consultants			
Subcontractors (list all)			
West Hills College Child Dev Dept			
Program Materials & Supplies	150,600.00		150,600.00
Other (list all)			
List on file			
Sub-Total Program Expenses	150,600.00	-	150,600.00
V. Capital Expenditures			
		728,000.00	728,000.00
Sub-Total Capital Expenditures	-	728,000.00	728,000.00
VI. Indirect Costs			
TOTALS	150,600.00	728,000.00	878,600.00

**West Hills College Avenal Child Development Center
FURNITURE AND GROUP II EQUIPMENT**

TODDLER CLASSROOM

Cots (9x\$40)	360
Cot Sheets (10 X \$15)	150
Toddler table/chairs 2 sets	1,200
Rug	325
Climbing apparatus	1,600
Dramatic Play Area	600
Play Mirrors	220
Shelving/cubbies/changing tables/supply Cabinet	2,000
Misc. Toys/Books/puppets/art supplies	<u>1,500</u>
Total	\$7,955

PRESCHOOL CLASSROOMS

Tables (5 X \$180)	900
Chairs (24 X \$30)	720
Cots(20 X \$40)	800
Cot Carrier (1 X \$150)	150
Sheets for cots (24 X \$150)	360
Language/Listening Center	500
Easels	300
Cubbies (2 X \$420)	840
Shelves (5 X \$280)	1,400
Book display (2x195)	390
Area Rug	325
Dramatic Play Area	800
Art Center	300
Misc. Mirrors/Toys/Puppets/Paper/Games/Blocks/Pegboard/Paper, Paint, Glue, Puzzles, Books, etc.	2,000
Climbing Apparatus	4,000
Audio Equipment for Observation Room	<u>2,000</u>
Total	\$15,785

OUTSIDE PRESCHOOL PLAY AREA

Playground Equipment (Mega Fun Center)	10,800
Shade Covered Area (1 20 x 30)	9,400
Sandboxes/Drinking Fountains	2,000
Tricycles (5 X \$150)	<u>750</u>
Total	\$22,950

TOTAL BUDGET **\$46,690** ✓

2% inflation factor **\$934** ✓

TOTAL BUDGET **\$47,624**

PROJECT BUDGET

All Costs @ ENR Index 6265

DRAFT

Prepared by: **Addington Partnership**
 Date: **02/09/04**

Project: WHC Child Care Relocatable
 391-0001
Location: Avenal High School Campus
 Avenal, CA
Contractor: Not determined
Request for: Design Budget Report

1. Site Acquisition	Acres: <u>NA</u>				
A. Purchase price of property		\$	<u>NA</u>		
B. Appraisals			<u>NA</u>		
C. Cost incurred in escrow			<u>NA</u>		
D. Surveys			<u>NA</u>		
E. Other costs			<u>NA</u>		
Total (Acquisition of site)		\$	<u>0</u>		

2. Plans					
A. Architect's fee for preliminary plans		\$	<u>3,870</u>		
B. Architectural fee for working drawings			<u>4,976</u>		
C. Project administration fee (if justified)			<u>0</u>		
D. DSA Plan check fees			<u>1,300</u>		
E. Permit fees			<u>0</u>		
F. Preliminary test (Soils tests)			<u>1,250</u>		
G. Other costs (legal, advertising, etc.)			<u>4,450</u>		
Total (Plans) Note: Total fees may not exceed 13%		\$	<u>15,847</u>		✓

3. Construction					
A. Utility Service		\$	<u>INCLUDED</u>		
B. Site development service			<u>48,950</u>		
C. Site development, general			<u>INCLUDED</u>		
D. Other site development			<u>INCLUDED</u>		
E. Reconstruction			<u>0</u> ^a		
F. Construction (Building)			<u>89,280</u> ^b		
G. Other costs			<u>0</u>		
Total (Construction contracts)		\$	<u>138,230</u>		

4. Test and Inspection					
5. Contingency		\$	<u>6,000</u>		
6. Construction Management (if justified)		\$	<u>4,895</u>		
7. Architectural and Engineering Oversight		\$	<u>0</u>		
8. TOTAL (Construction costs) (items 3 through 7 above)		\$	<u>2,212</u>		
9. Furniture and Group II Equipment		\$	<u>151,337</u>		167,193
10. TOTAL (Project costs) (items 1, 2, 8, and 9)		\$	<u>46,690</u>		✓ 11,624
		\$	<u>214,808</u>		✓ 213,874

11. Project Data	Construction	Ratio	Reconst	TOTAL COST	UNIT COST
CONST ONLY COST/SF	1440	NA	NA	\$138,230.00	\$95.99
TOTAL PROJECT COST/SF	1440	NA	NA	\$214,808.00	\$149.17

PRELIMINARY COST ESTIMATE

WHC Child Care Relocatable
Avenal High School Campus

1. SITE

NA

0

2. PLANS

A ARCHITECT'S FEE FOR PRELIMINARY PLANS

08% fee x .35	\$48,950.00	\$1,371
04% fee x .35	\$89,280.00	\$2,500
	TOTAL	\$3,870

B ARCHITECT'S FEE FOR WORKING DRAWINGS

08% fee x .45	\$48,950.00	\$1,762
04% fee x .45	\$89,280.00	\$3,214
	TOTAL	\$4,976

C PROJECT ADMINISTRATION FEE

\$0

D DSA FEES

\$1,300

E PERMIT/DISCRETIONARY FEES

\$0

F PRELIMINARY TESTS(SOILS TESTS)

SOILS ENGINEER/REPORT	\$500.00	
HAZARDOUS MATERIALS REPORT	\$750.00	
	TOTAL	\$1,250

G OTHER COSTS

ADVERTISING	\$450.00	
ATTORNEY FEES	\$500.00	
EXISTING TOPO GRADES	\$2,500.00	
PRINTING	\$1,000.00	
	TOTAL	\$4,450

TOTAL PLANS

\$15,847

3. CONSTRUCTION

CONSTRUCTION COST ADDERS

ENR THIS PROPOSAL #REF!

A. SITE DEVELOPMENT SERVICES

Demolition	1	\$1,500.00	\$1,500.00
Earthwork	1	\$4,500.00	\$4,500.00
Site Concrete	1	\$8,500.00	\$8,500.00
Electrical/Data/FA/Tel	1	\$18,000.00	\$18,000.00
Utilities	1	\$12,500.00	\$12,500.00
Landscaping	1	\$800.00	\$800.00
Irrigation	1	\$1,200.00	\$1,200.00
CL Fencing	1	\$1,250.00	\$1,250.00
Accessible Parking stalls/signage	1	\$500.00	\$500.00
Signage	1	\$200.00	\$200.00
		TOTAL	\$48,950.00

PROJECT DATA	CONSTRUCT	RATIO	RECONST	TOTAL COST	UNIT COST
CONST ONLY COST/SF	1440	NA	NA	\$138,230.00	\$95.99
TOTAL PROJECT COST/SF	1440	NA	NA	\$214,808.00	\$149.17

Kings County Children & Families Commission				
Budget Request				
Provider Name: <i>West Hills Community College</i>			Date: 6/30/04	
Avenal Child Development Center		Contract Term: 7/1/4 to 9/30/5		
Budget Category	Contract Funding Requested - KCCFC	Non KCCFC Funding- Cash	Non KCCFC Funding- "In-Kind"	Total Funding Required for Project
I. Personnel (list each position)				
Position Title				
Sub-Total Personnel & Benefits	-		-	-
II. Operating Expenses				
Rent & Utilities				
Office Supplies & Materials				
Telephone & Communication				
Postage/Mailing				
Printing/Copying				
Equipment Lease				
Other (list all)				
Sub-Total Operating Expenses	-		-	-
III. Program Expenses				
Travel				
Training/Conference				
Consultants				
Subcontractors (list all)				
Sub-Total Program Expenses	-		-	-
V. Capital Expenditures				
Classroom furniture/equipment	-	24,000.00		24,000.00
Playground shade structure	3,576.00	6,224.00		9,800.00
Playground equipment	13,824.00			13,824.00
Architectural plans/fees/site preparation	5,847.00	10,000.00	5,000.00	20,847.00
Building/Construction costs	151,337.00			151,337.00
Property			10,000.00	10,000.00
Sub-Total Capital Expenditures	174,584.00	40,224.00	15,000.00	229,808.00
VI. Indirect Costs				
TOTALS	174,584.00	40,224.00	15,000.00	229,808.00



CHILDREN & FAMILIES COMMISSION
224 W. LACEY BLVD., HANFORD, CALIFORNIA 93230
(559) 585-0814 FAX (559) 585-0818
Lisa Watson Executive Director

Date of Meeting: July 11, 2006
Agenda Item #: 2006-07-007
Discussion/Action: XX

BB/MAFS

PROJECT TITLE: Avenal FRC Project

A. Background:

At the March 2006 Commission Meeting, the Commission approved its 2006-2007 Strategic Plan outlining their commitment to support, among other endeavors, Family Resource Center Projects throughout Kings County. At the same meeting, the Family Resource Center Initiative was ratified representing a funding allocation to support such projects.

Reef Sunset was among the first of all partner agencies to receive an FRC planning grant by the Commission, however throughout the planning process numerous challenges delayed the implementation of this FRC. Concurrently, the Reef-Sunset School District was awarded a school readiness grant that was implemented, although upon review of the success of the school readiness project, Reef-Sunset agreed that it was necessary to re-develop the project to ensure that it was reaching the target audience and was responsive to the specific needs for this community. Reef-Sunset leadership along with First 5 staff and other community partners have worked to develop a new model that not only addresses the specific needs of the community, but does so with an integrated service delivery model. The proposed model will address the School Readiness and Family Resource Center needs. Due to time constraints we are approaching the Commission for Capital Investment monies in preparation for a thorough development of the full program proposal.

B. Summary of Request, Description of Project, and Primary Goals:

Commission staff request the Commission discuss and consider approving the FY 2006-2007 contract with Reef Sunset Unified School District, investing in a capital development Project to support the development of the Avenal FRC.

C. Timeframe:

Contract term 7/1/06 – 6/30/07

D. Costs:

Costs associated with this item will result in a decrease of the Family Resource Center line item by \$133,000 for FY 2006-2007.

E. Staff Recommendation:

Staff recommends the Commission review and approve the attached contract for the Reef/Sunset School Readiness Project resulting in the disbursement of \$133,000 to Reef Sunset Unified School District for a period from July 1, 2006 to June 30, 2007.

F. Attachments:

Contract, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-5, Exhibit B, Exhibit C

AGREEMENT FOR SCOPE OF WORK PURSUANT TO GRANT AWARD
CONTRACT #2006-07-007

THIS AGREEMENT (hereafter Agreement) is made by and between the First 5 Kings County Children and Families COMMISSION (hereafter COMMISSION) and Reef Sunset Unified School District its principal place of business at 205 N. Park St., Avenal, CA (hereafter GRANTEE), wherein GRANTEE agrees to provide and COMMISSION agrees to accept the services specified herein.

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

1. DESIGNATED REPRESENTATIVE. Lisa Watson at phone number (559) 585-0814 is the representative of the COMMISSION and will administer this Agreement for and on behalf of COMMISSION. Ms. Michelle Cutillo at phone number (559) 386-9083 is the authorized representative for GRANTEE. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To:
FIRST 5 KINGS COUNTY CHILDREN & FAMILIES COMMISSION
Lisa Watson, Executive Director
224 W. Lacey Blvd.
Hanford, CA 93230

To:
REEF SUNSET UNIFIED SCHOOL DISTRICT
Dr. Nancy Mellor, Superintendent
205 N. Park St.
Avenal, CA 93204

3. SCOPE OF SERVICES. GRANTEE agrees to use any grant monies awarded to GRANTEE in a manner consistent with the Statement of Work, Project Description, Scope of Work, Evaluation Plan and Budget Plan as described in Exhibits A1 – A5 attached hereto and incorporated herein by reference. GRANTEE must obtain approval from the COMMISSION prior to implementation of any changes to the scope-of-work by the GRANTEE. Budget amendments and revisions, which change the scope of the project or increase/decrease a category of the budget by more than ten percent of the original grant award, must receive advance COMMISSION approval.

4. TERM. GRANTEE shall commence performance on **July 1, 2006** and end performance upon completion, but no later than **June 30, 2007** unless otherwise directed by the COMMISSION or unless earlier terminated.

5. ALLOCATION OF FUNDS FROM THE COMMISSION

COMMISSION shall allocate the funds to GRANTEE as follows:

- A. All funds provided pursuant to this Agreement shall be expended by GRANTEE in accordance with the budget, as set forth in Exhibit a-5 attached hereto.
- B. GRANTEE shall be paid for performance under this agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference.
- C. Throughout the Agreement term, whenever the data input required to generate quarterly reports is not complete by the due date, (i.e., October 31st, January 31st, April 30th or July 31st), the next scheduled payment will be withheld until such said reports are received.
- D. The Executive Director, or designee, reserves the right to discontinue funding allocation upon grant renewal if GRANTEE fails to submit all completed quarterly reports by the indicated due date, if reported expenditures fall below projections, or if the GRANTEE is not in compliance with this Agreement.

6. FISCAL

- A. **Interest Accounts:** Where not restricted by applicable law, GRANTEE shall maintain all funds received from the COMMISSION in a separate, interest bearing bank account. Where such separate accounts are allowable, GRANTEE shall identify all interest earned on such funds. If GRANTEE is unable to maintain the funds in a separate account, GRANTEE shall have methods in place for identifying any and all COMMISSION funds and applicable interest where not restricted by applicable law. Where not restricted by applicable law, interest shall be accounted for on a quarterly basis in the quarterly reports. Partner Agencies are authorized to appropriate accumulated interest within the approved COMMISSION program budget and may expend such funds by the end of the Agreement term. All interest earned funds not spent by the end of the program year shall be returned by GRANTEE, including any balance of unused COMMISSION monies.
- B. **Budget Adjustments:** The Executive Director, or designee, will accept proposed budget adjustments from Partner Agencies during the current fiscal year. The Executive Director, or designee, will respond to budget adjustments within thirty (30) calendar days after receipt at the COMMISSION office. A transfer of no more than 10% (per fiscal year) of the total Agreement amount may be made without prior written approval of the Executive Director, or designee, but written justification from the GRANTEE is required in the Program Progress Report submitted for the quarter in which the transfer is made. Budget Adjustments will not change the total Agreement amount and additional line items are **not** to be included. Failure of the COMMISSION to discover or object to any unsatisfactory quarterly fiscal reports prior to payment will not constitute a waiver of COMMISSION's right to require GRANTEE to correct such quarterly reports.
- C. **Budget Revisions:** Budget revisions are requests to transfer more than 10% of the total Agreement amount or the addition of line items that were not previously approved. The Executive Director, or designee, will accept proposed budget revisions along with written justification from GRANTEE during the current fiscal year. The Executive Director, or designee, will respond to budget revisions within thirty (30) calendar days after receipt at the COMMISSION office.
- D. **Amendments:** Amendments will include, but are not limited to Agreement increases or decreases and significant changes to the Scope of Work. All amendments, including agreement increases in excess of 10% (per fiscal year) of the total agreement amount, shall require formal approval of the COMMISSION, as provided herein, before they are effective.
- E. **Cost Allocation:** GRANTEE shall have a cost allocation system to identify prorated costs by funding source.
- F. **Overhead/Indirect Costs:**
1. Indirect costs shall be based on a Board approved cost allocation plan or state/federal approved rate not to exceed 10%. These costs will be reviewed and approved on a case-by-case basis. The indirect rate shall not be applied to any funds passed through to other agencies for services contained in the attached Scope of Work.
 - a. Pass through is defined as those instances where the GRANTEE forwards funds to a subcontractor, and no further conditions or requirements of the COMMISSION are imposed on the GRANTEE for those funds. A pass through action also includes situations where the subcontractor of the GRANTEE utilizes its own staff, and the funding for such staff is not included in the indirect rate of the GRANTEE's approved budget.

7. FINANCIAL AUDIT

- A. GRANTEE shall provide a copy of its annual financial audit to the COMMISSION on an annual basis, and such audit shall be performed by an independent auditor, using generally accepted accounting principles.

- B. Such audits shall be submitted to the Executive Director, or designee, within one hundred and twenty (120) calendar days of the end of the fiscal year, or upon immediate receipt from Auditing firm, whichever is first. Prop. 10 funds must be identified separately within the financial audit. Separate identification (Schedule) must include a summarization of Prop. 10 revenues and expenditures for the time period.

8. SUPPLANTATION OF FUNDS. Consistent with the intent of the California Children and Families Act of 1998, no monies from this Program may be used in a manner contrary to the COMMISSION'S Supplantation Policy which was promulgated on August 6, 2002 and amended on November 5, 2002. If any of the information supplied by the GRANTEE regarding its source of funding is not accurate, the COMMISSION will require that any monies granted in violation of the Supplantation Policy be returned to the COMMISSION. GRANTEE will hold COMMISSION harmless from any audit from any source that requires return of the money for violating supplantation rules.

9. NON-APPROPRIATION. This Agreement is funded from revenue derived from a tax placed on the sale of cigarettes. COMMISSION reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for payments, then COMMISSION will immediately notify GRANTEE of such occurrence and the Agreement may be terminated by COMMISSION upon (45) days notice. After this Agreement is terminated under these provisions, COMMISSION shall have no obligation to make further payments. Any unexpended funds held by GRANTEE shall be returned to the COMMISSION.

10. INDEPENDENT CONTRACTOR. GRANTEE shall perform all of its services under this Agreement as an independent contractor and not as an employee of COMMISSION. GRANTEE understands and acknowledges that it shall not be entitled to any of the benefits of a COMMISSION employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

11. STANDARD OF PERFORMANCE. GRANTEE represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, GRANTEE shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which GRANTEE is engaged. All products of whatsoever nature which GRANTEE delivers to COMMISSION pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in GRANTEE's profession. GRANTEE shall correct or revise any errors or omissions, at the COMMISSION'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by GRANTEE without additional compensation. COMMISSION'S failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COMMISSION'S right to require GRANTEE to correct such work or billings or seek any other legal remedy.

12. RETURN OF FUNDS. Any unexpended funds held by GRANTEE shall be reported to the COMMISSION with the final report. The GRANTEE shall return remaining unexpended funds that are in excess of expenditures for services, to the COMMISSION within fifteen (15) days after expiration of the contract. If GRANTEE has been overpaid, including fourth quarter expenses, the COMMISSION will allow, in instances where the Agreement is renewed, those program funds to be carried forward into the GRANTEE's new Agreement period and will reduce the second and subsequent quarterly payments by an amount not to exceed the overpayment.

Notwithstanding any other provision herein, GRANTEE agrees to reimburse, in full, any and all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not, or have not been utilized by GRANTEE for their purpose as intended by the COMMISSION. The terms and conditions of reimbursement shall be the sole discretion of the COMMISSION.

13. DISALLOWANCE: In the event GRANTEE receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein, GRANTEE shall promptly refund the disallowed amount to COMMISSION upon request. COMMISSION retains the option to offset the amount disallowed from any payment due to the GRANTEE under this Agreement, or under any other Agreement or contract between GRANTEE and COMMISSION.

14. TAXES. The COMMISSION shall not be responsible for paying any taxes on GRANTEE's behalf, and should the COMMISSION be required to do so by state, federal, or local taxing agencies, GRANTEE agrees to promptly reimburse COMMISSION for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

15. CONFLICT OF INTEREST. GRANTEE covenants that GRANTEE presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. GRANTEE further covenants that in the performance of this Agreement, no person having any such interest shall be employed by GRANTEE.

16. RESPONSIBILITIES OF COMMISSION. COMMISSION shall provide all information reasonably necessary by GRANTEE in performing the services provided herein.

17. PERIODIC REPORTS OF ACTIVITIES AND EXPENDITURES. GRANTEE shall submit to the COMMISSION, in such form and frequency as specified by the COMMISSION, a report of activities and expenditures.

- A. GRANTEE shall make such reports to the COMMISSION in such form and containing such information as may be required to enable the COMMISSION to perform its duties to provide the following reports to the state:
1. Quarterly Fiscal Report Forms
 1. Quarterly Program Progress Reports
 2. Quarterly Data Reports: All the quarterly data necessary to generate demographic, service utilization, results and aggregate activity reports;
- B. GRANTEE shall input all the data necessary to generate the report to the COMMISSION, to be filed within thirty (30) calendar days of the end of the quarter, and at the end of the term of the Agreement: Final Reports at the conclusion of the term of the Agreement using the specified database as required by the COMMISSION.

18. EVALUATION AND OUTCOME TRACKING. GRANTEE shall participate in the COMMISSION'S evaluation and outcome tracking process including the development of an evaluation plan that aligns with the COMMISSION'S Strategic Plan. GRANTEE shall adhere to the COMMISSION'S adopted Confidentiality Protocol, Policy, and Practices in performance of duties under the scope of this Agreement in connection with the evaluation and outcome tracking process.

19. OWNERSHIP OF DOCUMENTS. COMMISSION shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. GRANTEE shall not release any materials under this section except after prior written approval of COMMISSION.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COMMISSION. COMMISSION shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

20. BUSINESS RECORDS.

REPORTS AND RECORDS

- A. GRANTEE shall retain all records associated with this Agreement for at least four (4) years following the close of the fiscal year in which this Agreement is in effect or until any county, state or federal audit are completed, whichever is later. This obligation is not terminated upon termination of this Agreement, whether by rescission or otherwise. GRANTEE agrees to require any subcontractors to retain all records associated with the Agreement for the same time period.

- B. Books and records shall be maintained in accordance with general accounting standards for books and record keeping.
- C. Where medical records, and/or client records are generated under this Agreement, GRANTEE shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Accountability and Portability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.
- D. GRANTEE agrees to obtain "voluntary" consent using the First 5 Kings County Consent Form for any customer entered into the specified database system as designated by COMMISSION. GRANTEE also agrees to maintain the original signed Consent Form on file for First 5 Kings County to review as necessary. Each customer is to receive a copy of the signed Consent Form.
- E. Each GRANTEE must maintain a written customer confidentiality policy and maintain a written protocol to ensure GRANTEE staff and volunteers are aware of and abide by said policy to include a signed confidentiality agreement.
- F. COMMISSION shall have the right to audit and review all such documents and records at any time during GRANTEE's regular business hours or upon reasonable notice.

21. SUBMISSION OF AUDIT. GRANTEE shall make available all records, papers, vouchers, books, correspondence or other documentation or evidence at all reasonable times for review, inspection or audit by duly authorized officials of the COMMISSION. The GRANTEE agrees that the COMMISSION or its agent may have the right to audit the records of the GRANTEE pertaining to this Agreement both during performance and after completion.

22. PUBLICITY AND ATTRIBUTION REQUIREMENTS: GRANTEE shall include the following acknowledgment of the COMMISSION and Prop. 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include, but are not limited to the following: brochures, flyers, television, radio and print ads, public service announcements, presentations, telephone hold messages, outdoor ads, signs and vehicles. The wording of the First 5 Kings County attributions shall be one of the following:

"Made possible by funding from First 5 Kings County "or "Funded by First 5 Kings County ".

Where appropriate, GRANTEE shall use the approved COMMISSION logo on public education and outreach materials in accordance with the COMMISSION Attribution Standards, incorporated herein by reference, and as may be amended from time to time. GRANTEE will provide COMMISSION staff a courtesy copy of all proposed signs, pamphlets, brochures, and newsletters 14 (fourteen) days prior to submitting to print.

23. INDEMNIFICATION AND INSURANCE. GRANTEE shall agree to defend, indemnify and save harmless the COMMISSION and KINGS COUNTY and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.

24. NONDISCRIMINATION.

- A. GRANTEE will serve its target population in an environment that is free of discrimination and sensitive to differences of people working towards the common goal of children ready to enter kindergarten as healthy and active learners, including sensitivity to differences of gender, race, ethnicity, class, age, physical ability, sexual orientation or other life experiences.
- B. GRANTEE will not require participation in a religious faith to be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Outreach for services will be to the community at large.

25. NON-EXCLUSIVE AGREEMENT. GRANTEE understands that this is not an exclusive Agreement and that COMMISSION shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by GRANTEE as the COMMISSION desires.

26. ASSIGNMENT. GRANTEE shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COMMISSION and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

27. SUB-CONTRACTORS.

- A. COMMISSION does not recognize subcontractors under this Agreement. COMMISSION holds GRANTEE solely responsible for the performance of all duties and obligations under this Agreement. GRANTEE agrees and understands that COMMISSION does not enter into, or assume any legal relationship with any subcontractor of GRANTEE for performance under this Agreement. GRANTEE agrees to remedy any and all breaches of any agreements with any subcontractor, and further agrees that GRANTEE may not look to COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. Any and all subcontractor(s) shall conform to all requirements of the COMMISSION and any Agreement between the GRANTEE and COMMISSION. Copies of subcontractor agreements between participating third parties, if any, and GRANTEE, shall be submitted to the COMMISSION within 30 calendar days from the start date of the Agreement.
- C. An organizational chart should be provided by GRANTEE for any new Agreement term illustrating the roles and responsibilities of each subcontractor. Copies of all subcontractor permits, employee licenses or business, state and/or clinic licenses shall be on file with the GRANTEE in order for the subcontractor to perform the proposed services. Subcontractor agreements shall be updated each Agreement term

28. AGREEMENT WITH PROGRAM PARTNERS. GRANTEE shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. Before initiating programmatic operations, GRANTEE shall enter into a Memorandum of Understanding (MOU) or similar agreement with any such organization, with signatures affixed by an official authorized to bind the organization. GRANTEE shall provide said agreement(s) and an organizational chart specifying all collaborative efforts to the Executive Director, or designee. Copies of all collaborating organization permits, employee licenses or business, state and/or clinic licenses shall be on file with the GRANTEE in order for the MOU organization to perform the proposed services. MOUs or similar agreements shall be updated each Agreement term.

29. TERMINATION.

- A. **By COMMISSION:** COMMISSION may, by written notice to GRANTEE, terminate this Agreement in whole or in part at any time, whether for COMMISSION's convenience or because of the failure of GRANTEE to fulfill the obligations herein. Upon receipt of notice, GRANTEE shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COMMISSION all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by GRANTEE in performing this Agreement, whether completed or in process.

- 1. For Convenience. COMMISSION may terminate this Agreement upon forty-five (45) days written notice. Following notice of such termination, GRANTEE shall promptly cease work and notify the COMMISSION as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COMMISSION shall pay GRANTEE for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall GRANTEE be paid an amount in excess of the full price under this Agreement or for unperformed portions of the duties under the Agreement. GRANTEE shall furnish to COMMISSION such financial information as in the judgment of the COMMISSION is necessary to determine the reasonable value of the services rendered by GRANTEE. In the event of a dispute as to the reasonable value of the services rendered by GRANTEE, the decision of COMMISSION shall be final. The foregoing is cumulative and shall not effect any right or remedy which COMMISSION may have in law or equity.

2. Upon default by the GRANTEE in the performance of this Agreement or materially breach any of its provisions, COMMISSION may, at the COMMISSION'S sole option, terminate this Agreement by written notice which shall be effective upon receipt by GRANTEE.

B. **By GRANTEE.** GRANTEE may, by written notice to COMMISSION, terminate this Agreement in whole or in part at any time, whether for GRANTEE's convenience or because of the failure of COMMISSION to pay GRANTEE all or any part of the payment set forth in Exhibit B. GRANTEE may, at GRANTEE's option terminate this agreement if such failure is not remedied by COMMISSION within thirty (30) days of written notice to COMMISSION of such late payment.

C. **RETURN OF UNUSED FUNDS.** In the event that either party terminates this Agreement, GRANTEE shall return any unexpended grant funds to the COMMISSION.

30. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

31. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

32. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved by COMMISSION is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

33. SOLE RECOURSE. GRANTEE'S sole remedy is against the COMMISSION and Trust Funds and GRANTEE will not seek damages, specific performance, or other relief from Kings County or its agencies or employees.

34. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

35. NO WAIVER OF DEFAULT. No delay or omission of COMMISSION to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COMMISSION shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COMMISSION.

36. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

37. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

38. CONFIDENTIALITY.

A. GRANTEE may be a covered entity or business associate subject to the Standards of Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160

and Part 164. (Hereinafter "HIPAA"). In the event that GRANTEE is a covered entity or business associate. GRANTEE shall comply with the provisions of HIPAA for the protection of Protected Health Information. Further, GRANTEE shall comply with any and all federal and state laws, rules and regulations not previously mentioned governing confidential health care information of individual clients or patients in the event that GRANTEE has access to such confidential information.

B. GRANTEE shall defend and hold the COMMISSION harmless from damages caused or alleged to be caused by GRANTEE'S violations of laws, rules and regulations on confidentiality.

39. COMPLIANCE WITH LAW. GRANTEE shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of GRANTEE in any action or proceeding against GRANTEE, whether COMMISSION be a party thereto or not, that GRANTEE has violated any such ordinance or statute, shall be conclusive of that fact as between GRANTEE and COMMISSION.

40. COMPLIANCE WITH TOBACCO FREE POLICY. GRANTEE shall, at his cost and expense, comply with the COMMISSION'S Tobacco Free Policy, which provides that GRANTEE shall establish a policy to maintain a tobacco-free environment, including outside areas, and must agree not to accept any funds from the Tobacco industry, including event sponsorships and in-kind contributions.

41. CALIFORNIA LAW. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in Kings County, if in state court, or in the federal district court nearest to Kings County, if in federal court.

42. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, GRANTEE hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which GRANTEE is obligated, which breach would have a material effect hereon.

43. CONFLICTS IN INTERPRETATION. In the event of conflict in interpretation by the parties of the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the numbered sections of this agreement shall prevail over those in Exhibits.

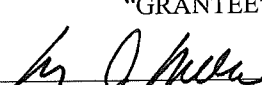
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COMMISSION.

FIRST 5 KINGS COUNTY
CHILDREN & FAMILIES COMMISSION
"COMMISSION"

By: 
Lisa Watson, Executive Director

Date: 5/10/07

REEF SUNSET UNIFIED
SCHOOL DISTRICT
"GRANTEE"

By: 
Dr. Nancy Mellor, Superintendent

Date: 5-17-07
Tax ID Number 77-0135892

Exhibit A-1 Statement of Work

The First 5 Kings County Children and Families Commission was established via County Ordinance on December 29, 1998, as a result of the passage of the 1998 California Children and Families Act (Proposition 10) by California voters in November 1998. The Act has been incorporated into California Health and Safety Code Section 130100-130155.

The First 5 Kings County Children and Families Commission, consistent with the California Children and Families Act, is committed to improving the lives of young children and their families through countywide, comprehensive, integrated systems of early childhood development services. The Commission will work in partnership with its grantees to achieve strategic objectives that support this mission as detailed in its strategic plan.

The First 5 Kings County Children and Families Commission is developing new collaborative structures and processes that will help the Commission, its GRANTEE's and the Community to successfully implement the Children and Families Act in Kings County. The GRANTEE will participate in the development of these collaborative structures and processes where appropriate. Specific areas may include, but are not limited to, the development of standards for service delivery and assessment tools for school readiness.

GRANTEE will participate in a comprehensive, countywide evaluation being conducted by consultants retained by or behalf of the COMMISSION. Participation will include, but is not limited to, quarterly reports, year-end results and utilization of Commission developed reporting systems.

GRANTEE will participate in Commission sponsored in-service training.

GRANTEE will include language, in all brochures and promotional materials developed to describe and promote Commission funded programs, that identifies the program as "Funded by First 5 Kings County".

Exhibit A-2
Project Description

Briefly describe your project, including what you hope to accomplish, the agency(ies) involved, and the proposed plan of action to undertake the project.

Agency: Reef Sunset Unified School District
Project Name: Avenal Family Resource Center

Reef Sunset was among the first of all partner agencies to receive an FRC planning grant by the Commission, however throughout the planning process numerous challenges delayed the implementation of this FRC. Concurrently, the Reef-Sunset School District was awarded a school readiness grant that was implemented, although upon review of the success of the school readiness project, Reef-Sunset agreed that it was necessary to re-develop the project to ensure that it was reaching the target audience and was responsive to the specific needs for this community. Reef-Sunset leadership along with First 5 staff and other community partners have worked to develop a new model that not only addresses the specific needs of the community, but does so with an integrated service delivery model. The proposed model will address the School Readiness and Family Resource Center needs.

**Exhibit A-3
Scope of Work**

PROVIDER NAME: Reef-Sunset Unified School District

PAGE: 1 of 4

1	2		3	4	5	6	7
Strategic Plan Results Area #1	Goals & Objectives		Program Specific Strategies	Target Quantity of Individuals to be served	Total Quantity of services to be provided	Number of times services provided by Program	Staff Responsible
	Goals	Objectives	Strategies				
Healthy Children: All Kings County children 0-5 years of age will be well nourished, healthy, and safe.	To improve access and utilization of health services for children	To support the enrollment of children and families into various healthcare coverage programs					
		To provide advocacy and assistance services to families in accessing and negotiating healthcare systems (medical home, healthcare insurance companies, hospitals, etc.)					
		To provide on-site medical services at FRC (medical, dental, vision, mental).					
	To improve family nutrition	To provide training/counseling to families on benefits of proper nutrition.					
	To reduce the incidence of child abuse and neglect to children age 0-5.	To provide child abuse prevention education to parents of children age 0-5					
	To provide children a safe environment in an effort to prevent injury from accident.	To support car seat safety programs at community based FRC's.					
To support training/workshops on unintentional injury prevention to parents of children age 0-5							

1	2		3	4	5	6	7
Strategic Plan Results Area #2	Goals & Objectives		Program Specific Strategies	Target Quantity of Individuals to be served	Total Quantity of services to be provided	Number of times services provided by Program	Staff Responsible
	Goals	Objectives	Strategies				
Children Learning & Ready for School: All Kings County children 0-5 years of age will have access to high quality childcare, early learning opportunities, and be ready for school.	To enhance the quality and quantity of childcare and early childhood education in Kings County.	To provide quality enhancement training to childcare and early childhood educators throughout the county through CARES Program.					
		To provide case management and mentoring services to childcare and early childhood educators through the CARES Program in an effort to move them up the child development accreditation matrix.					
		To provide cash, education, and product incentives to childcare providers for participation in CARES program					
		To increase childcare slots to children throughout Kings County.					
		To support and develop the necessary social and emotional skills, numeracy and literacy skills and other cognitive readiness skills to prepare children age 0-5 to succeed in school.		To provide parent/child interactive workshops to develop the necessary social, emotional, and cognitive skills necessary to succeed in school.			
To provide child development assessments, case management, and services to children in an effort to support their optimum growth and development.							
To provide individual counseling to parents on how to best support their child's early educational development.							
To provide assessments for the identification of special needs in children 0-5.							

1 Strategic Plan Results Area #2	2 Goals & Objectives		3 Program Specific Strategies	4 Target Quantity of Individuals to be served	5 Total Quantity of services to be provided	6 Number of times services provided by Program	7 Staff Responsible	
Children Learning & Ready for School: All Kings County children 0-5 years of age will have access to high quality childcare, early learning opportunities, and be ready for school.	Goals	Objectives	Strategies					
	To establish school readiness projects in low performing school districts through out Kings County		To provide home visitation services to children age 0-5 in an effort to coach caregivers and children in areas of development necessary for school readiness.					
			To provide literacy assistance to children age 0-5 in an effort to enhance their ability to enter school ready.					
		To provide pre-k academies to children age 0-5 who have had no pre-school experience.						

1 Strategic Plan Results Area #3	2 Goals & Objectives		3 Program Specific Strategies	4 Target Quantity of Individuals to be served	5 Total Quantity of services to be provided	6 Number of times services provided by Program	7 Staff Responsible
	Goals	Objectives	Strategies				
Healthy Families: All Kings County children 0-5 years of age will benefit from the creation of strong families and improved family functioning	To increase parent capacity to raise healthy children.	To support the establishment of parenting education forums at all community based FRC's					
		To support the creation of parent support networks and/or support groups at all community based FRC's					
		To support a "hotline" addressing parenting/caregiver stressors, tips, and community resources.					
To support families of young children in their efforts to become economically, socially, and emotionally sufficient.		To support the delivery of forums at community based FRC's addressing life skills such as job search, employment, housing, healthy family relationships, nutrition, money management, etc.					
		To support case management of families at community based FRC's and/or through home visitation.					
		To assist families in making sure their basic needs are met such as food, shelter, and clothing.					
To provide families of young children access to county-wide resources within the community they live.		To develop community partnerships so that a variety of services are made accessible on-site at community based FRC (Ex: HSA Eligibility Worker, KCAO Food Distribution Program, Mental Health Services, etc.)	Purchase modular building for dual purpose use of FRC/School Readiness Project.	N/A			Michelle Cutillo
		To provide resource, referral, connection, and follow-up to families seeking services not available on-site at community based FRC.	Furnish modular building for dual purpose use of FRC/School Readiness Project	N/A			Michelle Cutillo

**Exhibit A-5
Budget**

Project Name:		Contract Term:		
BUDGET CATEGORY AND LINE ITEM DETAIL	First 5 Funds Requested	Cash Match	In-Kind Match	TOTAL
A. Personnel Costs				
N/A				
TOTAL Program Costs				
B. Operational Costs				
N/A				
TOTAL Program Costs				
C. Operating Cost				
N/A				
TOTAL Program Costs				
D. Capital Expenditures				
List all Projects Pre-School Building (1/2 cost)	\$133,000			
TOTAL Capital Costs				
E. Indirect Costs				
N/A				
TOTAL Indirect Costs				
TOTAL PROJECT COSTS	\$133,000			

Exhibit C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance and NOT involving construction projects or property rental

INDEMNIFICATION

GRANTEE shall defend, indemnify and save harmless the First 5 Kings County Children and Families Commission (hereafter COMMISSION) and Kings County (hereafter COUNTY), their officers, agents and employees from any an all claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the GRANTEE or his agents or employees or other independent GRANTEES directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COMMISSION and/or COUNTY.

GRANTEE shall notify COMMISSION and COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the GRANTEE'S indemnification of the COMMISSION and COUNTY, GRANTEE shall procure the following required insurance coverage at its sole cost and expense. All insurance coverage are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COMMISSION and COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place GRANTEE in default. In the event that the GRANTEE is self-insured, GRANTEE shall furnish a Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self-Insurance. Upon written request by the COMMISSION and COUNTY, GRANTEE shall provide a certified copy of any insurance policy to the COMMISSION and COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all GRANTEE'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the COMMISSION and COUNTY. In the event GRANTEE is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if GRANTEE has no employees as defined in Labor Code Section 3350 et seq. During the entire period of this Agreement and GRANTEE submits a written statement to the COMMISSION and COUNTY stating that fact.
2. **General and Automobile Liability Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of GRANTEE and shall include contractual liability coverage for this Agreement between COMMISSION and

GRANTEE. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles which are operated on behalf of the GRANTEE pursuant to GRANTEE'S activities hereunder. COMMISSION and COUNTY, their officers, employees, and agents shall be named as Additional Insureds on any policy. A copy of the endorsement evidencing that the COMMISSION and COUNTY has been added as a named additional insured on the policy, must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COMMISSION and COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COMMISSION and COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

GRANTEE shall submit to the office of the designated COMMISSION representative certificate(s) of insurance and endorsements documenting the required insurance as specified above, prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated COMMISSION representative as a condition precedent to any payment by COMMISSION under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the GRANTEE.

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts REQUIRING professional liability insurance
and NOT involving construction projects or property rental

INDEMNIFICATION

GRANTEE shall defend, indemnify and save harmless the First 5 Kings County Children and Families commission (hereafter COMMISSION) and Kings County (hereafter COUNTY), their officers, agents and employees from any and all claims, demands, damages costs, expenses (including attorney's fees), judgements or liabilities arising out of this agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the GRANTEE or his agents or employees or other independent GRANTEES directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities resulting solely from the negligence or willful misconduct of the COMMISSION and/or COUNTY.

GRANTEE shall notify COMMISSION and COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the GRANTEE'S indemnification of the COMMISSION and COUNTY, GRANTEE shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COMMISSION and COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place GRANTEE in default. In the event that the GRANTEE is self-insured, GRANTEE shall furnish a Certificate of Permission to Self-insure signed by the Department of Industrial Relations Administration of Self-Insurance. Upon written request by the COMMISSION and COUNTY, GRANTEE shall provide a certified copy of any insurance policy to the COMMISSION and COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all GRANTEE'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the COMMISSION and COUNTY. In the event GRANTEE is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if GRANTEE has no employees as defined in Labor Code Section 3350 et seq. During the entire period of this Agreement and GRANTEE submits a written statement to the COMMISSION and COUNTY stating that fact.
2. **General and Automobile Liability Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of GRANTEE and shall include contractual liability coverage for this Agreement between COMMISSION and GRANTEE. The automobile liability insurance shall cover all owned, non-owned and hired motor

vehicles which are operated on behalf of GRANTEE pursuant to GRANTEE'S activities hereunder. COMMISSION and COUNTY, their officers, employees, and agents shall be named as Additional Insureds on any policy. A copy of the endorsement evidencing that the COMMISSION and COUNTY has been added as a named additional insured on the policy, must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COMMISSION and COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COMMISSION and COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. **Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of GRANTEE'S professional staff with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage. Said policy or policies shall provide that COMMISSION and COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage.

GRANTEE shall submit to the office of the designated COMMISSION representative certificate(s) of insurance and endorsements documenting the required insurance as specified above, prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated COMMISSION representative as a condition precedent to any payment by COMMISSION under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the GRANTEE.



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting: August 1, 2023

Study Session

May Revise 2023
Proposition 10 Revenue
Projections



330 Campus Drive • Hanford • CA • 93230 • (559) 585-0814

Date of Meeting:
Agenda Item Type:

August 1, 2023
Informational Item

AGENDA ITEM: May 2023 Revise Proposition 10 Revenue Projections

A. Background/History:

First 5 California releases a 5-Year County Tax Revenue Projections annually coinciding with the May Revision to the Governor's Budget. The projections also factor in assumptions provided by the Department of Finance regarding cigarette, tobacco and e-cigarette sales, as well as birthrate projections.

On April 28, 2023, the Commission approved the Fiscal Year 2023/2024 budget, in the amount of \$1,484,706, based on the annual projections released by First 5 California on November 1, 2022.

On July 15, 2023, First 5 California released an updated 5-year Revenue Projection for FY 2023-24 through 2027-28. The projections reflect lower projections compared to the November 2022 projections.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Staff is providing the projections to the Commission, to advise the Commission of potential financial impact on future Proposition 10 Revenue. Staff is requesting the Commission review and discuss the updated Five-Year projection, and potential impact of decreased revenue on future First 5-funded projects.

C. Timeframe:

The projections are for Fiscal Year 2023-24 through 2027-28.

D. Costs:

Further reduction in First 5 revenues is anticipated with the flavor ban and updated birthrates. A 94% reduction is anticipated in the current Fiscal Year 2023-2024, 99% in FY 2024-2025, and 99% in FY 2025-2026 with a slight increase of 101% in FY 2026-2027, in comparison to the November 2022 projections.

E. Staff Recommendation:

Staff recommends the Commission review and discuss the potential impact of decreased revenue on future First 5-funded projects.

F. Attachments:

- 5-Year Fiscal Plan approved by Commission – June 2023
- First 5 California May Revise 2023 Tobacco Tax Projections – July 2023 release
- Kings County Tobacco Tax Revenue Projections – Comparison between May 2022 and May 2023 Revise Projections

First 5 Kings County Fiscal Plan FY22/23 through FY26/27							
	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27
	Actual	Actual	Budgeted	Projected	Projected	Projected	Projected
Revenue							
General Allocation Revenues	\$1,614,766	\$1,449,281	\$1,269,907	\$1,184,227	\$1,123,494	\$1,098,583	\$1,048,880
Interest	-\$3,503	\$8,217	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Miscellaneous Income	\$41,667	\$53,929	\$24,936	\$28,618	\$25,285	\$29,019	\$25,639
Total Revenue	\$1,652,930	\$1,511,427	\$1,300,843	\$1,218,845	\$1,154,779	\$1,133,602	\$1,080,519
Expenditures							
Salaries & Benefits	\$115,421	\$135,431	\$202,719	\$191,437	\$191,437	\$191,437	\$191,437
Services & Supplies	\$130,521	\$126,638	\$140,706	\$131,221	\$131,221	\$131,221	\$131,221
Contributions to Agents	\$1,199,642	\$1,174,248	\$1,226,606	\$1,162,048	\$1,162,048	\$1,162,048	\$1,162,048
FRC Initiative	\$631,012	\$618,392	\$684,961	\$648,911	\$648,911	\$648,911	\$648,911
Avenal	\$0	\$0	\$85,500	\$81,000	\$81,000	\$81,000	\$81,000
Corcoran	\$116,000	\$113,680	\$110,200	\$104,400	\$104,400	\$104,400	\$104,400
Kettleman City	\$90,000	\$88,200	\$85,500	\$81,000	\$81,000	\$81,000	\$81,000
Hanford & Lemoore	\$425,012	\$416,512	\$403,761	\$382,511	\$382,511	\$382,511	\$382,511
FRC Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0
School Readiness Initiative	\$438,278	\$431,004	\$417,810	\$395,820	\$395,820	\$395,820	\$395,820
Parent & Me	\$349,800	\$342,804	\$332,310	\$314,820	\$314,820	\$314,820	\$314,820
Special Needs	\$88,478	\$88,200	\$85,500	\$81,000	\$81,000	\$81,000	\$81,000
E3 Initiative	\$90,352	\$88,545	\$85,834	\$81,317	\$81,317	\$81,317	\$81,317
CARES	\$90,352	\$88,545	\$85,834	\$81,317	\$81,317	\$81,317	\$81,317
New Projects	\$40,000	\$36,307	\$38,000	\$36,000	\$36,000	\$36,000	\$36,000
United Way	\$40,000	\$36,307	\$38,000	\$36,000	\$36,000	\$36,000	\$36,000
PROP 56	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$1,445,584	\$1,436,317	\$1,570,031	\$1,484,706	\$1,484,706	\$1,484,706	\$1,484,706
Excess of Revenues or Expenditures	\$207,346	\$75,110	-\$269,188	-\$265,861	-\$329,926	-\$351,104	-\$404,187
Fund Balance	\$1,356,361	\$1,446,183	\$1,521,293	\$986,245	\$922,179	\$635,141	\$517,992
Fund Balance % of Revenues (25% floor)	87.49%	100.65%	96.25%	80.92%	79.86%	56.03%	47.94%

Assumptions

- Fund balance minimum is currently set at 25% of annual budget by First 5 Policy Manual

FIRST 5 CALIFORNIA COUNTY TAX REVENUE PROJECTIONS FOR 2023-24 THROUGH 2027-28 with Flavor Ban
 UTILIZING DOF's MAY 2023 UPDATED TOBACCO TAX PROJECTIONS AND
 DOF BIRTH PROJECTIONS FOR CALIFORNIA STATE AND COUNTIES 1990-2040
 UPDATED 7/3/2023

	COUNTY	2019 Births ¹	2019 Birthrate	2023-24 TAX REVENUE PROJECTION	2020 Births ¹	2020 Birthrate	2024-25 TAX REVENUE PROJECTION	2021 Births ¹	2021 Birthrate	2025-26 TAX REVENUE PROJECTION	2022 Births ¹	2022 Birthrate	2026-27 TAX REVENUE PROJECTION	2023 Births ¹	2023 Birthrate	2027-28 TAX REVENUE PROJECTION
1	Alameda	18,197	4.075%	\$9,675,063	18,082	4.029%	\$9,144,444	17,678	4.046%	\$8,920,542	17,492	4.000%	\$8,562,940	17,302	3.974%	\$8,261,878
2	Alpine	17	0.004%	\$9,039	6	0.001%	\$3,034	12	0.003%	\$6,055	4	0.001%	\$1,958	7	0.002%	\$3,343
3	Amador	314	0.070%	\$166,949	321	0.072%	\$162,336	336	0.077%	\$169,550	301	0.069%	\$147,350	330	0.076%	\$157,578
4	Butte	2,149	0.481%	\$1,142,590	2,083	0.464%	\$1,053,417	1,914	0.438%	\$965,829	1,958	0.448%	\$958,509	1,989	0.457%	\$949,767
5	Calaveras	401	0.090%	\$213,205	392	0.087%	\$198,243	396	0.091%	\$199,827	415	0.095%	\$203,157	411	0.094%	\$196,257
6	Colusa	249	0.056%	\$132,389	253	0.056%	\$127,947	256	0.059%	\$129,181	273	0.062%	\$133,643	246	0.057%	\$117,467
7	Contra Costa	11,811	2.645%	\$6,279,726	11,999	2.674%	\$6,068,144	11,898	2.723%	\$6,003,881	12,011	2.747%	\$5,879,801	12,118	2.784%	\$5,786,466
8	Del Norte	281	0.063%	\$149,403	235	0.052%	\$118,844	239	0.055%	\$120,602	250	0.057%	\$122,384	249	0.057%	\$118,900
9	El Dorado	1,531	0.343%	\$814,009	1,577	0.351%	\$797,522	1,748	0.400%	\$882,063	1,718	0.393%	\$841,021	1,769	0.406%	\$844,715
10	Fresno	14,051	3.147%	\$7,470,699	14,367	3.202%	\$7,265,691	14,115	3.231%	\$7,122,607	14,098	3.224%	\$6,901,459	14,157	3.252%	\$6,760,109
11	Glenn	398	0.089%	\$211,610	398	0.089%	\$201,277	367	0.084%	\$185,193	391	0.089%	\$191,408	413	0.095%	\$197,212
12	Humboldt	1,406	0.315%	\$747,548	1,371	0.306%	\$693,343	1,277	0.292%	\$644,390	1,287	0.294%	\$630,031	1,208	0.277%	\$576,832
13	Imperial	2,618	0.586%	\$1,391,950	2,553	0.569%	\$1,291,105	2,509	0.574%	\$1,266,073	2,497	0.571%	\$1,222,368	2,513	0.577%	\$1,199,983
14	Inyo	191	0.043%	\$101,552	177	0.039%	\$89,513	176	0.040%	\$88,812	168	0.038%	\$82,242	179	0.041%	\$85,474
15	Kern	12,772	2.860%	\$6,790,675	13,068	2.912%	\$6,608,760	12,809	2.932%	\$6,463,583	12,819	2.931%	\$6,275,344	12,818	2.944%	\$6,120,723
16	Kings	2,101	0.470%	\$1,117,069	2,206	0.492%	\$1,115,620	2,149	0.492%	\$1,084,413	2,166	0.495%	\$1,060,332	2,119	0.487%	\$1,011,844
17	Lake	732	0.164%	\$389,193	729	0.162%	\$368,670	701	0.160%	\$353,733	682	0.156%	\$333,863	717	0.165%	\$342,375
18	Lassen	284	0.064%	\$150,998	245	0.055%	\$123,902	241	0.055%	\$121,612	261	0.060%	\$127,769	241	0.055%	\$115,080
19	Los Angeles	106,987	23.959%	\$56,883,331	106,450	23.721%	\$53,833,984	102,129	23.377%	\$51,535,582	101,442	23.197%	\$49,659,372	100,114	22.997%	\$47,805,435
20	Madera	2,066	0.463%	\$1,098,460	2,117	0.472%	\$1,070,611	2,032	0.465%	\$1,025,373	1,968	0.450%	\$963,404	1,942	0.446%	\$927,324
21	Marin	2,083	0.466%	\$1,107,499	2,059	0.459%	\$1,041,279	1,945	0.445%	\$981,472	1,975	0.452%	\$966,831	1,901	0.437%	\$907,746
22	Mariposa	132	0.030%	\$70,182	156	0.035%	\$78,892	135	0.031%	\$68,123	150	0.034%	\$73,430	146	0.034%	\$69,716
23	Mendocino	926	0.207%	\$492,340	950	0.212%	\$480,435	845	0.193%	\$426,398	929	0.212%	\$454,778	876	0.201%	\$418,299
24	Merced	3,851	0.862%	\$2,047,517	4,029	0.898%	\$2,037,549	4,017	0.919%	\$2,027,029	4,160	0.951%	\$2,036,464	4,213	0.968%	\$2,011,750
25	Modoc	89	0.020%	\$47,320	29	0.006%	\$14,666	39	0.009%	\$19,680	47	0.011%	\$23,008	60	0.014%	\$28,651
26	Mono	128	0.029%	\$68,056	99	0.022%	\$50,066	101	0.023%	\$50,966	111	0.025%	\$54,338	108	0.025%	\$51,571
27	Monterey	5,882	1.317%	\$3,127,368	5,777	1.287%	\$2,921,549	5,555	1.272%	\$2,803,123	5,551	1.269%	\$2,717,407	5,428	1.247%	\$2,591,924
28	Napa	1,294	0.290%	\$688,000	1,278	0.285%	\$646,311	1,251	0.286%	\$631,270	1,300	0.297%	\$636,395	1,272	0.292%	\$607,393
29	Nevada	812	0.182%	\$431,728	828	0.185%	\$418,737	783	0.179%	\$395,112	883	0.202%	\$432,259	842	0.193%	\$402,063
30	Orange	34,909	7.818%	\$18,560,575	35,201	7.844%	\$17,801,880	34,169	7.821%	\$17,242,108	34,514	7.892%	\$16,895,798	34,660	7.962%	\$16,550,496
31	Placer	3,660	0.820%	\$1,945,965	3,759	0.838%	\$1,901,005	3,717	0.851%	\$1,875,645	3,932	0.899%	\$1,924,850	4,072	0.935%	\$1,944,421
32	Plumas	162	0.036%	\$86,133	149	0.033%	\$75,352	153	0.035%	\$77,206	159	0.036%	\$77,836	157	0.036%	\$74,969
33	Riverside	28,255	6.327%	\$15,022,746	28,908	6.442%	\$14,619,378	28,562	6.538%	\$14,412,745	29,093	6.653%	\$14,242,031	28,969	6.655%	\$13,832,987
34	Sacramento	18,988	4.252%	\$10,095,625	19,130	4.263%	\$9,464,410	18,755	4.293%	\$9,464,010	18,717	4.280%	\$9,162,620	18,566	4.265%	\$8,865,451
35	San Benito	791	0.177%	\$420,562	802	0.179%	\$405,588	818	0.187%	\$412,773	789	0.180%	\$386,243	837	0.192%	\$399,676
36	San Bernardino	28,688	6.424%	\$15,252,965	29,035	6.470%	\$14,683,605	28,594	6.545%	\$14,428,893	28,770	6.579%	\$14,083,911	28,772	6.609%	\$13,738,918
37	San Diego	38,645	8.654%	\$20,546,948	38,936	8.676%	\$19,690,747	37,782	8.648%	\$19,065,274	37,531	8.582%	\$18,372,724	37,124	8.528%	\$17,727,081
38	San Francisco	8,396	1.880%	\$4,464,023	8,346	1.860%	\$4,220,746	8,286	1.897%	\$4,181,220	8,099	1.852%	\$3,964,741	8,020	1.842%	\$3,829,630
39	San Joaquin	10,076	2.256%	\$5,357,253	10,184	2.269%	\$5,150,261	10,272	2.351%	\$5,183,381	10,287	2.352%	\$5,035,843	10,631	2.442%	\$5,076,409
40	San Luis Obispo	2,464	0.552%	\$1,310,071	2,522	0.562%	\$1,275,428	2,422	0.554%	\$1,222,172	2,541	0.581%	\$1,243,908	2,517	0.578%	\$1,201,893
41	San Mateo	8,253	1.848%	\$4,387,992	8,157	1.818%	\$4,125,165	7,717	1.766%	\$3,894,096	7,487	1.712%	\$3,665,146	7,154	1.643%	\$3,416,106
42	Santa Barbara	5,512	1.234%	\$2,930,645	5,456	1.216%	\$2,759,213	5,440	1.245%	\$2,745,093	5,501	1.258%	\$2,692,930	5,662	1.301%	\$2,703,662
43	Santa Clara	21,100	4.725%	\$11,218,543	20,971	4.673%	\$10,605,472	20,150	4.612%	\$10,167,944	20,022	4.579%	\$9,801,462	19,668	4.518%	\$9,391,667
44	Santa Cruz	2,395	0.536%	\$1,273,384	2,425	0.540%	\$1,226,373	2,389	0.547%	\$1,205,520	2,462	0.563%	\$1,205,234	2,386	0.548%	\$1,139,339
45	Shasta	1,876	0.420%	\$997,440	1,876	0.418%	\$948,732	1,942	0.445%	\$979,958	1,917	0.438%	\$938,438	1,883	0.433%	\$899,151
46	Sierra	24	0.005%	\$12,760	20	0.004%	\$10,114	20	0.005%	\$10,092	25	0.006%	\$12,238	20	0.005%	\$9,550
47	Siskiyou	434	0.097%	\$230,751	332	0.074%	\$167,899	361	0.083%	\$182,165	369	0.084%	\$180,638	408	0.094%	\$194,824
48	Solano	5,053	1.132%	\$2,686,602	5,119	1.141%	\$2,588,785	4,938	1.130%	\$2,491,777	4,886	1.117%	\$2,391,866	4,928	1.132%	\$2,353,169
49	Sonoma	4,377	0.980%	\$2,327,183	4,333	0.966%	\$2,191,288	4,270	0.977%	\$2,154,696	4,155	0.950%	\$2,034,016	4,164	0.957%	\$1,988,352
50	Stanislaus	7,295	1.634%	\$3,878,638	7,469	1.664%	\$3,777,229	7,268	1.664%	\$3,667,524	7,271	1.663%	\$3,559,406	7,322	1.682%	\$3,496,328
51	Sutter	1,255	0.281%	\$667,264	1,249	0.278%	\$631,645	1,218	0.279%	\$614,618	1,320	0.302%	\$646,186	1,343	0.309%	\$641,296
52	Tehama	788	0.176%	\$406,094	803	0.179%	\$404,094	802	0.184%	\$404,699	808	0.185%	\$395,544	819	0.188%	\$391,081
53	Trinity	94	0.021%	\$49,978	108	0.024%	\$54,618	97	0.022%	\$48,947	97	0.022%	\$47,485	127	0.029%	\$60,644
54	Tulare	6,763	1.515%	\$3,595,782	6,944	1.547%	\$3,511,726	6,811	1.559%	\$3,436,917	6,937	1.586%	\$3,395,902	6,927	1.591%	\$3,307,712
55	Tuolumne	466	0.104%	\$247,765	464	0.103%	\$234,654	479	0.110%	\$241,709	436	0.100%	\$213,437	468	0.108%	\$223,475
56	Ventura	8,829	1.977%	\$4,694,243	8,819	1.965%	\$4,459,952	8,379	1.918%	\$4,228,149	8,430	1.928%	\$4,126,777	8,426	1.936%	\$4,023,499
57	Yolo	2,080	0.466%	\$1,105,904	2,203	0.491%	\$1,114,103	2,203	0.504%	\$1,112,223	2,272	0.520%	\$1,111,662	2,324	0.534%	\$1,109,733
58	Yuba	1,167	0.261%	\$620,476	1,200	0.267%	\$606,865	1,212	0.277%	\$611,590	1,170	0.268%	\$572,756	1,286	0.295%	\$614,078
	TOTALS	446,548	100%	\$237,422,654	448,754	100%	\$226,944,254	436,879	100%	\$220,454,654	437,304	100.000%	\$214,075,454	435,328	100.000%	\$207,873,470
	¹ DOF projected births by county.															
	FROM REVENUE BREAKDOWN			\$237,422,654			\$226,944,254			\$220,454,654			\$214,075,454			\$207,873,470

Kings County May 2023 Revise
Proposition 10 Revenue Projections

	2023-24 TAX REVENUE PROJECTION	2024-25 TAX REVENUE PROJECTION	2025-26 TAX REVENUE PROJECTION	2026-27 TAX REVENUE PROJECTION	2027-28 TAX REVENUE PROJECTION
Fiscal Plan Approved in June 2023	\$1,184,227	\$1,123,494	\$1,098,583	\$1,048,880	
Projections July 2023	\$1,117,069	\$1,115,620	\$1,084,413	\$1,060,332	\$1,011,844
Revenue shortage with May 2023 Revise Projections	-\$67,158	-\$7,874	-\$14,170	\$11,452	

% Change

94%

99%

99%

101%



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Date of Meeting: August 1, 2023

Study Session

Final Grantee Achievement Report FY 2022-2023



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Date of Meeting:
Agenda Item Type:

August 1, 2023
Informational Item

AGENDA ITEM: Fiscal Year 2022-2023 Final Grantee Achievement Report for First 5 Funded Projects

A. Background/History:

The Commission has transitioned from a formative evaluation framework into a summative evaluation framework; therefore the reporting of program status reports and evaluation results are now two separate items for the Commission to consider. Staff is providing the Commission, on a quarterly basis, a progress report regarding the status of programs attaining contracted goals and deliverables.

B. Summary of Request, Description of Project and/or Primary Goals of Agenda Item:

Staff is requesting the Commission review and discuss the program status report representing activities and number of clients served through FY 2022-2023.

C. Timeframe:

Reports will be provided to the Commission on a quarterly basis, on the following schedule:

- 1st Quarter Report: December meeting
- 2nd Quarter Report: February meeting
- 3rd Quarter Report: June meeting
- Year End Report: August meeting

D. Costs:

No costs associated with this item.


E. Staff Recommendation:

Staff recommends the commission review and discuss the program reports as provided.

F. Attachments:

- FY 2022-2023 Final Project Achievement Report

FY 2022-2023 Final Achievement Report for First 5 Kings Funded Programs

	Unduplicated Count of Clients Served YTD			Objectives to be Achieved	Objectives that were Achieved	Objectives that did not meet Target	Objectives that are Inactive	Percentage of Budget Expended Goal 100%	Timely Progress Report Submission
	Children 0 to 2	Children 3 to 5	Significant Others						
Family Resource Center Initiative									
Corcoran FRC	92	57	155	41	30	11	N/A	100%	Yes
KCOE – HFC & LFC	177	178	307	146	110	36	N/A	100%	Yes
Kettleman City FRC	25	40	58	36	29	7	N/A	87.98%	Yes
School Readiness Initiative									
UCP Parent & Me	122	45	145	40	27	13	N/A	100%	Yes
UCP Special Need Program	64	0	113	14	12	2	N/A	87.41%	Yes
E3 Initiative									
KCOE – CARES	N/A	N/A	172	19	17	2	N/A	100%	Yes
New Project Initiative									
United Way 211	N/A	N/A	N/A	6	3	3	N/A	100%	Yes



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Date of Meeting: August 1, 2023

Study Session

Staff Report

June-July 2023



Staff Report June-July 2023

Program Officer Report

- **Administrative Activities**
 - Home Visitation Oversight
 - Final Quarterly Progress & Expenditure Reports
 - KCDPH Accreditation
 - KCDPH Senior Leadership
 - Kettleman City Foundation ARPA contract management
 - AmeriCorps Member Program; Curriculum identification
 - Training – Reasonable Suspicion, HIPAA, AmeriCorps Supervisor Bootcamp, AmeriCorps Partner Conference
 - Early Childhood Home Visitation Collaboration (ECHVC) workgroup co-lead
 - KCDPH All-Staff Meeting
 - Kings United Way contract management consultation
 - First 5/Home Visitation Informational meeting for CWS staff (new hires)
 - KCDPH/First 5 Meeting with County Finance Director
 - Avenal FRC modular collaboration

- **Meetings, Webinars and Conferences:**
 - First 5 Association Executive Director monthly call – June 8
 - AmeriCorps Member Informational Meeting (Kings County) – June 14
 - Kings County Home Visiting Advisory Council – June 16
 - ECHVC Workgroup Co-lead prep – June 28
 - Meeting with Exceptional Parents Unlimited staff – June 29
 - ECHVC Workforce Training and Development Workgroup Kick-off – June 29
 - Regional First 5 Home Visitation Coordination – Subcontracting process meeting – June 30
 - First 5 Central Region ED Meeting – July 7
 - ECHVC Workgroup Planning Meeting – July 10
 - Regional Help Me Grow collaboration meeting – July 25
 - First 5 Association Webinar: California’s Efforts to Support Black Birthing Families