



***September 30, 2021 COMMISSION MEETING
AGENDA PACKET ATTACHMENTS***

ATTACHMENTS

ITEM 4:

- Staff Report from Legal Counsel re: Resolution Proclaiming continuing State of Emergency
- Draft Resolution
- CA Assembly Bill 361 (Attached Separately)

ITEM 5:

- Memo Re: Consultant Agreement with Pendulum Dependent Care Solutions LLC
- Draft Consultant Agreement



To: Children And Families Commission Of San Luis Obispo County

From: Natalie Laacke, District Counsel

Date: September 30, 2021

Re: **Item 4** - Resolution Of The Children And Families Commission Of San Luis Obispo County (“First 5”) Proclaiming A Local Emergency, Ratifying The Proclamation Of A State Of Emergency By Governor Newsom’s Order Dated March 4, 2020 And Authorizing Remote Teleconference Meetings Of The Legislative Bodies Of First 5 For The Period Of September 30, 2021 To October 30, 2021 Pursuant To Brown Act Provisions

Item to Consider:

Consider adoption of a resolution pursuant to AB 361 to find that as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom, holding First 5 meetings in person would present imminent risks to the health or safety of attendees.

Staff Report:

RECOMMENDATION:

It is recommended that the Commission adopt a resolution pursuant to AB 361 to find that as a result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom, holding First 5 meetings in person would present imminent risks to the health or safety of attendees.

SUMMARY:

On September 16, 2021, Governor Newsom signed AB 361. This legislation amends the Brown Act to allow meeting bodies subject to the Brown Act to meet via teleconference during a proclaimed state of emergency in accordance with teleconference procedures established by AB 361 rather than under the Brown Act’s more narrow standard rules for participation in a meeting by teleconference. If the Commission desires to continue to meet remotely via teleconference after September 30, 2021, it is required to adopt a resolution making the requisite findings under AB 361. The new law also requires the Commission to reconsider that determination no later than 30 days after the first teleconference meeting held pursuant to AB 361 and every 30 days thereafter. Adoption of the proposed resolution, attached as Attachment A, will enable the Commission to meet via teleconference in October and to reconsider the determination for subsequent meetings.



DISCUSSION:

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That proclamation remains in effect. As a result of the state of emergency, the Governor issued executive orders that waived the normally strict provisions of the Brown Act relating to holding and participating in meetings via teleconferencing. Executive Order N-29-20 allowed bodies subject to the Brown Act to meet without a physical meeting location, so long as various requirements were met, including providing the public the opportunity to observe and participate in the meeting telephonically or electronically. Executive Order No. N-08-21 extended the suspension of the Brown Act's normal teleconferencing rules through September 30, 2021.

On September 16, the Governor signed AB 361, urgency legislation which took effect immediately. (Attachment B.) AB 361 amended Government Code section 54953 to address holding meetings subject to the Brown Act via teleconference during a declared state of emergency. The amended section 54953 takes the place of the provisions of the prior executive orders related to teleconferencing, except that Governor Newsom has subsequently clarified that requirements related to public meetings of local legislative bodies set forth in Executive Order N-08-21 would continue to govern through September 30, 2021, so long as notice of the public meeting is provided, and the public has the opportunity to observe and participate in the meeting as required by AB 361.

AB 361 allows a board, commission or committee subject to the Brown Act, called "legislative bodies" under the Brown Act, to meet via teleconference without following the normal Brown Act teleconference rules if any of the following circumstances exist:

- A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- (B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. [or]
- (C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. (Gov't Code §54953(e)(1) [AB 361, p. 9].)

If the meeting is held via teleconference under these provisions, the meeting body must meet certain requirements under AB 361, including providing public access to the meeting and opportunity for the public to address the members of the legislative body.



AB 361 also requires periodic review of the determination to continue to meet via teleconference. If the state of emergency is still active, or if “state or local officials have imposed or recommended measures to promote social distancing,” then no later than 30 days after meeting via teleconference for the first time pursuant to AB 361, the body must make a finding that the body “has reconsidered the circumstances of the state of emergency” and further find that “[a]ny of the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person. (ii) State or local officials continue to impose or recommend measures to promote social distancing.” (Gov’t Code §54953(e)(3) [AB 361, p. 11].)

Adoption of the resolution will enable the Board to continue to meet remotely via teleconference at its meetings in October. If the resolution is adopted, no later than 30 days after the Board first meets via teleconference pursuant to AB 361, the Board will be required to adopt the requisite findings to continue to meet remotely if the Board desired to so and conditions warranted making the required findings. Accordingly, staff would propose to return during November with a resolution for the Board to consider at that time, with a special meeting if necessary.

Attachments:

Draft Resolution
AB 361

RESOLUTION NO. 2021-01

A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF SAN LUIS OBISPO COUNTY (“FIRST 5”) PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM’S ORDER DATED MARCH 4, 2020 AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF FIRST 5 FOR THE PERIOD OF SEPTEMBER 29, 2021 TO OCTOBER 29, 2021 PURSUANT TO BROWN ACT PROVISIONS

Recitals

WHEREAS, the Children and Families Commission of San Luis Obispo County ("First 5") is committed to preserving and nurturing public access and participation in meetings of the First 5;

WHEREAS, all meetings the First 5’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the First 5’s legislative bodies conduct their business;

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions;

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within First 5’s boundaries, caused by natural, technological or human-caused disasters;

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, such conditions now exist in San Luis Obispo County, specifically, the State of Emergency declared by Governor Newsom on March 4, 2020, due to COVID-19; and the Proclamation of Local Emergency declared by the County of San Luis Obispo on March 13, 2020;

WHEREAS, on September 1, 2021, the San Luis Obispo County Health Officer issued Order Number 6 requiring face coverings in all public indoor settings attributable to the rise in SARS-CoV-2 Delta Variant;

WHEREAS, First 5 does hereby find that the rise in SARS-CoV-2 Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within San Luis Obispo County that are likely to be beyond the control of services, personnel, equipment, and facilities of First 5, and desires to proclaim a local emergency exists and ratify the proclamation of state of emergency by the Governor of the State of California and the San Luis Obispo County Health Officer's Order Number 6;

WHEREAS, as a consequence of the local emergency, First 5 does hereby find that the legislative bodies of First 5 shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, First 5 has been meeting via teleconference during the state of emergency in accordance with Executive Orders N-29-20, including providing opportunity for public observation and participation in Board meetings; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Children and Families Commission of San Luis Obispo County, as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Proclamation of Local Emergency. The Children and Families Commission of San Luis Obispo County hereby proclaims that a local emergency now exists throughout San Luis Obispo County and COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the County that are likely to be beyond the control of services, personnel, equipment, and facilities of First 5.
3. Ratification of Governor's Proclamation of a State of Emergency. The Children and Families Commission of San Luis Obispo County hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.
4. Remote Teleconference Meetings. The Executive Director and Staff of the Children and Families Commission of San Luis Obispo County are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

5. Effective Date of Resolution. This Resolution shall take effect on September 29, 2021 and shall be effective until the earlier of (i) October 29, 2021, or such time the Children and Families Commission of San Luis Obispo County adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of First 5 may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

ADOPTED by the Children and Families Commission of San Luis Obispo County on September 29, 2021, by the following roll call votes:

AYES:
NOES:
ABSENT:
ABSTAINED:

Dated: September 29, 2021

Approved as to content for First 5:

**Children and Families Commission of
San Luis Obispo County**

Executive Director

By: _____

Approved as to form for First 5:

By: _____

Commission Counsel



To: Children And Families Commission Of San Luis Obispo County

From: Wendy Wendt

Date: September 30, 2021

Re: Item 5 – Consultant Agreement with Pendulum Dependent Care Solutions LLC

Staff Recommendation: Commission Approval of a Consultant Agreement with Pendulum Dependent Care Solutions for completion of completion of a Working Parents Child Care Needs Assessment/Analysis/Recommendation as part of the ongoing Collaborative Public Sector Child Care Study.

Background:

Since summer of 2020, First 5 San Luis Obispo County has served as fiscal and administrator coordinator of a collaborative Public Sector Child Care Study, with shared investment by the County of San Luis Obispo, the City of San Luis Obispo, Cal Poly and San Luis Coastal Unified School District. An initial Feasibility Study and Report was completed by a consultant team from the Low Income Investment Fund. One of the Report’s recommendations for further examination has since been selected by the local “Study Team” of agency representatives – an assessment of current child care needs among working parents in the four participating public sector organizations, accompanied by a recommendation on possible ways to address said need, either individually or collectively.

First 5 worked with the Study Team to invite project quotes from four qualified consultants to carry out the assessment. Two submitted proposals, a third held a phone interview and opted not to submit, and a fourth did not respond to the invite.

Of the two submissions, the Study Team selected Pendulum Dependent Care Solutions LLC (PDCS). Fran McIntyre is Founder and Managing Director of PDCS; she comes to the project with significant background in early childhood education systems planning/project management and local ties to both San Luis Obispo County and Cal Poly.

The Consultant Agreement articulates a total fee not to exceed” \$21,500, which is inclusive of a 5% contingency. The project is anticipated to launch October 1, 2021. Estimated project duration is 3 months, subject to modification upon mutual agreement of both parties.



PENDULUM DEPENDENT CARE SOLUTIONS, LLC

CONSULTING AGREEMENT

This Consulting Agreement (the “Agreement”) is entered into on _____, (the “Effective Date”) by and between the Children and Families Commission of San Luis Obispo County (dba First 5 San Luis Obispo County), a political subdivision of the State of California, pursuant to Health and Safety Code section 130140.1 (“First 5 SLO County”), whose address is 3220 South Higuera Street Suite 232, San Luis Obispo, CA 93401, and Pendulum Dependent Care Solutions, LLC, a California limited liability company (“Consultant”), whose address is 600 Pleasant Valley Road, Aptos CA 95003, for providing consultation on a working families child care needs assessment phase of a collaborative child care study.

WITNESSETH

WHEREAS, First 5 SLO County is a statutory Commission that was established in the County of San Luis Obispo pursuant to the provisions of Division 108 of the California Health and Safety Code, commencing at the California Health and Safety Code Section 130100 (“the Children and Families Act”); and

WHEREAS, First 5 SLO County has adopted a county strategic plan (“the Strategic Plan”) for fostering early childhood development within San Luis Obispo County as required by, and in accordance with, the requirements of the Children and Families Act; and

WHEREAS, Communities in San Luis Obispo County are experiencing a growing child care crisis; and

WHEREAS, in May 2019, First 5 SLO County hosted a Where’s the Care Town Hall Meeting with local stakeholders to mobilize resources in both the public and private sectors in a shared effort to address child care capacity across the County; and

WHEREAS, following the town hall, First 5 SLO County along with the following agencies - City of San Luis Obispo; County of San Luis Obispo; San Luis Coastal Unified School District; and California Polytechnic State University, San Luis Obispo (Cal Poly) (collectively, the “Study Partners”) agreed to a collaborative partnership to pursue local solutions to the child care crisis; and

WHEREAS, First 5 SLO County desired to conduct a Collaborative Child Care Study (the “Study”) with a goal to expand quality affordable child care options in San Luis Obispo County; and

WHEREAS, First 5 SLO County entered into Memoranda of Understanding with each of the Study Partners which confirm the Study Partners’ shared monetary investment in the Study, which assign First 5 SLO County a role as Study Coordinator including contract management with project consultants, and which assign the Local Child Care Planning Council of San Luis Obispo County as advisor to the Study; and

WHEREAS, First 5 SLO County desires to provide contract and fiscal management with braided funding provided by the Study Partners to conduct the Study, beginning with the feasibility phase reflected in this Contract, said Study subject to the terms and conditions specified herein; and

WHEREAS, First 5 SLO County together with these Study Partners named above, identified a contractor (Low Income Investment Fund) to conduct the “feasibility phase” of the Study with a goal to identify and recommend a suite of options available to public sector organizations that contribute to expanding quality affordable child care capacity in San Luis Obispo County both for public sector employees and for families residing in San Luis Obispo County; and

WHEREAS, upon completion of the feasibility report Study Partners determined that a next step would be a focused assessment of working families child care needs among employees across their respective agencies, with a goal to determine options for collectively and/or individually addressing identified needs; and

WHEREAS, the Consultant was chosen as the most qualified and suitable respondent to a request for project scopes; and

WHEREAS, the Consultant desires to carry out said Needs Assessment subject to the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. Consultant’s Services.

1.1 Consultant agrees to perform the services (“Services”) as described in the Scope of Services attached as Exhibit A, as it may be amended from time to time by the parties (the “Scope of Services”).

1.2 Consultant shall comply with any statutes, rules, regulations and orders of any governmental or quasi-governmental authority, applicable to the performance of the

Services. Consultant shall from time to time during the term of this Agreement keep First 5 SLO County advised as to Consultant's progress in performing the Services.

1.3 Consultant shall determine the method, details, and means of performing the Services. Consultant shall be solely responsible for the professional performance of the Services and shall receive no assistance, direction, or control from First 5 SLO County.

1.4 Consultant shall not subcontract the Services and shall not allow any other person or entity to perform any of the Services for or instead of Consultant without the prior written consent of the First 5 SLO County.

1.5 Consultant will devote the amount of time necessary to complete the Services pursuant to the Scope of Services. Consistent with this requirement, Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit, except to the extent doing so causes Consultant to breach her obligations under this Agreement or creates a conflict of interest. Nothing in this Agreement shall be construed to interfere with Consultant's obligations to her private practice and other consulting services that do not conflict with Consultant's obligations under this Agreement.

2. Compensation.

2.1 First 5 SLO County agrees to pay Consultant the consulting fee set forth in the Scope of Services (the "Consulting Fee"). Consultant will invoice First 5 and provide necessary work documentation at the end of each month and until services are completed. Payment terms to be mutually agreed upon.

3. Term of Agreement.

3.1 This Agreement will become effective on the Effective Date.

3.2 This Agreement will terminate on the completion of the Services as provided in the Scope of Services, as extended by any new Scope of Services that the parties mutually agree upon; provided that either party may terminate this Agreement at any time by giving [10] days' written notice to the other party.

3.3 Upon termination of this Agreement, Consultant shall be entitled to all compensation earned prior to the termination date and reimbursement for expenses incurred prior to the termination date. Thereafter, First 5 SLO County shall owe Consultant no further amounts or obligations.

4. Default.

4.1 If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the nonbreaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall be effective on the effective date of notice as defined by this Agreement. For purposes of this section, material breach of this Agreement shall include but not be limited to the following:

(a) Nonpayment of the Consulting Fee by the First 5 SLO County after 10 days' written demand for payment.

(b) Failure of Consultant to satisfactorily perform the Services and comply with any delivery schedule as set forth in the Scope of Services.

4.2 This Agreement terminates automatically on the occurrence of any of the following events:

(a) Bankruptcy or insolvency of either party;

(b) Sale of the business of either party; or

(c) Death of either party.

5. Relationship of the Parties.

5.1 Consultant enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstance shall Consultant look to First 5 SLO County as her employer, partner, agent, or principal. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded to First 5 SLO County's employees, including workers' compensation, disability insurance, retirement plans, or vacation or sick pay. Neither Consultant nor any employee of Consultant shall have the authority to act on the behalf of or to bind First 5 SLO County in any manner, except as expressly authorized in writing by the First 5 SLO County.

5.2 Consultant shall be responsible for providing, at Consultant's expense and in Consultant's name, disability, workers' compensation, or other insurance for Consultant and Consultant's employees, if any. Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation, including estimated taxes, and shall provide First 5 SLO County with proof of payment on demand. Consultant agrees to indemnify First 5 SLO County for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by First 5 SLO County arising from Consultant's breach of this provision.

5.3 First 5 SLO County agrees to indemnify, defend, and hold harmless Consultant from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that Consultant may incur within the course and scope of performing the Services, except for liabilities caused by the gross negligence or willful misconduct of Consultant.

5.4 Consultant agrees to indemnify, defend, and hold harmless First 5 SLO County from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that First 5 SLO County may incur related in any way to this Agreement, except for liabilities caused by the gross negligence or willful misconduct of First 5 SLO County.

5.5 Consultant and First 5 SLO County shall provide to each other upon request any information reasonably necessary to determine their obligations under this Agreement, fulfill the purposes of the Services or maintain accurate records.

6. Ownership of Intellectual Property.

6.1 Consultant agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items, if any, that Consultant develops during her performance of the Services pursuant to this Agreement (“New Developments”) shall be and are hereby assigned to First 5 SLO County as its sole and exclusive property. On First 5 SLO County’s request, Consultant agrees to assist First 5 SLO County, at Consultant’s then-current hourly rate, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data, the execution of all applications, specifications, oaths, and assignments, and all other instruments and papers that First 5 SLO County shall deem necessary to apply for and to assign or convey to First 5 SLO County, its successors, and assigns or nominees, the sole and exclusive right, title, and interest in such New Developments.

6.2 Consultant agrees to obtain or has obtained written assurances from of their agreement to these terms regarding Proprietary Information and New Developments.

6.3 Consultant warrants that Consultant has good title to any New Developments and the right to assign New Developments to First 5 SLO County free of any proprietary rights of any other party or any other encumbrance whatsoever.

7. Proprietary Information.

7.1 "Proprietary Information" means all trade secrets and confidential business information disclosed during the term of this Agreement, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was part of a party’s general knowledge prior to its relationship with the other party; or (iii) the information is disclosed to a party without restriction by a third party who rightfully possesses the information and did not learn of it from the other party.

7.2 Consultant agrees to maintain the confidentiality of any Proprietary Information of First 5 SLO County and/or any of the Study Partners , except to the extent necessary to perform the Services and as authorized by the party that disclosed the information. First 5 SLO County agrees to maintain the confidentiality of Consultant’s Proprietary Information, except to the extent necessary to perform an obligation under this Agreement and/or as authorized by Consultant. On termination of Consultant's services to the First 5 SLO County, or at the request of First 5 SLO County before termination, Consultant shall deliver to the First 5 SLO County all material in Consultant's possession relating to First 5 SLO County's business and/or the Study Partners’ business. Nothing in this Agreement shall prevent either party from responding to a lawful subpoena or court order.

8. Miscellaneous Provisions.

8.1 Assignment; Successors and Assigns. Consultant agrees that she will not assign, delegate, transfer, or otherwise dispose of the Services without the written consent of First 5 SLO County. Nothing in this Agreement shall prevent the consolidation of either party with, or their merger into, any other corporation, or the sale by either party of all or substantially all of its properties or assets, or the assignment by either party of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated First 5 SLO County. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

8.2 Entire Agreement. The terms of this Agreement are intended by the parties to be the final expression of their agreement with respect to subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, except as expressly set forth in this Agreement. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

8.3 Amendments; Waivers. This Agreement shall not be varied, altered, modified, changed or in any way amended except by an instrument in writing executed by the parties hereto. No right under this Agreement may be waived except in writing.

8.4 Severability; Enforcement. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law. The headings of this Agreement are for convenience only and are not to be considered in construing this Agreement. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any party. In any dispute under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and legal costs incurred in such dispute.

8.5 Governing Law. Except as otherwise provided, the validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of California, without giving effect to its law regarding the conflict of laws.

8.6 Notices. Any notice under this Agreement must be in writing and shall be effective upon delivery by hand (including by recognized national courier), or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to the First 5 SLO County (at the then-current address of its headquarters) or to Consultant (at Consultant's then-current address). The parties shall be obligated to notify each other in writing of any change in address.

8.7 Acknowledgment. The parties acknowledge that (i) they have each had the opportunity to consult with independent counsel of their own choice concerning this Agreement and have done so to the extent they deem necessary, (ii) they each have read and understand the Agreement, are fully aware of its legal effect, and have entered into it freely based on their own judgment and not on any promises or representations other than those contained in the Agreement, and (iii) the person signing below represents that he or she is authorized to bind that party.

8.8 Counterparts. This Agreement may be executed in counterparts and by facsimile signature with the same force and effect as if all original signatures were set forth in a single document.

The parties have duly executed this Agreement as of the date first written above.

Concurred in by the Executive Director of the Children and Families Commission of San Luis Obispo County:

_____ Wendy Wendt, Executive Director _____ Date

CHILDREN AND FAMILIES COMMISSION OF SAN LUIS OBISPO COUNTY

By: _____
Bruce Gibson, Chairperson _____ Date

Authorized by Commission Action on: _____.

APPROVED AS TO FORM AND LEGAL EFFECT BY LEGAL COUNSEL FOR FIRST 5 SLO COUNTY:

Natalie Frye-Laacke

By: _____
Natalie Frye-Laacke, Counsel for Commission _____ Date

CONTRACTOR:

By: _____

Fran McIntyre, Founder & Managing Director
Pendulum Dependent Care Solutions, LLC

EXHIBIT A

Scope of Services

Scope Outline: Needs Assessment Survey, Results Analysis & Recommendations

Survey

- Provide survey timeline and deliverables prior to project launch
- Recommended survey tool
 - PDCS to utilize a mutually agreed upon survey tool
- Develop survey questions in collaboration with Child Care Study Partners
 - Not to exceed 14 questions
- Develop customized questions for each partner agency
 - Not to exceed 4 questions
- Survey to include
 - Infant-5 years
 - Before & After School Care
 - Other support services (back up care, eldercare, work from home support, tutoring)
 - Close to home vs. close to work care preference
 - COVID-19 related concerns
- Develop survey invite language for each partner agency and facilitate survey launch/timeline

Results

Review survey results to better understand current needs and what services respondents are currently utilizing

- Results analysis
- Summarize results and key findings for each partner agency

Project Report

- Executive summary
 - Provide high level summary of key findings
 - By agency
 - Identify common themes amongst the 4 agency respondents
 - Next step recommendations
 - Identify potential solutions to address respondent needs
- Meet with Child Care Study Partners to present report findings

Scope will include:

- Project timeline oversight and updates
- Ongoing virtual meetings/calls as needed

Total (not to exceed) cost for the above scope of services: \$21,500.00

- Cost includes a contingency of 5% to cover any unidentified deliverables

Draft Project Timeline

- Upon approval a more detailed and mutually agreed upon project timeline will be provided.

San Luis Obispo Child Care Study Partners		
Needs Assessment		
Draft Project Timeline		
Deliverable	Start Date	Completion Date
Contract Award/Kick Off Meeting	1-Oct	1-Oct
Weekly meetings by phone with 4 agency representatives	Ongoing	December
Needs Assessment Survey, Results Analysis & Recommendations		
Survey		
Provide agreed upon needs assessment timeline and deliverables prior to project launch with partner agencies in collaboration with First5	October	October
Identify each agency representative for survey launch oversite	October	November
Develop survey questions in collaboration with Child Care Study Partners	October	November
Not to exceed 14 questions	October	November
Develop customized questions for each partner agency	October	November
Not to exceed 4 questions	October	November
Provide survey draft for review and approval for each partner agency	October	November
Develop survey invite language for each partner agency for review and approval	October	November
Facilitate survey launch for all 4 partner agencies	November	November
Monitor participation and recommend extension of survey completion deadline if needed	November	November
Close survey	November	November
Results		
Review survey results	November	November
Conduct results analysis	November	November
Summarize results and key findings for each partner agency	November	November
Project Report		
Executive summary	December	December
Provide high level summary of key findings	December	December
Measure demand for	December	December
Identify common themes amongst the 4 agency respondents	December	December
Next step recommendations	December	December
Identify potential solutions to address respondent needs	December	December
Meet with Child Care Study Partners to present report findings	December	December
NOTE: Upon approval a more detailed and mutually agreed upon project timeline will be provided.		