



***June 24, 2021 COMMISSION MEETING
AGENDA PACKET ATTACHMENTS***

ATTACHMENTS

ITEM 4 (Consent Agenda)

4a. Draft Minutes, May 27, 2021 Commission Meeting

4b. Memo re: Designated Commissioner Approval

ITEM 7. Memo and Draft Contract: SLO Chamber of Commerce

ITEM 8: Memo and Draft Contract: Carsel Consulting Group

ITEM 9: Memo and Long-Range Financial Plan

ITEM 10. Memo and Draft FY 2021-22 Administrative Budget

**FIRST 5 SAN LUIS OBISPO COUNTY
CHILDREN AND FAMILIES COMMISSION**

COMMISSION MEETING MINUTES

May 27, 2021

Current Commissioners Present

Bruce Gibson	SLO County Board of Supervisors
Penny Borenstein, M.D.	SLO County Public Health Department
James Brescia	SLO County Office of Education
Erica Ruvalcaba-Heredia	Community at Large
Melinda Sokolowski	Child Care Planning Council
James Tedford	Medical Representative (AAP Chapter 2)
Alison Ventura	Community at Large
Bob Watt	Community at Large

Commissioners Absent/Excused --

Devin Drake	Department of Social Services
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Staff Present

Commission staff: Wendy Wendt, Jason Wells, Misty Livengood, Sarah Montes Reinhart, Kris Roudebush

Commission Counsel: Natalie Frye-Laacke

Call to Order

Chair Gibson called the meeting to order at 11:31 a.m.

ITEM 1 –Chair Comments

Commissioner Gibson commented that the June 2021 will be via Zoom; possibly in-person meetings will resume starting at the next regularly scheduled date in September. Remaining dates in 2022 are September 23, October 28, and December 2. Dates and times in 2022 are likely to change from the current year; First 5 staff will submit options via a doodle poll.

ITEM 2 - Public Comment – Items not on the agenda

Lauren Handley, Preschool Coordinator with the Paso Robles Public Schools, updated the Commission on a new Marie Bauer Early Education Center, scheduled to open in the coming months. The preschool program is an inclusion model, and applications are being accepted for a start date of August 19.

ITEM 3 – Commissioner Comments/Announcements

Commissioner Borenstein commented that Public Health COVID briefings are likely to continue on Wednesday afternoons, and requested a different day/time for 2022 meetings.

Commissioner Brescia expressed that Thursday afternoons are typically heavy meeting days/times for school district personnel.

ITEM 4 - Consent Agenda

- a. Approval of the March 25, 2021 Minutes
- b. Approval of the FY 2020-21 Third Quarterly Financial Report

Public Comment: None

Commissioner Brescia made a motion to approve the Consent Agenda. The motion was seconded by Commissioner Tedford and passed unanimously.

ITEM 5 – Staff Reports

Misty Livengood, Outreach and Communications Officer, provided an update on various First 5 activities:

- Various Month of the Child drive-by and virtual events showcased by First 5
- Advocacy Day visits with Senator Laird and Assemblymember Cunningham – Cunningham decided to co-author AB123 (Paid Family Leave) and submit a letter of support for one-time funding toward early childhood systems support.
- Staff is working on developing a We Are The Care public profile
- Two Hands-on Heroes: Laura Ottrando (Martha's Place); Alison Borgsmiller (Bravo Pediatrics)
- Bridges to Resilience ACES conference upcoming on June 9th. KCBX Central Coast Voices episode during this Commission meeting is providing further details.
- Various early literacy updates: Monday Club donating books to Raising a Reader; CA First Partner is teaming up with local libraries for a Summer Book Club.
- First 5 intern* video project – First 5 in Focus Partner profiles to be rolled out in the coming months. (*Angela Spinelli, Andrea Uribe)

Ms. Wendt provided the following updates:

- Acknowledgement of Andrea Uribe's stellar performance as First 5 intern over two quarters.
- Note of gratitude for First 5's long working relationship with Evaluator Tom Keifer. Mr. Keifer opted not to respond to the recent Request for Qualifications (RFQ) for evaluation services.
- 3 applications submitted in response to the RFQ; selection committee is being formed; a contract proposal will be submitted for Commissioner approval at the June meeting.

- UndocuSupport update – has been formalized as a Field of Interest Fund with the Community Foundation of SLO County; will use a capacity building grant to expand focus as permanent platform for both support, advocacy and empowerment with and by immigrant communities in SLO County.
- Collaborative Public Sector Child Care Study – scheduled for a formal presentation in June and update on parallel efforts related to child care innovation.
- First 5 Annual Update scheduled for June 8, 2021 at the Board of Supervisors Meeting. Ms. Wendt will present, along with Commissioner Ruvalcaba-Heredia and Child Care Planning Council Coordinator Raechelle Bowlay.

Public Comment: Raechelle Bowlay, Child Care Planning Council Coordinator, expressed appreciation for the partnership with First 5.

ITEM 6 -- American Rescue Plan Act: Local Proposal for Investment in Children and Families

Executive Director Wendy Wendt introduced this item. She explained the anticipated American Rescue Plan appropriation of \$55 million to the County and \$30 million across the seven Cities. A coalition of local child serving agencies is working with First 5 staff to draft a proposal for investment of up to 5% of these funds toward early childhood supports. These are one-time funds, to be expended by December 2024. The early childhood coalition is building a list of proposed strategies in the areas of child care, family resource centers, mental/behavioral health, and housing stabilization. Some of the proposal endorsers include the Child Care Planning Council, CAPSLO Child Care Resource Connection, SLO County Office of Education, and the Center for Family Strengthening. Ms. Wendt will anticipate including reference to the ARPA funding proposal during her annual update to the Board of Supervisors on June 8.

DISCUSSION

- Commissioner Gibson provided further clarification on how the County is determining use of ARPA funds. A special Board of Supervisors budget hearing is scheduled for June 15 to decide an overall approach to fund prioritization.
- Commission Watt inquired if other Supervisors are currently part of the discussion regarding the early childhood proposal. Answer: As members of the ad hoc subcommittee on ARPA funds, Supervisors Gibson and Peschong are aware of the impending proposal. The upcoming Board presentation and proposal will open up this opportunity.
- Commissioner Brescia underscored the importance of emphasizing how this proposal supports economic revitalization.
- Commissioner Gibson added that equity is a critical theme to highlight as well.

Public Comment:

- Lisa Fraser, Executive Director at Center for Family Strengthening, expressed gratitude that family resource center supports are included in the proposal.

- Raechelle Bowlay commented that this is an incredible opportunity, and that collaboration is key.

Commissioner Sokolowski made a motion to authorize First 5 staff to finalize with signing partners and submit a proposal for local investment of American Rescue Plan funds to support COVID resilience/recovery of young children and families. The motion was seconded by Commissioner Watt and passed unanimously.

ITEM 7 – Contract Amendment: Little Wings Preschool (ACTION ITEM)

Associate Director Jason Wells introduced this item. Little Wings is currently contracted with First 5 to build on its existing preschool facility in Atascadero. The original contract is for \$75,000. They are requesting an additional \$25,000 to cover unanticipated costs – including city fees, premium supply costs, etc.. Owner Tony Burg and partners are working hard to finish the project. The program now has a growing waiting list of nearly 100 families.

Commissioner Sokolowski commended Mr. Burg and his wife Dani for not giving up in the face of challenge.

Public Comment: None.

Commissioner Ventura made a motion to approve a \$25,000 contract amendment to the Little Wings Preschool contract for completion of an expanded facility. The motion was seconded by Commissioner Borenstein and passed unanimously.

ITEM 8 – Strategic Plan Review: Long-Range Financial Plan (First Reading)

Ms. Wendt provided an overview of the annual Financial Plan update. Today is the first reading, with approval scheduled for June 2021. Updated multi-year tobacco tax revenue projections are expected to be submitted by First 5 California in early June. In outlying years, revenue decline is predicted at 5%, based on prior year declines (due to decrease in smoking rates).

A tradition of conservative budgeting combined with lower-than-average invoicing by some funded partners during COVID has allowed for a modest uptick in anticipated program allocation for the remaining three years of the current Strategic Plan (from \$1.4 million to \$1.5 million per year).

Ms. Wendt reminded the Commission that the annual administrative budget and program allocations are built from the Long-Range Financial Plan.

Commissioner Gibson commented that the long-range financial planning system is a good one, provides a detailed picture of how First 5 is faring and where the agency is headed in the future.

Public Comment: None.

ITEM 9 – Strategic Partnership Proposal: SLO Chamber of Commerce Family Friendly Workplace Accelerator Program (ACTION ITEM)

Ms. Wendt introduced this item. First 5 has for several years been working with partners in the business community and in particular at the SLO Chamber of Commerce to articulate and build connections between early childhood development and economic prosperity. She welcomed Chamber CEO Jim Dantona, who with his colleague Molly Kern (Chamber Director of Governmental Affairs), presented a proposal for a strategic partnership with First 5 and the County of San Luis Obispo to launch a Family Friendly Workplace Accelerator Program based at the Chamber. Following are highlights:

- The Chamber recognizes that child care is an essential component of overall economic well-being in the community. The pandemic has further highlighted this issue, especially for women. The We Are the Care Cross Sector Collaboration Task Force and Family Friendly Workplace Toolkit have laid critical groundwork that can now be reinforced/expanded on by the proposed program.
- The new program will provide free staffing consultation/resource and referral support to any employer in SLO County interested in exploring ways to be more family-friendly.
- The proposed contract with First 5 is \$75,000 per year for three years. The Chamber is also hoping to secure matching support from the County of San Luis Obispo.
- A new full-time position based at the Chamber will staff the initiative.
- Preliminary metrics include (by 6/30/2024): 1) At least 100 businesses in SLO County will adopt at least one new innovative workplace policy/practice intended to incentivize parents of young children to remain in the workforce; 2) at least 50 partners will have access to employer-sponsored child care.
- Strategies to be employed include: outreach, one-one-one assistance, self assessment tools, network-building, workshops, and a library of policies/practices/peer mentor contacts.
- Plans to partner with local business associations, including the Farm Bureau, Visit SLOCAL, Human Resources of the Central Coast, and others.

DISCUSSION:

Commissioner Watt asked what other chambers and chamber leaders/members think of this idea. Mr. Dantona responded that there is much enthusiasm for it; many local businesses are already looking for role models (e.g. Trust Automation). This program provides a logical hub for support, resource sharing, and shared motivation. He predicts that the California Chamber of Commerce will be very interested in the model being developed here (which is in large part inspired by a similar model mobilized at the Santa Rosa Metro Chamber and funded by First 5 Sonoma County).

Ms. Kern added that the SLO Chamber is a perfect fit for this program, and that they have a great working relationship with the other local chambers.

Commissioner Ventura asked if there is a plan after the three-year contracted partnership period ends. Mr. Dantona responded that the chamber will evaluate the program's success after three years. One possible option at that time: the program becomes a permanent feature of the chamber, with ongoing support from chamber member sponsors or dues. Ms. Kern added that the Chamber sees this government investment (First 5 plus the County) as "seed funding," with the two agencies as "founders."

Commissioner Sokolowski praised the concept – we are now adding a "navigator" function to the toolkit; we are answering our community's call to action with this partnership.

Commissioner Gibson praised the project, commented that this present a great opportunity to invest in culture change.

Commissioner Watt encouraged the Chamber to include the schools on this one; Commissioner Brescia agreed and said he's working with the Chamber on the issue. Ms. Wendt pointed out that San Luis Coastal Unified School District is a partner on the Collaborative Public Sector Child Care Study – one feature of the study is focused on public agencies as major employers of working parents.

Public Comment:

Shana Paulson, Program Manager with CAPSLO's Child Care Resource Connection, expressed excitement for the proposed program, and pledged to support/participate in whatever way is helpful.

Commissioner Watt made a motion to approve a three-year contract with the SLO Chamber of Commerce as part of a strategic partnership to launch a Family Friendly Workplace Accelerator Program. The total contract is \$325,000 (\$75,000 per year). Contract start date July 1, 2021. The motion was seconded by Commissioner Sokolowski and passed unanimously.

ITEM 10 – 2021-2 Program Funding Appropriation Overview

Mr. Wells presented this item. Program funding for the coming fiscal year includes a combination of 1) existing allocations via current multi-year contracts, and 2) as-yet unallocated appropriations. The un-allocated portion for the upcoming year is approximately \$440,000. Mr. Wells offered up two options for use of these remaining funds:

- Budget "bumps" for select funded Partners currently in multi-year contracts, based on outcome evaluation data and anticipated need
- "Big Idea" investment in response to a community request for proposals.

Staff is looking for Commission direction on how to proceed along one and/or both of these paths.

DISCUSSION:

Commissioner Sokolowski asked First 5 Counsel Natalie Frye-Laacke re: requirement to recuse in the event of a discussion on funding strategies. Ms. Wendt pointed out that almost every Commission represents an agency associated with potential funding. Ms. Laacke responded that as the Commission is not being asked to vote on the item and the discussion is more at the conceptual level, it is appropriate to participate in high-level strategic guidance to staff.

Commissioner Gibson expressed support for the “big idea” concept. He also pushed for future First 5 investments to be matched with leveraged funds.

Commissioner Ventura supported the “budget bumps” idea, and emphasized the importance of being discerning about what can really have an impact for programs.

Commissioner Gibson suggested that depending on the outcome of American Rescue Plan funding decisions, First 5 dollars might become leverage.

Commissioner Borenstein suggested that the RFP language get developed in such a way that respondents could layer their proposals (i.e. fully funded versus pieces funded).

Public Comment: None.

ITEM 11– FY 2021-22 Draft Administrative Budget

Ms. Wendt introduced the draft Administrative Budget for FY 2021-22. This is the first reading and the final budget will be presented for Commission approval at its June 2021 meeting. She highlighted several changes from the prior year:

- Slight increase in salary/benefits due to STEP increases.
- A new professional services line item is included for facilitation of Race/Diversity/Equity/Inclusion work at the staff, Commission and partner levels.
- Bump in memberships to account for additional Chamber affiliations
- Slight drop in training budget, significant value purchases and travel

Public Comment: NONE

ITEM 12 – Performance Evaluation: Executive Director (CLOSED SESSION)

Public Comment: Raechelle Bowlay, Child Care Planning Council Coordinator, praised Ms. Wendt for her partnership and responsiveness, especially during COVID. Commissioners adjourned to Closed Session. Ms. Wendt was invited to join Closed Session. Commissioners returned from Closed Session.

Commission Counsel Natalie Frye-Laacke noted that at this point in the meeting a quorum had been lost. Agenda item will be continued until the June 24, 2021 meeting.

ITEM 13 – Adjourn 11:30 a.m.

To: First 5 Commission of San Luis Obispo County

From: First 5 Staff

Date: June 24, 2021

Re: ITEM 4b: Appointment of Designated Commissioners: Borenstein, Brescia, Belch

Recommended Action

Staff recommends Commissioner approval to submit the following designated positions to the County Board of Supervisors for formal approval to commence new 4-year terms on July 20, 2021:

Public Health Agency: Dr. Penny Borenstein, Chief Health Officer
San Luis Obispo County Office of Education: Dr. James Brescia, Superintendent
Department of Social Services: Ms. Linda Belch, Deputy Director (replacing Director Devin Drake)

Background

Penny Borenstein, James Brescia and Devin Drake are designated members of the Children and Families Commission of San Luis Obispo County, as mandated in the California Children and Families Act, Local Ordinance #2846 County Code Section 8.70.020 and the San Luis Obispo County Children and Families Commission By-Laws. The 4-year terms for these positions expire on July 20, 2021.

Commissioners Borenstein and Brescia have expressed interest in continuing in their current designated roles for another four-year term. Commissioner Drake has opted to assign Linda Belch to fill the designated Department of Social Services seat for the upcoming term. Ms. Belch is a seasoned executive staffer at DSS, currently serving as Deputy Director for Adult and Child Welfare Services. A copy of Ms. Belch's resumé is attached.

An affirmative vote by the Commission for appointment to a new term from July 20, 2021 through July 20, 2025 will be submitted as a recommendation to the Board of Supervisors for formal approval on July 20, 2021.

Fiscal Impact

None

LINDA BELCH

EXPERIENCE

MARCH 2019 – CURRENT

DEPUTY DIRECTOR, County of San Luis Obispo Department of Social Services

Responsible for operations of both Child Welfare and Adult Services including program and policy development, budget and personnel.

November 2016 – February 2019

DIVISION MANAGER, County of San Luis Obispo Department of Social Services

Responsible for training and policy unit for all programs in the Department of Social Services. This included overseeing all general and job specific training, program and policy development, and new program implementation for all programs administered by the Department of Social Services including, Adult Protective Services, In Home Supportive Services, Child Welfare Services, MediCal, CalFresh, CalWORKs, and General Assistance.

October 2013 – October 2016

PROGRAM MANAGER, County of San Luis Obispo Department of Social Services

Responsible for program oversight and management of assigned programs within the Department of Social Services. Assigned programs included: Resource Family Approval, Adoptions, Independent Living Program, Foster Care Eligibility and Extended Foster Care. Duties included program oversight and evaluation, implementation of new regulations and program improvements, staff training, and compliance activities.

November 2011-October 2013

PROGRAM REVIEW SPECIALIST, County of San Luis Obispo Department of Social Services

Responsible to plan, create, review, evaluate and monitor complex projects within the Department of Social Services. Duties included engaging stakeholders to develop and create policies and procedures, measuring program outcomes, developing trainings, developing automation protocols and gathering data to produce reports.

May 2010 – November 2011

EMPLOYMENT RESOURCE SPECIALIST, County of San Luis Obispo Department of Social Services

Responsible for administering public support programs including determining initial and ongoing eligibility for CalWORKs, MediCal, CalFresh and General Assistance. In addition, worked with clients to develop long term self-support plans and connected them with resources.

EDUCATION

1998/1999

CUESTA COMMUNITY COLLEGE

MAY 1995

MARYVALE HIGH SCHOOL

KEY ACCOMPLISHMENTS

- Program Development and Support including expanding the Housing Support Program for CalWORKs families, updating the General Assistance program and expanding Family Partner program
- Implementation of many new program including Resource Family Approval, Bringing Families Home, and ASIST
- Featured Presenter at multiple conferences including
 - 2014 Child Welfare Director's Association annual conference
 - 2015 Child Welfare League of America National Conference
 - 2016 Quality Parenting Initiative National Conference
 - 2016 County Counsel's Association of California State Conference
 - 2020 Foster Family Treatment Association Annual Conference

To: First 5 Commission of San Luis Obispo County

From: First 5 Staff

Date: June 24, 2021

Re: Item 7: Contract Approval: San Luis Obispo Chamber of Commerce for Family-Friendly Workplace Accelerator Program

Recommended Action

It is recommended that the Commission approve a contract of up to \$75,000 annually for three years beginning July 1, 2021 through June 30, 2024, for the creation of a Family-Friendly Workplace Accelerator program within the San Luis Obispo (SLO) Chamber of Commerce.

Background

First 5 has since its inception understood that efforts to support children prenatal to age 5 must necessarily take into consideration the whole family, the parent, extended family, and the communities within which families live and work. It has become increasingly clear that for families with young children to be healthy, developing to their optimal potential and thriving, there must be supports for families where they work.

At its May 27, 2021 meeting after a presentation by SLO Chamber Staff, the Commission approved funding up to \$75,000 annually for three years beginning July 1, 2021 through June 30, 2024 to co-invest (along with the County of San Luis Obispo) in creating a Family-Friendly Workplace Accelerator Program withing the SLO Chamber of Commerce.

Contract

Overview:

- Strategic partnership with SLO Chamber (Contractor) with support from First 5 SLO County and County of SLO. The overarching aim of the partnership is the development and implementation of a new Family-Friendly Workplace (FFW) Accelerator Program embedded within the SLO Chamber. The program will be anchored by the creation of a new FFW coordinator position. This position will lead and be responsible for the majority of project activities. Other core Chamber staff and programs functions will support and integrate with the FFW Accelerator Program as appropriate. The three overall goals of the program are:
 - ACCELERATE the adoption of family- friendly practices in workplaces throughout SLO County.
 - EDUCATE SLO County employers on strategies to sustain a strong local workforce through investments in quality child care and family-friendly workplace policies.
 - ENSURE that every SLO County business interested in becoming even slightly more family-friendly has resources and support.



Objective 1:

- By June 30, 2024, at least 100 SLO County businesses will have adopted at least one new, innovative workplace policy or best practice beyond what is required by CA law, intended to incentivize parents/caregivers of young children to remain in the workforce.

Objective 2:

- By June 30, 2024, at least 50 additional working parents/caregivers of young children will have access to employer-supported child care in SLO County.

First 5 Investment: Up to \$75,000 annually for three years beginning July 1, 2021 through June 30, 2024. Funds to support personnel (Estimated 1.0 FTE) and operating/program costs specifically related to the Family-Friendly Workplace Accelerator program. Contractor to invoice First 5 Quarterly. Total contract amount, up to \$225,000.

Total Estimated Project Cost: \$450,000. \$150,000 per year split 50/50 between First 5 SLO County and County of San Luis Obispo.

Collaborative Partners: We Are The Care Cross-Sector Collaboration Task Force, SLO Farm Bureau, Visit SLO CAL, First 5 SLO County, CAPSLO Child Care Resource Connection, and Child Care Planning Council

CHILDREN AND FAMILIES COMMISSION OF SAN LUIS OBISPO COUNTY
CONTRACT FOR SERVICES

This Contract for Services (the “Agreement”_ is entered into on _____, by and between the Children and Families Commission of San Luis Obispo County, a political subdivision of the State of California, pursuant to Health and Safety Code section 130140.1 (“the Commission” or “First 5”), whose address is 3220 South Higuera Street, Suite 232, San Luis Obispo, CA 93401 and San Luis Obispo Chamber of Commerce (“the Contractor”), providing Family-Friendly Workplace Accelerator services to businesses in SLO County.

RECITALS

A. The Commission 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

B. The Commission 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

C. The Contractor coordinates and carries out related activities that are in line with the Strategic Plan; and

D. The Commission receives regular allocations of funds pursuant to the Children and Families Act, which must be used to implement the Strategic Plan; and

E. The Commission desires to provide funding for Family-Friendly Workplace Accelerator services to businesses in San Luis Obispo County, said services subject to the terms and conditions specified herein; and

F. The Contractor desires to carry out said services 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:

AGREEMENT

1. Scope of Services

a. Program Services.

i. The Contractor shall provide Family-Friendly Workplace Accelerator services for businesses in San Luis Obispo County as specifically set out in **Exhibit “A”** which is attached hereto and incorporated herein by reference.

ii. The Contractor shall attend quarterly First 5 Partner meetings scheduled the second Thursday of Aug, Nov, Feb and May. Meetings are generally scheduled from 3-5PM. Dates and time are subject to change with prior written notice.

b. Record keeping and reporting of services.

i. Contractor shall keep complete and accurate records of services delivered pursuant to this Agreement, which shall include, but not be limited to, performance measures, evaluation studies and records of services provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable Federal, State and County record maintenance requirements.

ii. Contractor shall for the duration of this agreement submit quarterly program/service reports as described further in **Exhibit "A"** for the immediately preceding quarter by:

October 31
January 31
April 30
July 31

iii. Contractor shall submit to First 5 staff a copy of its annual financial audit of its financial statements prepared in the regular course of business within 3 months after completion of the audit.

iv. These reporting requirements are an integral part of the scope of services funded by this contract. Failure to perform shall be considered a material breach; may delay payment of compensation and can be cause for termination.

c. First 5 Healthy and Family Friendly Environment. Towards the advancement of a work environment that supports the health and well-being of employed family members and program participants, Contractor shall make reasonable effort to perform contracted services in an environment that:

i. is 100% tobacco free, indoors and outdoors;

ii. has a suitable location for mothers to breastfeed their children, including

1. Privacy for milk expression: This can be a woman's private office (if it can be locked) or an onsite, a designated lactation room(s) with an electrical outlet where breastfeeding employees can use a pump to express milk during the work period. A bathroom is not acceptable.

2. Flexible breaks and work options: Women need to express milk about every 3 hours, or two or three times during a typical work day.

Each milk expression time takes around 15 minutes, plus time to go to and from lactation room.

3. Education: Employer-provided information and resources accessible through the worksite during pregnancy and after the baby is born help prepare women for balancing the requirements for breastfeeding with their job responsibilities. This information is also beneficial for expectant fathers. Companies that provide lactation information and support for male employees and their partners have lower absenteeism rates among men and lower health insurance claims.
4. Support: A positive, accepting attitude from upper management, supervisors, and coworkers helps breastfeeding employees feel confident in their ability to continue working while breastfeeding.

iii. promotes healthy habits by: (a) encouraging and serving healthy foods and age-appropriate portion sizes; (b) encouraging regular physical activity; and (c) eliminating the use of soda, punch, juice “drinks” and other sugar sweetened beverages.

2. **Compensation.** Commission shall pay to Contractor as compensation for all services performed by Contractor pursuant to this Contract, the following sums in the following manner.

a. The total payable under the terms of this Agreement shall not exceed \$225,000 (Two hundred twenty-five thousand dollars) pursuant to the project budget and budget narrative in **Exhibit “B,”** which is attached hereto and incorporated herein by this reference.

b. Contractor shall be reimbursed for all costs necessary and reasonable for performance of the obligations of the Agreement as established by the budget and budget narrative in **Exhibit “B.”** Any costs incurred by the Contractor over and above the sums set out in the budget shall be at the sole risk and expense of the Contractor.

c. Contractor shall submit a request for payment of costs and actual expenses at least quarterly using a First 5 program invoice form, which First 5 staff shall provide to Contractor. Contractor must provide documentation verifying actual expenses incurred for which reimbursement is sought.

d. The compensation shall be paid within thirty (30) days after the receipt of the properly completed First 5 program invoice and all documentation verifying expenses from Contractor. First 5 reserves the right to withhold compensation for Contractor’s failure to timely submit the quarterly program/services report for the quarter for which compensation is sought.

e. Availability of Funds. This contract is valid only if sufficient funds are made available to the Commission from the State of California through funding pursuant to the Children and Families Act and/or other local, State or Federal funding sources. Should the Commission’s funding be insufficient to provide funding for this Agreement, the Commission may, in its sole discretion, terminate this Agreement. In such an event, the Commission shall have no further

liability to pay any funds to the Contractor or to furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement or to provide services intended to be funded pursuant to this Agreement. If partial funds are provided, the Commission shall have the option to either cancel this Agreement with no liability to the Commission or offer an amendment to the Contractor to reflect the reduced amount. Where possible, the Commission shall make only prospective funding changes.

3. Budget Adjustments.

a. Contractor agrees to adhere to the budget included herein. Notwithstanding the above, Contractor may submit requests for budget adjustments to reallocate funds contained in **Exhibit “B.”** Requests must be submitted in advance, in writing and include showing of good cause that advances the overall purpose of the Agreement.

b. The First 5 Executive Director (“Director”) must, in advance and in writing, approve and execute amendments for budget adjustments contained in **Exhibit “B.”** Services rendered pursuant to any budget adjustment that has not first been requested in writing and approved by the Director, shall not be payable under this Agreement or any later amendment.

c. The Commission expressly grants to the Director the authority to approve said budget adjustments provided the change does not increase the maximum compensation of this Agreement or create any other obligation on the Commission under this Agreement.

4. Effective Date and Term.

a. Effective Date. The effective date of this contract is the date the last party signs this contract. All obligations imposed on both parties shall be binding on both parties commencing on the effective date and shall remain in effect until satisfied by performance.

b. Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until June 31, 2024 (the “Term.”) The Term of this Agreement may be extended upon written agreement by both parties.

5. Termination of the Agreement.

a. Termination for Cause.

i. If the Commission determines that there has been a material breach of this Agreement by Contractor which poses a threat to health and safety, the Commission may immediately terminate the Agreement. In addition, if any of the following occur, Commission shall have the right to terminate this Agreement effective immediately upon giving written notice to the Contractor.

1. Contractor fails to perform its duties obligations under this Contract;
or

2. Contractor fails to fulfill in a timely and professional manner its obligations under this Contract; or
 3. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the Commission; or
 4. Any requisite licenses or certifications required for the performance of this Contract and held by the Contractor are terminated, suspended, reduced or restricted; or
 5. Contractor has not documented services or has not sufficiently documented services to the satisfaction of the Commission. This includes without limitation, failure to meet industry standard or failure to satisfy any special requirements of documentation needed by third party payors or Federal or State funding agencies; or
 6. Contractor has failed or refused to furnish information to cooperate with any inspection, review or audit of Contractor's program or Commission's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.
- ii. All obligations to provide services shall be automatically terminated on the effective date of termination.
 - iii. For all other material breaches of this Contract, Commission must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date upon written notice, Commission may immediately terminate the Contract, upon written notice. Contractor shall thereafter have no further rights, powers or privileges against Commission under or arising out of this Contract.
 - iv. In the event a breach does not result in termination, but does result in costs being incurred by Commission, said costs shall be charged to and paid by Contractor, which costs may include, but are limited to, costs incurred by Commission in investigating and communicating with Contractor regarding said breach, including staff time.
- b. Termination for Convenience. Either party may terminate this Agreement at any time by giving to the other party sixty (60) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. Independent Contractor Status.

a. Independent Contractor. Contractor is an independent contractor of the Commission. Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this contract authorizes or permits the Commission to exercise discretion or control over the professional manner in which

Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

b. No Eligibility for Fringe Benefits. Contractor understands and agrees that Contractor and its personnel are not, and shall not be, eligible for membership in or any benefits from any Commission group plan for hospital, surgical, or medical insurance, or for membership in any Commission retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a Commission employee.

7. Warranties of Contractor.

a. Warranty of Contractor for Provisions of Services. The Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations, certificates, credentials and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, shall at all times, to the extent required by law, be properly registered, certified, credentialed and licensed throughout the entire Term of this Agreement under the local, State and Federal laws and regulations applicable to the provision of services herein. Failure to maintain such permits, registrations, certificates, credentials and licenses throughout the entire Term of this Agreement, shall be deemed a breach of the Agreement and constitutes ground for termination by the Commission.

b. Warranty of Contractor re Compliance with all Laws. The Contractor warrants that Contractor shall keep informed of, observe, comply with and cause all of its agents and personnel to observe and comply with all Federal, State and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Agreement. If any conflict arises between provisions of the scope of work or specifications in this Agreement and any law, then the Contractor shall immediately notify the Commission in writing.

c. Warranty of Contractor re Facilities. Contractor shall obtain and maintain for the duration of this contract, appropriate licenses, permits and certificates required by all local, State and Federal mandates applicable to the facilities used for performance of this Contract.

d. Power and Authority of Contractor. If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

e. Signatory authority. Contractor warrants that it has full power and authority to enter into and perform the Contract, and the person signed this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

f. Immigration Reform and Control Act. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with IRCA and shall ensure

that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

8. Nondiscrimination. Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability, national origin, or any other protected class, and those conditions contained in Presidential Executive Order number 11246, as amended by Executive Order (1) 75 and as approved by the Department of Labor Relations (41 CFR Part 61).

9. Indemnification.

a. Contractor agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless the Commission, its officers, agents, employees and volunteers from and against any and all claims, demands, damages, liabilities, costs, expenses, judgements, attorney fees, and costs of litigation, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions related to the performance of any duty, obligation or work hereunder.

b. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses are brought about in part by the comparative passive negligence of the Commission, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the role negligence or willful misconduct of the Commission, its officers and employees.

c. The preceding paragraph applies to any theory of recovery relating to said act or omission, including, but not limited to the following:

- i. Violation of statute, ordinance or regulation.
- ii. Professional malpractice.
- iii. Willful, intentional or other wrongful acts, or failures to act.
- iv. Negligence or recklessness.
- v. Furnishing of defective or dangerous products.
- vi. Premises liability.
- vii. Strict liability.
- viii. Inverse condemnation.
- ix. Violation of civil rights.
- x. Violation of any federal or state statute, regulation or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

d. It is the intent of the parties to prove the Commission the fullest indemnification, defense, and hold harmless any rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract, and the remaining language shall be given full force and effect.

10. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit "C" attached hereto and incorporated herein by this reference.

11. Fiscal Monitoring, Audits and Reporting.

a. Fiscal Records. Contractor shall maintain accurate fiscal records pertaining to services performed under this Agreement. Such fiscal records shall be open for inspection to Commission auditors at any reasonable time and will reflect cost accounting that conforms to generally accepted accounting procedures which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other project costs. Contractor shall maintain such records and accounts for a minimum of five years, or in the cause of an audit, until audit findings are resolved, whichever is later.

b. Commission Audits/Scope. Commission may audit Contractor's fiscal records relating to services performed under this Contract, at Contractor's expense, at any time with fourteen (14) day advance written notice. Commission audits shall be conducted in accordance with generally accepted audit standards and limited to matters connected with the performance of the Contract, which includes without limitation, verification that services billed by the Contractor were actually provided. Contractor shall provide Commission with on-site access to all reasonable documents, records, and other supporting information for billing and services under this Contract. Disallowed costs shall be repaid to the Commission.

c. State Audit. Pursuant to California Government Code section 8546.7, every Commission contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000.00) is subject to examination and audit of the State Auditor for a period of three years after final payment under the contract. Contractor shall permit the State auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

d. Inspection Rights. Upon reasonable request, the Contractor shall allow the Commission to evaluate the quality, appropriateness and timelines of services performed under this Agreement and to inspect, evaluate and audit books, records and facilities maintained by Contractor and subcontractors pertaining to such services. Books and records include, without limitation, all physical records originated or prepared in the performance of this Agreement including work papers, reports, financial records and books of account. Upon reasonable request, at any time during the period of this Agreement, and for a period of five years thereafter, the Contractor shall furnish any such records, or copy thereof, or copy thereof, to Commission.

e. Non-Disclosure. All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Contractor shall not disclose such reports, information, documents and other materials without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

f. Tax Information Reporting. Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

g. No Discrimination In Level Of Services. As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.

h. Accounting for Travel and Lodging. In the event that the scope of services expressly contemplates payment for travel and lodging, these costs must be reasonable and in no event shall exceed levels allowed for San Luis Obispo County employees on official business, unless otherwise provided for in this Agreement. A copy of the San Luis Obispo County's Travel Policy can be found here: <https://www.slocounty.ca.gov/Departments/Auditor-Controller-Treasurer-Tax-Collector/Forms-Documents/Resources-for-Vendors/County-Travel-Policy.pdf>

i. Gifts. Gifts may not be charged to this Contract, whether to Contractor, staff or anyone else.

j. Billing Irregularities. If Contractor bills Commission for any services or amount of services that were not actually provided, Contractor shall be responsible for reimbursing the Commission in full. More than five (5) instances of erroneous billing per calendar year shall be ground for termination of the Contract for cause. Further, the Commission's right to reimbursement shall extend for a period of three (3) years after the services are rendered or any audit discovers the erroneous billing, whichever is later but not to exceed a period of seven (7) years from the termination date of this Contract or any amendment thereto. For any single error in excess of five hundred (\$500.00) dollars or any cumulative error in excess of one thousand (\$1,000.00) dollars per years the Commission will be entitled to the legal rate of interest on the over charged amount from the date of billing.

k. Recognition. Contractor agrees to give appropriate recognition to First 5 as funder or partial funder of these services in printed, or electronic materials, media and advertising as outlined in the First 5 SLO County: Recognizing Your Funder Guide, incorporated by reference herein.

12. Miscellaneous Provisions.

a. Non-Assignment of Contract. Contractor shall not delegate, assign or otherwise transfer in whole or in part its rights or obligations under this Agreement without the prior written consent of Commission. Any such assignment, transfer or delegation without the Commission's prior written consent shall be null and void.

b. Entire Agreement and Modifications. This Agreement supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically

acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this Contract and no others.

c. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. Each party hereto agrees that the exclusive venue for any action arising out of breach of the interpretation of this Agreement or other documents delivered pursuant to any provisions thereof, shall be the Superior Court of the State of California for the County of San Luis Obispo.

d. Waiver. No delay or failure on the part of any of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

e. Severability. The Contractor agrees that if any provisions of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

f. Headings. The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

g. Notices. All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered (a) personally; (b) mailed by registered or certified mail (postage paid, return receipt requested); (c) sent by a nationally recognized overnight courier (providing proof of delivery); or (d) sent by facsimile to the parties as follows:

To the Contractor at:

Jim Diantona
895 Monterey St. SLO CA 93401
Jim Dantona
(805) 781-2670

To the Commission at:

Wendy Wendt, Executive Director
Children and Families Commission of San Luis Obispo County
3220 South Higuera Street, Suite 232
San Luis Obispo, CA 93401
Fax: 805-788-2365

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery, facsimile transmission with confirmation retained, and mail, with return receipt, on the dates of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; and (c) in the case of mailing, on the third business day following posting.

h. Force Majeure. Neither the Commission nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, pandemic or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

i. Conflict of Interest. Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et. seq. and 87100 et. seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the Commission relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et. seq. during the terms of this Contract.

j. Third Party Beneficiaries. It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to Commission and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

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

By: _____
Wendy Wendt, Executive Director Date

CHILDREN AND FAMILIES COMISSION 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 THE COMISSION:

Natalie Frye-Laacke

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

CONTRACTOR:

By: _____
Jim Dantona Date

Exhibit “A”

Program Services/ Scope of Work

Overview / Objectives / Activities / Evaluation

Overview:

- Strategic partnership with SLO Chamber (Contractor) with support from First 5 SLO County and County of SLO. The overarching aim of the partnership is the development and implementation of a new Family-Friendly Workplace (FFW) Accelerator Program embedded within the SLO Chamber. The program will be anchored by the creation of a new FFW coordinator position. This position will lead and be responsible for the majority of project activities. Other core Chamber staff and programs functions will support and integrate with FFW Accelerator Program as appropriate. The three overall goals of the program are:
- ACCELERATE the adoption of family- friendly practices in workplaces throughout SLO County.
- EDUCATE SLO County employers on strategies to sustain a strong local workforce through investments in quality child care and family-friendly workplace policies.
- ENSURE that every SLO County business interested in becoming even slightly more family-friendly has resources and support.

Objective 1:

- By June 30, 2024, at least 100 SLO County businesses will have adopted at least one new, innovative workplace policy or best practice beyond what is required by CA law, intended to incentivize parents/caregivers of young children to remain in the workforce.

Objective 2:

- By June 30, 2024, at least 50 additional working parents/caregivers of young children will have access to employer-supported child care in SLO County.

Methods/Activities

Will include, but are not limited to:

- Recruit, hire and orient project coordinator
- Educate employers on the benefits of family-friendly policies (including but not limited to employer-supported child care), share economic benefits of family friendly workplaces for employers and the community at large, and highlight the positive long term outcomes for children. Countywide campaign could include:
 - Maintain, update, produce and distribute educational materials to employers describing best practices for family-friendly workplace policies including the existing Family-Friendly Workplace Toolkit site. (target adding 5 business profiles annually)
 - Convene meetings, presentations or other virtual in-person contacts.
 - Use owned channels to promote the benefits of family-friendly workplace policies and/or employer-supported child care

Overview / Objectives / Activities / Evaluation

- Create digital media kit for others to promote their support/utilization of the family-friendly toolkit
- Work with local media to showcase benefits of becoming a more family-friendly workplace and the resources available to make it easier
- Develop and administer assessment for businesses to evaluate their existing family-friendly climate.
- Become the consultant/resource support behind the website, answering phone calls/email inquiries and regularly following up to check on progress and assist through the process (target 60 SLO County businesses annually)
- Build out an example policy library to shortcut implementation work (target 5 new policy examples annually)
- Facilitate connections between businesses, childcare professionals and each other to build comradery, share best practices, surface common challenges and collaborate on solutions
 - Convene quarterly round table meetings for business leaders working to become more family-friendly
 - Actively participate in and provide key support for We Are The Care Cross Sector Collaboration Task Force and their initiatives
- Partner with industry associations including SLO Farm Bureau and Visit SLO CAL to provide targeted information to businesses whose hours are not typically 8-5 (target one industry specific campaign each year)
- Regular collaboration with First 5 SLO County, Childcare Resource and Referral Agency, and Childcare Planning Council to support childcare providers as well as identify and help break down barriers to the growth of the child care sector.

B. Evaluation Activities:

Data Collection

- 1 Scope of work progress, program outcomes and impact to be assessed by objective and subjective data including, but not limited to the following:
 - 1.1 Quantitative data: success of meeting project benchmarks, number of new policies or best practices adopted.
 - 1.2 Qualitative data: Anecdotal accounts of successes, barriers, etc.
 - 1.3 Report Deliverable: Complete First 5 Client Data Collection Tool: Demographics.
 - 1.4 Report Deliverable: Complete Quarterly Milestones Report: Data, Narrative TBD in coordination with First 5 and Contractor.

Note: Quarterly Reports-Due no later than the last day of the next month for the immediately preceding quarter.

Exhibit “B”

Budget Narrative

First 5 Investment: Up to \$75,000 annually for three years beginning July 1, 2021 through June 30, 2024. Funds to support personnel (Estimated 1.0 FTE) and operating/program costs specifically related to the Family-Friendly Workplace Accelerator program. Contractor to invoice First 5 Quarterly. Total contract amount, up to \$225,000.

Total Estimated Project Cost: \$450,000-\$150,000 per year split 50/50 between First 5 SLO County and County of San Luis Obispo.

Exhibit "C"

Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement. The Commission reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

- A. Workers Compensation and Employers Liability Insurance
 - i. Required if Contractor has employees as defined by the Labor Code of the State of California.
 - ii. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - iii. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - iv. Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

- B. General Liability Insurance
 - i. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - ii. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, the Commission requires and shall be entitled to coverage for the higher limits maintained by Contractor.
 - iii. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by the Commission. Contractor is responsible for any deductible or self-insured retention and shall fund it upon Commission's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the Contractor.
 - iv. The Commission shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

- v. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - vi. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “F” definition of insured contract in ISO form CG 00 01, or equivalent).
 - vii. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - viii. Required Evidence of Insurance:
 - a. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - b. Certificate of Insurance.
- C. Automobile Liability Insurance
- i. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - ii. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - iii. Insurance shall cover hired and non-owned autos.
 - iv. Required Evidence of Insurance: Certificate of Insurance.
- D. Professional Liability/Errors and Omissions Insurance (only applicable to contracts for professional services)
- i. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
 - ii. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
 - iii. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - a. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - b. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
 - iv. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - v. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- vi. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
- E. Standards for Insurance Companies. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- F. Documentation
 - i. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with Commission for the entire term of this Agreement and any additional periods if specified in the sections, above.
 - ii. The name for Additional Insured endorsements and Certificates of Insurance is: Children and Families Commission of San Luis Obispo County
 - iii. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - iv. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - v. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
- G. Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- H. Material Breach. If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. The Commission, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, the Commission may purchase the required insurance, and without further notice to Contractor, Commission may deduct from sums due to Contractor any premium costs advanced by the Commission for such insurance. These remedies shall be in addition to any other remedies available to the Commission.

To: First 5 San Luis Obispo County

From: First 5 Staff

Date: June 24, 2021

Re: Item 8: Contract Approval: Carsel Consulting Group for First 5 Evaluation Services.

Recommended Action

It is recommended that the Commission approve a contract with Carsel Consulting Group (CCG) in the amount of \$30,000.

Background

On April 26, 2021, staff released a Request for Qualifications (RFQ) for an Evaluation Consultant to provide evaluation services as well as data review to support First 5 SLO's local evaluation report and annual report to First 5 California. Three proposals were received by the May 21 due date. An RFQ review committee comprised of First 5 staff and two First 5 Commissioners read, scored, and discussed each of the proposals. The committee members recognized that all three proposals were thorough, well written and highly qualified. Ultimately, the committee determined that Carsel Consulting Group (CCG) would be the best fit for First 5's needs. CCG brings together the expertise of three professional evaluators, Becca Carsel, Principal, Laura Keene and Amanda Welsh.

Ms. Carsel has extensive experience working with San Luis Obispo County organizations serving children ages 0-5 and their families. As the lead consultant for the First 5 SLO Health Access Training Project, she has worked with local early childhood health and family services organizations since 2013 and is conversant with First 5 SLO partner agencies. Ms. Carsel is currently the external evaluator for First 5 SLO's 3 by 3 Developmental Screening Partnership. She has served as a program evaluator for several SLO County government departments and non-profits, including a current position as External Evaluator working with Public Health Tobacco Control Program staff to evaluate a wide range of policy-related activities.

Laura Keene has nearly twenty years of experience designing and implementing high-quality evaluations and building organizational and individual capacity around evaluation. She has worked in a variety of contexts including public health, early childhood, healthcare, social services and education in local, national and international settings. As an example, for the last three years, she has been an evaluator for First 5 Los Angeles' Best Start Initiative. Through Best Start, targeted communities across Los Angeles County have been funded to build a network that consists of local residents, community-based organizations, schools, politicians and other key stakeholders who, together, are tasked with changing systems and policies for the benefit of children ages 0-5 and their families.

Amanda Welsh works at the intersection of research and strategy. Her experience spans technology infrastructure, stakeholder and constituency building, social network strategy and analysis, evaluation, communications and policy change. As a consultant, Ms. Welsh designs innovative research plans to help organizations understand their impact on people and communities and implement strategies to become more effective. She works as a Senior Consultant with Network Impact, a research consultancy that specializes in network evaluation. With Network Impact, Ms. Welsh provides consulting, tool building, research and evaluation to support social-impact networks, foundations, and the emerging field of network builders. Ms. Welsh brings expertise in working with networks that are advancing a range of



issues, including early childhood development, community health, climate adaptation, children's rights and place-based networks working to build social capital and cohesion.

This team of evaluators has been working together for the past two years for Kaiser Permanente (KP) Southern California Community Health, providing evaluation services for two mental health initiatives.

New Contract

Contract amount is for \$30,000. This agreement will be from July 1, 2021 to June 30, 2022. First 5 may renew the agreement for an additional term of twenty-four (24) months on the same terms and conditions as set or as may be modified by the mutual agreement of the parties, by giving notice to Contractor of such intent to renew on or before March 1, 2022.

CCG will support overall First 5 evaluation services, data gathering and review, and support development of local and state annual report to First 5 California. Additionally, CCG will work with staff to develop evaluation approaches related to network building, collective impact, and advocacy work.

Ms. Carsel will serve as the primary contact and will be available in person for meetings, presentations, and other face-to-face needs. The entire evaluation team will be available digitally using any teleconferencing platform.

Independent Contractor/ Consultant Agreement

This agreement is made on July 1, 2021, between the Children and Families Commission of San Luis Obispo County, hereafter First 5, and Carsel Consulting Group, an independent contractor with a principal place of business at 1443 9th Street Los Osos, CA 93402.

WHEREAS, First 5 is desirous of obtaining evaluation services;

WHEREAS, Contractor responded to a Request for Qualifications for Evaluation Services;

WHEREAS, Contractor's RFQ Proposal was chosen by an evaluation proposal review subcommittee consisting of First 5 staff and Commissioners;

WHEREAS, Contractor has broad experience in evaluation services, is specially trained, experienced and competent to provide these services;

THEREFORE, the parties do agree as follows:

ARTICLE 1. TERM AND TERMINATION OF CONTRACT

- 1.01 This agreement will become effective July 1, 2021, and shall terminate on June 30, 2022, unless terminated by either party hereto. First 5 may, at its option, renew this Agreement for an additional term of twenty-four (24) months on the same terms and conditions as set forth herein, or as may be modified by the mutual agreement of the parties, by giving notice to Contractor of such intent to renew on or before March 1, 2022. Either party may terminate this Agreement upon thirty (30) days prior written notice.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Specific Services

- 2.01 Contractor agrees to provide evaluation services:
Note: This description of services to be provided subject to change as needed by mutual agreement of the parties.

Program Evaluation

July-September 2021: Meet with First 5 staff to review First 5 evaluation obligations and learning goals. Provide recommendations for refinements related to ongoing evaluation needs, including options related to types of data to collect and methods of reporting and communicating outputs, outcomes, and impacts.

Deliverable: Recommendations

October 2021-June 2022: Work with staff to implement evaluation refinements including developing or revising data collection tools and reports. Provide guidance and any advanced data analysis needed for annual evaluation reports. Work with staff to develop an outcome summary presentation and 1-2 page summary handout if desired. As needed, work with funded partners to

better understand the impact of First 5 funding.

Deliverable: Assist staff with instrument refinements, data analysis, and data reporting

As needed: Attend First 5 Commission meetings and other venues to communicate evaluation information and findings.

Expanded Evaluation Focus

July-September 2021: Diagnostic Conversations. Meet with First 5 staff to learn more about evaluation interests related to network building, collective impact, advocacy work. Develop proposed approaches and work with staff to refine these approaches. *Deliverable: Evaluation plan. Questions for consideration will include:* How does First 5 define network building, collective impact, advocacy, and other systems-level change efforts? What does First 5 want those efforts to accomplish and how (hypothesis generation)? What does First 5 want to learn and how might that learning be applied?

October 2021-January 2022: Instrument Design. Develop data collection tools to measure impacts as described in the evaluation plan. Work with staff to refine tools to ensure goodness of fit for specified applications. *Deliverable: One or more data collection instruments.*

January-April 2022: Collect and analyze data (as feasible given one-year time frame).

May-June 2022: Communicate initial results via PowerPoint presentation and 1-2 page summary handout. *Deliverable: Presentation and Evaluation Summary.*

This process can be iterative over a longer time frame should the evaluation contract be extended to a three-year project. This longer period would allow for a greater depth of inquiry related to an expanded evaluation focus, including best-fit approaches, data collection tools, and communication devices.

Ms. Carsel will serve as the primary contact and will be available in person for meetings, presentations, and other face-to-face needs. The entire evaluation team will be available digitally using any teleconferencing platform.

- 2.02 This agreement may not be altered, modified or amended except pursuant to a written instrument executed by all the parties.

Method of Performing Services

- 2.03 First 5 does not intend, nor shall First 5 control or direct the conduct of Contractor's work or the details and means which Contractor uses. The manner and means by which Contractor carries out the terms of this agreement are within Contractor's discretion, and Contractor has authority to control and direct the performance of Contractor's own work, subject only to First 5's responsibilities and consultation as may be provided under this agreement.

Status of Contractor

2.04 Contractor enters into this agreement, and will remain throughout the term of the agreement, and any extension thereof: an independent contractor. Contractor agrees that they are not and will not become an employee of First 5 while this agreement is in effect. Contractor agrees they are not entitled to the rights or benefits afforded to First 5 employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at their own expense, disability, unemployment, and other insurance; workers' compensation; training; permits, and licenses for their self and for their employees and subcontractors.

Payment of Income Taxes

2.05 Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by First 5 to Contractor for services under this agreement. On request, Contractor will provide First 5 with proof of timely payment. First 5 shall timely provide Contractor a Form 1099 notifying the Internal Revenue Service of all compensation paid to Contractor. Contractor agrees to indemnify First 5 for any claims, costs, losses, fees, penalties, interest, or damages suffered by First 5 resulting from Contractor's failure to comply with the provision.

ARTICLE 3. COMPENSATION

Hourly Compensation

- 3.01 In consideration for the services to be performed by Contractor, First 5 agrees to pay to Contractor up to \$110.00 per hour (Rates vary by staff \$100-\$110 per hour). Contract may not exceed \$30,000.
- 3.02 Contractor will submit to First 5 a statement of services rendered at the end of each month. First 5 agrees to pay the amount due to Contractor for services within 15 days of receipt of the statement.

ARTICLE 4. OBLIGATIONS OF CONTRACTOR

Tools, Materials, and Equipment

4.01 Contractor will supply all tools, materials and equipment to perform the services under this agreement.

Indemnification

4.02 Contractor agrees to hold harmless and indemnify First 5 for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents. Contractor shall investigate, protect, defend (with counsel acceptable to First 5) indemnify and hold harmless First 5, its directors, officers, employees, agents and representatives, (collectively "District") at all times from and against any and all liability, proceedings, liens, actions, penalties, liabilities, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of

action of whatever character which First 5 may incur, sustain or be subjected to (collectively "Liability or Loss") arising out of or in any way connected with: the acts or omissions of Contractor or its officers, agents, employees, guests, customers, licensees or invitees; or Contractor's operations, or otherwise relating in any way to this agreement. The foregoing indemnification excludes only liability, damages or loss caused by the sole active negligence of District or its willful misconduct.

Liability Insurance

- 4.03 The Contractor shall carry general liability insurance in the amount of \$500,000. Contractor shall defend, indemnify and hold harmless First 5, its agents and employees from and against any damages, claims, and expenses arising out of or resulting from work conducted by Contractor and its agents or employees arising out of the terms and conditions of this agreement.

Assignment

- 4.04 Neither this agreement nor any duties or obligation under this agreement may be assigned by contractor without the prior written consent of First 5.

Confidentiality

- 4.05 In the course of performing consulting services, Contractor may come in contact or become familiar with information which First 5 or its grantees may consider confidential. This information may include, but is not limited to, information pertaining to medical or other personal client information. Contractor agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate personnel or their designee as necessary to perform under this agreement.

ARTICLE 5. MISCELLANEOUS PROVISIONS

- 5.01 Modification. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.
- 5.02 No Implied Waiver. The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.
- 5.03 Notice. Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties at the address set forth in the preamble to this Agreement.

5.04 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, and Contractor agrees that regardless of Contractor's place of residency, that jurisdiction over any dispute is agreed on in advance to be the appropriate courts governing San Luis Obispo County, California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

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

By: _____
Wendy Wendt, Executive Director Date

CHILDREN AND FAMILIES COMISSION 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 THE COMISSION:

Natalie Frye-Laacke

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

CONTRACTOR:

By: _____
Becca Carsel Date
Carsel Consulting Group



To: First 5 Commission of San Luis Obispo County
From: Wendy Wendt
Date: June 24, 2021
Re: ITEM 9: Long-Range Financial Plan Approval

Recommended Action

Staff is submitting for approval the revised Long-Range Financial Plan.

Background: Revised Long-Range Financial Plan

Each year the financial plan is revised and updated as part of the annual strategic planning review. The proposed revised plan is attached to this memo. Fiscal Year 2020-24 Strategic Plan Expenditures are highlighted. Memo notations referenced below are numbered on the far left of the Plan table.

General Notations:

Fiscal Years 2016-17, 2017-18, 2018-19 and 2019-20 reflect audited revenue and expenditure amounts and are included for historical reference. Current and future years reflect a combination of approved budgeted amounts and projected amounts as detailed below.

This revision of the Long-Range Financial Plan projects out through the end of the current 4-year Strategic Plan, plus two additional four-year cycles. The final year in the Plan establishes a practice of holding annual program expenditures below annual revenue, and aims to maintain a Fund Balance reserve totaling at least two years of total annual expenditures (Program and Administrative). Future updates of the Long-Range Financial Plan are recommended to sustain this practice.

REVENUES:

Memo Notation 1: The plan extends to Year 29 (Fiscal Year 2027-28) in order to demonstrate a long-view on projected operations. Projected revenue amounts for Fiscal Year 2021-22 through Fiscal Year 2025-26 match State Projections published in **June 2021 (see attached)**. Projected revenue for Fiscal Years beyond 2025-26 decreases annually by 5% (in anticipation that Proposition 10 revenues will continue to decline as the smoking rate declines). NOTE that updated Revenue Projections are slightly higher than the most recent version. Note also that First 5 California provided two scenarios as part of the June 2021 Projection: 1) assuming a new tobacco product Flavor Ban beginning in 2022-23 if approved by California voters; and 2) assuming no new Flavor Ban if rejected by California voters. The First 5 SLO County Long-Range Financial Plan Update includes the more conservative scenario – i.e. New Flavor Ban.

Memo Notation 2: Interest revenue is projected at .75% of Fund Balance. This is a slight increase from the .3% projected percentage on prior Financial Plan updates, based on recent investment performance. However, it remains a conservative estimate well below the 2019-20 return of 1.9%.

Memo Notation 3: MAA revenues are anticipated remain in stable position near \$50,000 annually as First 5 staff continue to follow updated protocols for tracking and recording MAA-billable activities. First 5 SLO County maintains an annual \$50,000 MAA Contingency Fund to protect against liabilities of this nature, and as recommended by the agency auditor (**Memo Notation 7**).



Memo Notation 4: First 5 SLO County has entered into a multi-year contract with the County Behavioral Health Department to oversee an MHSA Innovations Project. The Long-Range Plan anticipates three full years of funding revenue (total \$799,998) to support this effort. Updated annual revenue and expense budget figures will be added to the June 2021 draft of this Long-Range Financial Plan.

Memo Notation 5: Beginning in FY2021-22, the First 5 California IMPACT funding will be managed entirely through the County Office of Education, which has assumed the fiscal lead role for all county Quality Counts grants.

PROGRAM EXPENSE:

Memo Notation 6: See Memo Notation 3 above re: MAA Contingency Fund.

Memo Notation 7: Under its Cal Pers Retirement Plan and in compliance with GASB 68, First 5 SLO County reports its proportional share of the state Cal PERS program long-term unfunded liability. A small portion of this liability is paid annually by First 5 SLO County, while the balance is a required liability line item on First 5 SLO County's Government-Wide Reporting Statement (part of its annual audit). However, only short-term liabilities are reported as part of the Fund Financial Statement (also included in the annual audit), which is the basis for First 5 SLO County's Long-Range Financial Plan. A \$100,000 expense has been included in the final year of the current Long-Range Financial Plan to account for this liability, while maintaining the Fund Balance figures per the Fund Financial Statement.

Memo Notation 8: 2016-20 Strategic Plan Priority Area expenses, approved in December 2015 and updated in audited with actuals through FY 2019-20, are included here for historical reference.

Memo Notation 9: Budgeted program contracts for FY 2020-21 are notated by Priority Area. The remaining three years of the 2020-24 Strategic Plan include a total program contract amount of \$1,500,000 per year.

Memo Notation 10: A 5% contingency based on contracted programs was proposed and approved by the Commission in December 2015.

Memo Notation 11: A new program line item for MHSA expenses has been added to the Long-Range Financial Plan through FY 2021-22, and includes all anticipated expenses (contract and operated) with the exception of personnel, which is included with the Administrative Budget "program personnel."

Memo Notation 12: Program staffing for advocacy and systems change work related to the We Are the Care Initiative, Help Me Grow, and other whole child-whole family initiatives has increased significantly in the past two years. Sustained staffing capacity and internal funding allocation for this work is recommended. Reassignment of \$25,000 in "Advocacy/Systems Change" future year funding plus \$20,000 will cover program-related personnel costs of one part time "Special Project Administrator" position.

Memo Notation 13: At its March 2020 meeting, the First 5 Commission approved up to \$75,000 in emergency response funding during the COVID-19 pandemic. At its June 2020 meeting, the Commission approved this line item as an annual budgeted amount. The current Strategic Plan allocates \$75,000 per year, and the subsequent Strategic Planning period allocates \$50,000.

ADMINISTRATIVE EXPENSE:

Memo Notation 13: As projected revenues continue to decline in future years, it may become necessary to shrink administrative costs. To model this likely scenario, the modified Financial Plan includes level-funded Total Administration expenses beginning with the next Strategic Plan beginning in FY 2024-25.

FIRST 5 CALIFORNIA COUNTY TAX REVENUE PROJECTIONS FOR 2021-22 THROUGH 2025-26 without Flavor Ban
 UTILIZING DOF MAY REVISE 2021 TOBACCO TAX PROJECTIONS AND
 DOF BIRTH PROJECTIONS FOR CALIFORNIA STATE AND COUNTIES 1990-2040
 UPDATED June 6, 2021

COUNTY	2019 Births ¹	2019 Birthrate	2021-22 TAX REVENUE PROJECTION	2020 Births ¹	2020 Birthrate	2022-23 TAX REVENUE PROJECTION	2021 Births ¹	2021 Birthrate	2023-24 TAX REVENUE PROJECTION	2022 Births ¹	2022 Birthrate	2024-25 TAX REVENUE PROJECTION	2023 Births ¹	2023 Birthrate	2025-26 TAX REVENUE PROJECTION	
1 Alameda	18,197	4.075%	\$12,947,266	18,082	4.029%	\$12,508,053	17,678	4.046%	\$12,239,662	17,492	4.000%	\$11,798,058	17,302	3.974%	\$11,433,440	
2 Alpine	17	0.004%	\$12,096	6	0.001%	\$4,150	12	0.003%	\$8,308	4	0.001%	\$2,698	7	0.002%	\$4,626	
3 Amador	314	0.070%	\$223,413	321	0.072%	\$222,049	326	0.077%	\$232,635	301	0.069%	\$203,019	330	0.076%	\$218,069	
4 Butte	2,149	0.481%	\$1,529,025	2,083	0.464%	\$1,440,896	1,914	0.438%	\$1,325,190	1,958	0.448%	\$1,320,638	1,989	0.457%	\$1,314,363	
5 Calaveras	401	0.090%	\$285,314	392	0.087%	\$271,162	396	0.091%	\$274,177	415	0.095%	\$279,910	411	0.094%	\$271,595	
6 Colusa	249	0.056%	\$177,165	253	0.056%	\$175,010	256	0.059%	\$177,246	273	0.062%	\$184,134	246	0.057%	\$162,561	
7 Contra Costa	11,811	2.645%	\$8,403,591	11,999	2.674%	\$8,300,195	11,898	2.723%	\$8,237,781	12,011	2.747%	\$8,101,217	12,118	2.784%	\$8,007,770	
8 Del Norte	281	0.063%	\$199,933	235	0.052%	\$162,559	239	0.055%	\$165,476	250	0.057%	\$168,621	249	0.057%	\$164,543	
9 El Dorado	1,531	0.343%	\$1,089,315	1,577	0.351%	\$1,090,875	1,748	0.400%	\$1,210,257	1,718	0.393%	\$1,158,762	1,769	0.406%	\$1,168,984	
10 Fresno	14,051	3.147%	\$9,997,364	14,367	3.202%	\$9,938,237	14,115	3.231%	\$9,772,759	14,098	3.224%	\$9,508,863	14,157	3.252%	\$9,355,174	
11 Glenn	398	0.089%	\$283,179	398	0.089%	\$275,313	367	0.084%	\$254,099	391	0.089%	\$263,723	413	0.095%	\$272,917	
12 Humboldt	1,406	0.315%	\$1,000,377	1,371	0.306%	\$948,376	1,277	0.292%	\$884,153	1,287	0.294%	\$868,060	1,208	0.277%	\$798,266	
13 Imperial	2,618	0.586%	\$1,862,721	2,553	0.569%	\$1,766,014	2,509	0.574%	\$1,737,149	2,497	0.571%	\$1,684,184	2,513	0.577%	\$1,660,631	
14 Inyo	191	0.043%	\$135,898	177	0.039%	\$122,438	176	0.040%	\$121,857	168	0.038%	\$113,313	179	0.041%	\$118,286	
15 Kern	12,772	2.860%	\$9,087,348	13,068	2.912%	\$9,039,666	12,809	2.932%	\$8,868,528	12,819	2.931%	\$8,646,199	12,818	2.944%	\$8,470,341	
16 Kings	2,101	0.470%	\$1,494,873	2,206	0.492%	\$1,525,980	2,149	0.492%	\$1,487,896	2,166	0.495%	\$1,460,930	2,119	0.487%	\$1,400,269	
17 Lake	732	0.164%	\$520,822	729	0.162%	\$504,279	701	0.160%	\$485,349	682	0.156%	\$459,997	717	0.165%	\$473,805	
18 Lassen	284	0.064%	\$202,068	245	0.055%	\$169,476	241	0.055%	\$166,860	261	0.060%	\$176,040	241	0.055%	\$159,257	
19 Los Angeles	106,987	23.959%	\$76,121,839	106,450	23.721%	\$73,635,786	102,129	23.377%	\$70,710,739	101,442	23.197%	\$68,420,915	100,114	22.997%	\$66,156,945	
20 Madera	2,066	0.463%	\$1,469,970	2,117	0.472%	\$1,464,415	2,032	0.465%	\$1,406,890	1,968	0.450%	\$1,327,383	1,942	0.446%	\$1,283,305	
21 Marin	2,083	0.466%	\$1,482,066	2,059	0.459%	\$1,424,294	1,945	0.445%	\$1,346,654	1,975	0.452%	\$1,332,104	1,901	0.437%	\$1,256,211	
22 Mariposa	132	0.030%	\$93,919	156	0.035%	\$107,912	135	0.031%	\$93,470	150	0.034%	\$101,172	146	0.034%	\$96,479	
23 Mendocino	926	0.207%	\$658,854	950	0.212%	\$657,154	845	0.193%	\$585,050	929	0.212%	\$626,595	876	0.201%	\$578,875	
24 Merced	3,851	0.862%	\$2,740,008	4,029	0.898%	\$2,787,023	4,017	0.919%	\$2,781,238	4,160	0.951%	\$2,805,850	4,213	0.968%	\$2,784,018	
25 Modoc	89	0.020%	\$63,324	29	0.006%	\$20,060	39	0.009%	\$27,002	47	0.011%	\$31,701	60	0.014%	\$39,649	
26 Mono	128	0.029%	\$91,073	99	0.022%	\$68,482	101	0.023%	\$69,929	111	0.025%	\$74,868	108	0.025%	\$71,368	
27 Monterey	5,882	1.317%	\$4,185,075	5,777	1.287%	\$3,996,185	5,555	1.272%	\$3,846,098	5,551	1.269%	\$3,744,056	5,428	1.247%	\$3,586,910	
28 Napa	1,294	0.290%	\$920,688	1,278	0.285%	\$884,044	1,251	0.286%	\$866,151	1,300	0.297%	\$876,828	1,272	0.292%	\$840,558	
29 Nevada	812	0.182%	\$577,742	828	0.185%	\$572,761	783	0.179%	\$542,123	883	0.202%	\$595,569	842	0.193%	\$556,407	
30 Orange	34,909	7.818%	\$24,837,945	35,201	7.844%	\$24,349,961	34,169	7.821%	\$23,657,485	34,514	7.892%	\$23,279,110	34,660	7.962%	\$22,903,887	
31 Placer	3,660	0.820%	\$2,604,110	3,759	0.838%	\$2,600,253	3,717	0.851%	\$2,573,528	3,932	0.899%	\$2,652,068	4,072	0.935%	\$2,690,843	
32 Plumas	162	0.036%	\$115,264	149	0.033%	\$103,069	153	0.035%	\$105,932	159	0.036%	\$107,243	157	0.036%	\$103,748	
33 Riverside	28,255	6.327%	\$20,103,588	28,908	6.442%	\$19,996,837	28,562	6.538%	\$19,775,383	29,093	6.653%	\$19,622,737	28,969	6.655%	\$19,143,182	
34 Sacramento	18,988	4.252%	\$13,510,066	19,130	4.263%	\$13,232,998	18,755	4.293%	\$12,985,341	18,717	4.280%	\$12,624,300	18,566	4.265%	\$12,268,712	
35 San Benito	791	0.177%	\$562,801	802	0.179%	\$554,776	818	0.187%	\$566,356	789	0.180%	\$532,167	837	0.192%	\$553,103	
36 San Bernardino	28,688	6.424%	\$20,411,670	29,035	6.470%	\$20,084,688	28,594	6.545%	\$19,797,539	28,770	6.579%	\$19,404,879	28,772	6.609%	\$19,013,001	
37 San Diego	38,645	8.654%	\$27,496,130	38,936	8.676%	\$26,933,612	37,782	8.648%	\$26,159,006	37,531	8.582%	\$25,314,025	37,124	8.528%	\$24,532,137	
38 San Francisco	8,396	1.880%	\$5,973,800	8,346	1.860%	\$5,773,267	8,286	1.897%	\$5,736,952	8,099	1.852%	\$5,462,639	8,020	1.842%	\$5,299,745	
39 San Joaquin	10,076	2.256%	\$7,169,129	10,184	2.269%	\$7,044,686	10,272	2.351%	\$7,111,993	10,287	2.352%	\$6,938,408	10,631	2.442%	\$7,025,136	
40 San Luis Obispo	2,464	0.552%	\$1,753,150	2,522	0.562%	\$1,744,570	2,422	0.554%	\$1,676,913	2,541	0.581%	\$1,713,862	2,517	0.578%	\$1,663,274	
41 San Mateo	8,253	1.848%	\$5,872,055	8,157	1.818%	\$5,642,528	7,717	1.766%	\$5,342,995	7,487	1.712%	\$5,049,855	7,154	1.643%	\$4,727,478	
42 Santa Barbara	5,512	1.234%	\$3,921,818	5,456	1.216%	\$3,774,137	5,440	1.245%	\$3,766,476	5,501	1.258%	\$3,710,332	5,662	1.301%	\$3,741,541	
43 Santa Clara	21,100	4.725%	\$15,012,766	20,971	4.673%	\$14,506,492	20,150	4.612%	\$13,951,193	20,022	4.579%	\$13,504,501	19,668	4.518%	\$12,996,931	
44 Santa Cruz	2,395	0.536%	\$1,704,056	2,425	0.540%	\$1,677,471	2,389	0.547%	\$1,654,065	2,462	0.563%	\$1,660,577	2,386	0.548%	\$1,576,707	
45 Shasta	1,876	0.420%	\$1,334,784	1,876	0.418%	\$1,297,705	1,942	0.445%	\$1,344,577	1,917	0.438%	\$1,292,984	1,883	0.433%	\$1,244,317	
46 Sierra	24	0.005%	\$17,076	20	0.004%	\$13,835	20	0.005%	\$13,847	25	0.006%	\$16,862	20	0.005%	\$13,216	
47 Siskiyou	434	0.097%	\$308,793	332	0.074%	\$229,658	361	0.083%	\$249,944	369	0.084%	\$248,884	408	0.094%	\$269,613	
48 Solano	5,053	1.132%	\$3,595,237	5,119	1.141%	\$3,541,020	4,938	1.130%	\$3,418,908	4,886	1.117%	\$3,295,524	4,928	1.132%	\$3,256,502	
49 Sonoma	4,377	0.980%	\$3,114,260	4,333	0.966%	\$2,997,312	4,270	0.977%	\$2,956,407	4,155	0.950%	\$2,802,477	4,164	0.957%	\$2,751,638	
50 Stanislaus	7,295	1.634%	\$5,190,433	7,469	1.664%	\$5,166,610	7,268	1.664%	\$5,032,123	7,271	1.663%	\$4,904,167	7,322	1.682%	\$4,838,496	
51 Sutter	1,255	0.281%	\$892,939	1,249	0.278%	\$863,984	1,218	0.279%	\$843,303	1,320	0.302%	\$890,318	1,343	0.309%	\$887,476	
52 Tehama	788	0.176%	\$556,666	803	0.179%	\$555,278	802	0.184%	\$555,278	808	0.185%	\$544,982	819	0.188%	\$541,208	
53 Trinity	94	0.021%	\$66,882	108	0.024%	\$74,708	97	0.022%	\$67,160	97	0.022%	\$65,425	127	0.029%	\$83,924	
54 Tulare	6,763	1.515%	\$4,811,912	6,944	1.547%	\$4,803,447	6,811	1.559%	\$4,715,711	6,937	1.586%	\$4,678,889	6,927	1.591%	\$4,577,473	
55 Tuolumne	466	0.104%	\$331,562	464	0.103%	\$320,968	479	0.110%	\$331,644	436	0.100%	\$294,075	468	0.108%	\$309,262	
56 Ventura	8,829	1.977%	\$6,281,882	8,819	1.965%	\$6,100,460	8,379	1.918%	\$5,801,342	8,430	1.928%	\$5,685,893	8,426	1.936%	\$5,568,037	
57 Yolo	2,080	0.466%	\$1,479,931	2,203	0.491%	\$1,523,905	2,203	0.504%	\$1,525,284	2,272	0.520%	\$1,532,426	2,324	0.534%	\$1,535,737	
58 Yuba	1,167	0.261%	\$830,327	1,200	0.267%	\$830,089	1,212	0.277%	\$839,149	1,170	0.268%	\$789,145	1,286	0.295%	\$849,810	
TOTALS	446,548	100%	\$317,721,358	448,754	100%	\$310,421,358	436,879	100%	\$302,480,558	437,304	100%	\$294,954,158	435,328	100%	\$287,671,758	
¹ DOF projected births by county.																
FROM REVENUE BREAKDOWN			\$317,721,358				\$310,421,358				\$302,480,558				\$294,954,158	\$287,671,758



Long-Range Financial Plan

	AUDITED 2016-2017	AUDITED 2017-2018	AUDITED 2018-2019	AUDITED 2019-2020	BUDGETED 2020-2021	PROPOSED 2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29
Fund Balance Beginning of Period	8,319,744	8,369,464	8,621,801	8,877,415	9,014,202	8,642,190	7,995,433	7,365,285	6,537,927	6,092,291	5,550,582	4,926,944
1 Prop 10 Tax Revenues actual to FY 2019-20 (budgeted 20-21, state projections through FY2025-26, then 5% annual decline projected for outlying years)	1,668,413	1,553,037	1,596,654	1,710,751	1,597,962	1,753,150	1,594,376	1,412,998	1,404,231	1,323,010	1,256,860	1,194,017
2 Interest Revenue (.75%)	60,448	111,400	168,053	172,951	62,633	64,816	59,966	55,240	49,034	45,692	41,629	36,952
TOTAL TAX/INTEREST REVENUE	1,728,861	1,664,437	1,764,707	1,883,702	1,660,595	1,817,966	1,654,342	1,468,238	1,453,265	1,368,702	1,298,489	1,230,969
OTHER REVENUE:												
3 MAA	9,603	49,859	68,390	15,112	50,000							
Other Revenue (grants, sponsorships, etc.)	6,541	175	12,511	26,280	80,000							
4 MHSA INNOVATIONS				60,648	363,004	376,346						
5 IMPACT	249,368	560,062	469,844	622,665	37,407							
IMPACT HUB PAYMENTS		28,281	47,852	42,204								
TOTAL REVENUE	1,994,373	2,302,814	2,363,304	2,650,611	2,191,006	2,194,312	1,654,342	1,468,238	1,453,265	1,368,702	1,298,489	1,230,969
TOTAL REVENUE PLUS BEGINNING BALANCE	10,314,117	10,672,278	10,985,105	11,528,026	11,205,208	10,836,503	9,649,775	8,833,523	7,991,192	7,460,993	6,849,071	6,157,913
6 CONTINGENCY FUND FOR MAA						(50,000)						
7 UNFUNDED LIABILITY												(100,000)
8 2016-2020 PRIORITY AREAS									(1,100,000)	(1,100,000)	(1,100,000)	(1,100,000)
Perinatal Readiness	(216,899)	(229,701)	(235,741)	(227,370)								
Family Strengthening	(180,233)	(276,384)	(297,491)	(347,050)								
Child Health and Development	(176,632)	(169,024)	(154,143)	(243,597)								
Early Learning (Core Allocation)	(571,674)	(378,983)	(400,253)	(378,743)								
9 2020-24 PRIORITY AREAS						(1,500,000)	(1,500,000)	(1,500,000)				
Child Health and Development					(617,443)							
Early Learning					(457,349)							
Family Resilience					(361,687)							
10 Program Contingency (5% of Priority Area Investment)						(75,000)						
First 5 Kits	(1,170)	(1,100)	(1,100)	(2,605)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)
11 MHSA				(37,186)	(167,049)	(406,579)						
Early Learning (IMPACT)	(299,238)	(456,933)	(476,676)	(573,601)	(77,000)							
IMPACT Regional HUB Contracts				(41,806)								
Collaborative Child Care Study					(80,000)							
12 BASELINE EVALUATION EXPENSE 2% (approved 2012-13)	(34,214)	(32,642)	(30,388)	(35,022)	(28,000)	(30,000)	(30,000)	(30,000)	(22,000)	(22,000)	(22,000)	(22,000)
13 SYSTEMS CHANGE/ADVOCACY AND POLICY EFFORTS	(36,555)	(35,512)	(36,897)	(43,575)	(75,000)	(50,000)	(50,000)	(50,000)	(75,000)	(75,000)	(75,000)	(60,000)
Emergency Response Funding				(61,438)	(75,000)	(75,000)	(75,000)	(75,000)	(50,000)	(50,000)	(50,000)	(50,000)
SPONSORSHIPS	(3,100)	(2,600)	(8,800)	(2,500)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
TOTAL PROGRAM EXPENSE	(1,519,715)	(1,582,879)	(1,641,489)	(1,994,493)	(1,951,028)	(2,199,079)	(1,667,500)	(1,667,500)	(1,259,500)	(1,259,500)	(1,259,500)	(1,344,500)
ADMINISTRATION:												
BASELINE: Proposed 2021-22 budget, 1.8% COLA increase in FY23-24 and after												
12 Program Personnel and Program Operating Expense	(219,647)	(265,989)	(261,892)	(275,703)	(348,834)	(378,834)	(353,834)	(360,203)	(366,687)	(373,287)	(380,006)	(386,846)
14 Administrative Personnel and Operating Expense	(205,291)	(201,609)	(231,280)	(243,628)	(263,156)	(263,156)	(263,156)	(267,893)	(272,715)	(277,624)	(282,621)	(287,708)
TOTAL ADMINISTRATION:	(424,938)	(467,598)	(493,172)	(519,331)	(611,990)	(641,990)	(616,990)	(628,096)	(639,402)	(650,911)	(662,627)	(674,554)
TOTAL EXPENSE	(1,944,653)	(2,050,477)	(2,134,661)	(2,513,824)	(2,563,018)	(2,841,069)	(2,284,490)	(2,295,596)	(1,898,902)	(1,910,411)	(1,922,127)	(2,019,054)
Remaining Fund Balance End of period	8,369,464	8,621,801	8,877,415	9,014,202	8,642,190	7,995,433	7,365,285	6,537,927	6,092,291	5,550,582	4,926,944	4,138,858
Administrative %	10.56%	9.83%	10.83%	9.69%	10.27%	9.26%	11.52%	11.67%	14.36%	14.53%	14.70%	14.25%
Direct Program Investment to Total Expenses	78%	77%	77%	79%	76%	77%	73%	73%	66%	66%	66%	67%

**ATTACHMENT:
Draft Plan
("FY 21-22")**



To: First 5 Commissioners of San Luis Obispo County
From: Wendy Wendt
Date: June 24, 2021
Re: ITEM 11: FY 2021-22 Proposed Administrative Budget

Recommended Action

Staff is requesting approval of the proposed Administrative Budget for Fiscal Year 2021-22.

PROPOSED ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2021-22 (Attachment 1)

Staff recommends a total administrative budget in the amount of \$641,990 for FY 2021-22. This amount is included in the Commission's Long Range Financial Plan (draft pending approval, June 24, 2021).

The recommended amount represents an organizational structure that includes two full-time staff (Executive Director, Associate Director) one 35 hours per week (.875 FTE) Communications and Outreach Officer, one 20 hours per week (.5 FTE) Special Projects Administrator (We Are the Care and Other Systems Change Projects), and one 16 hours per week (.4 FTE) Special Projects Administrator (MHSA 3 by 3 Developmental Screening Partnership).

The proposed budget also includes a contingency amount of \$20,000 (approximately 3%) to provide for unforeseen expenses related to future needs. Contingency items may include any other unforeseen expenses related to increased costs for various new professional service contracts.

In accordance with the proposed Financial Plan, a total of \$2,199,079 has been projected for program and evaluation expense, plus \$378,834 in program-related personnel/operating costs, totaling \$2,577,913. Total operating expense is projected at \$2,841,069.

The projected administrative expense of 9.26% is within the Commission's established maximum of 15%.

Additional notes appear as "Comments" in the far right column of the attached 2021-22 Budget Draft.



ATTACHMENT 1

First 5 San Luis Obispo County 2021-22 Budget (June 24, 2021 Draft)

Prop 10 Expenditures	2020-21 Approved Administrative Budget	2021-22 Proposed Administrative Budget	Variance	Comments
Salaries	308,135	313,459	5,324	Salary Schedule approved December 2016; 5 staff members
Benefits	130,146	137,623	7,477	computed at 40% for all but MHSA Admin (6% - no med or retirement); includes \$20,000 toward PERS Unfunded Accrued Liability
<i>Cell Phone Stipend</i>	1,800	1,800	-	\$30/month per employee
Sub-Total Salary and Benefits	440,081	452,882	12,801	
Professional Services				
Payroll Services	3,510	3,510	-	\$130 x 26 pay periods
Legal Services	23,500	23,500	-	level funded
Outside Auditor	8,000	8,000	-	per estimate provided by auditor applicant
Public Health MAA Fee	5,000	5,000	-	fee = 10% of MAA invoice amount as per contract with Public Health (est. \$50000)
Cal PERS GASB 68 Valuation Fee	700	700	-	
IT Services	15,000	15,000	-	IT Upgrade scheduled for 2021 + regular maintenance (postponed in prior year due to pandemic)
Bookkeeping	5,000	5,000	-	Fiscal Reporting Analysis
DEI Consultation	-	7,000	7,000	Includes audit of current practice, funding; workshops with Commissioners, staff, partners
Sub -Total Professional Services	60,710	67,710	7,000	
Services and Supplies				
Computer Supplies	1,000	1,000	-	software, other accessories;
Copy/Printing	2,000	2,000	-	
Food	800	1,000	200	
Insurance	3,700	4,000	300	liability/property/crime
Maintenance Contracts	500	300	(200)	copier maintenance; majority of expense now under Significant Value Purchase (new copier lease)
Memberships	5,000	6,000	1,000	State Association dues, Children Services Network support, Chamber Dues (SLO, PR, S County)
Office Expense	3,000	3,000	-	
County Auditing Services	8,310	8,393	83	2021-22 agreement
Postage	100	100	-	
Registration/Training	5,000	3,000	(2,000)	attendance at state meetings, staff summits, professional development activities, staff tech training
Rent/Utilities	45,072	45,072	-	level funded 20-21
Significant Value Purchase	10,000	9,000	(1,000)	reserved for 7-10 year old equipment (e.g. printers; office furniture, computers, etc.) - new laptops scheduled for purchase
Special Dept. Expense	12,000	10,533	(1,467)	Outreach and Promotion Materials; special event costs
Phone/Data/Internet Access	5,000	5,000	-	\$200/mo. (Cable and phones); anticipated tech upgrade
Travel Expenses	4,000	3,000	(1,000)	out-of-county meetings & conferences, in-county employee mileage
Contingency	5,717	20,000	14,283	3.1% of Administrative budget.
Sub-Total Services and Supplies	111,199	121,398	10,199	
Administrative Expense	611,990	641,990	30,000	based on 2016-28 financial plan; MAY DRAFT TOTALS 641,990
Less: Program Related Admin	(348,834)	(378,834)	(30,000)	based on 2016-28 financial plan
Total Administrative Expense	263,156	263,156	0	
Program & Evaluation Expense	1,951,028	2,199,079	248,051	based on 2016-28 financial plan
Plus: Program Related Admin	348,834	378,834	30,000	
Total Program & Evaluation Expense	2,299,862	2,577,913	278,051	
Administrative Percentage	10.27%	9.26%		
Total Operating Expense	2,563,018	2,841,069	278,051	