



MEMORANDUM OF UNDERSTANDING

FIRST 5 ALAMEDA COUNTY

AND

SAN LEANDRO PUBLIC LIBRARY

February 1, 2024 – June 30, 2024

MOU# PS-ECE-2324-270

This Memorandum of Understanding (MOU), dated as of February 1, 2024 (Effective Date), is entered into by and between **First 5 Alameda County (First 5)** and **San Leandro Public Library (SLPL)**, with reference to the following facts and circumstances:

RECITALS

- A. The California Children and Families First Act of 1998 (Proposition 10) created a program in the state for the purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age. The intent of this act is to enable counties to create and implement an integrated, comprehensive and collaborative system of information and services to enhance optimal early childhood development.
- B. First 5 approved a Strategic Plan for a comprehensive system of early intervention services for children birth to 5 years of age and families in Alameda County. A key component of the First 5 Strategic Plan is the Quality Early Childhood Education Strategy, which builds the capacity of providers and childcare sites through professional development to increase the quality of early childhood education programs. (2022-2027 Strategic Plan, page 29).
- C. First 5 is desirous of securing the provision of certain services and deliverables outside the scope of First 5's ordinary business in furtherance of its Strategic Plan. SLPL is independently engaged in the business of providing services similar to those described in this MOU and is willing and able to perform duties and render services and deliverables, without supervision; and
- D. The purpose of this MOU is to provide Quality Counts resources for Family, Friend and Neighbor (FFN) caregivers by leveraging SLPL Storytimes and Día de los Libros programming. Payments under the terms of this MOU shall not exceed the total amount of **\$10,200.00** consistent with the terms and conditions contained in this MOU.

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, First 5 and SLPL agree as follows:

I. PROGRAM DESCRIPTION

First 5 desires to leverage Library institutions who have previously participated in promising practices quality improvement activities to serve as library branches in Quality Counts. Library branches provide opportunities to reach family, friend and neighbor caregivers (FFN) with quality improvement activities through enhanced Storytimes/playtimes. The goals of the Quality Counts library branches are to:

- A. Increase Kindergarten Readiness opportunities for children not in licensed child care through expanded engagement of parents/caregivers in home activities.
- B. Increase children's access to developmental services.
- C. Increase the use of best practices for early care and education at library institutions; and
- D. Continue support of libraries to provide programming aimed at youngest patrons, birth to 5 years old.

II. ROLES AND RESPONSIBILITIES

To achieve these goals, SLPL is committed to doing the following:

- A. Host one (1) in-person Día de los Libros (Día) event by May 1, 2024.
 - i. Designate an SLPL staff person to organize Día programming (events, book distributions, etc) that support early literacy and resources in ways that honor and embrace a young child's home language and culture.
 - ii. Appropriately publicize the Día activity programming for families, incorporating First 5's name, logo, and role as sponsor.
 - iii. Purchase and distribute multilingual and/or non-English monolingual children's books and/or programming activity materials to (1) expand the library's permanent collection and/or (2) distribute books to the community. Document the books/activity materials purchased and the distribution.
 - iv. Disseminate one (1) survey to participants at the Día de los Libros event.
 - v. Submit photos/videos from the Día programming with permission for First 5 to use in communications.
- B. Attendance by one (1) SLPL staff at two (2) First 5 Online Library Learning Communities

- C. Meet with First 5 Alameda County Help Me Grow liaison to develop plan to integrate Help Me Grow information and link in Storytimes in English, Spanish and Chinese
- D. Utilize up to one (1) training or TA session for SLPL, as scheduled in partnership with First 5
- E. Purchase and install materials to enhance the outdoor spaces for young children at the Main Library by June 30, 2024. Submit description of materials, photos, and receipts or invoices as backup documentation
- F. Disseminate project results to identified SLPL stakeholders by June 30, 2024
- G. Achieve performance targets outlined in Attachment 2.0: Results Based Accountability (RBA) Plan by July 12, 2024 and report achievements in First 5 database, HIGH5
- H. Complete Contractor Demographic Survey(s) as requested by First 5. May be required to collect and report on specific measures as identified in the First 5 2022-2027 Strategic Plan
- I. Adhere to the following reporting and payment schedule:

Requirement Due		Due Date	Amount
1.	Contractor Leadership Demographic Survey	Upon execution of MOU	Not Applicable
2.	Initial Payment for Día de los Libros Programming <ul style="list-style-type: none"> 1st Invoice 	Upon execution of MOU	\$7,000
3.	For the period February 1, 2024 – June 30, 2024 <ul style="list-style-type: none"> 2nd (Final) Invoice 1st (Final) Expense Report & Backup Documentation 1st (Final) Results Based Accountability (RBA) Report Library Enhancement Report Día de los Libros Programming Report. 	July 12, 2024	Balance due based on deliverables completed. Not to Exceed: \$3,200.00

- J. SLPL will submit invoices based upon deliverables completed and the firm fixed price outlined in Attachment 1: Budget. Additional supporting documentation for expenses may be requested per First 5's policies and other applicable requirements (federal laws, state regulations, and/or OMB Uniform Guidance standards).
 - i. Invoices are subject to review and approval by First 5 staff before payment is issued. Payment is contingent on receipt and approval of all required documentation. First 5 reserves the right to withhold payment until required reporting documentation is received. Total payments to SLPL during the term will not exceed \$10,200.00.

To achieve these goals, First 5 is committed to doing the following:

- A. Provide two (2) 1-hour First 5 Online Library Learning Communities over course of the agreement
- B. Provide links to Home Activity Surveys in English, Spanish and Chinese by March 15, 2024
- C. Translate and compile completed Home Activity Surveys completed by SLPL patrons and share results in infographic form with SLPL by June 2, 2024
- D. Provide a meeting with Help Me Grow liaison to develop plan for integrating Help Me Grow in Storytimes and provide links for families in English, Spanish and Chinese
- E. Provide up to one (1) remote consultation or training developed in coordination with SLPL over course of the agreement
- F. Issue payment to SLPL upon receipt and approval of Invoice, Expense Report, Backup Documentation, and Results Based Accountability Report

III. LIMITATION ON LIABILITY; INDEMNIFICATION

- A. First 5. **First 5** shall defend, indemnify, and hold harmless SLPL, its City Council, boards, commissions, officials, employees and volunteers (SLPL Indemnitees), from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees (Claims), arising from or in any manner connected to First 5's negligent act or omission, whether alleged or actual, regarding performance of services or in the course of performing services rendered pursuant to this MOU. If Claims are filed against SLPL Indemnitees which allege negligence on behalf of First 5, First 5 shall have no right of reimbursement against SLPL Indemnitees for the costs of defense even if negligence is not found on the part of First 5. However, First 5 shall not be obligated to indemnify SLPL Indemnitees from Claims arising from the sole negligence or willful misconduct of SLPL Indemnitees.
- B. SLPL. **SLPL** shall defend, indemnify, and hold harmless First 5, its individual members, officers, agents, employees and volunteers (First 5 Indemnitees), from and against any and all Claims, arising from or in any manner connected to SLPL's negligent act or omission, whether alleged or actual, regarding performance of services or in the course of performing services rendered pursuant to this MOU. If Claims are filed against First 5 Indemnitees which allege negligence on behalf of SLPL, SLPL shall have no right of reimbursement against First 5 Indemnitees for the costs of defense even if negligence is not found on the part of SLPL. However, SLPL shall not be obligated to indemnify First 5 Indemnitees from Claims arising from the sole negligence or willful misconduct of First 5 Indemnitees.

III. INSURANCE REQUIREMENTS

- A. As a condition of this MOU, SLPL must maintain adequate General Liability Insurance (Minimum Limit \$1,000,000; with Additionally Insured Endorsement) and Workers' Compensation

(Statutory Limits) throughout the term of this agreement. SLPL agrees to maintain certificates of insurance and provide copies to First 5 upon request.

- i Additionally Insured Endorsement: General liability insurance shall name First 5 Alameda County, the individual members thereof, and all First 5 officers, agents, employees and volunteers, and Alameda County, its Board of Supervisors, officers, agents and employees as Additional Insureds with respect to services being provided.

IV. GENERAL TERMS

Period of Operation and Termination

This agreement will take effect upon signing of both parties to the agreement and shall remain in effect until terminated. Each party shall have the right to terminate the agreement upon 30 days prior written notice to the other party.

Alteration of Terms

It is mutually agreed that this agreement may be modified or amended upon the written consent of the parties hereto.

Governing Laws and Regulations

It is agreed that, if any of the provisions of this MOU are affected by changes in Federal or State laws or regulations, this MOU may be renegotiated and amended accordingly, subject to the provisions outline in the preceding two (2) paragraphs.

Contact Persons and Notice

SLPL agrees to assign Kelly Keefer or a designee to serve as liaison to First 5 on all matters relating to this MOU. First 5 agrees to assign Gabriela Rojas, Provider Support Manager, or a designee to serve as liaison to SLPL on all matters relating to this MOU.

For any action related to this MOU, notices shall be sent to the following addresses:

To First 5:	Gabriela Rojas Provider Support Manager First 5 Alameda County 1115 Atlantic Ave. Alameda, CA 94501
To SLPL:	Kelly Keefer Senior Librarian, Youth Services San Leandro Public Library 300 Estudillo Ave San Leandro, CA 94577

Counterparts

This MOU may be executed in any number of counterparts (including by fax, pdf, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

V. TERM OF AGREEMENT

This MOU will be effective as of February 1, 2024 through June 30, 2024 and is subject to review at the end of the agreement year June 30, 2024.

First 5 Alameda County

Kristin Spanos
Chief Executive Officer

Date

San Leandro Public Library

Brian Simons,
Library Director

Date



ATTACHMENT 1 BUDGET

Contractor: San Leandro Public Library (SLPL)

Contract Term: February 1, 2024 - June 30, 2024

Item #	Activity	# Units	Price per Unit	Total
1.	One (1) SLPL Staff attend First 5 Library Online Learning Communities	2 Learning Communities	\$ 100	\$ 200
2.	Materials for outdoor children's enhancements at the Main Library branch	1 Branch	\$ 3,000	\$ 3,000
3.	Host one (1) Día de los Libros Community Event with book distribution	1 Branch	\$ 7,000	\$ 7,000
TOTAL BUDGET				\$ 10,200

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ATTACHMENT 2.0
RESULTS BASED ACCOUNTABILITY (RBA) PLAN

Contractor: San Leandro Public Library
Contract Term: February 1, 2024 - June 30, 2024

First 5 Strategy: Quality Early Care and Education
Program: Informal Care

Program Specific Result 1			
Increased capacity of librarians to utilize early care and education best practices			
Funded Activity 1.A. Participate in staff training <ul style="list-style-type: none"> One (1) staff each attend two (2) First 5 Library Learning Communities on early care and education informed practices 	Performance Measure 1.A.1 # of staff who participate in First 5 Library Learning Communities during the reporting period	Notes ECE provider professional development (PD) unduplicated count report in HIGH5	Periodicity of Reporting July 12, 2024
	Performance Measure 1.A.2 # out of # of trained Library staff in the reporting period who report that they received what they need to improve practice (rolls up to performance measure)	Informal Care Training evaluation survey	July 12, 2024

Program Specific Result 2 Increased access for children birth to 5 years to developmental services			
Funded Activity 2.A Integrate Help Me Grow into San Leandro Public Library Storytimes <ul style="list-style-type: none"> Meet with Help Me Grow staff to plan integration of Help Me Grow in Storytimes Conduct Help Me Grow promotional activities at three (3) library Storytimes, once each at English, Spanish and Chinese 	Performance Measure 2.A.1 Did SLPL meet with Help Me Grow staff to plan Help Me Grow integration in Storytimes? Yes or No	Notes SLPL Records	Periodicity of Reporting July 12, 2024
	Performance Measure 2.A.2 Was Help Me Grow material or link posted at three (3) Storytimes? Yes or No	SLPL Records	July 12, 2024

Program Specific Result 3 Maintain library institutional support for early childhood programming including Día de los Libros Community Event			
Funded Activity 3.A Host one in-person Día de los Libros event by May 1, 2024. Purchase bi- and/or non-English monolingual and/or multilingual children's books or activity materials to (1) expand the library's permanent collection and/or (2) distribute books to the community.	Performance Measure 3.A.1 # bi-and/or multilingual books purchased	Notes SLPL Records	Periodicity of Reporting July 12, 2024

(Funded Activity 3.A. continued)	Performance Measure 3.A.2 # of programming activity materials purchased	Notes SLPL records	Periodicity of Reporting July 12, 2024
	Performance Measure 3.A.3 Was a book giveaway held and appropriately publicized giveaway? Yes or No	SLPL records	July 12, 2024

Program Specific Result 4 Tracking of unduplicated number of clients served and client demographics			
Funded Activity 4.A Track and report unduplicated number of clients (children by age, parents/caregivers, and providers) served for the year	Performance Measure 4.A.1 Submitted # of clients served for the year (children birth to two, children three to five, parents/caregivers, providers) to First 5? Yes or No	Notes Home Activity Survey HIGH5 Client Served Reporting Module	Periodicity of Reporting July 12, 2024
Funded Activity 4.B Track and report race/ethnicity and primary language of unduplicated children and parents/caregivers and providers served for the year	Performance Measure 4.B.1 Submitted Race/ethnicity, primary language, gender of adults , residential zip code of children and parents/ caregivers, and provider gender and workplace zip code to First 5? Yes or No	Notes Home activity Survey / HIGH5 Client Served Reporting Module	Periodicity of Reporting July 12, 2024

Supporting Documents

- Home Activity Surveys
- HIGH5 Client Served Reporting Module
- Description of Help Me Grow activities implemented in Storytimes
- Posting dates of Help Me Grow material or link
- **Library Enhancement Report** submitted by July 12, 2024. Report to include descriptions of outdoor enhancements, photographs, expenditures and receipts/invoices for all expenditures.
- **Día de los Libros Programming Report.** Description of materials purchased, and vendors contracted for Día programming. Provide receipts/invoices for materials purchased and contracted vendor. Provide photos/videos from Día programming with permission for First 5 to use in communications.

Additional Guidelines

- Accountability plans are subject to negotiation and approval by First 5. Modifications, including additional reporting measures and/or supporting documents, may be required.

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Certificate Of Completion

Envelope Id: 286AE771A68B41C19156899F0C225827	Status: Sent
Subject: Docusign: First 5 Alameda County - San Leandro Public Library MOU PS-ECE-2324-270	
Source Envelope:	
Document Pages: 11	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lora Chan
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1115 Atlantic Avenue
	Alameda, CA 94501
	lora.chan@first5alameda.org
	IP Address: 52.61.131.34

Record Tracking

Status: Original	Holder: Lora Chan	Location: DocuSign
2/1/2024 11:45:35 AM	lora.chan@first5alameda.org	

Signer Events	Signature	Timestamp
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Brian Simons		Sent: 2/1/2024 12:01:16 PM
bsimons@sanleandro.org		Resent: 2/5/2024 3:56:16 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
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Lora Chan		
lora.chan@first5alameda.org		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Kristin Spanos		
kristin.spanos@first5alameda.org		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kelly Keefer	<div>COPIED</div>	Sent: 2/1/2024 12:01:16 PM
kkeefe@sanleandro.org		Viewed: 2/1/2024 12:08:05 PM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
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Julia Otani julia.otani@first5alameda.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kristen Burmester kristen.burmester@first5alameda.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/1/2023 1:29:41 PM ID: 96ffb7e5-1ab8-47f3-9821-69440810651b		
Clea Shapiro Clea.Shapiro@first5alameda.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gabriela Rojas gabriela.rojas@first5alameda.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/29/2021 10:49:43 AM ID: 44e39785-cf43-4dc6-9615-3ced2dd49a2f		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	2/5/2024 3:56:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, First 5 Alameda County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact First 5 Alameda County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lora.chan@first5alameda.org

To advise First 5 Alameda County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at zee.page@first5alameda.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from First 5 Alameda County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lora.chan@first5alameda.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with First 5 Alameda County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lora.chan@first5alameda.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify First 5 Alameda County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by First 5 Alameda County during the course of your relationship with First 5 Alameda County.