



## **MEMORANDUM OF UNDERSTANDING**

**FIRST 5 ALAMEDA COUNTY**

**AND**

**SAN LEANDRO PUBLIC LIBRARY**

**November 1, 2021 – JUNE 30, 2022**

**MOU# PI-ECE-2122-664**

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This Memorandum of Understanding (MOU), dated as of November 1, 2021, 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. (2017-2022 Strategic Plan, page 24).
- 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 Pathway resources for Family, Friend and Neighbor (FFN) caregivers by leveraging SLPL's current Storytimes. Payments under the terms of this MOU shall not exceed the total amount of **\$19,985.00** (SLPL: \$4,800.00; Designated vendor

for SLPL materials: \$15,185.00) 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 through the Neighborhood Partnership Project to serve as library branches in Quality Counts. Library branches provide opportunities to reach FFN caregivers 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. Order 168 FFN Storytime kits with books in patron's home language, English or Spanish, by January 30, 2022. First 5 will provide books in Chinese.
- B. Distribute 168 FFN Storytime kits with books in patron's home language, English, Spanish, or Chinese, at the Main Branch and the Manor Branch before February 28, 2022. Document each distribution
- C. Utilize variety of contents from kits in online Storytimes in English, Spanish and Chinese through June 30, 2022
- D. Provide a link online to Home Activity Survey for three (3) Storytimes (One link each for English, Spanish and Chinese Storytimes) by March 30, 2022
- E. Present Storytime activities and resources at two (2) priority community sites
- F. Attendance by two (2) SLPL staff at four (4) First 5 Online Library Learning Communities
- G. Meet with First 5 Alameda County Help Me Grow liaison to develop plan to integrate Help Me Grow information and link in online Storytimes in English, Spanish and Chinese

- H. Utilize up to one (1) training or technical assistance (TA) session for SLPL, as scheduled in partnership with First 5
- I. Purchase equipment and materials to enhance the children’s area and/or Storytime activities at the Main Library and Manor Branch by June 30, 2022
- J. Disseminate project results to identified SLPL stakeholders by June 30, 2022
- K. Achieve performance targets outlined in Attachment 2.0: Results Based Accountability (RBA) Plan by April 30, 2022, and report achievements in First 5 database, HIGH5.
- L. 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 2017-2022 Strategic Plan.
- M. Adhere to the following reporting and payment schedule:

Requirement Due		Due Date
1.	For the period November 1, 2021 – March 31, 2022 <ul style="list-style-type: none"> <li>• 1<sup>st</sup> Invoice</li> <li>• 1<sup>st</sup> Expense Report</li> <li>• 1<sup>st</sup> Results Based Accountability (RBA) Report</li> </ul>	April 30, 2022
2.	For the period April 1, 2022 – June 30, 2022 <ul style="list-style-type: none"> <li>• 2<sup>nd</sup> (Final) Invoice</li> <li>• 2<sup>nd</sup> (Final) Expense Report</li> <li>• 2<sup>nd</sup> (Final) Results Based Accountability (RBA) Report</li> </ul>	July 15, 2022

- N. 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).
  - a. 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 \$4,800.00.

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

- A. Provide access to 168 FFN Storytime Kits with books in English or Spanish via a First 5 designated online vendor by December 10, 2021. Total Budget for Storytime Kits not to exceed \$15,185.00.
  - a. First 5 will order and distribute books in Chinese directly to SLPL

- B. Issue payment to F5 designated vendor upon SLPL's completion of Storytime Kit and book orders
- C. Provide links to Home Activity Surveys in English, Spanish and Chinese by February 28, 2022
- D. Translate and compile completed Home Activity Surveys completed by SLPL patrons and share results in infographic form with SLPL by June 2, 2022
- E. Provide four (4) 2-hour First 5 Online Library Learning Communities over course of the agreement.
- F. Provide a meeting with Help Me Grow liaison to develop plan for integrating Help Me Grow in online Storytimes and provide links for families in English, Spanish and Chinese
- G. Provide up to one (1) remote consultation or training developed in coordination with SLPL over course of the agreement.
- H. Issue payment to SLPL upon receipt and approval of Invoice, Expense Report, 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) 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.

### **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 Avenue Alameda, CA 94501
To SLPL:	Kelly Keefer Senior Librarian, Youth Services San Leandro Public Library 300 Estudillo Avenue 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 November 1, 2021 through June 30, 2022 and is subject to review at the end of the agreement year June 30, 2022.

**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: November 1, 2021 – June 30, 2022**

Item #	Activity	# Units	Price per Unit	Total
1.	FFN Storytime Kit and Books Distribution: Main Branch	1 Distribution	\$ 200.00	\$ 200.00
2.	FFN Storytime Kit and Books Distribution: Manor Branch	1 Distribution	\$ 200.00	\$ 200.00
3.	Two (2) SLPL Staff attend First 5 Library Online Learning Communities	4 Learning Communities	\$ 100.00	\$ 400.00
4.	Present at two (2) community sites in priority neighborhoods	2 presentations	\$ 1,000.00	\$ 2,000.00
5.	Materials for children's enhancements at up to two (2) Library branches	2 Branches	\$ 1,000.00	\$ 2,000.00
<b>Subtotal Direct Payment to SLPL</b>				<b>\$4,800.00</b>
5.	FFN Storytime Kits (directly ordered via First 5 designated online vendor)	168	\$90.39	\$15,185.00
<b>Subtotal Payment to F5 Vendor for Materials Ordered by SLPL</b>				<b>\$15,185.00</b>
<b>TOTAL BUDGET</b>				<b>\$ 19,985.00</b>

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**ATTACHMENT 2.0 RESULTS BASED ACCOUNTABILITY (RBA) PLAN**

**Contractor: San Leandro Public Library**

**Contract Term: November 1, 2021 - June 30, 2022**

*First 5 Strategy: Quality Early Care and Education*

*Program: Informal Care*

<b>Program Specific Result 1</b>			
Increased capacity of librarians to utilize early care and education best practices			
<b>Funded Activity 1.A</b> Participate in staff training <ul style="list-style-type: none"><li>Two (2) staff each attend four (4) First 5 Library Learning Communities on early care and education (ECE) informed practices</li><li>One (1) additional training or TA session for librarians hosted for San Leandro Public Library (SLPL) focused on children birth to 5 years old and families</li></ul>	<b>Performance Measure 1.A.1</b> # of staff who participate in First 5 Library Learning Communities during the reporting period	<b>Data Tool</b> ECE provider professional development (PD) unduplicated count report in HIGH5  <input type="checkbox"/> <i>Individual level data to be submitted to First 5</i>	<b>Periodicity of Reporting</b> <ul style="list-style-type: none"><li>April 30, 2022</li></ul>
	<b>Performance Measure 1.A.2</b> Was Library-hosted training or TA session focused on children birth to 5 years old and families held? Yes or No	SLPL Records  <input type="checkbox"/> <i>Individual level data to be submitted to First 5</i>	<ul style="list-style-type: none"><li>April 30, 2022</li></ul>



<b>Program Specific Result 1</b> Increased capacity of librarians to utilize early care and education best practices			
<i>Funded Activity 1.A continued</i>	<b>Performance Measure 1.A.3</b> # 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)	<b>Data Tool</b> Informal Care Training evaluation survey  <input checked="" type="checkbox"/> <i>Individual level data to be submitted to First 5</i>	<b>Periodicity of Reporting</b> ▪ April 30, 2022

<b>Program Specific Result 2</b> Increased kindergarten readiness opportunities for children not in licensed child care through expanded engagement of parents/caregivers in home activities			
<b>Funded Activity 2.A</b> Order and distribute 168 Family, Friend, and Neighbor Storytime kits (FFN Storytime Kits) and books in English, Spanish, and Chinese at two branches: Main and Manor  ▪ Utilize contents in FFN Storytime Kits during Storytimes in English, Spanish and Chinese  ▪ Post links to online Home Activity Survey (HAS) at three (3) online Storytimes once each in English, Spanish and Chinese	<b>Performance Measure 2.A.1</b> # of unduplicated parents/caregivers with children birth to 5 years who receive FFN Storytime Kit	<b>Data Tool</b> SLPL records  <input type="checkbox"/> <i>Individual level data to be submitted to First 5</i>	<b>Periodicity of Reporting</b> ▪ April 30, 2022
	<b>Performance Measure 2.A.2</b> # out of # of parent/caregivers attending Storytimes who report they use the FFN Storytime kit	Home Activity Survey or SLPL records  <input checked="" type="checkbox"/> <i>Individual level data to be submitted to First 5</i>	▪ April 30, 2022
	<b>Performance Measure 2.A.3</b> # of unduplicated children birth to 5 years attending Storytimes	SLPL records  <input checked="" type="checkbox"/> <i>Individual level data to be submitted to First 5</i>	▪ April 30, 2022

**Program Specific Result 2**

Increased kindergarten readiness opportunities for children not in licensed child care through expanded engagement of parents/caregivers in home activities

<i>Funded Activity 2.A continued</i>	<b>Performance Measure 2.A.4</b> # out of # of parents/caregivers with Storytime kits who engage in reading with child for five minutes or more for five or more days per week	<b>Data Tool</b> Home Activity Survey  <input checked="" type="checkbox"/> <i>Individual level data to be submitted to First 5</i>	<b>Periodicity of Reporting</b>  ▪ April 30, 2022
	<b>Performance Measure 2.A.5</b> # out of # of parents/caregivers with Storytime kits who engage with child in pretend play for 10 minutes or more per week	Home Activity Survey  <input checked="" type="checkbox"/> <i>Individual level data to be submitted to First 5</i>	▪ April 30, 2022

**Program Specific Result 3**

Increased access for children birth to 5 years to developmental services

<b>Funded Activity 3.A</b> Integrate Help Me Grow into SLPL online Storytimes  ▪ Meet with Help Me Grow staff to plan integration of Help Me Grow in online Storytimes  ▪ Conduct Help Me Grow promotional activities at three (3) online library Storytimes, once each at English, Spanish and Chinese Storytime	<b>Performance Measure 3.A.1</b> Did SLPL meet with Help Me Grow staff to plan Help Me Grow integration in online Storytimes?  Yes or No	<b>Data Tool</b> SLPL Records  <input type="checkbox"/> <i>Individual level data to be submitted to First 5</i>	<b>Periodicity of Reporting</b>  ▪ April 30, 2022
	<b>Performance Measure 3.A.2</b> Was Help Me Grow material or link posted at three (3) Storytimes? Yes or No	SLPL Records  <input type="checkbox"/> <i>Individual level data to be submitted to First 5</i>	▪ April 30, 2022

<b>Program Specific Result 4</b> Maintain library institutional support for early childhood programming			
<b>Funded Activity 4.A</b> Disseminate project results to identified SLPL stakeholders <ul style="list-style-type: none"> <li>Distribute Early Childhood Programming results infographic (developed by First 5) to stakeholders.</li> </ul>	<b>Performance Measure 4.A.1</b> # of stakeholders who received the infographic.	<b>Data Tool</b> SLPL records  <input type="checkbox"/> Individual level data to be submitted to First 5	<b>Periodicity of Reporting</b> <ul style="list-style-type: none"> <li>July 15, 2022</li> </ul>

<b>Program Specific Result 5</b> Tracking of unduplicated number of clients served and client demographics			
<b>Funded Activity 5.A</b> Track and report unduplicated number of clients (children by age, parents/caregivers, and providers) served for the year	<b>Performance Measure 5.A.1</b> Submitted # of clients served for the year (children birth to two, children three to five, parents/caregivers, providers) to First 5? Yes or No	<b>Data Tool</b> Home Activity Survey/ HIGH5 Client Served Reporting Module  <input type="checkbox"/> Individual level data to be submitted to First 5	<b>Periodicity of Reporting</b> <ul style="list-style-type: none"> <li>April 30, 2022</li> </ul>
<b>Funded Activity 5.B</b> Track and report race/ethnicity, primary language, gender, zip code of unduplicated children and parents/caregivers and providers served for the year	<b>Performance Measure 5.B.1</b> 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	<b>Data Tool</b> Home Activity Survey/ HIGH5 Client Served Reporting Module  <input type="checkbox"/> Individual level data to be submitted to First 5	<b>Periodicity of Reporting</b> <ul style="list-style-type: none"> <li>April 30, 2022</li> </ul>

**Supporting Documents**

- Home Activity Survey
- HIGH5 Client Served Reporting Module
- Description of Help Me Grow activities implemented in online Storytimes
- Posting dates of Help Me Grow material or link
- Description of materials purchased for Library enhancements
- Description of how infographic was distributed and to whom

**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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