

MEMORANDUM OF UNDERSTANDING

FIRST 5 ALAMEDA COUNTY

AND

SAN LEANDRO PUBLIC LIBRARY

November 1, 2022 – June 30, 2023

MOU# PS-ECE-2223-160

This Memorandum of Understanding (MOU), dated as of November 1, 2022 (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 Care and Education Strategy (2022-2027 Strategic Plan, page 22).
- 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 1) provide Quality Counts Pathway resources for Family, Friend and Neighbor (FFN) caregivers by leveraging SLPL's current Storytimes and Early Learning Community Events and 2) support multilingual programming and materials through Día de los Libros/Día de los Niños (Día) events. Payments under the terms of this MOU shall not exceed the total amount of \$16,400.00, 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 family, friend and neighbor 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;
- D. Promote early literacy and resources for dual-language learners; and
- E. 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. Hold two (2) Storytime/FFN Early Learning community events that support early literacy.
 - i. Distribute Storytime materials or books in patron's home language, English, Spanish, or Chinese, at the Main Branch, the Manor Branch, or FFN Early Learning community events before May 30, 2023. Document each distribution.
 - ii. Provide a link online to Home Activity Survey for two (2) Storytimes/FFN Early Learning community event attendees (one link each for English, Spanish and Chinese Storytimes) by May 30, 2023.
- B. Organize in-person Día activity programming for FFN providers and families.
 - 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. Purchase and distribute multilingual and/or non-English monolingual children's books and/or programming activity materials. Document the distribution.

- iii. Appropriately publicize the Día activity programming for families and FFN providers, incorporating First 5's name, logo, and role as sponsor.
- iv. Appropriately publicize any book/materials giveaway(s), incorporating First 5's name, logo, and role as sponsor where appropriate.
- v. Submit photos/videos from Día activity programming or book giveaway(s) with permission for First 5 to use in communications.
- C. Attendance by two (2) SLPL staff at four (4) First 5 Online Library Learning Communities
- D. Meet with First 5 Alameda County Help Me Grow liaison to develop plan to integrate Help Me Grow information and link in Storytimes or FFN Early Learning Community Events in English, Spanish and Chinese
- E. Utilize up to one (1) training or TA session for SLPL, as scheduled in partnership with First 5
- F. 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
- G. Achieve performance targets outlined in Attachment 2.0: Results Based Accountability (RBA) Plan by April 2022 and report achievements in First 5 database, HIGH5.
- H. Contractor will 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:

Req	uirement Due	Due Date	Amount
1.	Contractor Leadership Demographic Survey	Upon execution of MOU	Not Applicable
2.	Initial Payment • 1 st Invoice	Upon execution of MOU	\$13,000.00
3.	For the period November 1, 2023 – June 30, 2023 • 2 nd (Final) Invoice • 2 nd (Final) Expense Report • 2 nd (Final) Results Based accountability (RBA) Report	July 14, 2023	Balance due based on deliverables completed. Not to Exceed: \$3,400.00

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 \$16,400.00

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

- A. Provide links to Home Activity Surveys in English, Spanish and Chinese by February 28, 2023
- B. Translate and compile completed Home Activity Surveys completed by SLPL patrons and share results in infographic form with SLPL by June 2, 2022
- C. Provide four (4) 2-hour First 5 Online Library Learning Communities over course of the agreement.
- D. Provide a meeting with Help Me Grow liaison to develop plan for integrating Help Me Grow in Storytimes/FFN Early Learning community events 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, 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 <u>Additionally Insured Endorsement</u>: 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

First 5 Alameda County

This MOU will be effective as of the Effective Date through June 30, 2023 and is subject to review at the end of the agreement year June 30, 2023.

Kristin Spanos	 	_
Chief Executive Officer		
San Leandro Public Library		
Prion Cimons		_
Brian Simons	Date	
Library Director		



ATTACHMENT 1 BUDGET

Contractor: San Leandro Public Library (SLPL)
Contract Term: November 1, 2021 - June 30, 2022

Item #	Activity	# Units	Firm Fixed Price per Unit	Total
1.	Host and document a Día de los Libros event and distribute books or materials to attendees	1 Event & Distribution	\$ 7,000.00	\$ 7,000.00
2.	Hold two (2) Storytime/FFN Early Learning community events in priority neighborhoods that support early literacy	2 Storytimes or FFN Community Events	\$ 2,000.00	\$ 4,000.00
3.	Two (2) SLPL Staff attend First 5 Library Online Learning Communities	4 Learning Communities	\$ 100.00	\$ 400.00
4.	Materials for children's enhancements at up to two (2) Library branches	2 Branches	\$ 1,000.00	\$ 2,000.00
5.	Materials to distribute at Storytimes or FFN Early Learning community events in priority neighborhoods	Combined Storytimes/Events	\$3,000.00	\$3,000.00
тота	L BUDGET			\$ 16,400.00

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Attachment 1: Budget

Page 1



ATTACHMENT 2.0 RESULTS BASED ACCOUNTABILITY (RBA) PLAN

Contractor: San Leandro Public Library
Contract Term: November 1, 2022 - June 30, 2023

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 Two (2) staff each attend four (4) 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 14, 2023
 One (1) additional training or TA session for librarians hosted for San Leandro Public Library (SLPL) focused on children under 5 years and families 	Performance Measure 1.A.2 Was Library-hosted training or TA session focused on children under 5 years and families held? Yes or No	SLPL Records	■ July 14, 2023

rogram Specific Result 1 creased capacity of librarians to utilize early care and education best practices			
Funded Activity 1.A continued	# 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)	Notes Informal Care Training evaluation survey	Periodicity of Reporting ■ July 14, 2023

Program Specific Result 2

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

ПОПТЕ	detivities			
Funde	ed Activity 2.A	Performance Measure 2.A.1	Notes	Periodicity of
comm	two (2) Storytimes or FFN Early Learning nunity events istribute early literacy materials and or ooks in patron's home language	# of unduplicated parents/caregivers with children birth to 5 years who attended Storytime or FFN Early Learning Community Events	SLPL records	Reporting ■ July 14, 2023
■ Po	English, Spanish, or Chinese) ost links to online participant survey at wo (2) torytimes once each in English, panish and Chinese	Performance Measure 2.A.2 # out of # of parent/caregivers attending Storytimes or FFN Early Learning Community Events who report they use the early materials or books	Participant Survey or SLPL records	■ July 14, 2023
		Performance Measure 2.A.3 # of unduplicated children birth to 5 years attending Storytimes	SLPL records	■ July 14, 2023

Program Specific Result 2

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

Funded Activity 2.A continued	# out of # of parents/caregivers with Storytime kits who engage in reading with child for 5 minutes or more for 5 or more days per week	Notes Participant Survey	Periodicity of Reporting July 14, 2023
	Performance Measure 2.A.5 # out of # of parents/caregivers with Storytime kits who engage with child in pretend play for 10 minutes or more per week	Participant Survey	■ July 14, 2023

Program Specific Result 3

Increased access for children birth to 5 years to developmental services

Funded Activity 3.A

Integrate Help Me Grow into San Leandro Public Library Storytimes/FFN Early Learning Community Events

- Meet with Help Me Grow staff to plan integration of Help Me Grow in Storytimes/FFN Community Events
- Conduct Help Me Grow promotional activities at two (2) library Storytimes/FFN Early Learning Community Events

ırs t	rs to developmental services				
g	Performance Measure 3.A.1 Did SLPL meet with Help Me Grow staff to plan Help Me Grow integration in Storytimes/FFN Early Learning Events? Yes or No	Notes SLPL Records	Periodicity of Reporting ■ July 14, 2023		
	Performance Measure 3.A.2 Was Help Me Grow material or link posted at three (3) Storytimes/FFN Early Learning Events? Yes or No	SLPL Records	■ July 14, 2023		

Program	Specific	Result 4
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Maintain library support for early childhood programming by promoting early literacy resources for dual-language families in our community.

resources for dual language furniles in our community.				
Funded Activity 4.A Host one in-person Día de los Libros event by May 1, 2023.	# of bi-and/or multilingual books purchased	Notes SLPL records	Periodicity of Reporting ■ July 14, 2023	
Purchase bi- and/or non-English monolingual and/or multilingual children's books to (1) expand the library's permanent collection and/or (2) distribute books to the community.	Performance Measure 4.A.2 # of programming activity materials purchased	SLPL records	■ July 14, 2023	
	Performance Measure 4.A.3 Was a book giveaway held and appropriately publicized giveaway? Yes or No	SLPL records	■ July 14, 2023	

Program Specific Result 5 Tracking of unduplicated number of clients served and client demographics			
Funded Activity 5.A Track and report unduplicated number of clients (children by age, parents/caregivers, and providers) served for the year	Performance Measure 5.A.1 Submitted # of clients served for the year (children birth to two, children three to five, parents/caregivers, providers) to First 5?	Notes Electronic Survey	Periodicity of Reporting July 14,2023
	Yes or No		

Program Specific Result 5 Tracking of unduplicated number of clients served and client demographics			
Funded Activity 5.B Track and report race/ethnicity, primary language, gender, zip code of unduplicated children and parents/caregivers and providers served for the year	Performance Measure 5.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 Participant Survey/ HIGH5 Client Served Reporting Module	Periodicity of Reporting July 14, 2023

Supporting Documents

- Electronic Participant Survey
- HIGH5 Client Served Reporting Module
- Description of Help Me Grow activities implemented in Storytimes/FFN Early Learning Community Events
- Posting dates of Help Me Grow material or link
- Description of materials purchased for Library enhancements
- Description of materials purchased, and vendor contracted for Library community events
- Photos/videos from Día activity programming or book giveaway(s) 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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CEO

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Executive Assistant

First 5 Alameda

Security Level: Email, Account Authentication

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Clea Shapiro

clea.shapiro@first5alameda.org

Security Level: Email, Account Authentication

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Gabriela Rojas

gabriela.rojas@first5alameda.org

Security Level: Email, Account Authentication

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Electronic Record and Signature Disclosure:

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Lora Chan

lora.chan@first5alameda.org

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Notary Events	Signature	Timestamp
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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.

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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.

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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..

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- 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.