



## MEMORANDUM OF UNDERSTANDING

FIRST 5 ALAMEDA COUNTY

AND

SAN LEANDRO PUBLIC LIBRARY

January 1, 2025 – June 30, 2025

MOU# PS-ECE-2425-358

---

This Memorandum of Understanding (MOU), dated as of January 1, 2025 (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 Stay and Play programming. Payments under the terms of this MOU shall not exceed the total amount of **\$6,100.00** 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. Promote developmental screening and play activities to FFN providers through the developmental screening mobile application designated by First 5 at the bi-weekly Stay and Play sessions (12) by June 30, 2025.
  - i. Designate an SLPL staff person to collaborate with Help Me Grow (HMG) staff for mobile application training and implementation planning (app tutorials, signing up, and distribution of early learning materials/play activities) that support early child development in ways that honor and embrace a young child’s home language and culture.
  - ii. Appropriately publicize developmental screening availability to caregivers of children under 5 years old, incorporating First 5’s name, logo, and role as sponsor.
  - iii. Purchase early learning equipment to enhance the Stay and Play session space appropriate for young children and their caregivers, approximately 50-60 participants every other week.
  - iv. Distribute 100 early learning kits to children and their caregivers in their home language by May 15, 2025.

- v. Disseminate one (1) survey to participants at distribution day of early learning materials.
  - vi. Submit photos/videos from the Stay and Play sessions for First 5 to use in communications.
- B. Attendance by two (2) SLPL staff at Brazelton Touchpoints: Strengths-Based Family Engagement in Libraries Workshop Series
- 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. Achieve performance targets outlined in Attachment 2.0: Results Based Accountability (RBA) Plan by July 15, 2025 and report achievements in First 5 database, HIGH5
- F. 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
- G. Adhere to the following reporting schedule:

Requirement Due		Due Date
1.	Contractor Leadership Demographic Survey	Upon execution of MOU
2.	For the period January 1 <sup>st</sup> , 2025 – June 30, 2025 <ul style="list-style-type: none"> <li>• 1<sup>st</sup> (Final) Results Based Accountability (RBA) Report</li> </ul>	July 15, 2025

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

- A. Submit one (1) Invoice, Expense Report, and backup documentation adhering to the following schedule:

Requirement Due		Due Date
1.	For the period January 1, 2025 – June 30, 2025 <ul style="list-style-type: none"> <li>• 1<sup>st</sup> (Final) Invoice</li> <li>• 1<sup>st</sup> (Final) Expense Report &amp; Backup Documentation (receipts, invoices, etc)</li> </ul>	July 15, 2025

- B. 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 **\$6,100.00**.

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

- A. Provide access for 100 children and their caregivers to the developmental screening mobile application designated by First 5 and activity booklets for free ASQ-3 and ASQ:SE-2 developmental screenings, activities by age, and two-way messaging with Help Me Grow for early child development support.
  - i. First 5 will contract with a developmental screening mobile application vendor and will include SLPL staff in appropriate trainings for implementation.
- B. Order 100 early learning kits and distribute kits directly to SLPL by May 15, 2025.
- C. Issue payment to First 5 designated vendor upon HMG and SLPL completion of early learning kits selection.
- D. Provide links to Home Activity Surveys in English, Spanish and Chinese by May 15, 2025.
- E. Translate and compile completed Home Activity Surveys completed by SLPL patrons and share results in infographic form with SLPL by June 30, 2025.
- F. 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.
- 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, fiscal 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 Juliana Sanchez, ECE Program Administrator, 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:                   Juliana Sanchez  
ECE Program Administrator, FFN (Family, Friend,  
and Neighbor)  
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 January 1, 2025 through June 30, 2025 and is subject to review at the end of the agreement year June 30, 2025.

**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: January 1, 2025 - June 30, 2025**

<b>Item #</b>	<b>Activity</b>	<b># Units</b>	<b>Price per Unit</b>	<b>Total</b>
1.	Two (2) SLPL Staff attend Brazelton Touchpoints: Strengths-Based Family Engagement in Libraries Workshop Series	2	\$ 550	\$ 1,100
2.	Early Learning equipment for Stay and Play sessions for the Main SLPL Library	1 Branch	\$ 5,000	\$ 5,000
<b>TOTAL BUDGET</b>				<b>\$ 6, 100</b>

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



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

**Contractor: San Leandro Public Library  
Contract Term: January 1, 2025 - June 30, 2025**

*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) SLPL Staff attend Brazelton Touchpoints: Strengths-Based Family Engagement in Libraries Workshop Series</li> </ul>	<b>Performance Measure 1.A.1</b> # of staff who participate in Brazelton Touchpoints: Strengths-Based Family Engagement in Libraries Workshop Series	<b>Notes</b> ECE provider professional development (PD) unduplicated count report in HIGH5	<b>Periodicity of Reporting</b> July 15, 2025
	<b>Performance Measure 1.A.2</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)	Informal Care Training evaluation survey	July 15, 2025



<b>Program Specific Result 2</b>			
Increased access for children birth to 5 years to developmental services			
<b>Funded Activity 2.A</b> <ul style="list-style-type: none"> <li>Integrate mobile application access with support from Help Me Grow into San Leandro Public Library Stay and Play Sessions Meet with Help Me Grow staff to plan and implement access to mobile application</li> <li>Conduct Help Me Grow/ mobile application vendor promotional activities at 12 library Stay and Play sessions</li> </ul>	<b>Performance Measure 2.A.1</b> Did SLPL meet with Help Me Grow staff to plan and implement mobile application access to promote developmental screening? Yes or No	<b>Notes</b> Help Me Grow Records	<b>Periodicity of Reporting</b> July 15, 2025
	<b>Performance Measure 2.A.2</b> Was mobile application material or announcement made at 12 Stay and Play sessions? Yes or No	SLPL Records	July 15, 2025

<b>Program Specific Result 3</b>			
Maintain library institutional support for early childhood programming including distribution of early learning material kits			
<b>Funded Activity 3.A</b> Host one (1) in-person mobile application distribution event by May 15, 2024.  Purchase early learning equipment to enhance Stay and Play early learning space for participants.  Distribute early learning materials (provided by First 5) to the Stay and Play Participants.	<b>Performance Measure 3.A.1</b> # of learning materials/kits distributed by age group	<b>Notes</b> Help Me Grow Records	<b>Periodicity of Reporting</b> July 15, 2025
	<b>Performance Measure 3.A.2</b> # of programming activity equipment purchased	<b>Notes</b> First 5 records	<b>Periodicity of Reporting</b> July 15, 2025

<b><i>(Funded Activity 3.A. continued)</i></b>	<b><i>Performance Measure 3.A.3</i></b> Was a learning material kits giveaway held and appropriately publicized giveaway?  Yes or No	HMG/SLPL Records	July 15, 2025
--	---	------------------	---------------

<b>Program Specific Result 4</b> Tracking of unduplicated number of clients served and client demographics			
<b>Funded Activity 4.A</b> Track and report unduplicated number of clients (children by age, parents/caregivers, and providers) served for the year	<b><i>Performance Measure 4.A.1</i></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>Notes</b> Home Activity Survey HIGH5 Client Served Reporting Module mobile application	<b><i>Periodicity of Reporting</i></b> July 15, 2025
<b>Funded Activity 4.B</b> Track and report race/ethnicity and primary language of unduplicated children and parents/caregivers and providers served for the year	<b><i>Performance Measure 4.B.1</i></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	Home activity Survey / HIGH5 Client Served Reporting Module  mobile application	July 15, 2025

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**Supporting Documents**

- Home Activity Surveys
- HIGH5 Client Served Reporting Module
- Description of Mobile application and Help Me Grow activities implemented in Stay and Play sessions
- **Library Enhancement Report** submitted by July 15, 2025. Report to include descriptions of equipment enhancements, photographs, expenditures and receipts/invoices for all expenditures.
- Mobile application participants early Learning materials kit distribution day. Description of materials purchased, and vendors contracted for giveaway. Provide receipts/invoices for materials purchased and contracted vendor. Provide photos/videos from 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]