

MEETING ADDRESS: 1303 JEFFERSON ST #100A NAPA CA 94559

AGENDA September 22, 2025 3:00 PM-5:00 PM

Agenda Item	Facilitator	
1) Call to Order	J. Cisneros	
2) Public Comment	J. Cisneros	
3) Approval of Commission Meeting Notes August 25, 2025	J. Cisneros	*ACTION
4) Commission Business - Reminder that this is our last commission meeting in the current First 5 Office. October and December meetings will be held at Child Start, Inc. New meeting location to be determined in the new year.	J. Cisneros	
5) Presentation: CRC reports on Impact grant scope of work outcomes from FY 2024-25	E. Lubensky	
6) Compliance Item: Review and possible approval of FY 2024-25 Q4 Financials	A.Walker	*ACTION
7) Impact Contract: a. Review and possible approval of MOU 501-26 with CRC in the amount of \$88,000 for IMPACT Legacy related county reimbursements	A.Walker	*ACTION



8) Executive Director Report

- Staff Updates:
 - o Katherine Van Treese, New Program Coordinator
 - Review and possible approval of <u>proposed org</u> <u>chart</u>; Manager, External Relations & Operations, and Community Steward positions
- Program Updates- Safe Seats, DPIL, & Belonging Through Books
- F5 Association Dues- Tulare County decline association membership, conversations for FY25-26 dues beginning

9) Items for next commission meeting:

- 2024-25 Audit presentation & Q1 financials
- Review and approval of FY2024-25 Annual Report

J. Cisneros

A.Walker

*ACTION

10) Announcements J. Cisneros

Next Commission Meeting: October 27,2025 from 3-5PM

GENERAL INFORMATION

First 5 Napa County regularly meets the fourth Monday of each month at 3:00 p.m. at 1303 Jefferson St Suite 100A Napa, CA 94559. Requests for disability related modifications or accommodations, aids or services, including assistive listening devices and interpreters, may be made to the office of the Clerk of the Napa County Board of Supervisors no less than 72 hours prior to the meeting date by contacting (707) 253-4580 or (707) 253-6088 (TDD). All materials relating to an agenda item which are provided to a majority or all of the members of the Commission by Commission members, staff or the public within 12 hours of but prior to the meeting will be available for public inner of such distributed to a majority or all of the members of the Commission at the meeting will be available for public inspection at the public meeting if prepared by the members of the Commission or Commission staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 7924.110, 7927.500, 7928.300, 7924.510, 7927.605, 7927.410, or 7926.205.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE COMMISSION

ON A MATTER NOT ON THE AGENDA may do so under the Public Comment portion of this agenda. Give your name, address, and your comments or questions. As required by the Government Code, no action or discussion will be undertaken on any item raised during the Public Comment period.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE COMMISSION

ON A MATTER ON THE AGENDA may do so after receiving recognition from the Chair at the time the item is considered. Introduce yourself, representing what organization (if any), and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion.

Time limitations shall be 3 minutes and/or at the discretion of the Commission Chairperson.



UPDATED MEETING DETAILS August 25, 2025 3:00 PM-5:00 PM

MEETING IN PERSON ADDRESS: 1303 Jefferson Street, Suite 100A

Commission Meeting Minutes

1. Call to Order: 3:02 pm. The following were present:

	□ Jennifer Ocon	Monica Koenig
☐ Torence Powell		
Kelsey Petithomme		Marlena Garcia-absent

Staff present:

stan present.	
Ashley Walker	

- 2. Public Comment
 - 1. No comments
- 3. Approval of Commission Minutes, J. Cisneros
 - a) Minutes for June 23, 2025

a. (Motion 1st by JO, 2nd by MK)

JC	VR	TP	JO	KP	JG	MK	JY	MG
Υ	Х	Υ	1 st	Υ	Υ	2 nd	Х	Absent

4. Commission Business

Reminder that August & September Commissions meetings will be the last meetings held in the current First 5 Office. October and December meetings will be held at Child Start, Inc. New meeting location to be determined in the new year.

- 5. Review and possible approval of contract #596-26 between Napa County Children and Families Commission and Mechele Small Haggard, evaluation services, for fiscal year 2025-26, not to exceed \$13,650.
 - a) Motion to approve contract #596-26

(Motion 1st by JG, 2nd by KP)

JC	VR	TP	JO	KP	JG	MK	JY	MG
Υ	Y	Υ	Υ	2 nd	1st	2 nd	Υ	Absent

6. Impact Contracts:

- a. Review and possible approval of MOU 589-26 with First 5 Del Norte County in the amount of \$54,100.41 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
- b. Review and possible approval of MOU 590-26 with First 5 Humboldt County in the amount of \$93,220.42 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
- c. Review and possible approval of MOU 591-26 with First 5 Sonoma County in the amount of \$258,156.62 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.

- d. Review and possible approval of MOU 592-26 with First 5 Mendocino County in the amount of \$94,347.68 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
- e. Review and possible approval of MOU 593-26 with First 5 Solano County in the amount of \$179,335.90 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
- f. Review and possible approval of MOU 594-26 with First 5 Marin County in the amount of \$211,844.33 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
- g. Review and possible approval of MOU 595-26 with Lake County Office of Education in the amount of \$138,528.09 for IMPACT Legacy related county reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
- h. Review and possible approval of MOU 597-26 with Solano County Office of Education in the amount of \$326,174.85 for IMPACT Legacy grant for HUB Regional Capacity Building related regional reimbursements following First 5 Napa County's responsibilities as Fiscal Lead Agency for HUB Region 1.
 - a) Motion to bulk approve items A-H.

(Motion 1st by KP, 2nd by JG)

JC	VR	TP	JO	KP	JG	MK	JY	MG
Υ	Υ	Υ	Υ	1 st	2 nd	Υ	Υ	Absent

- 7. Executive Director Report:
 - a. Staff Updates
 - b. Program Updates (Safe Seats, DPIL, Story Walk, Florecer,)
 - c. AdHoc committee needed to explore Sonoma F5 Funding model and lessons learned
 - i. Joelle, Jenny, Juan, Jennifer
 - d. Action Planning walk-through for FY25-26
- 8. Items for next Commission Meeting, J. Cisneros
 - a. CRC Impact report for FY24-25
 - b. CRC Impact contract for FY25-26
 - c. Q4 Financials
- 9. Announcements
 - a. Be Well mobile services vehicle from HHS—will move around county as needed to serve folks in different locations
 - b. Doula cohort of 12 has been successful; trying for a second cohort
 - c. UpValley worker owned co-op has launched "Promotoras"- opened to contract with other organizations
 - d. Child Start opening two partner sites- NCOE ELC and Vallejo ELC, and received expansion grant for Marin!
- e. Next Commission Meeting: September 22, 2025 from 3-5PM

ATTEST:	
Ashley Walker, Secretary	

Commissioners Voting Key

JC = Juan Cisneros; TP= Torrence Powell; VR = Vanessa Rubio JO = Jennifer Ocon; JY= Jennifer Yasumoto; KP = Kelsey Petithomme; JG = Joelle Gallagher; MK= Monica Koenig; MG= Marlena Garcia

Notations under Vote: A = Abstained; C = Conflict; I = ineligible to vote (not sworn in)

Y = Vote in Approval; N = Vote Against

Absent = Commissioner Absent

X = arrived after or left before vote

First 5 Financials Fiscal Year 2024-25 As of June 30, 2025

As of Ju	ne 30, 2025							
		Total Fund	Prop 10		Home Visitation	Quality C	ounts	Total Fund
		2024.25	Prog/Eval 2024-25	Admin 2024-25	2024.25	Impact Leagcy 2024-25	QCCBG	2024.25
		2024-25 Budget	Actuals	Actuals	2024-25 Actuals	Actuals	2024-25 Actuals	2024-25 Actuals
Revenues		Budget	71000015	71000015	71000015	71000013	71000015	71000015
45100	Interest Income	5,000	\$ 12,356	\$ 12,355	\$ -	\$ -	\$ -	\$ 24,711
43605	State: Children & Families First (Prop 10)	664,797	528,579	132,145	-	-	-	660,724
43790	State: SMIF	-	4,793	-	-	-	-	4,793
43790	State: Impact Legacy	1,970,680	-	-	-	1,783,969	-	1,783,969
43790	State: Impact Legacy through SCOE	-	-	-	-	37,211	-	37,211
43790	State: HV Coordination Grant	56,926		-	64,752	-	-	64,752
43790	State: Other	-	10,991	-	-	-	-	10,991
46800	Charges for Services Other Grants	5,000	- 5,729	-	-	-	-	- 5,729
47150 47500	Donations and Contributions	3,000	10,200	-	-	_	-	10,200
47900	Miscellaneous	_	97	_	_	_	_	97
Total Reven		2,702,403		\$ 144,500	\$ 64,752	\$ 1,821,180	\$ -	\$ 2,603,177
		_,,,,,,,,	-	+ 1,000	+ 0.7.02	+ -//		+ =,555,=11
Expenditure	s							
51100	Salaries/Benes - All	437,333	\$ 242,397	\$ 119,389	\$ 13,926	\$ 38,917	\$ -	\$ 414,629
52125	Accounting and Auditing Services	30,000	-	27,008	-	-	-	27,008
52140	Legal Services	4,000	-	2,625	-	-	-	2,625
52305	Training Services	10,850	-	-	-	-	-	-
52310	Consulting Services	265,558	83,037	-	-	10,000	-	93,037
52320	Interpreting Services	3,000	2,319	-	-	-	-	2,319
52345	Janitorial Services	1,500	-	2,100	-	-	-	2,100
52490	Other Professional Services	28,500	2 402	9,999	-	-	-	9,999
52600 52605	Rents/Leases - Equipment Rents/Leases - Building & Improvements	6,000 58,800	2,492 29,395	2,491 29,395	-	-	-	4,983 58,790
52705	Insurance - Premiums	16,800	7,800	7,800	_	_	-	15,600
52800	Communications	4,500	2,103	2,104	_	_	_	4,207
52810	Advertising/Marketing	2,000	1,695	2,104	_	_	_	1,695
52830	Publications/Legal Notices	250	140	_	_	_	_	140
52900	Training/Conference Expenses	5,000	3,978	_	3,297	_	_	7,275
52905	Business Travel/Mileage	3,500	-	370	-	-	-	370
53100	Office Supplies	2,500	1,378	1,378	-	-	-	2,756
53105	Office Expenses-Furn & Fixture	3,000	220	220	-	-	-	440
53110	Freight/Postage	100	-	14	-	-	-	14
53115	Books/Media/Periodicals/Subcr	60	-	-	-	-	-	-
53120	Memberships/Certifications	8,500	3,063	3,062	-	-	-	6,125
53410	Computer Equipment/Accessories	2,500	876	876	-	-	-	1,752
53415	Computer Software/Licensing Fees	6,600	3,162	3,162	-	-	-	6,324
53600	Special Department Expense	12,750	6,092	_	-	6,000	-	12,092
53650	Business Related Meals & Supplies	4,000	1,086	_	_	_	_	1,086
54700	Bad Debt Expense	-	_,	222				222
54805	Commmunity Grants: Prop 10	12,000	16,900	-	-	-	-	16,900
54805	Community Grants: Impact Legacy	1,791,981	-	-	-	1,729,052	-	1,729,052
54805	Community Grants: Impact Legacy through SCOE	-	-	-	-	37,211	-	37,211
54805	Community Grants: HV Coordination Grant	75,000	27,471	-	47,529	-	-	75,000
Total Expen	ditures	2,796,582	\$ 435,604	\$ 212,215	\$ 64,752	\$ 1,821,180	\$ -	\$ 2,533,751
	FY24 revenues received in current year	-	2,777	-	-	582,767	-	585,544
Net Surplus (Deficit)		(94,179)	\$ 139,919	(67,715)	\$ -	\$ 582,767	\$ -	\$ 654,971
	Prop 10 intrafund transfers		\$ 347,771		\$ 38,921	\$ (236,869)	\$ (149,823)	\$ -
	Beginning Fund Balance	608,294	\$ 1,070,031	\$ (536,892)	\$ (38,921)	\$ (345,898)	\$ 149,823	\$ 298,143
	Surplus/(Deficit) current Year	(94,179)	139,919	(67,715)	_	582,767	-	654,971
	Ending Fund Balance	514,115	\$ 1,557,721	\$ (604,607)	\$ -	\$ -	\$ -	\$ 953,114

Percent of admin calculation:

Current

Total Admin \$ 212,215
Total Expenditures \$ 2,533,751
Percentage of admin 8%
Without Impact Legacy- Napa Lead

Total Admin \$ 212,215
Total Expenditures \$ 804,699
Percentage of admin 26%

		Total Fund	Total Fund	Total Fund	_ 1	otal Fund	Variance	
		2024-25	2024-25	2024-25		2024-25	2024-25	
		Adopted Budget	Budget Adjustments	Revised Budget		Actuals	Budget vs Actuals	
Revenues								
45100	Interest Income	\$ 5,000		\$ 5,000	\$	24,711	\$ 19,711	494%
43605	State: Children & Families First (Prop 10)	664,797		664,797	\$	660,724	(4,073)	99%
43790	State: Impact Legacy	1,543,369	427,311	1,970,680	\$	1,783,969	(186,711)	91%
43790	State: Impact Legacy through SCOE	-		-	\$	37,211	37,211	100%
43790	State: HV Coordination Grant	56,926		56,926	\$	64,752	7,826	114%
43790	State: Other	-		-	\$	10,991	10,991	100%
47150	Other Grants	5,000		5,000	\$	5,729	729	115%
47500	Donations and Contributions	-		-	\$	10,200	10,200	100%
47900	Miscellaneous	-		-	\$	97	97	100%
Total Reven	ues	\$ 2,275,092	\$ 427,311	\$ 2,702,403	\$	2,603,177	\$ (99,226)	96%
Expenditure	es							
51100	Salaries/Benes - All	\$ 437,333		\$ 437,333	\$	414,629	\$ 22,704	95%
52125	Accounting and Auditing Services	30,000		30,000	\$	27,008	2,992	90%
52140	Legal Services	4,000		4,000	\$	2,625	1,375	66%
52305	Training Services	10,850		10,850	\$	-	10,850	0%
52310	Consulting Services	255,458	10,100	265,558	\$	93,037	172,521	35%
52320	Interpreting Services	3,000		3,000	\$	2,319	681	77%
52345	Janitorial Services	1,500		1,500	\$	2,100	(600)	140%
52490	Other Professional Services	28,500		28,500	\$	9,999	18,501	35%
52600	Rents/Leases - Equipment	6,000		6,000	\$	4,983	1,017	83%
52605	Rents/Leases - Building & Improvements	58,800		58,800	\$	58,790	10	100%
52705	Insurance - Premiums	16,800		16,800	\$	15,600	1,200	93%
52800	Communications	4,500		4,500	\$	4,207	293	93%
52810	Advertising/Marketing	2,000		2,000	\$	1,695	305	85%
52830	Publications/Legal Notices	250		250	\$	140	110	56%
52900	Training/Conference Expenses	5,000		5,000	\$	7,275	(2,275)	146%
52905	Business Travel/Mileage	3,500		3,500	\$	370	3,130	11%
53100	Office Supplies	2,500		2,500	\$	2,756	(256)	110%
53105	Office Supplies-Furn & Fixture	3,000		3,000	\$	440	2,560	15%
53110	Freight/Postage	100		100	\$	14	86	14%
53115	Books/Media/Periodicals/Subcr	60		60	\$	-	60	0%
53120	Memberships/Certifications	8,500		8,500	\$	6,125	2,376	72%
53410	Computer Equipment/Accessories	2,500		2,500	\$	1,752	748	70%
53415	Computer Software/Licensing Fees	6,600		6,600	\$	6,324	276	96%
53600	Special Department Expense	12,750		12,750	\$	12,092	658	95%
53635	Service Awards	-		-	\$	-	-	0%
53650	Business Related Meals & Supplies	4,000		4,000	\$	1,086	2,914	27%
54700	Bad Debt Expense	-			\$	222	(222)	100%
54805	Community Grants: Prop 10	12,000		12,000	\$	16,900	(4,900)	141%
54805	Community Grants: Impact Legacy	1,374,770	417,211	1,791,981	\$	1,729,052	62,929	96%
54805	Community Grants: Impact Legacy through SCOE	75.000		-	\$	37,211	(37,211)	100%
54805	Community Grants: HV Coordination Grant	75,000	4 407.044	75,000	\$	75,000	-	100%
Total Expen		\$ 2,369,271	\$ 427,311		\$	2,533,751	\$ 262,831	91%
	FY24 revenues received in current year			\$ -	\$	585,544		
Net Surplus		\$ (94,179)	\$ -	\$ (94,179)	\$	654,971		
	Beginning Fund Balance			\$ 608,294	\$	298,143		
	Surplus/(Deficit) current year			\$ (94,179)	\$	654,971		
	Ending Fund Balance			\$ 514,115	\$	953,114		
	•			Г				
				Cash Balance	\$	814,742		



A Commitment to Service

1195 Third Street · Room B10 Napa, CA 94559 www.countyofnapa.org

> Main: (707) 253-4551 Fax: (707) 226-9065

> > Tracy A. Schulze Auditor-Controller

Date: September 18, 2025

To: **Executive Director and Commissioners**

First 5 Napa County - Napa County Children and Families Commission

From: Georgina Panganiban on behalf of Tracy A. Schulze, Auditor-Controller

RE: First 5 Financial Highlights Through June 2025 (Pre-Audit)

Preliminary Fiscal Year 2024-25 Financial Report (through June 2025)

Attached is the financial report covering the period of July 1, 2024 – June 30, 2025 (Pre-audit)

- ✓ The cash balance as of June 30, 2025, is \$814,742. This is a healthy balance to maintain for cash flow going into the 1st quarter of fiscal year 2025-26. Current year revenues are slow to come in as we are dependent on when the State releases payments.
- As stated above, due to the timing of payment of State Prop 10 revenues, June was not received before June 30th, but is recognized as revenue and accrued as a receivable. The total shown of \$660,724 includes 11 months of actual Prop 10 receipts, the June estimate, a May adjustment, as well as funds received for Prop 56. The May adjustment is a reduction of \$56,005 due to paying back an overpayment from the State.
- As this is the final quarter of the year, the targeted goal is 100% of the annual budget. The report shows a "bottom line" effect of financial activity recorded year-to-date and in comparison, with budget. Total expenditure comes to 91%, below target. This is primarily due to lower than budgeted expenditures in the areas of Consulting Services and Other Professional Services. Revenues, before deferrals, are reflecting 96%, close to target. Impact Legacy claim for 4th quarter was submitted and accepted by the State on or before August 15th. It is possible the claim amount of \$778,454, may be received before September 30th, which for financial reporting purposes, is our revenue recognition period deadline. If the payment is not received by September 30th, this amount would be deferred on our financial statements to the following fiscal year.
- We have expanded the administration percentage calculation. The first calculation shows the percentage using current actuals. The second calculation shows the percentage not including Impact Legacy expenses passed onto the partners. This second calculation percentage of 26% exceeds the policy amount of 22% (Resolution 2018-01).
- Closing out the fiscal year, the fund balance is healthy at \$953,114. However, with the deferral of the 4th qtr. Impact Legacy revenues as stated above, the fund balance would drop under \$175,000. The cash balance will remain strong as we conservatively recommended to accrue the expense and not pay the partners, until the revenues are received.

Annual Financial Audit

The fiscal year 2024-25 audit is currently underway and being conducted by Brown Armstrong. Along with the financials presented, the audit will also contain liabilities for the office lease, copier lease and increased compensated absences. The audit will be presented to the Commission next month.

Programs/Contracts

- ✓ <u>Impact Legacy</u> Grant amount for fiscal year 2024-25 was \$1,818,504. Amount spent and claimed for the year totaled \$1,783,969, leaving \$34,535 of unused grant monies. This amount will not rollover into the next fiscal year.
- ✓ <u>Home Visitation Technical Assistance</u> Grant amount for fiscal year 2024-25 was \$85,885. Amount spent and claimed for the year totaled \$64,752, leaving \$21,133 of unused funds. Expenses offset by these funds include \$13,926 of salaries and \$3,297 of training and conferences. This grant expired at the end of the fiscal year.
- ✓ Contract with Solano County Office of Education (SCOE) Total allocated to First 5 Napa \$37,211. Total expended and claimed \$37,211, paid to Community Resources for Children. This is 100% funded through SCOE Impact Legacy funds.
- ✓ <u>Florecer</u> Total program expenses for the fiscal year totaled \$24,599, funded through 100% of Prop 10 funds.
- ✓ <u>Rainbow Family League</u> Total program expenses for the fiscal year totaled \$18,738. \$16,000 of this amount was funded by Impact Legacy funds, the remainder funded by Prop 10 funds.
- ✓ <u>Contract with Community Resources for Children</u> Total approved and paid out was \$101,500, 100% funded by Impact Legacy funds.
- ✓ <u>Contract with Napa Valley Community Foundation</u> Total approved and paid out was \$30,000. Of this amount, \$24,100 was funded by Impact Legacy funds, with the remainder funded by Prop 10 funds.

Requested Action:

Approve the pre-audited fiscal year 2024-25 financial report through June 2025.



THIS AGREEMENT is made and entered into as of this September 22, 2025, by and between First 5 Napa County Children and Families Commission, hereinafter referred to as "COMMISSION", and, **Community Resources for Children** whose business address is **3299 Claremont Way, Suite 1, Napa, CA 94558** hereinafter referred to as "CONSULTANT"

RECITALS

WHEREAS, "Quality Counts" is a program funded jointly by First 5 California and the California Department of Education

WHEREAS, on December 28, 2015 the COMMISSION adopted the Phase 2 First 5 IMPACT High Quality Action Plan to implement the program known as "Quality Counts", and

WHEREAS, on September 1, 2017 the COMMISSION and CONTRACTOR entered into Agreement #513-18 awarding funding from First 5 California and the California Department of Education to CONTRACTOR for the "Quality Counts" program; and

WHEREAS, effective July 1, 2020 the COMMISSION received funding from a new combined contract with First 5 California and the California Department of Education under the Quality Counts California Local Consortia and Partnership Grant (Quality Counts Grant); and

WHEREAS, the COMMISSION wishes to award funding received under the Quality Counts Grant to CONTRACTOR for the Scope of Work outlined in EXHIBIT A; and

WHEREAS, COMMISSION has budgeted the expenditure of, and CONTRACTOR is willing to accept and utilize funding provided to the COMMISSION by First 5 California and the California Department of Education for such purpose under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, said Commission and said Consultant for the considerations hereinafter set forth, mutually agree as follows:

1. <u>SCOPE OF WORK.</u> CONSULTANT shall perform those services in the "Scope of Work" attached as Exhibit "A"



2. COMPENSATION.

<u>a.</u> COMMISSION authorizes and directs the Napa County Auditor-Controller to issue and deliver to CONTRACTOR payments according to the following schedule (see below):

PAYMENT SCHEDULE							
	Payment	Payment Month					
1 st Payment	\$22,000	September, 2025					
2 nd Payment	\$22,000	December, 2025					
3 rd Payment	\$22,000	March, 2026					
4 th Payment*	\$22,000	June, 2026					
Total Grant	\$88,000						

^{*}after confirmation of completion and compliance with terms of contract are ensured.

The above payments shall be COMMISSION warrants drawn on those COMMISSION trust fund monies previously budgeted for this purpose in the COMMISSION's fiscal year 2025-2026 budget.

- <u>b.</u> No action or representation by COMMISSION has been made, or shall be construed by CONTRACTOR as evidence that COMMISSION shall provide any monies for the support of the ongoing activities of CONTRACTOR other than the project or for support of the project in any amount in excess of the amount specified in subparagraph (a) above.
- c. The COMMISSION makes the payments described in this paragraph with funds received from the First 5 California Children and Families Commission. The funds received by the First 5 California Children and Families Commission are controlled by First 5 California and the California Department of Education. It is possible that during the term of this Agreement, the COMMISSION will not receive sufficient funding from the First 5 California Children and Families Commission to make each of the payments required by this paragraph. CONTRACTOR acknowledges and agrees that the COMMISSION may reduce the payments made pursuant to this paragraph proportionately to the proportionate reduction of funds received by the COMMISSION from the First 5 California or the California Department of Education.
- **3. TERM.** The term of this Agreement shall begin July 1, 2025 and end June 30, 2026 or the completion of the work contemplated by this Agreement, whichever is earlier, unless terminated earlier as provided herein.
- **4. NOTICES.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid,



return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

To: Commission

Ashley Walker
Executive Director
First 5 Children & Families Commission
1300 First Street #368
Napa, CA 94559

To: Consultant

Erika Lubensky Executive Director Community Resources for Children 3299 Claremont Way Suite 1 Napa, CA 94558

5. AMENDMENT OF SCOPE OF WORK. Commission shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Consultant to secure Commission's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum merit, etc. for work done without the appropriate Commission authorization.

6. COMMISSION'S RIGHT TO TERMINATE/SUSPENDCONTRACT. At any time and for any or no reason, Commission shall have the right to terminate this Agreement, take possession of the Consultant's work, e.g., studies, preliminary drawings, computations, specifications, etc., insofar as they are complete and acceptable to the Commission and use the same, and pay the Consultant any sum due and owing for work satisfactorily performed prior to the termination of the Agreement.

Notwithstanding the above, Consultant shall not be relieved from liability to Commission for damages sustained by virtue of any breach of this Agreement by Consultant, whether or not the Agreement was terminated for convenience or cause, and Commission may withhold payments



not yet made to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due Commission from Consultant is determined. If Commission terminates this contract for reasons other than performance prior to the completion of the consulting engagement, Commission shall compensate Consultant what is due for work already performed and any outstanding expenses at the time of termination.

- **7. CORRECTION OF WORK.** The performance of services or acceptance of information furnished by CONSULTANT shall not relieve the Consultant from obligation to correct any inaccurate or incomplete work subsequently discovered and all such work shall be remedied by the Consultant on demand without cost to the Commission.
- **8. DELAYS AND EXTENSIONS.** Time is of the essence concerning performance of this Agreement; however, the Consultant will be granted time extensions for delays beyond the Consultant's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Consultant and the Commission.
- **9.RECORDS OF PERFORMANCE.** Consultant shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by the Commission during the agreement period and for a period of three (3) years from the date of final payment.
- **10. SUBCONTRACTING.** Some of the services covered by this contract shall be subcontracted to others as deemed necessary to complete the project and assigned by CONSULTANT and after approval by the COMMISSION Executive Director.
- 11. INDEMNIFICATION. To the full extent permitted by law, CONSULTANT shall indemnify, hold harmless, release and defend COMMISSION, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including CONSULTANT, in whole or in part, arising out of CONSULTANT's activities hereunder, including the activities of other persons employed or utilized by CONSULTANT in the performance of this Agreement (including design defects and regardless of COMMISSION's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the sole negligence or willful misconduct of COMMISSION. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONSULTANT under Worker's Compensation, disability or other employee benefit acts or



the terms, applicability or limitations of any insurance held or provided by CONSULTANT and shall continue to bind the parties after termination/completion of this Agreement.

12. INSURANCE. Without limiting CONSULTANT's indemnification provided herein, CONSULTANT shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers (if other than the State Compensation Fund) with a current A.M. Best's rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONSULTANT, its agents, employees or subcontractors:

- A. <u>General Liability Insurance.</u> CONSULTANT shall obtain and maintain in full force and effect during the term of this Agreement a general liability insurance policy (personal injury and property damage) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or
- B. <u>Workers' Compensation Insurance.</u> CONTRACTOR shall provide, to the extent required by law, workers' compensation insurance in the performance of any of CONTRACTOR's duties under this Agreement; including but not limited to, workers' compensation and disability, and shall provide COMMISSION with certification of all such coverages upon request by COMMISSION.
- C. Comprehensive Automobile Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement, a comprehensive automobile liability insurance policy (bodily injury and property damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business activities under this Agreement of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per occurrence.
- D. <u>Proof of Insurance.</u> All insurance coverages referenced in subparagraphs A, Band C above shall be evidenced by a Certificate of Coverage which shall be filed with the Secretary of the COMMISSION prior to the date hereof, shall name COMMISSION, its officers, employees, and agents as additional insureds, shall be kept current during the term of this Agreement and shall provide that COMMISSION shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, or



- other termination. If the foregoing insurance requirements are satisfied in whole or in part by qualified self-insurance, certification thereof shall be provided to COMMISSION showing the limits of the self-insurance.
- E. <u>Deductibles/Retentions</u>. Any deductibles or self-insured retentions shall be declared to, and be approved by, COMMISSION. At the option of and upon request by COMMISSION, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COMMISSION, its officers, employees and agents or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- 13. STANDARD OF CARE. COMMISSION relies upon the professional ability of CONSULTANT and representations regarding the type of work to be performed as a material inducement to entering into this Agreement. CONSULTANT shall perform the professional services hereunder in accordance with the highest professional standards.
- **14. CONFLICT OF INTEREST.** CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- **15. STATEMENT OF ECONOMIC INTEREST.** If COMMISSION determines CONSULTANT comes within the definition of CONSULTANT under the Political Reform Act (Government Code §87100), CONSULTANT shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the COMMISSION of Napa disclosing CONSULTANT and/or such other person's financial interests.
- **16. MERGER.** This Agreement shall constitute the entire Agreement between the parties and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. No modification of this Agreement shall be effective unless and until evidence by a writing is signed by both parties.
- 17. DEFAULT. If CONSULTANT should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, COMMISSION may terminate this Agreement by giving CONSULTANT written notice of such termination, stating the reason for such termination. In such event, CONSULTANT shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as



the services satisfactorily rendered hereunder by CONSULTANT bear to the total services otherwise required to be performed for such total fee; provided, however, that the COMMISSION may withhold payments not yet made to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due COMMISSION from CONSULTANT is determined.

18. ATTORNEY FEES. APPLICABLE LAW AND FORUM. In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Napa.

19. INDEPENDENT CONTRACTOR. The parties intend that CONSULTANT, in performing the services specified herein, shall act as an independent contractor, and shall have control of the work and the manner in which it is performed. CONSULTANT is not to be considered an agent or employee of the COMMISSION and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COMMISSION provides its employees. In the event COMMISSION exercises its right to terminate this Agreement, CONSULTANT expressly agrees that he/she shall have neither recourse nor right of appeal under rules, regulations, ordinances, or laws applicable to employees.

20. TAXES. CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold the COMMISSION harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONSULTANT's failure to pay, when due, all such taxes and obligations.

21. EMPLOYMENT PRACTICES. CONSULTANT shall not discriminate in its performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, national origin,



or other prohibited grounds.

22.COMPLIANCE WITH LAW.

- A. CONSULTANT shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the CONSULTANT and his/her work hereunder and shall ensure that all subcontractors do the same.
- B. CONSULTANT agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONSULTANT performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONSULTANT shall make the required documentation available upon request to COMMISSION for inspection.

23. TITLE TO DOCUMENTS. Title to all plans, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement, including the unlimited license to use the same for completion and maintenance of the project described in this Agreement, shall be vested in the Commission, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the Commission. Basic notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the Commission without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed, or generated in any way through this Agreement without the written permission of Commission during the term of this Agreement or until ninety (90) days after receipt of final payment from Commission.

24. INTERPRETATION. Notwithstanding the fact that one or more provisions of this Agreement may have been drafted by one of the parties to this Agreement, such provisions shall be interpreted as though they were a product of a joint drafting effort, and no provisions shall be interpreted against a party on the ground that said party was solely or



primarily responsible for drafting the language to be interpreted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

NAPA COUNTY CHILDREN AND FAMILIES COMMISSION	CONSULTANT COMMUNITY RESOURCES FOR CHILDREN
By	Ву
Juan Cisneros, Chairperson "COMMISSION"	Erika Lubensky, Executive Director
ATTEST:	
By	
Ashley Walker	
Secretary of the Commission	

COMMUNITY RESOURCES FOR CHILDREN

EXHIBIT A

Quality Counts: Results for 2024-2025 and Plan for 2025-2026

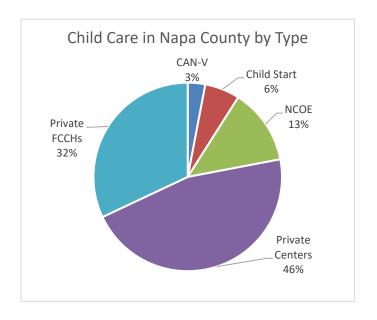
Child Care Capacity in Napa County as of September 2025

As illustrated in the chart below, private child care represents 78% of all licensed child care slots available in Napa County.

Quality Counts serves private centers and home based child care. QC also engages friends, family and neighbors (FFNs) which is utilized by 78% of parents of children under 3 years old across the State of California.

Percent of Total Capacity				
CAN-V	3%			
Child Start	6%			
NCOE	13%			
Private Centers	46%			
Private FCCHs	32%			
Grand Total	100%			

Capacity (Slots)		
CAN-V	92	
Child Start	174	
NCOE	390	
Private Centers	1394	
Private FCCHs	962	
Grand Total	3012	



Last year, there were 3,098 child care slots in Napa County, a net loss of 86 child care slots. This includes a drop in center capacity of 184 (public + private) and a gain of 98 slots in home based child care.

COMMUNITY RESOURCES FOR CHILDREN

The following details the implementation of Quality Counts and how the program enhances the quality of the early care and education of our community.

	Program Results FY 2024-2025	Program Plan for FY 2025-2026
Number of Participating Sites	Participants: 41 sites (vs. Goal of 39) 8 Private Centers, 22 Family Child Care Homes, 4 FFNs and 7 Alternative Sites	Participation Targets: 36 sites Provide outreach and engagement to priority populations to recruit Quality Counts participants. We anticipate working with: 7 Private Centers, 21 Family Child Care Homes, 2 FFNs and 6 Alternative Sites
Number of Children Served	Licensed Care Setting & FFN setting: 521	TBD
Participation Incentives/Stipends for providers	Funding was not available in the local QC grants to support stipends. CRC was able to provide participation stipends through a combination of private funds and HUB funding.	Due to declining funding, no budget is allocated to stipends.
Professional Development Opportunities	CRC offered 20+ professional development opportunities (71+ hours): • 3 Wellness Groups "Yo Me Cuido" • 2 Cafecitos (provider support groups modeled after Parent Cafes) • Workshops: Visual support teaching skills, Taxes and Recordkeeping, Insurance Coverage, Felt stories, Trauma-Informed Care for families and child care providers (2 modules, English & Spanish) • Playgroups for Families & Caregivers (including FFNs) • 8 Directors' Roundtables/Community of Practices	The following workshops will be offered this fiscal year: • 3 Workshops (Loose Parts, Trauma-Informed Care, Working with Children with Special Needs) • 6 Cafecito's (learning community & support groups; TIC) • Sustaining a business & fundamentals of managing a business - 2 Cohorts of 15 child care providers that go through a series of 9 classes plus orientation and graduation • 4 Roundtables for Center Directors

COMMUNITY RESOURCES FOR CHILDREN

	Program Results FY 2024-2025	Program Plan for FY 2025-2026
Coaching	1:1 coaching available in-person at child care sites and virtually. Each participating provider received an onsite visit as well as ongoing support to reach their goals.	1:1 coaching will continue to be available in-person at child care sites and virtually.
	Examples of supports requested include developing age-appropriate activities, recordkeeping, establishing routines, conducting developmental screenings, enforcing program policies, implementing anti-bias curriculum, and working with infants/toddlers.	
Ages and Stages Questionnaire (ASQ-3 and ASQ:SE)	ASQ screenings completed: 92 Screenings were offered to child care providers, parents/caregivers in our community.	CRC will continue to offer ongoing ASQ screenings, as requested by child care providers and parents/caregivers in our community.
Data Systems and Reporting	Required data entered into Hubbe to meet State reporting requirements (including the Common Data File). All CRC professional development opportunities recorded in the CA ECE Workforce Registry and participant information updated. Support the completion of QC Annual Survey	Ensure required data is collected, entered, and updated in Hubbe, ECE Workforce Registry. Support completion of the annual performance report as needed and administer the annual provider survey
Regional 1 HUB	Attended HUB lead and partner meetings. Tracked local HUB Budget and requested reimbursements as necessary.	Attend HUB lead and partner meetings. Track local HUB Budget and request reimbursements as necessary.

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