

REQUEST FOR PROPOSALS

General Mini-Grants

(July 1, 2023 through June 30, 2024)



February 2023

I. INTRODUCTION AND OVERVIEW

The purpose of First 5 Merced County's Mini-Grants program is to provide (Proposition 10) funding for **one-year** grants and encourage community participation and development of projects that address First 5 Merced County's vision and mission.

Vision Statement

All children in Merced County will thrive in supportive, loving and nurturing environments and enter school healthy and ready to learn.

Mission Statement

To provide for the optimal physical, social, emotional and intellectual growth of young children in Merced County.

Guiding Principles

- Practicing wise stewardship and maintaining accountability.
- Being transparent about funding decisions and expectations.
- Respecting the diversity, strength, uniqueness, and potential of all children, families and communities.
- Promoting sustainable change by investing in long-term policy, institutional, funding, and systemic changes that extend First 5 reach and impact.
- Soliciting and listening to the ideas of stakeholders and others and encouraging an open dialogue.
- Establishing partnerships and collaborations with similar mission-driven organizations to facilitate programs and services.
- Investing in systems-level changes to promote cultural equity and sustainability, while allowing for program innovation.
- Improving evidence-based programs and practices based on solid evaluation.

Awards of up to \$10,000.00 are available through an application process to support local, community-driven projects that benefit children ages 0-5 years and their families in Merced County.

II. MINI-GRANT ELIGIBILITY AND APPLICATION REQUIREMENTS

A. Applicant Eligibility Criteria

Applications will be accepted from:

- Non-profit agencies or organizations
- Private/for-profit businesses or corporations
- Community groups

- Governmental units
- Qualified individuals
- Local Education Agencies (LEA)

Applicants that do not meet the requirements for contracting with First 5 Merced County may be required to work with a fiscal agent (please contact First 5 Merced if you need assistance identifying qualified fiscal agent).

Family childcare providers, preschools and IMPACT participants are NOT eligible. Please contact First 5 Merced County for opportunities available to family childcare providers and preschools.

B. Eligible Activities

First 5 Merced County is funded by California Proposition 10 passed in 1998. Proposition 10 legislation mandates that funding is used to serve pregnant mothers, children 0 through 5, their parents, or caregivers. Proposed projects should be short-term service efforts, and/or activities with goals to improve the well-being of children 0-5 years and their families.

Funding requests that are eligible for consideration include, but are not limited to:

- Development of training programs
- Outreach to increase access to resources available for young children and their families
- Development of cross-system policies and procedures to improve service delivery
- Purchase of educational materials and supplies
- Enhance service delivery of current programs
- Development of a new program
- Research, needs assessments or pilot projects
- Targeted outreach to increase participation in existing programs
- Community education campaign

Examples of funding requests that are NOT eligible include, but are not limited to:

- Requests supporting family child care providers/preschools
- Requests supporting providers or centers participating in the First 5 IMPACT initiative
- Activities supported financially by First 5 funding through any other First 5 funding mechanism
- Purchasing equipment or upgrading preschool playground
- Giving away free groceries to needy families
- Fundraising
- Starting a new preschool/child care facility

- Ongoing expenses, including ongoing salaried staffing costs or operational expenses, salaries to support supplemental services are ok.
- Capital project or improvements (defined as any improvements to one's property such as construction, additions, alterations and/or modifications that may increase the value of that property.)

Eligible applicants are limited to one Mini-Grant per fiscal year (July 1 through June 30). While eligible applicants can apply for additional Mini-Grants in future years of the First 5 Merced County Strategic Plan 2020-2025. First 5 Merced Staff will determine eligibility, for clarification please contact First 5 Merced at first5@countyofmerced.com.

Program activities must take place during the 2023-24 fiscal year (July 1, 2023 – June 30, 2024).

C. Availability of Funds

The First 5 General Mini-Grants Program will provide one-time funding up to \$10,000.00 depending upon the scope of the proposed project. The Commission plans to award approximately \$100,000 in mini-grants for fiscal year 2023-24. Qualified applicants may only receive one mini-grant per fiscal year.

Funds may not be used to supplant state or local money or to fund existing levels of service.

Funds awarded through this funding mechanism must be expended by June 30, 2024.

D. Application Requirements

To apply for a General Mini-Grant, review and complete all of the documents listed below. The application will be submitted through the web-portal below, you will not be able to save and return to your application. Please make sure you have all the required documents complete before starting your application in the web portal.

A complete application packet must be submitted online at:

<https://a114508.socialsolutionsportal.com/apricot-intake/27800a33-49ef-4038-b73b-9edfa1fa9c76>

Note: Applicants will not be able to stop and return to their application, applications must be complete in a single session.

Applications will need to upload the forms listed below, these forms can be downloaded online at: <https://app.box.com/s/6meynrj7qjqt6v03w57fwlv1wzu39t7a>

- Budget Template
- Action Plan Template

- SAMPLE** Policy on Tobacco Free Environment
- Documentation of Tax Exempt Status (if applicable)
- Copy of Business License (if applicable)

If you lack access or ability to apply online, please contact First 5 Merced County staff at first5@countyofmerced.com or (209) 385-7337.

E. Submission

Applications are due: Friday, April 28, 2023, 5:00 P.M.

A complete application packet must be submitted through the Web-Portal before 5:00 PM on the deadline. Packets, regardless of postmark or circumstance, received after the submission deadline will not be considered.

Submit an original of the complete packet to through the Web-portal:

<https://a114508.socialsolutionsportal.com/apricot-intake/27800a33-49ef-4038-b73b-9edfa1fa9c76>

If all funds are not expended during the initial review, additional Mini-Grant applications will be accepted on a continuous basis and are considered in the order received throughout the year until allocated funds are exhausted. First 5 Merced County staff will review Mini-Grant Applications and present qualified applications to the First 5 Merced Commission at a future Commission Meeting.

F. Application Review and Selection

All application packets submitted timely will first be subject to technical review to ensure that the proposal meets the requirements from Section D of this document. Proposals will then be scored by a panel of Staff, First 5 Merced Commissioners and Community Stakeholders. Once scoring is complete proposals scoring over 70 will be forwarded to the First 5 Merced County Commission for final consideration.

A total of 100 points may be awarded, according to the following criteria:

- 1. Organizational Capacity** – Applicant is qualified to implement project and achieve stated objectives. (20 points)
- 2. Project Plan/Action Plan** – Project Plan is clear with a realistic timeline; project activities are well-defined and technically feasible, and/or within eligibility criteria described in the application. (20 points)
- 3. Benefiting Children and Their Families** - Applicant describes the overall need of the target population and the project serves children 0-5 and their families. (20 points)
- 4. Outcomes/Impact** - Objectives are clearly stated, specific, realistic, measurable, and consistent with First 5 Merced County's vision, mission and

guiding principals. At least one measureable outcome must be identified and the data source identified (i.e. pre-test/post-test). (25 points)

- 5. Financial Viability** - Applicant demonstrates other sources of funding or in-kind support for the project, provides a sound budget, and clearly states how Commission funding is supporting, not completely funding, the proposed project/event. To receive maximum points a 1:1 match needs to be documented on the budget. (15 points)

If the Review Committee scores the proposal at 70 or above, the applicant will be requested to attend a Commission meeting if further clarification or questions about the proposal.

The Commission may waive any immaterial deviation or defect in an application. Any waiver of an immaterial deviation or defect by the Commission shall in no way modify this General Mini-Grants Program Guidelines and Application document, or relieve the successful applicant from full compliance with the grant terms in the Agreement if a grant is awarded.

Applications may be recommended for full or partial funding.

G. Notification

Applicants will be notified of the decision to award funds (or not) for submitted applications within ten (10) days of Commission action. The Commission reserves the right to reject any and all applications and to waive informalities and irregularities.

H. Appeals Process

Applicants that are not accepted for funding may appeal the Commission's decision in writing. The Executive Director must receive written appeals within 15 days from the date of the Commission's vote. Appeals will only be accepted based on a violation of law, rule, regulation, or terms of this document. Mere disagreement with the decision of the Commission is not grounds for appeal. The Commission is the sole and final authority regarding the approval or disapproval of applications and the conditions under which they are funded. The Commission will review accepted appeals at the next regularly scheduled Commission meeting.

All appeals must be made in writing, dated, signed by the applicant or an individual authorized to sign contracts on behalf of the protesting Applicant, and contain a statement of the reason(s) for protest; citing the law(s), rule(s), and regulation(s) on which the protest is based. Such appeals may be sent either by U.S. mail, postage paid, or hand delivered to:

First 5 Merced County
ATTN: Executive Director
260 E. 15th Street

Merced, CA 95341

III. EXPECTATIONS FOR SUCCESSFUL APPLICANTS

A. Award of Contract

Upon approval of funding by the Commission, the successful applicant organization or entity will be required to enter into a performance based contractual agreement with First 5 Merced County. Program activities must occur in fiscal year 2023-24 (July 1, 2023 – June 30, 2024).

B. Marketing and Development

Any marketing materials (flyers, posters, signs, etc.) for First 5 funded events/activities shall include attribution to First 5 Merced County in the form of an attribution statement and/or official logo (both provided upon funding approval). Organizations are required to submit copies of all marketing materials to First 5 **at least 10 days prior** to distribution to the public. Notification of media events shall be shared with First 5 **prior** to recording. Submissions of photos for project activities and/or events are required 10 days after the event.

Recipients of funding under this project will be required to complete a survey and participate in any program-level evaluation activities as required by the Commission. Failure to complete required documentation prior to closeout could result in exclusion of subsequent funding opportunities.

A. Compensation

Organizations will submit one invoice for all project expenses and be paid on a reimbursement basis. In special circumstances, and with advance approval, multiple invoices may be accepted. Organizations may request an advanced payment up to 50% of the approved grant amount. Receipts for all project expenses outlined in the budget must be provided.

A copy of a financial audit or CPA review of the funded project may be requested within the contractual agreement, to be determined on an individual project basis.

Please review Section 3. Grant Amount and Section 4. Terms of Payment of the Draft Mini-Grant Agreement for additional information regarding compensation.

B. Funding Restrictions

Funds will be disbursed to successful applicants in the manner specified in their contractual agreement. Approved funds must be used in fiscal year 2023-24 (July 1, 2023 – June 30, 2024).

C. Notice Regarding Merced County Contract Requirements

First 5 Merced County utilizes the administrative structure, policies and procedures of the County of Merced to distribute Proposition 10 funds. A Draft Mini-Grants Program Agreement is included in the Attachments section to provide applicants with an understanding of likely contract conditions. Please review the draft agreement (Attachment E) before submitting an application to become familiar with these requirements.

IV. QUESTIONS OR TECHNICAL ASSISTANCE

Technical assistance is available upon request through the following dates:

Friday April 7, 2023 at 5:00 P.M.

All questions and requests for technical assistance concerning the Mini-Grant Program are to be directed to the official contact person:

First 5 Merced County
Email – first5@countyofmerced.com

V. ATTACHMENTS

Attachment A – Project Narrative/Requirements
Attachment B – Budget Template
Attachment C – Action Plan Template
Attachment D – Sample Policy on Tobacco Free Environment
Attachment E - General Mini Grant Sample Agreement

These Attachments can be downloaded online at:
<https://app.box.com/s/6meynrj7qjqt6v03w57fwlvlwzu39t7a>

ATTACHMENT A: PROJECT NARRATIVE REQUIREMENTS

Through the web portal, please describe your proposed project by responding to the following items.

1. **Organization Capacity**

Briefly describe the purpose and primary activities of your organization, and your history in providing similar services to those you intend to implement with this funding.

2. **Project Plan**

Please describe the proposed project or event your group aims to support with these funds. Include the following in your response:

- What are the project activities?
- What needs will you address? How will you address them?
- Who is your specific and/or primary target audience?
- Provide a timeline detailing when this project/event will take place. Include any key dates (e.g. start or ending dates) as appropriate.

3. **Benefiting Children 0-5**

Explain how your project or event will directly benefit children 0-5 years and their families.

4. **Identification of Outcomes**

Objectives are clearly stated, specific, realistic, measurable, and consistent with First 5 Merced County's vision, mission and guiding principals. At least one measureable outcome must be identified and the data source identified (i.e. pre-test/post-test).

5. **Funding Plan/Financial Viability**

Describe the total cost of the project/event and identify any other sources of funding to be used in meeting the budget needs. This section should correspond to Attachment C "Budget Form".

Attachment B

General Mini-Grant Budget Form

<p>Line Item Budget Please list the items for which you are requesting funds. (E.g., Supplies, equipment, other. See Sample Budget for examples.)</p>	<p>Budget Justification (Detailed Narrative) Please provide sufficient detail explaining how the proposed funds will be utilized for each line item. Use separate sheets if necessary.</p>	<p>Funds Requested from the Commission</p>	<p>Funds from <u>Other</u> Sources (Include in-kind, if appropriate)</p>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
Total Grant Requested From Commission		\$	
Total Funds from Other Sources			\$
Total Project Cost		\$	

Attachment C



Action Plan Template

Every action plan must include Goals and Action Steps, specifying the information contained below. If the county is working toward more than one goal, complete a separate form for each goal.

Program: _____

The three Result Areas listed in the dropdown list are the same as those listed in the First 5 Merced County Strategic Plan.

Please select a result area from the First 5 Merced County Strategic Plan below:

Description	Milestones	Time frame	Resources	Responsibility
Objective 1:				
<i>What actions are necessary to achieve the objective?</i>	<i>What is the expected outcome?</i>	<i>By When ?</i>	<i>Who/what is needed (e.g., task-specific finances, experts, documents, other)</i>	<i>Who will oversee task completion?</i>
1.				
2.				
3.				
4.				
Objective 2:				

<i>What actions are necessary to achieve the objective?</i>	<i>What is the expected outcome?</i>	<i>By When ?</i>	<i>Who/what is needed (e.g., task-specific finances, experts, documents, other)</i>	<i>Who will oversee task completion?</i>
5.				
6.				
7.				
8.				
Objective 3:				
<i>What actions are necessary to achieve the objective?</i>	<i>What is the expected outcome?</i>	<i>By When ?</i>	<i>Who/what is needed (e.g., task-specific finances, experts, documents, other)</i>	<i>Who will oversee task completion?</i>
9.				
10.				
11.				
12.				

SAMPLE POLICY ON TOBACCO FREE ENVIORNMENT
FIRST 5 MERCED
POLICY ON TOBACCO FREE ENVIRONMENT

1. Development of a Comprehensive Smoke-Free Environment Policy

All contractors receiving funding and/or services from the Merced County Children and Families Commission must provide a written copy of an established comprehensive tobacco-free policy prior to the disbursement of granted funds.

This policy shall prohibit the use of tobacco products at any time inside agency vehicles and buildings, or outside within 15 feet of facilities or 25 feet of children's play areas and shall prohibit smoking as required by law.

Note: Family day care homes and licensed day care centers. California law prohibits smoking of tobacco in a private residence during the hours of operation as a licensed family day care home and in those areas of the licensed family day care home where children are present. The law also prohibits smoking of tobacco on the premises of a licensed day care center. Health and Safety Code section 1596.795.

The policy shall have clear procedures for implementation, protocols for monitoring compliance, reporting of violations and instituting sanctions.

The following activities should be included in the implementation of the policy:

- a. Information about the policy and enforcement procedures shall be communicated by administration clearly to staff, parents, and/or clients within the larger community.
- b. Signs stating "NO SMOKING" shall be prominently displayed at all entrances of building property. Additional "NO SMOKING" signs shall be posted in restrooms and other areas as appropriate, such as windows through which secondhand smoke can enter and playground areas.
- c. Information about smoking cessation and support programs shall be made available and promoted for staff, parents, and/or clients at intake and on a continuing basis when appropriate.
- d. Information about secondhand smoke and children shall be made available and promoted for staff, parents, and/or clients.
- e. Families with small children will be encouraged, and in some cases will be required, not to allow smoking in their homes, and whenever and wherever children are present, including outdoors.

Motion by: Fox

Second by: Melville

Ayes: Brown, Fox, Goodger, Melville, Mochel, Nevatt, Pagan and Quigley

Adopted: September 26, 2002

Amended: December 2, 2002

ATTEST: Jerald O'Banion

Supervisor Jerald O'Banion

First 5 Merced County Chair

SAMPLE AGREEMENT
AGREEMENT FOR RECEIPT OF MINI-GRANT FUNDS

FIRST 5 MERCED COUNTY
CONTRACT NO. XX-XXX

THIS AGREEMENT is made and entered into this **Date** by and between the County of Merced, a political subdivision of the State of California (hereinafter referred to as "COUNTY") on behalf of First 5 Merced County (hereinafter referred to as "COMMISSION"), and Grantee Name and Address (hereinafter referred to as "GRANTEE").

WHEREAS, COMMISSION desires to GRANT FUNDS to GRANTEE in that GRANTEE has successfully proposed strategies and/or services in furtherance of the COMMISSION'S STRATEGIC PLAN.

WHEREAS, GRANTEE has been deemed to be an appropriate recipient and is experienced and competent to perform such agreement in connection with "**Project Title**"

WHEREAS, the parties desire to set forth herein the terms and conditions under which said agreement shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF AGREEMENT

GRANTEE shall utilize all such received Grant Funds (or items purchased for GRANTEE by COMMISSION with grant funds) to provide for the "**Project Title**" and related services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. GRANTEE'S agreement includes, but is not limited to, the following:

- A. Scope of Work
- B. Budget /Budget Narrative
- C. Invoice Form
- D. Program Evaluation Form

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this agreement or modified herein:

- Exhibit A – Scope of Work
- Exhibit B – Budget/ Budget Narrative
- Exhibit C – Invoice Form
- Exhibit D – Program Evaluation Form

2. TERM

The term of this agreement shall commence on the 1st day of July 2022, and end the 30th of June 2023, unless sooner terminated in accordance with Sections TERMINATION FOR

CONVENIENCE and/or TERMINATION FOR CAUSE as specified elsewhere in this agreement.

3. GRANT AMOUNT

COMMISSION agrees to reimburse to RECIPIENT up to a Total Grant Fund amount of \$10,000 after submission of the appropriate INVOICE form with sufficient back-up documentation and final report, in exchange for GRANTEE'S agreement as provided herein and is more specifically set forth under Section 1, "SCOPE OF AGREEMENT". No other fees or expenses of any kind shall be paid to GRANTEE. This Grant may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the GRANTEE and be mailed or delivered to GRANTEE at:

Agency Name
Agency Address
City, State Zip Code
Attn: Primary Contact

GRANTEE may request that COUNTY mail the check to GRANTEE to another address, if designated prior to the time of distribution of funds. Such request must be made in writing in accordance with the procedures as outlined under Section 5, "NOTICES".

4. TERMS OF PAYMENT

The Grant Fund amount shall be distributed as provided herein and as set forth under Section 3, "GRANT AMOUNT." Payment shall be made in the following manner:

Grantee shall submit one invoice for all incurred expenses under this grant. Upon receipt of Invoice form with sufficient back-up documentation and final report, as set forth under Section 1, "SCOPE OF AGREEMENT," COMMISSION shall, through the County Auditor-Controller, pay GRANTEE for actual project expenses in accordance with the categories and amounts established in the line item budget attached as Exhibit B budget.

Invoice for expenses incurred under this grant are to be submitted by June 30, 2022.

In no event shall the total payments exceed \$10,000 for the entirety of the contract term.

No other expenses shall be paid to GRANTEE without formal approval by the COMMISSION and amendment of this agreement.

CONTRACTOR may receive an advanced payment of funds provided for under the Compensation section of this Agreement when deemed to be in the interests of furthering the aims of the COMMISSION'S strategic plan and subsequent to COMMISSION'S approval.

5. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Information for notice to the parties to this agreement at the time of endorsement of this agreement is as follows:

County of Merced c/o

First 5 Merced County
260 E. 15th Street
Merced, CA 95341
Attn: Executive Director

Recipient-

Agency Name
Agency Address
City, State & Zip Code
Attn: Primary Contact

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this agreement.

6. NON-SUPPLANTATION

GRANTEE shall abide by the intent of the California Children and Families Act of 1998, and Section 30131.4 of the Revenue and Taxation Code which states: "All moneys raised pursuant to taxes imposed by Section 30131.2 shall be appropriated and expended only for the purposes expressed in the California Children and Families Act, and shall be used only to supplement existing levels of service and not to fund existing levels of service."

GRANTEE warrants that no funds provided by COMMISSION shall be used to supplant existing funds from any source for any purpose.

7. SERVICES FOR CHILDREN AGE 0-5 YEARS AND THEIR FAMILIES

GRANTEE shall abide by the intent of the California Children and Families Act of 1998, and Section 130100 of the Health and Safety Code, which states the program is created for the “purposes of promoting, supporting, and improving the early development of children from the prenatal stage to five years of age.” Funds provided under this agreement shall be used solely for the benefit of, and/or services to, children 0-5 and their families.

8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The Grant Fund amount to be distributed to GRANTEE pursuant to this Agreement is based on COMMISSION’S continued receipt of local, state and/or federal funding for this purpose. In the event that funding is terminated, in whole or in part, for any reason, this Agreement and all obligations of the COMMISSION arising from this Agreement shall be immediately discharged. COMMISSION agrees to inform GRANTEE no later than ten (10) calendar days after receiving notification that funding will be terminated and the final date for which funding will be available.

9. MODIFICATION OF AGREEMENT

Notwithstanding any of the provisions of this agreement, the parties hereafter, by mutual consent, may agree to modifications hereof or additions hereto, in writing, which are not forbidden by law and which are signed by both parties. For any proposed revisions, GRANTEE shall submit a revised Scope of Work, Budget and/or Budget Narrative, for review and action by COMMISSION and/or COMMISSION Executive Director, per COMMISSION’S contract revision processes. In the event of any proposed modifications to GRANTEE’S budget, a budget revision must be approved prior to the expenditure of any funds in excess of prior-approved amounts.

10. INSURANCE

GRANTEE shall purchase and maintain the following type of insurance for minimum limits indicated during the term of this agreement and provide Certificates of Insurance evidencing such coverage to the COMMISSION Attn: Certificates of Insurance, 260 E. 15th Street, Merced, California 95341. Certificates of Insurance shall be submitted to the COMMISSION within the first 90 calendar days of the contract term.

Minimum General Commercial Liability insurance will be provided for the event, as follows: \$500,000 combined single limits per occurrence and \$1,000,000 annual aggregate covering bodily injury, personal injury and property damage.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, or split limits of \$500,000 per person, \$1,000,000 per accident for bodily injury and \$250,000 per accident for property damage.

11. INDEMNIFICATION

GRANTEE has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, COMMISSION, its governing board, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of GRANTEE.

GRANTEE'S liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the GRANTEE, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COMMISSION. This duty shall arise at the first claim or allegation of liability against COMMISSION. GRANTEE will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted.

12. RECORDS AND INSPECTIONS

GRANTEE shall maintain full and accurate records with respect to all matters covered under this agreement. To the extent permitted by law, the COUNTY and/or the COMMISSION shall have free access at all proper times or until the expiration of seven (7) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, premises, procedures, and activities pertaining to this agreement.

13. WRITTEN NOTICE

GRANTEE agrees to provide immediate written notice to the COMMISSION if significant changes or events occur during the term of the GRANT which could potentially impact the progress or outcome of the GRANT including, but not limited to, changes in the GRANTEE'S management personnel, loss of funding, revocation or suspension of the GRANT recipient's tax-exempt status (if applicable) or license(s).

14. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COMMISSION at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, COMMISSION shall have no further liability to GRANTEE except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COMMISSION. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by GRANTEE prior to, and in connection with, discontinuing the work hereunder

15. TERMINATION FOR CAUSE

The COMMISSION may terminate this Agreement for and be relieved of making any payments to GRANTEE, and all duties to GRANTEE should the GRANTEE fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the COMMISSION may proceed with the work in any manner deemed proper by the COMMISSION. All costs to the COMMISSION shall be deducted from any sum otherwise due the GRANTEE and the balance, if any, shall be paid to the GRANTEE upon demand. Such remedy is in addition to such other remedies as may be available to the COMMISSION provided by law.

16. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of the COUNTY and/or the COMMISSION as provided in this Agreement are expressly conditioned upon GRANTEE'S compliance with the provisions of the contract to the personal satisfaction of the COMMISSION and the COMMISSION shall determine compliance in good faith and as a reasonable person would under the circumstances.

17. COMPLETENESS OF AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of the agreement or any part thereof shall have any validity or bind any of the parties hereto.

18. COMMISSION NOT OBLIGATED TO THIRD PARTIES

Neither the COUNTY nor the COMMISSION shall be obligated or liable hereunder to any party other than GRANTEE.

19. COMPLIANCE WITH STATE LAWS AND REGULATIONS

The GRANTEE, the COUNTY and the COMMISSION agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practice, equal opportunity, lobbying, and all other matters applicable to the GRANTEE, COUNTY and the COMMISSION, their sub-grantees, GRANTEES, or subcontractor and their work.

20. COUNTY'S AND COMMISSION'S RIGHTS NOT WAIVED BY PAYMENTS

In no event shall the making, by the COMMISSION, of any payment to GRANTEE constitute, or be construed as, a waiver by the COMMISSION or the County of any breach of covenant, or any default which may then exist, on the part of the GRANTEE, and the making of any such payment by the COMMISSION while any such breach or default shall not be construed as acceptance of substandard or careless work or as relieving GRANTEE from its full responsibility under the agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

21. APPLICABLE LAW

All parties agree that this agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties to this agreement are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this agreement, any dispute concerning any question of fact or law arising under this agreement, which is not disposed of by agreement between the parties shall be decided by a Court of competent jurisdiction of the State of California.

22. BREACH OF CONTRACT

Upon breach of the agreement by GRANTEE, the COUNTY and the COMMISSION shall have all remedies, both in equity and/or at law, necessary to recover and satisfy GRANTEE'S obligation which it failed to provide as prescribed under the agreement.

23. REMEDY FOR BREACH AND RIGHT TO CURE

If GRANTEE fails to perform any agreement or obligation contained in this agreement, the COMMISSION may itself perform, or cause the performance of, such agreement and obligation. In that event, GRANTEE will on demand, fully reimburse the COMMISSION for all such expenditures. Alternatively, the COMMISSION at its option, may deduct from any funds owed to GRANTEE the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the COMMISSION by law or as otherwise stated in this agreement.

24. CONFLICT OF INTEREST

GRANTEE warrants and covenants that no official or employee of the COUNTY, or the COMMISSION nor any business entity in which an official of the COUNTY or the COMMISSION has an interest has been employed or retained to solicit or aid in the procuring of the agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the COMMISSION.

25. CAPTIONS

The captions of each paragraph in this agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the agreement or in any way affect it.

26. SEVERABILITY

If a court or an arbitrator of competent jurisdiction holds any provision of this agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

27. DUPLICATE COUNTERPARTS

This agreement is executed in counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

28. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

29. ADVERTISEMENT

The GRANTEE agrees to utilize the First 5 Merced County logo or a statement shall appear on all documents, for the duration of the contract, designating that the agency/organization or individual receives funding from First 5 Merced County.

30. SECULAR ACTIVITIES

GRANTEE, in the performance of the services pursuant to this agreement, shall refrain from any religious teaching, instruction, indoctrination, proselytizing, exposure or discussion. All services provided shall be secular and GRANTEE shall have the obligation to ensure compliance with this provision by employees or anyone under GRANTEE'S control. The failure of GRANTEE to comply with this provision shall be deemed a material breach of this agreement.

COUNTY OF MERCED

RECIPIENT

By _____

Scott Waite, Executive Director
First 5 Merced County

By _____

Agency Representative with Signing Authority
Agency Name

Dated

Dated

APPROVED AS TO LEGAL FORM

Merced County Counsel

By _____

Thomas Ebersole
Counsel for First 5 Merced County

Dated