

**MEMORANDUM OF AGREEMENT
BETWEEN**

**The Children and Families First Commission of Ventura County, known as
FIRST 5 VENTURA COUNTY AND
THE
COUNTY OF VENTURA**

WHEREAS, the Children and Families First Commission of Ventura County, known as First 5 Ventura County (F5VC) provides high quality early learning and family support services through the Neighborhoods for Learning, and

WHEREAS, the County of Ventura ("County"), through the Ventura County Library ("Library"), has library facilities ideally set up and located to reach underserved families with early childhood services,

THEREFORE, F5VC and the County, through the Library, hereby enter this memorandum of agreement ("Agreement") as of September 26, 2023, to provide Neighborhoods for Learning services pursuant to the following terms and conditions.

I. Purpose of Agreement

There is an identified need to provide high quality place-based services through First 5 Neighborhoods for Learning ("NfL") with the goal of ensuring all families have the support they need to give children (prenatal to age five years) a strong foundation for success in school and life.

The parent-child dyad and the environment of the family – which includes all primary caregivers – are the foundation of children's well-being and healthy development. From birth, children are learning and rely on parents and other caregivers in their lives to protect and care for them.

The impact of parents may never be greater than during the earliest years of life. A child's brain develops faster from birth to age three than at any other later period in life, building the foundation for a child's future learning, behavior, and health. Parents and other caregivers can play a lead role in a child's healthy development, but often they are stretched in the earliest months and years of the child's life.

The First 5 Neighborhoods for Learning is designed to address those needs, while also closely mirroring the Library's mission to work with families and caregivers to develop young minds and introduce them to early childhood literacy and education programs.

The Library will assist F5VC staff with making the "Storytime" area at the County's Saticoy Library available during designated times and days (as detailed in Section 3) to conduct NfL services. By working together, F5VC and the Library can reach more families with early childhood services in one convenient location, including both NfL and library programs and services.

II. Program Objectives

The objective is to provide services through two components: Parent and Child Together classes and Family Support Services.

A. Parent and Child Together

Parent and Child Together ("PACT") classes help parents/caregivers of children 0-5 enhance their knowledge of child development and improve their parenting practices to ensure their children's learning and development. PACT provides opportunities for parents to engage in structured and unstructured play with their young children and with the support of a teacher who models developmentally appropriate parenting techniques. Classes also provide a venue for parents to connect with peers and experience social support.

Classes will focus on understanding child development, developing children's early literacy skills, social/emotional competence, and promoting the importance of positive relationships with their parents/caregivers as the first teacher.

B. Family Support Services

Children/Families will receive screenings as part of their enrollment/intake process. Screenings include: basic needs, developmental/social emotional and maternal depression screenings. Completing screenings with all participants allows staff to identify, discuss and connect the child/family to other resources, referrals, and supportive services.

III. Library Responsibilities

The Library shall:

- A. Provide library space in the "Storytime" area of the Saticoy Library ("Library space") weekly on Mondays through Fridays from 8:00 a.m. to 12:30 p.m.
- B. Ensure F5VC staff members have access to the Library space and storage space.
- C. Allow F5VC to post/distribute temporary/non-permanent marketing and publicity materials in the Saticoy Library as needed. No permanent signs on the interior or exterior of the Saticoy Library will be allowed.

- D. Resolve conflicting requests to use the same Library space by F5VC and other Saticoy Library users.
- E. Provide heating, air conditioning, lighting, custodial, and other building services.
- F. Ensure F5VC staff members have access to the Library space and designated F5VC storage space as needed, even if Library staff is not present, such as before the Library opens.

IV. F5VC Responsibilities

F5VC shall:

- A. Ensure all F5VC volunteers and staff have orientation, training, Parent as Teacher certification, and background checks as required by F5VC and the Library before they perform any work at the Saticoy Library. F5VC currently requires: fingerprinting/background checks, mandated reporter training, sexual harassment training, abuse and molestation prevention training.
- B. Provide services in a manner that does not negatively impact other users of the Library space, including occupying only the designated Library space and being mindful of and flexible in dealing with others using the Library space. In the case of competing requests to use the same Library space by F5VC and other Saticoy Library users, F5VC staff members will comply with the decisions made by Library staff. Library will provide 30 days' notice to F5VC if a schedule change needs to occur due to a competing request.
- C. Include the Ventura County Library logo/name as program partner on publicity and marketing materials and press releases for NfL services and programs at the Saticoy Library.
- D. Ensure F5VC staff restore the Library space to its original condition ("leave it as you found it") after each F5VC daily session, ordinary wear and tear excepted.
- E. Ensure F5VC staff members secure the Saticoy Library as instructed and return all Saticoy Library keys if separated from employment, and notify the Library immediately if keys are lost or the security of the Saticoy Library is breached.

V. General Terms

A. Term

This Agreement shall take effect September 26, 2023, and remain in effect until terminated by the parties.

B. Termination

Each party shall have the right to terminate this Agreement upon (60) days' prior written notice to the other party.

C. Alteration of Terms

It is agreed that this Agreement may be modified or amended upon the written mutual consent of the parties.

VI. No Compensation

This is a no-cost agreement and no money will be exchanged, although both F5VC and the Library may actively seek grant funding to support the program described in section II.

VII. Storage, Supplies, and Records

- A. Library will not keep any F5VC program and management records or program supplies at the Saticoy Library unless these items are stored by F5VC in the designated F5VC storage spaces.

VIII. No Employment Relationship with the County of Ventura or Library, Release, Waiver, Hold Harmless, Defense, and Indemnity of Claims

F5VC agrees that F5VC staff members and F5VC volunteers providing services under this Agreement are not acting within the scope of any employment relationship with the County or the Library and will not receive any form of compensation from the County or Library and will not be covered by the County's workers' compensation program if injured. F5VC agrees that in exchange for the privilege and license to enter into and use the Saticoy Library to provide services, F5VC hereby releases, waives, and holds harmless, and agrees to defend and indemnify, the County and its Board of Supervisors, officers, agents, employees, representatives, successors and assigns from all future claims for injury, disability, or death, or property damage, brought by F5VC staff members or F5VC volunteers arising out of the provision of services under this Agreement, except for claims or litigation arising through the sole negligence or recklessness of the County.

The County agrees that in exchange for the services provided, County hereby releases, waives, and holds harmless, and agrees to defend and indemnify, F5VC and its Commission, officers, agents, employees, representatives, successors, and assigns from all future claims for injury, disability, or death, or property damage, brought by County staff members or County volunteers arising out of the provision of services under this

Agreement, except for claims or litigation arising through the sole negligence or recklessness of F5VC.

IX. Notices

All notices pertinent to the Agreement should be sent to the parties as follows:

F5VC Representative Petra Puls
Title: Executive Director
Address: 2580 E Main St. Suite 203
Ventura, CA 93003
Phone: 805-648-9990

VCL Representative Nancy Schram
Title: Library Director
Address: 5600 Everglades St., Ste A
Ventura, CA 93003
Phone: 805-677-7150

X. Entire Agreement

This Agreement contains the entire agreement between the parties. No alteration or variation of any term of the Agreement will be valid unless made in writing and signed by each of the parties hereto, and no oral understanding or agreement not incorporated herein by writing will be binding on any of the parties hereto.

XI. No Third-Party Beneficiaries

Except for indemnitees under section VIII, this Agreement does not confer any rights on any third party, and nothing set forth herein will be construed to confer on any third party a right of action under this Agreement.

IN WITNESS THEREOF, the Children and Families First Commission of Ventura County, known as First 5 Ventura County, and the County of Ventura have executed this Agreement as written.

FIRST 5 VENTURA COUNTY

**COUNTY OF VENTURA
VENTURA COUNTY LIBRARY**



Petra Puls
Executive Director

9-12-23

Date

Nancy Schram
Library Director

Date

