



Regular Commission Meeting and Public Hearing

AGENDA

March 10, 2016, 2:30-4:30 p.m.

Mono County Office of Education Conference Room, Mammoth Lakes
via polycom at: Mono County Office of Education Conference Room, Bridgeport

--public hearing begins--

1. **Public Comment**

Members of the public are given the opportunity to address the Commission on items of interest and within the jurisdiction of the Commission as such items are discussed. This time is allowed for public input on any item not on the agenda. Time may be limited, depending on the number of speakers and items of business.
2. **Minutes**

Consideration of minutes for the January 7, 2016 Commission meeting. **(ACTION)**
3. **Annual Review—
First 5 Mono County
Strategic Plan 2014-
2019**

Opportunity for the public to comment on the First 5 Mono Strategic Plan 2014-2019. **(PUBLIC HEARING)**
4. **Commission
Membership Updates**

Discussion and consideration of the following:

 - a. The Commission will take action to recommend to the Board of Supervisors the re-appointment of Commissioner Rick Johnson, whose term expires on May 1, 2016. **(ACTION)**
 - b. Commissioner Karin Humiston, whose term expires on May 20, 2016, will not be seeking reappointment as a Commissioner. **(INFORMATION)**
 - c. The Commission will take action to approve staff to work with the County Administrative Officer in seeking letters of interest and asking the Board of Supervisors for appointment of a mutually agreed upon candidate for the vacancy created by Commissioner Humiston's term expiration on May 20, 2016. According to County Code, prospective members must fit the membership category filled by Karin Humiston: *"persons responsible for management of the following county functions: children's services, public health services, behavioral health services, social services and tobacco and other substance abuse prevention and treatment services."* **(ACTION)**
5. **CDBG Fund Award
for Child Care
Services**

Discussion and consideration of the following agreements. *The Commission shall first determine whether the subject matter of the proposed agreements are consistent with the Commission's strategic plan and fiscal plan. The Commission may then authorize the Director to sign and administer the agreements.* **(ACTION)**

 - a. Intra-Agency Agreement with Mono County to facilitate the implementation of CDBG child care services funding award activities in the amount of \$482,558.
 - b. Subrecipient Agreement with Eastern Sierra Unified School District to implement CDBG child care services activities in the amount of \$465,116.

6. **Abriendo Puertas Agreement** The Commission will consider approval of the agreement between Natalie Feeney and First 5 for the provision of professional services to teach the Abriendo Puertas program. **(ACTION)**
7. **Program Updates** Staff and Commissioners will report on the following programs. **(INFORMATION)**
- Commission-run Programs**
- a. *Child Care Quality: CARES Plus and IMPACT Programs*
 - b. *Home Visiting: Welcome Baby! and Parenting Partners (CAPIT Grant)*
 - c. *Breastfeeding Promotion and Outreach*
 - d. *Oral Health Initiative*
 - e. *Peapod Playgroups (Prop. 63 MHSA)*
 - f. *School Readiness Activities*
- public hearing ends--
8. **2014-15 Independent Fiscal Audit** The Commission will consider approval of the 2014-2015 Independent Fiscal Audit that was reviewed at the October 15, 2015 meeting. **(ACTION)**
9. **First 5 Mono County Strategic Plan 2014-2019** The Commission will review and consider approval of the First 5 Mono County Strategic Plan 2014-2019. **(ACTION)**
10. **Commission Budget** Staff will report on the First 5 Mono Revenue and Expenditures-to-date. **(INFORMATION)**
11. **FY 2015-16 Proposed Budget Revision** The Commission will review and consider approval of the Fiscal Year 2015-16 proposed budget revision.
12. **Association Dues Increases** Staff will inform the Commission of changes in First 5 Association dues totaling \$3,163 for FY 2016-17. **(INFORMATION)**
- a. An adopted increase from \$2,300 to \$2,875.
 - b. A requested allocation of 10% of the dues for the Policy and Communication Fund, \$288.
13. **Commissioner Reports** Board members may report about various matters; however, there will be no discussion except to ask questions. No action will be taken unless listed on a subsequent agenda. **(ACTION)**
14. **Director Report** This information may be reported elsewhere on agenda.

Next Commission Meeting: Thursday, June 16th, 2016 Mono County Office of Education, Mammoth Lakes Conference Room, and via polycom to Mono County Office of Education, Bridgeport Conference Room. **April 14th meeting cancelled due to lack of agenda items.**

Note: If you need disability modification or accommodation in order to participate in this meeting, please contact the Commission office at (760) 924-7626 at least 48 hours prior to the start of the meeting. Government Code Section 54954.2(a).

Regular Commission Meeting

Minutes

Thursday, January 7, 2016

Mono County Office of Education Conference Room
451 Sierra Park Rd., Mammoth Lakes, California

Commissioners Present: Jeanne Sassin, Chair
Stacey Adler, Vice Chair
Rick Johnson
Megan LePlat

Staff Present: Molly DesBaillets, Executive Director
Kaylan Johnson, Administrative Assistant/Fiscal Specialist
Didi Tergesen, CARES Coordinator

Commission Vice Chair Adler called the meeting to order at 2:35 p.m.

1. Public Comment

None.

2. Minutes (ACTION)

Consideration of minutes for the October 15, 2015 Commission meeting.

ACTION: Approve the October 15, 2015 minutes, for which a quorum is present.

MOTION: Commissioner Adler

SECOND: Commissioner Johnson

VOTE: Unanimous

ABSTENTIONS: Commissioner Sassin, none

3. First 5 Mono County FY 2014-2015 Evaluation Report (INFORMATION)

Ms DesBaillets presented First 5 Evaluation Report for FY 2014-2015.

- Ms DesBaillets indicated changes/updates made to packet since distribution. Paper printouts showing updates were distributed to commission members.
- High satisfaction reports from First 5 participants continue. Mono county was recently ranked 6th in the state in Exclusive Breast Feeding.
- Increased Peapod Playgroup participation (345 families): Commissioner Sassin asks what contributes to increased attendance. Ms DesBaillets states factors may include the popular Mammoth summer location at Mammoth Creek Park, offering a Peapod group on the Reservation in Benton, and Peapod leader C. Robasciotti's recruiting efforts in Walker.

- Employee Retention: Commissioner Johnson questions employee replacement process specific to Peapod. Ms DesBaillets states that new leaders are often previous Peapod participants; although leaders have been lost when their child ages out of the program. Ms DesBaillets states the change from Contracted Employees to Employees of MCOE is appreciated as employees are now receiving benefits and feel like they are part of a group.
- Program Referral Sources: Labor & Delivery at Mammoth Hospital is the highest referral source, followed by Home Visitors. Commissioner Johnson recommends finding a new referral source within Mammoth Hospital Women's Clinic. Commissioner Wilson (absent) has also addressed this at the hospital's Maternal Child Wellness meetings.
- Participant Demographics: Ms DesBaillets intends to change data system to read physical address instead of mailing address to accurately reflect location of a family served. Ms DesBaillets intends to address the Race/Ethnicity categories to reflect other First 5/CA state regulations. She recommends changing 'Hispanic:White' to 'Hispanic: Unknown'.
- Home Visitor Exit Survey: Commissioner Sassin recommends offering the option of completing the survey on an iPad via Survey Monkey to improve Exit Survey completion rates.
- Identifying Gaps and Correlating Data: Commissioner Johnson questions how to correlate data to provide reflection of actual gaps and needs among ages, families, and/or locations. Ms DesBaillets states the new data-tracking system (through new IMPACT program) can address this as well as focusing on priority to low-income families.
- Childcare Licensing: Childcare locations have decreased in Mono County. Discussion followed on how to over-come state licensing barriers, including information availability, costs, potential subsidies, and local support thru all agencies.

4. First 5 Mono County FY 2014-2015 Annual Report (PUBLIC HEARING)

Opportunity for the public to comment on the draft for FY 2014-2015 First 5 Mono County Annual report.

No public comment.

5. Award and Agreement between First 5 Mono and First 5 CA for IMPACT (ACTION)

a.

ACTION: Authorize base-funding from First 5 CA to First 5 Mono for IMPACT

MOTION: Commissioner Adler

SECOND: Commissioner Johnson

VOTE: Unanimous

ABSTENTIONS: Commissioner Sassin, None

b.

ACTION: Approve Agreement for \$159,954.00 between First 5 CA and First 5 Mono for IMPACT 7/1/2015 thru 6/30/2020, authorizing Executive Director to sign.

MOTION: Commissioner Johnson

SECOND: Commissioner Adler

VOTE: Unanimous
ABSTENTIONS: Commissioner Sassin, None

6. Commission Budget (INFORMATION)

Ms DesBaillets explained First 5 budget is on target, with 50% of revenue received for fiscal year and expenses slightly under budget at this time.

7. 5-Year Fiscal Plan (ACTION)

5-year Fiscal Plan discussed. The only tentative budget item is the continuing grant of the Small County Augmentation. If the funding is ended for this program, Ms DesBaillets does expect to receive the Small County Augmentation revenue for at least 1 more year. Upon a loss of Small County Augmentation grant, First 5 may need to cut programs in the future. Commissioners agreed to keep the Small County Augmentation grant in the 5-Year Fiscal Plan.

ACTION: Approve 5-year fiscal plan
MOTION: Commissioner Adler
SECOND: Commissioner Johnson
VOTE: Unanimous
ABSTENTIONS: Commissioner Sassin, None

8. Program Updates (INFORMATION)

- a. CARES Plus Program: Ms Tergesen reports. Two Spanish trainings have taken place for Spanish-speaking Child Care Providers, courtesy of UC Davis Trainings. Inyo County Superintendent provided CPIN training with Mono County participants. Ms Tergesen has applied for funds from the Child Care Council to assist with participants travel to trainings. The Provider Appreciation Dinner on May 21 is in the planning process with IMACA.
- b. Oral Health Initiative: Ms Tergesen reports that she and Claudia Molina provided fluoride varnish treatment and oral health education to 6 sites throughout the county.
- c-h. Ms DesBaillets reports on other program updates: The increasing number of family home-visits at First 5, increasing Twitter followers, & Kindergarten Round-Up date for Mammoth is set for 3/16/16.

Commissioner Sassin closes Public Hearing at 4:10pm

9. First 5 Mono County FY 2014-15 Annual Report (ACTION)

ACTION: Approve the First 5 Mono County FY 2014-2015 Annual Report
MOTION: Commissioner Johnson
SECOND: Commissioner Adler
VOTE: Unanimous
ABSTENTIONS: Commissioner Sassin, None

10. Commissioner Reports

Commissioner Adler reports on MCOE's application for the Foster Youth Services Coordinating Grant that may serve the 13 foster children currently in Mono county.

Commissioner Adler reports the start of the free Inter-Cambio, an English/Spanish language exchange at the Mammoth Lakes Library, every Tuesday 5:30-7pm.

11. Director Report

Ms DesBaillets reports:

- a. The Community Development Block Grant funding will be on next agenda with information on new the preschools in Bridgeport and Benton.
- b. Abriendo Puertas, a Spanish-language training for parents navigating the school system, will start in March.
- c. Ms DesBaillets attended the IMPACT Hub meeting with First 5 CA, working with them to develop the requests for application.
- d. Ms DesBaillets attended the Small County Summit by First 5 Association. They have a new staff member who is advocating policy work in Sacramento on Family Strengthening, Intervention, Oral Health, and Quality and Early Learning Systems.
- e. Ms DesBaillets submitted the IMPACT Phase II application in draft form. A new consortium was formed to work on childcare quality plan for Mono County, consisting of IMACA, Cerro Coso Community College, MUSD, MCOE, Child Care Providers, and a local kindergarten teacher.
- f. Ms DesBaillets thanks MCOE for the CA State Preschool application submission (to augment funding for preschool in Bridgeport and Benton, and possibly provide funding in Mammoth).

Ms Tergesen reports the ESL class through MCOE Adult Ed has begun.

Meeting adjourned at 4:40 pm.

First 5 Mono Strategic Plan 2014-2019

Revised April, 2014

Updated February, 2015

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Introduction

The Mono County Children and Families Commission (First 5 Mono) last revised its strategic plan in 2009 and decided to begin the revision process again in 2013 with the goal of creating a five year strategic plan for 2014 to 2019. This guiding document provides a plan to support and improve the lives of young children and their families. Together with community partners and families, we have the opportunity to create and enhance efforts to promote our children's optimal development.

Vision

All Mono County children will thrive in supportive, nurturing, and loving environments, enter school healthy and ready to learn, and be capable of reaching their full potential.

Mission

First 5 Mono County will be a leader in a community-oriented and family-centered support network for children prenatal to age five and their families, and is charged with improving outcomes in children's health, safety, and learning.

Goal

Enhance the network of support services for families with children ages 0 to 5 years.

Guiding Principals

1. Strive to serve all families in Mono County using strength based, family centered, and culturally relevant approaches.
2. Promote and fund high-quality programs that are flexible and creative.
3. Foster coordination and partnerships with service providers.
4. Be accountable to the public with effective fiscal management and evaluation.
5. Leverage funds to maximize community resources and program support.

About the Commission

The California Children and Families Act (also known as Proposition 10 or "First 5") was enacted in 1998, increasing taxes on tobacco products to provide funding for services to promote early childhood development from prenatal to age 5. Mono County currently receives approximately \$390,000 a year from these funds, through annual allocations, augmentations for small population counties, and child care quality matching funds. To access these funds, the county must adopt a strategic plan that shows how it will use Proposition 10 funds to promote a comprehensive and integrated system of early childhood development services.

The Mono County Children and Families Commission, First 5 Mono, was created in 1999 by the Mono County Board of Supervisors to:

- Evaluate the current and projected needs of young children and their families.
- Develop a strategic plan describing how to address community needs.
- Determine how to expend local First 5 resources.
- Evaluate the effectiveness of funded programs and activities.

Community Input

Input was gathered in multiple ways with the goal of hearing from parents and community members county-wide. Participants in the planning process were provided a draft 2014-2019 Strategic Plan and the 2009 Strategic Plan. Issues considered included:

1. Outcomes and continued community need for currently funded programs.
2. New priorities and opportunities.
3. Capacity for funding.

Focus Groups

Six focus groups were conducted in November and December at regularly scheduled Peapod Playgroups in the following locations:

- Walker
- Bridgeport
- June Lake
- Mammoth Lakes, English
- Mammoth Lakes, Spanish
- Crowley Lake

Notice was given to Peapod participants, and home visiting clients informing them a focus group was taking place in their community. Discussion was fostered by asking participants at each group the same list of questions.

Community Meeting

A community meeting was held November 19th at 5:15 p.m. in Mammoth Lakes to elicit comments and suggestions from any interested community members unable to attend public hearings at commission meetings due to work. Notice was sent to our listserv, community partners, and the local newspapers: El Sol, The Sheet, and The Mammoth Times.

Public Hearings

The October and December Commission meetings included public hearings, giving the public a chance to comment on potential revisions to the strategic plan. The October meeting was held in Bridgeport with the hope of getting more input from the north county. Notice was sent to our listserv, community partners, and the local newspapers: El Sol, The Sheet, and The Mammoth Times.

Written Comments

With the notice of public hearings and the focus groups, we will also invited the public to submit written comments to the executive director. Community partners were contacted via email and invited to provide input. "Invest In..." comment cards (index cards with a blank spot after the words "Invest In") were placed around Mammoth Lakes with a flyer describing the need for input in the Strategic Plan. Cards were placed in the following offices: First 5 Mono, Sierra Park Pediatrics, Day & Night Pediatrics, Women Infants and Children (WIC), Inyo Mono Community Advocates (IMACA), and Mono County: Health Department, Social Services, and Behavioral Health.

Planning Retreat

On January 16th, 2014, the commission participated in a planning retreat to review public input, past accomplishments and investments, and current unmet needs with the goals of: 1) identifying potential indicators of success and outcomes; and 2) prioritization of strategies based on commissioners' identification of need, impact, and available infrastructure.

Evaluation Results

Annual evaluations results from Fiscal Years 2009-2010 and 2010-2011 were available at each focus group, community meeting, and public hearing, as well as posted on our website to help community members formulate suggestions for the strategic plan revision.

Public Hearing on the Revised Plan

At the April Commission meeting, there was a public hearing on the draft strategic plan and the commission took action to adopt the plan.

Accomplishments

Over the last 13 years, First 5 Mono has offered families home visiting, playgroups, Kindergarten Round Up, and Summer Bridge Programs; and child care providers training, quality improvement assessments, and oral health education for children in their care. First 5 Mono has continued to build partnerships with community agencies, child care providers, the hospital, and schools. Successes since the last Strategic Plan revision include:

- | | |
|---------------------------|--|
| Expanded Services | <ul style="list-style-type: none">• The Tooth Tutor program is able to provide home visits educating parents about optimal oral health.• Topical fluoride varnish provided to children in playgroups.• Creation of county-wide Peapod Playgroups.• Development of two Home Visiting programs within the First 5 office.• Coordination of a Childbirth Education Course at the hospital 2 times a year.• Free breastfeeding bags for all moms giving birth at Mammoth Hospital.• Expansion of School Readiness activities to northern Mono County (Coleville, Bridgeport, and Lee Vining); including Kindergarten Round Up and Summer Bridge.• Creation of Birth-to-5 Health and Safety Fairs in Coleville, Bridgeport, Lee Vining and Benton.• Distribution of free children's books to Mono County children through First Book.• Distribution of free car seats through partnerships with IMACA and the Health Department.• Distribution of free bike helmets at Kidapolooza and Birth-to-5 Health and Safety Fairs.• Participation in a newly formed Breastfeeding Taskforce.• Funding for a coordinator for Safe Kids California, Mono Partners.• Participation in the First 5 California Sponsored Child Signature Project. |
| Sustained Services | <ul style="list-style-type: none">• Oral health education in child care settings.• Topical fluoride varnish provided to children in child care centers and in-home child care.• Raising a Reader• Childcare quality improvements and maintenance (CARES). |

- School Readiness activities in Mammoth Lakes and Benton, including Kindergarten Round Up and Summer Bridge (see also expanded services).
- Free breast pump lending.
- Readers' Theatre: educational productions for child care providers.

**New Local
Funding
Partners**

- \$40,000 contract with Mono County Behavioral Health to provide Peapod Playgroups
- \$29,000 CAPIT (Child Abuse Prevention, Intervention and Training) grant from the Department of Social Services to provide high-needs home visits for children 1-6 years old.

Programs and Objectives

First 5 Mono programs were developed to fill community needs. Needs were assessed through collaboration with community agencies, input from families, and ongoing evaluation activities. Nationally recognized strategies have also influenced decisions around program development and maintenance. Programming decisions are also guided by the availability of funding from outside sources.

FY 2013-14 Programs

1. Home Visiting

Rationale: Home visiting is a nationally recognized strategy to improve outcomes for children and families. It has been demonstrated to improve family functioning, decrease child abuse, and improve school readiness and literacy. In partnership with other community agencies, First 5 also provides childbirth education—as no other agency has at this time the capacity to do so, and lactation services—as such services greatly enhance the will and ability for moms to sustain breastfeeding contributing to overall childhood health.

- a. **Welcome Baby!:** For all Mono County families with children age prenatal-12 months

Funded & Conducted by: First 5 Mono

- b. **Parenting Partners:** For high needs Mono County families with children age 1-5 years old

Funded by: First 5 Mono and Mono County Social Services

Conducted by: First 5 Mono

Objectives:

- Facilitate parents' role as their child's first and most important teacher
- Provide information on typical child development
- Stimulate child development by providing age appropriate activities
- Increase and support breastfeeding
- Increase and support literacy activities
- Link families to community services, and support access to services
- Conduct developmental screenings and refer families to early intervention programs for assessment
- Educate parents on parenting topics like: home safety, discipline, teething, introducing solids, immunizations, nutrition, oral health, and selecting a child care provider
- Provide culturally competent services in Spanish and English
- Facilitate optimal family functioning

- Decrease child abuse and neglect
- c. **Café Mom:** Lactation support provided in a weekly group meeting
Objectives:
 - Provide research-based education about breastfeeding
 - Provide peer support for breastfeeding
- d. **Childbirth Education:** Held at least two times a year for expectant parents
Objectives:
 - Educate families about childbirth, breastfeeding, and infant care
 - Prepare families for childbirth, breastfeeding, and infant care
 - Link families for community services available for young children

2. School Readiness

Rationale: A child's education begins very early. Since school-based educational systems don't begin until 3 -5 years of age, First 5 promotes programs that help children get ready for school in the early years. School readiness programs have expanded since the last strategic plan revision to include all the county's schools. The expansion of services is due to the programs' successes, based on both parent satisfaction surveys, and increased school readiness (determined by comparing readiness skills before and after summer bridge programs). Although First 5 California funding for school readiness activities ceased, the Commission has sustained services using its own funds.

- a. **Readers' Theatre:** Skits and book readings in child care facilities, preschools and at story time
Conducted in partnership with Altrusa of Eastern Sierra and First 5 Mono
Objective:
 - Promote early literacy
- b. **First Book:** Free books for Mono County children birth to 5
Funded & conducted by: First 5 Mono
Objectives:
 - Increase early literacy opportunities in home environments
 - Facilitate positive parent-child interaction
 - Increase literacy for young children
- c. **Raising a Reader:** Book bags distributed through libraries, child care providers, and preschools
Funded by: First 5

Conducted by: Mono County Libraries

Objectives:

- Improve early literacy
- Encourage use of the library system
- Increase parental and care-provider literacy activities

- d. **Kindergarten Round Up:** Informational meeting held at all county elementary schools with parents of incoming kindergartners

Conducted in partnership with Eastern Sierra Unified School District (ESUSD) and Mammoth Unified School District (MUSD)

Objectives:

- Introduce families and children to the school, principal, and each other
- Provide information on entering school and kindergarten readiness
- Facilitate children and families' smooth transition into the education system
- Enroll children in kindergarten
- Sign children up for pre-k assessments and Summer Bridge

- e. **Pre-K Assessments:** School readiness assessments conducted by teachers

Funded by: First 5 Mono

Conducted by: ESUSD & MUSD

Objectives:

- Assess incoming students' school readiness
- Identify children's skill development needs before school begins
- Identify children who are not school ready to refer to the Summer Bridge program

- f. **Summer Bridge:** Two week kindergarten transition program held in the summer for incoming kindergartners, especially those assessed as not ready for kindergarten

Funded by: First 5 Mono

Conducted by: ESUSD & MUSD

Objectives:

- Increase school readiness skills
- Increase families' familiarity with the school campus and teachers

3. **Child Care Quality**

Rationale: Many children spend a significant amount of their early years with their childcare provider. Educating child care providers on how to best meet the needs of children in their care helps ensure children will spend their formative years in optimal learning environments. Financial support from First 5 California

facilitates county provision for programs that help create and maintain high-quality child care.

a. **CARES Plus:** In-home and center-based child care provider training

Funded by: First 5 California and First 5 Mono

Conducted by: First 5 Mono

Objectives:

- Increase child care providers' understanding of child development
- Provide curriculum ideas for child care providers
- Increase the quality of child care environments

b. **Child Signature Program:** Center-based child care provider quality improvement program

Funded by: First 5 California

Conducted by: Inyo County Office of Education

Objectives:

- Assess child care centers for quality indicators
- Create an improvement plan for each site
- Track implementation of goals

4. Oral Health

Rationale: The 2009 Strategic Plan revision found significant community need in the area of oral health. Pediatricians saw visible tooth decay, and an opportunity to provide fluoride varnish and oral health education through paraprofessionals was developed.

Tooth Tutor, Oral Health Outreach and Education: Fluoride varnish and oral health education for children at playgroups, in childcare, at preschools, and at kindergarten round up.

Funded and Conducted by: First 5 Mono

Objectives:

- Provide semi-annual fluoride varnish application to all Mono County Children 1-5 not receiving services from a dentist
- Educate children and parents about oral health
- Provide free toothbrushes to families to help maintain good oral health
- Provide oral health checks at Kindergarten Round Up

5. Family Behavioral Health

Rationale: In such a rural and geographically isolated county, it is easy for families to feel alone. Opportunities for children and their parents are fewer

than in more populated areas. To meet the social needs of parents and their children, a program was developed.

Peapod Playgroups: Weekly group meetings for parents and children

Funded by: Mono County Behavioral Health with minimal First 5 funding

Conducted by: First 5

Objectives:

- Decrease isolation by providing parents and children an opportunity to socialize
- De-stigmatize seeking behavioral health services
- Link families to community services
- Encourage school readiness skills
- Encourage early literacy

6. Child Safety

Rationale: There are no agencies in the county focused specifically on child safety. While many agencies conduct safety activities, there was no coordination of services. Initially spearheaded by Mammoth Hospital, multiple community agencies met to pursue the formation of a Safe Kids Coalition. No other participating agency had the necessary funding or staff time to conduct coordinating activities. Based on higher than average injury data for Mono & Inyo Counties, and after learning the benefits of such collaborations, the Commission decided to fund the coordination of a Safe Kids California, Mono Partners group

Safe Kids California, Mono Partners: Group of agencies and organizations dedicated to child safety

Funded by: First 5

Run by: Mono County Office of Education

Objectives:

- Educate families and care providers about child safety
- Provide car seats and bike helmets to families
- Provide county-wide safety events

Lessons Learned and Unmet Community Needs

Gathering the majority of our data through focus groups held at our Peapod Playgroups, most input was from parents and care givers of children birth to five. Written comments from community agencies provided suggestions about content of the plan itself, and were incorporated into the final draft. Consequently, the themes that emerged about unmet needs are from parents, a literature review, and informal discussions with community members.

Opportunities to Gather

The need for an indoor place for kids to play and parents to socialize on a more regular basis came up again and again in the focus groups. While parents enjoy Peapod, one hour a week is not enough for kids to run around, especially in the winter. With the cold and snow that is common over the winter months in Mono County, parents struggle to accommodate active toddlers' need to move and parents' need to talk to other adults during the day. Some expressed this as a need for a recreation center, others an aquatic center, or young-child gym, others as classes or simply more playgroups. This was also a need included in the last Strategic Plan update.

Thankfully First 5 Mono, with the help of funding from Mono County Behavioral Health, has established county-wide Peapod Playgroups to help fill this need. Birth-to-5 Health and Safety Fairs, offered at all ESUSD sites, are another annual event offered for families. The major constraint for expanding such services is funding. First 5 currently expends all the Behavioral Health funding and some Commission funds as well for the Peapod Playgroups. First 5 will try to expand opportunities for families to get together—especially in the winter—without increasing existing levels of funding.

Mono County Social Services' needs assessment cited Peapod Playgroups as a community strength in many regards. Combined with the community input garnered through our own evaluation activities, the Commission remains committed to holding these groups.

Child Care & Early Learning

Parents expressed their need for reliable, affordable, high-quality child care in Mammoth, Bridgeport, Lee Vining, and Walker. This is a need that has existed in Mono County for more than 10 years, and was included in the last Strategic Plan. While there is one center-based child care facility, several home-based providers, and three preschool options in Mammoth, the need remains. Outside Mammoth Lakes and Crowley Lake, there are no licensed childcare providers in the county—and parents expressed a need for it.

In addition to child care, lack of preschool is an issue in Benton and Bridgeport. Parents from both communities commented on the need for services, explaining that school readiness cannot be adequately addressed without some level of service.

First 5 Mono receives support from First 5 California to provide training and support for childcare quality improvement, but no such funding is available for the creation of childcare or preschool facilities. There is a USDA rural development loan that could help with construction costs, but the Commission would be forced to cease providing most, if not all, its other services to repay such a loan. Alpine County First 5, for example, expends all their funding to operate their childcare center. Thus far, the Commission has opted to focus on community needs for which matching funds can be leveraged. Preschool is much the same story. For First 5 to fiscally help support a preschool, other programs would have to fall away. Despite no longer receiving First 5 California school readiness funds, the Commission has continued to fully fund all its school readiness activities. While First 5 does not provide preschool funding, it does fund the Summer Bridge Program, which was expanded to every elementary school in the county to help address school readiness needs.

First 5 will continue to collaborate with community members and agencies to find solutions to child care and preschool needs. First 5 will continue to try to identify and support community members interested in becoming licensed providers as it has in the past. In partnership with Mono County Office of Education extensive plans for a child-care center in Mammoth Lakes were developed, but without funding to build the facility, or a lead agency run it, the plan has not been actualized.

Early Literacy

Several comment cards asking what community members would like the commission to invest in included suggestions to invest in early literacy. The Commission has invested heavily in early literacy programs, and the Children Now report card for Mono County in 2012-13 reports 71% of young children are read to every day (source: California Health Interview Survey Child and Teen Health Profiles (July 2012) data is clustered with Tuolumne, Calaveras, Amador, Inyo, Mariposa, Mono, and Alpine Counties). The same source however, reports only 34% of 3rd graders were reading at grade level—a common benchmark used to determine literacy (source: percentage of third grade students scoring “advanced” or “proficient” on the English Language Arts portion of the California Standards Test). To expand its early literacy programs, the Commission began funding First Book. Following research that children from homes with more books become better readers, First Book offers children books of their choosing to bring home

for free. The commission will continue to refine its early literacy strategies to provide the most optimal outcomes.

Results, Strategies, Indicators, and Outcomes

Definitions

Result Areas are the ultimate result and improvement the commission is striving for. The result areas identified by First 5 California are: improved family functioning, improved child development, improved health, and improved systems of care.

Strategies are activities and services that can be implemented to achieve desired outcomes.

Indicators are observable, measurable characteristics or changes that represent achievement of an outcome.

Outcomes are the impact, change or benefit that result from implementing certain activities or services.

Goal:

Enhance the network of support services for families with children ages 0 to 5 years.

Result: Mono County children 0-5 are educated to their greatest potential.

Strategies:

Provide the following county-wide services:

- Home visiting
- Child care quality
- School readiness
- Peapod Playgroups

Indicators:

- Number and percent of children in households where parents and other family members are receiving child-development and parenting education.
- Number and percent of children 6 months to 5 years old screened for developmental delays.
- Number and percent of children served in home child care settings and childcare centers that exhibit moderate to high quality as measured by a quality index.
- Number and percent of licensed child care providers in Mono County advancing on the Child Development Permit Matrix.
- Number and percent of licensed center and family child care spaces per 100 children.

- Number and percent of children “ready for school” upon entering Kindergarten.
- Number and percent of children who have ever attended a preschool, Pre-K, or Head Start program by the time of Kindergarten entry.
- Number and percent of children receiving Kindergarten transition support.
- Number and percent of entering Kindergarteners assessed for school readiness prior to entry.

Outcomes:

- Improved parental knowledge, understanding, and engagement in promoting their children’s development.
- Improved screening and intervention for developmental delays, disabilities, and other special needs.
- Improved quality and availability of childcare providers.
- Improved school readiness.

Result: All Mono County children 0-5 are healthy.

Strategies:

Provide the following county-wide services:

- Lactation education and support
- Home visiting
- Oral health education and support
- School readiness
- Child care quality
- Peapod Playgroups

Indicators:

- Number and percent of children where breastfeeding is successfully initiated and sustained.
- Number and percent of children 0 to 5 years of age who are in the expected range of weight for their height and age, or BMI.
- Number and percent of children who regularly access preventive dental care.
- Number and percent of children at Kindergarten entry with untreated dental problems.
- Number and percent of prenatal women who receive dental hygiene education.
- Number and percent of children ages 1 or older who receive annual dental screenings.
- Number and percent of children in families provided with information about appropriate community services.

Outcomes:

- Improved parental knowledge, understanding, and engagement in their children's physical and mental health.
- Improved access to healthcare services for children 0-5.
- Increased breastfeeding rates.

Financial Plan

As of July 1, 2013, the First 5 Mono County Children and Families trust fund had an ending fund balance of \$541,125. All of these funds have already been committed to programs and services for children and families in the fiscal year 2013-14 and beyond. The challenge becomes how to manage the remaining resources, and new funds allocated to Mono County through the Prop 10 system, in a way that allows the strategies described in this plan to be successfully implemented and sustained for long enough to allow measurable improvements in the well-being of young children.

The State Commission has been providing an annual augmentation to support small county operations, which has allowed the Commission to free up tax revenues for programs. The rationale for this allocation was to address the administrative burden on small counties, who must use a proportionately greater share of their tax revenues to provide basic operations, including administrative services, planning, outreach, and evaluation. Currently, First 5 Mono County receives small county augmentations based on the amount of funds in First 5 California's unallocated account, current births, and 0-5 population in the county— approximately \$185,000 per year (a drop from previous funding levels of \$200,000 per year). The State Commission has committed to continuing these augmentations, at some level, through FY 2013-2014 for eligible counties, which includes Mono County. The state commission is currently reexamining its small county augmentation calculation and commitment.

In August of 2008 the Commission established a policy to set a minimum fund balance of no less than one year's current revenue thus allowing the commission to sustain program operations or close them out, should it be necessary. Revenues continue to decrease due to an approximate 3% annual decline in tobacco tax revenue. Current annual revenue projections from tobacco tax and small county augmentations are: \$292,376. Using the current annual revenue (\$292,376), the threshold set in 2008 is predicted to be crossed early in FY 2017-18.

To continue funding current programs, the Commission has actively sought—and succeeded in forging—fiscal partnerships with other local agencies. The Commission will prioritize funding programs that are able to leverage Commission funding to draw resources from other sources (such as local government, federal Medicaid, the State Commission, or other state funds). The Commission will encourage and assist programs in seeking funding from other sources to assure sustainability. Finally, the Commission will continue to seek funds from additional sources (aside from Proposition 10 revenues, Proposition 63 and CAPIT funds) to sustain the activities in its strategic plan.

The Commission has made significant, successful investments in home visiting and school readiness services. Funds have been allocated below to refine and continue

these existing strategies, as well as establish new services that address gaps identified through data gathered from the home visiting and school-linked service systems.

The Commission prioritized program areas and individual programs at its Strategic Planning Retreat. The program areas deemed of highest priority are: 1. Home Visiting; 2. Family Behavioral Health; and 3. School Readiness. The highest priority programs are: 1. Welcome Baby; 2. Peapod Playgroups; and 3. (tie) Parenting Partners and Summer Bridge/ pre-kindergarten assessments. As revenues decline, these priorities will help determine which programs are of highest importance to continue funding.

In compliance with state law, First 5 monies will be used only to supplement existing levels of service and/or create new services, and not to fund existing levels of service. No monies from the Children and Families Trust Fund will be used to supplant state or local General Fund money for any purpose. During the next five years (beginning in July 2014), the Commission will dedicate funds aligning with the objectives of this strategic plan, using the following estimated guidelines:

Strategic Objective	5-Year Investment	Percent of 5-year Investment
1. Home visiting services	\$676,845	34%
2. School readiness services	\$394,210	19%
3. Child Care Quality	\$177,000	9%
4. Oral health services	\$18,500	1%
5. Family Behavioral Health	\$150,000	7%
6. Child Safety	\$32,000	2%
7. Commission Operations/Support* <ul style="list-style-type: none"> Administrative costs – not to exceed 20% of total operations budget Program – varies, approximately 7% annually Evaluation varies, approximately 3% annually Misc.(county counsel and audit) 	\$316, 740 (16%) \$158, 370 (8%) \$52,790 (3%) \$35,000 (2%)	28%
*Commission Operations/Support costs are categorized as Administrative, Program, and Evaluation Costs, consistent with the definition of these functions as defined in the First 5 Financial Management Guide. The percent of administrative costs that may be spent on administrative functions in a fiscal year shall be no more than 20% of the Mono Commission's total operating budget.		
Total	\$2016,455	

Summary

Children and Families in Mono County have benefited from myriad services provided by First 5 Mono and collaborations including First 5 for almost 15 years. While multiple services are provided, and have been for many years, parents and community members feel a need for more: 1) opportunities to gather; 2) childcare and early learning opportunities; and 3) early literacy services. First 5 will continue to prioritize the services parents and community members want within the boundaries of its funding sources. The Commission prioritized its investments by program areas—which encompass strategies to address the most commented upon services during the planning process: 1) Home Visiting; 2) Family Behavioral Health; and 3) School Readiness.

As this strategic plan is implemented, First 5 will work with community agencies to improve the indicators in the Strategic Plan. Annual evaluation reports to the Commission at public hearings will provide data demonstrating First 5 Mono's effectiveness at improving indicators, providing services county-wide, and meeting its overarching goal of enhancing the network of support services for families with children ages 0 to 5 years. Evaluation results over the next five years will also help guide the next strategic planning process.

Appendix 1: Summary of Community Input from the 2013 Strategic Plan Update Process

Minutes and correspondence from all public hearings, written comments, community meetings and focus groups are available by contacting the Commission office in Mammoth Lakes.

Compiled comments from all focus groups

What participants like about First 5 programs:

Peapod

- Socialization with kids same age (7)
- Safe indoor space to play- especially in the winter (5)
- Child looks forward to (4)
- Socialization with other parents (4)
- Forming friendships (3)
- Learn about the community (2)
- No Charge (2)
- In-community services (2)
- Decreases isolation
- Beneficial and necessary
- Family oriented
- Learning & education
- Helpful
- Vent frustrations & triumphs
- Not having to commit
- Speakers
- Parent-child interaction
- Art projects
- Toys
- Ideas about parenting topics

Home Visiting

- Support, reassurance (3)
- normalization of parenting (2)
- learning about positive reinforcement
- non-judgmental
- Early identification of special needs
- Someone coming to the house for support
- Really care about my child

Café Mom

- Good for newborns (2)

Round Up

- Get excited about Kindergarten

Story Hour

- Good resource

Tiny Toes

- answered a lot of new mom questions (would like it to resume)

Participants' biggest challenges are:

- Isolation (3)
- No preschool (2)
- Not a lot to do (2)
 - suggestions: museums, sports, ballet, swim lessons

Peapod

- Lack of participation (2)
- Scheduling (doesn't always work with part-time job)
- On days when most dads can't come
- Finding time to participate

Participants' memorable experiences in First 5 programs are:

Peapod

- Leader is the reason mom put son in preschool (2)
- Parachute (2)
- When there were a lot of kids (2)
- Connections with other parents, friendships
- Interaction for caregivers
- Nature bracelets (tape bracelets with objects from nature stuck on them)
- Leader provides activity ideas
- Halloween party (32 kids!)
- Organized activities-peapod

Songs

- Socialization
- Arts & crafts

Home Visiting

- Book to record development
- modeling dealing with two kids
- doing a visit at her own house

Other programs

- Thanksgiving luncheon at Café Mom (2)
- How to sooth & massage a baby-Tiny Toes

What would you change to make the programs better?

Peapod

- More frequent groups, (6)
 - Suggestions: year round. Longer groups, more times a week
- Open enrollment (2)
- Do measuring activities, cooking (2)
- Have 2 groups separated by age (2)
- More participation from dads-playgroups & home visiting (2)

- Permanent facility (2)
- Better communication about programs
- Help getting more attendance
- More manpower & advertising
- Don't allow everybody-peapod
- Pumpkin decorating activity
- Visit community places, like fire stations, once a month

Community needs participants feel families face are:

- Indoor park, recreation center (7)
- Childcare (6)
- More activities, classes (5)- swimming, art, ballet, sports
- Early childhood Love & Logic (3)
- Child-based entertainment (musician)
- Timely heating assistance, emergency services
- Kids Committee for the Antelope Valley (Four designated parents, conduct quarterly events)
- Picnic area that is covered
- Dyslexia education & training (for First 5, Peapod Leaders, & Preschool teachers)
- Playground in Mono City
- Tell moms at the hospital about all the programs offered
- A family area in the Village
- More preschools
- Swimming pool
- Target

“Invest In....” Cards

Themes:

Childcare facility (6)
Gathering Opportunities (5)
Indoor play facility (4)
Early literacy (3)
Classes (2)
Outdoor play equipment (2)
Breastfeeding (2)

Other topics:

Teen parenting classes
Covered picnic area
Curriculum for child care providers
Collaboration with IMACA targeting child care providers
Parent education
Home visiting
Hispanic specific connections for school readiness
Summer bridge
Child entertainment (musical)

Appendix 2: Description of Mono County

Mono County is located south of Lake Tahoe on the eastern side of the Sierra Nevada Mountains. With over 3,000 square miles and a population a bit over 14,000, it is rural in character. Two of the county's 4 passes typically close through the winter, contributing to its geographic isolation.

While the Latino population increased consistently from 1995-2005, the percentage of Latino families currently remains at about 50% and is concentrated in communities whose economies are tourism-based (Mammoth Lakes, June Lake, and Lee Vining). There are three Paiute Tribes—one without federal recognition—and two American Indian Reservations (in Benton and Bridgeport).

Geographic isolation and limited career opportunities are challenges families in Mono County face. Other challenges include: access to medical specialists, high-quality child care, and preschool in the most rural communities (Benton and Bridgeport).

Collaboration between varied agencies, schools, service providers, businesses, the community and faith organizations is common. The small population facilitates easy communication between groups. Residents are quick to help one another and solve issues facing the community.

Mono County is a strikingly beautiful place. The Sierras offer hiking, fishing, hunting, climbing and skiing. Families have the opportunity to know their neighbors, and enjoy low crime rates.

Appendix 3: Committees and Collaborations

Below is a list of coalitions, task forces and committees in which First 5 Mono participates that work to promote health and wellness for families in Mono County

Breast feeding Taskforce

Co-Chairs: Katie Armstrong, Nurse-Mammoth Hospital Labor & Delivery
Stephanie Riley, Dietician, Mammoth Hospital

Purpose: Planning for breastfeeding support in Mono County

Members:

- First 5 Mono
- Mammoth Hospital Labor and Delivery
- Mono County Women Infants and Children

Child Abuse Prevention Council

Chair: Barbara Miller, Program Director—MUSD Husky Club

Coordinator: Didi Tergesen, Mono County Office of Education

Purpose: Provide a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of child abuse cases.

Members:

- First 5 Mono
- Inyo Mono Advocates for Community Action
- Mono County Health and Social Services Departments
- Parent and Community Representatives
- Wild Iris

Child Care Planning Council

Chair: Barbara Miller, Program Director—MUSD Husky Club

Coordinator: Cindy Duriscoe, Director, Child Development and Family Services—Inyo Mono Community Advocates

Purpose: Planning for improvement of child care options in Mono County

Members:

- First 5 Mono
- IMACA Community Connection for Children
- Mammoth Elementary School Husky Club
- Mammoth Kids Corner
- Mono County Health Dept.
- Mono County Office of Education
- Mono County Social Services Dept.
- Parents/consumers of child care

Chronic Disease Taskforce

Chair: Nancy Mahannah

Purpose: Heighten the community's awareness of chronic diseases and their risk factors; improve the community's access to chronic disease resources, including screening, education, health care services, and elimination of health disparities; Use innovative evidence based strategies to promote healthy lifestyle choices that prevent chronic disease; and advocate for policies that support healthy lifestyles and healthy communities.

Members:

- Inyo County Tobacco Control Program Director
- Mammoth Community Water District Risk Manager
- Mammoth Hospital: Community Relations and Clinic Manager
- Mammoth Lakes Foundation Student Housing
- Mammoth Mountain Ski Area: Risk Management
- Mammoth Vons Risk Manager
- Mono County: Health Officer, Health Promotion Division Manager, Public Health Risk Management, and Behavioral Health

Inter-Agency Coordinating Council (ICC)

Chair: Jenni Huh, SELPA Director-Mono County Office of Education

Purpose: Coordinates services for special needs children ages 0-3

Members:

- | | |
|---|---------------------------------------|
| • First 5 Mono | • Mammoth Hospital |
| • Heart to Hand Family Resource Center | • Mono County Health Dept. - CCS |
| • IMACA Community Connection for Children | • Mono County Behavioral Health Dept. |
| • IMACA Head Start | • Mono County Office of Education |
| • Kern Regional Center | • Mono County Social Services Dept. |

Multi-Agency Leadership Council (MAC)

Chair: Stacey Adler, Mono County Superintendent of Schools-Mono County Office of Education

Purpose: To create procedures regarding matters of safety and security

Members:

- Department of Social Services
- Disabled Sports Eastern Sierra
- Eastern Sierra Unified School District
- Mammoth Lakes Police Department
- Mammoth Mountain Ski Area
- Mammoth Unified School District
- Mono County Behavioral Health
- Mono County Court
- Mono County District Attorney
- Mono County Health Department
- Mono County Office of Education
- Mono County Probation
- Mono County Sherriff
- Wild Iris

Oral Health Taskforce

Chair: Hilary Bayliss, Health Program Manager-Mono County Health Department

Purpose: Planning for the improvement of oral health in Mono County

Members:

- DDS Comfort
- DDS Schragar
- First 5 Mono
- IMACA Head Start
- Mammoth Hospital & Clinics
- MCOE School Nurse
- Mono County Health Department
- Mono County WIC
- Sierra Park Dental Clinic

Safe Kids California, Mono Partners

Coordinator: Didi Tergesen, Mono County Office of Education

Purpose: Planning for improvement of child safety in Mono County

Members:

- California Highway Patrol
- First 5 Mono
- Mammoth Hospital
- Mammoth Lakes Fire Department
- Mammoth Lakes Police Department
- Mammoth Mountain Ski Area
- Mono County Health Department
- Mono County Office of Education
- Mono County Sheriffs

Strengthening Families

Chair: Didi Tergesen, Mono County Office of Education

Purpose: Planning for strengthening families in Mono County

Members:

- First 5 Mono
- Mono County Behavioral Health
- Mono County Office of Education
- Mono County Social Services

Toiyabe Indian Health Project

Chair: Dale "Chad" Delgado, Jr., Tribal Chair-Bishop Paiute Tribe

Purpose: Provide healthcare and promote wellness to Indian Communities

Members:

- Big Pine Paiute Tribe of the Owens Valley
- Bishop Paiute Tribe
- Bridgeport Indian Colony
- Fort Independence Indian Reservation
- Lone Pine Paiute-Shoshone Reservation
- Timbisha Shoshone Tribe
- Utu Utu Gwaitu Paiute Tribe

First 5 Mono Children and Families Commission

Chair: Stacey Adler, Superintendent of Schools-Mono County Office of Education

Purpose: Oversee the distribution of First 5 funds to benefit children 0-5

Members:

- Stacey Adler, Superintendent of Schools-Mono County Office of Education
- Kim Escudero, Pediatrician-Sierra Park Pediatrics
- Karin Humiston, Director- Mono County Probation
- Byng Hunt, Mono County Board of Supervisors
- Rick Johnson, Mono County Public Health Officer
- Barbara Miller, Program Director-MUSD Husky Club
- Jeanne Sassin, Teacher-Lee Vining Elementary School

**INTRA-AGENCY AGREEMENT BETWEEN THE COUNTY OF MONO
AND
THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION
FOR
THE USE OF CDBG FUNDS (GRANT # 15-CDBG-10576) FOR
CHILDCARE AND PRESCHOOL ACTIVITIES IN MONO COUNTY**

THIS INTRA-AGENCY AGREEMENT, entered this _____ day of _____, 2016 by and between the County of Mono, a political subdivision of the State of California (herein called the "Grantee") and the Mono County Children and Families Commission, an agency of the Grantee charged with planning, developing, and implementing programs on behalf of Grantee that support the early development of children up to five years of age within Mono County (see Mono County Code Chapter 7.90 and Cal. Health & Safety Code §§ 130100 et seq.) (herein after "First 5").

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, a portion of such funds are allocated for the development and implementation of childcare and preschool programs for children up to five years of age in underserved areas of Mono County; and

WHEREAS, the Grantee and First 5 wish to set forth an intra-agency plan for the utilization of the CDBG funds by First 5 to provide childcare and preschool programs consistent with the Grant, the HCD Act, and other applicable laws (hereinafter the "Applicable Requirements");

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

First 5 will be responsible for implementing and administering CDBG Grant 15-CDBG-10576 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 Facility Compliance. First 5 will enter into a subrecipient agreement with the Eastern Sierra Unified School District (hereinafter ESUSD), which shall be subject to approval by

the Mono County Administrator and County Counsel (herein the "ESUSD Agreement"). The ESUSD Agreement shall provide for the acquisition and installation of playground equipment, a play yard fence, toilets and hand washing stations (herein the "Equipment") as necessary to make two classrooms on ESUSD-owned property (one at Edna Beaman Elementary School in Benton and the other at Bridgeport Elementary School) Title 22 compliant for the purpose of serving as child care/preschool facilities.

Activity #2 Child Care Delivery. Upon completion of the tasks set forth in Activity #1, First 5 shall provide or contract for the provision of for those child care and preschool activities described in detail in the Scope of Services, which follows the signature portion of this Agreement and is hereby incorporated by this reference.

General Administration

. First 5 will provide all administrative support necessary throughout the duration of the Facility Compliance and Child Care Delivery phases including, but not limited to:

- A. Monitor, and apprise ESUSD and Grantee (including First 5) of deadlines and actions necessary to ensure compliance with Applicable Requirements as per Chapter 12 of the CDBG Monitoring Handbook.
- B. In consultation with the Mono County Counsel, review the procurement processes of ESUSD and all related documentation to ensure that Applicable Requirements are met.
- C. Review and monitor program activities and delivery to ensure compliance by ESUSD and Grantee (including First 5) with Applicable Requirements.
- D. Ensure Financial Management systems are kept in accordance with 24 CFR 85.20.
- E. Prepare all required administrative documents for CDBG including: Setup and Completion reports, General Conditions Clearance Checklists, Environmental Review documents, Funds Request forms, Summary Expenditure Forms, Annual and Semi Annual Report Request, Annual and Semi Annual Labor Standards Enforcement Report (HUD Form 4710), Financial Accomplishments Report (FAR), and Grantee Performance Report (GPR),

- F. Prepare all required procurement forms including Architect/Engineering Certification Form and any other applicable form in Chapter 8 of the CDBG Grant Management Manual.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

First 5 certifies that the activity(ies) carried out under this Agreement will meet two of the National Objectives: benefit low- and moderate-income persons and meet community development needs having a particular urgency. These objectives will be met as there are currently no licensed child care providers in Bridgeport or Benton, both of which include residents with low and moderate income. Construction and operation of child care facilities in both locales will meet a long-standing need in both communities and offer educational opportunities for children from families with low and moderate income while also providing the child care necessary for parents to work.

C. Levels of Accomplishment – Goals and Performance Measures

First 5 will provide, either directly or through subcontract or subrecipient agreement as appropriate, the following levels of program services. Longer periods may be allowed when necessary due to compliance issues and/or weather, as determined by the parties.

Activity #1: Equipment procurement. This task shall be performed in compliance with all Applicable Requirements and shall result in the acquisition of Equipment necessary to convert two existing spaces in underserved, income eligible communities (one at Edna Beaman Elementary School in Benton and one at Bridgeport Elementary School in Bridgeport) into Title 22-compliant child care/preschool facilities. DATES: January 2016 – August 2016.

Activity #2 Architectural planning related to equipment installation:
DATE February - May 2016

Activity #3: Equipment installation. This task shall be performed in compliance with all Applicable Requirements and shall result in the installation of all Equipment necessary to convert two existing spaces (one at Edna Beaman Elementary School in Benton and one at Bridgeport

Elementary School) into Title 22-compliant child care/preschool facilities.
DATES: February 2016 – August 2016.

Activity #4: Program delivery. This task shall be performed in compliance with all Applicable Requirements, and includes the provision of preschool and child care services to eligible children in the targeted communities as described and in compliance with the Scope of Services set forth below. DATES: September 2016 --June 2018

Activity #5: Compliance Monitoring and Reporting. Ensure compliance with all Applicable Requirements throughout the term of this Agreement and during any time thereafter during which First 5 remains in control of CDBG funds or other CDBG assets, including program income. Perform required monitoring, program delivery, reporting and related activities. DATES: Ongoing.

D. Staffing

First 5 Director: 10% FTE
And additional staffing as outlined in subrecipient agreement between First 5 Mono and ESUSD.

E. Performance Monitoring

The Grantee will monitor the performance of First 5 against goals and performance standards as stated above. Substandard performance as determined by the Grantee's Board of Supervisors will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by First 5 within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated and tasks may be assigned to a different department or agency of Grantee.

II. TIME OF PERFORMANCE

Services of First 5 shall start upon approval of this Agreement and end on the 30day of June, 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which First 5 remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Administration Budget January 2016-June 2018	
First 5 Executive Director (up to 10% FTE, 2.5 yrs)	17,442

Start up Budget	
Fencing/Matting/Asphalt Labor and Materials	\$40,860
Wall Construction/Plumbing/ Painting/Flooring/Lighting/Electrical/Cabinet Labor and Materials	\$25,000
Educational Materials	\$1,256
Furniture	\$3,000
Architect/ Drafting Fees	\$20,000
Total Start Up Budget	\$90,116
Operational Budget FY 2016-17	
2 x Administrator (1.02% FTE)	\$4,634
2 x Secretary (4.19% FTE)	\$4,120
2 x Fiscal Coordinator (.87% FTE)	\$1,808
2 x Provider	\$58,297
2 x Paraprofessional	\$34,821
Custodian (3.46% FTE)	\$3,010
Substitutes	\$3,794
Statutory Benefits	\$24,517
Health and Welfare	\$46,484
Books/ Supplies	\$695
Nutrition	\$4,320
Facilities	\$1,000
Total Operation Budget	\$187,500

Operational Budget FY 2017-18	
2 x Administrator (1.02% FTE)	\$4,634
2 x Secretary (4.19% FTE)	\$4,120
2 x Fiscal Coordinator (.87% FTE)	\$1,808
2 x Teacher	\$58,297
2 x Aide	\$34,821
Custodian (3.46% FTE)	\$3,010
Substitutes	\$3,794
Statutory Benefits	\$24,517
Health and Welfare	\$46,484
Books/ Supplies	\$695
Nutrition	\$4,320
Facilities	\$1,000
Total Operation Budget	\$187,500

Total Child Care Services	\$465,116
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Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee's Finance Department may require a more detailed budget breakdown than the one contained herein, and First 5 shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Finance Department. Any amendments to the budget must be approved in writing by both the Grantee's Finance Department and First 5. A 10% change between line items will be allowed with approval of HCD.

IV. PAYMENT

It is expressly agreed and understood that the total amount transferred to the First 5 and ESUSD fund by the Grantee under this Agreement shall not exceed \$485,116. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of First 5's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Leslie Chapman, CAO
Mono County
PO Box 686
Bridgeport, CA 93517
760-932-5410
760-932-5411

First 5

Molly DesBaillets, Exec. Director
First 5 Mono
365 Sierra Park Road
Mammoth Lakes, CA 93546
760-924-7626
760-934-8443

VI. SPECIAL CONDITIONS

See Scope of Services attached hereto and incorporated by this reference. First 5 shall comply with all terms and conditions set forth in the ESUSD Agreement entered into by and between First 5 and the Eastern Sierra Unified School District for implementation of the services set forth herein.

VII. GENERAL CONDITIONS

A. General Compliance

First 5 agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations First 5 further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Hold Harmless

First 5 shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of First 5's performance or nonperformance of the services or subject matter called for in this Agreement.

C. Workers' Compensation

First 5 shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

As an agency of Grantee, First 5 is insured through Grantee. At all times, Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

As applicable, First 5 shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

First 5 shall require appropriate levels of insurance and bonding as a part of any subcontract or subrecipient agreement entered into under this Agreement, consistent with 24 CFR 84.31 and 84.48.

E. Grantee Recognition

First 5 shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, First 5 will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantee or First 5 may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or First 5 from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and First 5.

G. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if First 5 materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time (i.e., Applicable Requirements);
2. Failure, for any reason, of First 5 to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by First 5 to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or First 5, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in

the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

First 5 agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

First 5 shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

First 5 shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. If such records are in the possession of a contractor or subrecipient, then First 5 shall obtain copies of such records for purposes of this requirement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

First 5 shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

First 5 shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

First 5 understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or First 5's responsibilities with respect to services provided under this contract, is prohibited by FERPA and other applicable state and federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

First 5's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that First 5 has control over CDBG funds, including program income.

6. Audits & Inspections

First 5's records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by First 5 within 30 days after receipt by First 5. Failure of First 5 to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. First 5 hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning First 5 audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

First 5 shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by First 5 shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, First 5 may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, First 5 will develop an indirect cost allocation plan for determining First 5's appropriate share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will transfer to First 5 funds available under this Agreement based upon information submitted by First 5 and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by,

and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in First 5 accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of First 5.

4. Progress Reports

First 5 shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

First 5 shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, First 5 shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

First 5 shall obtain written approval from the Grantee for any travel outside the County of Mono with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. First 5 shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under First 5's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National

Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If First 5 fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, First 5 shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. First 5 may retain real property acquired or improved under this Agreement after the expiration of the five-year period. The County agrees to pursue future CDBG applications for the continued provision of preschool/child care services as described herein, provided that such activities are eligible for funding and the legally-mandated public process yields support for such applications.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by First 5 for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

First 5 agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] First 5 shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. First 5 also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

First 5 agrees to comply with all state and local regulations and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

First 5 agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, First 5 shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. First 5, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

First 5 agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide First 5 with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

First agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to First 5 to assist in the formulation of such program. First 5 shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

First 5 will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. First 5 may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

First 5 shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

First 5 will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the agency's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

First 5 will, in all solicitations or advertisements for employees placed by or on behalf of the agency, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

First 5 will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

First 5 is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

First 5 agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. First 5 agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. First 5 shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

First 5 agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts

1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve First 5 of its obligation, if any, to require payment of the higher wage. First 5 shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

“Section 3” Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, First 5 and any of the First 5's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, First 5 and any of First 5's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. First 5 certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

First 5 further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

First 5 further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

First 5 certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: First 5 agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: First 5 will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. First 5 will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

First 5 shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to First 5 from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: First 5 shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: First 5 will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: First 5 shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: First 5 shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

First 5 agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

First 5 agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) First 5 shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of First 5's shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, First 5, or any designated public agency.

5. Lobbying

First 5 hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

First 5 agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

First 5 agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry,

reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), First 5 shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

First 5 agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

First 5 agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by First 5 does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and First 5 for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and First 5 with respect to this Agreement.

Because First 5 is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 apply.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Mono County

First 5

By _____
Chief Administrative Officer

By _____

Title _____

Attest _____
COUNTY CLERK

Countersigned: _____
FINANCE OFFICER

By _____

Title _____

Fed. I. D. _____

—

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

COUNTY COUNSEL

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

SCOPE OF SERVICES

SCOPE OF SERVICES

A. Principal Tasks

First 5, through subrecipient agreement with ESUSD will acquire and install, directly or through a subcontract agreement, such Equipment as is necessary to establish two Title 22-compliant preschool facilities at ESUSD-owned facilities at Edna Beaman Elementary School in Benton and at Bridgeport Elementary School in Bridgeport. ESUSD will perform all related administrative duties for this process and ensure that all contractors conduct themselves and provide services in full compliance with all Applicable Requirements.

First 5 will provide, directly or through subcontract or subrecipient agreement ESUSD will provide day care/preschool and related services to eligible children at Edna Beaman Elementary School and Bridgeport Elementary School over the period of August 2016 to June 2018. With funding from the Year 2015 CDBG program of Mono County, ESUSD will make available the equivalent of approximately 20 7-hour day care slots for 180 days per year during this period (10 at each site, or as many as allowable by licensing). ESUSD will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds (i.e., the Applicable Requirements), and in a manner satisfactory to the Grantee.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by ESUSD and First 5 on behalf of the Grantee.

The major tasks that ESUSD will perform in connection with the provision of the eligible day care/preschool services include, but are not limited to, the following:

- 1) Equipment Acquisition and Installation. Procure and install the Equipment described in this Agreement necessary to establish two Title-22 compliant day care/preschool facilities in underserved communities in Mono County. The facilities shall be located on ESUSD elementary school campuses in Bridgeport (Bridgeport Elementary School) and Benton (Edna Beaman Elementary School), California.
- 2) Architectural Planning and Design. Perform directly, or through subcontract agreement, such architectural, planning, design, permitting, or related services as are necessary to establish the facilities.

- 3) Facility Maintenance. Maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of a day care center. This will include all requirements for lead-based paint testing and abatement, as necessary. The facilities must also be handicapped accessible, and organized into separate areas appropriate for each of the age groupings being served (toddler, 14 months to 2.5 years; pre-school, 2.5 to 4 years; and pre-kindergarten, 4 to 5 years).

- 4) Service Providers. Recruit and hire qualified Providers to provide the day care/preschool programs. Ensure that the numbers, background and qualifications of the Providers of the on-site day care and any related services at all times are appropriate for the enrolled child population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 5) Services. Offer day care/preschool services from 8:15-3:15 Monday through Friday to approved eligible families. Families should be provided the option of enrolling their children in either part-time (4 hours) or full-time (7 hours) day care slots, provided that children from eligible low- to moderate-income families occupy 11 of the 20 projected “full-time equivalent” slots available at the day care center Days of operation will follow the ESUSD school-day schedule
- 6) Meals. Provide two nutritionally balanced snacks and a lunch every day for children participating full time.
- 7) Curriculum. Provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 8) Records. Maintain program and financial records documenting the attendance, provision of services, and Subrecipient expenses relative to the children receiving day care services as a result of assistance provided through the CDBG program.

The major tasks that First 5 will perform in connection with the provision of eligible day care/preschool services include:

- 1) Facility Licensing. Secure all necessary licenses to enable the facilities to operate as preschools under Title 22 of the California Code of Regulations.
- 2) Outreach. Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the fully-subsidized day care slots available, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible and will be available in English and Spanish. Upon request and by mutual agreement, Subrecipient may assist in these activities.
- 3) Enrollment. Accept applications and perform eligibility determinations. Fifty-one percent of the children served will be aged 14 months to 5 years (age limitations may vary depending upon licensing requirements) from families in Mono County with incomes that do not exceed the low- and moderate-income limits of the CDBG program, by family size, will be

eligible for enrollment in the subsidized day care slots. The reminder of the slots, if any, will be offered to other children from the location of the child care based on the age of the child. Older children will be given priority.

B. Budget and Method of Compensation

With the submission of original monthly bills together with proper support documentation, for the services described in Section A. of this Scope of Services, reimbursement for expenditures will be transferred into the First 5 Fund on a monthly basis according to the following schedule:

For day care services: A *pro rata* share of First 5's allowable monthly expenses for the provision of day care services as supported by a cost allocation plan prepared in accordance with OMB Circular A-122 and the Department of Health and Human Services Publication OASMB-5. FTE day-care slots may be used as the allocation basis for the plan if it can be shown that this basis provides for an equitable distribution of the indirect costs.

For facility compliance activities: All costs associated with Equipment acquisition and installation will be documented and included for reimbursement with draw down requests. Activities will occur from the time this document is signed until the installation is complete, anticipated schedule: March-August 2016 Draw down requests will be processed within 25 days of receipt.

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN FIRST 5 MONO COUNTY AND EASTERN SIERRA UNIFIED SCHOOL DISTRICT FOR THE USE OF CDBG FUNDS (GRANT # 15-CDBG-1576) FOR THE PROVISION OF CHILD CARE SERVICES IN BRIDGEPORT AND BENTON, CALIFORNIA

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between First 5 Mono County (an agency of Mono County charged with planning, developing, and implementing programs of behalf of the County that support early development of children up to five years of age in Mono County, herein called the “First 5” or collectively with Mono County, the “Grantee”) and Eastern Sierra Unified School District (herein called the “Subrecipient” or “ESUSD”).

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program (“the Department”) originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (the “Grant”); and

WHEREAS, First 5 wishes to engage the Subrecipient to assist the Grantee in utilizing such funds in compliance with the Grant, the HCD Act, and other applicable laws (hereinafter the “Applicable Requirements”);

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for implementing and administering a CDBG Grant for Child Care Services (the child care will operate as a preschool serving 3 and 4 year olds and conducting daily school readiness activities) in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 Facility Compliance: *Complete a CDBG-compliant procurement process for the purchase of equipment necessary to make two classrooms (one at Edna Beaman Elementary School in Benton and one at Bridgeport Elementary School) compliant with the requirements of Title 22 of the California Code of Regulations applicable to the*

provision of preschool and childcare services. Said equipment to include: In Benton: 1) two toilets; 2) two hand washing stations; 3) play yard equipment; and 4) a play-yard fence. In Bridgeport: 1) one toilet; 2) one hand washing station; 3) play yard equipment; and 4) a play-yard fence (hereinafter the "Equipment.")

- Activity #2 Complete a CDBG-compliant procurement process for any necessary architectural and/or installation services associated with making the Equipment usable for its intended purpose at the two school sites.*
- Activity #3 At a minimum, architectural documents will include plans for installation of the Equipment at each of the two school sites.*
- Activity #4 Oversee the selected architect(s) and/or contractor(s) in completion the architectural and installation services at the two school site in accordance with CDBG rules and regulations.*
- Activity #5** Child Care Delivery. Upon completion of the tasks set forth in Activities #1-4, the Subrecipient shall provide those child care and preschool activities described in detail in the Scope of Services, which follows the signature portion of this Agreement and is hereby incorporated by this reference.

General Administration

ESUSD shall ensure that its procurement procedures and documents comply with all HUD and CDBG requirements. Grantee is available to provide support with questions regarding such requirements, and the processing of invoices from the Subrecipient.

First 5 will provide administrative support as necessary throughout the duration of the Facility Compliance and Child Care Delivery phases of the project including, but not limited to:

- A. Monitoring, and apprising ESUSD of deadlines and actions necessary to ensure compliance with applicable legal requirements.
- B. Reviewing and monitoring program activities and delivery to ensure compliance by ESUSD) with Applicable Requirements.
- C. Ensure Financial Management systems are kept in accordance with 24 CFR 85.20.

- D. Prepare all required administrative documents for CDBG including: Setup and Completion reports, General Conditions Clearance Checklists, Environmental Review documents, Funds Request forms, Summary Expenditure Forms, Annual and Semi Annual Report Request, Annual and Semi Annual Labor Standards Enforcement Report (HUD Form 4710), Financial Accomplishments Report (FAR), and Grantee Performance Report (GPR),
- E. Prepare all required procurement forms including Architect/Engineering Certification Form and any other applicable form in Chapter 8 of the CDBG Grant Management Manual.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet two of the National Objectives: benefit low- and moderate-income persons and meet community development needs having a particular urgency. These objectives will be met as there are currently no licensed child care providers in Bridgeport or Benton, both of which include residents with low and moderate income. Operation of child care facilities in both locales will meet a long-standing need in both communities and offer educational opportunities for low and moderate income children while also providing the child care necessary for parents to work.

C. Levels of Accomplishment – Goals and Performance Measures

ESUSD will provide, either directly or through subcontract, the following levels of program services. Longer periods may be allowed when necessary due to compliance issues and/or weather, as determined by the parties.

Activity #1 Planning. This task involves developing or procuring all necessary plans related to the acquisition and installation of Equipment necessary to convert two existing spaces in underserved, income eligible communities (one at Edna Beaman Elementary School in Benton and one

at Bridgeport Elementary School in Bridgeport) into Title 22-compliant child care facilities DATES: February-May 2016

Activity #2: Equipment Procurement. This task consists of the acquisition of the Equipment necessary to convert two existing spaces in underserved, income eligible communities (one at Edna Beaman Elementary School in Benton and one at Bridgeport Elementary School in Bridgeport) into Title 22-compliant child care facilities. DATES: February 2016 – May 2016.

Activity #3: Equipment Installation. This task shall be performed in compliance with all Applicable Requirements and shall result in the installation of all Equipment necessary to convert two existing spaces (one at Edna Beaman Elementary School in Benton and one at Bridgeport Elementary School) into Title 22-compliant child care facilities. DATES: March 2016 – July 2016.

Activity #4: Child Care Program Delivery. This task shall be performed in compliance with all Applicable Requirements, and includes the provision of preschool and child care services to eligible children in the targeted communities as described and in compliance with the Scope of Services set forth below. DATES: September 2016 --June 2018

Activity #5: Compliance Monitoring and Reporting. Ensure compliance with all Applicable Requirements throughout the term of this Agreement and during any time thereafter which ESUSD is in control of CDBG assets, including program income. Perform required monitoring, program delivery, reporting and related activities. DATES: Ongoing.

D. Staffing

Superintendent of Schools (2.04% FTE)

Fiscal Coordinator (1.74% FTE)

Edna Beaman:

Secretary (4.19% FTE)

Provider (7.5 hours 180 days)

Paraprofessional (6.5 hours 180 days)

Custodian (3.46% FTE)

Bridgeport:

Secretary (4.19% FTE)

Provider (7.5 hours 180 days)

Paraprofessional (6.5 hours 180 days)
Custodian (3.46% FTE)

E. Performance Monitoring

The Grantee will monitor the performance of ESUSD against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by ESUSD within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated and tasks may be assigned to a different department or agency of Grantee.

F. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee's Commission will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated and tasks may be assigned to a different agency.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start upon execution of this Agreement and end on the 30 day of June, 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<i>Start up Budget</i>	
Fencing/Matting/Asphalt Labor and Materials	\$40,860
Wall Construction/Plumbing/ Painting/Flooring/Lighting/Electrical/Cabinet Labor and Materials	\$25,000
Educational Materials	\$1,256
Furniture	\$3,000
Architect/ Drafting Fees	\$20,000
Total Start Up Budget	\$90,116

Operational Budget FY 2016-17	
2 x Administrator (1.02% FTE)	\$4,634
2 x Secretary (4.19% FTE)	\$4,120
2 x Fiscal Coordinator (.87% FTE)	\$1,808
2 x Provider	\$58,297
2 x Paraprofessional	\$34,821
Custodian (3.46% FTE)	\$3,010
Substitutes	\$3,794
Statutory Benefits	\$24,517
Health and Welfare	\$46,484
Books/ Supplies	\$695
Nutrition	\$4,320
Facilities	\$1,000
Total Operation Budget	\$187,500

Operational Budget FY 2017-18	
2 x Administrator (1.02% FTE)	\$4,634
2 x Secretary (4.19% FTE)	\$4,120
2 x Fiscal Coordinator (.87% FTE)	\$1,808
2 x Teacher	\$58,297
2 x Aide	\$34,821
Custodian (3.46% FTE)	\$3,010
Substitutes	\$3,794
Statutory Benefits	\$24,517
Health and Welfare	\$46,484
Books/ Supplies	\$695
Nutrition	\$4,320
Facilities	\$1,000
Total Operation Budget	\$187,500

Total Child Care Services	\$465,116
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Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$465,116. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Molly DesBaillets, Exec. Director
First 5 Mono
365 Sierra Park Road
Mammoth Lakes, CA 93546
Telephone: 760-924-7626
Fax Number: 760-934-8443

Subrecipient

Don Clark, Superintendent of Schools
Eastern Sierra Unified School District
P.O. Box 575
Bridgeport, CA 93517
Telephone: 760-932-7443
Fax Number: 760-932-7140

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review

process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

Workers Compensation. Subrecipient shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to Grantee as an additional insured.

General Liability. Subrecipient shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Subrecipient under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and

work required to be performed by Subrecipient under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Self-insurance or insurance through a Joint Powers Agency, which provides the same level of coverage is also acceptable.

Prior to commencing any work under this agreement, Subrecipient shall provide Grantee: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono (including First 5), its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the Grantee.

Fidelity Bond. The Subrecipient shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee and shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance. No Fidelity Bond is required payments are made on a reimbursement basis.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the First 5 and Mono County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time (i.e. Applicable Requirements);
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational

Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. If such records are in possession of a contractor, then the Subrecipient shall obtain copies of such records for purposes of this requirement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain and share with the Grantee all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

First 5 shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Subrecipient shall cooperate with all requests from First 5 for information and/or records necessary for First 5 to perform this function.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Family Educational Rights and Privacy Act (FERPA) and other applicable state and federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee. In the event there is no program income, the provisions of the paragraph do not apply.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available from the First 5 Fund in the County Treasury under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the County of Mono with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, First 5 shall pay Mono County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to Mono County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all state and local regulations and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

"Section 3" Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and

agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For

purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient’s subcontractors shall certify and disclose accordingly:
- d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

First 5 Mono County

Eastern Sierra Unified School District

By _____
Executive Director First 5 Mono County

By _____
Superintendent of Schools

Attest _____
CLERK

Countersigned: _____
FINANCE OFFICER

By _____
Title _____

Fed. I. D.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MONO COUNTY COUNSEL

APPROVED BY RISK MANAGEMENT:

Mono County Risk Manager

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

SCOPE OF SERVICES

A. Principal Tasks

ESUSD will acquire and install, directly or through a subcontract agreement, such Equipment as is necessary to establish two Title 22-compliant preschool facilities at ESUSD-owned facilities at Edna Beaman Elementary School in Benton and at Bridgeport Elementary School in Bridgeport. ESUSD will perform all related administrative duties for this process and ensure that all contractors conduct themselves and provide services in full compliance with all Applicable Requirements.

ESUSD will provide day care/preschool and related services to eligible children at Edna Beaman Elementary School and Bridgeport Elementary School over the period of August 2016 to June 2018. With funding from the Year 2015 CDBG program of Mono County, ESUSD will make available the equivalent of approximately 20 7-hour day care slots for 180 days per year during this period (10 at each site, or as many as allowable by licensing). ESUSD will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds (i.e., the Applicable Requirements), and in a manner satisfactory to the Grantee.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by ESUSD and First 5 on behalf of the Grantee.

The major tasks that ESUSD will perform in connection with the provision of the eligible day care/preschool services include, but are not limited to, the following:

- 1) Equipment Acquisition and Installation. Procure and install the Equipment described in this Agreement necessary to establish two Title-22 compliant day care/preschool facilities in underserved communities in Mono County. The facilities shall be located on ESUSD elementary school campuses in Bridgeport (Bridgeport Elementary School) and Benton (Edna Beaman Elementary School), California.
- 2) Architectural Planning and Design. Perform directly, or through subcontract agreement, such architectural, planning, design, permitting, or related services as are necessary to establish the facilities.
- 3) Facility Maintenance. Maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of a day care center. This will include all requirements for lead-based paint testing and abatement, as necessary. The facilities must also be handicapped accessible, and organized into separate areas appropriate

for each of the age groupings being served (toddler, 14 months to 2.5 years; pre-school, 2.5 to 4 years; and pre-kindergarten, 4 to 5 years).

- 4) Service Providers. Recruit and hire qualified Providers to provide the day care/preschool programs. Ensure that the numbers, background and qualifications of the Providers of the on-site day care and any related services at all times are appropriate for the enrolled child population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 5) Services. Offer day care/preschool services from 8:15-3:15 Monday through Friday to approved eligible families. Families should be provided the option of enrolling their children in either part-time (4 hours) or full-time (7 hours) day care slots, provided that children from eligible low- to moderate-income families occupy 11 of the 20 projected “full-time equivalent” slots available at the day care center Days of operation will follow the ESUSD school-day schedule
- 6) Meals. Provide two nutritionally balanced snacks and a lunch every day for children participating full time.
- 7) Curriculum. Provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 8) Records. Maintain program and financial records documenting the attendance, provision of services, and Subrecipient expenses relative to the children receiving day care services as a result of assistance provided through the CDBG program.

The major tasks that First 5 will perform in connection with the provision of eligible day care/preschool services include:

- 1) Facility Licensing. Secure all necessary licenses to enable the facilities to operate as preschools under Title 22 of the California Code of Regulations.
- 2) Outreach. Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the fully-subsidized day care slots available, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible and will be available in English and Spanish. Upon request and by mutual agreement, Subrecipient may assist in these activities.
- 3) Enrollment. Accept applications and perform eligibility determinations. Fifty-one percent of the children served will be aged 14 months to 5 years (age limitations may vary depending upon licensing requirements) from families in Mono County with incomes that do not exceed the low- and moderate-income limits of the CDBG program, by family size, will be

eligible for enrollment in the subsidized day care slots. The reminder of the slots, if any, will be offered to other children from the location of the child care based on the age of the child. Older children will be given priority.

B. Budget and Method of Compensation

With the submission of original monthly bills together with proper support documentation, for the services described in Section A. of this Agreement, reimbursement for expenditures will be paid to ESUSD with a check on a monthly basis according to the following schedule:

For day care services: A *pro rata* share of ESUSD's allowable monthly expenses for the provision of day care services as supported by a cost allocation plan prepared in accordance with OMB Circular A-122 and the Department of Health and Human Services Publication OASMB-5. FTE day-care slots may be used as the allocation basis for the plan if it can be shown that this basis provides for an equitable distribution of the indirect costs.

For facility compliance activities: All costs associated with Equipment acquisition and installation will be documented and included for reimbursement with draw down requests. Activities will occur from the time this document is signed until the installation is complete, anticipated schedule: March-August 2016 Draw down requests will be processed within 30 days of receipt.

**AGREEMENT BETWEEN MONO COUNTY CHILDREN
AND FAMILIES COMMISSION AND NATALIE FEENEY FOR THE PROVISION OF
ABRIENDO PUERTAS CLASSES**

WHEREAS, the Mono County Children and Families Commission of the County of Mono (hereinafter referred to as “the Commission”) may have the need for the services of Natalie Feeney, of Mammoth Lakes, California (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF WORK.**

The Contractor shall furnish to the Commission, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the Commission to the Contractor to perform under this Agreement will be made by the Executive Director, or designated representative. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the Commission's need for such services. The Commission makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the Commission under this Agreement. By this Agreement the Commission incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the Commission should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the Commission's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and Commission laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

2. **TERM.**

The term of this Agreement shall be from the date of execution to June 30, 2016, unless sooner terminated as provided below.

3. **CONSIDERATION.**

A. Compensation. Commission shall pay Contractor a total of \$36.00 per hour for the services and work described in Attachment A that are performed by Contractor at Commission's request.

B. Travel and Per Diem. Contractor will **not** be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the Commission under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from Commission or from the County of Mono, any

additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the Commission or Mono County to Contractor for services and work performed under this Agreement shall not exceed one thousand dollars (\$1,000.00) (hereinafter referred to as "contract limit"). Commission expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the Commission, invoices for all services provided. Invoices shall include service dates and a summary of services rendered. All payments will follow within three weeks of invoice submission.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, Commission will not withhold any federal or state income taxes or social security from any payments made by Commission to Contractor under the terms and conditions of this Agreement.

(2) Commission shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499).

(3) Except as set forth above, Commission has no obligation to withhold any taxes or payments from sums paid by Commission to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. Commission has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by Commission to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the Commission. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with Commission to ensure that all services and work requested by Commission under this Agreement will be performed within the time frame set forth by Commission.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the Commission. Contractor will provide Commission, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and Commission as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, Commission reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement, except as where specifically noted in Attachment A. Commission is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COMMISSION PROPERTY.

A. Personal Property of Commission. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by Commission pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the Commission. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the Commission. At the termination of the Agreement, Contractor will convey possession and title to all such properties to Commission.

8. WORKERS' COMPENSATION.

Where required by law, Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million

(\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.

9. INSURANCE.

- A. General Liability. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+".

Prior to commencing any work under this agreement, Contractor shall provide Commission: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono and the Mono County Children and Families Commission, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the Commission. This coverage may be obtained, at Contractor's expense, with help from the Commission.

- B. Automobile Liability Insurance. Contractor shall provide Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 combined single limit per occurrence applicable to all owned, non-owned and hired vehicles utilized by Contractor in the performance of those services set forth in Attachment A. This coverage may be waived by Mono County Risk Management in writing if it is determined there is no significant exposure to these risks.
- C. Professional Errors and Omissions Liability Insurance. Contractor shall provide professional errors and omission liability insurance in an amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million dollars (\$1,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. This may be obtained, at Contractor's expense, through Mono County Risk Management.
- D. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Commission and Mono County Risk Management. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Commission and Mono County, their officials, officers, employees, and volunteers; or

the Contractor shall provide evidence satisfactory to the Commission and Mono County Risk Management guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10. STATUS OF CONTRACTOR.

All acts of Contractor, his/her agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the Commission or of Mono County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the Commission or Mono County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the Commission or of Mono County is to be considered an employee of Contractor. It is understood by both Contractor and Commission that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to Commission only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to Commission's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of Commission or of Mono County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless the Commission, the County of Mono, their agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the Commission, the County of Mono, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the Commission, Mono County, their agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of Commission or Mono County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that Commission determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, Commission has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. CANCELLATION.

This Agreement may be canceled by Commission without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving to Commission thirty (30) days written notice of such intent to cancel.

15. ASSIGNMENT.

This is an agreement for the personal services of Contractor. Commission has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of the Commission.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by the Commission in a timely manner, or fails in any way as required to conduct the work and services as required by the Commission, the Commission may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such

termination by default, Commission will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

18. CONFIDENTIALITY.

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the Commission.

19. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the Commission in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the Commission, or who has been an adverse party in litigation with the Commission, and concerning such, Contractor by virtue of this Agreement has gained access to the Commission's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or Commission statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of the Commission to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, Commission has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification

of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or Commission shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to the respective parties as follows:

Mono County Children & Families Commission:
Molly DesBaillets, Executive Director
P.O. Box 130
Mammoth Lakes, California 93514

Natalie Feeney
P.O. Box
Mammoth Lakes, CA 93546

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS ____ DAY OF _____, _____.

COMMISSION

By: _____
Molly DesBaillets
Dated: _____

CONTRACTOR

By: _____
PRINT: _____
Dated: _____

APPROVED AS TO FORM:

Legal Counsel for Commission

APPROVED BY RISK MANAGEMENT:

ATTACHMENT A

AGREEMENT BETWEEN MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND NATALIE FEENEY FOR THE PROVISION OF ABRIENDO PUERTAS CLASSES

TERM:

FROM: DATE OF EXECUTION

TO: June 30, 2016

SCOPE OF WORK:

The Contractor agrees to render the following services, as requested by the Commission:

The Contractor agrees to provide Abriendo Puertas classes to families with children birth to 5 in Mammoth Lakes, which includes, but is not limited to, the following services:

- Assist the First 5 Office with the planning and implementation of Abriendo Puertas.
- Use the Abriendo Puertas curriculum to provide 7 1.5 hour classes.
- Concepts to be covered include: early literacy, good oral health, school readiness, and family empowerment.
- Collect data on numbers served and services provided, in a format specified by the First 5 Office.
- Other education activities, as agreed upon between First 5 Director and Contractor.
- The Contractor agrees to invoice First 5 for payment not to exceed \$1,000 for all tasks under this contract, which include:
 - 7 1.5 hour long classes & 9 hours of prep at \$36.00 per hour, up to \$702
 - Up to \$298 for supplies



Oral Health Outreach FY 15-16 Fall 2015 Tooth Tutor Outreach

Provider Name and Location	# children Less than 3 yrs & Service Total			# children 3 – 6 th Birthday & Service Total			Total ALL OH ED	Total ALL TFV	TOTAL ALL SERVICES
	OH ED	TFV	SVCS	OH ED	TFV	TOTAL			
Kelly Boyer	0	0	0	0	0	0	0	0	0
Carmen Garcia	0	0	0	0	0	0	0	0	0
Chavez Family Day Care	0	0	0	0	0	0	0	0	0
Coleville - MMWTC	5	3	8	20	13	33	25	16	41
Coleville State PreSchool	0	0	0	13	12	25	13	12	25
Garcia Family Daycare	0	0	0	0	0	0	0	0	0
Guillermina Vargas	0	0	0	0	0	0	0	0	0
Jennifer Joyce	1	0	1	6	0	6	7	0	7
Josephina Flores	0	0	0	0	0	0	0	0	0
Kacee Mahler	0	0	0	0	0	0	0	0	0
Kids Corner	4	0	4	6	4	10	10	4	14
Lee Vining Head Start	0	0	0	11	9	20	11	9	20
Lutheran Preschool	0	0	0	18	8	26	18	8	26
Mammoth – Story Hour	0	0	0	0	0	0	0	0	0
Mammoth Lakes Head Start	0	0	0	21	21	42	21	21	42
Sierra Early Intervention Program	0	0	0	0	0	0	0	0	0
Sunny Slopes Preschool	0	0	0	0	0	0	0	0	0
Peapod Groups									
Lee Vining Peapod	0	0	0	0	0	0	0	0	0
Bridgeport Peapod	0	0	0	0	0	0	0	0	0
Coleville Peapod	0	0	0	0	0	0	0	0	0
Crowley Peapod	0	0	0	0	0	0	0	0	0
Mammoth Lakes Peapod	0	0	0	0	0	0	0	0	0
TOTAL ALL	10	3	13	95	67	162	105	70	175

Referrals for Further Evaluation=11

All referrals followed up by Home Visitors

Kindergarten Round Up Schedule of Events 2016



Principal	School & # of stdnts	Round Up & ESUSD Health & Safety Fair: Date	Meet the Teacher(s) and Principal: Time/ Location	Oral Health Assessment: Time/ Location	Birth-to-5 Health and Safety Fair: Time/ Location & participants	Summer Bridge: teacher dates, time & transportation
Rosanne Lampariello	MES 89*	Wednesday, March 16	5 pm in each K classroom	6-7 Stage DDS Bishop Claudia Molina and Kaylan	NO H&S Fair at Round Up , May 21 at Shady Rest Park 10-1 Greeting Table: Molly, Kaylan & Elvira Classrooms: TK: Mayfield & Adriana, Thompson, Bilingual: Lampariello & Hund Abriendo Puertas: Elvira sign up Form Filling out: English: Denise & Jan, Spanish: Para & Adriana Peapod playgroup: Amber & Desiree	Anticipated: Hund, Thompson, Mayfield & Flores June 9 & 10 (TH-Fri), and 13-23 (M-Thurs) 8:00-11:00 am No transportation
Don Clark	EBES	Monday, March 21	12:30-1:00 pm Kdrgrtn. Rm.	1:00-2:00 Room 10 DDS Parisa Payman	1:00-2:00 Room 10 or outside, 8 tables 13 chairs Kaylan & Molly, First 5: Books & Poison Prevention Info; Didi Tergesen, MCOE Safe Kids: Helmets; Amanda & Amy, Community Service Solutions: Nutrition; Griselda & assistant, IMACA: Preschool info & Vision checks; CHP Officer Cleland, Kelley or another: Car Seat Checks; MC Behavioral Health : info; Nino, Sheriffs: ID kits	Mrs. Patterson July 18-29, 2016 8:00-11:30 Transportation provided beginning July 19th
Steven Childs	AES	Tuesday, March 22	1:00-1:30 pm Kdrgrtn. Rm.	1:30-2:30 Gym DDS Alex Burciaga & Lara Walker F5	1:30-2:30 School Gym 8 tables 13 chairs Molly, First 5: Books & Poison Prevention Info Didi Tergesen, MCOE Safe Kids: Helmets; Amanda & Amy, Community Service Solutions: Nutrition; Kat, IMACA: Preschool info & Hearing and Vision checks (& Kaylan from First 5); Officer Nyland CHP: Car Seat Checks; MC Behavioral Health : info; Nino, Sheriffs: ID kits	Mrs. Tackitt July 18-August 5 8:30-12:00 Transportation provided
Roger Yost	LVES 12 & 2	Wednesday, March 23	10:00-10:30 am Kdrgrtn. Rm.	10:30-11:30 Gym DDS Alex Burciaga & Lara Walker F5	10:30-11:30 School Gym 8 tables 13 chairs Kaylan & Molly, First 5: Books & Poison Prevention Info; Didi Tergesen, MCOE Safe Kids: Helmets; Amanda & Amy, Community Service Solutions: Nutrition; Griselda & assistant, IMACA: Preschool info and Vision checks; Officer Nyland CHP: Car Seat Checks; MC Behavioral Health : info; Nino, Sheriffs: ID kits	Mrs. Pelichowski & aide July 5-15, 2016 8:30-12:00 No Transportation provided
Don Clark	BES	Wednesday, March 23	12:15-12:30 recess 12:30-1:30 pm Kdrgrtn. Rm.	1:30-2:30 Gym DDS Alex Burciaga & Lara Walker F5	1:30-2:30 School Gym 8 tables 13 chairs Kaylan & Molly, First 5: Books & Poison Prevention Info; Didi Tergesen, MCOE Safe Kids: Helmets; Amanda & Amy, Community Service Solutions: Nutrition; Griselda & assistant, IMACA: Preschool info and Vision checks; Officer Nyland CHP: Car Seat Checks; MC Behavioral Health : info; Nino, Sheriffs: ID kits	Mrs. Lowery July 18-29 8:30-11:30 No transportation provided

* # of children in the age range for Kindergarten eligibility on the Mammoth Hospital Pediatrics list

NEELY ACCOUNTANCY CORP.
CERTIFIED PUBLIC ACCOUNTANT
17037 Chatsworth St, Suite 208A
Granada Hills, CA 91344

818-360-9800

September 29, 2015

To the Board of Commissioners
Mono County Children and Families Commission

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Mono County Children and Families Commission for the year ended June 30, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 13, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Mono County Children and Families Commission are described in Note 1 to the financial statements. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated September 18, 2015.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

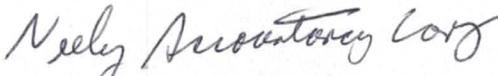
We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Commissioners and management of Mono County Children and Families Commission and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Neely Accountancy Corp.

**MONO COUNTY CHILDREN
AND FAMILIES COMMISSION**

FINANCIAL STATEMENTS

**FOR THE YEAR ENDED
JUNE 30, 2015**

MONO COUNTY CHILDREN AND FAMILIES COMMISSION

Item #8
3/10/2016

Financial Statements For the Year Ended June 30, 2015

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Elementary School
Teacher
MONO COUNTY CHILDREN AND FAMILIES COMMISSION

Organization Table

<u>Name</u>	<u>Position</u>	<u>Professional Affiliation</u>	<u>Term Expires</u>
Jean Sassin	Chair	Elementary School Teacher	March 2018
Stacy Adler	Vice Chair	Superintendent Of Schools	August 2016
Kristin Wilson	Member	Local Medical Association	July 2018
Tim Alpers	Member	Mono County Board of Supervisors	January 2016
Richard Johnson, M.D.	Member	Public Health Officer	April 2016
Karin Humiston, PhD	Member	Chief Probation Officer	May 2016
Megan Leplat	Member	Local organization for Prevention of Families at Risk	July 2018

FINANCIAL SECTION

**NEELY ACCOUNTANCY CORP.
CERTIFIED PUBLIC ACCOUNTANT
17037 Chatsworth St, Suite 208A
Granada Hills, CA 91344**

818-360-9800

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Mono County Children and Families Commission
PO Box 130
Mammoth Lakes, California 93546

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of the Mono County Children and Families Commission (Commission), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Commission's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Mono County Children and Families Commission as of June 30, 2015, and the respective changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and Budgetary Comparison Information on pages 3 through 7 and 17 through 18, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information, and compared the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Mono County Children and Families Commission's basic financial statements. The organization table and summary schedules listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

The Supplemental Schedule of First 5 California (FSCA) Funding has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated September 18, 2015 on our consideration of the Commission's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Governmental Auditing Standards in considering the Mono County Children and Families Commission's internal control over financial reporting and compliance.



Granada Hills, CA

September 18, 2015

Member: American Institute of Certified Public Accountants
California Society of Certified Public Accountants



Mono County Children and Families Commission

Management's Discussion and Analysis *for the year ending June 30, 2015*

On November 3, 1998, California voters approved Proposition 10 – the Children and Families First Act (Act). The Act imposed additional excise tax on cigarettes and tobacco related products to fund programs that promote, support, and improve the early development of children from prenatal through age five. The intent is for all California children to be healthy, to live in a healthy and supportive family environment, and to enter school ready to learn.

The Mono County Board of Supervisors created the Mono County Children and Families Commission (Commission) as a county commission in 1999 under the provisions of the Act. The Commission consists of seven members appointed by the County Board of Supervisors. The Commission is an agency of the County with independent authority over the county strategic plan for the support and improvement of early childhood development within the County and of the Mono County Children and Families Trust Fund established pursuant to the Act. The Commission contracts with the Mono County Office of Education for staff support and administration.

As management of the Commission, we offer readers of our financial statements this narrative overview and analysis of the financial activities for the year ended June 30, 2015.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Commission's basic financial statements. The Commission's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the Commission's finances, in a manner similar to a private sector business.

The *statement of net assets* presents information on all of the Commission's assets and liabilities, with the difference between the two reported as *net assets*.

The *statement of activities* presents information showing how the Commission's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus revenues and expenses are reported in the statement for some items that will only result in cash flows in future fiscal periods (e.g. earned but unused vacation leave).

The government-wide financial statements can be found on pages 8-9 of this report.

Mono County Children And Families Commission
Management's Discussion and Analysis -- June 30, 2015

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Commission, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Fund financial statements report essentially the same functions as those reported in the government-wide financial statements. However, unlike the government-wide financial statements, fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate the comparison between governmental funds and government wide statements.

The Commission adopts an annual appropriated budget for its fund. A budgetary comparison statement has been provided for the fund to demonstrate compliance with the budget.

The fund financial statements can be found on pages 10-11 of this report.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 12-16 of this report.

Government-wide Financial Analysis

The Commission presents its financial statements under the reporting model required by accounting principles generally accepted in the United States of America Statement No. 34 (GASB 34), Basic Financial Statements – and Management's Discussion and Analysis (MD&A) – for State and Local Governments.

Net assets may serve over time as a useful indicator of a government's financial position. In the case of the Commission, assets exceed liabilities by \$544,422 at the close of the most recent fiscal year. This represents resources received from Proposition 10 taxes, other revenue including grants received by the Commission, and interest earned on fund balance, that has not been expended. Cash and investments are maintained in the County's cash and investment pool where interest earned on the Commission's balance is apportioned to the Commission. Other sources of net assets also reside in the Commission's receivables due from other agencies (\$136,751). These receivables represent grants and matching program funds, as well as Proposition 10 taxes that were remitted by the State but had not been received by the Commission, as of June 30, 2015.

The Commission also reports accounts payable of \$72,646 representing payments due on grant services contracts that had not been expended at year-end and reimbursement for services rendered to the Commission that had not been reimbursed by year-end.

Mono County Children And Families Commission
Management's Discussion and Analysis -- June 30, 2015

The Commission's net assets increased overall by approximately \$6,065 during the 2014-15 fiscal year. This increase was due to revenues being greater than expenses for the current year.

Balance Sheet Comparison

	<u>FY 2014-15</u>	<u>FY 2013-14</u>	<u>Change</u>
Total Assets	\$617,068	\$858,976	(\$241,908)
Total Liabilities	\$72,646	\$320,619	(\$247,973)
Net Assets	<u>\$544,422</u>	<u>\$538,357</u>	<u>\$6,065</u>

Revenue and Expense Comparison

	<u>FY 2014-15</u>	<u>FY 2013-14</u>	<u>Change</u>
Total Revenues	\$532,851	\$471,305	\$61,546
Total Expenses	\$526,786	\$474,073	\$52,713
Change in Net Assets	<u>\$6,065</u>	<u>(\$2,768)</u>	<u>\$8,833</u>

Financial Analysis of the Commission's Governmental Fund

As noted earlier, the Commission uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

For the year-ended June 30, 2015, the Commission reported an ending fund balance of \$544,422; an increase of \$6,065 from the prior year. This increase represents the amount of revenues in excess of expenditures for the year ended June 30, 2015.

The Commission has committed \$538,357 of its fiscal year 2014-15 ending fund balance of \$544,422 for current and future payments to multi-year projects. The remaining \$6,065 is unassigned.

Total revenue consisting of Proposition 10 funds, interest income, State Commission matching funds, special projects grant revenue, and miscellaneous income increased from \$471,305 to \$532,851 for the year ending June 30, 2015. This increase is due to the new First 5 California Small Population County Funding Augmentation which now provides First 5 Mono with a baseline augmentation which, when combined with prop 10 revenues, equals \$350,000.

Mono County Children And Families Commission
Management's Discussion and Analysis -- June 30, 2015

Total expenditures increased to \$526,786 representing \$52,713 more in expenditures from the prior fiscal year. This increase is mainly due to increases in staff time allocated to programs, salary and benefit increases, and higher levels of funding allocated to early literacy.

Fund Budgetary Highlight

- Total revenues were over budget by \$9,218 due to higher than anticipated miscellaneous funds because of a sizeable donation from a parent group, and higher than anticipated income (and matching expenditures) for the CSP program. Total expenditures were under budget by \$3,154 primarily due to lower than projected rent and salary costs.

Capital Assets and Debt Administration

Capital Assets

The Commission did not have any capital assets at the end of the current fiscal year.

Debt Administration

The Commission did not have any long-term obligations outstanding at the end of the current fiscal year.

Economic Factors and Next Year's Budget

The Commission is committed to focusing Proposition 10 funds on the purposes for which it is intended: To promote and sustain comprehensive, integrated programs and services that will help to nurture children ages 0-5 so that their young brains and bodies will develop appropriately.

The following factors were considered in preparing the Commission's financial plan for fiscal year 2015-16:

- Continuation of funding commitments for the Welcome Baby!; CARES Plus; Oral Health; School Readiness programs; the MHSA Prop. 63 Innovation Project (Peapod Program); and the Parenting Partners high-needs home visiting program for children ages one through five, for which we received a Child Abuse Prevention and Intervention (CAPIT) Grant.
- Anticipated declining Prop. 10 revenues and associated uncertainty of continued small county augmentations from First 5 California. Since the Commission adopted the 5 year fiscal plan, First 5 Mono entered into an agreement with First 5 California for 3 years of Small Population County Funding Augmentations which augment prop 10 income up to a baseline of \$350,000 annually.
- 1% interest on the local Children and Families Trust Fund.

The Commission views Proposition 10 as a mechanism to establish and fund a sustainable system of results-oriented early childhood development and family support services for the 0-5 population, not as just another funding source for programs. In that regard, in fiscal year 2015-16 the Commission will continue to focus on evaluating all funded programs to determine what is working or has promise to impact the health and well being of children. This information will be used to help evaluate the overall impact of Proposition 10 in Mono County. The result of

Mono County Children And Families Commission
Management's Discussion and Analysis -- June 30, 2015

these evaluation activities will help to inform the Commission as it plans for fiscal year 2016-17 expenditures and beyond.

Requests for Information

This financial report is designed to provide a general overview of the Mono County Children and Families Commission finances for all those interested. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to: Executive Director, First 5 Mono County Children and Families Commission, P.O. Box 130, Mammoth Lakes, California, 93546.

**BASIC FINANCIAL STATEMENTS
GOVERNMENT-WIDE FINANCIAL STATEMENTS**

**MONO COUNTY CHILDREN AND FAMILIES COMMISSION
(FIRST 5 MONO COUNTY)
STATEMENT OF NET POSITION
JUNE 30, 2015**

Assets

Cash	\$ 480,497
Due from other agencies	<u>136,571</u>
Total assets	<u>617,068</u>

Liabilities

Accounts payable	<u>72,646</u>
Total liabilities	<u>72,646</u>

Net position

Unrestricted	<u>544,422</u>
Total Net Position	<u><u>\$ 544,422</u></u>

See accompanying notes to financial statements.

**MONO COUNTY CHILDREN AND FAMILIES COMMISSION
(FIRST 5 MONO COUNTY)
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2015**

Outflows of financial resources	
Operations/support	\$ 117,374
Rent	225
Program evaluation	1,375
CARES Plus	66,436
Mono County Behavioral Health, Peapod Program	39,919
Child Signature Program	62,911
Child Abuse Prevention, Intervention and Treatment (CAPIT)	54,414
Welcome Baby Home Visiting	86,229
School Readiness	85,235
Other program expenditures	12,668
Total program expenses	<u>526,786</u>
Inflows of financial resources	
Proposition 10 apportionment	89,002
Proposition 10 small county augmentation	260,998
CARES Plus Program	40,000
Proposition 10 surplus money investment fund	28
Mono County Mental Health, Peapod Program	34,817
Child Signature Program	62,911
Child Abuse Prevention, Intervention and Treatment (CAPIT)	29,902
Raising a Reader	3,802
Miscellaneous	5,482
Total program revenues	<u>526,942</u>
Net program revenues (expenses)	156
General Revenues;	
Investment income	<u>5,909</u>
Change in net assets	6,065
Net position at the beginning of the year	<u>538,357</u>
Net position at the end of the year	<u>\$ 544,422</u>

See accompanying notes to financial statements.

BASIC FINANCIAL STATEMENTS
FUND FINANCIAL STATEMENTS

**MONO COUNTY CHILDREN AND FAMILIES COMMISSION
(FIRST 5 MONO COUNTY)
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2015**

Assets

Current assets

Cash	\$ 480,497
Due from other agencies	<u>136,571</u>

Total assets	<u><u>\$ 617,068</u></u>
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Liabilities and Fund Balance

Current liabilities

Accounts payable and accrued expenses	<u>\$ 72,646</u>
---------------------------------------	------------------

Total current liabilities	<u>72,646</u>
---------------------------	---------------

Fund balance

Committed	538,357
-----------	---------

Unassigned	<u>6,065</u>
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Total fund balances	<u><u>544,422</u></u>
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Total liabilities and fund balance	<u><u>\$ 617,068</u></u>
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See accompanying notes to financial statements.

**MONO COUNTY CHILDREN AND FAMILIES COMMISSION
(FIRST 5 MONO COUNTY)
STATEMENT OF REVENUE, EXPENSES AND CHANGES IN FUND BALANCES
YEAR ENDED JUNE 30, 2015**

Program Revenues	\$ 89,002
Proposition 10 apportionment	260,998
Proposition 10 small county augmentation	40,000
CARES Plus Program	28
Proposition 10 surplus money investment fund	34,817
Mono County Mental Health, Peapod Program	62,911
Child Signature Program	29,902
Child Abuse Prevention, Intervention and Treatment (CAPIT)	5,482
Miscellaneous	3,802
Raising a Reader	5,909
Interest income	<u>532,851</u>
Total program revenues	
 Program Expenses	 117,374
Operations/support	225
Rent	1,375
Program evaluation	66,436
CARES Plus	39,919
Mono County Behavioral Health, Peapod Program	62,911
Child Signature Program	54,414
Child Abuse Prevention, Intervention and Treatment (CAPIT)	86,229
Welcome Baby Home Visiting	85,235
School Readiness	12,668
Other program expenditures	<u>526,786</u>
Total program expenses	
 Change in fund balance	 6,065
 Fund balance at the beginning of the year	 <u>538,357</u>
 Fund balance at the end of the year	 <u><u>\$ 544,422</u></u>

See accompanying notes to financial statements.

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MONO COUNTY CHILDREN AND FAMILIES COMMISSION
(First 5 Mono County)
Notes to Financial Statements
June 30, 2015

Note 1:

Summary of Significant Accounting Policies

A. Reporting Entity

The Mono County Children and Families Commission (Commission) was established in 1999 pursuant to Health and Safety code §130140. The Commission was also established in accordance with the provisions of the California Children and Families First Act of 1998 and by Mono County Ordinance #05-05. The commission is also known as "First 5 Mono County". The seven members of the Commission are appointed by the Mono County Board of Supervisors.

The Commission is responsible for the creation and implementation of a comprehensive, collaborative, and integrated system of information and services to enhance early childhood development.

The Commission includes all activities (operations of its administrative staff and commission officers) considered to be part of the Commission. The Commission reviewed criteria developed by the accounting principles generally accepted in the United States of America in its issuance of Statement No. 14, relating to the financial reporting entity to determine whether the Commission is financially accountable for other entities. The Commission has determined that no other outside entity meets the above criteria, and therefore, no agency has been included as a component unit in the financial statements. In addition, the Commission is not aware of any entity that would be financially accountable for the Commission that would result in the Commission being considered a component unit of that entity.

The financial statements included in this report are intended to present the financial position and results of operations of only the Commission. They are not intended to present the financial position and results of operations of the County of Mono taken as a whole.

B. Basis of Presentation and Accounting

Government-Wide Statements

The statement of net position and statement of activities display information about the primary government (Commission). These statements include the financial activities of the overall Commission.

The statement of activities presents a comparison between direct expenses and program revenues for the Commission's governmental activity. Direct expenses are those that are specifically associated with the Commission. Program revenues include grants and contributions that are restricted to meeting the operational or capital requirements of the Commission. Revenues that are not classified as program revenues, including investment income, are presented instead as general revenues.

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MONO COUNTY CHILDREN AND FAMILIES COMMISSION
(First 5 Mono County)
Notes to Financial Statements
June 30, 2015

Note 1:

Summary of Significant Accounting Policies (continued)

B. Basis of Presentation and Accounting (continued)

Government-Wide Statements (continued)

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

When both restricted and unrestricted net position are available, restricted resources are used only after the unrestricted resources are depleted.

Fund Financial Statement

Separate financial statements are provided for the governmental funds. The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available to finance expenditures of the current period. Proposition 10 taxes and investment income are accrued when their receipt occurs within ninety days after the end of the accounting period so as to be both measurable and available. All receivables are expected to be collected within the current year. Expenditures are generally recorded when a liability is incurred, as under accrual accounting.

Nonexchange transactions, in which the Commission gives (or receives) value without directly receiving (or giving) value in exchange, include sales taxes, grants, entitlements and donations. Revenues from grants, entitlements and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

The Commission's fund balance consists of nonspendable, unassigned, assigned, committed and restricted funds. They account for all financial resources of the commission.

C. Due from other Agencies

This amount represents receivables from other local governments. Management has determined the Commission's receivables fully collectible and, accordingly, no allowance for doubtful accounts is required.

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MONO COUNTY CHILDREN AND FAMILIES COMMISSION
(First 5 Mono County)
Notes to Financial Statements
June 30, 2015

Note 1:

Summary of Significant Accounting Policies (continued)

D. Net Position/Fund Balances

Net Position

The Government-wide activities fund financial statements utilize a net position presentation. Net position is categorized as invested in capital assets (net of related debt), restricted and unrestricted.

Invested in Capital Assets, Net of Related Debt – This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balance of debt that are attributable to capital assets reduce the balance in this category.

Restricted Net Position – This category presents external restrictions imposed by creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position – This category represents net position of the District that is not restricted for any project or any other purpose.

Government Fund Balances

In the government fund financial statements, fund balances are classified as follows:

Non Spendable fund balances are amounts that cannot be spent either because they are in a nonspendable form or because they are legally or contractually required to be maintained intact. The commission does not have any nonspendable funds.

Restricted fund balances are amounts that can be spent only for specific purposes because of laws or externally imposed conditions by grantors or creditors.

Committed fund balances are amounts that can be used only for specific purposes determined by a formal action of the commission's ordinances or resolutions.

Assigned fund balances are amounts that are designated by the commission for a particular purpose but are not spendable until a budget is passed or there is a majority vote approval by the commission. The commission does not have any assigned funds.

Unassigned fund balances are all amounts not included in other spendable classifications. The commission does not have any unassigned funds.

MONO COUNTY CHILDREN AND FAMILIES COMMISSION
(First 5 Mono County)
Notes to Financial Statements
June 30, 2015

Item #8
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Note 1:

Summary of Significant Accounting Policies (continued)

E. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

F. Fair Value of Financial Instruments

The financial position of the commission at June 30, 2014 includes certain financial instruments that may have a fair value that is different from the value currently reflected in the financial statements. In reviewing the financial instruments of the commission, certain assumptions and methods were used to determine the fair value of each category of financial instruments for which it is practicable to estimate that value. The carrying amounts of the commission's financial instruments generally approximate their fair values at June 30, 2015.

G. Subsequent Events

The Commission evaluated subsequent events up to September 18, 2015 when the financial statements were available to be issued.

Note 2:

Cash

Cash at June 30, 2015 consisted of the following:

Cash in County Treasury	<u>\$480,497</u>
-------------------------	------------------

The Commission maintains all of its cash and investments with the Mono County Treasurer in an investment pool. On a quarterly basis the Auditor-Controller allocates interest to participants based upon their average daily balances. Required disclosure information regarding categorization of investments and other deposit and investment risk disclosures can be found in the County's financial statements. The county of Mono's Financial Statements may be obtained by contacting the County of Mono's Auditor-Controller's Office at Courthouse Annex 2 – Bryant Street, Bridgeport, California 93517. The Mono County Treasury Oversight Committee oversees the Treasurer's investment policies.

Required disclosures for the Commission's deposit and investment risks at June 30, 2015 were as follows:

Credit risk	Not rated
Custodial risk	Not applicable
Concentration of credit risk	Not applicable
Interest rate risk	Not available

Investments held in the County's investment pool are available on demand and are stated at cost plus accrued interest, which approximates fair value.

MONO COUNTY CHILDREN AND FAMILIES COMMISSION
(First 5 Mono County)
Notes to Financial Statements
June 30, 2015

Note 3:

Fund Balances

The Commission's committed fund balance consists of the following:

Committed funds:	
Welcome Baby Home Visiting Program	\$297,656
School Readiness Strategies	83,401
Oral Health Initiative	3,700
Peapod program	5,000
Child Care Quality: CARES Plus	20,000
Other programs	14,000
Commission Operations, July 1, 2015-June 30, 2016	<u>114,600</u>
Total committed funds	538,357
Unassigned funds	6,065
Total fund balance	<u>\$544,422</u>

Note 4:

Program Evaluation

The Commission spent \$1,375 on program evaluation during the fiscal year ended June 30, 2015.

Note 5:

Risk Management

The Commission is exposed to various risk of loss related to general liability and workers' compensation. The Commission is covered from risk of loss by its participation in the County of Mono risk pool. Information about coverage can be found in the County financial statements.

Note 6:

Section 30131.4 of the California Tax & Revenue Code Certification

The Commission has certified that the supplant requirement stated in section 30131.4 of the California Tax & Revenue Code has been met.

Note 7:

Contingent Liability

The Commission receives funding from the State of California Proposition 10, the Children and Families First Act, to fund programs that promote, support, and improve the early development of children from prenatal through age five. These programs must be in compliance with applicable laws and may be subject to financial and compliance audits by the State. The amount, if any, of expenditures which may be disallowed by the State cannot be determined at this time, although the County's management does not expect such amounts, if any, to be material.

REQUIRED SUPPLEMENTARY INFORMATION

MONO COUNTY CHILDREN AND FAMILIES COMMISSION
(FIRST 5 MONO COUNTY)
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
Year ended June 30, 2015

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Amount</u>	
Budgetary Fund Balance, Beginning of Year	\$538,357	\$538,357	\$538,357	\$ -
Resources (Inflows):				
Proposition 10 apportionment	100,013	87,352	89,002	1,650
Proposition 10 small county augmentation	249,987	262,648	260,998	(1,650)
CARES Plus Program	40,000	40,000	40,000	-
Proposition 10 surplus money investment fund	27	27	28	1
Mono County Behavioral Health, Peapod Program	40,000	34,471	34,817	346
Child Signature Program	57,000	57,000	62,911	5,911
Child Abuse Prevention, Intervention and Treatment (CAPIT)	29,882	29,882	29,902	20
Raising a Reader	5,000	5,000	3,802	(1,198)
Interest income	5,232	5,232	5,909	677
Miscellaneous	2,020	2,020	5,482	3,462
Amounts available for appropriation	529,161	523,632	532,851	9,219
Charges to appropriations (outflows):				
Operations/support	117,150	119,150	117,374	1,776
Rent	2,700	2,700	225	2,475
Program evaluation	1,000	1,000	1,375	(375)
CARES Plus	60,000	60,000	66,436	(6,436)
Mono County Behavioral Health, Peapod Program	40,209	40,209	39,919	290
Child Signature Program	57,000	57,000	62,911	(5,911)
Child Abuse Prevention, Intervention and Treatment (CAPIT)	59,257	59,257	54,414	4,843
Home Visiting	85,120	85,120	86,229	(1,109)
School Readiness	79,158	86,527	85,235	1,292
Other program expenditures	12,669	12,669	12,668	1
Total charges to appropriations	514,263	523,632	526,786	(3,154)
Net change in Fund Balance	14,898	-	6,065	6,065
Budgetary Fund Balance, End of Year	\$553,255	\$538,357	\$544,422	

See note to budgetary comparison schedule.

MONO COUNTY CHILDREN AND FAMILIES COMMISSION

Item #8
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Notes to Required Supplementary Information June 30, 2015

BUDGET AND BUDGETARY ACCOUNTING

The Commission prepares and legally adopts a final budget on or before June 30th of each fiscal year. The Commission operation, commencing July 1st, is governed by the proposed budget, adopted by the Board of Commissioners prior to June of the previous year.

After the budget is approved, the appropriations can be added to, subtracted from or changed only by Commission resolution. All such changes must be within the revenues and reserves estimated as available in the final budget or within revised revenue estimations as approved by the Commission.

An operating budget is adopted each fiscal year on the modified accrual basis. Additionally, encumbrance accounting is utilized to assure effective budgetary control. Encumbrances outstanding at year-end represent the estimated amount of the expenditures ultimately to result if the unperformed contracts in process at the year-end are completed or purchase commitments satisfied. Such year-end encumbrances are reported as reservations of fund balances and do not constitute expenditures or liabilities because the commitments will be honored during the subsequent year's budget. Unencumbered appropriations lapse at year-end.

The legal level of budgetary control (the level on which expenditures may not legally exceed appropriations) is at the object level. Object levels of expenditures are as follows: salaries and benefits, services and supplies, and internal charges.

The budget is adopted on a basis consistent with generally accepted accounting principles.

SUPPLEMENTARY INFORMATION

MONO COUNTY CHILDREN AND FAMILIES COMMISSION
(First 5 Mono County)
Supplemental Schedule of First 5 California (F5CA) Funding
Fiscal Year 2014-15

Program Title		Revenue F5CA Funds	Expenditures	Change in Net Assets	Net Assets Beginning of FY	Net Assets End of FY
CARES Plus Program	F5CA Funds	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -
Child Signature Program	F5CA Funds	62,911	62,911	\$ -	\$ -	\$ -
Small County Augmentation Funds	F5CA Funds	260,998	260,998	-	-	-
TOTAL F5CA FUNDS		\$ 363,909	\$ 363,909	\$ -	\$ -	\$ -

See accountant's report on supplementary information.

OTHER REPORTS

NEELY ACCOUNTANCY CORP.
CERTIFIED PUBLIC ACCOUNTANT
17037 Chatsworth St, Suite 208A
Granada Hills, CA 91344

818-360-9800

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Commissioners
Mono County Children and Families Commission
Mammoth Lakes, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities of Mono County Children and Families Commission, as of and for the year ended June 30, 2015 and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements, and have issued our report thereon dated September 18, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Commission's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, we not express an opinion on the effectiveness of the Commission's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Commission's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses, or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Commission's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Kelly Accountancy Corp

Granada Hills, CA

September 18, 2015

Member: American Institute of Certified Public Accountants
California Society of Certified Public Accountants

NEELY ACCOUNTANCY CORP.
CERTIFIED PUBLIC ACCOUNTANT
17037 Chatsworth St, Suite 208A
Granada Hills, CA 91344

818-360-9800

INDEPENDENT AUDITOR'S REPORT ON STATE COMPLIANCE

Board of Commissioners
Mono County Children and Families Commission
Mammoth Lakes, California

Compliance

We have audited the Mono County Children and Families Commission's (Commission) compliance with the requirements specified in the State of California's *Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act*, issued by the State Controller's Office, applicable to the Commission's statutory requirements identified below for the year ended June 30, 2015.

Management's Responsibility

Management is responsible for compliance with the requirements of the laws and regulations applicable to the California Children and Families Act.

Auditor's Responsibility

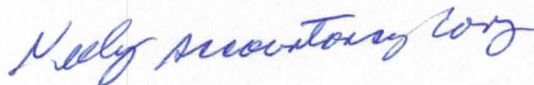
Our responsibility is to express an opinion on the Commission's compliance with the requirements referred to above based on our audit. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the State of California's *Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act*, issued by the State Controller's Office. Those standards and the State of California's *Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the requirements referred to above that could have a direct and material effect on the statutory requirements listed below. An audit includes examining, on a test basis, evidence about the Commission's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance. However, our audit does not provide a legal determination of the Commission's compliance with those requirements. In connection with the audit referred to above, we selected and tested transactions and records to determine the Commission's compliance with the state laws and regulations applicable to the following items:

Description	Audit Guide Procedures	Procedures Performed
Contracting and Procurement	6	Yes
Administrative Costs	3	Yes
Conflict-of-Interest	3	Yes
County Ordinance	4	Yes
Long-Range Financial Plans	2	Yes
Financial Condition of the Commission	1	Yes
Program Evaluation	3	Yes
Salaries and Benefit Policies	2	Yes

Opinion

In our opinion, Mono County Children and Families Commission complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the California Children and Families Program for the year ended June 30, 2015.



Granada Hills, CA

September 18, 2015

First 5 Mono County
Budget YTD as of 3/2/2016
FY 2015-16

	Jul '15 - Jun 16	Budget
Ordinary Income/Expense		
Income		
Prop 10 Tax Revenue	49,124.68	90,397.00
Small County Augmentation	194,702.25	259,603.00
SMIF (Surplus Money Inv Fund)	0.00	27.00
CAPIT (Parenting Partners)	17,453.00	30,000.00
CARES Plus Program	0.00	40,000.00
Peapod Program (Prop 63 Funds)	12,115.55	35,000.00
Raising a Reader	294.83	5,000.00
Misc Inc	170.00	140.00
Interest on F5 Mono Fund Bal	2,630.67	5,384.00
Total Income	276,490.98	465,551.00
Expense		
Home Visiting (Resource 9037)	73,128.60	144,668.00
School Readiness	33,004.29	88,749.97
Peapod (Resource 9039)	14,163.84	40,000.00
Child Care Quality	24,426.98	68,052.00
Oral Health (Resource 9038)	3,003.95	5,728.00
Safe Kids Coalition	0.00	7,000.00
Evaluation	0.00	1,000.00
F5 Operations	63,135.01	112,497.00
Miscellaneous	8,050.00	10,050.00
Total Expense	218,912.67	477,744.97
Net Ordinary Income	57,578.31	-12,193.97
Net Income	57,578.31	-12,193.97

9:16 AM
03/01/16
Accrual Basis

**First 5 Mono County
Revised Budget Proposal**

	FY 14-15 Actual	FY 15-16 YTD (2/28/16)	FY 15-16 Current Budget	FY 15-16 Proposed Budget	Change +/-
Ordinary Income/Expense					
Income					
Prop 10 Tax Revenue	89,002	49,125	90,397	90,397	
Small County Augmentation	260,998	194,702	259,603	259,603	
SMIF (Surplus Money Inv Fund)	28	0	27	27	
CAPIT (Parenting Partners)	29,902	17,453	30,000	30,000	
CARES Plus Program	40,000	0	40,000	40,000	
IMPACT				22,212	22,212
CDBG Administration				6,975	6,975
Peapod Program (Prop 63 Funds)	34,817	12,116	35,000	35,000	
Raising a Reader	3,802	295	5,000	5,000	
Misc Inc					
CBEC Revenue	1,241	0			
Breast Pump Attachments	140	70			
Misc Inc - Other	4,101	100	140	140	
Total Misc Inc	5,482	170	140	140	
Interest on F5 Mono Fund Bal	5,909	2,631	5,384	5,384	
Child Signature Program	62,911	0			
Total Income	532,851	276,491	465,551	494,738	29,187
Expense					
Home Visiting (Resource 9037)					
Welcome Baby! Home Visiting					
Home Visitors Salary	45,438	28,314	45,300	48,465	3,165
Home Visitors Benefits	8,352	2,190	10,121	3,710	-6,411
Admin Assistant Salary	7,475	3,667	6,914	6,230	-684
Admin Assistant Benefits	581	542	1,031	924	-107
Office Supplies	1,956	122	500	1,000	500
Postage	196	147	285	285	
Staff Training/Travel	2,655	0	300	300	
Mileage Reimbursement Personal	8,561	5,935	8,000	10,423	2,423
Educational Support Materials	1,766	700	700	2,758	2,058
MCOE Indirect	5,018	0	7,337	5,933	-1,404
Other Admin & Misc Exp	82	0			
Total Welcome Baby! Home Visiting	82,080	41,617	80,488	80,028	-460
CAPIT Grant Parenting Partners					
Home Visiting Staff	29,540	20,582	37,000	37,000	
Home Visiting Supervision	2,348	1,836	7,945	4,610	-3,335
Office Supplies	1,743	0	1,545	1,545	
Counseling	1,020	0	2,000	2,000	
Grant Administration	2,501	220	850	850	
Training & Travel	10,440	6,179	9,000	9,000	
Educational Materials	1,205	1,321	1,000	1,000	
MCOE Indirect	3,512	0	3,700	4,495	795
General Operating Expenses	2,105	109	0		

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	FY 14-15 Actual	FY 15-16 YTD (2/28/16)	FY 15-16 Current Budget	FY 15-16 Proposed Budget	Change +/-
Total CAPIT Grant Parenting Partners	54,414	30,246	63,040	60,500	-2,540
Lactation Counseling/Childbirth					
Breast Pump Attachments	175	70	140	140	
Lactation Counseling/Childbirth - Oth	3,974	1,195	1,000	4,000	3,000
Total Lactation Counseling/Childbirth	4,149	1,265	1,140	4,140	3,000
Total Home Visiting (Resource 9037)	140,643	73,128	144,668	144,668	
School Readiness (Resource 9310)					
Director Salary	5,283	3,364	5,551	5,767	216
Director Benefits	2,890	1,778	2,903	3,050	147
Admin Assistant Salary	6,803	3,667	6,914	6,230	-684
Admin Assistant Benefits	823	542	1,031	924	-107
Advertising	378	0	250	250	
Office Supplies/Postage	1,000	0	1,000	1,000	
Motorpool	759	0	300	300	
MCOE Indirect	1,016	0	1,640	1,640	
Preschool to K Transition	3,897	3,451	3,500	3,500	
Promotional Messaging	2,154	77	1,500	1,500	
Early Literacy					
First Book	151	0			
Early Literacy - Other	6,259	720	4,000	4,428	428
Total Early Literacy	6,410	720	4,000	4,428	428
ESUSD Transition to School	5,852	0	8,675	8,675	
MUSD Transition to School	9,971	0	10,000	10,000	
Preschool Support	0	0	3,386	7,670	4,284
Farm to Preschool	0	0	100	100	
Raising a Reader Mo Co Library					
Story Time					
Leader Salary	3,596	375	3,600	3,600	
Leader Benefits	206	28	500	500	
Supplies	308	0	250	250	
First 5 Indirect	215	0	435	435	
MCOE Indirect	435	0	215	215	
Total Story Time	4,760	404	5,000	5,000	
Raising a Reader Mo Co Library - Oth	33,240	19,000	33,000	33,000	
Total Raising a Reader Mo Co Library	38,000	19,404	38,000	38,000	
Total School Readiness	85,235	33,004	88,750	93,034	
Peapod (Resource 9039)					
Director Salary	1,174	748	1,234	1,234	
Director Benefits	642	395	645	645	
Admin Assistant Salary	7,139	3,667	6,914	6,230	-684
Admin Assistant Benefits	792	542	1,030	924	-106
Peapod Leaders Salary	20,365	7,520	21,848	13,168	-8,680
Peapod Leaders Benefits	875	478	1,408	826	-582
Office Supplies	497	0	743	2,000	1,257

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	FY 14-15 Actual	FY 15-16 YTD (2/28/16)	FY 15-16 Current Budget	FY 15-16 Proposed Budget	Change +/-
Advertising	122	173	200	2,000	1,800
Training	2,885	373	1,000	3,500	2,500
Playgoup Materials	1,012	141	1,000	2,562	1,562
Mileage Reimbursement Personal	943	127	650	1,000	
MCOE Indirect	3,472	0	3,328	911	-2,417
Total Peapod (Resource 9039)	39,919	14,164	40,000	35,000	-5,000
Child Care Quality					
CARES (Resource 9035)					
Coordinator Salary	21,549	14,076	21,508	21,508	
Coordinator Benefits	7,186	2,795	9,077	9,077	
Director Salary	2,788	1,869	3,084	3,084	
Director Benefits	1,819	1,186	1,613	1,613	
Operating Costs					
Educational Support Materials	0	545	500	500	
Copying	300	0	200	200	
Office Supplies	903	193	200	200	
Translation	161	181	500	500	
Postage	100	0	100	100	
Total Operating Costs	1,464	920	1,500	1,500	
Stipends	21,350	0	13,700	13,700	
Support Services	2,048	0	1,000	1,000	
Evaluation	298	0	1,000	1,000	
Administration Cost					
Indirect First 5	4,440	0	2,726	2,726	
Indirect MCOE	3,495	1,883	5,292	5,292	
Total Administration Cost	7,935	1,883	8,018	8,018	
Total CARES (Resource 9035)	66,436	22,728	60,500	60,500	
IMPACT					
Coordinator Salary	0	446	4,608	4,608	
Coordinator Benefits	0	241	1,944	1,944	
Director Salary				4,698	4,698
Director Benefits				2,261	2,261
Travel	0	1,012	1,000	2,000	1,000
Incentives				6,000	6,000
Contractual				1,000	1,000
Indirect					
MCOE Indirect				1,351	1,351
First 5 Indirect				1,546	1,546
Total Indirect	0	0	0	2,897	
Total IMPACT	0	1,699	7,552	25,408	17,856
Child Signature Project	62,911	0			
Total Child Care Quality	129,347	24,427	68,052	85,908	17,856
Oral Health (Resource 9038)					
Director Salary	1,174	748	1,234	1,234	

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	FY 14-15 Actual	FY 15-16 YTD (2/28/16)	FY 15-16 Current Budget	FY 15-16 Proposed Budget	Change +/-
Director Benefits	642	395	645	645	
Tooth Tutor Part-time Emp	1,841	1,063	1,864	2,772	908
Tooth Tutor Benefits	101	67	133	133	
Educational Support Materials	1,527	731	1,464	1,464	
MCOE Indirect	333	0	388	490	102
Total Oral Health (Resource 9038)	5,618	3,004	5,728	6,738	1,010
CDBG Administration				6,975	6,975
Safe Kids Coalition	7,050	0	7,000	8,000	1,000
Evaluation	1,375	0	1,000	1,000	
F5 Operations					
F5 Operations (Resource 9300)					
Director Salary	45,931	28,816	48,073	35,196	-12,877
Director Benefits	26,120	16,004	26,452	25,231	-1,221
Admin Assistant Salary	17,050	9,371	17,668	15,920	-1,748
Admin Assistant Benefits	1,244	1,167	2,634	2,143	-491
Office Supplies/Postage	2,175	1,805	2,000	2,811	811
Advertising	0	46	500	2,500	2,000
Rent	225	3,000	2,700	6,000	3,300
Phones	443	254	500	500	
Commisioner Travel	1,002	0	600	1,600	1,000
Staff Travel	1,606	2,673	1,500	4,500	3,000
MCOE Indirect	8,788	0	9,870	7,849	-2,021
Total F5 Operations (Resource 9300)	104,585	63,135	112,497	104,250	-8,247
Total F5 Operations	104,585	63,135	112,497	104,250	-8,247
Miscellaneous					
F5 Association Dues	2,300	2,300	2,300	2,300	
Fiscal Audit	5,750	5,750	5,750	5,750	
Mono County Counsel	4,190	0	2,000	4,000	2,000
Fiscal Preparation	774	0		500	500
Total Miscellaneous	13,015	8,050	10,050	12,550	2,500
Total Expense	526,786	218,912	477,745	498,123	20,378
Net Ordinary Income	6,065	57,579	-12,194	-3,385	8,809