

Regular Commission Meeting

AGENDA

September 21, 2017, 2:30-4:30 p.m.

Mono County Office of Education Conference Room,
451 Sierra Park Road, Mammoth Lakes CA and
Lee Vining High School,
51710 US-395, Lee Vining, CA

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 for approval of the minutes for the June 22, 2017 Commission Meeting. **(ACTION)**
3. **Commissioner Reports** Commissioners 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. **(INFORMATION)**
4. **Director Report** This information may be reported elsewhere on agenda. **(INFORMATION)**
5. **Election of Officers** The Commission will elect officers to the following positions for FY 2017-18: Chair, Vice-Chair, and Secretary. **(ACTION)**
6. **Childcare Initiative** First 5 Commissioner and Superintendent of Schools, Dr. Stacey Adler, will update the Commission on activities related to the Mono County Office of Education spearheaded childcare initiative in Mammoth Lakes. **(INFORMATION)**
7. **Support Request for AB 1665** Staff will present request from First 5 Fresno County Commissioner Hugo Morales for the First 5 Director to sign and distribute a letter of support for AB 1665, the Internet for All Now Act. **(ACTION)**
8. **Protocol Development for First 5 Mono Support** Staff will present the Commission with a sample letter of support signed by multiple First 5 County Commissions for the purposes of considering directing staff to develop a protocol proposal to the Commission to enable the First 5 Mono Director to sign future letters of support. **(INFORMATION)**
9. **Provision for one time fund allocation to Little Loopers** Staff will present request for a onetime contribution of **\$4,000** to the Little Loopers 501c3 which exists to provide child care to families in June Lake. The funds are already included in this year's budget for preschool support. **(ACTION)**
10. **Contractual Agreements** 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. **CDBG Contract Amendments:** Discussion and consideration of authorization for the Executive Director to sign, upon receipt, County Counsel approved contract amendments to modify the CDBG contracts between First 5 Mono and Mono County and First 5 Mono and Eastern Sierra Unified School District

(ESUSD) to reflect changes in program implementation. *Note: this amendment was previously approved by the commission pending County Counsel suggested changes, but due to ESUSD requested changes, is being brought forward again.*
(ACTION)

- b. **Small Population County Funding Agreement - Local Area Agreement (SPCFA LAA):** with First 5 California (F5CA) in the amount of \$350,000 annually for four years—FY 2017-18 to FY 2020-21—for a projected total of **\$1,400,000** from First 5 California to First 5 Mono for programs that meet SPCFA standards and requirements. **(ACTION)**
- c. **CAPIT/CBCAP Assurance of Compliance:** assurance to the Department of Social Services of Nondiscrimination Compliance. Authorization for the Executive Director to sign pending County Counsel agreement that all conditions are being met. **(ACTION)**

- 11. **5-Year Fiscal Plan Examples**
 Staff will present sample 5-year fiscal plans from other First 5 Commissions for perspective on the First 5 Mono 5-year fiscal plan. Commission will discuss and provide direction to staff on development of the FY 2017-18 First 5 Mono 5-year fiscal plan. **(INFORMATION)**
- 12. **First 5 Mono Relationship with Mono County and the Mono County Office of Education**
 Staff will present a brief from Christy Milovich, Deputy County Counsel for Mono County and counsel for the First 5 Commission, on the relationships between First 5 Mono and both Mono County and the Mono County Office of Education. The purpose of this brief is to clarify First 5 Mono's relationship with both entities for the purposes of informing appropriate protocols and procedures. **(INFORMATION)**
- 13. **FY 2017-18 Budget Amendment**
 Staff will present the proposed FY 2017-18 budget amendment for consideration of approval by the Commission. **(ACTION)**
- 14. **Year-to-Date Budget**
 Staff will report on the First 5 Mono revenues and expenditures to-date. **(INFORMATION)**
- 15. **Program Updates**
 Staff and Commissioners will report on the following programs. **(INFORMATION)**
Commission-run Programs
 - a. *Child Care Quality: IMPACT Program*
 - b. *Regional Child Care Quality: Quality Rating Improvement System (QRIS)*
 - c. *Home Visiting: Welcome Baby!, Parenting Partners (CAPIT Grant), and Child Care Provider Home Visitor*
 - d. *Breastfeeding Promotion and Outreach*
 - e. *Oral Health*
 - f. *Peapod Playgroups (Prop. 63 MHSA)*
 - g. *School Readiness Activities*

Next Commission Meeting: **Thursday, December 21, 2017 2:30pm-4:30pm** in the Mono County Office of Education, Mammoth Lakes, Conference Room.

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

Friday, June 22, 2017 (Rescheduled from June 15, 2017)

Mono County Office of Education Conference Room
451 Sierra Park Rd., Mammoth Lakes, California
Lee Vining High School
51710 US-395, Lee Vining, CA

Commissioners Present: Stacey Adler, Chair
Jeanne Sassin, Secretary, via conference call
Bertha Jimenez
Patricia Robertson

Staff Present: Molly DesBaillets, Executive Director
Kaylan Johnson, Administrative Assistant

Commission Chair Adler calls the meeting to order at 3:32 pm.

1. Public Comment

No public comment

2. Minutes (ACTION)

ACTION: Commissioners will approve the Minutes for the May 5, 2017 Commission meeting.

MOTION: Commissioner Robertson

SECOND: Commissioner Wilson

VOTE: Unanimous

ABSTENTIONS: Commissioner Sassin

3. Commissioner Reports (INFORMATION)

Tabled to next Commission meeting due to limited time at today's meeting.

4. Director Report (INFORMATION)

Tabled to next Commission meeting due to limited time at today's meeting.

5. Election of Officers (ACTION)

Tabled to next Commission meeting due to limited time at today's meeting.

6. Childcare Initiative (INFORMATION)

Tabled to next Commission meeting due to limited time at today's meeting.

7. Support Request for AB 1665 (ACTION)

Tabled to next Commission meeting due to limited time at today's meeting.

8. Consideration of First 5 Mono Support Protocol Development (INFORMATION)

Tabled to next Commission meeting due to limited time at today's meeting.

9. Contractual Agreements (ACTION)

- a. Summer Bridge Renewal Letter (ACTION):** authorizes contract for payment to Eastern Sierra Unified School District for up to \$8675 for the provision of Summer Bridge at each ESUSD school for FY 2017-18

ACTION: Commissioners approve item 9a

MOTION: Commissioner Wilson

SECOND: Commissioner Jimenez

VOTE: Unanimous

ABSTENTIONS: none

- b. Summer Bridge Renewal Letter (ACTION):** authorizes contract for payment to Mammoth Unified School District for up to \$10,000 for the provision of Summer Bridge for FY 2017-18

- c. Raising A Reader Renewal Letter (ACTION):** authorizes contract for payment to Mono County Library Authority for \$38,000 for implementation of Raising A Reader Services in FY 2017-18

- d. Safe Kids Coordination Agreement (ACTION):** authorizes contract for payment to Mono County Office of Education for \$7000 annually for 3 years for the provision of Safe Kids Mono Partners Coordination from 2017-2020

- e. Footsteps2Brilliance Support (ACTION):** First 5 will contribute \$10,000 to support Mono County Office of Education's Footsteps2Brilliance initiative as part of the Commission's School Readiness investment

- f. T&TA Hub Local Area Agreement Amendment (ACTION):** amend details of the existing T&TA Hub Local Area Agreement with First 5 CA

- g. IMPACT Local Area Agreement Amendment (ACTION):** amend details of the existing IMPACT Local Area Agreement with First 5 CA

- h. Independent Fiscal Audit (ACTION):** authorizes contract for payment of \$5950 to Neely Accountancy Corporation for the independent fiscal audit of FY 2016-17

- i. CAPIT/CBCAP Agreement (ACTION):** agreement with the Department of Social Services for \$99,000 (\$33,000 per year) to First 5 Mono for the provision of Home Visits to high-need families from 2017-2020

ACTION: Commissioners approve items 9b thru 9i

MOTION: Commissioner Sassin

SECOND: Commissioner Wilson

VOTE: Unanimous

ABSTENTIONS: Commissioner Adler recuses herself from the vote due to conflict of interest with items 9d and 9e.

- j. Mental Health Services Act Agreement (ACTION):** agreement with Mono County Behavioral Health for \$40,000 to First 5 Mono for the provision of Peapod Playgroups for FY 2017-18

ACTION: Commissioners approve item 9j

MOTION: Commissioner Robertson

SECOND: Commissioner Wilson

VOTE: Unanimous

ABSTENTIONS: Commissioner Jimenez recuses herself from the vote due to conflict of interest with item 9j.

- k. Certification Grant Award (ACTION):** authorizes First 5 Mono staff to sign grant award from CA Department of Education for \$3500 to support the Quality Rating Improvement System

ACTION: Commissioners approve item 9k

MOTION: Commissioner Wilson

SECOND: Commissioner Sassin

VOTE: Unanimous

ABSTENTIONS: None

10. 5-Year Fiscal Plan (ACTION)

Ms Desbaillets explains that due to a conservative approach, the fiscal plan shows only committed funds and does not assume prior year funds will come in. The Commission Operations budget drops in FY 17-18 and then rises in the next years due to the ability to leverage state Hub funding for Administration costs. Ms Desbaillets mentions that Commissioner Gardner suggested presenting the fiscal plan in a less conservative way. She plans to meet with Mono County fiscal to discuss presentation options for future years. Commissioner Adler suggests reaching out to other First 5 counties to see how they approach the 5-year fiscal plans.

ACTION: Commissioners approve the 5-year Fiscal Plan for FY 2016-17

MOTION: Commissioner Jimenez

SECOND: Commissioner Robertson

VOTE: Unanimous

ABSTENTIONS: None

11. Year-to-Date Budget (INFORMATION)

Tabled to next Commission meeting due to limited time at today's meeting.

12. FY 2017-18 Proposed Budget (ACTION)

Ms Desbaillets states the proposed budget is a flat budget. Salary and benefits have increased due to annual raises, which have been offset in other line items such as advertising or office supplies. A new inclusion is the \$10,000 Footsteps2Brilliance contribution. The budget carries forwards \$4000 of preschool funds, which First 5 Mono hopes to donate to Little Loopers, a potential new childcare home in June Lake. Commissioner Wilson announces that Sierra Park Pediatrics plans to start Fluoride Varnish at every well-child visit. Ms Desbaillets plans to discuss this further with Commissioner Wilson to see if it affects the Oral Health budget.

ACTION: Commissioners approve the FY 2017-18 Budget

MOTION: Commissioner Wilson

SECOND: Commissioner Jimenez

VOTE: Unanimous

ABSTENTIONS: None

13. FY 2017-18 Commission Meeting Schedule (INFORMATION)

Tabled to next Commission meeting due to limited time at today's meeting.

14. Program Updates

Ms Desbaillets distributes written Program Updates to the Commissioners.

Meeting adjourned at 3:45 pm.

Next meeting scheduled for September 21, 2017 in the Conference Room at Mono County Office of Education, Mammoth Lakes.

June 19, 2017

Via Email

Assembly Member Miguel Santiago, Chairman
Assembly Member Rob Bonta
Assembly Member Sabrina Cervantes
Assembly Member Matthew Dababneh
Assembly Member Eduardo Garcia
Assembly Member Chris Holden
Assembly Member Tom Lackey

Assembly Member Jay Obernolte, Vice Chairman
Assembly Member Evan Low
Assembly Member Brian Maienschein
Assembly Member Jim Patterson
Assembly Member Freddie Rodriguez
Assembly Member Jim Wood

State Capitol, Room 6027
Sacramento, California 95814

RE: Internet For All Now Act (AB 1665 - Garcia)

Dear Chairman Santiago, Vice Chairman Obernolte, and Members of the Assembly Communications and Conveyance Committee:

First 5 Mono County strongly supports the **Internet For All Now Act (AB 1665 - Garcia)**, and respectfully urges your support to continue the progress of closing the Digital Divide in California. Digital Inclusion is a matter of fairness and opportunity for all residents to be able to participate in the 21st century economy and contribute to California's prosperity.

First 5 Mono County knows first-hand how important it is for rural communications and low-income neighborhoods to have high-speed Internet access. First 5 Mono provides families with young children with Home Visits to support family functioning, parents' understanding of child development, and parent-child interaction. On our visits we regularly find families with low income who struggle because of the lack of internet. Challenges include:

- accessing information about resources-- what is available and contact information;
- submitting applications for things such as health insurance, special needs services, preschool, and WIC;
- accessing information to support time-sensitive situation-specific best parenting practices.

We recognize and appreciate that the authors of AB 1665 are negotiating in good faith among the stakeholders to reach consensus on the specific provisions of the bill and we respect that process. However, we urge you to support a version of the bill that includes as much as possible of the original Internet For All Now Act (that was submitted by the California Emerging Technology Fund in consultation with civic leaders and community organizations throughout the state) to reflect an appropriate and workable balance between community needs and industry interests. Your leadership is needed to forge ahead and ensure that California remains a national leader in Digital Inclusion and Digital Equity by passing the Internet For All Now Act.

Respectfully,

Molly DesBaillets
Executive Director, First 5 Mono County

cc: **Frank Bigelow**
Speaker Anthony Rendon
Speaker Pro Tempore Kevin Mullin
President pro Tempore, Kevin de León
Majority Floor Leader, Senator William W. Monning
AB 1665 Joint Co-Authors:

Assembly Member Aguiar-Curry
Assembly Member McCarty
Assembly Member Holden
AB 1665 Principal Co-Authors:
Assembly Member Chiu
Assembly Member Eggman
Assembly Member Mullin
AB 1665 Co-Authors:
Assembly Member Caballero
Assembly Member Gipson
Assembly Member Jones-Sawyer
Assembly Member Medina
Assembly Member Levine
Assembly Member Reyes
Assembly Member Rubio
Ms. Vanessa Gonzalez
CETF

May 22, 2017

Assemblymember Phil Ting, Capitol Office, Room 6026, Sacramento, CA 94249
Assemblymember Dr. Joaquin Arambula, Capitol Office, Room 5155, Sacramento, CA 94249
Assemblymember Kevin McCarty, Capitol Office, Room 2136, Sacramento, CA 94249
Senator Holly J. Mitchell, Capitol Office, Room 5080, Sacramento, CA 95814
Senator Anthony J. Portantino, Capitol Office, Room 3086, Sacramento, CA 95814
Senator Dr. Richard Pan, Capitol Office, Room 5114, Sacramento, CA 95814

Re: Funding for *CalWORKs Baby Wellness and Family Support Home Visiting Program*

Dear Honorable Budget Chairpersons,

The First 5 Association and the undersigned First 5 county commissions strongly support the creation of the *CalWORKs Baby Wellness and Family Support Home Visiting Program*, as proposed by Assembly Bill No. 992 (Arambula), and urge you to include funding for the program in the final 2017-18 state budget.

Over the past two decades, First 5 has built a network of home visiting programs in 44 counties – from Southern California, through the Central Valley and the Bay Area, and across the rural Sierra counties. Central to First 5's mission, home visiting is a core component of building integrated systems to help parents facing social, economic or health challenges. These programs address the immediate needs of families and connects them to appropriate community services and supports. We believe an additional investment of \$100 million will ensure that these services can continue to expand and serve all CalWORKs families with a pregnant woman, infant or toddler, and we look forward to working with our county partners to ensure successful implementation of this powerful child poverty intervention.

The *CalWORKs Baby Wellness and Family Support Program* will cost-effectively strengthen the youngest Californians and their families, building on the infrastructure of the CalWORKs program. This voluntary program promotes evidence-based models, leverages existing home visiting programs already in place across California, and strengthens families by supporting both parents and children. As decades of national research has shown, home visiting has long-term benefits for families and society: improved parenting practices, reduced child maltreatment, increased family resilience and self-sufficiency, improved birth outcomes, and increased school readiness.

Too often families struggle with employment because of problems they face at home. At the recent Budget Subcommittee hearing chaired by Dr. Joaquin Arambula, a CalWORKs recipient mom shared her experience in a First 5-funded home visiting program and discussed the program's critical role in helping her access early intervention supports for her son, leave an abusive relationship, and find stable employment. The support provided by qualified home visitors has been a lifeline for so many families across California and we believe the Baby Wellness program will be similarly life-changing.

Evidence-based home visiting programs are one of the best investments California can make to support families on a path to self-sufficiency and prepare our youngest children for lifelong success. California can and should join the 35 plus states that already invest General Funds and/or federal TANF dollars in evidence-based home visiting programs to strengthen and support the most vulnerable children and families.

On behalf of First 5, we thank you for your commitment to California's children and respectfully request the inclusion of \$100 million for the *CalWORKs Baby Wellness and Family Support Home Visiting Program* in the 2017-18 state budget.

Sincerely,

First 5 Association of California
First 5 Alameda
First 5 Butte
First 5 Calaveras

First 5 Contra Costa
First 5 Del Norte
First 5 Humboldt
First 5 Kings County

First 5 Kern
 First 5 LA
 First 5 Lake
 First 5 Marin
 First 5 Monterey
 First 5 Merced
 First 5 Nevada
 Children and Families Commission of Orange County
 First 5 Plumas
 First 5 Riverside
 First 5 San Benito
 First 5 San Bernardino

First 5 San Francisco
 First 5 San Joaquin
 First 5 San Luis Obispo
 First 5 San Mateo
 First 5 Santa Clara
 First 5 Santa Cruz
 First 5 Shasta
 First 5 Sonoma
 First 5 Tulare
 First 5 Tehama
 First 5 Yolo

CC: Will Lightbourne, Director, California Department of Social Services
 Donna Campbell, Deputy Legislative Affairs Secretary, Office of Governor Jerry Brown



September 13, 2017

Little Loopers Inc.
PO Box 151
June Lake, CA

Mono County Children and Families Commission intends to make a one-time child care support donation in the amount of \$4000.00 to Little Loopers Inc. of June Lake, California, to be applied toward the provision of childcare in June Lake.

There is no repayment expected or implied in this donation, either in the form of cash or by future services.

The source of this donation is a donation from a former 501c3 in June Lake which sought to create child care in June Lake.

Signature of Donor:

Print or Type Name of Donor:

Molly DesBaillets, First 5 Mono Executive Director

Signature of Recipient

Print or Type Name of Recipient

**AGREEMENT AND FIRST AMENDMENT TO INTER-AGENCY AGREEMENT
BETWEEN FIRST 5 MONO COUNTY AND THE COUNTY OF MONO FOR THE USE OF
CDBG FUNDS (GRANT # 15-CDBG-1576) FOR THE PROVISION OF CHILD CARE
SERVICES IN BRIDGEPORT AND BENTON CALIFORNIA**

THIS AGREEMENT and First Amendment is entered into on December 01, 2016, by and between First 5 Mono County – an agency of Mono County charged with planning, developing, and implementing programs on behalf of the County that support early development of children up to five years of age within Mono County – (“First 5”, or collectively with Mono County, the “Grantee”) and the County of Mono, a political subdivision of the State of California (herein called the “Grantee”) for the purpose of amending the Inter-agency Agreement between First 5 Mono County and Mono County for the use of CDBG Funds (Grant #15-CDBG-1576) for the Provision of Child Care Services in Bridgeport and Benton California, dated April 5, 2016 (“the Agreement”). First 5 and Mono County are sometimes referred to herein collectively as “the parties.”

NOW, THEREFORE, the parties agree as follows:

1. Section IV (Payment), which begins on page 6 and extends onto page 7 of the Agreement, is hereby amended to increase the total amount payable under the Agreement by the Grantee for Child Care Services from \$465,116 to \$501,718. The \$17,442 for administration remains unchanged.
2. The Budget in Section III of the Agreement, which begins on page 6 and extends onto page 7, is hereby replaced with the below revised CDBG Child Care Budget

	2015-2016	2016-2017	2016-2017	2017-2018	Total
	Start-Up Bgt	Facility Install	Operational Bgt	Operational Bgt	CDBG
Child Care Service	4,351	5,512	198,442	235,896	444,201
Books and Supplies	27,037		3,075	21,582	51,694
Travel / Training	50		773	5,000	5,823
Total Annual CDBG Budget	31,438	5,512	202,290	262,478	501,718

3. The Activities listed in Section I, Subsection C. (Scope of Service, Levels of Accomplishment – Goals and Performance Measures) of the Agreement, which begin on page 3 and extend onto page 4 are hereby amended accordingly:
 - a. For Activity #2, Equipment Procurement, this activity will not take place due lack of feasibility with the short window during which equipment can be installed (due to weather) and the length of the sole source approval process;
 - b. For Activity #3, Equipment Installation, this activity will not take place due lack of feasibility with the short window during which equipment can be installed (due to weather) and the length of the sole source approval process;

- Services. Offer day care/preschool services 7 hours 4 days a week and 5 hours one day a week. 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.

- i. “Provide breakfast, lunch, and one snack every day for children participating full time.”

Page 13 of 76 Return to Agenda

**AGREEMENT AND FIRST AMENDMENT TO SUBRECIPIENT 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 and First Amendment is entered into on December 01, 2016, by and between First 5 Mono County (an agency of Mono County charged with planning, developing, and implementing programs on behalf of the County that support early development of children up to five years of age within Mono County, (“First 5”, or collectively with Mono County, the “Grantee”) and Eastern Sierra Unified School District (“Subrecipient” or “ESUSD”) for the purpose of amending the Subrecipient 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 dated April 5, 2016 (“the Agreement”). First 5 and ESUSD are sometimes referred to herein collectively as “the parties.”

NOW, THEREFORE, the parties agree as follows:

1. The Activities listed in Section I, Subsection C. (Scope of Service, Levels of Accomplishment – Goals and Performance Measures) of the Agreement, which begin on page 3 and extend onto page 4 are hereby amended accordingly:
 - a. For Activity #2, Equipment Procurement, this activity will not take place due lack of feasibility with the short window during which equipment can be installed (due to weather) and the length of the sole source approval process;
 - b. For Activity #3, Equipment Installation, this activity will not take place due lack of feasibility with the short window during which equipment can be installed (due to weather) and the length of the sole source approval process;
2. The Budget in Section III of the Agreement, which begins on page 6 and extends onto page 7, is hereby replaced in its entirety with the below revised CDBG Child Care Budget increasing total expenditures to \$474,851.

	2015-2016	2016-2017	2016-2017	2017-2018	Total
	Start-Up Bgt	Facility Install	Operational Bgt	Operational Bgt	CDBG
Child Care Service	4,351	5,512	198,442	235,896	444,201
Books and Supplies	170		3,075	21,582	24,827
Travel / Training	50		773	5,000	5,823
Total Annual CDBG Budget	4,571	5,512	202,290	262,478	474,851

3. Section A, Item 5 (Services) located in the Scope of Services attachment on page 31 of the Agreement, is hereby replaced in its entirety with the following:

Services. Offer day care/preschool services 7 hours 4 days a week and 5 hours one day a week. 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.

4. Section A, Item 6 (Meals) located in the Scope of Services attachment on page 31 of the Agreement, is replaced in its entirety with the following language:

- i. “Provide breakfast, lunch, and one snack every day for children participating full time.”

IN WITNESS of the foregoing, the parties have signed this Agreement and First Amendment through their duly-authorized representatives, as set forth below:

First Five Mono County:

By: _____
Name: Molly DesBaillets
Title: Executive Director
Date: _____
Engineering and Management, Inc.

Eastern Sierra Unified School District:

By: _____
Name: Don Clark
Title: Superintendent of Schools
Firm: Eastern Sierra Unified School District
Date: _____

Approved as to Form:

Christian E. Milovich Date
Assistant County Counsel

Approved for Risk Management:

Risk Manager Date

**EXHIBIT A
SCOPE OF WORK
(Local Area Agreement)**

1. Authority

California Health and Safety Code (HSC) section 130105(d)(1)(B) authorizes expenditure of funds from the California Children and Families Trust Fund to ensure that children are ready to enter school. It also authorizes the development of programs focusing on education, including, but not limited to, the development of educational materials, professional and parent education and training, and technical support for county commissions. HSC section 130125(i) provides First 5 California the authority to allocate funds to county commissions to carry out the purposes of the Act.

The First 5 California (F5CA) Commission approved an annual investment of up to \$8.625 million over four years, from fiscal year (FY) 2017–18 to FY 2020–21, for the Small Population County Funding Augmentation (SPCFA) at the January 26, 2017 Commission meeting.

2. Program Description, Purpose, and Goals

The goal of the SPCFA is to support the success of small counties in their work and to ensure Proposition 10 is truly a statewide effort that impacts the lives of young children throughout California. SPCFA provides funding to the 20 counties in the state with the lowest annual births. The statutory funding alone, for counties with a small proportion of births, does not provide sufficient funding to fully operate a commission or effective First 5 programs. This funding allows Proposition 10 to be a statewide effort that promotes, supports, and improves the early development of children ages 0 to 5. The program facilitates the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, and to ensure children are ready to enter school.

3. Commencement of Services

SPCFA funding is authorized only for expenditures incurred within the approved performance period of this Agreement. Funding will be in effect beginning FY 2017–18 through FY 2020–21.

4. Project Representatives

The Project Representatives during the term of this Agreement shall be:

First 5 California	Contractor
Silvia Flores	First 5 Mono County
2389 Gateway Oaks Drive, Suite 260	365 Sierra Park Road, Bldg. M
Sacramento, CA 95833	Mammoth Lakes, CA 93546
Phone: (916) 263-1064	Phone: (760) 924-7626
E-mail: sflores@ccfc.ca.gov	E-mail: mdesbaillets@monocoe.org

5. Funds

The F5CA State Commission approved a new funding formula and enhanced accountability framework (Framework) to continue support of First 5 county commissions with small populations in their work. The funding approach reflects state and county input from the Small Population County Workgroup (Workgroup).

A. The adopted SPCFA formula is as follows:

1. The formula consists of a fixed, graduated baseline determined by the number of births in each county in 2011. The baseline amount will remain consistent for the duration of this SPCFA, regardless of number of live births in subsequent years.
2. The criteria for SPCFA funding eligibility is based on a county's reported annual births, not exceeding 1,000, using the prior three-year (2012–14) average of annual births; 20 counties meet the eligibility criteria.
3. F5CA will augment the difference between the annual Proposition 10 tax revenue allocated to each county and the pre-determined baseline amount for the SPCFA.
4. The annual baseline minimum is \$275,000 for counties qualifying with 1–50 annual births, and increases by \$25,000 for each 50 births, as represented in the table below.

First 5 Mono County
LAA SPCFA 2017-12
Exhibit A
Page 3 of 14

TABLE 1
SPCFA Baseline Formula

Number of Births	County	2011 Births	Baseline
1-50	Alpine	6	\$275,000
	Sierra	23	
51-99	Modoc	87	\$300,000
100-150	Trinity	123	\$325,000
	Mariposa	132	
151-200	Mono	156	\$350,000
	Plumas	165	
201-250	Inyo	213	\$375,000
251-300	Amador	269	\$400,000
	Lassen	300	
301-350	Colusa	302	\$425,000
	Calaveras	326	
	Del Norte	337	

Number of Births	County	2011 Births	Baseline
351-400	Glenn	391	\$450,000
401-450	Tuolumne	430	\$475,000
451-500	Siskiyou	472	\$500,000
701-750	Lake	715	\$625,000
	Tehama	728	
751-800	Nevada	761	\$650,000
	San Benito	772	
Note: The formula includes intervals from 501-700 births, at the same rate of increase, but were not included for ease of reading.			

- Beginning in FY 2018-19, a 2 percent reduction in baseline funding will occur for every budget year tobacco tax revenues decrease by an average of 7 percent or greater in the first five months of each fiscal year. This adjustment in budget year funding is referred to as the "trigger." The reduction would go into effect the fiscal year following the decrease in revenue. If revenues increase by the average amount previously decreased or greater in the first five months of the fiscal year after a previous year decrease, a 2 percent increase will be applied to the current baseline funding the following fiscal year. The baseline funding amount allocated in year one (FY 2017-18) will

First 5 Mono County
LAA SPCFA 2017–12
Exhibit A
Page 4 of 14

not be exceeded.

B. SPCFA funds may be used to support administrative, program, and evaluation services, and F5CA-funded programs.

C. Disbursement

1. Funding will be disbursed as follows provided adherence to the LAA and all reporting requirements (Exhibit A Pages 12–14) have been satisfied:

- a. 75 percent of F5CA's estimated portion of SPCFA dollars will be disbursed to Contractor once all requirements of the previous fiscal year have been fulfilled and the LAA has been executed by both parties, but no earlier than September 30, 2017, and every subsequent September of the corresponding FYs (Attachment A).
- b. The remaining 25 percent will be disbursed by November 30 of the following fiscal year, once the annual total of Proposition 10 tax revenue to be allocated to Contractor has been determined.
- c. Alternate funding disbursement of up to ninety percent may be considered if Contractor is experiencing financial hardship. To request an alternative funding disbursement for FY 2017–18, Contractor must submit with the signed LAA a written request on agency letterhead that provides justification of need for the alternate funding, the percentage of the allocation requested (i.e., 85%), and an explanation for how the percentage was determined. In subsequent years, the financial hardship request must be received by F5CA on or before June 1 for the following fiscal year. All requests will be reviewed, approved or denied, and the decision will be communicated to the Contractor.

2. If adherence to the LAA and/or all reporting requirements (Exhibit A Pages 12–14) have not been satisfied, Contractor will:

- a. By deliverable due date, notify F5CA in writing of the circumstances preventing compliance and request up to a 30-day extension.
- b. By extension due date or following 30 days of non-compliance, provide a written plan outlining activities and timeline to meet requirement(s).
- c. Following 90 days of non-compliance, participate in a formal in-person review between the First 5 County Executive Director and/or First 5 County

First 5 Mono County
LAA SPCFA 2017–12
Exhibit A
Page 5 of 14

Commission chair and F5CA Executive staff.

- d. Following six (6) months of non-compliance, forfeit funds associated with meeting reporting requirements.

6. Implementation

- A. The maximum amount of funds received annually, both SPCFA and Proposition 10 tax revenue, by Contractor for FYs 2017–18 through 2020–21, is displayed above in Table 1: SPCFA Baseline Formula (amount may decrease if the trigger is activated, annual funding will not exceed amount listed).
- B. Contractor must annually submit on or before July 1 of each fiscal year, a completed Certification of Compliance form (ASD-035) located on the F5CA website at http://www.ccfc.ca.gov/pdf/about/fiscal/Fiscal_Administrative_Memos/ASD-035_Certification_of_Compliance_FY_2017-18.pdf. The Certification of Compliance, along with supporting documentation, must be completed to satisfy the requirements outlined in HSC section 130140(d) and submitted to F5CA in order for SPCFA funds to be released.
- C. SPCFA dollars allocated to the county's local Children and Families Trust Fund are to be expended by Contractor pursuant to all statutory requirements for the purposes authorized by the California Children and Families Act of 1998, in accordance with the county's approved strategic plan, and as further specified in HSC section 130140.
- D. Contractor shall spend the majority of non-administrative SPCFA dollars on direct services to children, and are encouraged to support F5CA-funded programs (e.g., First 5 IMPACT) with some of the remaining funding.
- E. Contractor shall annually report SPCFA funding expenditures on the SPCFA Fiscal Form contained within the Annual Report Web-based Reporting System Application. (See Attachment B).
- F. Contractor will annually report unspent augmentation funding, and provide a detailed description of projected use of the funding to F5CA. SPCFA funds are meant to be used on an annual basis and should not be used for long-term fiscal stability.
- G. At the discretion of F5CA, funds can be withheld if unassigned fund balances reported in Contractor's financial statements and F5CA's Annual Report Web-based Reporting System Application exceed 100 percent of the estimated portion funded by F5CA.

First 5 Mono County
LAA SPCFA 2017–12
Exhibit A
Page 6 of 14

- H. The distribution of SPCFA dollars for future fiscal years will be contingent upon Contractor's compliance with the LAA and all documents incorporated therein.

This includes:

- Annual Certification Checklist (Attachment C)
- Annual Performance Report
- High Quality Plan (HQP) Template (Attachment D) for each SPCFA-funded program and/or HQP Updates
- Current County Commission Strategic Plan
- Long-range financial plan referred to as the Fiscal Stability Plan
- Annual Evaluation Report (FY 2015–16 through FY 2020–21) and checklist
- Long-Term Sustainability Plan
- Fiscal Report (within the AR-1 form in the Annual Report Web-based Reporting System Application)
- Annual submission of the Certification of Compliance (ASD-035) on or before July 1 of each fiscal year

I. Framework Implementation Plan

The Framework Implementation Plan (FIP) is a multi-year, high-quality plan using action steps to implement the investment requirements of the SPCFA. A Contractor receiving SPCFA funding is required to implement and/or support programs that use evidence-based or evidence-informed models (Attachment E) to ensure the highest likelihood of measureable improvement in key child and family indicators. Funded programs must meet benchmarks for program quality and an effective program design. As a participant in SPCFA, Contractor is required to identify specific areas needing improvement for each SPCFA-funded program or strategy pursuant to the LAA and HSC sections 13040–13055.

1. The FIP consists of a High-Quality Plan (HQP) template, Annual Evaluation Report and checklist, Strategic Plan, and Fiscal Stability Plan. The purpose of the FIP is to assist small population counties in evaluating and implementing processes and procedures for continuous quality improvement and to outline the program High-Quality Plan for the county. The FIP includes, at a

First 5 Mono County
LAA SPCFA 2017–12
Exhibit A
Page 7 of 14

minimum, the specific programs funded fully or partially by SPCFA dollars and incorporated into the Strategic Plan. For each funded program, an HQP template is completed that includes activities and timeline for implementation, and the outcomes expected of such investments, and serves as a baseline for areas identified as needing improvement (Contractor's Strategic Plan, Fiscal Stability Plan, Annual Evaluation report and checklist).

a. Contractor will provide the following by August 31, 2017 or with the LAA:

- 1) LAA Certification Checklist (Attachment C)
- 2) A completed HQP template (Attachment D) for each program fully or partially funded by SPCFA
- 3) The FY 2015–16 Annual Evaluation Report, which includes progress toward meeting the specific outcomes of each funded program (if not previously submitted)
- 4) A current Strategic Plan as required in HSC section 130140
- 5) A current long-range financial plan (AKA Fiscal Stability Plan) as described in the First 5 Financial Management Guide

b. Annually on or before June 30 (beginning 2018):

- 1) Update each HQP template to reflect any changes to SPCFA-funded programs; submit a HQP template for any newly funded program(s); identify programs no longer funded by SPCFA
- 2) Submit a current Strategic Plan if updates have been made since the last submission or the previous plan is no longer up-to-date
- 3) Submit a current Fiscal Stability Plan if updates have been made since the last submission or the previous plan is no longer up-to-date

c. Annually, as part of the AR-1 form, in the Annual Report Web-based Reporting System Application, Contractor shall report expenditures and unspent SPCFA dollars allocated for each fiscal year.

d. Annually by January 31, submit an Annual Evaluation Report that includes progress toward meeting the specific outcomes of each program funded in the previous fiscal year, along with the evaluation checklist (Attachment F).

First 5 Mono County
LAA SPCFA 2017-12
Exhibit A
Page 8 of 14

- e. Contractor is required to fully or partially fund a minimum of one program with SPCFA funds.
2. Core Areas A through C

Contractor must address and meet all of the criteria and requirements specified in Core Areas A and B (Successful Local Systems, and Measuring Outcomes and Progress) in the Framework and outlined below, and a minimum of one criterion in Core Area C (Promoting Early Learning and Healthy Development Outcomes for Children). The Core Areas are as follows:

- a. Core Area A: Successful Local Systems (All criteria are required):

1) Local Administration

Contractor is expected to use no more than 25 percent of the SPCFA dollars to support personnel and operating costs necessary to accomplish the work set forth in the LAA and local First 5 Commission as described in the current Strategic Plan and as reported in the administrative audit. An exception is made for the two smallest Contractors (Alpine County and Sierra County) where it is expected that no more than 30 percent of SPCFA funding will be spent on administrative costs.

If the county finds that administrative costs for any year in the term of this Agreement have exceeded the expected percentage specified above, written justification with a plan to reconcile the overage for future fiscal years must be submitted to F5CA. Approval of the plan must be granted before any subsequent disbursement of SPCFA dollars can be released. Continued overage in subsequent fiscal years of administrative costs may result in withholding of funds commensurate with the overage.

Contractor is required to demonstrate compliance with regulatory audit requirements through annual independent audits. Contractor will use the First 5 Financial Management Guide to determine appropriate definition and allocation of costs.

2) Fiscal Systems Stability

Contractor will implement fiscal systems that ensure full compliance with First 5 reporting requirements articulated in the Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act. Contractor will have a fiscal stability plan that assesses the long-range financial implications of current and proposed policies, programs, and assumptions; assesses needs, trends,

First 5 Mono County
LAA SPCFA 2017–12
Exhibit A
Page 9 of 14

opportunities, and potential shortfalls the commission will face in the future and actions needed to address these issues; and forecasts future revenues, expenditures, and reserves for a period of at least five years. Contractor will work on addressing deficiencies identified by the State Controller's Office and/or any findings by independent auditors.

3) Continuous Quality Improvement Training and Technical Assistance

F5CA will work with the First 5 Association of California (Association) and the Workgroup to explore ways to provide new opportunities for technical assistance in each of the following three areas: fiscal, evaluation, and program. Contractor will receive training and technical assistance (T&TA) using webinars, the small county summit, and other venues. Contractor will be required to participate in some T&TA efforts, when applicable, both as T&TA providers whenever possible, and as participants when needs have been identified.

4) Local Service Systems Integration

Contractor will demonstrate work with community partners and available state and/or federal programs to integrate service systems, develop new partnerships, and plan other activities to build a stronger system of services and support for children prenatal through age 5.

b. Core Area B: Measuring Outcomes and Progress (All criteria are required):

1) Evaluation

Contractor will provide annual evaluation reports for all programs funded by F5CA, which may be a single evaluation report for all county commission activities. The report presents research question(s)/desired outcome(s), evaluation measures and/or data sources, findings, conclusions, and recommendations, including recommendations for how evaluation results can be used to guide program improvements and decision-making. F5CA and the Association will continue to work together to update information on the Evaluation Toolkit webpage, which includes data sources. To support Contractor in identifying pertinent information to include in their reports, links to sample Annual Evaluation Reports, and the Annual Evaluation Report Example Content document are available on the F5CA Annual Reporting Resources webpage.

2) Strategic Plan

Contractor will be expected to provide evidence of a Strategic Plan, adopted within the past five years, that meets the requirement of the HSC section 130140 (a)(1)(C)(ii). The HSC states "the county Strategic Plan shall, at a minimum, include the following: a description of the goals and objectives proposed to be attained; a description of the programs, services, and projects proposed to be provided, sponsored, or facilitated; and a description of how measurable outcomes of such programs, services, and projects will be determined by the county commission using appropriate reliable indicators. No county strategic plan shall be deemed adequate or complete until and unless the plan describes how programs, services, and projects relating to early childhood development within the county will be integrated into a consumer-oriented and easily accessible system."

c. Focused Investment Area C - Contractor is required to:

- 1) Allocate a minimum of 25 percent of non-administrative SPCFA funds for evidence-based or evidence-informed programs to ensure the highest likelihood of measurable improvement in key child and family indicators.
- 2) Support evidence-based and evidence-informed programs (Attachment E) through professional development, training, and technical assistance.
- 3) Monitor implementation of evidence-based programs to fidelity.
- 4) Clearly define goals and activities for each SPCFA-funded program along with a plan for monitoring progress and identifying T&TA needs.
- 5) Align programs and work with First 5 IMPACT, CA-QRIS, and other local efforts.
- 6) Complete and submit annually an Evaluation Checklist, and Annual Evaluation Report describing how each program was designed and evaluated.
- 7) Annually report expenditures and provide a detailed description of projected use of all unspent funds on the fiscal form contained within

the Annual Report Web-based Reporting System Application.

- 8) Develop a long-term sustainability plan that includes leveraging of additional funding sources beyond Proposition 10.
 - 9) Annually complete and submit a detailed Annual Performance Report to F5CA.
 - 10) Meet benchmarks for program quality and an effective evaluation design for each evidence-based and evidence-informed model. Result areas for key indicators include family functioning, child development, child health, and systems of care.
- d. F5CA and Contractor or designee shall work with the Association and the Workgroup to identify a list of program models that have proven successful and implementable in rural and small population settings. As much as possible, the strategies and funded programs will align with current state and federal initiatives. Potential models include *Help Me Grow (HMG)*, Parents as Teachers, Raising a Reader, Nurturing Parenting, Center on the Social and Emotional Foundations for Early Learning (CSEFEL), Early Head Start, Healthy Families America, and Nurse-Family Partnership. For programs in the health area, the strategy must link public health or clinical practice to scientific evidence of the effectiveness and/or characteristics of such practices.
 - e. Core Area C: Promoting Early Learning and Healthy Development Outcomes for Children (A minimum of one criterion must be addressed):
 - 1) Child Health Needs

Contractor can focus on implementing programs or strategies to identify and address health needs of children prenatal through age five to improve school readiness and to target strategies that are more intensive and supports to children with high needs (e.g., *HMG*, health care, oral health, Children's Health Initiative, and CSEFEL).
 - 2) Family Support and Strengthening

Contractor can focus on engaging and supporting families through a variety of school readiness, parent engagement, and home visiting strategies (e.g., Strengthening Families, parenting

education, Family Resource Centers, Home Visiting, and School Readiness Playgroups).

3) Early Learning and Development

Contractor can focus on implementing programs or strategies to identify and address the behavioral and developmental needs of children. Local quality improvement efforts for early learning programs can be supported by implementation of CA-QRIS within the core areas of Child Development and School Readiness, Teachers and Teaching, and Program and Environment.

The Framework developed by the Workgroup has been incorporated into the Local Area Agreement (LAA) to provide specific and measurable evidence of the local commissions' efforts to meet the requirements of Health and Safety Code (HSC) sections 130100 – 130155.

7. Required Deliverables

Due Dates		Deliverables
Year	Month	
2017	August	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA by August 31, 2017 or with the signed LAA:</p> <ul style="list-style-type: none"> • Certification Checklist • HQP Templates for each funded program • Annual Evaluation Report, FY 2015–16 (if not previously submitted) • Current Strategic Plan • Current Fiscal Stability Plan
2018	January	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA no later than January 31, 2018:</p> <ul style="list-style-type: none"> • Annual Evaluation Report, FY 2016–17 • Annual Evaluation Checklist
2018	June	<p><u>Deliverable:</u> Contractor shall submit the following to F5CA no later than June 29, 2018:</p> <ul style="list-style-type: none"> • Certification Checklist • Updated HQP Templates; HQP for each newly funded program; report all changes to SPCFA funded programs, list of programs no longer funded by SPCFA • Updated Strategic Plan

First 5 Mono County
LAA SPCFA 2017–12
Exhibit A
Page 13 of 14

Due Dates		Deliverables
Year	Month	
		<ul style="list-style-type: none"> Updated Fiscal Stability Plan
2018	August	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than August 31, 2018: <ul style="list-style-type: none"> Annual Performance Report, FY 2017–18
2018	November	<u>Deliverable:</u> Contractor shall submit the following to F5CA on or before November 1, 2018: <ul style="list-style-type: none"> Fiscal Report contained within the Annual Report Web-based Reporting System Application.
2019	January	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than January 31, 2019: <ul style="list-style-type: none"> Annual Evaluation Report, FY 2017–18 Annual Evaluation Checklist
2019	June	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than June 28, 2019: <ul style="list-style-type: none"> Certification Checklist Updated HQP Templates; HQP for each newly funded program; report all changes to SPCFA funded programs, list programs no longer funded by SPCFA Updated Strategic Plan Updated Fiscal Stability Plan Long-Term Sustainability Plan
2019	August	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than August 30, 2019: Annual Performance Report, FY 2018–19
2019	November	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than November 1, 2019: <ul style="list-style-type: none"> Fiscal Report contained within the Annual Report Web-based Reporting System Application.
2020	January	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than January 31, 2020: <ul style="list-style-type: none"> Annual Evaluation Report, FY 2018–19 Annual Evaluation Checklist
2020	June	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than June 30, 2020: <ul style="list-style-type: none"> Certification Checklist Updated HQP Templates; HQP for each newly funded program; report all changes to SPCFA funded programs, list of programs no longer funded by SPCFA

First 5 Mono County
LAA SPCFA 2017–12
Exhibit A
Page 14 of 14

Due Dates		Deliverables
Year	Month	
		<ul style="list-style-type: none"> • Updated Strategic Plan • Updated Fiscal Stability Plan
2020	August	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than August 31, 2020: Annual Performance Report, FY 2019–20
2020	November	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than November 1, 2020: <ul style="list-style-type: none"> • Fiscal Report contained within the Annual Report Web-based Reporting System Application.
2021	January	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than January 29, 2021: <ul style="list-style-type: none"> • Annual Evaluation Report, FY 2019–20 • Annual Evaluation Checklist • Updated Long-Term Sustainability Plan
2021	August	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than August 31, 2021: Annual Performance Report, FY 2020–21
2021	November	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than November 1 2021: <ul style="list-style-type: none"> • Fiscal Report contained within the Annual Report Web-based Reporting System Application.
2022	January	<u>Deliverable:</u> Contractor shall submit the following to F5CA no later than January 31, 2022: <ul style="list-style-type: none"> • Annual Evaluation Report, FY 2020–21 • Annual Evaluation Checklist

SPCFA Disbursement Schedule FY 2017–18 through FY 2020–21

September 2017	<ul style="list-style-type: none">• FY 2017–18• Estimated Disbursement - 75%
September 2018	<ul style="list-style-type: none">• FY 2018–19• Estimated Disbursement - 75%
November 2018	<ul style="list-style-type: none">• FY 2017–18• Final Disbursement - 25%
September 2019	<ul style="list-style-type: none">• FY 2019–20• Estimated Disbursement - 75%
November 2019	<ul style="list-style-type: none">• FY 2018–19• Final Disbursement - 25%
September 2020	<ul style="list-style-type: none">• FY 2020–21• Estimated Disbursement - 75%
November 2020	<ul style="list-style-type: none">• FY 2019–20• Final Disbursement - 25%
November 2021	<ul style="list-style-type: none">• FY 2020–21• Final Disbursement - 25%

**SPCFA Fiscal Report: Annual Report Web-based Reporting System
Application (AR-1, Expenditure Detail)**

Detail	Description	SPCFA Detail
Program Expenditures	Automatically generated after Results and Services – Expenditure Detail section is completed. Use Expenditure Notes section at end of the AR-1 to explain significant differences from FY 2016–17 (e.g., capital expenditures)	Include expenditure detail for SPCFA funds by: • Evidence-Based Programs • Evidence-Informed Programs • Other Funded Programs, may include Result Area: Improved Systems of Care (Appendix B) • Professional Development, Training and Technical Assistance
Administrative Expenditures	Total Administrative Expenditures for FY 2017–18 which <u>may include</u> : • Salaries and Wages • Overhead costs (rent, utilities, etc.) <u>do not include</u> : • Direct program costs (outreach, education, or technical assistance) • Direct evaluation costs (education or technical assistance) • Other grantee capacity building	Include total expenditures for administrative costs using SPCFA funds
Evaluation Expenditures	Total Evaluation Expenditures for FY 2017–18; <u>do not include</u> : • Administrative costs • Direct program costs (outreach, education, or technical assistance) • Other grantee capacity building	Include total expenditures for evaluation costs using SPCFA funds
Total Expenditures	Automatically generated Note: Must match audited financial statements	Automatically generated
Excess (Deficiency) of Revenues over (Under) Expenses	Automatically Generated	Automatically generated If unspent funds occurred during the FY, please list the amount and provide explanation in Expenditure Notes. Please provide breakdown of unspent funds (dollar amount and explanation), as well as dollar amount for any variance of populated figure due to county commission accounting practices (accrual of revenue, etc.)

**Small Population County Funding Augmentation
 (SPCFA) Local Area Agreement (LAA)
 Certification Checklist**

Please provide documents a through e in the table below upon execution of the LAA and update each year thereafter. Indicate whether updates to documents are in progress in the third column. The letters in front of column two "SPCFA Requirement" correspond to the Framework requirements of the LAA.

First 5 County Name:		
Attached/ Submitted	SPCFA Requirement	Status
<input type="checkbox"/> <input type="checkbox"/> N/A	a. High-quality Plan(s) Completed High-quality Plan Template for each program funded fully or partially by SPCFA. (2017 only) <div style="text-align: center;">OR</div> The High-Quality Plan update (2018–21)	Date expected if not attached: Date expected if not attached:
<input type="checkbox"/> <input type="checkbox"/> N/A	b. County Strategic Plan Strategic plan that includes the current fiscal year, as described in Health and Safety Code section 130140 (A) (1) (C) (II), copied below.	Period covered: <input type="checkbox"/> No – Explain Date expected:
<input type="checkbox"/> <input type="checkbox"/> N/A	c. Fiscal Stability Plan Long-range financial plan that includes the current fiscal year, as described in the First 5 Financial Management Guide.	Period covered: <input type="checkbox"/> No – Explain Date expected if not attached:
<input type="checkbox"/>	d. Annual Evaluation Report and Checklist Prior fiscal year annual evaluation report including description of progress towards meeting the specific outcomes of each funded program.	Date expected if not submitted:

<input type="checkbox"/>	e. Annual Performance Report Summary of achievements, lessons learned, challenges and strategies used to overcome challenges.	Date expected if not attached:
<input type="checkbox"/>	f. Fiscal Report Report of annual expenditures for administration, program (evidence-based, evidence-informed, other funded programs, professional development, training and technical assistance), evaluation costs and unspent funds. This report is contained within the Annual Report Web-based Reporting System Application.	Date expected if not submitted:
<input type="checkbox"/>	g. Long-Term Sustainability Plan Long-term sustainability that includes leveraging of other funding sources.	Date expected If not submitted:

Health and Safety Code section 130140 (a)(1)(C)(ii): The county strategic plan shall, at a minimum, include a description of the goals and objectives proposed to be attained, programs, services, and projects proposed to be provided, sponsored, or facilitated, and a description of how measurable outcomes of such programs, services, and projects will be determined by the county commission using appropriate reliable indicators. In order to be deemed adequate or complete, county strategic plans will need to describe how programs, services, and projects relating to early childhood development with the county will be integrated into a consumer-oriented and easily accessible system.

Small Population County Funding Augmentation (SPCFA)
FIP Focused Investment Area C: Promoting Early Learning and Healthy Development Outcomes for Children
High-Quality Plan (Due 8/31/17)
Date: _____

First 5 County Name		FY 2017-18	
SPCFA-Funded Program or Strategy		Fully Funded : <input type="checkbox"/>	Partially Funded: <input type="checkbox"/>
Target Population		Total Program Amount :	\$
Focused Investment Area [2]		Amount if Partially Funded:	\$
Program Standard [3]			
Goal			
Training & Technical Assistance Needed to Support High-quality Implementation and Continuous Quality Improvement			

Activities to Implement the SPCFA-funded Program or Strategy	Expected Output or Outcome of Activity [4]	Responsible Parties [5]	Timeline [6]
Local Systems Integration [7]	Expected Output or Outcome of Activity [4]	Responsible Parties [5]	Timeline [6]
Evaluation [8]	Expected Output or Outcome of Activity [4]	Responsible Parties [5]	Timeline [6]

[1] Identify total cost of the program and the amount of SPCFA dollars allocated to fund the program. Indicate if the program is fully or partially funded by SPCFA by checking the corresponding box.

[2] Choose a minimum of one Focused Investment Area from the following: Child Health, Family Support and Strengthening, or Early Learning and Development.

[3] Identify and describe the Program Standard from the following: Evidence-based or Evidence Informed Model/Framework or Health Focused or Other Funded Program. Description should include program model name and local implementation strategies. Include literature and/or research citation if applicable.

[4] Expected Outputs or Outcomes are the measurable changes after a program activity is underway during the implementation period. Outcomes or outputs may include, but are not limited to: numbers, services, behavior, knowledge, skills, and status.

[5] Identify responsible party(ies) carrying out the program or activity to ensure outcomes are met.

[6] Timelines are time intervals that create structure, measurability, and accountability within an action plan and may be stated as a specific date or a date range depending on the type of activity.

[7] Identify local partners and describe activities involved in service systems integration. Service system integration is defined as work with community partners and available state and/or federal programs to integrate service systems, develop new partnerships, and other activities to build a stronger system of services and support for children prenatal through age five.

[8] Describe outcome measures used to evaluate the effect of SPCFA investment.

Small Population County Funding Augmentation (SPCFA)
FIP Focused Investment Area C: Promoting Early Learning and Healthy Development Outcomes for Children
High-Quality Plan UPDATE
Date: _____

Are there changes to this program's HQP?		Program No Longer Funded	
No	Yes (Include all changes on this form)		
First 5 County Name		FY 2018-19	
SPCFA-Funded Program or Strategy		Fully Funded : <input type="checkbox"/>	Partially Funded: <input type="checkbox"/>
Target Population		Total Program Amount :	\$
Focused Investment Area [2]		Amount if Partially Funded:	\$
Program Standard [3]			
Goal			
Training & Technical Assistance Needed to Support High-quality Implementation and Continuous Quality Improvement			

Activities to Implement the SPCFA-funded Program or Strategy	Expected Output or Outcome of Activity [4]	Responsible Parties [5]	Timeline [6]
Local Systems Integration [7]	Expected Output or Outcome of Activity [4]	Responsible Parties [5]	Timeline [6]
Evaluation [8]	Expected Output or Outcome of Activity [4]	Responsible Parties [5]	Timeline [6]

- [1] Identify total cost of the program and the amount of SPCFA dollars allocated to fund the program. Indicate if the program is fully or partially funded by SPCFA by checking the corresponding box.
- [2] Choose a minimum of one Focused Investment Area from the following: Child Health, Family Support and Strengthening, or Early Learning and Development.
- [3] Identify and describe the Program Standard from the following: Evidence-based or Evidence Informed Model/Framework. Description should include program model name and local implementation strategies. Include literature and/or research citation.
- [4] Expected Outputs or Outcomes are the measurable changes after a program activity is underway during the implementation period. Outcomes or outputs may include, but are not limited to: numbers, services, behavior, knowledge, skills, and status.
- [5] Identify responsible party(ies) carrying out the program or activity to ensure outcomes are met.
- [6] Timelines are time intervals that create structure, measurability, and accountability within an action plan and may be stated as a specific date or a date range depending on the type of activity.
- [7] Identify local partners and describe activities involved in service systems integration. Service system integration is defined as work with community partners and available state and/or federal programs to integrate service systems, develop new partnerships, and other activities to build a stronger system of services and support for children prenatal through age five.
- [8] Describe outcome measures used to evaluate the effect of SPCFA investment.

Explanation of Terms

The Focused Investment and Program Standard areas should be described in the top section of the FIP Focused Investment Area C High-Quality Plan. SPCFA-funded programs or strategies must address a minimum of one of the three criteria below.

1. **Developmental and Health Needs** – Programs or strategies identifying and addressing behavioral, developmental, and health needs of children, prenatal through age 5, to improve school readiness, and to target more intensive strategies and supports to children with high needs (e.g., *Help Me Grow*, health care, oral health, Children's Health Initiative, and Center on Social and Emotional Foundations for Early Learning).
2. **Engaging and Supporting Families** – Engaging and supporting families using a variety of school readiness, parent engagement, and home visiting strategies (e.g., Strengthening Families, parenting education, Family Resource Centers, home visiting, and school readiness play groups).
3. **High-Quality Early Learning/Early Educator Support and Effectiveness** – Improving local quality improvements for early learning and development programs by implementing the core areas of Child Development and School Readiness, Teachers and Teaching, and Program and Environment in CA-QRIS Quality Continuum Framework.

Contractor is required to allocate a minimum of 25 percent of non-administrative funds to evidence-based or evidence-informed models/frameworks to ensure the highest likelihood of measurable improvement in key child and family indicators. Identify from the criteria below, the Program Standard.

1. **Evidence-based** – Programs, strategies, or approaches that have shown through scientific research and evaluation to be effective and have evidence that supports generalizable conclusions. (First 5 IMPACT Glossary Appendix B, pg.97 http://www.ccfca.gov/pdf/programs/impact/FIRST_5_IMPACT_RFA_Amended_02012017.pdf)
2. **Evidence-informed** – Program design and implementation based on the best available research evidence. This incorporates flexibility that can include families' cultural backgrounds, community values, and individual preferences into the program. Use of an evidence-based model with minor modifications for local implementation.

3. **Health Focused** – For programs in the health area, the strategy must link public health or clinical practice to scientific evidence of the effectiveness and/or characteristics of such practices.
<https://www.thecommunityguide.org/content/glossary> (A resource within the CDC)
4. **Other Funded Programs** – Programs, activities, events, or strategies using SPCFA dollars that are not evidence-based or evidence-informed and have a completed current High-Quality Plan.
5. **Professional Development, Training and Technical Assistance** – Funds that support opportunities as initial preparation (pre-service) and learning experiences (in-service) designed to improve the knowledge, skills/behaviors, and attitudes/values of the workforce. Professional development experiences must be evidence based; structured to promote linkages between research and practice; culturally and linguistically responsive; and responsive to each learner's background, experiences, and the current context of his/her role (National Association for the Education of Young Children).
6. **Unspent Funds** – Annual SPCFA dollars not used in any of the above categories. Funds in this field may be due to a variance in accounting practices between state and contractor.

Annual Evaluation Report Checklist

An annual evaluation report is a written document that describes how the Contractor monitored and evaluated programs listed in the strategic plan. It presents the findings, conclusions, and recommendations for each program, including recommendations for how evaluation results can be used to guide program improvement and decision making. For any evaluation element checked "No," the Contractor will **explain in the "Notes or Comments" column the steps that will be taken to meet the element, along with training and technical assistance needed to accomplish the steps, and timeframe for their completion.**

Contractor: _____

Date: _____

Currently Submitted Evaluation Report Year(s): _____

Evaluation Element	Yes	No	Notes or Comments
1. Does the annual evaluation report include a description of programs funded by the local commission, including program objectives, inputs, activities, outputs, and expected outcomes? This may be represented as a logic model or as a narrative.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Does the annual evaluation report include an overview of each funded program's evaluation, including research questions, data sources, findings, and conclusions?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Does the annual evaluation report include a summary of all process measures (to assess whether a program is being implemented as planned) and [include language in LAA for evidence-based programs] outcome measures (to assess impact on clients or participants) used in the program evaluation?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Does the annual evaluation report include a narrative describing how program-specific evaluation results were used, including whether used in a continuous quality improvement process and future program funding consideration?	<input type="checkbox"/>	<input type="checkbox"/>	

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Area Agreement)**

Budget

Contractor is authorized to expend up to \$1,400,000.00 for the term of this Agreement, as outlined in Exhibit A.

1. Budget Contingency Clause

This Agreement is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with which to carry out the purposes of the Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or a statute enacted by the Legislature, that may affect the provisions, terms, or funding of this Agreement in any manner.

2. Payment

Payment will be made in accordance with, and within the time specified in, Government Code, Part 3, and Chapter 4.5, commencing with section 927.

3. Cost Limitation

The total amount of this Agreement shall not exceed \$1,400,000.00.

4. Contractor Overpayments

If it is determined that an overpayment has been made to Contractor, F5CA will seek recovery immediately upon discovery of overpayment by (a) written request to Contractor for a refund of the overpayment amount within thirty (30) days after receipt of notice, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment is not received within thirty (30) days from the notice. In addition to any other remedies F5CA may have, F5CA reserves the option to collect any unallowable cost from Contractor in monthly installments.

5. Accounting Requirements

Contractor shall establish an accounting system using generally accepted accounting principles that will provide information for reports to F5CA and which will provide documentation for the fiscal activities of the organization related to this Agreement. The accounting system must include adequate cost accounting

procedures that will provide accurate costing for amendments, and for any other costs incurred which relate to payment claimed by Contractor.

6. Fiscal Audits

F5CA, or any duly authorized representative, shall have access and the right to examine, audit, review, excerpt, and transcribe any books, documents, papers, or records of Contractor which may be related or pertinent to this Agreement. Such material for each year of the Agreement must be retained for a period of three (3) years after the termination of the Agreement or until an audit is completed by F5CA, or their designee, and all questions arising there from are resolved. An exception to the three (3) year requirement is when an Agreement audit is in dispute or litigation. In those instances, the time records are to be retained is extended.

Audits and reviews may be conducted at any time during the performance of the Agreement or during the three (3) years following the completion of the Agreement period. Actual cost incurred by Contractor for expenses should be substantiated with appropriate source documentation. It is Contractor's responsibility to ensure that all expenditures claimed are allowable costs associated in performing the contracted services.

If expenditures are found to be unallowable, Contractor's reimbursements may be recalculated and adjusted accordingly. A misappropriation of funds shall result in a disallowance of costs.

7. Travel Reimbursement

F5CA will reimburse travel in accordance with the California State Department of Human Resources (CalHR) provisions.

An Out-Of-State Travel approval Request Form (02/16) must be submitted to F5CA via fax or e-mail four weeks prior to making travel arrangements. F5CA will respond to the request by either fax or e-mail."

8. AB 1887 Travel Prohibition

In Assembly Bill (AB) 1887, the California Legislature determined that "California must take action to avoid supporting or financing discrimination against lesbian, gay, bisexual, and transgender people." (Government Code (GC) section 11139.8 (a)(5).) To that end, AB 1887 prohibits a state agency, department, board, or commission from requiring any state employees, officers, or members to travel to a state that, after June 26, 2015, has enacted a law that (1) has the effect of voiding or repealing existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression; (2) authorizes or requires

discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression; or (3) creates an exemption to antidiscrimination laws in order to permit discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression. (GC section 11139.8 (b)(1), (2).) In addition, the law prohibits California from approving a request for state-funded or state-sponsored travel to such a state. (GC section 11139.8, subd. (b)(2).)

The travel prohibition applies to state agencies, departments, boards, authorities, and commissions, including an agency, department, board, authority, or commission of the University of California, the Board of Regents of the University of California, and the California State University (GC section 11139.8, subd. (b).)

The law also requires the Attorney General to develop, maintain, and post on his Internet Web site a current list of states that are subject to the travel ban. (GC section 11139.8, subd. (e).) A current list of states subject to the travel ban are located at: <https://oag.ca.gov/ab1887>.

9. Actual and Allowable Costs

Actual costs incurred by Contractor, which are allowable costs, shall be substantiated with appropriate source documentation (e.g., payroll records). Contractor must retain files in Contractor's office headquarters based in California, or at the program service location where services are being provided. All support documentation must be retained for actual expenses incurred in the performance of this Agreement for auditing purposes and for program review, as required in the fiscal audit provision of this Agreement.

Allowable costs for this Agreement shall be limited to those expenditures that are: (1) in conformance with the approved Agreement and (2) for goods and services necessary to the project's operation at the time the costs are incurred. Any expenses not meeting these criteria may be disallowed.

10. Staff Expenses

Salaries of personnel who are providing services for more than one Agreement must be charged to each Agreement on a proportional basis and are only allowable for the time the employee is assigned to this Agreement.

Salaries must be adequately documented by time sheets signed by the employee and the immediate supervisor, payroll register, payroll warrant, employee personnel file and/or general ledger accounts. All reported salary costs shall be based on actual expenditures.

**EXHIBIT C
GENERAL TERMS AND CONDITIONS
(Local Area Agreement)**

1. Amendments

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as an amendment to this Agreement. No oral understanding not incorporated in the Agreement, nor unilateral written communication, is binding on any of the parties.

2. Timeliness

Time is of the essence in this Agreement.

3. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

4. Confidentiality

- A) All data and information related to F5CA operations, which are designated confidential by F5CA or developed by Contractor and deemed confidential by F5CA, shall be properly safeguarded and protected by Contractor from unauthorized use and disclosure. At a minimum, during non-working hours, F5CA paper and or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B) Contractor and his or her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures.
- C) Contractor shall immediately notify F5CA of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Unless F5CA authorizes the disclosure of the information in writing, Contractor shall use every means, to the maximum extent permitted by law and at no cost to F5CA, to protect the information from disclosure.

5. Conflict of Interest

- A) F5CA intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of Contractor or employees, officers, and directors of Contractor. Thus, F5CA reserves the right to determine, at its sole discretion,

whether any information received from any source indicates the existence of a conflict of interest.

- B) If F5CA becomes aware of a known or suspected conflict of interest, Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by F5CA to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by F5CA and cannot be resolved to the satisfaction of F5CA, before or after the award of the Agreement, the conflict will be grounds for termination of the Agreement.

6. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. F5CA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

7. Assignment

This Agreement is not assignable by Contractor, either in whole or in part, without the consent of F5CA in the form of a formal written amendment.

8. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. Indemnification and Hold Harmless Requirement

Neither F5CA nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Contractor under, or in connection with any work, authority, or jurisdiction delegated to Contractor under this Agreement. It is understood and agreed, pursuant to Government Code section 895.4, Contractor shall fully defend, indemnify, and save harmless F5CA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth occurring by reason of anything done or omitted to be done by the Contractor under or in connection with any work, authority, or jurisdiction delegated to Contractor under this Agreement.

10. Lobbying, Political Activities, and Politicians

- A) Contractor shall not use Agreement funds for direct or indirect lobbying.

- (1) Direct lobbying, for the purposes of this Agreement, is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance, or ballot measure through any oral, written, or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of or decision-making regarding that specific piece of legislation, local ordinance, or ballot measure.
 - (2) Indirect lobbying, for the purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance, or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of or decision-making regarding that legislation, local ordinance, or ballot measure.
- B) Contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.
- C) Contractor shall not feature the image or voice of any elected public official or candidate for public office, nor shall Contractor directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

11. News Releases And Publicity

Contractor shall inform F5CA Communications Office (916-263-1050) of any statements made to the news media regarding the operational procedures and status of work related to this Agreement and provide the F5CA Communications Office the opportunity to review and comment on any print or electronic news releases related to this Agreement prior to the release of information to the public.

12. Non-Discrimination Clause

During the performance of this Agreement, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial of family care leave. Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission

implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. Settlement Of Disputes

Contractor shall attempt to resolve program, administrative, or fiscal disputes with the F5CA Project Representative. If the dispute is not resolved, Contractor may appeal the decision. Such an appeal can be made by submitting a written description of the issues and the basis for the dispute to the Chief Deputy Director of F5CA within thirty (30) calendar days of receiving an initial response from the Project Representative.

Within thirty (30) calendar days of receiving Contractor's written dispute, the Chief Deputy Director will review the facts of the dispute, and if deemed necessary, meet with Contractor for purposes of resolving the dispute. The Chief Deputy Director shall make a determination and shall send written notification of the decision to Contractor, together with the reasons for the decision, within sixty (60) calendar days of the receipt of Contractor's notification of the dispute. The decision of the Chief Deputy Director shall be final.

14. Termination For Cause

F5CA may terminate this Agreement and be relieved of any payments should Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, F5CA may proceed with the work in any manner deemed proper by F5CA. All costs to F5CA shall be deducted from any sum due to Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

15. Termination For Convenience

F5CA retains the option to terminate this Agreement without cause at F5CA's convenience, provided that written notice has been delivered to Contractor at least thirty (30) days prior to such termination date. If F5CA terminates this Agreement at its convenience, Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to this Agreement, up to the date when notice of termination is received by Contractor (hereinafter referred to as "the notice date"). In such event, at the request of F5CA, Contractor shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Agreement, whether finished or works in progress on the termination date. Contractor will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the Agreement after the notice date, unless Contractor receives written advance approval from F5CA. Any services

or deliverables for which Contractor is paid which are provided according to the procedures in this paragraph shall become the property of F5CA.

16. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by F5CA, Contractor shall stop work under this Agreement on the date specified in the written notice of termination. Contractor shall do all of the following:

- A) Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated.
- B) Assign to F5CA, effective on the date of termination, in the manner, and to the extent specified by F5CA all of the rights, titles, and interests for Contractor under the orders terminated, in which case F5CA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount paid for such orders.
- C) Settle all outstanding liabilities and all claims arising out of such termination of orders, with the approval of F5CA to the extent F5CA may require. F5CA's approval shall be final for the purposes of this section.
- D) Upon the effective date of termination of the Agreement and the payment by F5CA of all items properly chargeable to F5CA hereunder, Contractor shall transfer, assign, and make available to F5CA all property and materials belonging to F5CA, all rights and claims to any and all reservations, Agreements, and arrangements with owners of media/PR materials, or others, and shall make available to F5CA all written information regarding F5CA's media/PR materials, and no extra compensation is to be paid to Contractor for its services in connection with any such transfer or assignment.
- E) Take such action as may be necessary, or as F5CA may specify, to protect and preserve any property related to this Agreement which is in the possession of Contractor and in which F5CA has or may acquire an interest.

17. Ownership of Products

- A) Notwithstanding whether or not it may be subject of a patent or a copyright and/or whether or not tangible, intangible, or intellectual, all products, deliverables, or any like items (the Property) that are produced, created, developed, or the like, during the term of this Agreement, and exclusively using F5CA funds, shall immediately become the sole and complete property of F5CA upon their creation.

- B) In the event that, during the term of this Agreement, other state or local funds are used in conjunction with funds from this Agreement for the production, creation, development, or the like of the Property, the Property may be considered shared property. Under these circumstances, the parties involved shall immediately determine the extent, if any, of the parties' shared ownership in the Property. This section applies whether or not the Property may be the subject of the patent or a copyright and/or whether or not the Property is tangible, intangible, or intellectual.
- C) F5CA reserves agency approval controls over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, conference, and any reimbursable publicity or educational materials to be made available for distribution.
- D) Contractor shall acknowledge the support of F5CA when publicizing the work under the Agreement in any media.

18. Copyrights and Ownership of Products

- A) F5CA shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all products created, provided, or developed under this Agreement, whether or not published or produced. The copyright to any and all products created, provided, or developed under this Agreement, whether or not published or produced, belongs to F5CA from the moment of creation.
- B) F5CA retains all rights to use, reproduce, distribute, or display any products created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law.
- C) At any time Contractor enters into an Agreement with another party in order to perform the work required under this Agreement, Contractor shall require the Agreement to include language granting F5CA the copyright for any products created, provided, developed, or produced under the Agreement and ownership of any products not fixed in any tangible medium of expression. In addition, Contractor shall require the other party to assign those rights to F5CA in a format prescribed by F5CA. For any products for which the copyright is not granted to F5CA, F5CA shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such products in any manner for governmental purposes and to have or permit others to do so.

- D) All products distributed under the terms of this Agreement and any reproductions of products shall include a notice of copyright in a place that can be visually perceived at the direction of F5CA. This notice shall be placed prominently on products and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©," the year in which the work was created, and "First 5 California."

19. Information Security Incidents

Contractor agrees to notify F5CA in writing via e-mail of any use or disclosure of information not provided for by this Agreement of which it becomes aware within three (3) working days of initial detection. Written reports of information security incidents shall contain information on the incident (e.g., hacking, virus, and theft), description of information that was compromised, and classification of the information (e.g., confidential, sensitive, personal). The system or device affected by an information security incident shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied.

20. Return or Destruction of Data

Contractor agrees to notify F5CA within thirty (30) days of the completion of the purposes specified in this Agreement. Upon such notice, or upon expiration of the Agreement, whichever occurs sooner, F5CA will notify Contractor to either return all data files to F5CA or its designee in an agreed-upon format, or to destroy such data. If F5CA elects to have the data returned, Contractor agrees to return all files in writing within thirty (30) days of receiving notice to that effect. If F5CA elects to have Contractor destroy the data, Contractor agrees to certify the destruction of the files in writing within thirty (30) days of receiving notice to that effect. Contractor agrees that no data obtained or derived pursuant to this Agreement shall be returned when the data files(s) are return or destroyed, unless authorization in writing for the retention of such files(s) has been received from Contractor. Contractor shall ask F5CA for instruction under this Section if instructions have not been received within thirty (30) days after the expiration date. Further, if F5CA elects to have the data returned, Contractor agrees to deliver all documentation explaining the database structure, security provisions, logins, passwords, and relationships to other applications, such as a web server (front-end). The documentation provided shall list all tools necessary to maintain and support information system deliverables provided pursuant to this Agreement. Documentation also shall explain all relationships and logic necessary to recreate the production system in a new environment.

21. Release of Data or Products

Except as specified in this Agreement, Contractor shall not release or disclose any data or products created, produced, or developed pursuant to this Agreement to any person, except to Contractor's personnel, attorneys, prospective vendors,

Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, and distribution of the products. Products include, but are not limited to, drafts or works in progress. Contractor agrees to ensure that any agents to whom it provides the data, agrees to the same restrictions and conditions that apply to Contractor with respect to such information. Contractor shall employ reasonable procedures to protect these products from unauthorized use and disclosure. F5CA retains the right to approve any procedures employed by Contractor to comply with this provision.

22. Certification Clause

The Contractor Certification Clause, Form CCC 307, is hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

23. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

24. Resolution

A county, city, district, or other local public body must provide F5CA with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the Agreement.

25. Human Subjects Protection and Data Security

To meet requirements for human subjects' protection under the state government institutional review board, Contractor shall:

- Follow protocols approved by the state Committee for the Protection of Human Subjects (CPHS) including use of relevant notices or consent forms provided by F5CA for early educators, parents, or other individuals indicated.
- Maintain local data securely by administrative, electronic, or physical safeguards in general accordance with the *CPHS Data Security Requirements* document: <http://www.oshpd.ca.gov/Boards/CPHS/DataSecurityRequirements.pdf>.



DATE: July 1, 2017
PROGRAM: Small Population County Funding Augmentation (SPCFA)
CONTROL NO.: LAA SPCFA 2017-12

LOCAL AREA AGREEMENT FOR FIRST 5 CALIFORNIA FUNDS

This Agreement is entered into between First 5 California (F5CA) and the Contractor named below.

Name of Contractor	First 5 Mono County		
The term of this Agreement is	July 1, 2017	through	June 30, 2021
The maximum amount of this Agreement is	\$1,400,000.00		

The parties agree to comply with the terms and conditions of the following Exhibits and Attachments, which by this reference are made a part of the Agreement.

Exhibit A	Scope of Work	14 pages
Attachment A	SPCFA Disbursement Schedule FY 2017–18 through FY 2020–21	1 page
Attachment B	Small Population County Funding Augmentation (SPCFA) Fiscal Report: Annual Report Web-based Reporting System Application (AR-1, Expenditure Detail)	1 page
Attachment C	SPCFA Local Area Agreement (LAA) Certification Checklist	2 pages
Attachment D	SPCFA FIP Focused Investment Area C, High-Quality Plan (HQP), and HQP UPDATE	2 pages
Attachment E	Explanation of Terms	2 pages
Attachment F	Annual Evaluation Report Checklist	1 page
Exhibit B	Budget Detail and Payment Provisions	3 pages
Exhibit C	General Terms and Conditions	8 pages

In Witness Whereof, this agreement has been executed by the parties identified below.			
STATE OF CALIFORNIA		Contractor	
AGENCY NAME First 5 California		CONTRACTOR NAME First 5 Mono County	
	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Diane Levin, Chief Deputy Director		PRINTED NAME AND TITLE OF PERSON SIGNING Molly DesBaillets, Executive Director	
ADDRESS 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833-4247		ADDRESS 365 Sierra Park Road, Bldg. M. Mammoth Lakes, CA 93546	

First 5 California Office Use Only				
Fund Title	Item	FY	Projected Allocation	Amount Encumbered by this Document
Unallocated	4250-601-0639	17/18	\$350,000.00	
Unallocated	4250-601-0639	18/19	\$350,000.00	
Unallocated	4250-601-0639	19/20	\$350,000.00	
Unallocated	4250-601-0639	20/21	\$350,000.00	Object Code-PCA
AGREEMENT TOTAL			\$1,400,000.00	4250-5432000.926-63902
I CERTIFY upon my own personal knowledge that funds are available in the current budget year for the period and purpose of the expenditure stated above.				
ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	

Any provision of this Agreement found to be in violation of federal and/or state statute or regulation shall be invalid, but such finding shall not affect the remaining provisions of this Agreement.

VENDOR ASSURANCE OF COMPLIANCE WITH
THE Mono COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT First 5 Mono County

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Director's Signature

Address of vendor/recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

STANISLAUS COUNTY CHILDREN & FAMILIES COMMISSION
LONG RANGE FINANCIAL PLAN - FY 2015/2016 through FY 2019/2020

May 19, 2015

	FY 14/15 Budget	FY 14/15 Estimate	FY 15/16 Budget	FY 15/16 Projection	FY 16/17 Projection	FY 17/18 Projection	FY 18/19 Projection	FY 19/20 Projection	FY 20/21 Projection - JCS	FY 21/22 Projection - JCS	FY 22/23 Projection - JCS	FY 23/24 Projection - JCS
1 Beginning Fund Balance	\$ 11,711,750	\$ 11,792,222	\$ 10,602,612	\$ 10,602,612	\$ 9,302,125	\$ 7,852,853	\$ 6,290,791	\$ 4,604,494	\$ 2,794,661	\$ 2,321,261	\$ 2,273,165	\$ 2,227,695
REVENUE												
2 Interest	\$ 152,253	\$ 100,000	\$ 84,821	\$ 84,821	\$ 74,417	\$ 62,823	\$ 50,326	\$ 36,836	\$ 22,357	\$ 18,570	\$ 18,185	\$ 17,822
3 Tobacco Tax (Prop 10)	\$ 5,198,816	\$ 5,200,000	\$ 5,094,712	\$ 5,094,712	\$ 4,996,742	\$ 4,908,843	\$ 4,810,666	\$ 4,714,453	\$ 4,620,164	\$ 4,527,760	\$ 4,437,205	\$ 4,348,461
4 Child Signature Program	\$ 105,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5 SMIF/Misc.	\$ -	\$ 64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6 TOTAL REVENUE	\$ 5,456,069	\$ 5,410,064	\$ 5,179,533	\$ 5,179,533	\$ 5,071,159	\$ 4,971,666	\$ 4,860,992	\$ 4,751,289	\$ 4,642,521	\$ 4,546,331	\$ 4,455,391	\$ 4,366,283
EXPENDITURES												
Program												
7 Contracts/Programs	\$ 6,234,924	\$ 6,021,254	\$ 6,111,202	\$ 5,805,642	\$ 5,805,642	\$ 5,805,642	\$ 5,805,642	\$ 5,805,642	\$ 4,346,331	\$ 3,810,445	\$ 3,702,200	\$ 3,597,202
8 Contract Adjustments (TBD)	\$ 633,500	\$ -	\$ 518,722	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
9 Salaries & Benefits	\$ 151,546	\$ 148,574	\$ 155,639	\$ 155,639	\$ 158,752	\$ 161,927	\$ 165,165	\$ 168,469	\$ 171,838	\$ 175,275	\$ 178,780	\$ 182,356
10 Services & Supplies	\$ 22,321	\$ 23,123	\$ 31,461	\$ 29,888	\$ 30,486	\$ 31,096	\$ 31,718	\$ 32,352	\$ 32,999	\$ 33,659	\$ 34,332	\$ 35,019
11 County Cap Charges	\$ 11,911	\$ 9,484	\$ 7,934	\$ 7,934	\$ 8,093	\$ 8,255	\$ 8,420	\$ 8,588	\$ 8,760	\$ 8,935	\$ 9,114	\$ 9,296
13 Total Expenditures - Program	\$ 7,054,202	\$ 6,202,434	\$ 6,824,959	\$ 6,049,103	\$ 6,052,973	\$ 6,056,919	\$ 6,060,945	\$ 6,065,051	\$ 4,609,928	\$ 4,078,314	\$ 3,974,426	\$ 3,873,873
Evaluation												
14 Salaries & Benefits	\$ 62,802	\$ 18,572	\$ 62,436	\$ 62,436	\$ 63,684	\$ 64,958	\$ 66,257	\$ 67,582	\$ 68,934	\$ 70,313	\$ 71,719	\$ 73,153
15 Services & Supplies	\$ 8,004	\$ 1,883	\$ 9,668	\$ 9,185	\$ 9,369	\$ 9,556	\$ 9,747	\$ 9,942	\$ 10,141	\$ 10,344	\$ 10,551	\$ 10,762
16 County Cap Charges	\$ 4,936	\$ 1,185	\$ 744	\$ 744	\$ 759	\$ 774	\$ 789	\$ 805	\$ 821	\$ 838	\$ 854	\$ 872
17 Total Expenditures - Evaluation	\$ 75,742	\$ 21,640	\$ 72,848	\$ 72,364	\$ 73,812	\$ 75,288	\$ 76,794	\$ 78,329	\$ 79,896	\$ 81,494	\$ 83,124	\$ 84,786
Administration												
18 Salaries & Benefits	\$ 288,804	\$ 297,148	\$ 304,251	\$ 276,874	\$ 310,336	\$ 316,543	\$ 322,874	\$ 329,331	\$ 335,918	\$ 342,636	\$ 349,489	\$ 356,479
19 Services & Supplies	\$ 48,637	\$ 59,486	\$ 69,012	\$ 65,562	\$ 66,873	\$ 68,210	\$ 69,575	\$ 70,966	\$ 72,385	\$ 73,833	\$ 75,310	\$ 76,816
20 County Cap Charges	\$ 22,698	\$ 18,967	\$ 16,116	\$ 16,116	\$ 16,438	\$ 16,767	\$ 17,103	\$ 17,445	\$ 17,793	\$ 18,149	\$ 18,512	\$ 18,883
21 Total Expenditures - Administration	\$ 360,140	\$ 375,600	\$ 389,380	\$ 358,552	\$ 393,648	\$ 401,520	\$ 409,551	\$ 417,742	\$ 426,097	\$ 434,619	\$ 443,311	\$ 452,177
22 Total Expenditures	\$ 7,490,083	\$ 6,599,674	\$ 7,287,186	\$ 6,480,020	\$ 6,520,432	\$ 6,533,727	\$ 6,547,289	\$ 6,561,122	\$ 5,115,921	\$ 4,594,427	\$ 4,500,861	\$ 4,410,836
23 NET INCREASE (DECREASE) TO FUND BALANCE	\$ (2,034,015)	\$ (1,189,610)	\$ (2,107,653)	\$ (1,300,487)	\$ (1,449,273)	\$ (1,562,062)	\$ (1,686,297)	\$ (1,809,833)	\$ (473,400)	\$ (48,096)	\$ (45,471)	\$ (44,554)
24 ENDING FUND BALANCE	\$ 9,677,735	\$ 10,602,612	\$ 8,494,959	\$ 9,302,125	\$ 7,852,853	\$ 6,290,791	\$ 4,604,494	\$ 2,794,661	\$ 2,321,261	\$ 2,273,165	\$ 2,227,695	\$ 2,183,141
Reserve Minimum									\$ 2,321,261	\$ 2,273,165	\$ 2,227,695	\$ 2,183,141

Long Term Financial Planning

5-Year Projections - General Fund	2015/16	2016/17	2017/18	2018/19	2019/20
<i>Beginning Fund Balance</i>	78,067,528	67,817,733	56,911,650	45,372,714	35,745,151
Revenue*					
Annual Disbursement	20,435,778	19,822,705	19,228,024	18,651,183	18,091,647
Other Revenues	6,950	6,950	6,950	6,000	6,000
Subtotal Revenue	20,442,728	19,829,655	19,234,974	18,657,183	18,097,647
Interest Earnings	283,074	237,362	199,191	158,804	125,108
Total Revenue	20,725,802	20,067,017	19,434,164	18,815,987	18,222,755
Expenses					
Program Strategic Priority Area (SPA)					
Subtotal for Direct Services	27,000,000	27,000,000	27,000,000	25,000,000	25,000,000
Program Services Support	979,953	979,953	979,953	705,000	705,000
Community Engagement Support	435,735	435,735	435,735	390,000	390,000
Operations	2,559,909	2,557,412	2,557,412	2,348,550	2,348,550
Subtotal Supportive Expenses	3,975,597	3,973,100	3,973,100	3,443,550	3,443,550
Total Expenses	30,975,597	30,973,100	30,973,100	28,443,550	28,443,550
<i>Excess of Revenues over (under) Expenses</i>	(10,249,795)	(10,906,083)	(11,538,936)	(9,627,563)	(10,220,795)
<i>Ending Fund Balance</i>	67,817,733	56,911,650	45,372,714	35,745,151	25,524,357

Notes:



MULTI-YEAR FINANCIAL PLAN

	HISTORY 2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Revenues						
F5 CA Small County Augmentation ⁽¹⁾	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000
State Interest	\$ 34	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50
CARES Plus Match	\$ 16,246	\$ 20,000	\$ -	\$ -	\$ -	\$ -
Interest Earnings ⁽²⁾	\$ 2,126	\$ 2,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Other Income (Tuition, Fundraisers, etc)	\$ 1,918	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Total Revenues	\$ 345,324	\$ 347,550	\$ 328,050	\$ 328,050	\$ 328,050	\$ 328,050
Expenses						
F5 Salaries/Benefits ⁽³⁾	\$ 65,006	\$ 62,325	\$ 62,325	\$ 62,500	\$ 62,500	\$ 62,750
F5 Professional Services	\$ 17,740	\$ 17,500	\$ 17,500	\$ 18,500	\$ 18,500	\$ 18,500
F5 Operating Expenses	\$ 39,234	\$ 36,720	\$ 37,000	\$ 37,500	\$ 37,500	\$ 37,500
Grants	\$ 83,528	\$ 69,382	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Preschool Operations	\$ 152,231	\$ 149,040	\$ 148,000	\$ 148,000	\$ 148,000	\$ 148,000
Total Expenses	\$ 357,739	\$ 334,967	\$ 324,825	\$ 326,500	\$ 326,500	\$ 326,750

Fund Balance						
Beginning Reserve Balance	\$ 404,856	\$ 392,441	\$ 405,024	\$ 408,249	\$ 409,799	\$ 411,349
Additions to/(Withdrawals from) Reserve	\$ (12,415)	\$ 12,583	\$ 3,225	\$ 1,550	\$ 1,550	\$ 1,300
Ending Reserve Balance	\$ 392,441	\$ 405,024	\$ 408,249	\$ 409,799	\$ 411,349	\$ 412,649

Note 1: The Small County Augmentation was voted upon by First Five California in late April 2014. They provided the revenue estimates for the Rural/Small County Augmentation amounts.

Note 2: Interest is estimated at approximately .78% annually on gross revenues (based on actuals for 2014/15). However, if revenues decline, the interest earnings may also decline more than estimated.

Note 3: This forecast does not take into consideration any increase in salary for the Director after 2014/15. The increasing costs in future years are reflective of anticipated rising insurance and other benefit costs.

Mono County Children and Families Commission FY 2016-17 Revenue Stream Report

based on June 2017 projections

Program	Program Budget	Program Revenue	Small Population County Funding Augmentation	Core Revenue	Fund Balance & Interest
Home Visiting: (WB!; B/F Promotion; CAPIT Grant)	148,168	30,000	118,168	-	-
School Readiness: ESUSD;MUSD;RAR;F5M Coordination	85,350	2,049	83,301	-	-
Peapod Program (Partnership of F5M & Mono Beh. Health)	35,000	35,000	-	-	-
Child Care Quality: IMPACT	71,312	57,145	-	14,167	-
Child Care Quality: IMPACT Hub	42,414	42,414	-	-	-
Community Development Block Grant	233,989	233,989	-	-	-
Oral Health Services	5,546	-	-	5,546	-
Safe Kids Partners	7,000	-	7,000	-	-
Evaluation/Assessments to identify gaps in services	1,319	-	-	1,319	-
<i>Commission Operations/Support -- Administration</i>	<i>70,374</i>	-	-		-
<i>Commission Operations/Support -- Program</i>	<i>35,187</i>	-	-		-
<i>Commission Operations/Support -- Evaluation</i>	<i>11,729</i>	-	-		-
Commission Operations/Support -- Total	117,290	-	41,910	66,476	8,904
Misc. Program Exp. including County Counsel, & Audit	12,113	-	-	12,113	-
Total Expenditures	759,501	400,597	250,379	99,621	8,904

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputies
Jason Canger
Anne M. Larsen

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Molly Desbaillets

From: Christian Milovich

Date: September 13, 2017

Re: Mono County Children and Families Commission

You have asked this office to describe the relationship between the Mono County Children and Families Commission (the "Commission") and the County of Mono (the "County") and the relationship between the Commission and the Mono County Superintendent of Schools, dba Mono County Office of Education (the "MCOE").

The Commission and the County

Proposition 10 (the California Children and Families First Initiative) was passed by California voters in November 1998. The Proposition imposed a state surtax on tobacco products, the proceeds of which were to be shared with those counties electing to participate in the California Children and Families First Program established by the Proposition.

In order to participate in this program, the Mono County Board of Supervisors established a local children and families first trust fund and adopted Ordinance No. 99-03 (attached herein as Exhibit 1), which established a county children and families first commission in accordance with the requirements of the California Children and Families First Act of 1998 (Health and Safety Code section 130100 et seq.).

Subsequently, in 2001, and pursuant to changes in state law, the Mono County Board of Supervisors adopted Ordinance No. 01-03 (attached herein as Exhibit 2), changing the name of the Mono County Children and Families First Commission and of the Mono County Children and Families First Trust Fund to the Mono County Children and Families Commission and the Mono County Children and Families Trust Fund, respectively.

Pursuant to California Health and Safety Code section 130140.1, counties have the option of establishing a children and families first commission that is either a legal

public entity separate from the county *or* an agency of the county with independent authority over certain actions. Though it is not explicitly stated in Ordinance Nos. 99-03 or 01-03, it has long been established and understood that the Commission was created as an agency of the County with independent authority over the strategic plan and the local trust fund (see Health & Safety Code sections 130140 and 130105(d)(2)(A), respectively) as well as over other certain operational functions, and not as a legal public entity separate from the County.

The Commission and the MCOE

Among the operational functions over which the Commission exercises some independent authority and discretion is the power to employ personnel. In 2003, the Commission entered into an agreement (the "Agreement") with the MCOE for administrative support services (a copy of the Agreement is attached herein as Exhibit 3). Included in the terms and conditions of this Agreement are the following provisions:

- MCOE shall furnish to the Commission certain administrative support services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
- **All persons employed in the performance of services for the Commission under this Agreement shall be MCOE employees.** MCOE shall solicit the advice and consent of the Commission in selecting the particular MCOE employee(s) who will provide Executive Director services under this Agreement, **but MCOE retains the right to hire, fire, and discipline any MCOE employee providing services under this Agreement.** If the Commission is unsatisfied with the performance of any MCOE employee who provides services under this Agreement, the Commission shall promptly notify MCOE and request that MCOE consider taking any appropriate personnel action.

On its face, the intended meaning of this language is that MCOE will exercise complete control over the hiring, firing and disciplining of any person, including the Executive Director, who performs services for the Commission under the Agreement and, likewise, any person, including the Executive Director, who performs services for the Commission under the Agreement shall be considered an employee of MCOE.

While the Commission is instructed to notify the MCOE with concerns relating to any employee and the Commission's "advice and consent" will be sought in the selection of MCOE employees who provide services under the Agreement, the Commission does not exercise authority over the general personnel management and administration of what are explicitly considered MCOE employees under the Agreement.



ORDINANCE NO. 99-03

AN ORDINANCE OF THE MONO COUNTY BOARD
OF SUPERVISORS ADDING CHAPTER 7.90 TO THE MONO
COUNTY CODE PERTAINING TO THE MONO COUNTY
CHILDREN AND FAMILIES FIRST COMMISSION
AND TRUST FUND

WHEREAS, the voters of this state approved Proposition 10, entitled the "California Children and Families First Initiative," at the November 3, 1998 election; and

WHEREAS, Proposition 10 imposed a state surtax on tobacco products, the proceeds of which are to be shared with those counties electing to participate in the California Children and Families First Program established by the Proposition; and

WHEREAS, in order to participate in the California Children and Families First Program, the Board of Supervisors must first establish a local children and families first trust fund, adopt an ordinance establishing a county children and families first commission in accordance with the requirements of the California Children and Families First Act of 1998 (Health and Safety Code section 130100 et seq.), and appoint the members of said commission; and

WHEREAS, the Board of Supervisors wishes to adopt the necessary ordinance establishing a county commission and trust fund in order for Mono County to participate in the California Children and Families First Program.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS as follows:

SECTION ONE: That Chapter 7.90 is hereby added to the Mono County Code and will read as follows:

"Chapter 7.90

MONO COUNTY CHILDREN AND
FAMILIES FIRST COMMISSION
AND TRUST FUND

Sections:

7.90.010	Definitions.
7.90.020	Election to participate; purpose of this chapter.
7.90.030	Commission established.
7.90.040	Trust fund established.
7.90.050	Commission membership and composition.
7.90.060	Commission terms of office.
7.90.070	Vacancies and removal.
7.90.080	Quorum and voting.
7.90.090	Compensation; reimbursement of expenses.
7.90.100	Chairperson; vice-chairperson; secretary; procedural rules.
7.90.110	Required duties.

1
2 **Section 7.90.010 Definitions.**

3 "Act" means the California Children and Families First Act of 1998 (California
4 Health and Safety Code section 130100 et seq.).

5 "Commission" means the Mono County Children and Families First
6 Commission established by this Chapter.

7 "County strategic plan" means the plan adopted by the Commission in
8 accordance with the Act.

9 "Program" means the California Children and Families First Program
10 established by the Act.

11 "State commission" means the California Children and Families First
12 Commission established in accordance with Section 130110 of the California
13 Health and Safety Code.

14 "Trust Fund" means the Mono County Children and Families First Trust Fund
15 established by this Chapter.

16 Any other terms used in this Chapter shall have the meanings attributed to them
17 under the Act.

18 **Section 7.90.020 Election to participate; purpose of this chapter.**

19 Mono County hereby elects to participate in the California Children
20 and Families First Program. The purpose of this Chapter is to satisfy and
21 implement the requirements of the California Children and Families First
22 Act of 1998 so that Mono County may participate in the Program.

23 **Section 7.90.030 Commission established.**

24 Pursuant to Section 130140 of the California Health and Safety
25 Code, there is hereby established a Mono County Children and Families
26 First Commission, which shall have all the powers and duties imposed on
27 county children and families first commissions by the California Children
28 and Families First Act of 1998 (California Health and Safety Code section
29 130100 et seq.) and any other applicable laws or regulations.

30 **Section 7.90.040 Trust fund established.**

31 There is hereby established a Mono County Children and Families
32 First Trust Fund, into which shall be deposited the moneys allocated and
33 appropriated to the Commission under Section 130105 of the California
34 Health and Safety Code. The Trust Fund shall be administered by the
35 Commission. Moneys in the Trust Fund shall be expended by the
36 Commission only for the purposes authorized by the California Children
37 and Families First Act of 1998 and in accordance with the county strategic
38 plan approved by the Commission.

1
2
3
4
5
6
7
3
9
0
.
2
.

3
4
5
6
7
8
9
10

11

12
13
14
15
16
17

18

19

- 20
21
22
23

24

25

26

27

28

1
2 that item. Members abstaining from any vote shall be deemed to have
3 consented to the will of the voting members.

4 **Section 7.90.090 Compensation; reimbursement of expenses.**

5 As required by the Act, members of the Commission shall not be
6 compensated for their services, except they shall be paid reasonable per diem
7 and reimbursement of reasonable expenses for attending meetings and
8 discharging other responsibilities as authorized by the Commission.

9 **Section 7.90.100 Chairperson; vice-chairperson; secretary; procedural rules.**

10 The members of the Commission shall annually elect a chairperson
11 and vice-chairperson, who shall each serve for a term of one year. The
12 chairperson shall run Commission meetings, including conducting
13 Commission public hearings. The vice-chairperson shall perform the
14 duties of the chairperson in the chairperson's absence. To the extent it
15 deems necessary, the Commission may also elect one of its members to
16 serve as secretary for the Commission. The secretary or his or her
17 designee shall be responsible for the preparation, posting and/or
18 publishing of agendas, notices, and minutes relating to Commission
19 meetings, and for carrying out such other secretarial duties as may be
20 assigned by the Commission. The Commission may also adopt such
21 procedural rules as it deems necessary to conduct its business, provided
22 such rules are not inconsistent with this Chapter, the California Children
23 and Families First Act of 1998, or other applicable laws or regulations.

24 **Section 7.90.110 Required duties.**

25 In addition to any other duties imposed by this Chapter or any
26 other applicable law or regulations, the Commission shall perform all of
27 the following specific duties in accordance with the California Children
28 and Families First Act of 1998:

- 1) Adopt an adequate and complete county strategic plan for the support and improvement of early childhood development within the county;
- 2) Periodically review, on at least an annual basis, its county strategic plan and revise the plan as may be necessary or appropriate;
- 3) Conduct at least one public hearing on its proposed county strategic plan before the plan is adopted;
- 4) Conduct at least one public hearing on its periodic review of the county strategic plan before any revisions to the plan are adopted;
- 5) Submit its adopted county strategic plan, and any subsequent revisions thereto, to the state commission;
- 6) Prepare and adopt an annual audit and report pursuant to Section 130150 of the California Health and Safety Code.

- 1
- 2 7) Conduct at least one public hearing prior to adopting any annual audit
- 3 and report.
- 4 8) Conduct at least one public hearing on each annual report by the state
- 5 commission prepared pursuant to subdivision (b) of Section 130150 of the
- 6 California Health and Safety Code.
- 7 9) Establish one or more advisory commissions to provide technical and
- 8 professional expertise and support for any purposes that will be beneficial
- 9 in accomplishing the purposes of the California Children and Families
- 10 First Act of 1998."

11 **SECTION TWO:** This ordinance shall become effective 30 days from the date of

12 its adoption and final passage, which appears immediately below. The Clerk of the

13 Board of Supervisors shall post this ordinance and also publish the ordinance or a

14 summary thereof in the manner prescribed by Government Code section 25124 no later

15 than 15 days after the date of this ordinance's adoption and final passage. If the Clerk

16 fails to so publish this ordinance or a summary thereof within said 15 day-period, then

17 the ordinance shall not take effect until 30 days after the date of publication.

18 **PASSED, APPROVED and ADOPTED** this 16th day of March, 1999, by the

19 following vote, to wit:

20 **AYES:** Supervisors Farnetti, Hunt, Inwood and Ronci.

21 **NOES:** None.

22 **ABSENT:** Supervisor Rowan.

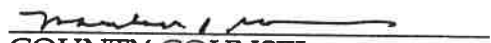
23 **ABSTAIN:** None.

24 
EDWARD J. INWOOD, Chair
Mono County Board of Supervisors

25 **ATTEST:**

26 **APPROVED AS TO FORM:**

27 
NANCY WELLS, Clerk of the Board

28 
COUNTY COUNSEL


29 The foregoing instrument is a full, true and correct copy of

30 this original on file in this office.

31 Attest July 31, 2000

32 RENN NOBLES, Clerk of the Board of Supervisors

33 in and for the County of Mono, State of California

34 
Signature



ORDINANCE NO. ORD01-03

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS AMENDING
CHAPTER 7.90 OF THE MONO COUNTY CODE
TO CHANGE THE NAME OF THE MONO COUNTY
CHILDREN AND FAMILIES FIRST COMMISSION AND
TRUST FUND TO THE MONO COUNTY CHILDREN AND
FAMILIES COMMISSION AND TRUST FUND**

WHEREAS, by Ordinance numbered 99-03, Mono County adopted Chapter 7.90 of the Mono County Code entitled "Mono County Children and Families First Commission and Trust Fund," in accordance with the then-existing requirements of the California Children and Families First Act of 1998 (Health and Safety Code sections 130100 et seq.); and

WHEREAS, by that adoption, Mono County created the Mono County Children and Families First Commission and the Mono County Children and Families First Trust Fund and provided for their operation; and

WHEREAS, since Mono County's adoption of Chapter 7.90 in March of 1999, the State has changed the name of the Act to the California Children and Families Program and has changed the name of the state agency implementing the program to the California Children and Families Commission; and

WHEREAS, the amended Act now refers to County commissions implementing the program as "County Children and Families Commissions" and refers to the trust funds established under the Act as "Children and Families Trust Fund[s]"; and

WHEREAS, in order to remain consistent with state law, the name of the Mono County Children and Families First Commission and of the Mono County Children and Families First Trust Fund should be changed to the Mono County Children and Families Commission and the Mono County Children and Families Trust Fund.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS that Chapter 7.90 of the Mono County Code be amended as follows:

SECTION ONE: That the name "Mono County Children and Families First Commission" as it appears throughout Chapter 7.90 of the Mono County Code, shall be amended to read "Mono County Children and Families Commission."

SECTION TWO: That the name "Mono County Children and Families First Trust Fund" as it appears throughout Chapter 7.90 of the Mono County Code, shall be amended to read "Mono County Children and Families Trust Fund."


SECTION THREE: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance or a

1 summary thereof in the manner prescribed by Government Code section 25124 no later
2 than 15 days after the date of this ordinance's adoption and final passage. If the Clerk
3 fails to so publish this ordinance or a summary thereof within said 15 day-period, then
4 the ordinance shall not take effect until 30 days after the date of publication.

5 **PASSED, APPROVED and ADOPTED** this 3rd day of April, 2001, by the following
6 vote, to wit:

7 AYES: Supervisors Cecil, Farnetti, Pipersky and Ronci
8 NOES: NONE
9 ABSENT: Supervisor Hunt
10 ABSTAIN: NONE

11 
12 BYNG HUNT, Chair
13 Mono County Board of Supervisors

14 
15 ATTEST:
16 RENN NOLAN, Clerk of the Board

17 APPROVED AS TO FORM:

18 
19 COUNTY COUNSEL

**AGREEMENT BETWEEN THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND THE
MONO COUNTY SUPERINTENDENT
OF SCHOOLS (dba MONO COUNTY OFFICE OF EDUCATION) FOR THE PROVISION OF
ADMINISTRATIVE SUPPORT SERVICES**

This Agreement is entered into by and between the Mono County Children and Families Commission (hereinafter referred to as "the Commission") and the Mono County Superintendent of Schools, doing business as the Mono County Office of Education (hereinafter referred to as MCOE").

TERMS AND CONDITIONS

1. SCOPE OF WORK

MCOE shall furnish to the Commission certain administrative support services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.

Services and work provided by MCOE under this Agreement will be performed in a timely and competent manner consistent with the reasonable expectations of the Commission and any applicable requirements and standards established by applicable federal, state, and local laws, ordinances, and resolutions.

To facilitate the performance of services under this Agreement, it is agreed that MCOE shall have full cooperation and assistance from the Commission and its Governing Board.

All persons employed in the performance of services for the Commission under this Agreement shall be MCOE employees. MCOE shall solicit the advice and consent of the Commission in selecting the particular MCOE employee(s) who will provide Executive Director services under this Agreement, but MCOE retains the right to hire, fire, and discipline any MCOE employee providing services under this Agreement. If the Commission is unsatisfied with the performance of any MCOE employee who provides services under this Agreement, the Commission shall promptly notify MCOE and request that MCOE consider taking any appropriate personnel action.

It is also understood that the Commission reserves the right to contract with other person(s), both public and private, individual and corporate, for services not provided pursuant to this Agreement.

2. TERM.

The initial term of this Agreement shall be July 1, 2003, through June 30, 2004, regardless of when this Agreement is actually signed by the parties. The Agreement shall renew automatically and continue in effect from year to year thereafter until terminated by either party in accordance with paragraph 13.

3. CONSIDERATION.

A. Compensation. Compensation for the services of MCOE during each year of this Agreement shall be based on MCOE's estimated annual costs of providing such services. Total compensation for each fiscal year shall be payable by the Commission to MCOE in quarterly installments. Compensation for fiscal year 2003-2004 shall be \$176,475.00. On or about June 15th preceding each subsequent fiscal year, MCOE shall provide the Commission with a good faith estimate and budget of anticipated costs for that coming fiscal year. The Commission and MCOE may discuss and mutually revise the estimate and budget based on the Commission's needs. The estimate and budget mutually agreed to by the Commission and MCOE shall determine the compensation to be paid during that fiscal year. If a mutual agreement regarding the amount of compensation for a fiscal year is not reached between the Commission and MCOE by July 30th of that year, then this Agreement shall terminate automatically as of August 30th of that year (or such other date as may be mutually agreed upon by the parties), and the Commission shall then compensate MCOE for services rendered from July 1st through the date of termination, based on the MCOE's direct and actual costs of providing such services.

B. Travel and Per Diem. Except to the extent they are expressly included in the annual budget, MCOE will be not paid or reimbursed for travel expenses or per diem which MCOE incurs in providing services and work under this Agreement.

C. No Additional Consideration. The Commission shall have no responsibility for the direct payment of any salaries, wages or other compensation to any MCOE personnel performing services for the Commission pursuant to this Agreement, or any liability other than that provided for in this Agreement. The Commission shall not be liable to compensation or indemnity to any MCOE employee for injury of sickness arising out of his/her employment.

4. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, the Commission, or municipal governments, for MCOE and its personnel to provide the services and work described in Attachment A must be procured by MCOE and be valid at the time MCOE enters into this Agreement. Further, during the term of this Agreement, MCOE 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 MCOE at no expense to the Commission. MCOE will provide the Commission, at the Commission's request, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between MCOE and the Commission as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, the Commission reserves the right to make such determinations for purposes of this Agreement.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The Commission and MCOE shall annually decide as part of the annual budget process for services under this Agreement which party will provide such office space, supplies, equipment, vehicles, reference materials, support services and/or telephone service as are necessary for MCOE to provide the services identified in the Scope of Work (Attachment A).

6. COMMISSION PROPERTY.

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

B. Products of MCOE'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, MCOE'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, MCOE will convey possession and title to all such properties to the Commission.

7. WORKERS' COMPENSATION.

MCOE 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.

8. STATUS OF MCOE.

EXHIBIT 3

All acts of MCOE, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as employees of the Commission. MCOE, 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, except as expressly provided by law or set forth in Attachment A or otherwise conferred by the Commission. It is understood by both MCOE and the 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. MCOE shall determine the method, details, and means of performing the work and services to be provided by MCOE under this Agreement.

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

C. MCOE, 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 as employees of the Commission.

9. DEFENSE AND INDEMNIFICATION.

MCOE shall defend, indemnify, and hold harmless the Commission, its 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 MCOE, or MCOE's agents, officers, or employees. MCOE's obligation to defend, indemnify, and hold the Commission, its 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. MCOE'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 MCOE, 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.

MCOE's obligation to defend, indemnify, and hold the Commission, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any policy of insurance.

10. CONFLICTS.

MCOE agrees that personnel rendering services under this Agreement shall have no financial interest, and shall not acquire any financial interest, direct or indirect, that would substantially conflict with the performance of the work and services under this Agreement. MCOE agrees that its employees providing services under this Agreement will complete and file a Statement of Economic Interests (FPPC Form 700), if required by the Commission or applicable state law.

11. 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, the Commission has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying MCOE 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 12.

EXHIBIT 3

12. 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.

13. TERMINATION.

This Agreement may be terminated for cause, including any breach or default, with five (5) days notice to the other party. In addition, either party may terminate this Agreement without cause by providing the other party with written notice of termination (non-renewal) prior to May 30th of any fiscal year, which termination shall be effective as of June 30th. This Agreement may also be terminated by the Commission due to loss of funds, as specified by Section 11. Finally, this Agreement shall terminate automatically pursuant to Section 3(A) of this Agreement in the event the parties are unable to agree upon compensation for any fiscal year.

14. 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 Commission or MCOE 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:

The Mono County Children & Families Commission
Attn: Commission Chair
P.O. Box 130
Mammoth Lakes, California 93546

Richard McAteer
Mono County Superintendent of Schools
Mono County Office of Education
P.O. Box 477
Bridgeport, CA 93517-0477

15. 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 the same be in writing executed by the parties hereto.

16. REPRESENTATION BY COUNSEL.

The parties hereto acknowledge that they have had the opportunity to be represented by separate legal counsel of their own choice with respect to the negotiation and preparation of this Agreement, and that they are fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party. The County Counsel's Office has disclosed to the parties that it has a pre-existing attorney-client relationship with each of them (the Commission and MCOE). Knowing that, the parties nevertheless give their informed written consent to the County Counsel office representing both parties to this transaction, including drafting this Agreement. The parties knowingly and voluntarily waive any actual or potential conflict associated with such dual representation. The parties understand that in the event of a future dispute between them arising out of

EXHIBIT 3

this transaction and Agreement, the County Counsel's Office may be disqualified from representing both parties.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

MONO COUNTY SUPERINTENDENT
OF SCHOOLS

MONO COUNTY CHILDREN AND
FAMILIES COMMISSION

By: _____
Richard McAteer

By: _____, Chair

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Counsel's Office on behalf of
the Superintendent

County Counsel's Office on behalf of
the Commission

EXHIBIT 3

ATTACHMENT A

AGREEMENT BETWEEN THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND THE MONO COUNTY SUPERINTENDENT OF SCHOOLS (dba MONO COUNTY OFFICE OF EDUCATION) FOR THE PROVISION OF ADMINISTRATIVE SUPPORT SERVICES

SCOPE OF WORK

MCOE shall provide administrative support services, including Executive Director services (as described more fully below) on a 0.8 Full Time Equivalent (FTE) basis and secretarial support on a 0.5 FTE basis. These services generally include: Commission operations and support, planning, and fund allocation; contract management, including management of State Commission grants to the local Commission and Commission grants to other parties; fiscal management, including management of miscellaneous administrative expenses that are contracted out by the Commission, such as legal counsel, insurance, auditing, and translation; program development and evaluation; public and provider relations; collaboration and integration of services; state-level involvement and advocacy; legal requirements tracking and compliance; and implementing Commission programs locally, including but not limited to the School Readiness Initiative/Partnership, as described more fully in the Memorandum of Understanding dated June 1, 2003, between the Commission, MCOE, and other parties, which is incorporated herein by this reference as though fully set forth.

SUMMARY OF EXECUTIVE DIRECTOR SERVICES

The Executive Director will be responsible for planning, developing, organizing, coordinating and implementing the Commission's efforts to improve early childhood development from the prenatal stage to age five and promoting strong families, according to the provisions of the California Children and Families First Act of 1998, with emphasis on fulfilling the vision of the Commission.

The Executive Director will serve as a resource, administrator, coordinator, planner and advisor to the Commission with the goal of providing successful outcomes for children and families.

The responsibilities of the Executive Director include, but are not limited to:

Commission Operations Support. Work with the Commission to fulfill the responsibilities outlined in the Children and Families First Act and the Commission's bylaws in a responsive, respectful and creative manner. This set of responsibilities includes:

- With the Commission chair, plan and set the agenda for Commission meetings.
- Oversee management and supervision of Commission office and staff, and participate in the selection of staff as applicable.
- Develop and carry out plans for providing timely and responsive training, technical assistance and consultation to members of the Commission and any committees established by the Commission.
- Promote timely and effective communications between the Commission, the Executive Director, and other staff.

Planning. An integral component of the Children and Families First Act of 1998 is the development and annual update of the Commission-wide strategic plan for early childhood development. Specific duties in

EXHIBIT 3

this area include:

- In coordination with the Commission, complete the strategic plan and/or employ independent Contractors, as appropriate, to complete specific tasks such as updating the community assessment of needs and resources and writing elements of the strategic plan.
- Facilitate research and development activities specified in the Act, utilizing local expertise, to review, assess and interpret pertinent research, promising practices, and programs with demonstrated successful outcomes for young children and their families.

Fund Allocation and Contract Management. The Commission is responsible for decision-making regarding the allocation of funds accumulated in the County Children and Families Trust Fund, and requires significant staff support to guide the fund allocation process. Once the Commission approves grants and contracts, they must be administered to ensure strict accountability over the use of funds and ensure compliance with contract provisions. Duties included here:

- In coordination with the Commission, develop a documented process and timetable for making funding decisions on programs and services outlined in the strategic plan.
- Develop Requests for Proposals, Requests for Applications and/or other suitable instruments that are needed to implement the fund allocation process.
- Assist the Commission with carrying out the fund allocation process through issuing RFPs/RFAs, providing information and technical assistance to potential bidders, receiving and managing proposals and applications, coordinating the proposal review process, and otherwise supporting the funding process.
- Ensure that contracts complying with The Commission requirements are established with each organization that is awarded funding by the Commission.
- Follow up on each contract during the term specified in the contract to verify that the Contractor is complying with the terms of the agreement.

Fiscal Management. Provide overall tracking and management of funds in the County's Children and Families Trust Fund, consisting of:

- Work with the Commission to develop an annual budget, and administer the budget according to the guidelines established by the Commission.
- Investigate and make the Commission aware of opportunities to blend or leverage funds in order to maximize the amount of funding available to the Commission for uses that are contained in the strategic plan.
- Prepare applications for public and private funds that will further extend the County-wide program of early childhood development.
- Maintain accurate and appropriate records regarding income, expenditures, and the balance of the Trust Fund and other resources available to the Commission.

Program Evaluation. The Children and Families First Act contains provisions requiring the Commission to define and report measurable outcomes of its programs, services, and projects using appropriate reliable indicators. Specific duties of the Executive Director supporting this objective are:

EXHIBIT 3

- In coordination with the Commission, develop a methodology for evaluating progress, results and achievements associated with each of the goals and objectives defined in the Commission strategic plan as well as criteria for evaluating the performance of each individual program, service and project funded by the Commission.
- Facilitate the development and/or acquisition of data collection instruments, information systems and other tools necessary to implement the Commission's evaluation methodology.
- Oversee the implementation of the evaluation process and generation of timely, reliable periodic reports that show the outcomes being achieved for young children and families along with the performance of individual contracts.

Public and Provider Relations. These responsibilities include:

- Oversee the development and maintenance of an outstanding communication system that facilitates information sharing and networking between the Commission, the general public, and with consumers and providers of early childhood development services.
- Oversee the development of publications, media presentation and outreach materials that promote optimal early childhood development and maintain a high level of visibility for the work of the Commission.
- Collaboration and integration of services. Provide leadership within the community to promote coordinated planning, service delivery, information sharing, and other initiatives with and among providers of early childhood development and family support services.

State-Level Involvement and Advocacy. Responsibilities in the area of state-level involvement and advocacy include:

- Provide vision, presence and leadership to promote the goals of the California Children and Families Act throughout the state.
- Represent the Commission as requested and required at the Commission and state wide meetings, forums and hearings, using such opportunities to represent the Commission's goals, programs and philosophies.

Legal Requirements Tracking and Compliance. The Commission is subject to the provisions of state statutes and local ordinances, and relies on the Executive Director to ensure that all such legal provisions are complied with. These responsibilities include:

- Ensure that all meetings involving members of the Commission are publicly noticed and otherwise conform to the requirements of the Ralph M. Brown Act, as appropriate.
- Facilitate the conduct of an annual audit and development of an annual report in compliance with state statutes and guidelines from the California Children and Families Commission.
- Track changes in state and local laws and regulations affecting the Commission and work with the Commission to ensure that all applicable laws and regulations are complied with.

	17-18 Current Budget	17-18 Proposed Budget	Change
Ordinary Income/Expense			
Income			
Prop 10 Tax Revenue	92,333	85,586	-6,747
Small County Augmentation	257,667	264,414	6,747
SMIF (Surplus Money Inv Fund)	34	51	17
CAPIT & CBCAP (Home Visiting)	33,000	33,000	
IMPACT	68,788	68,788	
Region 6 T&TA Hub	122,663	126,387	3,724
CDE Certification Grant		6,285	6,285
CDBG Administration	9,887	6,921	-2,966
CDBG	205,859	262,478	56,619
Peapod Program (Prop 63 Funds)	40,000	40,000	
Raising A Reader	2,170	2,170	
Misc Inc	140	140	
Interest on F5 Mono Fund Bal	6,259	8,567	2,308
Total Income	838,800	904,787	65,987
Expense			
Home Visiting (Resource 9037)			
Director Salary	3,532	15,501	11,969
Director Benefits	1,849	911	-938
Home Visitors Salary	92,000	92,000	
Home Visitors Benefits	11,000	11,000	
Admin Assistant Salary	7,315	7,325	10
Admin Assistant Benefits	1,250	1,374	124
Office Supplies	1,555	1,555	
Postage	200	200	
Counseling	1,000	1,000	
Training & Travel	15,100	15,100	
Educational Support Materials	2,200	2,200	
MCOE Indirect	13,200	14,341	1,141
Total Home Visiting	150,201	162,507	12,306
Lactation/Childbirth	1,000	1,000	
Total Home Visiting (Resource 9037)	151,201	163,507	12,306
School Readiness			
Director Salary	6,920	6,672	-248
Director Benefits	3,610	3,490	-120
Admin Assistant Salary	7,315	7,325	10
Admin Assistant Benefits	1,255	1,374	119
Office Supplies/Postage	1,000	1,000	
Motorpool	300	300	
MCOE Indirect	1,940	1,886	-54
Preschool to K Transition	3,700	3,700	
Promotional Messaging	700	700	
Early Literacy	3,000	3,000	

Footsteps2Brilliance	10,000	10,000	
ESUSD Transition to School	8,675	8,675	
MUSD Transition to School	10,000	10,000	
Preschool Support	4,000	4,000	
Raising A Reader Mo Co Library			
Story Time			
Leader Salary	1,559	1,559	
Leader Benefits	232	232	
Supplies	200	200	
MCOE Indirect	179	179	
Total Story Time	2,170	2,170	
Raising A Reader Mo Co Library - Other	35,830	38,000	2,170
Total Raising A Reader Mo Co Library	38,000	40,170	2,170
Total School Readiness	100,415	102,292	1,877
Peapod (Resource 9039)			
Director Salary	1,537	1,483	-54
Director Benefits	803	776	-27
Admin Assistant Salary	7,316	7,325	9
Admin Assistant Benefits	1,250	1,374	124
Peapod Leaders Salary	21,418	21,418	
Peapod Leaders Benefits	1,885	1,885	
Office Supplies	150	93	-57
Advertising	1,000	1,000	
Training/Travel	800	1,000	200
Playgoup Materials	200	200	
Mileage	200		-200
MCOE Indirect	3,441	3,446	5
Total Peapod (Resource 9039)	40,000	40,000	
Child Care Quality			
IMPACT			
Director Salary	5,380	5,380	
Director Benefits	2,810	2,810	
Coordinator Salary	30,680	30,680	
Coordinator Benefits	5,235	5,235	
Materials & Supplies	900	900	
Travel	1,000	1,000	
Incentives	18,000	18,000	
Contractual	8,600	8,600	
Indirect			
MCOE Indirect	4,410	4,410	
First 5 Indirect	4,238	4,238	
Total Indirect	8,648	8,648	
Total IMPACT	81,253	81,253	
Region 6 T&TA Hub			
Materials & Supplies	1,250	1,250	
Travel	11,510	11,510	

Contractual	90,915	90,915	
ELNAT	3,200	3,200	
Data System	5,100	8,824	3,724
First 5 Indirect	10,688	10,688	
Total Region 6 T&TA Hub	122,663	126,387	3,724
CDE Certification Grant		6,285	6,285
Total Child Care Quality	203,916	213,925	10,009
Oral Health (Resource 9038)			
Director Salary	1,540	1,483	-57
Director Benefits	800	776	-24
Tooth Tutor Part-time Emp	880	880	
Tooth Tutor Benefits	65	65	
Educational Support Materials	500	500	
MCOE Indirect	325	320	-5
Total Oral Health (Resource 9038)	4,110	4,024	-86
Safe Kids Coalition	7,000	7,000	
CDBG Admin Expense	9,887	6,921	-2,966
CDBG-ESUSD	205,859	262,478	56,619
Evaluation	1,320	1,320	
F5 Operations			
F5 Operations (Resource 9300)			
Director Salary	33,887	33,697	-190
Director Benefits	27,690	27,594	-96
Admin Assistant Salary	18,283	17,301	-982
Admin Assistant Benefits	2,997	3,751	754
Office Supplies/Postage	2,500	2,500	
Advertising	1,000	1,000	
Rent	3,000	3,000	
Phones	350	350	
Commissioner Travel	800	800	
Staff Travel/Training	3,000	3,000	
MCOE Indirect	9,472	8,961	-511
Total F5 Operations	102,979	101,954	-1,025
Miscellaneous			
F5 Association Dues	3,163	3,163	
Fiscal Audit	5,950	5,950	
Mono County Counsel	3,000	3,000	
Total Miscellaneous	12,113	12,113	
Total Expense	838,800	915,535	76,735
Net Ordinary Income	0	-10,748	-10,748

First 5 Mono County
Profit & Loss Budget vs. Actual
July 2017 through September 7, 2017

	Jul '17 - Jun 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Prop 10 Tax Revenue	0.00	92,333.00	-92,333.00	0.0%
Small County Augmentation	0.00	257,667.00	-257,667.00	0.0%
SMIF (Surplus Money Inv Fund)	0.00	34.00	-34.00	0.0%
IMPACT	0.00	68,788.00	-68,788.00	0.0%
Region 6 T&TA Hub	0.00	122,663.00	-122,663.00	0.0%
CDBG Administration	0.00	9,887.00	-9,887.00	0.0%
CDBG	0.00	205,859.00	-205,859.00	0.0%
CAPIT/CBCAP (Home Visiting)	0.00	33,000.00	-33,000.00	0.0%
Peapod Program (Prop 63 Funds)	0.00	40,000.00	-40,000.00	0.0%
Raising A Reader	0.00	2,170.00	-2,170.00	0.0%
Misc Inc	0.00	140.00	-140.00	0.0%
Interest on F5 Mono Fund Bal	0.00	6,259.00	-6,259.00	0.0%
Total Income	0.00	838,800.00	-838,800.00	0.0%
Expense				
Total Home Visiting (Resource 9037)	24,043.56	151,201.00	-127,157.44	15.9%
Total School Readiness	4,648.65	100,415.00	-95,766.35	4.63%
Total Peapod (Resource 9039)	4,741.62	40,000.00	-35,258.38	11.85%
Child Care Quality				
Total IMPACT	10,721.58	81,253.00	-70,531.42	13.2%
Total Region 6 T&TA Hub	6,253.99	122,663.00	-116,409.01	5.1%
Total Child Care Quality	16,975.57	203,916.00	-186,940.43	8.33%
Total Oral Health (Resource 9038)	482.02	4,110.00	-3,627.98	11.73%
Safe Kids Coalition	0.00	7,000.00	-7,000.00	0.0%
CDBG Admin Expense	100.00	9,887.00	-9,787.00	1.01%
CDBG-ESUSD	0.00	205,859.00	-205,859.00	0.0%
Evaluation	0.00	1,320.00	-1,320.00	0.0%
Total F5 Operations	14,779.04	102,979.00	-88,199.96	14.35%
Miscellaneous				
Total Miscellaneous	3,163.00	12,113.00	-8,950.00	26.11%
Total Expense	68,933.46	838,800.00	-769,866.54	8.22%
Net Ordinary Income	-68,933.46	0.00	-68,933.46	100.0%
Net Income	-68,933.46	0.00	-68,933.46	100.0%