



Regular Commission Meeting and Public Hearing

AGENDA

September 20, 2018

2:30 p.m.- 4:30 p.m.

Mono County Office of Education Conference Room, 451 Sierra Park Road, Mammoth Lakes, CA

--public hearing begins--

1. **Public Comment**

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

The Commission will welcome Dr. Kristin Collins, appointed as a First 5 Commissioner for a three year term by the Board of Supervisors. Dr Collins is a pediatrician at Sierra Park Pediatrics and will serve under the membership category of: *representative of local medical, pediatric, or obstetric associations or societies.*
3. **Minutes**

Consideration of the June 21, 2018 Commission meeting minutes. **(ACTION)**
4. **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)**
5. **Director Report**

This information may be reported elsewhere on agenda. **(INFORMATION)**
6. **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. **Assessment Contract:** with Progressive Early Assessments Inc. for the provision of child care assessments in FY 2018-19 for ten child care sites not to exceed **\$15,800** for the period of September 21, 2018 to April 15, 2019. Funding supported through the F5CA Hub agreement and partner agencies. **(ACTION)**
 - b. **Coordination Contract Extension:** with Viva Strategy and Communication, LLC for the provision of coordination services for the Regional T &TA Hub to extend to January 31, 2019 (from the previous limit of October 1st, 2018) and a contract limit of **\$104,982**, an increase of \$4,500 including any County Counsel approved changes. **(ACTION)**
 - c. **CDBG Agreement with Mono County:** Intra-Agency Agreement to facilitate the implementation of CDBG child care services funding award activities in the amount of **\$482,558** pending CDBG and County authorization and including any County Counsel approved changes. **(ACTION)**

- d. **CDBG Agreement with Eastern Sierra Unified School District (ESUSD):**
Subrecipient Agreement to implement CDBG child care services activities in the amount of **\$473,837** pending CDBG, ESUSD, and County authorization including any County Counsel approved changes. **(ACTION)**

7. **Children's Bill Of Rights** The Commission will review examples from other counties and discuss development of a Mono County Children's Bill of Rights. **(INFORMATION)**
8. **2019-24 Strategic Plan Review & Revision Planning** Opportunity for the public to comment on the provisional draft of the 2019-2024 Strategic Plan. Staff will provide an overview of the provisional draft of the Strategic Plan and discuss plans for development of the 2019-2024 Strategic Plan. **(PUBLIC HEARING)**
9. **Safe Kids Presentation** Debie Schnadt, the Safe Kids Mono Partners Coordinator, will present program highlights from the past year. **(INFORMATION)**
10. **Program Updates** Staff and Commissioners will report on the following programs. **(INFORMATION)**
- Commission-run Programs**
- a. *Child Care Quality/Quality Counts California: IMPACT, QRIS Block Grant & Regional T & TA Hub*
 - b. *Home Visiting: Welcome Baby!, Parenting Partners (CAPIT/ CBCAP Grant), and Child Care Provider Home Visitor*
 - c. *Breastfeeding Promotion and Outreach*
 - d. *Peapod Playgroups (Prop. 63 MHSA)*
 - e. *School Readiness Activities & CDBG Grant*

--public hearing ends--

11. **Year to Date Budget** Staff will report on the First 5 Mono revenue and expenditures-to-date. **(INFORMATION)**

Next Commission Meeting: Thursday, December 20, 2018 from 2:30-4:30 pm at the Mono County Office of Education Conference Room, Mammoth Lakes.

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



Regular Commission Meeting

Minutes

Thursday, June 21, 2018

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

Commissioners Present: Bob Gardner, Chair
Tom Boo, Vice Chair
Stacey Adler, Secretary
Patricia Robertson
Bertha Jimenez

Staff Present: Molly DesBaillets, Executive Director
Kaylan Johnson, Administrative Assistant/Fiscal Specialist
Annaliesa Calhoun, Childcare Quality System Coordinator

Guests: Didi Tergesen, Program Coordinator for Foster Youth Services,
Education for Homeless Children and Youth, Child Abuse Prevention
Council

Commission Chair Gardner calls the meeting to order at 2:36 pm.

---Public Hearing Begins 2:36 pm---

1. Public Comment

No comment.

2. Minutes (ACTION)

ACTION: Commissioners to approve the March 15, 2018 meeting minutes.

MOTION: Commissioner Robertson

SECOND: Commissioner Jimenez

VOTE: Unanimous

ABSTENTIONS: none

3. Commissioner Reports (INFORMATION)

Commissioner Robertson reports she attended the successful Health & Safety Fair on June 9 that First 5 Mono hosted. She enjoyed the ambulance tour and thought the fair went well. She also signed up for the Tips by Text program, which First 5 Mono promotes. This program comes from Stanford University and provides child development tips and activities.

Mrs. Robertson has been appointed the Acting Executive Director of Mammoth Lakes Housing. The town is working towards taking away Mammoth Lakes Housing's Community Development Housing

Organization Certification, which allows them to obtain grant funding outside of the town or county for Mono, Inyo, and Alpine Counties. This topic will continue to be discussed at future Mammoth Lakes Housing meetings.

4. Director Report (INFORMATION)

Ms. DesBaillets attended part one of three of the Network Leadership Training, learning to network and leverage partnerships within local communities in order to strengthen programs for children birth to 5.

Along with Commissioner Gardner, she brings up the separation of families at the border. First 5 Association has signed on to an opposition letter and First 5 Mono will also take this stance under the Moms Rising organization's letter.

5. Election of Officers (ACTION)

ACTION: Commissioners to approve Officer Positions of Bob Gardner as Chair, Stacey Adler as Vice-Chair, and Jeanne Sassin as Secretary for FY 2018-19.

MOTION: Commissioner Adler

SECOND: Commissioner Boo

VOTE: Unanimous

ABSTENTIONS: None

6. Commissioner Reappointment, Resignation, and Recruiting

- a. The Commission will take action to accept the Board of Supervisors' re-appointment of Commissioner Jeanne Sassin, to serve another 3 year term ending on March 16, 2021. **(ACTION)**

ACTION: Commissioners to approve Jeanne Sassin's re-appointment for term ending March 16, 2021.

MOTION: Commissioner Boo

SECOND: Commissioner Jimenez

VOTE: Unanimous

ABSTENTIONS: None

- b. Staff will inform the Commission of Dr. Kristin Wilson's resignation from her service as a First 5 Commissioner. **(INFORMATION)**

Commissioner Wilson has resigned as a First 5 Commissioner since she has moved out of the area.

- c. The Commission will take action to direct staff on recruiting and selecting a new Commissioner to fill one of the following membership categories: **(ACTION)**

- Persons responsible for management of the following county functions: children's services, public health services, behavioral health services, social services and tobacco and other substance abuse prevention and treatment services.
- Recipients of project services included in the county strategic plan.
- Representatives of a local child care resource or referral agencies or a local child care coordinating group.
- Representatives of local organizations for prevention or early intervention for families at risk.

- Representatives of community-based organizations that have the goal of promoting or nurturing early childhood development.
- Representatives of local school districts; and representatives of local medical, pediatric, or obstetric associations or societies.

ACTION: Commissioners to approve Ms. DesBaillets and Commission Chair to recruit and select a new Commissioner.

MOTION: Commissioner Adler

SECOND: Commissioner Jimenez

VOTE: Unanimous

ABSTENTIONS: None

7. First 5 Mono Support Letters (INFORMATION)

First 5 Mono has signed legislation letters to support AB 2292, increasing state funding for infant/toddler care, and the CalWorks Home Visiting Initiative which has been included in the upcoming Governor's Budget.

8. First 5 California Annual Report 2016-17 (PUBLIC HEARING)

No public comment.

Ms. DesBaillets mentions that last year First 5 CA supported legislation regarding Parental Leave which did get expanded at the state level. The Annual Report also mentions EduCare, which detailed two state-funded childcare facilities working with the local high school child development program. First 5 Mono, the Mono County Childcare Council, and MCOE have similar approaches and discussions about involving high school students in the child development field.

---Public Hearing Closes 2:50 pm---

9. Contractual Agreements (ACTION)

Discussion and consideration of the following agreements:

- Independent Fiscal Audit:** with Neely Accountancy Corp. in the amount of **\$6,000** for the provision of an independent fiscal audit of FY 2017-18. **(ACTION)**
- Summer Bridge Renewal Letter:** with Eastern Sierra Unified School District (ESUSD) not to exceed **\$8,675** to ESUSD for the provision of Summer Bridge programs at each of their elementary schools in FY 2018-19. **(ACTION)**
- Summer Bridge Contract:** with Mammoth Unified School District (MUSD) not to exceed **\$10,000** to MUSD for the provision of Summer Bridge programs at their elementary school in FY 2018-19. **(ACTION)**
- Raising A Reader Renewal Letter:** with Mono County Library Authority (MCLA) in the amount of **\$38,000** to MCLA for the provision of Raising A Reader Services in FY 2018-19. **(ACTION)**

- e. **Mental Health Services Act Agreement:** agreement with Mono County Behavioral Health to grant **\$40,000** a year for the next three years for a total of **\$120,000** to First 5 for the provision of Peapod Playgroups across the county in FYs 2018-19, 2019-20, and 2020-21. **(ACTION)**

Ms. DesBaillets notes that this contract has expanded from a one year to three year contract, as suggested by Commissioner Gardner.

- f. **IMPACT Incentive Layer Local Area Agreement Amendment: update the** agreement with First 5 California to increase the IMPACT Local Area Agreement by **\$9,000** for exceeding site targets in FY 2016-17.
- g. **Certification Grant Extension:** grant extension from the California Department of Education to extend the grant period from March 31, 2018 to June 30, 2018 to support certifications related to the regional Quality Rating Improvement System. **(ACTION)**
- h. **Certification and Coordination Grant:** grant award in the amount of **\$2,625** for the period of July 1, 2017 to September 30, 2018 to support certification and coordination related to the regional Quality Rating Improvement System. **(ACTION)**
- i. **CDBG Intra-Agency Agreement Second Amendment with Mono County:** extending the grant period from ending June 30, 2018 to ending September 30, 2018. **(ACTION)**
- j. **CDBG Sub-Recipient Agreement Second Amendment with Eastern Sierra Unified School District:** extending the grant period from ending June 30, 2018 to ending September 30, 2018. **(ACTION)**

Ms. DesBaillets notes Contracts i and j have been extended to September 30, 2018 in order to continue FY 2017-18 funding into the next school year for Bridgeport and Benton preschools. The application for FY 2018-19 and FY 2019-20 has been submitted, and the County is expecting the award letter by the end of June.

- k. **Wild Iris Memorandum of Understanding:** agreement with Wild Iris for the period of May 1, 2018 through April 30, 2021 including any county counsel approved changes. **(ACTION)**

Commissioner Robertson asks for an implementation explanation. Ms. DesBaillets explains that Wild Iris wishes to formalize relationships with local agencies in order to strengthen services and support for their clients. There is no funding involved, but the MOU does mention a Taskforce. This has never formed in the past, but Ms. DesBaillets is willing to participate.

- l. **Marine Corps Sponsorship Agreement:** authorize staff to sign the agreement with the Marine Corps to provide a stipend in the range of **\$2,000 to \$3,000** for participation in the Childcare Quality System in FY 2017-18 including any county counsel approved changes. **(ACTION)**

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)

ACTION: Commissioners to approve the Director to sign and administer Contracts *a* thru *l* which have been determined by the Commission to be consistent with the Commission's strategic plan and fiscal plan.

MOTION: Commissioner Adler

SECOND: Commissioner Boo

VOTE: Unanimous

ABSTENTIONS: None

10. Childcare Quality System Update (INFORMATION)

Upon previous request by the Commissioners, Ms. DesBaillets explains the rating system within the Childcare Quality System (CQS), also called Quality Counts California at the State level, and QRIS Quality Rating and Improvement System at the Federal level.

First 5 Mono, IMACA, MCOE, Inyo County Superintendent of Schools, and the Cerro Coso Child Development Department are involved in planning and funding CQS. The Mono, Inyo, Alpine CQS Region rates childcare providers (who voluntarily choose to be publicly rated) based upon seven elements of childcare quality such as facility environment and child/teacher interactions.

Seven childcare sites in the region were rated this year, with great results. The sites that choose not to be rated can still participate in CQS, completing 21 hours of professional development, and are eligible to receive stipends and coaching on the rating elements.

11. Adverse Childhood Experiences (ACEs) Discussion (INFORMATION)

Commissioners discuss organizations' ACEs history and approach within the community.

The ACE study connects the experience of childhood traumas such as domestic violence, abuse, neglect, mental illness, incarceration, and poverty with negative future health outcomes. There is nationwide discussion about the importance of the prevention of ACEs and using trauma informed practices in education and healthcare.

Didi Tergesen joins the Commission meeting to share her knowledge on ACEs and trauma resilience. Last year, Mrs. Tergesen held two trainings on the topic and this year she has worked with Head Start preschools. An additional training was requested by Head Start and CA State Preschool staff. An external trainer will be in Mammoth in September, conducting an English and Spanish training that is open to the community.

Commissioner Boo points out it is important to approach ACEs with not just children, but adults too and to determine the best intervention methods per age group. Commissioner Robertson points out that locally, affordable available housing and legal support contribute to trauma and stress within a household.

The Commission supports creating a Children's Bill of Rights and presenting to the County Board of Supervisors, MCOE, and the Town of Mammoth in order to support ACEs related work.

12. FY 2016-17 Audit Revision (INFORMATION)

The FY 2016-17 Audit has been corrected as requested by the State. A new page including the revision has been submitted to the State and given to the Commissioners.

13. FY 2017-18 Budget Amendment (ACTION)

ACTION: Commissioners to approve the addition of the CDE Coordination and Certification Grant of \$2,625 to the 2017-18 Budget.

MOTION: Commissioner Jimenez

SECOND: Commissioner Boo

VOTE: Unanimous

ABSTENTIONS: None

14. Year-to-Date Budget (INFORMATION)

Ms. Johnson presents the year-to-date budget as of June 4, 2018. End of year revenue is expected to be received between July 31 and September 30. A few expense invoices have yet to be received but are expected in the end of June or in July.

Ms. DesBaillets explains that the remainder of the funds in CDBG has been extended to spend through September 30.

15. FY 2018-19 Proposed Budget (ACTION)

Ms. DesBaillets states that the 2018-19 budget is slated to spend around \$6,000 from First 5's trust fund, which is less than what was expected in the long-term fiscal plan.

Commissioner Gardner mentions that the Transient Occupancy Tax could be used to help fund early childhood resources.

Commissioner Adler asks about the future of the Small County Augmentation funding. Ms. DesBaillets responds that the current funding ends in 2021 and is determined by county birthrate. Mono County's birthrates are on the decline which may decrease the funding after 2021 by increments of \$50,000.

ACTION: Commissioners to approve FY 2018-19 Proposed Budget

MOTION: Commissioner Adler

SECOND: Commissioner Jimenez

VOTE: Unanimous

ABSTENTIONS: None

16. FY 2018-19 Meeting Schedule (ACTION)

ACTION: Commissioners to approve the Commission Meeting Schedule for FY 2018-19, quarterly starting in September, as well as a Strategic Planning Meeting in January 2019.

MOTION: Commissioner Robertson

SECOND: Commissioner Jimenez

VOTE: Unanimous

ABSTENTIONS: None

17. Program Updates (INFORMATION)

- a. *Child Care Quality: IMPACT Program:* Ms. Calhoun reports the IMPACT year ended in May with the Provider Appreciation Dinner, organized by IMACA. Providers received end-of-year stipends and materials specific to their site needs. More sites are expected to participate in the CQS ratings next year.
- b. *Regional Child Care Quality: Quality Counts California (formerly QRIS):* The contract with VIVA, the outside coordinator hired for the Hub region, expires in October. The region will vote next week to decide whether to renew a contract with VIVA or hire a local coordinator. First 5 Mono prefers the latter since a large portion of the Hub funds are currently being spent on VIVA and could be of more efficient use if the funds are kept local. Commissioner Robertson supports this idea in terms of building local capacity in childcare and early education. She believes it is important for our region to build resiliency in the long term and to think about how much outside contractors contribute to our community beyond their job.
- c. *Home Visiting: Welcome Baby!, Parenting Partners (CAPIT Grant), and Child Care Provider Home Visitor:* First 5 CA redesigned the New Parent Kits from a box to a bag. First 5 Mono will continue to distribute these bags with the Welcome Baby! program to new parents in Labor & Delivery.
- d. *Breastfeeding Promotion and Outreach:* Home Visitor Debbie Riffel is continuing the Café Mom breastfeeding support group. Even though Mono County is 3rd in the state for breastfeeding rates, attendance of Café Mom has been low so it is unsure if it will continue beyond July. Commissioner Robertson suggests posting the group on the email list again to remind parents of the July meeting. Commissioner Adler compliments Debbie for her tenacity and focus on promoting breastfeeding.
- e. *Oral Health:* Mono County Public Health received a state grant and provided oral health supplies to First 5. The Tooth Tutor made visits in the April to the preschools, providing 74 fluoride varnish treatments. Ninety-three kids participated in Readers' Theatre.
- f. *Peapod Playgroups (Prop. 63 MHSA):* Leader Lara is holding groups in Benton, Walker, and June Lake to potentially recruit a leader who lives in each area. The Spanish Mammoth group had little to no attendance for most weeks this past winter and spring, so it is again cancelled. Ms. DesBaillets thinks this group would be more successful if held in the evening at a central location. Commissioners suggest using the elementary school, the multi-purpose room at the high school, or the library instead of the community center.

f. School Readiness Activities & CDBG: Mammoth Elementary Summer Bridge began this week. ESUSD Bridge will be held in July. Bridgeport Elementary will not be holding Bridge since there is nobody enrolled at this time.

Meeting adjourned at 4:00 pm.

Next meeting scheduled for September 20, 2018, 2:30 – 4:30 pm, in the Mono County Office of Education, Mammoth Lakes, Conference Room.

**AGREEMENT BETWEEN THE COUNTY OF MONO, ON BEHALF OF THE MONO COUNTY
CHILDREN & FAMILIES COMMISSION, AND PROGRESSIVE EARLY ASSESSMENTS, INC.,
FOR THE PROVISION OF ASSESSMENT SERVICES**

INTRODUCTION

WHEREAS, the Mono County Children and Families Commission (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) (hereinafter referred to as the "Commission") may have the need for the assessment services of Progressive Early Assessments, Inc., of San Diego (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

2. TERM

The term of this Agreement shall be from **September 21, 2018** to **April 15, 2019** unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed **fifteen thousand, eight hundred dollars (\$15,800) in any twelve-month period** (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be

authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

- ☒ General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- ☐ Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- ☐ Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to the County of Mono, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

D. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, 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 Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, 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. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

15. ASSIGNMENT

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

16. DEFAULT

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

The ability of the County 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, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT

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

24. NOTICE

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

Commission:

Molly DesBaillets
PO Box 130
Mammoth Lakes, CA 93546

Contractor:

Susan McGraw
3443 Camino Del Rio South, Suite #112
San Diego, California, 92108

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO, ON BEHALF OF THE MONO COUNTY CHILDREN & FAMILIES COMMISSION, AND PROGRESSIVE EARLY ASSESSMENTS, INC., FOR THE PROVISION OF ASSESSMENT SERVICES

TERM:

FROM: September 21, 2018 TO: April 15, 2019

SCOPE OF WORK:

Under the terms of this Agreement, Contractor shall provide consultation services as well as an independent, reliable CLASS and/or ERS observation team (*External Review Team*) and Lead ERS Anchor that will provide CLASS and/or ERS observational services in order to meet the independent assessment observation requirements set forth in the Commission's Local Area Agreement with First 5 California (included as **Attachment C** and incorporated herein by this reference).

Contractor agrees to perform services as required by the Commission, including but not limited to those listed below, and shall provide the necessary qualified personnel to perform said services. External observations services shall be conducted by highly trained, calibrated and experienced individuals who have no conflict of interest with a site as determined by a lack of a financial agreement between the assessor or the assessor's employer and the child care site.

Contractor shall conduct the following anchor/observation services:

- CLASS Infant and/or Toddler observations for approximately **1 site and 2** classrooms by April 15 of 2019.
- Family Child Care Environment Rating Scale (FCCERS), the Early Childhood Environmental Rating Scale, (ECERS), and the Infant Toddler Environmental Rating Scale (ITERS) assessments for approximately **7 sites and 10** classrooms, possibly one in Spanish, by April 15 of 2019.
- Calibrate one ERS assessor in all the ERS tools.
- Quality control procedures shall include proof reading reports and performing quality assurance checks on each report to ensure that all external scores are highly calibrated and reliable based on the intent of the authors of the CLASS and ERS tools.

In addition to the above, Contractor shall:

- Contact the site the day before to ensure that the Lead Teacher, as specified, on the Classroom Information form is scheduled to work.
- Complete the entire CLASS observation sheet including the scoring summary sheet.
- Complete the entire ERS score sheet including the profile page.
- Complete the ERS debriefing consultation form; all indicators scored "no" are required to have comments explaining rationale.
- Complete a CLASS debriefing report.
- Submit to the Commission, the observation/scoring summary sheets and the score sheets and profile page, within *one week of the observation*.

- Submit to the Commission, the CLASS and/or ERS debriefing consultation form within ***one week of the observation.***
- Submit to the Commission, all interview notes, if applicable, within one week of the interview.

Commission Shall:

- Notify the Contractor as soon as practicable of the dates of the dates preferred, the observation and assessments needed, and contact information for the site.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO, ON BEHALF OF THE MONO COUNTY
CHILDREN & FAMILIES COMMISSION, AND PROGRESSIVE EARLY ASSESSMENTS, INC.,
FOR THE PROVISION OF ASSESSMENT SERVICES**

TERM:

FROM: September 21, 2018

TO: April 15, 2019

SCHEDULE OF FEES:

ITEM 2 PAYMENT

ESTIMATED COST

Service	Cost	Classroom Total	Total Cost
CLASS Assessments per assessment	\$700	2	\$1,400
ERS Assessments per assessment	\$800	10	\$8,000
ERS Calibration	\$850/day for 3 days		\$2,550
Travel cost from San Diego to Mono, Inyo & Alpine	Not to exceed \$275 per day for 14 days \$3,850		\$3,850
	Total		\$15,800

**AGREEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN
MONO COUNTY CHILDREN AND FAMILIES COMMISSION
AND VIVA STRATEGY AND COMMUNICATION LLC FOR
THE PROVISION OF IMPACT HUB COORDINATION SERVICES**

THIS AGREEMENT and First Amendment is entered into on August 31, 2018, by and between the Mono County Children and Families Commission (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”) and Viva Strategy and Communications, LLC (“Viva” or “Contractor”) for the purpose of amending the Agreement Between The Mono County Children and Families Commission and Viva Strategy and Communications, LLC, for the Provision of Impact HUB Coordination Services dated April 1, 2017 (“the Agreement”). First 5 and Viva are sometimes referred to herein collectively as “the parties.”

NOW, THEREFORE, the parties agree as follows:

1. The Term of the Agreement shall be extended through January 31, 2019.
2. The Contract Limit, page 2, paragraph 3 item D., shall be increased by \$4500 for a new Contract Limit of \$104,982.
3. The activities listed in Attachment A, Scope of Work, of the Agreement, which begins on page 11 and extends onto page 14, are hereby amended as follows:
 - a. For Section III, Monthly Planning Calls with First 5 Commission Region 6 Executive Committee, the timeline shall be extended through January 31, 2019.
 - b. For Section IV, In-Person Region 6 Planning Retreats (6), the timeline shall be extended through January 31, 2019.
 - c. For the Project Timeline, an additional section shall be added for the period of October 2018 – January 2019 and shall include 2 Planning Calls and 2 In-Person Region 6 Planning Retreats.
4. The budget on Attachment B, Schedule of Fees, of the Agreement, on page 15, is hereby superseded and replaced in entirety with the below:

Scope of Work Item	Estimated Hours at \$165/hr	Cost
Kick Off Call & Discovery Process	40	\$6,600
Monthly Planning & Feedback Calls	57	\$9,405
Regional Retreats (6)	280	\$46,200
Hub & CA-QRIS Coordination (in addition to other items listed here which will also support this effort)	76	\$12,540
Project Management (managing across tasks)	65	\$10,725

Total Consultation	\$85,470
Indirect 10%	\$8,547
Meeting Supplies (does not include print, food, facilities)	\$280
Travel: Flight, hotel, rental car, parking, taxi, per diem (\$15/breakfast, \$16/lunch, \$23/dinner)	\$5,818
Mileage to CA-QRIS Meetings	\$367
April 2017 – January 2019 Total Proposed Budget	\$104,982

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:**Viva Strategy and Communications, LLC:**

By: _____

By: _____

Name: Molly DesBaillets

Name: _____

Title: Executive Director

Title: _____

Approved as to Form:

Christian E. Milovich Date
Assistant County Counsel

Approved for Risk Management:

Risk Manager Date

**INTRA-AGENCY AGREEMENT BETWEEN THE COUNTY OF MONO
AND
THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION
FOR
THE USE OF CDBG FUNDS (GRANT # 17-CDBG-12023) FOR
CHILDCARE AND PRESCHOOL ACTIVITIES IN MONO COUNTY**

THIS INTRA-AGENCY AGREEMENT, entered this 16 day of August, 2018 by and between the County of Mono, a political subdivision of the State of California (herein called the "Grantee") and the Mono County Children and Families Commission, an agency of the Grantee charged with planning, developing, and implementing programs on behalf of Grantee that support the early development of children up to five years of age within Mono County (see Mono County Code Chapter 7.90 and Cal. Health & Safety Code §§ 130100 et seq.) (herein after "First 5").

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

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

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

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

I. SCOPE OF SERVICE

A. Activities

First 5 will be responsible for implementing and administering CDBG Grant 17-CDBG-12023 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

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

General Administration

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

- A. Monitor, and apprise ESUSD and Grantee (including First 5) of deadlines and actions necessary to ensure compliance with Applicable Requirements as per Chapter 12 of the CDBG Monitoring Handbook.
- B. In consultation with the Mono County Counsel, review the procurement processes of ESUSD and all related documentation to ensure that Applicable Requirements are met.
- C. Review and monitor program activities and delivery to ensure compliance by ESUSD and Grantee (including First 5) with Applicable Requirements.
- D. Ensure Financial Management systems are kept in accordance with 24 CFR 85.20.
- E. Prepare all required administrative documents for CDBG including: Setup and Completion reports, General Conditions Clearance Checklists, Environmental Review documents, Funds Request forms, Summary Expenditure Forms, Annual and Semi Annual Report Request, Annual and Semi Annual Labor Standards Enforcement Report (HUD Form 4710), Financial Accomplishments Report (FAR), and Grantee Performance Report (GPR),
- F. Prepare all required procurement forms including any applicable form in Chapter 8 of the CDBG Grant Management Manual.

B. National Objectives

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

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

C. Levels of Accomplishment – Goals and Performance Measures

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

Activity #1: Program delivery. This task shall be performed in compliance with all Applicable Requirements, and includes the provision of preschool and child care services to eligible children in the targeted communities as described and in compliance with the Scope of Services set forth below. DATES: August 2018 -- June 2020

Activity #2: Compliance Monitoring and Reporting. Ensure compliance with all Applicable Requirements throughout the term of this Agreement and during any time thereafter during which First 5 remains in control of CDBG funds or other CDBG assets, including program income. Perform required monitoring, program delivery, reporting and related activities. DATES: Ongoing.

D. Staffing

First 5 Director: as duties are completed—10% FTE

First 5 Fiscal Specialist: as duties are completed—not to exceed 10% FTE

E. Performance Monitoring

The Grantee will monitor the performance of First 5 against goals and performance standards as stated above. Substandard performance as determined by the Grantee's Board of Supervisors will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by First 5 within a reasonable period of time

after being notified by the Grantee, contract suspension or termination procedures will be initiated and tasks may be assigned to a different department or agency of Grantee.

II. TIME OF PERFORMANCE

Services of First 5 shall start upon approval of this Agreement and end on the 30th day of July, 2020. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which First 5 remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

	2018/2019	2019/2020
Child Care Services	229,574	229,574
Books and Supplies	2,500	2,500
Training/Travel/Licensing	484	484
	232,588	232,588

General administration funds of \$17,442 are available for First 5 Mono County under this agreement. The administration funding will be split with Eastern Sierra Unified School District as needed. If additional general administration funding is needed an amendment to the agreement is needed.

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

IV. PAYMENT

It is expressly agreed and understood that the total amount transferred to the First 5 and ESUSD fund by the Grantee under this Agreement shall not exceed \$482,558. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid

against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. NOTICES

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

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

Grantee

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

First 5

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

VI. SPECIAL CONDITIONS

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

VII. GENERAL CONDITIONS

A. General Compliance

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

B. Hold Harmless

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

C. Workers' Compensation

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

D. Insurance & Bonding

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

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

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

E. Grantee Recognition

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

F. Amendments

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

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

G. Suspension or Termination

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

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

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or First 5, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

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

4. Disclosure

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

5. Closeouts

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

6. Audits & Inspections

First 5's records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by First 5 within 30 days after

receipt by First 5. Failure of First 5 to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. First 5 hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning First 5 audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

1. First 5 shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under First 5's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If First 5 fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, First 5 shall pay the Grantee an amount equal to the current fair market value of the property less

any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. First 5 may retain real property acquired or improved under this Agreement after the expiration of the five-year period. The County agrees to pursue future CDBG applications for the continued provision of preschool/child care services as described herein, provided that such activities are eligible for funding and the legally-mandated public process yields support for such applications.

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

First 5 agrees to comply with all state and local regulations and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of

1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve First 5 of its obligation, if any, to require payment of the higher wage. First 5 shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

“Section 3” Clause

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

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

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

and very low-income persons residing in the metropolitan area in which the project is located.”

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

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

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

knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

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

2. Subcontracts

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

First 5 hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the

making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

Because First 5 is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants

and Cooperative Agreements to State and Local Governments,” and OMB Circular A-87 apply.

Date _____

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

Mono County

First 5

By _____
Chief Administrative Officer

By _____
Title _____

Attest _____
COUNTY CLERK

Countersigned: _____
FINANCE OFFICER

By _____
Title _____
Fed. I. D. _____

—

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

COUNTY COUNSEL

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

SCOPE OF SERVICES

A. Principal Tasks

First 5 will provide, through subcontract or subrecipient agreement with ESUSD to provide day care/preschool and related services to eligible children at Edna Beaman Elementary School and Bridgeport Elementary School over the period of August 2018 to June 2020. With funding from the Year 2017 CDBG program of Mono County, ESUSD will make available the equivalent of approximately 20 7-hour day care slots for 175 days per year during this period (10 at each site, or as many as allowable by licensing and CDBG requirements). ESUSD will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds (i.e., the Applicable Requirements), and in a manner satisfactory to the Grantee.

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

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

- 1) Facility Maintenance. Maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of a day care center. This will include all requirements for lead-based paint testing and abatement, as necessary. The facilities must also be handicapped accessible, and organized into separate areas appropriate for each of the age groupings being served (toddler, 14 months to 2. 5 years; pre-school, 2. 5 to 4 years; and pre-kindergarten, 4 to 5 years).

- 2) Service Providers. Recruit and hire qualified Providers to provide the day care/preschool programs. Ensure that the numbers, background and qualifications of the Providers of the on-site day care and any related services at all times are appropriate for the enrolled child population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 3) Services. Offer day care/preschool services from 8:15-3:15 Monday through Friday to approved eligible families. Both sites will have a half day one a week—Monday in Benton and Friday in Bridgeport where services will be offered from 8:15-12:30. 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) Meals. Provide two nutritionally balanced snacks and a lunch every day for children participating full time.
- 5) Curriculum. Provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 6) Records. Maintain program and financial records documenting the attendance, provision of services, and Subrecipient expenses relative to the children receiving day care services as a result of assistance provided through the CDBG program.
- 7) Outreach. Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the fully-subsidized day care slots available, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible and will be available in English and Spanish. Upon request and by mutual agreement, Subrecipient may assist in these activities.
- 8) Enrollment. Accept applications and perform eligibility determinations. Fifty-one percent of the children served will be aged 14 months to 5 years (age limitations may vary depending upon licensing requirements) from families in Mono County with incomes that do not exceed the low- and moderate-income limits of the CDBG program, by family size, will be eligible for enrollment in the subsidized day care slots. The reminder of the slots, if any, will be offered to other children from the location of the

child care based on the age of the child. Older children will be given priority.

Budget and Method of Compensation

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

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

SUBRECIPIENT AGREEMENT

**AGREEMENT BETWEEN FIRST 5 MONO COUNTY
AND
EASTERN SIERRA UNIFIED SCHOOL DISTRICT FOR THE USE OF
CDBG FUNDS (GRANT # 17-CDBG-12023) FOR THE PROVISION OF
CHILD CARE SERVICES IN BRIDGEPORT AND BENTON, CALIFORNIA**

THIS AGREEMENT, entered this 16 day of August, 2018 by and between First 5 Mono County (an agency of Mono County charged with planning, developing, and implementing programs of behalf of the County that support early development of children up to five years of age in Mono County, herein called the "First 5" or collectively with Mono County, the "Grantee") and Eastern Sierra Unified School District (herein called the "Subrecipient" or "ESUSD").

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

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

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

I. SCOPE OF SERVICE

A. Activities

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

Program Delivery

Activity #1 Child Care Delivery. The Subrecipient shall provide those child care and preschool activities described in detail in the Scope of Services, which follows the signature portion of this Agreement and is hereby incorporated by this reference.

General Administration

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

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

- A. Monitor, and apprise ESUSD of deadlines and actions necessary to ensure compliance with applicable legal requirements.
- B. Review and monitor program activities and delivery to ensure compliance by ESUSD) with Applicable Requirements.
- C. Ensure Financial Management systems are kept in accordance with 24 CFR 85.20.
- D. Prepare all required administrative documents for CDBG including: Setup and Completion reports, General Conditions Clearance Checklists, Environmental Review documents, Funds Request forms, Summary Expenditure Forms, Annual and Semi Annual Report Request, Annual and Semi Annual Labor Standards Enforcement Report (HUD Form 4710), Financial Accomplishments Report (FAR), and Grantee Performance Report (GPR),
- E. Prepare all required procurement forms including any applicable form in Chapter 8 of the CDBG Grant Management Manual.

B. National Objectives

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

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet two of the National Objectives: benefit low- and moderate-income persons and meet community development needs having a particular urgency. These objectives will be met as there are currently no licensed child care providers in Bridgeport or Benton, both of which include residents with low and moderate income. Operation of child

care facilities in both locales will meet a long-standing need in both communities and offer educational opportunities for low and moderate income children while also providing the child care necessary for parents to work.

C. Levels of Accomplishment – Goals and Performance Measures

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

Activity #1: Child Care Program Delivery. This task shall be performed in compliance with all Applicable Requirements, and includes the provision of preschool and child care services to eligible children in the targeted communities as described and in compliance with the Scope of Services set forth below. DATES: August 2018 --June 2020

Activity #2: Compliance Monitoring and Reporting. Ensure compliance with all Applicable Requirements throughout the term of this Agreement and during any time thereafter which ESUSD is in control of CDBG assets, including program income. Perform required monitoring, program delivery, reporting and related activities. DATES: Ongoing.

D. Staffing

Superintendent of Schools (2.04% FTE)
Fiscal Coordinator (1.74% FTE)

Edna Beaman:

Secretary (4.19% FTE)
Provider (8 hours 180 days)
Paraprofessional (7.5 hours 180 days)
Custodian (3.46% FTE)

Bridgeport:

Secretary (4.19% FTE)
Provider (8 hours 180 days)
Paraprofessional (7.5 hours 180 days)
Custodian (3.46% FTE)

E. Performance Monitoring

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

F. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start upon execution of this Agreement and end on the 30 day of July, 2020. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

	2018/2019	2019/2020
Child Care Services	229,574	229,574
Books and Supplies	2,500	2,500
Training/Travel/Licensing	484	484
	232,588	232,588

General administration funds of \$8,721 are also available.

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$473,837. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. NOTICES

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

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

Grantee

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

Subrecipient

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

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block

Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

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

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

F. Grantee Recognition

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

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement,

nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

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

H. Suspension or Termination

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

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

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Closeouts

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

any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits and Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

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

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

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide

relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

"Section 3" Clause

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

sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

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

D. Conduct

1. Assignability

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

2. Subcontracts

- a) Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

- b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

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

4. Conflict of Interest

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

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-

making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

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

d) Lobbying Certification

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

6. Copyright

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

7. Religious Activities

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

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

XI. SEVERABILITY

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

XII. SECTION HEADINGS AND SUBHEADINGS

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

XIII. WAIVER

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

XIV. ENTIRE AGREEMENT

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

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

Date _____

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

First 5 Mono County

Eastern Sierra Unified School District

By _____
Executive Director First 5 Mono County

By _____
Superintendent of Schools

Attest _____
CLERK

Countersigned: _____
FINANCE OFFICER

By _____
Title _____

Fed. I. D.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MONO COUNTY COUNSEL

APPROVED BY RISK MANAGEMENT:

Mono County Risk Manager

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

SCOPE OF SERVICES

A. Principal Tasks

ESUSD will provide day care/preschool and related services to eligible children at Edna Beaman Elementary School and Bridgeport Elementary School over the period of August 2018 to June 2020. With funding from the 2017 CDBG NOFA award to Mono County, ESUSD will make available the equivalent of approximately 20 7-hour day care slots for 175 days per year during this period (10 at each site, or as many as allowable by licensing). ESUSD will administer all tasks in the provision of the aforementioned public services in compliance with all applicable Federal, state, and local rules and regulations governing these funds (i.e., the Applicable Requirements), and in a manner satisfactory to the Grantee.

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

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

- 1) Facility Maintenance. Maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of a day care center. This will include all requirements for lead-based paint testing and abatement, as necessary. The facilities must also be handicapped accessible, and organized into separate areas appropriate for each of the age groupings being served (toddler, 14 months to 2.5 years; pre-school, 2.5 to 4 years; and pre-kindergarten, 4 to 5 years).
- 2) Service Providers. Recruit and hire qualified Providers to provide the day care/preschool programs. Ensure that the numbers, background and qualifications of the Providers of the on-site day care and any related services at all times are appropriate for the enrolled child population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 3) Services. Offer day care/preschool services from 8:15-3:15 Monday through Friday to approved eligible families. Families should be provided the option of enrolling their children in either part-time (4 hours) or full-time (7 hours) day care slots, provided that children from eligible low- to moderate-income families occupy 11 of the 20 projected "full-time

equivalent” slots available at the day care center Days of operation will follow the ESUSD school-day schedule

- 4) Meals. Provide two nutritionally balanced snacks and a lunch every day for children participating full time.
- 5) Curriculum. Provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 6) Records. Maintain program and financial records documenting the attendance, provision of services, and Subrecipient expenses relative to the children receiving day care services as a result of assistance provided through the CDBG program.
- 7) Outreach. Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the fully-subsidized day care slots available, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible and will be available in English and Spanish. Upon request and by mutual agreement, Subrecipient may assist in these activities
- 8) Enrollment. Accept applications and perform eligibility determinations. Fifty-one percent of the children served will be aged 14 months to 5 years (age limitations may vary depending upon licensing requirements) from families in Mono County with incomes that do not exceed the low- and moderate-income limits of the CDBG program, by family size, will be eligible for enrollment in the subsidized day care slots. The reminder of the slots, if any, will be offered to other children from the location of the child care based on the age of the child. Older children will be given priority.

B. Budget and Method of Compensation

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

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



COUNTY OF DEL NORTE COUNTY ADMINISTRATIVE OFFICE

981 "H" Street, Suite 210
Crescent City, California 95531

Phone
(707) 464-7214

Fax
(707) 464-1165

AGENDA DATE: April 14, 2015

TO: Del Norte County Board of Supervisors

FROM: Jay Sarina, County Administrative Officer

SUBJECT: Children's Budget

RECOMMENDATION FOR BOARD ACTION: Adopt a resolution adopting a Bill of Rights for Children and Youth, thereby directing the Department of Health and Human and Administration to prepare a "Children's" budget that will be considered by the Board of Supervisors during the annual County budget process.

SUMMARY:

First 5 has submitted a request to consider a resolution that outlines the rights of children and youth in our County and with that document, the preparation of a budget that reflects financial resources that are available and support the many programs and services provided by Del Norte County. The idea is to create a more detailed budget that can be reviewed by the Board of Supervisors, public, and county partners and improves public engagement in the use of available financial resources specifically for Children. Many of the programs are the responsibility of the Department of Health and Human Services however other County departments also serve children such as Recreation and Probation. The document that would be prepared, if the Board so directs would be a combination of budget lines that represent multiple funding sources. The budget itself would not be approved as an operating budget independent of the overall County budget, but will allow the Board to identify priorities through a process of receiving input from partners, collaborators, County departments and the public. The adoption of a Resolution and "Bill of Rights for Children and Youth" continues a commitment of the Board of Supervisors to recognize and support children in our community and to continue to improve conditions for our children and youth.

DISCUSSION/JUSTIFICATION:

The proposed resolution and budget were forwarded to the Safe and Healthy Families Goal Committee for review and discussion. The committee agreed to recommend the adoption of the Resolution and Bill of Rights, and the creation of the Children's Budget to the Board of Supervisors.

ALTERNATIVES: Do not adopt the resolution at this time and direct staff to address any concerns or questions the Board may have and return the item at a later date.

CHILDREN'S IMPACT STATEMENT:

This section meets one of the following outcome measures for children in Del Norte County:

- ☒ Children ready for and succeeding in school.
- ☒ Children and youth are healthy and preparing for adulthood.
- ☐ Families are economically self-sufficient.
- ☒ Families are safe, stable and nurturing.
- ☒ Communities are safe and provide a high quality of life.
- ☐ No impact to children as a result of this action.

OTHER AGENCY INVOLVEMENT: Health and Human Services, Probation, Recreation, Administration, First 5

SIGNATURE REQUIRED UPON ADOPTION:

BOARD CHAIR

: Yes

RESOLUTION NO. 2015-021

**RESOLUTION OF THE DEL NORTE COUNTY BOARD OF SUPERVISORS TO ENDORSE A
“BILL OF RIGHTS FOR CHILDREN AND YOUTH”**

WHEREAS, a “Bill of Rights for Children and Youth” is a public declaration of support for the rights of children and youth to certain fundamental elements of safety, well-being, education, quality of life and a voice in those matters affecting them; and

WHEREAS, the Board of Supervisors of the County of Del Norte adopted Resolution No. 99-083 “**A Resolution Establishing A Policy Of Commitment To The Agenda and Principles Of A Prosperous, Safe and Healthy Community**” that established and adopted 10 goals one of which was to Empower Our Community By Affirming Safe and Healthy Children, Families and Individuals; and

WHEREAS, the Board of Supervisors of the County of Del Norte adopted year 2007 “The Year of the Child” and again in 2013 in conjunction with California State Association of Counties; and

WHEREAS, these declarations represent support for the rights of all children and youth by the Board of Supervisors when making budgetary decisions in the allocation of funds; and

WHEREAS, during the annual county budget process the County will develop a Children’s Budget that specifies source and funding allocated to children’s programs; and

WHEREAS, it is important to understand purpose, the budget should specify if the program targets prevention, intervention or treatment; and

WHEREAS, the County will collaborate on the development of a Children’s Budget, with organizations and individuals who are not traditionally considered part of the behavioral and public health delivery system but are providers and or stakeholders in multi-faceted community-based and family based programs; and

WHEREAS, prevention services reduce risk and increase protective factors that foster resilience which in turn reduces the high cost of intervention and treatment. Every effort should be made to provide funding and programs that strengthen families and build resiliency in children; and

THEREFORE BE IT RESOLVED, the Del Norte County Board of Supervisors will develop a Children’s Budget as part of its annual budget process that focuses on prevention activities and that the County’s community partners and stakeholders will have ample opportunity to provide input in the preparation of the Children’s Budget on this 14th day of April 2015.

Attest:

David Finigan, Chair
Board of Supervisors
Del Norte County, California

Kylie Heriford
Clerk of the Board of Supervisors

CHILDREN & YOUTH

BILL OF RIGHTS

A Bill of Rights for Children is a public statement that all children and youth in a community are entitled to certain fundamental elements. It reminds policy makers of the needs of children and youth when decisions are made regarding policies, budgets and government practices.

It is now time for the Del Norte County community to join in a public agreement that all children and youth have a right to:

- Grow up to be healthy, productive and successful adults in a community that promotes their well-being through prevention, education and positive direction from their earliest days;
 - A safe, healthy and nurturing environment that includes homes, schools, parks, neighborhoods and communities;
 - Freedom from abuse, neglect and violence in their homes and neighborhoods;
 - Adequate shelter and clothing, and access to nutritious, affordable food;
 - Access to a “health home” and quality, affordable services that includes regular health, behavioral health and dental care;
 - Affordable quality child care, preschool, early learning opportunities and family support services that promote optimum childhood development and school readiness;
 - Educational opportunities that emphasize equity, safety, personal achievement, school success, and meaningful relationships with adults;
 - Read and succeed;
 - Access to a continuum of recreation and enrichment programs that promote physical activities and healthy lifestyles for all children and youth;
 - Access to multiple education and career pathways that offer a wide range of economic and employment opportunities;
 - Opportunities that support youth leadership development, healthy choices, and meaningful involvement in community decision-making;
-
- A sense of hope for their future.

Draft Budget

Child Welfare & Protection

Item#7a
Mtg Date 9/20/2018

Programs	Mandated	Financing Fed, State & other	County Funds	Total Cost	Focus
Adoption Assistance (cash aid))	Y	\$ 2,700,000.00	\$ 600,000.00	\$ 3,300,000.00	Intervention
Adoption Program	Y		\$ 170,000.00	\$ 170,000.00	Intervention
Legal (County Counsel) Svcs	Y	\$ 12,000.00	\$ 3,000.00	\$ 15,000.00	Intervention
AFDC Foster Care Placements	Y	\$ 1,625,358.00	\$ 1,510,904.00	\$ 3,136,262.00	Intervention
Child Welfare Services	Y	\$ 2,705,117.92	\$ 1,299.08	\$ 2,706,417.00	Interv./Prev.
Transitional Housing Placement over 18	Y		\$ 194,208.00	\$ 194,208.00	Interv./Prev.
Transitional Housing Placement FC	Y	\$ 102,960.00	\$ 95,040.00	\$ 198,000.00	Interv./Prev.
Child Welfare & Protection					

Number Children/Families Served
13/14
Annual/Ave/Month

2508/209
33 children/qtr
94 per month
Approx 1,427 (duplicate county unknown), June 2014 (133 Cases); Abuse reports (856); investigated (440)

County fun included in total GF contribution Assistance
 Realignme County fun included in total GF contribution Assistance
 RETURN TO

5 Realignme
 10 Realignme

Draft Budget

Item#7a

Mtg Date 9/20/2018

Visitation Site with Family at FRC space rent to FRC	Y	\$	24,000.00	\$	24,000.00	Intervention
Foster Parent Recruitment Retention		\$	6,633.00	\$	6,633.00	Intervention
Licensing & Oversight of Family Care Homes	Y	\$	117,345.00	\$	117,345.00	Intervention
Juvenile Probation Prgrms	Y	\$	474,794.00	\$	911,034.00	Interv/Treat.
Foster Care Eligibility	Y	\$	74,000.00	\$	74,000.00	Intervention
Foster Family Home Licensing	Y	\$	38,719.00	\$	38,719.00	Intervention
Independent Living Program		\$	47,000.00	\$	47,000.00	Interv/Treat.
CAPIT Incredible Years	Y	\$	92,666.00	\$	92,666.00	Intervention
Expanding Youth Horizons	N	\$	150,000.00	\$	150,000.00	Intervention
Baby Steps	Y	\$	22,000.00	\$	22,000.00	Prevention
D.A. Sexual Assault & Statutory Rape Unit						Interv/Treat.
CHAT (Child Abuse Treatment Program	N	\$	160,305.00	\$	160,305.00	Interv/Treat.
D.A. Victim Witness Services	N	\$	103,281.00	\$	6,297.00	Interv/Treat.

15 families/20 children	28 Homes	28 Homes	66 Juveniles	1306/109	28 Youth	140 children/89 parents	Approx 37/month	26 Parents, 10 children	73 Children thru DA
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Realignment
4 of 11
Realignment
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\$125,702 c
total fundi
SB163 func
Realignment
Realignment
Funded thr
Cal Wks
Grant
Grant

Children's Bill of Rights

for Nevada County, California

Proclaiming our aspirations for all young people in our community regardless of language, culture, ethnicity, gender or gender identity, sexual orientation, economic circumstance, religion, or abilities

All children have the right to ...

- feel safe in homes, schools, neighborhoods, and communities
- basic essentials including nutritious food, housing, clothing, and transportation
- accessible, coordinated, and timely physical, dental, and mental health care
- supportive, nurturing relationships with adults in their lives
- a healthy environment, including clean air and water
- be respected and valued as individuals
- high quality child care and educational settings from birth through independence
- a voice in matters that may affect them
- DREAM BIG, to be challenged, and to live their lives with hope and inspiration.

Created by the COMMUNITY **Support** NETWORK OF NEVADA COUNTY
with the contributions of people of all ages in our community
March 2015



CHILDREN'S



BILL OF RIGHTS

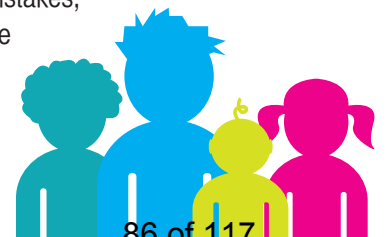
SAN LUIS OBISPO COUNTY

As the adults of San Luis Obispo County... One of our greatest hopes as a community is that our children grow up with healthy minds, bodies and spirits that enable them to maximize their potential.

As endorsers of the Children's Bill of Rights, we collectively pledge to work together toward this vision. May we, together, demonstrate daily that **our youth are our highest priority**, as evidenced by our collective commitment of time, money, sustained effort and unified support. May we cultivate our understanding of child development and use it to nurture, guide, challenge, and encourage our children along their many paths.

As the children and youth of San Luis Obispo County, may we each...

- 1** Live in a stable, comfortable home surrounded by parents, family and other caring adults who nurture us throughout childhood.
- 2** Eat healthy and plentiful meals every day.
- 3** Have the basics for our daily life – clothing, transportation, and supplies for school, outside interests, and activities.
- 4** Be and feel safe, everywhere we go.
- 5** Enjoy daily physical activity and time outdoors.
- 6** Visit a doctor, dentist or counselor when needed to help us stay physically and mentally healthy.
- 7** Learn and master ideas and skills in and out of school that inspire us, help us understand and be ready for our place in the world.
- 8** Explore a variety of experiences – in arts, nature, culture and music – that illuminate the world's natural beauty, richness and human creativity.
- 9** Make and keep healthy relationships with friends.
- 10** Know that adults and peers listen and support us as individuals while we grow, and respect our diverse cultures, backgrounds, circumstances, talents, sparks, and passions.
- 11** Have opportunities to contribute in meaningful ways to our community by voicing our ideas, sharing in decisions and offering service to others.
- 12** Be encouraged to dream big, to grow through challenge and mistakes, and to always live with hope and aspiration.



CHILDREN'S



BILL OF RIGHTS

SAN LUIS OBISPO COUNTY

Youth Should Be a Community's Highest Priority

During the 2011-15 strategic planning process, First 5 San Luis Obispo County kept this goal in mind, and formulated the idea for a SLO County Children's Bill of Rights. After the initial decision, a Steering Committee comprised of adult and youth members alike began constructing the Bill of Rights. Their meetings consisted of discussion on themes, strategies, and other basic aspects of the document, group meetings to provide direction for community input, as well as a final meeting to approve the completed Bill of Rights.

Many local organizations contributed to this effort including:

Collaborative Partners

Early Learning for All (ELFA)
Asset Development Network
San Luis Obispo County Child Abuse Prevention Council
Partnership for Excellence in Family Support
Local Childcare Planning Council
HEAL-SLO
San Luis Obispo County School Nurses
SLO Oral Health Coalition
Oceano and Georgia Brown School Readiness Neighborhood Teams
First 5 Funded Partners
District 24 PTA
San Luis Obispo County United Way Youth Board
YouthWorks Paso Robles
CAPSLO Youth Advisory Group
Boys and Girls Club Keystone Club
Bakari Project
4-H Regional Board
Montessori Children's School San Luis Obispo
Parent Representatives from North and South County
San Luis Obispo County Community Foundation
San Luis Obispo County Office of Education
San Luis Obispo County Administrative Office
South County Family Resource Center
Paso Robles Housing Authority
San Luis Obispo Department of Social Services
San Luis Obispo County Probation Department
Youth in Action South County
Community Action Partnership of San Luis Obispo County

Leading Endorsers

San Luis Obispo County Board of Supervisors
First 5 San Luis Obispo County
Children's Services Network
San Luis Obispo County Board of Education
San Luis Obispo County Health Commission
San Luis Obispo County United Way Youth Board



With their help, and the help of the community, The SLO County Children's Bill of Rights has been created to provide specific rights for children, 0-18, based on their age and developmental status. These rights honor children's value to the community as well as their dignity as fellow individual human beings.

Key Contacts for more information:

First 5 San Luis Obispo County: (805) 781-4058

Asset Development Network:

Sally Rogow (805) 547-9465

Shannon White Bond (805) 782-7272

WHAT WE CAN DO TO IMPLEMENT THESE RIGHTS:

Parents and caregivers can

Build Positive Relationships and Self-Confidence by helping their children develop self-respect and showing them that they enjoy being with them

- Talk with their children about their day
- Acknowledge their accomplishments
- Stay calm when their children are upset so they feel safe

Foster a Love of Learning

- Help their child get a library card and start using it.
- Read or look at books together for at least 15 minutes each day.

Early Childhood Educators can

Encourage Parent Involvement and Support

- Hold parent meetings outside of school hours and provide child care during meetings to allow working parents to participate.

Engage in activities that improve the quality of early learning environments, teacher practices, and curriculum.

- Participate in local professional development and quality support programs

Schools (Pre-K-3) can

Collaborate in the planning for children's school success

- Promote and support expanded investments in high-quality early learning programs that prepare children and their parents for a successful transition to elementary school.

Business leaders can

Advocate for the benefits of preschool and support employees with young children

- Adopt policies and practices to support working parents with young children such as part time schedules, telecommuting, lactation (breast feeding) support, paid sick time, and paid parental leave time.
- Support health & wellness, education, and other services for employee's children and families (e.g., provide workshops on flexible spending accounts, counseling, health services, flu shots for employees and families, and nutrition classes).

WHAT WE CAN DO TO IMPLEMENT THESE RIGHTS:

Support Early Childhood Education

- Meet with state and local officials about the positive long-term effects of high-quality early childhood care and education as a valuable return on investment, helping society, including businesses and the economy (e.g., reduced welfare use, increased incomes and more taxes generated)
- Adopt a preschool site through financial and in-kind support.

Local government and service agency leaders can:

Advocate for policies representing the interests of young children

- Incorporate the values of the Children's Bill of Rights into their organization's Strategic Plan and Quality Improvement processes.
- Create environments that support healthy children and families.
- Encourage the development of community gardens and healthy food choices.

State policy makers can:

Acknowledge the benefits of investing in quality early childhood development

- Support funding for statewide child care or preschool facilities.
- Highlight an issue that affects children in public remarks or constituent newsletters.

Last but not least **YOUTH** can be advocates for utilizing the Rights in policy and decision-making and educating others about their importance.

ALL OF THE ABOVE LINK BACK TO, IMPACT, OR AFFECT THE 12 RIGHTS BY MAKING CHILDREN OUR COMMUNITY'S HIGHEST PRIORITY.

If today's children of all races, ethnicities, and income levels are not adequately prepared, are not well educated, and their health needs are not addressed, they will not have the capacity to contribute productively to the future workforce.

Children's issues are everyone's issues and we see The Children's Bill of Rights for San Luis Obispo County as a lens whereby county residents can share a common vision of **SUCCESS** for all children and youth.

CHILDREN'S BILL OF RIGHTS FOR MERCED COUNTY

PROCLAIMING OUR ASPIRATIONS FOR ALL YOUNG PEOPLE IN OUR COUNTY

KNOWLEDGEABLE AND PREPARED PARENTS AND PRIMARY CAREGIVERS

1. ALL CHILDREN HAVE THE RIGHT TO have parents and caregivers who are prepared and educated to become the "most important persons in the world" to their children.

STABLE AND NURTURING RELATIONSHIPS

2. ALL CHILDREN HAVE THE RIGHT TO have parents and caregivers who recognize and effectively fulfill their responsibilities for nurturing, loving, and supporting their children.

HOME ENVIRONMENTS THAT MAKE LEARNING A PRIORITY

3. ALL CHILDREN HAVE THE RIGHT TO live in stable home environments with routines that prioritize learning and optimal development, including regular healthy meals, enough sleep, support of learning, good hygiene, and plenty of physical activity.

RICH AND MEANINGFUL LIFE EXPERIENCES

4. ALL CHILDREN HAVE THE RIGHT TO participate in varied and meaningful enrichment experiences introducing them to the arts, nature, sciences, and cultures, which demonstrate life's beauty, richness, and human potential.

SAFETY AND FREEDOM FROM ABUSE AND VIOLENCE

5. ALL CHILDREN HAVE THE RIGHT TO live in homes free from mistreatment, abuse, and neglect, and in communities without violence, drug use, and gang influence.

A HEALTHY ENVIRONMENT

6. ALL CHILDREN HAVE THE RIGHT TO live and grow in a healthy environment with clean air and water, affordable healthy foods, and spaces safe for exploring, play, and physical activity.

QUALITY HEALTH CARE

7. ALL CHILDREN HAVE THE RIGHT TO affordable and accessible physical, dental, and mental health care, including early identification and timely services.

EXCEPTIONAL CARE, EDUCATION, AND GUIDANCE

8. ALL CHILDREN HAVE THE RIGHT TO high-quality care, education, and guidance—from their earliest years through young adulthood—that promote achievement, success in life, and a love for lifelong learning.

DREAM BIG!

9. ALL CHILDREN HAVE THE RIGHT TO be encouraged to "dream big", to be challenged, and to live their lives with hope and inspiration.

THE COMMUNITY'S HIGHEST PRIORITY

10. ALL CHILDREN HAVE THE RIGHT TO live in a community that demonstrates daily that all of its children are its #1 priority as evidenced through its commitment of time, money, effort, and unified support.

First 5 Mono Strategic Plan 2019-2024

Introduction

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

Vision

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

Mission

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

Goal

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

Guiding Principals

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

About the Commission

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

First 5 Mono 2019-24 STRATEGIC PLAN

Proposition 10 funds to promote a comprehensive and integrated system of early childhood development services.

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

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

Community Input

Input was gathered in multiple ways with the goal of hearing from parents and community members county-wide. Participants in the planning process were provided a draft 2019-2024 Strategic Plan and the 2014-19 Strategic Plan. Issues considered included:

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

Focus Groups

Five Focus Groups were conducted in November and December at regularly scheduled Peapod Playgroups in the following locations:

- Walker
- Bridgeport
- Mammoth English
- Mammoth Spanish
- Crowley Lake

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

Community Meeting

A community meeting was held November 8th, 2018 in Mammoth Lakes to elicit comments and suggestions from any interested community members unable to attend public hearings at commission meetings due to work. Notice was sent to

our listserv, community partners, and the local newspapers: El Sol, The Sheet, and The Mammoth Times.

Public Hearings

The September and March Commission meetings included a public hearing, giving the public a chance to comment on potential revisions to the strategic plan. For the March meeting, notice was sent to our listserv, community partners, and the local newspapers: El Sol, The Sheet, and The Mammoth Times.

Interviews

Given the lack of input gathered from agency partner in the last strategic plan process, for this 5 year plan we will seek to interview the following county department heads: Social Services, Public Health, and Behavioral Health as well as (TBD).

Written Comments

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

Planning Retreat

On January 17th, 2019, the Commission participated in a planning retreat to review public input, past accomplishments and investments, and current unmet needs with the goals of: 1) identifying potential indicators of success and outcomes; and 2) prioritization of strategies based on commissioners’ identification of need, impact, and available infrastructure.

Evaluation Results

Annual evaluations results from Fiscal Years 2015-2016 and 2016-2017 were available at each focus group, community meeting, and public hearing, as well as posted on our website to help community members formulate suggestions for the strategic plan revision.

Public Hearing on the Revised Plan

First 5 Mono 2019-24 STRATEGIC PLAN

At the March Commission meeting, there was a public hearing on the draft strategic plan and the commission gave direction for the final revision.

Accomplishments

Over the last 18 years, First 5 Mono has offered families home visiting, playgroups, Kindergarten Round Up, and Summer Bridge Programs; and child care providers training, quality improvement assessments, and oral health education for children in their care. First 5 Mono has continued to build partnerships with community agencies, child care providers, the hospital, and schools. Successes since the last Strategic Plan revision include:

- Expanded Services**
 - Annual Birth-to-5 Health and Safety Fair an Mammoth Lakes
 - Preschool services in Bridgeport and Benton
 - Foosteps2brilliance digital literacy application

- Sustained Services**
 - Oral health education & topical fluoride varnish in child care settings.
 - Raising a Reader
 - Childcare quality improvements and maintenance: Improve and Maximize Programs so all Children Thrive (IMPACT).
 - Readers' Theatre: educational productions for child care providers.
 - The Tooth Tutor program is able to provide home visits educating parents about optimal oral health.
 - Topical fluoride varnish provided to children in playgroups.
 - County-wide Peapod Playgroups.
 - Home Visiting.
 - Participation in a Childbirth Education Course at the hospital 2 times a year.
 - Free breastfeeding bags for all moms giving birth at Mammoth Hospital.
 - County-wide school Readiness activities including Kindergarten Round Up, Summer Bridge, and Kindergarten assessments.
 - Annual Birth-to-5 Health and Safety Fairs in Coleville, Bridgeport, Lee Vining and Benton.
 - Distribution of free children's books to Mono County children through First Book.
 - Distribution of free car seats through partnerships with Mammoth Lakes Fire and Police Departments and California Highway Patrol.

First 5 Mono 2019-24 STRATEGIC PLAN

- Distribution of free bike helmets at Birth-to-5 Health and Safety Fairs.
- Funding for a Safe Kids California, Mono Partners coordinator.

**Systems
Building**

- Mammoth Hospital began coordination of Childbirth classes twice a year.
- Supported Sierra Park Pediatrics to implement Ages and Stages Questionnaire (ASQ) developmental screenings.
- First 5 Executive Director became an ASQ trainer.
- First 5 and MCOE staff became certified CLASS observers.
- MCOE staff trained in Child Development Permit professional growth advising.
- Safe Kids coordinator became a Car Seat Technician.
- Mammoth Hospital Auxiliary contributed funds for breastfeeding bags for new moms.
- Created the Childcare Quality System to support coordination of local funding streams.
- Fiscal lead for regional coordination of the Region 6 T & TA Hub for the California Quality Counts work, known at the federal level as Quality Rating Improvement System (QRIS).
- Coordinated with Mono County and Eastern Sierra Unified to fund, open, and operate two new preschools.

**Sustained
Funding
Partners**

- \$40,000 contract with Mono County Behavioral Health to provide Peapod Playgroups (moved to a three-year contract instead of single year).
- \$29,000 a year for three years Child Abuse Prevention, Intervention, and Training grant from the Department of Social Services to provide high-needs home visits for children 0-6 years old.

**New
Funding**

- \$409,112 four-year contract with First 5 California for the IMPACT Regional T & TA Hub
- \$9,625 California Department of Education (CDE) Regional Certification & Certification and Coordination Grants
- \$6,587 CDE Mono-Alpine Infant Toddler Block Grant
- \$4,000 a year for three years Community Based Child Abuse Prevention (CBCAP) grant from the Department of Social Services to provide high-needs home visits for children 0-6 years old.

First 5 Mono 2019-24 STRATEGIC PLAN

- \$1,000,000 Community Development Block Grants to operate two preschools for four years through Mono County.
- Proposition 56 funds for Oral health supplies through Mono County Public Health.

Programs and Objectives

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

FY 2018-19 Funded Programs

1. Home Visiting

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

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

Funded & Conducted by: First 5 Mono and Mono County Social Services

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

Funded by: First 5 Mono and Mono County Social Services

Conducted by: First 5 Mono

Objectives:

- Facilitate parents' role as their child's first and most important teacher
- Provide information on typical child development
- Stimulate child development by providing age appropriate activities
- Increase and support breastfeeding
- Increase and support literacy activities
- Link families to community services, and support access to services

First 5 Mono 2019-24 STRATEGIC PLAN

- Conduct developmental screenings and refer families to early intervention programs for assessment
 - Educate parents on parenting topics like: home safety, discipline, teething, introducing solids, immunizations, nutrition, oral health, and selecting a child care provider
 - Provide culturally competent services in Spanish and English
 - Facilitate optimal family functioning
 - Decrease child abuse and neglect
- c. **Café Mom:** Lactation support provided in a weekly group meeting as participation permits.
Funded by: First 5 Mono
Conducted by: First 5 Mono
Objectives:
- Provide research-based education about breastfeeding
 - Provide peer-support for breastfeeding
- d. **Childbirth Education:** Held at least two times a year for expectant parents
Funded by: First 5 Mono and Mammoth Hospital
Conducted by: First 5 Mono, Mammoth Hospital, and community partners
Objectives:
- Educate families about childbirth, breastfeeding and infant care
 - Prepare families for childbirth, breastfeeding, and infant care
 - Link families for community services available for young children

2. School Readiness

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

- a. **Readers' Theatre:** Skits and book readings in child care facilities, preschools and at story time
Conducted by: First 5 Mono
Objective:

First 5 Mono 2019-24 STRATEGIC PLAN

- Promote early literacy

b. First Book: Free books for Mono County children birth to 5

Funded & conducted by: First 5 Mono

Objectives:

- Increase early literacy opportunities in home environments
- Facilitate positive parent-child interaction
- Increase literacy for young children

c. Raising a Reader:

Funded by: First 5 and Mono County Office of Education

Conducted by: Mono County Libraries

Objectives:

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

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

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

Objectives:

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

e. Kindergarten Assessments: School readiness assessments conducted by school staff.

Funded by: First 5 Mono

Conducted by: ESUSD & MUSD

Objectives:

- Assess incoming students' school readiness
- Identify children's skill development needs at the beginning of kindergarten
- ~~Identify children who are not school ready to refer to the Summer Bridge program~~

First 5 Mono 2019-24 STRATEGIC PLAN

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

Funded by: First 5 Mono

Conducted by: ESUSD & MUSD

Objectives:

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

3. Child Care Quality

Rationale: Many children spend a significant amount of their early years with their childcare provider. Educating child care providers on how to best meet the needs of children in their care helps ensure children will spend their formative years in optimal learning environments. Financial support from First 5 California enables provision of programs that help improve and maintain high-quality child care.

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

Funded by: First 5 California and First 5 Mono

Run by: First 5 Mono

Objectives:

- Increase child care providers' understanding of child development
- Provide support to child care providers for better understanding and improving teacher child interactions
- Increase the quality of child care environments with supports that include coaching, developmental screenings, communities of practice, and professional development

- b. **QRIS Infant Toddler and California State Preschool Block Grants:** Child care provider quality improvement program.

Funded by: California Department of Education

Run by: First 5 Mono

Objectives:

- Assess state preschool sites for quality indicators
- Create an improvement plan for each site
- Track implementation of goals
- Support infant and toddler sites with coaching

- c. **IMPACT Training & Technical Assistance (T & TA) Hub and Certification & Coordination Grants**

First 5 Mono 2019-24 STRATEGIC PLAN

Funded by: First 5 California & the CDE

Run by: First 5 Mono with a contracted coordinator

Objectives:

- Coordinate a regional support system for child care quality
- Coordinate efforts to reduce duplication
- Identify and support regional efficiencies

4. Oral Health

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

Tooth Tutor, Oral Health Outreach and Education

Funded and Conducted by: First 5 Mono

Objectives:

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

5. Family Behavioral Health

Rationale: In such a rural and geographically isolated county, it is easy for families to feel alone. Opportunities for children and their parents are fewer than in more populated areas. To meet the social needs of parents and their children a program was developed.

Peapod Playgroups

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

Conducted by: First 5

Objectives:

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

6. Child Safety

Rationale: There were no agencies in the county focused specifically on child safety prior to the creation of Safe Kids California, Mono Partners. Initially spearheaded by Mammoth Hospital, multiple community agencies met to pursue the formation of a Safe Kids Coalition. No other participating agency had the necessary funding or staff time to conduct coordinating activities. Based on higher than average injury data for Mono & Inyo Counties, and after learning the benefits of such a collaboration, the Commission decided to fund the coordination of a Safe Kids California, Mono Partners group. Now the coordinator's staff time is also supported with County Office of Education funds.

Safe Kids California, Mono Partners

Funded by: First 5 and Mono County Office of Education

Run by: Mono County Office of Education

Objectives:

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

Lessons Learned and Unmet Community Needs

Over the last 5 years, we were tasked to impact the following unmet needs: opportunities to gather, early literacy, and child care availability and quality. To address these needs we offered a new annual gathering, attended partnering agencies' events, supported initiatives with funding, and applied for grants.

To increase the opportunities to gather for families with young children, we began offering an annual Health & Safety Fair in Mammoth Lakes. The event has been a big success with about 350 participants at each event. We also and attended some of Behavioral Health's "Socials" (evening community gatherings) and the Foro Latino (an evening gathering for the Spanish-speaking community). The Commission also continued to provide Peapod Playgroups across the County.

To address child care availability, First 5 Mono applied for CDBG funds through the County and through MCOE for State Preschool funds. Through these efforts and those of partner agencies (the County Office of Education, Eastern Sierra Unified School District, and Mono County) there are now three new preschool classrooms in Mono County. For child care quality, First 5 Mono created the Childcare Quality System to coordinate multiple funding streams and simplify participation for providers. First 5 also sought new funding streams to support local work and consolidation of funding by applying for the CDE QRIS I/T and CSPP Block Grants, for which funding was received.

For early literacy, the County Office of Education spearheaded the footsteps2brilliance literacy program (an app based learning program) with funding support from Mono County and First 5 to improve early literacy. The Commission also continued to invest in Raising a Reader and First Book and encourage literacy through Home Visiting, Peapod Playgroups and School Readiness investments.

TBD

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

Opportunities to Gather

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

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

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

Child Care & Early Learning

~~Parents expressed their need for reliable, affordable, high-quality child care in Mammoth, Bridgeport, Lee Vining, and Walker. This is a need that has existed in Mono~~

First 5 Mono 2019-24 STRATEGIC PLAN

~~County for more than 10 years, and was included in the last Strategic Plan. While there is one center-based child care facility, several home-based providers, and three preschool options in Mammoth, the need remains. Outside Mammoth Lakes and Crowley Lake, there are no licensed childcare providers in the county and parents expressed a need for it.~~

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

~~First 5 Mono receives support from First 5 California to provide training and support for child care quality improvement, but no such funding is available for the creation of childcare or preschool facilities. There is a USDA rural development loan that could help with construction costs, but the Commission would be forced to cease providing most, if not all, its other services to repay such a loan. Alpine County First 5, for example, expends all their funding to operate their childcare center. Thus far, the Commission has opted to focus on community needs for which matching funds can be leveraged.~~

~~Preschool is much the same story. For First 5 to fiscally help support a preschool, other programs would have to fall away. Despite no longer receiving First 5 California school readiness funds, the Commission has continued to fully fund all its school readiness activities. While First 5 does not provide preschool funding, it does fund the Summer Bridge Program, which was expanded to every elementary school in the county to help address school readiness needs.~~

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

Early Literacy

~~Several comment cards asking what community members would like the commission to invest in included suggestions to invest in early literacy. The Commission has invested heavily in early literacy programs, and the Children Now report card for Mono County in 2012-13 reports 71% of young children are read to every day. The same source however, reports only 34% of 3rd-graders were reading at grade level (a common benchmark used to determine literacy). To expand its early literacy programs, the Commission began First Book. Following research that children from homes with more books become better readers, First Book offers children books of their choosing to bring~~

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

Results, Strategies, Indicators, and Outcomes

Definitions

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

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

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

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

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

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

Strategies:

Provide the following county-wide services:

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

Indicators:

- Number and percent of children in households where parents and other family members are receiving child-development and parenting education. (up over 5 years from 41% to 52%, data only includes participants in First 5 programs)
- Number and percent of children 6 months to 5 years old screened for developmental delays. (up over 5 years from 16% to 28%, data issues minimal)

First 5 Mono 2019-24 STRATEGIC PLAN

- Number and percent of children served in 1) home child care settings and 2) child care centers that exhibit moderate to high quality as measured by a quality index. (up over 4 years to from 0 to 8%, no data issues)
- Number and percent of licensed child care providers in Mono County advancing on the Child Development Permit Matrix. (static over 2 years at 0, data only available through sites' participation in First 5 Mono operated Quality Programs)
- Number and percent of licensed center and family child care spaces per 100 children. (down over 5 years from 53% to 30%, no data issues)
- Number and percent of children "ready for school" upon entering Kindergarten. (down over 5 years from 53% to 50%, no data issues)
- Number and percent of children who have ever attended a preschool, Pre-K, or Head Start program by the time of Kindergarten entry. (down over 5 years from 42% to 24%, data issue with very low sample size, addressed in 2017-18 with a kindergarten entry survey)
- Number and percent of children receiving Kindergarten transition support. (down over 5 years from 91% to 67%, no data issues)
- Number and percent of entering Kindergarteners assessed for school readiness prior to entry. (down over 5 years from 80% to 24%, but up to 100% for kindergartners assessed at school entry, no data issues if amended to replace "prior" with "at")

Outcomes:

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

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

Strategies:

Provide the following county-wide services:

- Lactation education and support
- Home Visiting
- Oral health education and support
- School Readiness
- Child care quality
- Peapod Playgroups

Indicators:

- Number and percent of children where breastfeeding is successfully initiated and sustained. (up over 3 years from 89% to 91%, data dependant on Mammoth Hospital and only includes patients from Sierra Park Pediatrics)
- Number and percent of children 0 to 5 years of age who are in the expected range of weight for their height and age, or BMI. (down over 2 years from 78% to 77%, data dependant on Mammoth Hospital and only includes patients from Sierra Park Pediatrics)
- Number and percent of children who regularly access preventive dental care. (up from 15% to 20% over 5 years, data dependant on Mammoth Hospital and only includes patients from Sierra Park Dental)
- Number and percent of children at Kindergarten entry with untreated dental problems. (down over 5 years from 46% to 18%, data issue with low sample size, addressed in 2017-18 with support from MCOE to implement data entry into SCOHR by schools)
- Number and percent of prenatal women who receive dental hygiene education. (down over 5 years from 27% to 19%, data only includes participants in First 5 programs)
- Number and percent of children ages 1 or older who receive annual dental screenings. (static over 3 years at 17%, data dependant on Mammoth Hospital and only includes patients from Sierra Park Pediatrics)
- Number and percent of children in families provided with information about appropriate community services. (up over 5 years from 41% to 46%, data only includes participants in First 5 programs)

Outcomes:

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

Financial Plan

As of July 1, 2018, the First 5 Mono County Children and Families trust fund had an ending fund balance of \$860,755. All of these funds have already been assigned to programs and services for children and families in the fiscal year 2018-19 and beyond. The challenge becomes how to manage the remaining resources, and new funds allocated to Mono County through the Prop 10 system, in a way that allows the strategies described in this plan to be successfully implemented and sustained for long enough to allow measurable improvements in the well-being of young children.

The State Commission has been providing an annual augmentation to support small county operations, which has allowed the Commission to free up tax revenues for programs. The rationale for this allocation was to address the administrative burden on small counties, who must use a proportionately greater share of their tax revenues to provide basic operations, including administrative services, planning, outreach, and evaluation. Currently, First 5 Mono County receives a baseline Small County Augmentation that augments prop 10 funds to reach a baseline of \$350,000—an amount determined by a 3 year average of births to County residents. The State Commission has committed to continuing these augmentations, through FY 2020-2021 for eligible counties, which includes Mono County. The state commission is currently reexamining its Small County Augmentation calculation and commitment.

In August of 2008 the Commission established a policy to set a minimum fund balance of no less than one year's current revenue thus allowing the commission to sustain program operations or close them out, should it be necessary. Revenues continue to decrease due to an approximate 3% annual decline in tobacco tax revenue. Current annual revenue projections from tobacco tax and Small County Augmentations are: \$350,000. Using the current annual revenue (\$350,000), the threshold set in 2008 is predicted to be crossed late in FY 2021-22 assuming Small County Augmentations drop to \$300,000 in FY 2021-22 due to our County's declining birthrate.

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

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

First 5 Mono 2019-24 STRATEGIC PLAN

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

In compliance with state law, First 5 monies will be used only to supplement existing levels of service and/or create new services, and not to fund existing levels of service. No monies from the Children and Families Trust Fund will be used to supplant state or local General Fund money for any purpose. During the next five years (beginning in July 2019), the Commission will dedicate funds aligning with the objectives of this strategic plan, using the following estimated guidelines:

Strategic Objective	5-Year Investment <u>TBD based on 2018-19 Fiscal Plan</u>	Percent of 5-year Investment
1. Home visiting services	\$676,845	34%
2. School readiness services	\$394,210	19%
3. Child Care Quality	\$177,000	9%
4. Oral health services	\$18,500	1%
5. Family Behavioral Health	\$150,000	7%
6. Child Safety	\$32,000	2%
7. Commission Operations/Support* <ul style="list-style-type: none"> Administrative costs – not to exceed 20% of total operations budget Program – varies, approximately 7% annually Evaluation varies, approximately 3% annually Misc.(county counsel and audit) 	\$316,740 (16%) \$158,370 (8%) \$52,790 (3%) \$35,000 (2%)	28%
*Commission Operations/Support costs are categorized as Administrative, Program, and Evaluation Costs, consistent with the definition of these functions as defined in the First 5 Financial Management Guide. The percent of administrative costs that may be spent on administrative functions in a fiscal year shall be no more than 20% of the Mono Commission's total operating budget.		
Total	\$2016,455	

First 5 Mono 2019-24 STRATEGIC PLAN

Summary

TBD

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

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

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

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

**Compiled comments from all Focus Groups
What participants like about First 5 programs:**

TBD

Peapod

- ~~Socialization with kids same age (7)~~
- ~~Safe indoor space to play—especially in the winter (5)~~
- ~~Child looks forward to (4)~~
- ~~Socialization with other parents (4)~~

- ~~Forming friendships (3)~~
- ~~Learn about the community (2)~~
- ~~No Charge (2)~~
- ~~In-community services (2)~~
- ~~Decreases isolation~~
- ~~Beneficial and necessary~~
- ~~Family oriented~~
- ~~Learning & education~~

First 5 Mono 2019-24 STRATEGIC PLAN

- ~~Helpful~~
- ~~Vent frustrations & triumphs~~
- ~~Not having to commit~~
- ~~Speakers~~
- ~~Parent-child interaction~~
- ~~Art projects~~
- ~~Toys~~
- ~~Ideas about parenting topics~~

~~Home Visiting~~

- ~~Support, reassurance (3)~~
- ~~normalization of parenting (2)~~
- ~~learning about positive reinforcement~~
- ~~non-judgmental~~
- ~~Early identification of special needs~~

- ~~Someone coming to the house for support~~

- ~~Really care about my child~~

~~Café Mom~~

- ~~Good for newborns (2)~~

~~Round Up~~

- ~~Get excited about Kindergarten~~

~~Story Hour~~

- ~~Good resource~~

~~Tiny Toes~~

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

Participants' biggest challenges are:

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

~~Peapod~~

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

Participants' memorable experiences in First 5 programs are:

~~Peapod~~

- ~~Leader is the reason mom put son in preschool (2)~~
- ~~Parachute (2)~~
- ~~When there were a lot of kids (2)~~
- ~~Connections with other parents, friendships~~

- ~~Interaction for caregivers~~
- ~~Nature bracelets (tape bracelets with objects from nature stuck on them)~~
- ~~Leader provides activity ideas~~
- ~~Halloween party (32 kids!)~~
- ~~Organized activities-peapod~~

First 5 Mono 2019-24 STRATEGIC PLAN

- ~~Songs~~
- ~~Socialization~~
- ~~Arts & crafts~~

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

~~Other programs~~

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

~~Home Visiting~~

What would you change to make the programs better?

~~Peapod~~

- ~~More frequent groups, (6)~~
 - ~~Suggestions: year round- Longer groups, more times a week~~
- ~~Open enrollment (2)~~
- ~~Do measuring activities, cooking (2)~~
- ~~Have 2 groups separated by age (2)~~
- ~~More participation from dads- playgroups & home visiting (2)~~
- ~~Permanent facility (2)~~
- ~~Better communication about programs~~
- ~~Help getting more attendance~~
- ~~More manpower & advertising~~
- ~~Don't allow everybody-peapod~~
- ~~Pumpkin decorating activity~~
- ~~Visit community places, like fire stations, once a month~~

Community needs participants feel families face are:

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

“Invest In....” Cards

Themes:

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

Other topics:

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

Appendix 2: Description of Mono County

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

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

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

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

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

Appendix 3: Committees and Collaborations

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

Breastfeeding Taskforce

Coordination: Mono County Women Infants and Children (WIC)

Purpose: Planning for breastfeeding support in Mono County

Members from the following agencies:

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

Child Abuse Prevention Council

Coordination: Mono County Office of Education

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

Members from the following agencies:

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

Child Care Planning Council

Coordination: Inyo Mono Advocates for Community Action (IMACA)

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

Members from the following agencies:

- First 5 Mono
- Mammoth Kids Corner
- Mono County Health Dept.
- Mono County Office of Education
- Mono County Social Services Dept.
- Parents/consumers of child care

Inter-agency Coordinating Council

Coordination: Mono County Office of Education

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

Members from the following agencies:

- First 5 Mono
- IMACA
- Kern Regional Center
- Mammoth Hospital
- Mono County Health Dept.
- Mono County Behavioral Health Dept.
- Mono County Office of Education
- Mono County Social Services Dept.

First 5 Mono 2019-24 STRATEGIC PLAN

Oral Health Taskforce

Coordination: Mono County Health Department

Purpose: Planning for improvement of oral health in Mono County

Members from the following agencies:

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

Safe Kids California, Mono Partners

Coordination: Mono County Office of Education

Purpose: Planning for improvement of child safety in Mono County

Members from the following agencies:

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

First 5 Mono Children and Families Commission

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

Members from following agencies:

- Mammoth Lakes Housing
- Mono County Behavioral Health
- Mono County Board of Supervisors
- Lee Vining Schools
- Sierra Park Pediatrics
- Mono County Public Health
- Mono County Office of Education

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Accrual Basis

First 5 Mono County
Profit & Loss Budget vs. Actual
July 2018 through June 2019

	Jul '18 - Jun 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Prop 10 Tax Revenue	0.00	85,191.00	-85,191.00	0.0%
Small County Augmentation	0.00	264,809.00	-264,809.00	0.0%
SMIF (Surplus Money Inv Fund)	0.00	65.00	-65.00	0.0%
IMPACT	0.00	83,462.00	-83,462.00	0.0%
Region 6 T&TA Hub	0.00	130,059.00	-130,059.00	0.0%
CDBG Administration	0.00	5,000.00	-5,000.00	0.0%
CDBG	0.00	40,000.00	-40,000.00	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%
Misc Inc	0.00	1,000.00	-1,000.00	0.0%
Interest on F5 Mono Fund Bal	0.00	8,995.00	-8,995.00	0.0%
Total Income	0.00	691,581.00	-691,581.00	0.0%
Gross Profit	0.00	691,581.00	-691,581.00	0.0%
Expense				
Home Visiting (Resource 9037)	24,640.58	170,330.00	-145,689.42	14.5%
School Readiness (Resource9310)	3,546.60	86,853.00	-83,306.40	4.1%
Peapod (Resource 9039)	6,154.66	40,000.00	-33,845.34	15.4%
Child Care Quality	17,934.07	224,021.00	-206,086.93	8.0%
Oral Health (Resource 9038)	387.75	4,370.00	-3,982.25	8.9%
Safe Kids Coalition	0.00	7,000.00	-7,000.00	0.0%
CDBG Admin Expense	0.00	5,000.00	-5,000.00	0.0%
CDBG-ESUSD	0.00	40,000.00	-40,000.00	0.0%
Evaluation	0.00	1,500.00	-1,500.00	0.0%
F5 Operations	16,952.67	108,485.00	-91,532.33	15.6%
Miscellaneous	7,163.00	10,163.00	-3,000.00	70.5%
Total Expense	76,779.33	697,722.00	-620,942.67	11.0%
Net Ordinary Income	-76,779.33	-6,141.00	-70,638.33	1,250.3%
Net Income	-76,779.33	-6,141.00	-70,638.33	1,250.3%