



Commission Meeting

AGENDA

September 19, 2019, 2:30-4:30 p.m.

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

1. **Public Comment** Members of the public are given the opportunity to address the Commission on items of interest and within the jurisdiction of the Commission as such items are discussed. This time is allowed for public input on any item not on the agenda. Time may be limited, depending on the number of speakers and items of business.
2. **Minutes** Consideration of minutes for the June 20, 2019 Commission meeting. **(ACTION)**
3. **Commissioner Reports** Commissioners may report about various matters; however, there will be no discussion except to ask questions. No action will be taken unless listed on a subsequent agenda. **(INFORMATION)**
4. **Director Report** This information may be reported elsewhere on agenda. **(INFORMATION)**
5. **Commissioner Updates**

Updates on Commissioner resignations and appointments.

 - a. Commissioner Jimenez resigned as she no longer fits the category under which she served. Recognize Commissioner Jimenez's service on the First 5 Commission. **(INFORMATION)**
 - b. An appointment request was submitted to the Board of Supervisors for the appointment of Michelle Raust to the First 5 Commission for their October 1st meeting. Ms. Raust is a Program Manager at the Department of Social Services. **(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.*

For Region 6 Training & Technical Assistance (T&TA) Hub Operations:

Revenue

 - a. **Certification and Coordination Grant:** with the California Department of Education (CDE) not to exceed **\$2,625** to First 5 Mono for the provision of coordination for the Region 6 T & TA Hub from July 1, 2019 to September 30, 2020. **(ACTION)**

Expenses

 - b. **Early Learning Needs Assessment Tool Agreement:** with American Institutes for Research in the amount of **\$3,200** for access to the database for Regional IMPACT T&TA Hub research purposes in FY 2019-20 including any County Counsel approved changes. **(ACTION)**
 - c. **Teachstone Agreement:** with Teachstone Training LLC in the amount of **\$5,379** for the provision of CLASS (a teacher-child interaction tool) related services and materials for September 1, 2019 to September 1, 2020 including any County Counsel approved changes. **(ACTION)**

- d. **Becky Keigan and Associates Agreement:** with Becky Keigan and Associates not to exceed **\$12,547** for the provision of Provider Learning Institutes in Alpine, Mono, and Inyo Counties including any County Counsel approved changes. **(ACTION)**

For First 5 Mono Events:

No fiscal impact

- e. **Town of Mammoth Lakes Facilities Use Agreement:** For access to the Town of Mammoth Lakes facilities for Peapod Playgroups and the Health & Safety Fair in FY 2019-20. **(ACTION)**

- 7. **Home Visiting Program Name** Staff will ask Commission for feedback on the name for the new home visiting program, options include keeping the existing names—Welcome Baby & Parenting Partners—or changing to Parents as Teachers to reflect implementation of the evidence based model. **(ACTION)**
- 8. **Mammoth Lakes Child Care Center Update** Commissioner Adler will share updates on the Mono County Office of Education plan for a childcare center in Mammoth Lakes. **(INFORMATION)**
- 9. **Five Year Fiscal Plans** Commission will review and consider approving the Five Year Fiscal Plans. **(ACTION)**
 - a. FY 2018-19
 - b. FY 2019-20 with adopted budget **or** FY 2019-20 with proposed budget
- 10. **Program Updates** Staff and Commissioners will report on the following programs. **(INFORMATION)**

Commission-run Programs

 - a. *Child Care Quality: IMPACT & QRIS Programs*
 - b. *Quality Counts California Region 6 Hub*
 - c. *Home Visiting*
 - d. *Breastfeeding Promotion and Outreach*
 - e. *Peapod Playgroups (Prop. 63 MHSA)*
 - f. *School Readiness Activities & CDBG Grant*
- 11. **2018-19 End-of-Year Budget** Staff will report on the final expenses and revenue for FY 18-19. **(INFORMATION)**
- 12. **2019-20 Budget Update** Commission will review and consider approving the proposed FY 2019-2020 budget update. **(ACTION)**
- 13. **Year-to-Date Budget** Staff will report on the First 5 Mono Revenue and Expenditures-to-date. **(INFORMATION)**

Next Commission Meeting: December 19, 2019, 2:30 p.m. – 4:30 p.m., Mono County Office of Education Conference Room, 451 Sierra Park Road, Mammoth Lakes, CA

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).



Minutes

Regular Commission Meeting

Thursday, June 20, 2019, 2:30-4:30 pm

Mono County Office of Education Conference Room, 451 Sierra Park Rd, Mammoth Lakes, CA 93546

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

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

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

1. Public Comment

No public comment

2. Minutes (ACTION)

ACTION: Commissioners to approve the May 16, 2019 minutes.

MOTION: Commissioner Boo

SECOND: Commissioner Gardner

VOTE: Unanimous

ABSTENTIONS: None

3. Commissioner Reports (INFORMATION)

Commissioner Robertson reports she and her family attended the Health and Safety Fair on June 9 at Shady Rest, participating in vision checks and guitar music. At a Mono County Planning Commission meeting, it was expressed that the new housing development at the Tioga Mart may include a childcare center, a hotel and workforce housing.

Commissioner Boo reports mutual interest with Commissioner Collins in the new California vaccine legislature.

Commissioner Collins reports that the hospital is talking to the mountain about possible collaboration for a childcare facility.

Commissioner Adler reports that MCOE was awarded Cohort O Tier 1 tobacco use prevention competitive grant to help get rid of vaping; there was a presentation at ESCOG meeting to attempt a regional flavor ban. MCOE received funding in conjunction with San Bernardino and Inyo County, for \$25,000 for the 19/20 school year funding for the inclusion preschool classroom and received state

preschool expansion grant to help offset the cost. MCOE and libraries started a podcast to promote Mono County, Literacy and Adventures called Oxygen Starved; the Instagram page is called O2Starved.

Commissioner Gardner expresses need for political advocacy regarding the tobacco/vaping epidemic; Mono Board of Supervisors enacted a full flavor tobacco ban which goes into effect in October. Ms. DesBaillets is recognized in her efforts in good strategic planning resulting in receiving county funds for expansion of the Home Visiting Program.

4. Director Report (INFORMATION)

Ms. DesBaillets recognizes entire Commission in their advocacy and support provided especially Commissioner Gardner for work with his peers leading to \$150,000 contribution from the county. Ms. DesBaillets expresses gratitude toward the current Commission regarding the attention in bettering the lives of families with children.

Ms. Des Baillets reports Governor Newsom's budget's inclusion of more paid family leave, more preschool slots and the combining of state preschool and Transitional Kindergarten to reduce some bureaucratic requirements. Ms. DesBaillets calls this advocacy and support in the state an exciting time.

Ms. DesBaillets reports back about *Job Killer Bill* terminology and has reached out to First 5 California and First 5 Association requesting counter terminology.

Commissioner Gardner recognizes supplemental resources are necessary to meet the need of First 5. The County's contribution and rearranging of funds is a mindset change.

5. Election of Officers for FY 2019-20 (ACTION)

ACTION: Commissioners to approve Officer Positions of Bob Gardner as Chair, Stacey Adler as Vice-Chair and, Jeanne Sassin as Secretary for FY 2019-20.

MOTION: Commissioner Boo

SECOND: Commissioner Collins

VOTE: Unanimous

ABSTENTIONS: None

6. Meeting Schedule for FY 2019-20 (ACTION)

ACTION: Commissioners to approve the meeting schedule for FY 2019-20.

MOTION: Commissioner Adler

SECOND: Commissioner Jimenez

VOTE: Unanimous

ABSTENTIONS: None

7. Contractual Agreements (ACTION)

The Commission determines the subject matter of the proposed agreements is consistent with the Commission's strategic plan and fiscal plan.

a. Independent Fiscal Audit: with Christy White Inc. not to exceed **\$18,829** for the provision of independent fiscal audits for FYs 2018-19, 2019-20 and 2020-21.

(ACTION)

b. **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 2019-20 to be conducted in the summer of 2019. **(ACTION)**

c. **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 2019-20. **(ACTION)**

ACTION: Commissioners to approve authorization and signature of contractual agreements a through c.

MOTION: Commissioner Boo

SECOND: Commissioner Adler

VOTE: Unanimous

ABSTENTIONS: None

8. First 5 CA Annual Report FY 2017-18 (PUBLIC HEARING)

Ms. DesBaillets highlights First 5 CA Strategic Plan. First 5 California wants to expand voluntary Home Visiting Programs. First 5 CA Legislation is seeking to increase the number of families eligible to receive childcare subsidies by raising the qualifying income from 70 to 85 percent of state median income as well as advocating for more maternity and paternity leave. Ms. DesBaillets reports it has been actualized in the budget that every child should have a parent 5.5 months off work following a birth. There are several budget inclusions to increase preschool slots. At the state level, attempts to use a collective impact model for ACEs by bringing entities together to determine a productive way to administer ACEs Test is considered.

9. Mammoth Lakes Child Care Update (INFORMATION)

Commissioner Adler reports she has upcoming meetings to discuss childcare issue. The idea of using the Early Start Building and Mammoth Lakes Community Center for childcare campuses has been expressed. MCOE has over \$95,000 in DIF funds, funding from a \$25,000 grant and, a state grant opportunity for inclusive preschools which offers up to \$500,000. The application for the inclusive preschool grant is due September 28, all of which could be used for renovation purposes. MCOE has submitted their intent to apply; these funds cannot cover salaries. Commissioner Adler reports she is willing to take the lead but needs help from local agencies. Commissioner Collins asks how many slots could be filled and expresses issue of staffing the facility, Ms. DesBaillets reports about 75 children and 12 to 15 teachers. Ms. DesBaillets reports a community college job fair facilitated a conversation with the career advisor, Kim Blackwell who reviewed high school students' access to Early Childhood Education classes; High School students are now approved to take ECE classes to qualify as classroom aides when they graduate. Discussion of salaries with mention of the idea of subsidized funding to supplement provider wages. Commissioner Robertson reports that CDBG funding could cover an income survey. Ms. DesBaillets is actively working with the county group to ensure every child is counted; CENSUS 2020 underreports children when parents think they don't need to count their babies or the possibility that a separated

parent is already claiming the child. Ms. DesBaillets awaits a block by block map of CENSUS data and will share once it's available.

10. 2019-24 Strategic Plan (PUBLIC HEARING)

Ms. DesBaillets reports Strategic Plan is a track changes document using comprehensive and up-to-date changes; the changes and indicators should be easier to track. Ms. DesBaillets reports adding in a support category in the fiscal plan to include a budget item for Systems Building, this is something the state is starting to ask county commission about. Ranks/Programs Change #1 remains Home Visiting, #2 remains Family Behavioral Health and, #3 changed from School Readiness to Child Care Quality reflecting the state funding we are allowed to draw down from and Child Care Quality is more research and evidenced based. A request from Commissioner Robertson for 0-5 Resources is complete and included in the appendices.

An example is discussed where city funds funded Breckenridge childcare facilities by raising revenue.

Inclusion of children's diet and meeting families where they are is discussed.

11. Program Updates (INFORMATION)

- a. *Child Care Quality Coordinator: IMPACT Program:* Annaliesa Calhoun reports three new providers opted to become publically rated for assessment and observation. 11 out of 15 local providers are publically rated and the majority of our providers are a Tier 4 and three are Tier 3. Ms. DesBaillets congratulates Annaliesa for becoming a Coach with First 5 CA. Ms. DesBaillets reports that the Teacher Child Interaction Tool most greatly impacts child outcomes.
- b. *Quality Counts California Region 6 HUB:* Began to fund Communities of Practice. There are coaches in Inyo and Mono County working with providers. This is a mechanism to discuss practices and be mutually supportive as well as conduct assessments and rating of site.
- c. *Home Visiting:* The shift with the funding will be offered to model Fidelity. This is more paperwork as well as offering twice the amount of visits. Families will receive one monthly Home Visit for two years and families with multiple stressors, two visits per month for two years. Ms. DesBaillets plans to hire staff to accommodate the increase in services. Emphasis placed on assessing/screening children within 90 days of program entry as well as focusing on family goals. All Home Visitors are trained by Parents as Teachers with model implementation with First 5 funds.
- d. *Breastfeeding Promotion:* Café Mom is a group of approximately 5-7 moms who meet even if Debbie Riffel can't be there. We continue to teach the Breast Feeding portion of the Child Birth Educations Classes at the hospital which enables new parents to sign up for Home Visiting.
- e. *Peapod Playgroups:* Walker and Bridgeport Peapod groups are running again with Tajia Hammack as the leader for both. Bridgeport enjoys a School Readiness focused group while Walker prefers emphasis on Behavioral Health. Father involvement within the group continues to increase and is almost equal to mother participation.
- f. *School Readiness Activities & CDBG Grant:* Summer Bridge dates have been scheduled. An agenda item will be noted in an upcoming meeting to discuss the future of our Bridge Programs.

Ms. DesBaillets reports one more year of funding for Bridgeport and Benton and with only one student in Benton this year does not anticipate reapplying. CDBG application date for 20/21-21/22 school years is approaching. Ms. DesBaillets shares Health & Safety Fair attendance and pictures.

---PUBLIC HEARING ENDS 3:47 pm---

12. 2019-24 Strategic Plan (ACTION)

ACTION: Commissioners to approve 2019-2024 Strategic Plan

MOTION: Commissioner Robertson

SECOND: Commissioner Adler

VOTE: Unanimous

ABSTENTIONS: None

13. 2019-20 Budget (ACTION)

Budget update includes monetary amounts for the contracts listed above and other minor updates.
(with \$150,000 from County)

ACTION: Commissioners to approve the budget update.

MOTION: Commissioner Adler

SECOND: Commissioner Boo

VOTE: Unanimous

ABSTENTIONS: None

14. Year to Date Budget (INFORMATION)

Ms. Johnson reports wrapping up the final quarter for the Fiscal Year. T&TA Hub funds are not received; First 5 CA staffing changes caused this delay. Funds should arrive next week. Safe Kids endorsement completed \$7000 budget.

Meeting adjourned at 3:54 pm.

The Commission's next meeting is scheduled for September 19, 2019, 2:30-4:30 pm, at the Mono County Office of Education Conference Room, 451 Sierra Park Road, Mammoth Lakes, CA.

September 4, 2019

Bob Gardner
Commission Chair
Mono County Board of
Supervisors

Dear Ms. Dutcher;

Stacey Adler, PhD
Commission Vice-Chair
Mono County Superintendent of
Schools

I would like to request the \$150,000 in funds allocated for First 5 Home Visiting for the period of July 1, 2019 to June 30, 2020 be transferred to the First 5 account. The funds will be used to double the number and duration of home visits and begin implementing our Home Visiting program to the Parents As Teachers evidence based model.

Jeanne Sassin
Commission Secretary
Teacher
Lee Vining Elementary School

The new implementation to model fidelity made possible by the County contribution to the program will ensure achievement of outcomes associated with the Parents As Teachers model which, according to over a dozen independent outcome studies, include:

Dr. Tom Boo
Mono County Health Officer

Dr. Kristin Collins
Pediatrician
Mammoth Hospital

Bertha Jimenez
Case Manager III
Mono County Behavioral Health

Patricia Robertson
Grant and Financial Associate
Mammoth Lakes Housing

- Children's developmental delays and health problems are detected early
- Children enter kindergarten ready to learn and the achievement gap is narrowed
- Children achieve school success into the elementary grades
- Parents improve their parenting knowledge and skills
- Parents are more involved in their children's schooling
- Families are more likely to promote children's language and literacy
- Child abuse and neglect is prevented

Should you need anything further from me, please do not hesitate to reach out.

Respectfully,



Molly DesBaillets
Executive Director, First 5 Mono

Molly DesBaillets, MA
Executive Director

Providing leadership in sustaining a network of support for all children, ages 0 through 5 years, and their families. Partnering with the community to improve outcomes in children's health, safety and learning.

Grant Award Notification

GRANTEE NAME AND ADDRESS Mono County Children and Families Commission 365 Sierra Park Road, Building M Box 130 Mammoth Lakes, CA 93546	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	19	14130 14092	26800	02 01
Attention Molly DesBaillets, Executive Director	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office	Resource Code		Revenue Object	26
Telephone 760-924-7626	5035		8290	INDEX

Name of Grant Program Quality Counts California Regional Certification and Coordination Grant	0656
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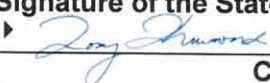
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$1,750 \$875		\$2,625		07/01/2019	09/30/2020
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
93.575	G1901CACCDD G2001CACCDD	Child Care and Development Fund			USDHHS	

I am pleased to inform you that you have been funded for the Quality Counts California Regional Certification and Coordination Grant for fiscal year 2019–20.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) within 10 days to:

Helen Toy, Staff Services Analyst
Early Education and Support Division
California Department of Education
1430 N Street, Suite 3410
Sacramento, CA 95814-5901

California Department of Education Contact Helen Toy	Job Title Staff Services Analyst
E-mail Address htoy@cde.ca.gov	Telephone 916-324-8296
Signature of the State Superintendent of Public Instruction or Designee 	Date August 12, 2019

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
E-mail Address	Telephone
Signature ▶	Date

Grant Award Notification (Continued)

Assurances and Certifications

The following Assurances and Certifications are requirements of applicants and grantees as a condition of receiving funds. Applicants do not need to sign and return the general assurances and certification; instead, they must download them from the California Department of Education (CDE) Funding Forms web page at <http://www.cde.ca.gov/fg/fo/fm/ff.asp> and keep them on file to be available for compliance reviews, complaint investigations, or audits.

Fiscal Issues:

- Applicants agree to follow any applicable federal or state law relating to this grant and will meet all fiscal and auditing standards required by the CDE.

- Any consortium receiving the Quality Counts California Regional Certification and Coordination Grant funds is required to use the funds only for the intended purposes of this grant.

- Payment schedule is as follows:

Upon receipt of the signed GAN	40 percent
December 2019	25 percent
April 2020	25 percent
December 2020	10 percent (final payment)

- Four expenditure reports are required. The reporting period due dates are as follows:

Reporting Period

July 1, 2019 – October 31, 2019
November 1, 2019 – February 29, 2020
March 1, 2020 – June 30, 2020
July 1, 2020 – September 30, 2020

Due to the CDE by:

November 29, 2019
March 30, 2020
July 31, 2020
October 30, 2020

- Upon receipt of the close-out expenditure report, which should reflect expenditures of the entire grant award amount, the final 10 percent will be paid. If there are expenditures that do not equal the remaining 10 percent, the grantee will be reimbursed for only the balance of expenditures beyond the initial 90 percent as reflected on the final report. The total amount of **all** expenditures cannot exceed the grant award amount. If the reports reflect any unspent funds of the original 90 percent advanced, the CDE may invoice for any remaining unspent balance.

American Institutes for Research SUBSCRIPTION SERVICE AGREEMENT

THIS Subscription Service Agreement (this "Agreement") is made as of the Effective Date _____ ("Date of Execution") by and between American Institutes for Research ("AIR") and First 5 Mono (First 5 IMPACT hub) ("Customer"). AIR and Customer hereby agree that the following terms and conditions will apply to the services and tool provided by AIR to Customer.

CUSTOMER AND USER. The term "Customer" shall mean the individual or legal entity identified to AIR in this Agreement. The term "User" and "Users" shall mean an individual, and if the Customer is representing a business, the term shall also encompass its employees or agents, who access the Service as offered herein by AIR.

1. IDENTITY OF SELLER. The Seller is identified as follows:

Name:	American Institutes for Research (AIR)
Address/City/State/Zip:	1000 Thomas Jefferson St, NW, Washington, DC 20007
Point of Contact:	Joseph Wagner, Vice President, Contracts, Grants, and Procurements
Telephone Number:	(202) 403-5292
E-mail Address:	jwagner@air.org

IDENTITY OF CUSTOMER. The Customer is identified as follows:

Name:	Molly DesBaillets
Address/City/State/Zip:	PO Box 130, Mammoth Lakes, CA 93541
Point of Contact:	Molly DesBaillets
Telephone Number:	760-924-7626
E-mail Address:	mdesbaillets@monocoe.org

2. **SERVICES TO BE PERFORMED.** AIR will provide the Customer with the use of the American Institutes for Research web-based tool, the Early Learning Needs Assessment Tool (ELNAT), consisting of a browser interface, data transmission, available data access, and data storage (the "Service"). The Customer's signup and registration for, or use of, the Service shall be deemed to be agreement by the Customer to abide by all the terms and conditions of this Agreement. All employees within all consortia lead agencies may access the ELNAT. One username and password will be provided for all employees in these agencies.
3. **SERVICES ACCESS AND AVAILABILITY.** The Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Service, and for paying all third-party access charges incurred while using the Service.
4. **TERMS OF PAYMENT.** The annual Implementation Service Fee is due upon execution of this Agreement. The Service includes access to the ELNAT at www.elneedsassessment.org for twelve months for Customer and its Users. The service fee is payable in United States dollars and is non-refundable. Upon the expiration of the twelve month period from the Date of Execution of this Agreement or Customer's first access to the ELNAT for the purpose agreed by the Parties under this Agreement, whichever date is earlier, Customer shall remit payment to AIR for its continued use of the ELNAT for subsequent annual (twelve-month) subscription period(s). In the event Customer does not timely remit full payment for any subsequent subscription period(s), it shall immediately cease and cause its Users to cease access to the ELNAT website; stop all transmission of data from and access to data associated with the ELNAT; destroy all data its Users stored, transmitted, or otherwise maintain access to or that are in the possession of others to whom Customer transmitted ELNAT data obtained in the course of its use of the ELNAT, whether in electronic form or hardcopy.
5. **PERIOD OF PERFORMANCE:** Date of Execution through 12 months following.
6. **PROPRIETARY TOOL AND LICENSE.** Customer acknowledges, and agrees, that the Service uses a proprietary tool (the "Software") owned by AIR, and the Customer is being granted an individual, limited, non-exclusive, non-transferable license to use the Tool subject to the terms and conditions of this Agreement. The Customer acknowledges, and agrees, that the Customer, its employees and agents, are expressly prohibited, directly or indirectly, from attempting to discover the source code, underlying algorithms, or

technology of the Software; renting, leasing, selling, assigning, or transferring rights to the Software; modifying or making derivative works based on the Software; or using the Software in any service bureau or timeshare capacity. The Customer may distribute portions of information internally within it and its wholly-owned affiliates, and may incorporate limited portions, extracts, abstracts or summaries thereof into analyses or presentations made available to its clients as long as AIR is identified as a source of information. Customers and users agree not to share their username and login with any organization outside of consortia lead agencies in the region. The username and login shall not be provided to other community partners. Customer is prohibited from reselling the data contained in the tool and from selling services based on the use of the tool data without the prior written consent of AIR, including determination of reasonable fee-sharing amounts to be paid to AIR for any commercial sales or services involving the tool data. AIR must review and give prior approval of Customer publication(s) containing ELNAT data or other tool information for placement and sizing of AIR logos and references to AIR and ELNAT as requested by AIR for tool data or information included in Customer publications. The Customer acknowledges, and agrees, that AIR retains exclusive ownership throughout the world of its Tool, including portions or copies, and all rights not expressly granted to the Customer are reserved by AIR. AIR Early Learning Needs Assessment Tool must be listed as the data source whenever data is presented.

7. **INDEMNIFICATION.** Both parties shall defend, indemnify and hold harmless the other party against any and all liability, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any property occurring in connection with or in any way incident to or arising out of either party's occupancy, use, operation, or performance of work hereunder, resulting in whole or in part from the acts or omissions of the indemnifying party or its Personnel. The indemnified party shall promptly notify, in writing, the indemnifying party of any such claim or suit and shall cooperate fully with the indemnifying party in the defense and/or settlement thereof.
8. **TERMINATION.** Either party may terminate this Subscription Agreement prior to the end of the Subscription Term effective thirty days from delivery of written notice of termination by the other party. Upon termination of the Subscription Service Agreement for any reason, the Customer, and all Users accessing the Service using the Customer account, will immediately be denied access to the Service.
9. **NON-WAIVER.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
10. **HOW NOTICES SHALL BE GIVEN.** Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
11. **OWNERSHIP.** AIR is the sole and exclusive owner of the Products and Services, and all Intellectual Property Rights therein. Except for the limited license granted herein in Section 6 the Customer acquires no rights therein.
12. **RESTRICTION.** Purchaser shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize, share user names and/or passwords or otherwise transfer rights or usage of the Assessment Tool or any modified version or derivative work of the Early Learning Needs Assessment Tool created by or for the Customer, (b) remove or alter any copyright, trademark or proprietary notice in the Early Learning Needs Assessment Tool, (c) copy any features, functions or graphics of the Early Learning Needs Assessment Tool for any purpose other than what is expressly authorized in this Agreement or (d) send or store spam, unlawful, infringing, obscene, or libelous material or malicious code.
13. **DISCLAIMER OF WARRANTIES.** Any report(s) created by a user of this tool is not the responsibility or liability of AIR nor is it created at the direction or permission of AIR. The tool is provided to the subscriber "AS IS" and AIR makes no representations or warranties, express or implied with respect to the tool, including, without limitation, any implied warranties or fitness for a particular purpose other than for which it is provided to subscriber.
14. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

15. **ASSIGNMENT.** This Agreement may not be assigned by the Customer without the prior written consent of AIR. Any attempted assignment in breach of this section shall be void. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
16. **RELATIONSHIP OF THE PARTIES.** AIR and the Customer are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.
17. **SEVERABILITY.** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.
18. **ENTIRE AGREEMENT/CHOICE OF LAW.** This Agreement constitutes the complete understanding of the parties, supersedes any other prior agreements and shall be governed by the laws of the District of Columbia. Any dispute under or related to this Agreement shall be decided in accordance with the laws of the District of Columbia.
19. **AMENDMENTS.** This Agreement may be supplemented, amended or revised only in writing upon agreement by both parties.

SIGNATURE OF AUTHORIZED OFFICER:

AMERICAN INSTITUTES FOR RESEARCH

CUSTOMER

Signature

Signature

Nilva da Silva, CPCM
Typed/Printed Name

Molly DesBaillets
Typed/Printed Name

Contract Officer
Title

Executive Director, First 5 Mono County
Title

Date

Date

Attachment A

Statement of Work/Fee

Services to be provided for the annual subscription of \$3,200:

Access to the Early Learning Needs Assessment Tool at www.elneedsassessment.org for 12 months for all employees in the consortia lead agencies.

- o Data include 2006, 2008, 2010, 2012, 2014, 2016, and 2018 data
- o Additional 2018 data will be added over the course of the subscription period, to which subscribers will have access, including:
 - data on licensed centers and family child care homes
 - Transitional Kindergarten enrollment
- An orientation webinar if needed
- 3 hours of technical support over the course of the year

AIR staff can also add additional data to the tool or run custom analyses upon request for an additional fee.

**CONTRACT BETWEEN TEACHSTONE TRAINING, LLC AND
FIRST 5 Mono County**

Date Contract Sent: August 29, 2019

This contract is valid for 30 days from the Contract Sent Date.

Effective Date: September 1, 2019

Parties: Teachstone:

Teachstone Training, LLC
675 Peter Jefferson Parkway, Suite 400
Charlottesville, VA 22911

FIRST 5 Mono County
365 Sierra Park Road Bldg. M
PO Box 130
Mammoth Lakes, California 93546

Recitals:

A. The Classroom Assessment Scoring System® (CLASS®) is an observation-based program assessment instrument that measures teacher child interactions. Research shows that the quality of teacher child interactions has a direct and positive impact on child outcomes and the quality of early learning programs.

B. Teachstone Training, LLC ("Teachstone") is the authorized provider of CLASS® trainings, programs, and professional development services.

C. Teachstone desires to provide Services to the CLIENT beginning September 1, 2019 and ending June 30, 2020.

FOR VALUE RECEIVED and in consideration of the foregoing and covenants below, as of the Effective Date, the Parties agree as follows:

Term of Agreement: The initial term of this Agreement will be for one (1) year from the Effective Date. Unless terminated by written notice to Teachstone at least thirty (30) days prior to the anniversary of the Effective Date, and on each subsequent anniversary of the Effective Date, the term of this Agreement will automatically extend for an additional one (1) year.

1. Services, Fees, and Expenses: Teachstone agrees to provide Products and Services in exchange for the Fees and reimbursement of Expenses as detailed in Addendum A, attached hereto. Subsequent Products and services requested may be detailed in additional Addenda B, C, D, etc. Dates and terms of specific Products and Services may be detailed in each Addendum.
2. Payment: Invoices will be submitted by Teachstone monthly for payment by CLIENT.
 - a. Invoice delivery. Invoice to FIRST 5 Mono County will be delivered electronically to Molly DesBaillets at mdesbaillets@monocoe.org
 - b. The budget table shown in Addendum A does not include estimated taxes. If CLIENT is tax exempt, a copy of the tax-exempt certificate must be provided to Teachstone Training LLC and attached hereto as Addendum B. Without this certificate, CLIENT will be charged the appropriate sales taxes.
3. Independent Contractor: Teachstone is an independent contractor and CLIENT will not withhold from the Fees any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to Teachstone; further, CLIENT will not provide any insurance coverage or other benefits normally provided by CLIENT for its general employees.
4. Termination:
 - a. With cause by CLIENT. I. If Teachstone fails to make delivery or fails to satisfactorily perform the services or breaches any other provision of this agreement and does not cure any such failure

within thirty (30) days after notice from the CLIENT, the CLIENT may (in addition to any other right or remedy provided by this agreement or by law) terminate all or any part of this agreement by written notice to Teachstone without liability. Teachstone shall continue performance of this agreement to the extent not terminated.

- b. With cause by TEACHSTONE. I. If Client fails to make payment, or fails to satisfactorily perform its obligations hereunder or breaches any other provision of this agreement and does not cure any such failure within thirty (30) days after notice from Teachstone, Teachstone may (in addition to any other right or remedy provided by this agreement or by law) terminate all or any part of this agreement by written notice to CLIENT without liability. CLIENT shall continue performance of this agreement to the extent not terminated. II. If Client fails to sign their contracts by the Contract Expiration Date.
 - c. Survival. Sections (7,8,9,10,11,12 and 13) shall survive any termination of this agreement. Notwithstanding the foregoing termination of this agreement does not relieve either party of any right or obligation of that party which has accrued prior to termination of this agreement or which by the express terms of this agreement contemplate performance after termination and those obligations remain in effect until discharged by performance.
5. Assignment: Neither Party shall assign, transfer, convey, sublet or otherwise dispose of this Agreement or of any or all of its right, title or interest therein, without prior written consent of the other.
6. Governing Law: This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its rules of conflicts or choice of laws.
7. Indemnities:
- a. Teachstone hereby agrees to indemnify, defend and hold CLIENT harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by CLIENT that arise from or may be attributable to: (i) a breach of any obligation, representation or warranty of Teachstone hereunder or (ii) a third party claim that the services infringe the rights of a third party provided however that Teachstone shall have no obligation for claims arising from any infringement resulting from the combination of the services or any deliverable with any products, service, hardware, or business process(es) or CLIENT or any third party or the modification of the services or any deliverable by the CLIENT or any third party at the direction of the CLIENT.
 - b. CLIENT hereby agrees to indemnify, defend and hold Teachstone harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by Teachstone in connection with the performance of the Agreement to the extent arising out of i. the use or the reliance upon any information, documents, representations, reports or data furnished or prepared by CLIENT for use in connection with the Services ii. Breach by the CLIENT of this agreement or iii. Arising out of or related to the CLIENT's use of the service or any deliverables.
 - c. A party receiving the benefit of indemnification hereunder (an "Indemnified Party") shall give the indemnifying party (the "Indemnifying Party") reasonable written notice of any claim subject to indemnification pursuant to this section 7; provided that any failure or delay in providing such notice shall only relieve the Indemnifying Party of its obligation to indemnify the Indemnified Parties to the extent the Indemnifying Party is prejudiced by such failure or delay. The Indemnified Parties shall permit the Indemnifying Party to defend or settle the claim in such a manner as the Indemnifying Party, in its discretion, shall determine; provided, however, that the Indemnifying Party shall not enter into any settlement that; a) makes an admission on behalf of the Indemnified Parties; b) enjoins the Indemnified Parties from taking any action; or c) requires the Indemnified Parties to take any action other than the payment of money damages for which it is fully indemnified pursuant to this Section 7. The Indemnified Party shall, at the Indemnifying

Party's cost and expense, provide all reasonable assistance to the Indemnifying Party in defending or settling such claims.

8. Limited Warranties; Disclaimer of Warranty; Limitation of Liability.

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Teachstone represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof. CLIENT represents, warrants and covenants that it has, and will have at all times during this Agreement own or have all rights necessary to use any data provided to Teachstone in connection with CLIENT's use of the Services.

Other than as required by law or expressly set forth elsewhere in this agreement, Teachstone makes no representation or warranty of any kind to CLIENT about the availability, accuracy, reliability, truth, quality, suitability, completeness or timeliness of the service or the content, or about any results to be obtained from using the service and deliverables. except as expressly set forth herein, Teachstone, to the fullest extent permitted by law, disclaims any and all representations and warranties (express or implied, oral or written) with respect to the services, including any and all implied warranties of conditions of title, noninfringement of third party rights, merchantability or fitness or suitability for any purpose (whether or not Teachstone knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose) whether alleged to arise by law, by reason of custom or usage in the trade, by course of dealing or otherwise.

Neither party hereto shall be liable for any indirect, consequential, or special damages, including for loss of profits, whether incurred as a result of negligence or otherwise, even if such party has been advised of the possibility of such damages.

In no event shall Teachstone's cumulative aggregate liability exceed the amounts actually paid by and/or due from CLIENT in the twelve (12) month period immediately preceding the event giving rise to such claim.

The provisions of this Section 8 allocate the risks under this Agreement between CLIENT and Teachstone, and survive any expiration or earlier termination of this Agreement. Teachstone's pricing reflects this allocation of risk and limitation of liability.

9. Data and Records: Teachstone agrees to keep all personal data and information strictly confidential. Each Party shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of all applicable laws and regulations. Teachstone may use such statistical, collective, or anonymous data that it finds useful for the development of other products, research, and other convenient business uses.
10. Confidentiality. Each Party agrees to keep confidential all the terms of this Agreement, and any information which it receives from the other in the performance of this Agreement, however, this shall not apply to information which is: 1) necessary to be disclosed to a third party in order to perform this Agreement; 2) already known free of any restriction at the time it is obtained; 3) subsequently learned from an independent third party free of restriction; 4) is publicly available or 5) is required by law or court order to be disclosed.
11. Ownership. The Parties agree that all information, drawings, documents and materials authored or prepared, in whole or in part, by Teachstone in the course of providing the Services are the sole and exclusive property of Teachstone. This paragraph shall survive the cancellation, expiration or termination of this Agreement.

12. Customer Records. All customer related documents, reports, data, records, produced as a result of the Services by Teachstone for CLIENT or obtained by Teachstone in the course of performing the Services (including, but not limited to, teacher and student identities) are proprietary, confidential and trade secret information of CLIENT. Teachstone will deliver to CLIENT or destroy all such materials and copies thereof (and all other property obtained by Teachstone from or through CLIENT) when CLIENT requests same, and immediately upon termination of this Agreement. Teachstone shall not use or disclose to any person, firm or entity any proprietary, confidential or trade secret information of CLIENT without the CLIENT express, prior written agreement. This paragraph shall survive the cancellation, expiration or termination of this Agreement.

Teachstone may use all statistical, compiled, or anonymous data resulting from the Services for its research and business purposes.

13. Technical Contacts: Upon execution of this contract, a Client Success Manager at Teachstone Training, LLC will be assigned as the technical contacts for each of the Parties while this Contract is in effect. Contact information for the assigned Client Success Manager will be sent to the CLIENT upon assignment.

FIRST 5 Mono County
365 Sierra Park Road Bldg. M
PO Box 130
Mammoth Lakes, California 93546

The recipient of services is Quality Counts California Region 6.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES.

Teachstone Training, LLC

FIRST 5 Mono County

By _____

By: _____

Name: Christopher S. Schuster

Name: _____

Title: Counsel

Title: _____

Addendum A Detailed Description of Services and Fees

Fees:

Description	Cost Detail	Quantity	Total
CLASS Observer Recertification (online)	Annual recertification and certificate of completion \$125/observer 3 infant recertifications 3 toddler recertifications 3 pre-k recertifications	9 observers	\$1,125.00
Affiliate CLASS Trainer Recertification (online)	Annual observer and affiliate trainer recertification and certificate of completion \$275/trainer 1 toddler recertification 1 pre-k recertification	2 trainers	\$550.00
CLASS Observer participant packages	\$275/per package 1 infant package 2 pre-k packages	3 packages	\$825.00
Dimension Guides	Printed booklet that will ground users in the domains and dimensions that make up the CLASS framework. \$19.95/Dimension Guide 15 toddler English 4 pre-k English	19 guides	\$379.05
myTeachstone Subscription	Includes 12-month subscription and onboarding for all teachers, coaches/observers, and administrators in your program PROGRAMS w/ < 25 TEACHERS: \$2500 flat fee	8 teachers	\$2,500.00
TOTAL			\$5,379.05

Detailed Description of Products and Services*:

*Products and Services described here are subject to the terms detailed in Appendix A: Implementation Requirements.

Maintain your status as a Certified CLASS Observer (online)

As with any professional credential, it is important to refresh your knowledge and keep your skills in shape. CLASS Observers are no exception. Even experienced observers drift from accurate use of the CLASS measure over time if not properly practicing their skills. By preparing for, taking, and passing the CLASS reliability test annually, you'll:

- Reinforce your observation and coding skills
- Demonstrate that you continue to use the measure fairly and accurately
- Renew your CLASS Observer certification for one year

CLASS® observers recertify annually by preparing for and passing the CLASS Reliability Test to ensure continued accurate use of the CLASS measure.

Affiliate CLASS Trainer Recertification (online)

To help ensure that they are well prepared to deliver CLASS® programs accurately and consistently, CLASS Trainers recertify annually by preparing for, taking, and passing the CLASS reliability and knowledge tests. This package includes CLASS observer recertification and CLASS affiliate trainer knowledge tests

Affiliate CLASS Observer Participant Packages

CLASS Observation Training is a 2-day training that helps you build capacity to collect CLASS teaching assessment data, which is the first step on your organization's journey to improving the quality of teacher-student interactions in the classroom. The training is designed for instructional leaders of all types (coaches, mentors, administrators).

By creating certified CLASS observers, programs will:

- Gain meaningful data on classroom quality to inform coaching interventions
- Collect data to support local, state, and federal compliance requirements
- Prepare coaches, administrators, and mentors to conduct formal and informal teacher observations
- Build a strong foundation for coaches beginning their CLASS journey as they develop their CLASS fluency and satisfy a prerequisite for all CLASS coaching programs

Training/Logistics:

- 2 days (17 hours total: 14 hrs instruction time w/ 3 hrs for breaks + lunch)
- 1 Trainer for up to 15 participants for the on-site, 2-day observation training
- Participant packages including: a CLASS Manual, CLASS score sheets, CLASS Master Code

Justifications, and CLASS Observation Training Participant Guide for each participant

- 2-month Video Library access for participants
- Online reliability testing access and automated feedback for participants

myTeachstone Service (online)

The myTeachstone platform is a robust suite of services, learning resources, community and reporting tools for your CLASS implementation. It will enable your organization's use of the CLASS methodology by personalizing the CLASS for your staff, providing research-validated professional content, and delivering observations and resulting data in order to implement individualized professional development plans for your teachers. The platform is the foundation of any CLASS implementation because it ensures teachers receive the individualized support they need to create classrooms where children learn and thrive.

The platform is a robust, SAAS (software as a service) offering, hosted securely and always available from any standard web browser or mobile device. The user experience is personalized to each member of your team. Subscription pricing allows you to choose the level of implementation that is right for your organization; purchase only the services that you need. The baseline subscription includes access to the Teachstone Community, geared to specific roles and activities and supported by CLASS experts. The power of the platform lies in its ability to give you and your staff valid CLASS data and to inform targeted CLASS coaching interventions and drive learning as a result.

myTeachstone Observation Module:

- Saves time and effort by simplifying the process of capturing or uploading CLASS data and observation notes
- Reduces paperwork and organizational clutter by creating a single, centralized home for CLASS teaching data

- Makes it easy for administrators to keep tabs on their investment by providing insights into program quality, visibility into teacher and coach engagement in PD, and robust reporting capabilities
- Provides insights into areas of strength and opportunities for improvement that allow coaches to recommend professional development for individuals and across organizations

myTeachstone Professional Development Module:

- Gives teachers the professional development they need to change teaching behaviors through dynamic content that is research-based, differentiated, and supported by a coach
- Strengthens relationships between coaches and teachers by enabling frequent online contact
- Supports online professional learning communities that promote peer learning opportunities
- Equips coaches with the tools and scaffolding they need to support teachers, regardless of the coaching model
- Provides support for CLASS Group Coaching and CLASS 1-on-1 Video Coaching

myTeachstone CLASS Learning Community:

- Automatically enrolled in the CLASS Community Member directory which provides you access to connect with other professionals
- Special members-only events to learn more and network with other Community members
- Access to special content only available to Community members

1. LICENSE.

1.1 License Grant. Subject to Licensee and all Users' compliance with the terms of this Customer Service and Licensing Agreement (this "Agreement"), including Licensee's full and timely payment of all fees set forth on the cover page of this Agreement (the "Cover Page"), Teachstone Training, LLC, a Virginia limited liability company ("Teachstone"), hereby grants to Licensee and all authorized Users a limited, revocable, non-exclusive, non-transferable, non-sublicensable license (the "License") to access and use the object code of the myTeachstone Software solely in connection with the collection of observation data, the provision of professional development programs and the completion of on-line training and education of Users.

1.2 myTeachstone Software. The term "myTeachstone Software" means the proprietary web-based computer system owned by Teachstone with functionality that is designed to enable the collection of CLASS observation data, the provisioning of teacher PD, the completion of online PD and reporting of CLASS observation data and PD completion. User access to the myTeachstone Software is provided through a web (and application) interface provided by Teachstone at a URL designated by Teachstone (the "Site"). As used in this Agreement, the term "myTeachstone Software" includes all modifications, enhancements, upgrades and new versions of the Software hereafter released or made available to Licensee by Teachstone.

1.3 Content. "Content" means all content and materials provided or posted by Teachstone, including training courses, tests, text, images, graphics, audio and sound recordings, and videos, that can be accessed by User using the myTeachstone Software, together with any other courses or curricula licensed by Licensee, now or in the future, as set forth on the Cover Page (each, an "Additional Curriculum"). During the term of this Agreement, Teachstone grants Licensee and Users the limited, non-exclusive, revocable, non-transferable, non-sublicensable rights and license to access and use Content solely in connection with each User's use of the myTeachstone Software for personal education and training purposes.

1.4 Users. The term "User" means each person who (a) has been authorized by Licensee to access and use the myTeachstone Software for training and education purposes; (b) has complied with any registration requirements reasonably required by Teachstone and has been issued a User ID and Password to access and use the myTeachstone Software; and (c) with respect to whom Licensee has paid the appropriate License Fee, as described in Section 4 below. Licensee shall be solely responsible for all acts and omissions of Users in connection with the access and use by Users of the myTeachstone Software and the Content.

2. OWNERSHIP; RESTRICTIONS; RESERVED RIGHTS.

2.1 Ownership. Teachstone owns (or has the right to license to Licensee and the Users) the myTeachstone Software, the Content and the Site, together with all Teachstone Intellectual Property. The term "Teachstone Intellectual Property" means all of the following: (a) all intellectual property associated with, or incorporated or embodied within, the myTeachstone Software, the Content and the Site, including the source code and object code of the myTeachstone Software; (b) all intellectual property rights associated with the myTeachstone Software, the Content and the Site; and (c) all proprietary rights in and to the myTeachstone Software, the Content and the Site. This Agreement does not grant to Licensee or any User, and neither Licensee nor any User shall acquire, any right, title, or interest in and to the myTeachstone Software, the Content, the Site or any Teachstone Intellectual Property, except for the limited licenses thereto expressly granted by Teachstone in this Agreement. This Agreement does not grant any rights to the Licensee to use the trademarks or service marks of Teachstone.

2.2 Restrictions. Licensee and all Users shall comply at all times with the terms of this Agreement, together with any terms, guidelines and notices posted at the Site or otherwise provided by Teachstone, as Teachstone deems reasonably necessary to protect the integrity and security of the myTeachstone Software, the Content and the Teachstone Intellectual Property. Neither Licensee nor User shall (a) directly or indirectly, sell, rent, license, sublicense or offer for sale the myTeachstone Software, any Content, or access thereto, to any other person or entity; (b) disclose or distribute Content to any other person or entity; (c) in connection with any access or use of the Software or the Content, violate (whether intentionally or unintentionally) any applicable federal, state, county, municipal, local or other statute, law, regulation, rule, ordinance, order, or custom (collectively, "Laws"); or (d) commit any act in violation of the intellectual property or proprietary rights of Teachstone in the myTeachstone Software, the Content, or any Teachstone Intellectual Property. Each User shall only use Content for his/her personal education and training purposes only and may download or print one (1) copy of each page of Content for such personal education and training purposes only. Licensee warrants that neither Licensee nor any User will utilize the myTeachstone Software in any manner that could, damage, disable, overburden or impair such software or interfere with any other party's use and enjoyment of the software. Neither the Licensee nor any User shall reverse engineer, decompile or disassemble the myTeachstone Software.

3. **SERVICES.** Teachstone shall provide the following services (the "Services") to Licensee during the term of this Agreement:

3.1 **Hosting.** Teachstone shall host, or arrange for the hosting of, the myTeachstone Software on an Internet server of Teachstone's designation. Except for scheduled maintenance, Teachstone will use commercially reasonable efforts to ensure that its Internet server will be available 24 hours a day, seven days a week, but does not represent or warrant that there will be no interruptions in service or that Users will be able to access the myTeachstone Software at all times without interruption. Licensee acknowledges and agrees that Users may experience occasional temporary interruption of service and occasionally may not be able to access and/or use the myTeachstone Software. Licensee is solely responsible, at its sole cost and expense, for procuring all necessary hardware, software, equipment and services necessary for Users to access the Internet and to access and use the myTeachstone Software and the Site, including without limitation, the services of an Internet Service Provider.

3.2 **Maintenance Windows.** Licensee acknowledges and agrees that from time to time Teachstone may limit or suspend Teachstone and Users' access to the myTeachstone Software or Site to perform necessary maintenance or upgrades. Teachstone shall attempt to provide Licensee with forty-eight (48) hours notice of such periods and a good faith estimate of the length of time Licensee and Users' access will be limited or suspended.

3.3 **Training.** Teachstone shall provide its standard on-line myTeachstone Software training services to designated administrators appointed by Licensee who will have responsibility for monitoring and administering Licensee and Users' access and use of the myTeachstone Software.

4. FEES.

4.1 **License Fee.** Licensee acknowledges and agrees that the amount designated on the Cover Page as "Total Fee" (the "License Fee") has been calculated based on the number of Users designated on the Cover Page under the heading "Census." If Licensee desires for additional Users to access and use the myTeachstone Software and the Content (or, if applicable, any Additional Curriculum), Teachstone shall make the myTeachstone Software and the Content (or, if applicable, the Additional Curriculum) available at the per User rate specified as "Rate" on the Cover Page ("Additional Fees").

4.2 **Payments.** Licensee shall pay Teachstone the designated portion of the License Fee on the date designated on the Cover Page as "Contract Date" (the "Effective Date"). In addition, if, as designated on the Cover Page, the Initial Term of this Agreement is more than one year, Licensee shall pay Teachstone an additional amount equal to the entire amount of the License Fee in each subsequent year. All Additional Fees shall be paid by Licensee to Teachstone within

thirty (30) days of receipt by Licensee of an invoice therefore from Teachstone.

4.3 **Taxes.** Each party shall be responsible for paying any applicable federal, state or local use, franchise, excise, sales or privilege taxes, duties, fees or similar liabilities chargeable to or against such party as a result of this Agreement.

5. WARRANTIES.

5.1 **Teachstone.** Teachstone represents and warrants to Licensee as follows:

a. Teachstone owns all right, title and interest in and to the myTeachstone Software and the Content or has the right to license the myTeachstone Software and the Content to Licensee and Users under the terms set forth in this Agreement.

b. To Teachstone's best knowledge, the myTeachstone Software and the Content do not infringe any patent, copyright, or other intellectual property or proprietary rights of any third party.

c. If, during the Term, any Content becomes materially obsolete or erroneous in light of changes in applicable Laws, Teachstone shall use commercially reasonable efforts to promptly update such Content within a reasonable period following the date on which Teachstone first becomes aware that any Content is materially obsolete or erroneous.

d. Teachstone warrants that the performance and functionality of the myTeachstone Software shall be free of Material Errors. A "Material Error" is any reproducible material error or defect within the Software that materially impairs the operation or functional performance of the Software, excluding any errors or defects caused by, or arising as a result of, the negligence of any User. Teachstone shall use commercially reasonable efforts to promptly correct all Material Errors in the myTeachstone Software that are reported by Licensee to Teachstone. Licensee shall provide information and cooperation reasonably necessary for Teachstone to correct all reported Material Errors. If Teachstone is unable to correct any Material Error within ninety (90) days following the date on which such Material Error is first reported to Teachstone, Licensee shall be entitled to terminate this Agreement, and Teachstone's entire liability, and Licensee's exclusive remedy, arising out, or as a result, of such termination shall be a *pro rata* refund to Licensee of the License Fees actually paid by Licensee with respect to the year of the Term in which such Material Error is reported, and, if applicable, a *pro rata* refund of any Additional Fees paid by Licensee during such year of the Term.

5.2 **Licensee.** In addition to its other warranties set forth in this Agreement, Licensee represents and warrants to Teachstone as follows: (a) Licensee has full legal right and authority to enter into this Agreement; (b) Licensee's execution and performance of this

Agreement will not violate any other agreement or obligation by which Licensee is bound; and (c) Licensee will only permit Users to access and use the myTeachstone Software and the Content.

5.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, AND TEACHSTONE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, RELATING TO THE MYTEACHSTONE SOFTWARE, THE CONTENT AND THE SITE, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE MYTEACHSTONE SOFTWARE, THE SITE AND THE CONTENT ARE LICENSED AND PROVIDED TO LICENSEE AND ALL USERS "AS IS" AND "WITH ALL FAULTS."

LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CONTENT, INCLUDING THE REGULATORY CORE CURRICULUM IS NOT DESIGNED OR INTENDED TO MEET ALL OF LICENSEE OR USERS' TRAINING AND EDUCATIONAL NEEDS OR REQUIREMENTS, INCLUDING ANY TRAINING THAT MAY BE REQUIRED UNDER APPLICABLE LAWS.

6. Limitation of Liability.

IN NO EVENT, SHALL TEACHSTONE, OR ANY OF ITS AFFILIATES, SUCCESSORS, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, SUPPLIERS, CONTRACTORS OR LICENSEES (EACH, AN "SLS PARTY") BE LIABLE TO LICENSEE, USER, OR ANY OTHER PARTY, FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS) WHETHER BASED ON BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY EVEN IF TEACHSTONE WAS, OR HAS BEEN ADVISED, ABOUT THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

IN NO EVENT SHALL TEACHSTONE'S LIABILITY UNDER ANY AND ALL CLAIMS ARISING OUT OF, OR RELATING TO (A) THIS AGREEMENT; (B) LICENSEE OR ANY AUTHORIZED USER'S USE OF THE MYTEACHSTONE SOFTWARE, THE SITE, ANY CONTENT, OR ANY MYTEACHSTONE INTELLECTUAL PROPERTY; (C) ANY SERVICES PROVIDED BY TEACHSTONE PURSUANT TO THIS AGREEMENT, EXCEED THE AGGREGATE LICENSE FEES AND ADDITIONAL LICENSE FEES

ACTUALLY PAID BY LICENSEE TO TEACHSTONE UNDER THIS AGREEMENT.

7. Indemnity.

7.1 Teachstone. Provided that Licensee and each User comply at all times with the terms of this Agreement, Teachstone agrees to indemnify and hold Licensee harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Licensee in connection with any third-party claim, cause of action, suit or legal proceeding filed against Licensee alleging that the myTeachstone Software or the Content violates the copyright, patent, trademark, or trade secret rights of such third-party. Licensee shall promptly notify Teachstone if any such claim is threatened or commenced against Licensee. Licensee shall not settle or compromise any such actual or threatened claim without Teachstone's prior consent, which consent shall not be unreasonably withheld. Teachstone is permitted to control fully, at its sole expense, the defense and settlement of any such claim.

7.2 Licensee. Licensee agree to indemnify and hold Teachstone harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Teachstone or any affiliate thereof arising out of, or in connection with (a) any material breach by Licensee or any User of any of the terms of this Agreement; (b) any use or reliance by Licensee or any User of or on any Content, including, all third-party claims, causes of action, suits, and legal proceedings asserted or filed against Teachstone or an affiliate thereof arising out of, or relating to, the use or reliance by Licensee or User of or on any Content.

8. TERM AND TERMINATION.

8.1 Term. The term (the "Term") of this Agreement shall consist of the Initial Term and each Renewal Term. The initial term (the "Initial Term") shall commence on the Effective Date and shall continue in full force and effect until the "Contract Expires" date stated on the Cover Page, unless terminated sooner as provided herein. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year (each, a "Renewal Term") at the then current rate, unless either party informs the other party in writing of its intention to terminate this Agreement at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Unless otherwise agreed in writing by the parties, the fees payable by Licensee during each Renewal Term shall be equal to the License Fee payable during the Initial Term, and shall be paid by Licensee to Teachstone within thirty (30) days following the commencement of each Renewal Term.

8.2 Termination. Either party (the "Terminating Party") may terminate this Agreement upon providing written notice to the other party (the "Non-Terminating Party") in the event of (a) a material breach of any term of this Agreement by the Non-Terminating Party, which breach is not cured with thirty (30) days of the Non-Terminating Party's receipt of written notice from the Terminating Party specifying such breach (and, Teachstone may terminate this Agreement upon written notice to Licensee in the event of a material breach of any term of this Agreement by any User, which breach is not cured within ten (10) days of Licensee's receipt of written notice from Teachstone specifying such breach); or (b) immediately upon (i) the filing of any petition by or against the Non-Terminating Party under the federal bankruptcy laws or the Laws of any state relating to relief of debtors, for reorganization, arrangement, or other similar relief provided therein; (ii) the making by the Non-Terminating Party of a general assignment for the benefit of creditors; or (iii) the appointment of any receiver, trustee, sequestration, or similar officer to take charge of the Non-Terminating Party's business or assets.

8.3 Obligations upon Termination. Upon any expiration or termination of this Agreement, the licenses granted by Teachstone under this Agreement shall automatically terminate, and Licensee and all Users shall immediately cease any and all access and use of the myTeachstone Software and all Content, and shall promptly return to Teachstone any and all materials, documents, and information in their possession, existing in any and all formats and residing on any media, relating to the myTeachstone Software, the Content, and any Teachstone Intellectual Property.

8.4 Survival. All provisions of this Agreement which expressly, or by their nature, survive the termination of the License and this Agreement shall so survive, including without limitation the provisions of Sections 2.1, 5.3, 6, 7.2, 8.3 and 9.6.

9. PROVISIONS OF GENERAL APPLICATION.

9.1 Assignment. Licensee shall not assign any or all of its rights or obligations under this Agreement without the prior written consent of Teachstone, which consent Teachstone may withhold in its absolute discretion. Teachstone may freely assign or transfer any or all of its rights under this Agreement to any third party.

9.2 Status Independent Contractor. Teachstone and Licensee are contractors independent of one another and neither party, nor its employees or agents, will be considered employees or agents of the other party for any purpose. This Agreement does not create a joint venture, agency or partnership, and neither party has the authority to bind the other to any third party.

9.3 Notices. Any notice or other communication required or permitted under this Agreement shall be given in writing and delivered by hand or by registered or certified mail, postage prepaid and return receipt requested, or by facsimile transmission as appropriate, (a) in the case of Licensee, to the person designated on the Cover Page under the heading "Contact Information" at the address or facsimile number designated under such heading; and (b) in the case of Teachstone, to Vice President of Finance and Administration, 675 Peter Jefferson Parkway, Suite 400 Charlottesville VA 22911. Each party may change the person, address, or facsimile number to whom or where notices should be delivered by the other party, upon providing written notice thereof in accordance with the provisions of this Section 9.3.

9.4 No Waiver. No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions will be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

9.5 Severability. If any provision of this Agreement, or the application thereof, is for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

9.6 Applicable Law and Forum. This Agreement shall be construed under, and governed by, the laws of the Commonwealth of Virginia, without regard to the conflict of laws principles of any jurisdiction. Any and all claims arising out of, or relating to, this Agreement, or Licensee or any User's access or use of the myTeachstone Software, shall be commenced and maintained solely in a state or federal court of competent subject matter jurisdiction situated in the City of Charlottesville or Albemarle County, Virginia. Licensee consents to the exclusive personal jurisdiction and venue of such courts.

9.7 Binding Nature. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

9.8 Entire Agreement. This Agreement comprise the entire agreement between the parties with respect to the subject matter of this Agreement, and it supersedes all prior representations and agreements with respect to the subject matter hereof. This Agreement can be amended or modified only by written instrument signed by Licensee and a duly authorized officer of Teachstone. In the event of conflict between this Agreement and the Cover Page, then this Agreement shall control.

Appendix A

Implementation Requirements

Printed Materials

Teachstone requires a minimum of six (6) weeks to prepare and ship printed materials. Shipping and handling costs are based on percentage of just the retail value of the materials being shipped.

Online Services

Teachstone requires a minimum of six (6) weeks to prepare and deliver product keys for on-line services.

ON-SITE TRAINING POLICY

Teachstone requires a minimum of eight (8) weeks to schedule on-site training. Any training dates left to be determined in an executed contract will require an eight-week minimum notice for scheduling. The CLIENT will receive a Training Agreement for On-site Services and a Participant List. Teachstone requires these forms be returned a minimum of four weeks prior to the training dates. If Teachstone fails to receive these documents within this timeframe, the training dates may no longer be valid.

CANCELLATION AND RESCHEDULE POLICY FOR ON-SITE TRAINING

Rescheduling. Training dates may not be rescheduled unless agreed by both parties in writing 45 days or more prior to the training dates shown below. Dates for rescheduled trainings must be within 12 months of this Agreement date; otherwise it will be considered a cancellation (see Cancellation below). Purchaser accepts that available reschedule dates may be up to 12 weeks out from the date of request.

In the event Purchaser reschedules the training less than 45 days prior to training dates shown below or without mutual agreement in writing, Purchaser agrees to pay a \$500 rescheduling fee to Teachstone.

Cancellation. In the event this Agreement is cancelled or postponed but not rescheduled within 12 months of this Agreement date, Purchaser agrees to pay a 10% cancellation fee to Teachstone. The cancellation fee may be in addition to the \$500 rescheduling fee above.

Neither the Purchaser nor Teachstone shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by forces outside of either party's control including but not limited to extreme weather, disaster, travel restriction. In such a case Purchaser will be entitled to a full refund of the event fee and both parties are responsible for their own incurred expenses.

Pop-up Cancellation

Teachstone reserves the right to cancel the pop-up training if there are fewer than 10 paid participants for an Observation Training, 4 paid participants for Train-the Trainer or MMCI and 3 paid participants for MTP two weeks prior to the start date of the training. Teachstone will notify participants if a cancellation occurs.

PURCHASER USE ONLY

Purchaser will not resell participant seats in any training session or charge any additional fees to training participants.

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
Becky Keigan & Associates FOR THE PROVISION OF
Professional Development SERVICES ON AN AS-NEEDED BASIS**

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 professional development services of Becky Keigan & Associates, of Fort Collins (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

Contractor shall furnish the services, perform the work, and provide the associated materials and equipment for the County described in such Scope of Work Letters as are issued from time-to-time to Contractor by the Director of [Click here to enter text.](#), or an authorized representative thereof, during the term of this Agreement; such Letters will be substantially in the form as shown in Attachment A and, in order to be binding on Contractor, must be signed by an authorized representative of Contractor. All such duly-issued and signed Scope of Work Letters are incorporated herein by reference.

The County makes no guarantee or warranty, of any nature, concerning the minimum level or amount of services or work that will be requested of Contractor by the County under this Agreement. The County by this Agreement 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 at the County's request by Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those to which reference is made in this Agreement.

2. TERM

The term of this Agreement shall be from November 1, 2019, through May 15, 2020 unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. The County shall pay Contractor in accordance with the scope of work (set forth in Attachment A, attached hereto and by reference incorporated herein) for the services and work described in any Scope of Work Letter issued pursuant to this Agreement.

B. Travel and Per Diem. Except as otherwise set forth in Attachment A, Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from the County any additional consideration, compensation, salary, wages, or other type of remuneration for services or work 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. Neither the total sum of all payments made by the County to Contractor for services and work performed under this Agreement, nor the total sum of all payments made by the County to Contractor for services or work performed pursuant to any specific Scope of Work Letter, shall exceed \$12,547, total (hereinafter referred to as "Contract Limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which 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 the applicable Scope of Work Letter, which were done at the County's request. The statement to be submitted will cover the period from the first 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.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in Exhibit 4 shall supersede and replace this paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) The 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 fifteen hundred dollars (\$1,500.00).

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

(4) The total amounts paid by the 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 State Franchise Tax Board.

4. WORK SCHEDULE

Upon the County's issuance of a "Notice to Proceed" with respect to a specific Scope of Work Letter, Contractor's obligation is to perform, in a timely manner, the services and work identified in that Scope of Work Letter. It is understood by Contractor that its performance of those services and work will require a varied schedule. Contractor, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County will be performed within the time frame set forth in the Scope of Work Letter, unless circumstances outside Contractor's control cause delay and contractor provides timely notice of such circumstances.

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, contractor's licenses, 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 the County, upon request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and the County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, the County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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 and work identified in Attachment A to this Agreement. The County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. 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 the County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, etc., provided to Contractor by the County pursuant to this Agreement are, and at the termination of this Agreement remain, 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, which 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, video tapes, 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 which 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 the 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 \$300,000.00 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.

E. Requirements Based on Scope of Work. County reserves the right to add to or modify these requirements, including limits, based on the nature of the risk or other special circumstances associated with any individual Scope of Work Letter issued under this Agreement.

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 of this Agreement. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and the County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor (unless otherwise specified herein) 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 the County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to the 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 as employees of the County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including reasonable litigation costs and attorney's fees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or Contractor's agents, officers, employees or any one employed by any of them, or anyone for whom those negligent acts or omissions, recklessness, or willful misconduct any of them may be liable. 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, or damage or destruction to tangible or intangible property, including the loss of use.

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.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four 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 the County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which the 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, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NON-DISCRIMINATION

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, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, sexual orientation, or sex. 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 the County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days' written notice of such intent to cancel. In addition, without canceling or terminating this Agreement, the County may, without cause and at will, cancel any particular Scope of Work Letter issued to Contractor by giving Contractor 48-hours' written notice of its intent to cancel that Letter. In either event, the County shall pay Contractor for services and work satisfactorily performed by Contractor before delivery of the County's cancellation notice. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) calendar days' written notice of such intent to cancel to the County.

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 services of Contractor. The 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 monies due or to become due under this Agreement without the prior written consent of the County.

16. DEFAULT

If 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 Contractor in default and terminate this Agreement upon five days' written notice to Contractor. Upon such termination by default, the 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 24 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. 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 it has no interest, and shall not acquire any interest, direct or indirect, which 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 which 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 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, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms within 10 days of its notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 24 below.

23. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

24. AMENDMENT

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

25. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the 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 provided below), to the respective parties as follows:

County of Mono:

First 5 Mono County
Molly DesBaillets
PO Box 130
Mammoth Lakes, CA, 93546
mdesbaillets@monocoe.org

Contractor:
Becky Keigan & Associates
4037 Moss Creek Drive
Fort Collins, CO, 80526
bkeigan@gmail.com

26. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

By: _____
Name: Molly DesBaillets
Title: Executive Director, First 5 Mono County
Date: _____

CONTRACTOR:

By: _____
Name: Becky Keigan
Title: Principal Consultant
Firm: Becky Keigan & Associates
Date: _____
Tax ID: _____

APPROVED AS TO FORM:

County Counsel Date

APPROVED BY RISK MANAGEMENT:

Risk Management Date

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO AND Becky Keigan & Associates FOR THE PROVISION OF Professional Development SERVICES ON AN AS-NEEDED BASIS

TERM:

FROM: November 1, 2019 **TO:** May 15, 2020

SCOPE OF WORK:

Pursuant to individual Scope of Work Letters, as described below, Contractor shall provide all labor, equipment, materials, supplies, research, transportation, taxes, and cover all other costs required to perform Professional Development services for the County. In general, project work shall consist of the following:

Becky Keigan + Associates shall be referred to as **Contractor** and **First Five Mono** shall be referred to as Commission throughout this proposal.

Compensation & Services

Client agrees to provide compensation to **Becky Keigan + Associates** in an amount of **\$2500.00 for each training** (plus expenses,) **not to exceed \$12,547** who in return shall perform the following duties:

What: Design and facilitate a 6 hour Passion, Learning and Joy (PLaY) PLaY professional development training in each of the following Mono, Inyo and Alpine counties.

Dates/Locations:

- November 2nd, Mammoth Lakes Fire Protection District Fire Station #1, 3150 Main Street Mammoth Lakes, CA 93546
- February 29th, Inyo County Office of Education, Child Development, 164 Grandview Drive Bishop, CA 93514
- May 9th, Alpine Early Learning Center, 100 Foothill Rd., Markleeville CA 96120

Time: TBD

Duties & Responsibilities

1. **Becky Keigan Responsibilities hereby agrees to provide the following to the Commission:**

- Becky Keigan + Associates is an independent company and performs the services described above without the rights and obligations of an employee.
- Becky Keigan will deliver the training.
- Becky Keigan will provide her bio and description of the training, which can be used by the Client in marketing materials.
- Becky Keigan will conduct a pre-training phone or Zoom call with a Annaliesa Calhoun and a representative from each county.
- Becky Keigan will conduct a follow up phone or Zoom call to review the final PLaY training framework.
- Becky Keigan will provide handout originals for photocopying per agreement with the Client.
- Becky Keigan will bring her own laptop computer and/or a thumb drive.

Commission Responsibilities

- The Commission will be responsible for training fee, photocopying and all relevant expenses including: airfare, car rental, hotel, meals, transportation, etc.
- The Commission will be responsible for marketing, administration, registration and associated costs for this event.

- The Commission will be responsible for all facility arrangements including any food or meals provided and associated costs.
- The Commission will be responsible for providing an LCD projector, screen, sound equipment and supporting materials as agreed upon by Becky Keigan and Client.
- The Commission will provide interpretation services if needed for each training.

Estimate of Travel Expenses

Mono County

Expense Item	Estimated Cost	Details
Airfare	\$350.00	SWA in and out of Burbank
Rental Car/Fuel	\$250.00	Car Rental in and out of Burbank Airport
Airport Parking	\$36.00	3 days of airport parking
Mileage	\$81.00	140 miles at \$.58/mile per IRS reimbursement rate
Hotel	\$400.00	2 nights lodging
Per Diem	\$152.00	2 days at Government Per Diem rate of \$76.00/day
Extra Required Travel Day	\$500.00	
Total	\$1669.00	

Inyo County

Expense Item	Estimated Cost	Details
Airfare	\$350.00 \$370.00	SWA in and out of Los Angeles; Los Angeles to Mammoth Lakes
Airport Parking	\$36.00	3 days of airport parking
Mileage	\$81.00	140 miles at \$.58/mile per IRS reimbursement rate
Car Rental/Fuel	\$200.00	Car Rental in and out of Mammoth Lakes Airport
Hotel	\$400.00	2 nights lodging
Per Diem	\$152.00	2 days at Government Per Diem rate of \$76.00/day
Extra Required Travel Day	\$500.00	
Total	\$1989.00	

Alpine County

Expense Item	Estimated Cost	Details
Airfare	\$380.00	SWA In and Out Reno, Nevada
Airport Parking	\$36.00	3 days of Airport Parking
Mileage	\$81.00	140 miles at \$.58/mile per IRS reimbursement rate
Car Rental/Fuel	\$140.00	Car rental in and out of Reno Airport
Hotel	\$400.00	2 nights lodging
Per Diem	\$152.00	2 days at Government Per Diem rate of \$76.00/day
Total	\$1,089.00	



TOWN OF MAMMOTH LAKES
RECREATION DEPARTMENT
P.O. Box 1609
Mammoth Lakes CA 93546
Phone (760 934-8989 x222)
Fax (760 934-7493)

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT ("Agreement") is made and entered into this **21st** day of **August, 2019** at Mammoth Lakes, Mono County, California, by and between the **TOWN OF MAMMOTH LAKES**, a municipal corporation ("**TOML**"), and **FIRST 5 MONO COUNTY**, a local government agency ("**FIRST 5 MONO COUNTY**"), and is made with reference to the following:

I. RECITALS

- A. **TOML** owns certain improved real property located at 1000 Forest Trail, Mammoth Lakes, Mono County, California, commonly known as the Community Center ("Community Center") and operates the Community Center for multiple recreational purposes.
- B. **TOML** leases certain improved real property located at Saw Mill Road Cutoff, Mono County, California, commonly known as the Shady Rest Park ("Shady Rest Park") and operates Shady Rest Park for multiple recreational purposes. Shady Rest Park referred to as "Park Facilities" in this Agreement.
- C. **FIRST 5 MONO COUNTY** is a local government agency engaged in supporting programs to promote early childhood development on behalf of, and for the benefit of, its residents.
- D. **TOML** and **FIRST 5 MONO COUNTY** have negotiated this Agreement for the benefit of both parties and, in order to achieve such benefit, enter into this Agreement for such purpose.

II. AGREEMENT

- A. **Recitals Incorporated.** The Recitals set forth above are incorporated into this Agreement as an operative part hereof.
- B. **Community Center Use.** During the term of this Agreement, and during the term set forth herein only, **FIRST 5 MONO COUNTY** shall have the use of the following facilities:
 - o "Community Center" – The building and its surrounds, excluding the tennis courts. Applicable uses of the facility include board meetings, educational events, volunteer training, etc. The facility is not to be used for large events that include the consumption of food and beverage on-site. The consumption of alcohol is prohibited at the facility.
 - o "Shady Rest Park" – Covered Picnic Shelter, playground and surrounding grass area, restroom facilities; charcoal BBQs and parking lot ("park facilities").

At its own expense, **FIRST 5 MONO COUNTY** shall supply all educational materials at the Community Center needed for programming

- C. **Term of Agreement.** This Agreement shall commence **August 21, 2019** and shall continue to and include **June 30, 2020** unless sooner canceled or terminated. The indemnity provisions and other obligations stated in Section I herein shall remain in effect following termination or expiration of this Agreement.
- D. **Consideration for Agreement.** As and for consideration for this Agreement, **FIRST 5 MONO COUNTY** will pay **TOML** no fees in exchange for providing community wide and educational activities for children concurrently with execution hereof.
- E. **FIRST 5 MONO COUNTY Use as Second Party.** **TOML** shall maintain exclusive and overriding authority over operation of the Community Center, subject only to the grant of use to **FIRST 5 MONO COUNTY** as set forth herein.

- F. Compliance With Law.** **FIRST 5 MONO COUNTY** shall comply with all federal, state, and local laws, ordinances, codes, and regulations.
- G. Maintenance of Community Center.** **TOML** shall be solely responsible for maintenance and repair of the Community Center. Notwithstanding the foregoing, **FIRST 5 MONO COUNTY** shall be liable for, and shall reimburse **TOML** for, all maintenance and repairs to the Community Center and surrounding facilities which are the result of **FIRST 5 MONO COUNTY** negligence or misuse by any third party using the Community Center with **FIRST 5 MONO COUNTY** permission or consent. **FIRST 5 MONO COUNTY** will be responsible for the clean-up of the Community Center at the conclusion of their events.
- H. No Modifications or Alterations.** **FIRST 5 MONO COUNTY** shall not modify nor alter the Community Center in any way without the prior written consent of **TOML**.
- I. Indemnification. Assumption of Risk, Waiver, Release, and Hold Harmless.** In consideration for being permitted by the **TOML** to use the Community Center, **FIRST 5 MONO COUNTY** hereby waives, releases, and discharges any and all claims for damages, death, personal injury or property damage which **FIRST 5 MONO COUNTY** may have against the **TOML**, its officials, officers, employees, volunteers, and agents arising out of, related to, or in any way connected with the use of the Park Facilities. **FIRST 5 MONO COUNTY** further understands that accidents and injuries can arise out of use of the Park Facilities; knowing those risks, nevertheless, **FIRST 5 MONO COUNTY** hereby agrees to assume those risks and to release and hold harmless the **TOML**, its officials, officers, employees, volunteers, and agents who might otherwise be liable to **FIRST 5 MONO COUNTY**. **FIRST 5 MONO COUNTY** further agrees to indemnify, defend, and hold harmless the **TOML**, its officials, officers, employees, volunteers, and agents from any and all claims resulting from damages, death, personal injury or property damage arising out of, related to, or in any way connected with the use of the Park Facilities. It is further agreed that this waiver, release, and assumption of risk is to be binding on **FIRST 5 MONO COUNTY** and its officers and agents. **FIRST 5 MONO COUNTY** shall require all participants to sign a medical release and release of liability form before the season begins. Said release form shall name both **FIRST 5 MONO COUNTY** and **TOML** and shall be reviewed and approved by the **TOML** before distribution to participants.
- J. Insurance and Endorsements.** Prior to the signing of this Agreement, **FIRST 5 MONO COUNTY** will have provided and **TOML** will have reviewed **FIRST 5 MONO COUNTY** insurance and endorsements in order to determine the adequacy thereof. **FIRST 5 MONO COUNTY** shall:
- Maintain, at a minimum, general liability insurance coverage of \$1,000,000.00.
- Maintain such insurance in effect during the term of this Agreement.
- Have the **TOML**, its officers, employees, and agents named as additionally insured under all of such insurance prior to exercising any rights under this Agreement and provide Town with a certified copy of the rider or modification affecting such requirement. **FIRST 5 MONO COUNTY** shall also deliver a copy of all such policies to the **TOML** concurrently with execution of this Agreement.
- All of **FIRST 5 MONO COUNTY's** insurance policies shall be amended to provide that such policies shall not be terminated or canceled or coverage reduced or limited without prior written notice to **TOML**. If **FIRST 5 MONO COUNTY** fails to maintain insurance coverage for any period of time during the Term of this Agreement, it will be considered an incurable breach of this Agreement and the **TOML** may immediately terminate the Agreement.
- K. Utilities.** **TOML** shall furnish and pay for all utilities arising from **FIRST 5 MONO COUNTY's** use of the Community Center.
- L. Right of Entry.** **TOML**, its officials, officers, employees, volunteers, and agents shall have the unrestricted right to enter and remain upon the premises for purposes of inspection, maintenance, and repair.

M. Program Operation.

FIRST 5 MONO COUNTY may operate its program at the identified Community Center or Shady Rest Park from **August 21, 2019 to June 30, 2020** which may be changed or altered by agreement of the parties hereto.

“COMMUNITY CENTER”

August 21, 2019 – June 30, 2020

(Thursdays)

9:00 a.m. – 11:00 a.m.

Free Weekly Peapod playgroups

OR

“SHADY REST PARK”

August 21, 2019 – June 30, 2020

(Thursdays)

9:00 a.m. – 11:00 a.m.

Free Weekly Peapod playgroups

See Exhibit A.

N. Unilateral Termination. Either party may terminate this Agreement at any time without cause by written notice given to the other party.

O. Continuing Liability. No termination or expiration of this Agreement shall release **FIRST 5 MONO COUNTY** from any liability or obligation hereunder resulting from any acts, omissions, or events happening prior to the termination or expiration of this Agreement.

P. Notices. Should any notice be required, such notice shall be in writing and shall be delivered either in person at the normal offices of the other party, or, in the alternative, it may be given by depositing such notice in the United States mail, postage fully prepaid thereof, and addressed to the parties as follows:

Town of Mammoth Lakes: Parks and Recreation Department
Post Office Box 1609
Mammoth Lakes, CA 93546

Mono County Office of Education: c/o Molly DesBaillets, M.A.
Executive Director
PO Box 130
Mammoth Lakes, CA 93546

Q. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Mono County, California.

R. Entire Agreement. This document contains the entire agreement between each of the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect, unless there is a subsequent modification in writing signed by the parties hereto or their successors in interest.

<<Signature Page to Follow>

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures hereunder effective on the date first above written.

Town of Mammoth Lakes:

FIRST 5 MONO COUNTY

By: _____
Stuart Brown
Park and Recreation Director

By: _____
Molly DesBaillets
Executive Director

Date: _____

Date: _____

EXHIBIT A.

Peapod playgroups provide parents an opportunity to enhance their child's social and emotional development through play. Just as importantly, social opportunities for parents are provided.

Playgroups meet once a week for an about an hour and are free of charge for all families. The groups are geared toward parents with newborns. However, all families with children ages prenatal to six are welcome. There are no qualifications for attending.

Specially trained Parent Leaders work to help parents in their communities address challenges specific to parenting, and organize fun, family-centered playgroups.

Peapods playgroups will be offered at the Mammoth Lakes Community Center (1000 Forest Trail) on Thursdays from 9:30-10:30am (10 week sessions).

For additional information please contact First 5 Mono County (760) 924-7626 or the Mammoth Lakes Department of Parks and Recreation (760) 965-3690.

Table 1:

Monthly Sessions		Dates
August 2019	29	
September 2019	5, 12, 19 & 26	
October 2019	3, 10, 17, 24 & 31	
November 2019	7, 14 & 21	

MONO COUNTY CHILDREN AND FAMILIES COMMISSION 5 Year Fiscal Plan FY 2018-19

 Item#9a
 Mtg. Date 09/19/19

Revenue	Current 2018-19	Forecast 2019-20	Forecast 2020-21	Forecast 2021-22	Forecast 2022-23	Total 5 year
Prop 10 tax revenue	85,191	81,800	81,826	77,783	77,783	404,383
Small County Augmentation	264,809	268,200	268,174	222,217	222,217	1,245,617
Surplus Money Investment Income (SMIF) estimate	65	97	81	89	85	417
Home Visiting Services: CAPIT Grant (Child Abuse Prevention)	33,000	33,000	33,000	33,000	33,000	165,000
Peapod Program (Partnership of F5M & Mono Behavioral Health)	40,000	40,000	40,000	40,000	40,000	200,000
Child Care Quality: IMPACT, CSPP Block Grant	104,587	89,227	72,000	73,000	73,000	411,814
Child Care Quality: IMPACT Region 6 Hub & Certification Grant	155,399	121,372	125,000	125,000	125,000	651,771
Community Development Block Grant: Childcare	241,279	269,399				510,678
Miscellaneous Income	1,000	140	140	140	140	1,560
Interest on First 5 Mono Fund Balance	8,995	6,126	5,848	5,204	3,846	30,020
Total Revenues	934,325	909,361	626,069	576,433	575,071	3,621,260
Expense	Current 2018-19	Forecast 2019-20	Forecast 2020-21	Forecast 2021-22	Forecast 2022-23	Total 5 year
Home Visiting Services: (WBI; B/F Promotion; CAPIT Grant)	170,430	160,500	165,500	170,000	170,000	836,430
School Readiness: ESUSD;MUSD;RAR;F5M Coordination	86,353	87,000	88,000	89,000	89,000	439,353
Peapod Program (Partnership of F5M & Mono Mental Health)	40,182	40,000	40,000	40,000	40,000	200,182
Child Care Quality: IMPACT, Block Grant, Hub & Certification Grant	264,986	229,482	209,000	210,167	210,167	1,123,801
Community Development Block Grant: Childcare	241,279	269,399				510,678
Oral Health Services	4,370	3,500	3,000	3,000	3,000	16,870
Safe Kids Partners	7,000	7,000	7,000	7,000	7,000	35,000
Evaluation/Assessments to identify gaps in services	1,500	1,350	500	500	500	4,350
<i>Commission Operations/Support -- Administration</i>	<i>62,822</i>	<i>72,284</i>	<i>95,705</i>	<i>99,533</i>	<i>103,514</i>	433,858
<i>Commission Operations/Support -- Program</i>	<i>32,911</i>	<i>37,642</i>	<i>47,852</i>	<i>49,766</i>	<i>51,757</i>	219,929
<i>Commission Operations/Support -- Evaluation</i>	<i>10,970</i>	<i>12,547</i>	<i>15,951</i>	<i>16,589</i>	<i>17,252</i>	73,310
Commission Operations/Support -- Total	109,703	125,473	159,508	165,888	172,524	733,096
Misc. Program Exp. including County Counsel, & Audit	14,663	10,050	10,050	10,050	10,050	54,863
Total Expenditures	940,466	933,754	682,558	695,605	702,241	3,954,623
Fiscal Year	2018-19	2019-20	2020-21	2021-22	2021-22	
Revenues less Expenses	-6,141	-24,392	-56,489	-119,172	-127,170	
Total Fund Balance (current estimate, & forecast)	537,410	513,018	456,529	337,358	210,188	

Assumptions: DOF 1/2018 projected Prop 10 revenues and birth rate through FY 2018-19; 9% annual salary and benefit increases. In August of 2008 the Commission established a policy to set a minimum fund balance of no less than one year's current base revenue, thus allowing the commission to sustain program operations or close them out, should it be necessary. This threshold is forecasted to be crossed in FY 2022-23.

MONO COUNTY CHILDREN AND FAMILIES COMMISSION 5 Year Fiscal Plan FY 2019-20--Draft with 6.20.19 Budget

Mtg. Date 09/19/19

Revenue	Actual 2018-19	Current 2019-20	Forecast 2020-21	Forecast 2021-22	Forecast 2022-23	Forecast 2023-24	Total 5 year
Prop 10 & 56 tax revenue	78,732	79,179	78,364	76,904	74,967	71,845	381,259
Small County Augmentation	271,268	270,821	271,636	223,096	225,033	228,155	1,218,741
Surplus Money Investment Income (SMIF) estimate	223	65	200	200	200	200	865
Home Visiting Services: CAPIT & CBCAP Grants, Cal Works & Mono County	42,996	203,000	203,000	203,000	203,000	203,000	1,015,000
Peapod Program (Partnership of F5M & Mono Behavioral Health)	40,000	40,000	40,000	40,000	40,000	40,000	200,000
Child Care Quality: IMPACT, CSPP & QRIS Block Grants	120,269	103,366	42,639	42,639	42,639	42,639	273,922
Child Care Quality: IMPACT Region 6 Hub & Certification Grant	105,685	182,587					182,587
Community Development Block Grant: Childcare	230,900	241,279					241,279
Miscellaneous Income	1,452	1,000	1,000	1,000	1,000	1,000	5,000
Interest on First 5 Mono Fund Balance	13,081	12,000	12,713	12,575	11,524	10,259	59,072
Total Revenues	904,605	1,133,297	649,552	599,414	598,363	597,098	3,577,725
Expense	Actual 2018-19	Current 2019-20	Forecast 2020-21	Forecast 2021-22	Forecast 2022-23	Forecast 2023-24	Total 5 year
Home Visiting Services: (WBI; B/F Promotion; CAPIT Grant)	183,039	351,907	357,186	362,543	367,982	373,501	1,813,119
School Readiness: ESUSD;MUSD;RAR;F5M Coordination	82,065	77,805	78,692	61,197	62,115	63,047	342,857
Peapod Program (Partnership of F5M & Mono Mental Health)	42,937	44,943	40,000	40,000	40,000	40,000	204,943
Child Care Quality: IMPACT, Block Grants, Hub & Certification Grant	217,100	285,292	62,639	62,639	62,639	62,639	535,848
Community Development Block Grant: Childcare	230,900	241,279					241,279
Oral Health Services	4,640	6,322	6,000	3,000	0	0	15,322
Safe Kids Partners	7,007	7,000	7,000	7,000	7,000	7,000	35,000
Evaluation/Assessments to identify gaps in services	1,500	1,000	500	500	500	500	3,000
<i>Commission Operations/Support -- Administration</i>	63,399	50,428	56,099	58,904	61,849	64,942	292,221
<i>Commission Operations/Support -- Program</i>	33,199	26,714	28,049	29,452	30,925	32,471	147,611
<i>Commission Operations/Support -- Evaluation</i>	11,066	8,905	9,350	9,817	10,308	10,824	49,204
Commission Operations/Support -- Total	110,665	89,046	93,498	98,173	103,082	108,236	492,035
Misc. Program Exp. including County Counsel, & Audit	10,363	8,989	10,050	10,050	10,050	10,050	49,189
Systems Building		24,893	24,893	24,893	24,893	24,893	124,465
Total Expenditures	890,216	1,138,476	655,565	645,103	653,368	664,973	3,757,485
Fiscal Year	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	0
Revenues less Expenses	14,389	-5,179	-6,012	-45,689	-55,004	-67,875	-179,759
Total Fund Balance (current estimate, & forecast)	557,940	552,761	546,748	501,060	446,055	378,180	2,424,805

Assumptions: DOF 5/2019 projected Prop 10 revenues and birth rate through FY 2023-24; 5% annual salary and benefit increases. In August of 2008 the Commission established a policy to set a minimum fund balance of no less than one year's current base revenue, thus allowing the commission to sustain program operations or close them out, should it be necessary. This threshold is not forecasted to be crossed in this plan, however with the assumed \$50,000 decline in base revenue due to the declining birth rate, the fund balance is projected to drop considerably annually beginning in 2021-22. To offset this projected decline, Summer Bridge funds are no longer allocated beginning in 21-22. There is also a significant decline projected in IMPACT as the state allocation is projected to drop by over 70% and realignment of the Hub will likely mean those funds will no longer come to First 5 Mono beginning in 2020-21. Mono County's contribution to Home Visiting is projected to remain static over the 5 year period.

MONO COUNTY CHILDREN AND FAMILIES COMMISSION 5 Year Fiscal Plan FY 2019-20--Draft with proposed 9.11.19 Budget

Mtg. Date 09/19/19

Revenue	Actual 2018-19	Current 2019-20	Forecast 2020-21	Forecast 2021-22	Forecast 2022-23	Forecast 2023-24	Total 5 year
Prop 10 & 56 tax revenue	78,732	79,179	78,364	76,904	74,967	71,845	381,259
Small County Augmentation	271,268	270,821	271,636	223,096	225,033	228,155	1,218,741
Surplus Money Investment Income (SMIF) estimate	223	65	200	200	200	200	865
Home Visiting Services: CAPIT & CBCAP Grants, Cal Works & Mono County	42,996	203,000	203,000	203,000	203,000	203,000	1,015,000
Peapod Program (Partnership of F5M & Mono Behavioral Health)	40,000	40,000	40,000	40,000	40,000	40,000	200,000
Child Care Quality: IMPACT, CSPP & QRIS Block Grants	120,269	100,537	42,639	42,639	42,639	42,639	271,093
Child Care Quality: IMPACT Region 6 Hub & Certification Grant	105,685	180,975					180,975
Community Development Block Grant: Childcare	230,900	241,279					241,279
Miscellaneous Income	1,452	1,000	1,000	1,000	1,000	1,000	5,000
Interest on First 5 Mono Fund Balance	13,081	12,000	12,380	12,118	10,938	9,539	56,974
Total Revenues	904,605	1,128,856	649,219	598,957	597,777	596,378	3,571,186
Expense	Actual 2018-19	Current 2019-20	Forecast 2020-21	Forecast 2021-22	Forecast 2022-23	Forecast 2023-24	Total 5 year
Home Visiting Services: (WBI; B/F Promotion; CAPIT Grant)	183,039	356,907	362,261	367,695	373,210	378,808	1,838,880
School Readiness: ESUSD;MUSD;RAR;F5M Coordination	82,065	77,805	78,692	61,197	62,115	63,047	342,857
Peapod Program (Partnership of F5M & Mono Mental Health)	42,937	44,943	40,000	40,000	40,000	40,000	204,943
Child Care Quality: IMPACT, Block Grants, Hub & Certification Grant	217,100	290,343	62,639	62,639	62,639	62,639	540,899
Community Development Block Grant: Childcare	230,900	241,279					241,279
Oral Health Services	4,640	6,322	6,000	3,000	0	0	15,322
Safe Kids Partners	7,007	7,000	7,000	7,000	7,000	7,000	35,000
Evaluation/Assessments to identify gaps in services	1,500	1,000	500	500	500	500	3,000
<i>Commission Operations/Support -- Administration</i>	63,399	50,428	56,099	58,904	61,849	64,942	292,221
<i>Commission Operations/Support -- Program</i>	33,199	26,714	28,049	29,452	30,925	32,471	147,611
<i>Commission Operations/Support -- Evaluation</i>	11,066	8,905	9,350	9,817	10,308	10,824	49,204
Commission Operations/Support -- Total	110,665	89,046	93,498	98,173	103,082	108,236	492,035
Misc. Program Exp. including County Counsel, & Audit	10,363	8,989	10,050	10,050	10,050	10,050	49,189
Systems Building		24,893	24,893	24,893	24,893	24,893	124,465
Total Expenditures	890,216	1,148,527	660,640	650,254	658,596	670,280	3,788,297
Fiscal Year	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	0
Revenues less Expenses	14,389	-19,671	-11,421	-51,298	-60,819	-73,902	-217,111
Total Fund Balance (current estimate, & forecast)	557,940	538,269	526,848	475,551	414,731	340,829	2,296,228

Assumptions: DOF 5/2019 projected Prop 10 revenues and birth rate through FY 2023-24; 5% annual salary and benefit increases. In August of 2008 the Commission established a policy to set a minimum fund balance of no less than one year's current base revenue, thus allowing the commission to sustain program operations or close them out, should it be necessary. This threshold is not forecasted to be crossed in this plan, however with the assumed \$50,000 decline in base revenue due to the declining birth rate, the fund balance is projected to drop considerably annually beginning in 2021-22. To offset this projected decline, Summer Bridge funds are no longer allocated beginning in 21-22. There is also a significant decline projected in IMPACT as the state allocation is projected to drop by over 70% and realignment of the Hub will likely mean those funds will no longer come to First 5 Mono beginning in 2020-21. Mono County's contribution to Home Visiting is projected to remain static over the 5 year period.

1:43 PM
09/10/19
Accrual Basis

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

	<u>Jul '18 - Jun 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
Prop 10 Tax Revenue	70,699.00	70,699.00	0.00
Prop 56 Tax Revenue	8,032.54	8,033.00	-0.46
Small County Augmentation	271,268.00	271,268.00	0.00
SMIF (Surplus Money Inv Fund)	223.47	65.00	158.47
IMPACT	97,789.94	88,962.00	8,827.94
Region 6 T&TA Hub	103,059.56	152,013.00	-48,953.44
CSPP Block Grant	15,625.00	15,625.00	0.00
QRIS Block Grant	6,854.00	6,854.00	0.00
CDE Cert. & Coordination Grant	2,625.00	2,625.00	0.00
CDBG Administration	5,547.25	8,721.00	-3,173.75
CDBG	225,352.34	232,558.00	-7,205.66
CAPIT/CBCAP (Home Visiting)	33,000.00	33,000.00	0.00
CalWorks HV Initiative	9,996.02	10,000.00	-3.98
Peapod Program (Prop 63 Funds)	40,000.00	40,000.00	0.00
Misc Inc	1,452.05	1,000.00	452.05
Interest on F5 Mono Fund Bal	13,080.74	8,995.00	4,085.74
Total Income	<u>904,604.91</u>	<u>950,418.00</u>	<u>-45,813.09</u>
Gross Profit	904,604.91	950,418.00	-45,813.09
Expense			
Home Visiting (Resource 9037)	183,039.03	180,430.00	2,609.03
School Readiness (Resource 9310)	82,065.39	86,353.00	-4,287.61
Peapod (Resource 9039)	42,937.33	40,182.00	2,755.33
Child Care Quality	217,099.52	271,079.00	-53,979.48
Oral Health (Resource 9038)	4,640.02	4,370.00	270.02
Safe Kids Coalition	7,007.04	7,000.00	7.04
CDBG Admin Expense	5,547.25	8,721.00	-3,173.75
CDBG-ESUSD	225,352.34	232,558.00	-7,205.66
Evaluation	1,500.35	1,500.00	0.35
F5 Operations	110,664.84	109,703.00	961.84
Miscellaneous	10,363.00	14,663.00	-4,300.00
Total Expense	<u>890,216.11</u>	<u>956,559.00</u>	<u>-66,342.89</u>
Net Ordinary Income	<u>14,388.80</u>	<u>-6,141.00</u>	<u>20,529.80</u>
Net Income	<u>14,388.80</u>	<u>-6,141.00</u>	<u>20,529.80</u>

	Budget	Proposed Budget	Change
Ordinary Income/Expense			
Income			
Prop 10 Tax Revenue	71,179	71,179	
Prop 56 Tax Revenue	8,000	8,000	
Small County Augmentation	270,821	270,821	
SMIF (Surplus Money Inv Fund)	65	65	
IMPACT	83,127	80,298	(2,829)
Region 6 T&TA Hub	179,962	178,350	(1,612)
CSPP Block Grant	18,116	18,116	
QRIS Block Grant	2,123	2,123	
CDE Cert. & Coordination Grant	2,625	2,625	
CDBG Administration	8,721	8,721	
CDBG	232,558	232,558	
CAPIT/CBCAP (Home Visiting)	33,000	33,000	
CalWorks HV Initiative	20,000	20,000	
Mono County Home Visiting	150,000	150,000	
Peapod Program (Prop 63 Funds)	40,000	40,000	
Misc Inc	1,000	1,000	
Interest on F5 Mono Fund Bal	12,000	12,000	
Total Income	<u>1,133,297</u>	<u>1,128,856</u>	(4,441)
Gross Profit	<u>1,133,297</u>	<u>1,128,856</u>	(4,441)
Expense			
Home Visiting (Resource 9037)			
Home Visiting Program			
Director Salary	14,291	14,291	
Director Benefits	8,131	8,131	
Home Visitors Salary	182,000	182,000	
Home Visitors Benefits	57,200	57,200	
Admin Assistant Salary	7,048	7,048	
Admin Assistant Benefits	1,482	1,482	
Office Supplies	1,310	1,310	
Counseling	1,000	1,000	
Training & Travel	28,330	28,330	
Educational Support Materials	3,500	8,500	5,000
Lactation Counseling/Childbirth	600	600	
MCOE Indirect	27,015	27,015	
CalWorks HV Initiative			
Home Visitors Salary	10,000	10,000	
Home Visitors Benefits	4,000	4,000	
Affiliate Fees	1,650	1,650	
Training & Travel	2,950	2,950	
MCOE Indirect	1,400	1,400	
Total CalWorks HV Initiative	<u>20,000</u>	<u>20,000</u>	
Total Home Visiting Program	<u>351,907</u>	<u>356,907</u>	5,000
Total Home Visiting (Resource 9037)	<u>351,907</u>	<u>356,907</u>	5,000
School Readiness (Resource9310)			
Director Salary	3,173	3,173	
Director Benefits	1,805	1,805	
Admin Assistant Salary	7,928	7,928	

	Budget	Proposed Budget	Change
Admin Assistant Benefits	1,667	1,667	
Office Supplies/Postage	600	600	
Motorpool	100	100	
MCOE Indirect	1,457	1,457	
Preschool to K Transition	3,000	3,000	
Promotional Messaging	400	400	
Early Literacy			
Early Literacy			
Early Literacy - Other	1,000	1,000	
Total Early Literacy	1,000	1,000	
ESUSD Transition to School	8,675	8,675	
MUSD Transition to School	10,000	10,000	
Raising A Reader	38,000	38,000	
Total School Readiness (Resource9310)	77,805	77,805	
Peapod (Resource 9039)			
Director Salary	3,966	3,966	
Director Benefits	2,257	2,257	
Admin Assistant Salary	7,048	7,048	
Admin Assistant Benefits	1,482	1,482	
Peapod Leaders Salary	21,350	21,350	
Peapod Leaders Benefits	3,800	3,800	
Office Supplies	50	50	
Training & Travel	1,000	1,000	
MCOE Indirect	3,990	3,990	
Total Peapod (Resource 9039)	44,943	44,943	
Child Care Quality			
IMPACT (Resource 9036)			
Director Salary	7,933	6,733	(1,200)
Director Benefits	4,514	4,514	
Coordinator Salary	18,759	30,000	11,241
Coordinator Benefits	10,516	14,000	3,484
Early Learning Spec. Salary	2,500	2,500	
Early Learning Spec. Benefits	500	500	
Materials & Supplies	700	700	
Travel	600	600	
Equipment	500	-	(500)
Incentives	19,000	19,000	
Contractual	2,000	1,500	(500)
Coaching	5,000	-	(5,000)
Indirect			
MCOE Indirect	4,972	5,825	853
First 5 Indirect	5,633	3,918	(1,715)
Total Indirect	10,605	9,743	(862)
Total IMPACT (Resource 9036)	83,127	89,790	6,663
Region 6 T&TA Hub			
Coaching			
Salaries	20,000	11,450	(8,550)
Benefits	7,300	4,800	(2,500)
Total Coaching	27,300	16,250	(11,050)

	Budget	Proposed Budget	Change
Materials & Supplies	2,860	2,860	
Travel	5,000	5,000	
Training	34,500	11,000	(23,500)
Contractual	76,573	110,065	33,492
ELNAT	3,200	3,200	
Data System	8,200	8,250	50
Indirect			
Director Salary	3,966	3,966	
Director Benefits	2,257	2,257	
First 5 Indirect	15,483	14,879	(604)
MCOE Indirect	623	623	-
Total Indirect	22,329	21,725	(604)
Total Region 6 T&TA Hub	179,962	178,350	(1,612)
CSPP Block Grant			
Coordinator Salary	2,025	2,025	
Coordinator Benefits	600	600	
Travel	200	200	
Contractual	3,623	3,623	
Site Block Grants	9,500	9,500	
MCOE Indirect	1,507	1,507	
Total CSPP Block Grant	17,455	17,455	
QRIS Block Grant			
Coordinator Salary	1,280	1,280	
Coordinator Benefits	650	650	
MCOE Indirect	193	193	
Total QRIS Block Grant	2,123	2,123	
CDE Cert. & Coordination Grant	2,625	2,625	
Total Child Care Quality	285,292	290,343	5,051
Oral Health (Resource 9038)			
Director Salary	1,587	1,587	
Director Benefits	903	903	
Admin Assistant Benefits	1,762	1,762	
Admin Assistant Salary	370	370	
Tooth Tutor Salary	1,000	1,000	
Tooth Tutor Benefits	80	80	
Educational Support Materials	50	50	
MCOE Indirect	570	570	
Oral Health (Resource 9038) - Other			
Total Oral Health (Resource 9038)	6,322	6,322	
Safe Kids Coalition	7,000	7,000	
CDBG Admin Expense	8,721	8,721	
CDBG-ESUSD	232,558	232,558	
Evaluation	1,000	1,000	
Systems Building			
Director Salary	15,866	15,866	
Director Benefits	9,027	9,027	
Total Systems Building	24,893	24,893	
F5 Operations			
F5 Operations (Resource 9300)			

	Budget	Proposed Budget	Change
Director Salary	28,546	28,546	
Director Benefits	16,243	16,243	
Admin Assistant Salary	20,262	20,262	
Admin Assistant Benefits	4,260	4,260	
Office Supplies/Postage	1,500	1,500	
Promotional Messaging	1,000	1,000	
Rent	4,080	4,080	
Phones	200	200	
Commissioner Travel	100	100	
Staff Training & Travel	3,000	3,000	
MCOE Indirect	9,855	9,855	
Total F5 Operations (Resource 9300)	89,046	89,046	
Total F5 Operations	89,046	89,046	
Miscellaneous			
F5 Association Dues	3,163	3,163	
Fiscal Audit	4,326	4,326	
Mono County Counsel	1,500	1,500	
Total Miscellaneous	8,989	8,989	
Total Expense	1,138,476	1,148,527	10,051
Net Ordinary Income	(5,179)	(19,671)	(14,492)
Net Income	(5,179)	(19,671)	(14,492)

e3 Audiometrics / e3 EMICO
 909 S Tremont St
 Oceanside, CA 92054

Phone (800) 873-1222

Fax (760) 435-1334

Email: mtfo@audiometrics.net

First 5 Mono
 Bldg. M
 365 Sierra Park Rd.
 Mammoth Lakes, CA 93546

Molly Desbaillets, MA Executive Director
 (760)924-7626
 mdesbaillets@monocoe.org

VALID THRU: 9/13/2019

Terms: Net 30

Proposed Ship Date: 30 Days After Receiving Order.

Customer #: FFM546

QUOTATION

MFG Part #	Description	Qty	Price	Total
8106637	Maico Ero-Scan Screener Plus - DP with Printer and Case Includes: 8106174 Ero Scan OLED Base Unit; 8029264 Probe 162; 8106283 Maico Data Mngmt Kit OLED; 8029306 Assortment Box 162; 8029254 PSU 5V, MICRO USB; 8105182 Cable micro USB 2m; 8029082 FOAM INSERT 162; 8004671 Carrying case; 8106286 Ero Scan User Manual Plus; 8106256 Ero Scan Quick Guide - Printed; 8504432 Comply Foam Tip - DO-180 -; 8105620 MPT-II Printer Kit Ero Scan	1	4,235.00	4,235.00
-	Shipping and Handling	1	40.00	40.00
Shipping As Line Item				
Plus Applicable Sales Taxes.				

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**** Continued ****

PURCHASE AGREEMENT

The Customer (identified above) agrees to buy and e3 Audiometrics (e3 Diagnostics, Fein no. 36-2852863 dba e3 Audiometrics ("Vendor")) agrees to sell the equipment and supplies ("Equipment") listed above. The purchase of the Equipment is subject to the Terms and Conditions described herein. The following "Terms and Conditions" page(s) are an integral part of this Agreement, and the sales of all Equipment, whether sold by Vendor as a distributor or as a manufacturer representative. Acceptance of this Quote/Agreement may preclude, at the option of the invoicing party, use of a credit card as a form of payment.

Quote #: 924-1424-MJF10924SDG

Accepted By (Buyer)

DATE:

Accepted By (Sales Person)

Matt Folsom

DATE: 8/13/2019

Matt Folsom

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** Continued **

"TERMS & CONDITIONS"

EQUIPMENT: Vendor will provide Customer with one (1) copy of any applicable operator's manual. Service manuals or additional operator manuals shall not be provided without additional charge unless specifically stated. Customer understands and acknowledges that all Equipment is manufactured by third parties and is sold by Vendor acting as either a distributor or a manufacturer representative. Customer further acknowledges and agrees that this Agreement is not binding upon Vendor until approved by the Manager of Vendors Central Office or another authorized officer of Vendor, or, with respect to Equipment for which Vendor acts as a manufacturer representative, an authorized officer of the manufacturer.

PAYMENT: Terms are net 30 days from the date of invoice. Amounts payable to Vendor are payable in full without setoff or deduction, for applicable taxes or otherwise. Customer shall pay a 1 ½ % per month service charge on any amounts not paid when due. Customer may not cancel or refuse delivery of any order for custom-made Equipment, sound room, SLM's, computers, or special order items. For cancellation or refusal to accept an order for other types of instrumentation (e.g. Audiometer, Immittance, OAE, ENG, ABR, H.A. Analyzer units), Customer must pay a service charge equal to 20% of the total price for the canceled or refused items. In addition, Customer is additionally responsible for all charges associated with such cancellation or refusal including, but not limited to, removal, insurance, and shipping.

WARRANTIES: Manufacturer Warranties: Vendor makes no representations or warranties, express or implied, concerning the Equipment. Vendor shall provide for Customer to receive any and all manufacturer's warranties in connection with the Equipment and all rights to make claim for breach of warranty that are or may be available with respect to the Equipment, to the extent allowed by the manufacturer. The provisions of any manufacturer's agreement with Vendor setting out the manufacturer's warranty and service responsibilities together with all limitations thereon and exclusions therefrom are incorporated into and made a part of this Agreement. **Within ninety (90) days of delivery for clinical instrumentation, Vendor will provide, in addition to the manufacturer's warranty, free warranty services on-site without additional charge to Customer. After such ninety (90) day period, Customer must pay Vendor's standard travel rates for such on-site warranty services.** **No Other Warranties:** No representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use, or performance of any Equipment, shall be or be deemed to be a warranty or representation by Vendor for any purpose, nor give rise to any liability or obligation of Vendor whatsoever. Vendor makes no express or implied warranties of any kind, including those of merchantability and fitness for a particular purpose, and expressly disclaims the same.

DELIVERY/INSTALLATION: Customer will pay all installation, set-up, insurance and shipping charges (F.O.B. place of manufacture), and such charges are not included in the Purchase Price unless specifically stated. Delivery dates are approximate and any delivery schedule is estimated only and presented in good faith by Vendor. Vendor will not assume any liability, consequential or otherwise, for any delay or failure to deliver all or any part of the Equipment. Customer shall be responsible for all necessary site preparations prior to and during the installation of the Equipment in accordance with Vendor and/or applicable manufacturer instructions. Such site preparations may include, but are not limited to, provision of electric power, HVAC requirements, accessibility to site, and the provision of sufficient flooring for the Equipment. Customer shall bear any costs or penalties incurred by Vendor as a result of Customer's failure to provide adequate facilities and site preparations for installation at time of delivery as per Vendor or manufacturer instructions or as a result of Customer's failure to accept delivery of the Equipment.

TITLE AND SECURITY INTEREST: The title and the risk of loss shall pass to Customer on delivery. Customer hereby grants to Vendor a security interest in the Equipment to secure any portion of the Purchase Price. A copy of this Agreement may be filed on behalf of Vendor with appropriate state authorities at any time after signature by Customer as a financing statement in order to protect Vendor's security interest in the Equipment. Until such time as the Purchase Price and all other charges specified herein are paid in full, Customer shall: (a) maintain the Equipment in good operating condition; (b) keep the Equipment free from liens and encumbrances; (c) not permit use of the equipment in any manner likely to be injurious to the Equipment; (d) not remove or permit removal of the Equipment from its original location or make or permit any alterations without the prior consent of Vendor; (e) keep Vendor advised of the location of the Equipment and permit Vendor to inspect the Equipment at all reasonable times; and (f) procure and maintain fire, extended coverage, vandalism, and malicious mischief insurance to the full insurable value of the Equipment, with loss payable to Vendor and Customer as their interests shall appear.

LEGAL FEES AND WAIVER: In the event of any legal action brought by Vendor for breach of this Agreement, Vendor shall be entitled to reimbursement by Customer of all costs, expenses, and legal fees incurred in obtaining a remedy to the Customer's breach, including any appeal. Failure of Vendor to enforce the breach of any portion of this Agreement by Customer from time to time shall not constitute a waiver of such right in respect to the same or any other breach.

LIMITATIONS OF LIABILITY: VENDOR SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY ANY EQUIPMENT, BY AN INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN. NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED TO IMPOSE LIABILITY ON VENDOR FOR ACTS OR OMISSIONS OF ANY MANUFACTURER. VENDOR SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN SHIPMENT, INSTALLATION, OR FURNISHING OF EQUIPMENT OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT AND UNDER NO LEGAL THEORY (TORT, CONTRACT OR OTHERWISE), SHALL (A) VENDOR BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR USE OF THE EQUIPMENT, (B) THE LIABILITY OF VENDOR EXCEED THE AMOUNTS PAID TO VENDOR BY CUSTOMER HEREUNDER, OR (C) ANY CAUSE OF ACTION BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION HAS ACCRUED.

GENERAL: This Agreement is to be governed by and construed under the laws of the State of Illinois, without regard to any conflict of laws provision thereof. All titles and captions contained in this Agreement are for the convenience of reference only and shall not be used in the interpretation or construction of this Agreement. Neither this Agreement, nor any interest herein, shall be assigned by Customer without the express written consent of Vendor. This Agreement contains the entire agreement between Customer and Vendor with respect to the subject matter of this Agreement. All prior arrangements or understandings are superseded by this Agreement. Customer may submit a purchase order to Vendor but Customer explicitly acknowledges that any purchase order is for the administrative convenience of Customer only. VENDOR HEREBY OBJECTS TO AND REJECTS ANY AND ALL DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN ANY ORDER SUBMITTED TO VENDOR BY OR ON BEHALF OF CUSTOMER. This Agreement may be modified or amended only in a written agreement signed by each party hereto specifically stating that they have agreed to amend this Agreement.

First 5 Mono County
Profit & Loss Budget vs. Actual
July 1 through September 11, 2019

	Jul 1 - Sep 11, 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Prop 10 Tax Revenue	5,532.71	71,179.00	-65,646.29	7.8%
Prop 56 Tax Revenue	0.00	8,000.00	-8,000.00	0.0%
Small County Augmentation	0.00	270,821.00	-270,821.00	0.0%
SMIF (Surplus Money Inv Fund)	0.00	65.00	-65.00	0.0%
IMPACT	9,000.00	83,127.00	-74,127.00	10.8%
Region 6 T&TA Hub	0.00	179,962.00	-179,962.00	0.0%
CSPP Block Grant	0.00	18,116.00	-18,116.00	0.0%
QRIS Block Grant	0.00	2,123.00	-2,123.00	0.0%
CDE Cert. & Coordination Grant	0.00	2,625.00	-2,625.00	0.0%
CDBG Administration	0.00	8,721.00	-8,721.00	0.0%
CDBG	0.00	232,558.00	-232,558.00	0.0%
CAPIT/CBCAP (Home Visiting)	0.00	33,000.00	-33,000.00	0.0%
CalWorks HV Initiative	0.00	20,000.00	-20,000.00	0.0%
Mono County Home Visiting	0.00	150,000.00	-150,000.00	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	12,000.00	-12,000.00	0.0%
Total Income	14,532.71	1,133,297.00	-1,118,764.29	1.3%
Gross Profit	14,532.71	1,133,297.00	-1,118,764.29	1.3%
Expense				
Home Visiting (Resource 9037)	28,170.60	351,907.00	-323,736.40	8.0%
School Readiness (Resource 9310)	10,959.79	77,805.00	-66,845.21	14.1%
Peapod (Resource 9039)	4,562.34	44,943.00	-40,380.66	10.2%
Child Care Quality	30,441.98	285,292.00	-254,850.02	10.7%
Oral Health (Resource 9038)	683.60	6,322.00	-5,638.40	10.8%
Safe Kids Coalition	0.00	7,000.00	-7,000.00	0.0%
CDBG Admin Expense	0.00	8,721.00	-8,721.00	0.0%
CDBG-ESUSD	0.00	232,558.00	-232,558.00	0.0%
Evaluation	0.00	1,000.00	-1,000.00	0.0%
Systems Building	4,172.46	24,893.00	-20,720.54	16.8%
F5 Operations	13,966.66	89,046.00	-75,079.34	15.7%
Miscellaneous	3,163.00	8,989.00	-5,826.00	35.2%
Total Expense	96,120.43	1,138,476.00	-1,042,355.57	8.4%
Net Ordinary Income	-81,587.72	-5,179.00	-76,408.72	1,575.4%
Net Income	-81,587.72	-5,179.00	-76,408.72	1,575.4%