

Regular Commission Meeting and Public Hearing

AGENDA

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. The meeting can be accessed through <https://zoom.us/j/91741780034>, or by phone at: 669-900-9128, Meeting ID: 917 4178 0034 where members of the public shall have the right to observe/listen. If you are interested in submitting public comment on any item on the agenda, or not on the agenda over which the board has jurisdiction, please send the written comment to the following email address in advance of the meeting mdesbaillets@monocoe.org. Email sent and received in real time during the meeting will be read and addressed during the meeting, but it is highly encouraged that comments be sent in advance of the meeting to ensure they are received and read. This altered format is in observance of recent recommendations by state and local officials that certain precautions be taken, including social distancing, to address the threat of COVID-19.

In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact mdesbaillets@monocoe.org. Notification 48 hours prior to the meeting will enable the Board to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130)

March 18, 2021, 2:00-4:30 p.m.

The meeting can be accessed via Zoom:

<https://zoom.us/j/91315191926> Meeting ID: 913 1519 1926 or dial: 669 900 9128

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. **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)**
3. **Director Report** This information may be reported elsewhere on agenda. **(INFORMATION)**
4. **Minutes** The Commission will consider approving Commission meeting minutes from **January 21st, 2021** and the updated minutes from **September 17th, 2020. (ACTION)**
5. **Welcome New Commissioner Mendez** The Commission will welcome Janice Mendez as the newest First 5 Commissioner (pending Board of Supervisor appointment). Ms. Mendez's role as the Project Lead for Community Health in Diabetes Prevention for the Bridgeport Indian Colony allows her to serve as a representative of a community-based organization that has the goal of promoting or nurturing early childhood development due to her role as. **(INFORMATION)**
6. **Ordinance Considerations** The Commission will consider potential revisions to the ordinance including the number of Commissioners and term lengths. **(INFORMATION)**

Mono County Children and Families Commission Meeting Agenda, Continued

7. **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.*

Expenses

School Readiness

- a. **Applied Survey Research:** for up to \$300 to use the Kindergarten Observation Form for incoming Kindergarten School Readiness Assessment. Funded by discretionary funds. **(ACTION)**
- b. **Eastern Sierra Unified School District:** for up to **\$2,000 in FY 2021-22** for Kindergarten Readiness Assessments including County Counsel approved changes. Funded by discretionary funds **(ACTION)**
- c. **Mammoth Unified School District:** for up to **\$3,000 in FY 2021-22** for Kindergarten Readiness Assessments including County Counsel approved changes. Funded by discretionary funds **(ACTION)**

CDBG Childcare

- d. **Eastern Sierra Unified School District:** sub-recipient agreement for up to **\$295,559 from July 1, 2020 of execution to June 30, 2023** for provision of childcare services at the Bridgeport Elementary Preschool including County Counsel approved changes. Funds provided by the CDBG program. **(ACTION)**

Revenue

CDBG Childcare

- e. **Mono County:** intra-agency agreement for up to **\$302,779 from the July 1, 2020 to June 30, 2023** to administer the sub-recipient agreement with Eastern Sierra Unified School District for childcare services at the Bridgeport Elementary Preschool including County Counsel approved changes. **(ACTION)**

---open public hearing---

- 8. **2020-21 5 Year Fiscal Plan** Staff will present to the Commission the 2020-21 5 Year Fiscal Plan **(PUBLIC HEARING)**
- 9. **2019-2025 Strategic Plan** Staff will present to the Commission the 2019-2025 Strategic Plan. **(PUBLIC HEARING)**
- 10. **Childcare Need 3:00 p.m.** Staff and Local Planning Council Coordinator Courtney Powell will discuss and seek Commission input on the childcare need in Mono County. **(INFORMATION)**
- 11. **Score Card on Child Well-Being** Staff will present the results of the newly released 2021 Score Card on Children's Well-Being specific to early childhood in Mono County. **(INFORMATION)**

Mono County Children and Families Commission Meeting Agenda, Continued

12. **Emergency Fund Request** Staff will share the Emergency Fund request submitted by the Mammoth Lakes Housing Executive Director and approved by the First 5 Executive Director. **(INFORMATION)**

13. **Program Updates** Staff will report on the following Commission programs. **(INFORMATION)**
- a. Childcare Quality System: Annaliesa Calhoun & Elvira Felix De Ceceña
 - b. Home Visiting, Welcome Baby and Healthy Families: Lara Walker
 - c. Family Behavioral Health, Peapod
 - d. School Readiness

14. **Year-to-Date Budget** Staff will present the year-to-date budget and expenditures. **(INFORMATION)**

--end public hearing----

15. **Budget Amendment** Staff will seek a budget amendment to reflect updated projections based on spending in the first half of the fiscal year. **(ACTION)**

16. **Adoptions** The Commission will consider adopting the following:
- a. 2019-25 Strategic Plan **(ACTION)**
 - b. 2020-21 5 Year Fiscal Plan **(ACTION)**

Next Commission Meeting: June 17, 2021, 2:00 p.m. – 4:30 p.m., Mono County Office of Education Conference Room or via Zoom, 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, January 21, 2021 2:00-4:30 pm
Virtual by Zoom Conference

Commissioners Present:

Bob Gardner, Chair
Stacy Adler
Michelle Raust
Kristin Collins

Staff Present:

Molly DesBaillets

Commission Chair Gardner calls the meeting to order at 2:35 pm.

1. Public Comment

No public comment

2. Commissioner Reports (INFORMATION)

Commissioner Gardner reported that during the County Board of Supervisor's meeting, Commissioner Raust gave a great report on child abuse. A lot of what we are concerned about on the First 5 Commission. A lot of clarification in the report. He thanks Michelle for all her work that she does in that area.

Commissioner Raust thanked Gardner for validating the experiment of bringing different data for the Board. It was good to see follow-up conversation. It seems there is interest in continuing to collect data at the community level which takes time, but if we know is desired, needed and wanted we can do it over time. It was good to get validated and hear some of the questions to know how we can do better in collecting meaningful in the future.

Commissioner Gardner asked commissioner Raust if she can share the power point she used for the Board meeting with Commissioner Collins and Adler.

Commissioner Adler reported that she got to see the power point and would like to share a few of those slides with her Board. She got see the power point at her ITC meeting.

Commissioner Collins said that she would like to see the power point, too.

Commissioner Raust reported that she had talked about First 5 being a part of an advisory level, but will put that forward to the group to make sure that everyone is on board. First 5's role is so important around prevention. By the time we deal with families is often too late.

Commissioner Collins asked, what is ILT?

Commissioner Raust said it stands for Integrated Agency Leadership Team; every county is required to put together a children's system of care and finalize a MOU by March. The time line was really quick. The mandatory agencies that are supposed to be part of it are: Probation, Social Services, Office of Education, Regional Center, and Behavioral Health. Those are the core signatory members that have to sign the MOU, but we've included, Public Health, as well and folks would be receptive to have you, Molly, in the meetings too.

Ms. DesBaillets said that she is happy to participate and will watch the recording of the Board of Supervisors meeting to see Raust's presentation.

3. Director Report (INFORMATION)

Ms. DesBaillets reported that at the State level three bills were signed that pertain to the 0 to 5 population. I just wanted to follow up on the three that were actually signed. The three bills are: 1383 expanded family leave, AB1876 Earned Income Tax Credit expansion, 793 ban on flavored tobacco products. The 793 has not been enacted because there was a referendum that was still being validated. I will let you know in our next meeting if the referendum was successful.

Ms. DesBaillets said that the State has long been working on a Master Plan for Early Learning and Care. It is something that was identified as a need many years ago due to the multiple confusing funding streams that pertain to early childhood. All of us in the field have eagerly waited for the Master Plan that came out. I just wanted to highlight the seven main categories:

Ms. DesBaillets reported that it is a very comprehensive plan that people are very excited to have. Thankful for the work and eager to just make it all happened, although it will take 10 to 20 years to make it all happen.

The first thing is Universal TK. It's a big change in the way services are provided for four-year-olds. TK is Transitional Kindergarten. It started about eight years ago as a mechanism to shift the age of children in kindergarten to an older age so that they would be ready for kindergarten.

Commissioner Garner asked Ms. DesBaillets if this was the conversation they had when they talked about strategic planning last year.

Ms. DesBaillets said it is. Now the state is saying that it works so great, and they want to expand it to all four-year-old. The unintended consequence for rural counties is that it may negatively impact preschools. Preschools struggle to fill some slots in some cases, so only serving three-year-olds; It will be even harder to have a viable classroom that draws down enough funds to continue to operate. That is something that small counties are still bringing forward in questioning how helpful it will be in rural counties.

Commissioner Raust asked if that the TK program would be at at the existing school venue.

Ms. DesBaillets responded that it will. It would be folded into the K-12 system, which is how TKs are already offered. Instead of kids who are in the three-month range from September to December, it would be all four-year-olds.

Commissioner Collins asked if there is data that shows that all the kids in TK were ready for school, and if they did better in school initially.

Ms. DesBaillets said there is and explained that the big shift between preschool Teachers and TK teachers is certification. The TK teachers are certificated teachers. Preschool teachers have an Early Learning Permit, but are not certificated. There is a lot more training that goes into the TK teachers. Also, with support of the K-12 system, they have a secretary, a principal, and a lot more support than a lot of preschools do.

Commissioner Gardner asked where the money comes from to do this.

Ms. DesBaillets said that that was a whole big critique of the entire masterplan, that there is no funding allocation to do what is in the plan. Some things are wonderful and great to do, when it first came out, people said, well, lovely, but it is going to have to be funded and actualized through legislation

Commissioner Collins shared that she was surprised to hear that pre-schools are hard to fill around here because she come across parents every day that can't get their kids into preschool. I have a mom with twins that are moving to Montana because of that. I know that IMACA also takes full pay students. I think a lot of people don't know that. Other preschools have a super long waitlist.

Ms. DesBaillets said that she is specifically referring to IMACA preschool. There is an Eastern Sierra operated preschool, and I think one of the main reasons why they haven't been full is that they've only been offering the program part time. Families that we have tried to refer have said they can't pick up their children in the middle of the day so they don't use it. IMACA has been able to add four more hours into their program.

Commissioner Collins reported that IMACA now is open from 8:00 am to 4:00 pm, and that they're going to add two-year-olds.

Ms. Desbaillets said that Mammoth will be fine to fill the slots with three-year-olds, but Lee Vining and Coleville might not be able to fill their sites.

Ms. DesBaillets reported that the next things in the master plan are: Paid Family Leave that has expanded even more, Dual-Language Learner support, and stuff around workforce reimbursement. More changes have been made and more support for college-level courses, which will be the Workforce Development grant. MCOE implements the Workforce Development Grant. They are looking at a single system and sliding parent fees for reimbursement because those are all varied across counties and even across sites within the county. They have a whole-child whole-family focus. Right now, it's something that the First 5s are pretty much known for doing and thinking about, so First 5s are very happy to have that whole-child whole-family philosophy in the Master Plan. And there is the area of data, a cradle to career system that is something the Governor included in his budget proposal. Lastly, to expand the infrastructure for programs and prioritize by zip code. What I think is that it's going to go to low-income neighborhoods in the urban areas. So, I think that will make it harder for us to access the funds. Those are the main areas of the Master Plan to be continued as the funding sources are identified, if it's legislation or if the things the Governor asks for in the budget.

I will go into the Governor's 2021 budget proposal; there are probably like 20 things that he included for Early Childhood. I am not going to go through all of them. His proposal is in support of early childhood, including supporting families. He suggests increasing funding in family resiliency and Early Learning, health and development, funding for CalWORKs (food security), and then more slots for child care. Those are some of the highlights that I should mention. Thankful to the Governor for his early childhood focus.

Commissioner Gardner expressed that it's nice to have an administration that supports our objectives.

Commissioner Gardner reported the only thing that he wanted to mention quickly is the Association briefing on the Earned Income Tax Credit, which is very good and has incredible potential for low-income families. He said that one example was a woman who made ten thousand dollars received eight thousand in tax returns. It is something that we would like to be involved in by getting the word out. Ms. DesBaillets said that the First 5 staff also attended the meeting and they will be sharing the materials and information during home visits and Peapod groups. We also send people to the library for tax support.

Commissioner Gardner said that his other question was about free tax help in the County to those who need it.

4. Minutes (ACTION)

ACTION: Commissioners to approve the September 17, 2020 meeting minutes.

MOTION: Commissioner Adler

SECOND: Commissioner Collins

VOTE: Unanimous

ABSTENTIONS: None

5. Commissioner Resignation

Commissioner Sassin has resigned from the commission due to the COVID case load and other challenges. Ms. DesBaillets shared that Sassin was one of the founding members of First 5 Mono and feels sad to let her go, but completely understands her need to focus on the kids of the school that she serves.

6. Commissioner Appointment

Commissioner Gardner reported that in regards to the Commissioner appointment he has a question about the limit of seats in the commission. What are the number of commissioners? He would like to know if they can have eight. Ms. DesBaillets said that they are seven, but they can change it. However, it has to be an ordinance change. Commissioner Gardner asked the Director if the Commission has some ideas should they submit them to Ms. DesBaillets so that she can pursue them.

Ms. DesBaillets said that in the last couple appointments the Chair (Gardner) and her have reviewed any applicants and decided together if interviews were necessary or if they can make a selection based on what is in the letters. Then is sent along to the Board of Supervisors. Hopefully by our next meeting we will have a new member. She reported that the ads in the packet are being run in the Mammoth Times, The Sheet for two weeks to try and get the word more broadly. One thing that is more important in my mind is the lens of equity and representation of different ethnic groups in our Board. That is the lens I would like to look at the applications with.

Direction. Everybody is okay with the plan of action that Chair Gardner and Ms. DesBaillets will choose the new Commissioner.

7. Operations Ad-Hoc Committee report

Gardner. Reported that there was an effort to look at how the Commission receives administration support. The committee met a couple of times, and had a lot of good information that Molly researched on this, he appreciates her work. They looked at continuing with MCOE, connecting with the County for support or having independent support. Looked at what other Counties do. After looking at these options there are other options out there in terms of providing other services or providing other benefits for employees but those carry a price tag. It was the conclusion, the choice of the Committee to continue the services that stay with MCOE with adjusting for more realistic reimbursement of the actual cost of First 5 to MCOE. There are some other options down the road but those will require additional revenue being available to first 5. It was the option of the Committee to not do anything right now. Ms. Desbaillets said she appreciated the participation of the Committee. This was useful to understand what is out there. Thank you to the Committee for their time and efforts.

8. Contractual Agreements

Ms. DesBaillets: At the last Commission meeting we talked about a website re-design to meet the Americans with Disabilities Act which you asked me to pursue. I am excited to update our website. My plan is to model it after the First 5 California website and include all the ADA stuff and Spanish facing page and offer a whole website in Spanish for our families.

The second agreement is for the Childcare Quality System with a training agency called Child 360 who I hope to be able to contract with to provide a series of trainings on educational equity and a training on kindergarten readiness.

ACTION: Commissioners to approve the contractual agreements

MOTION: Commissioner Adler

SECOND: Commissioner Collins

VOTE: Unanimous

ABSTENTIONS: None

--Open Public Hearing--

9. 2019-2020 Evaluation

To discuss the 2019-20 Evaluation that includes the Annual Report to First 5 California and the Evaluation Report. Ms. DesBaillets reported that the report can be found on the packet; it is all the numbers that are included in the Evaluation Report in a different format. That is the format that we are required to share with first 5 California and we go into more depth into our local report that is also shared with First 5 California.

Ms. DesBaillets shared the power point and explained the key take away from our programs. The percentage of how many kids were served in the Home Visiting Program, CDBG Preschool, Child Care Quality System, Peapod Playgroups, Raising a Reader, and Oral Health. The Child Care Quality System is the highest percentage because they include the Peapod Playgroups and Home Visiting services. Fifty one percent of the population of the County is served. The CDBG is only two percent. Through Home Visiting we are serving about 30 percent of the population. We are serving more children in Mammoth Lakes. There are families with multiple stressors. We definitely have some work to do in Lee Vining and June Lake. Bridgeport we are serving the higher proportion of the kids as well, and that has to do with a strong Peapod Leader that we have there that was refereeing a lot of families to the program and a lot of word of mouth that refers friends to the program. Coleville has less than the percentage of kids that go into kindergarten and that has to do with the military based and the fact that they have a Home Visiting program on base.

Dr. Collins asked if the home visitors are still going into the hospital to meet new families. Ms. DesBaillets said that home visitors went there every day but COVID has changed that and now there is someone calling every day. Ms. DesBaillets had an exchange with Nancy Hamilton because there is a challenge with getting the call transferred into the room. The referral rate goes down when the home visitors only get the clients' phone numbers. I have some ideas to try to offer some iPads so that we can have someone Zoom in. I am happy to talk more about that if you are interested. Dr. Collins: I would be happy to talk more about that because I feel that if some families don't hear about us our referral rates are going to go down. We can talk about that separately to see how they can fix that problem. Ms. DesBaillets responded that she would love that.

We establish an Emergency Fund last year and we had some things in response to COVID. The Emergency Fund funded ten thousand dollars to Mammoth Lakes Housing to support rent for families that had children zero to five. I just got another application from them and again for this year as the public health emergency continues those ten thousand dollars have been re-granted for families that cannot pay their rent.

Back to this report, last year we also granted ten thousand dollars for IMACA to be able pay to pay their rent and some utilities at their Mammoth Lakes site that was on the verge of closing without those funds. This year those are not funds that we will be able to fund because it is not within the perimeters of the emergency fund. They have some plans that might be able to sustain that program to be able to remain open.

We partner with IMACA, not the preschools, but the Community Connections for Children. They received and distributed PPE from First 5 California to child care providers and that was a huge help that enabled child care providers to reopen. We partner with the child care providers, the Health Department, MCOE, and IMACA to come up with COVID guidance for child care sites and that is on our website and the Child Care Council website, and it has been shared with all the providers.

We supported families directly that were on our Home Visiting Program with utility payments or grocery cards who were experiencing the impacts of COVID for a couple of months.

Now we are doing diapers, which has been a big help for a lot of families.

Systems Building: these are in partnership with other community agencies who consider the zero to five population. At the Mono County Child Care Council and the Child Abuse Prevention Council First 5 sought partners to develop a plan to fund a new child care site at Mammoth. I have talked to the Town Mammoth and the Mammoth Unified School District to try to put together a site that can potentially be funded and opened that is just in the exploratory phase. Also, explored options to expand CDBG in Walker. Ms. DesBaillets reported that she completed the CDBG application and it was approved for another two years for the Bridgeport Preschool. Partnered with the First 5 Association as an Executive Committee member and led the North East Region. Participated in advocacy by signing on to letters supported by the First 5 Association; there are a couple in our packet today that are supported by the First 5 Association. After COVID I started serving on the MCOE Cabinet again. I am happy to be welcomed back in, it is a great support for me and First 5.

Commissioner Gardner asked the Director if there has ever been allocation to First 5 from the CARES Act funding to either the State or the County level. Ms. DesBaillets responded that she is not aware of it. Commissioner Adler responded that she doesn't know that any of the federal funds have gone to First 5. Commissioner Gardner asked if the State would have the flexibility to do that and Commissioner Adler said not necessarily. That in the next round of CARES Act funding there might be more flexibility because it comes as one fund instead of four different ones, but she doubts that will be possible. Commissioner Gardner asked if First 5 is eligible to apply for PDP. Ms. DesBaillets replied that the association in which she participates on a weekly basis would have an announcement if we were eligible. PPE from First 5 California has been kicking in by distributing PPE to IMACA for the child care providers. We have also sent some families who had COVID and were in financial hardship to IMACA to make sure they had the PPE that they needed.

Ms. DesBaillets reported that the three main investment areas are: Improved Family Functioning, Improved Child Development, and Improved Child Health. Improved Family Functioning is our Welcome Baby and Healthy families Home Visiting Program. The key take ways from that are that we increased the program quality by offering evidence-based visits and that was due to the increased funding from Mono County. More families were served and more visits were provided last year than the previous year and more families with multiple stressors were served. A higher proportion of the Hispanic population was served than the 0-17 population in the County. She is proud of the Home Visitors and their ability to recruit families and their connections to the community which was the main driver to higher number of families being served. School Readiness: we have several different programs that we fund, Kindergarten Round Up, incoming kindergartener assessments, Raising a Reader and First Book, at about fifty thousand dollars. After five years of collecting data, last year we finally jumped to sixty-five percent after being in the fifty percent of readiness for several years. We started at thirty percent, then we jumped to fifty percent and we stayed there for several years and finally last year we jumped to sixty five percent of readiness. Of all the things that we fund this is the ultimate goal: for children to start school ready. Commissioner Raust asked if there is a direct correlation between the high percent of Home Visiting participation or if she is attributing it to the report. Ms. DesBaillets said that the data source is a survey administered at Kindergarten, and it was only fifty percent of the class who completed it at entry, and ninety-two percent of the kids who participated were school ready. All of the programs we invest in

except the Summer Bridge program show that children are at a higher rate of readiness than kids who have not participated in any First 5 Mono funded programs. In 2019 more families participated in transition to school activities than last year, which means that it is the participation in round ups for 2018. On Family Behavioral Health, it is the family Peapod Playgroups; two take aways were that the families who participated continued to rate the program really highly, they liked it. We did offer more playgroups. We started offering five a week once COVID hit, so we had a lot more playgroups but our participation was lower. For our Facebook page views, we've had about 40 views per video. For our Child Care Quality investment, this is primarily funds that come from the State; both First 5 California and the CDE. We have grown a lot, we are able to rate sites now. Last year was the first year that we had a site rated as a five; the Lee Vining IMACA Head Start State Preschool. Everybody else had a rating of four; all the sites participating in our program were rated high. I am proud of the work that has been put into that; we have grown more in the last few years with this new program. We can rate sites, offer coaching, and provide home visits to family child care providers to do the same kind of activities that we do with families, but with a [child care] provider. Helping them key on child development and helping them do activities that stimulate development. We have eighty percent participation in Mono County and Alpine County, which is really high; I think is the highest in the state, but I don't see everybody's data. It is higher than anybody else that I have talk to. Sites are screening children for developmental delays. ASQ's are increasing—the Ages and Stages Questionnaire is the screening tools for developmental delays. Child health; Safe Kids gave out bike helmets and home safety kits, but we weren't able to do home and safety fairs this last year. I am on the verge of deciding how to handle that this year based on COVID stuff and I am going to talk to Dr. Boo to see what his thoughts are. Through the oral health program children were able to get topical oral fluoride through their preschool or child care providers.

Commissioner Gardner asked if there are any questions from Commissioners and stated that it was a lot of good material in there, and that there are more details in the evaluation report. A lot of performance questions that raise more questions.

10. Annual Audit 2019-20

Ms. DesBaillets reported that the key take aways are that there is no findings and that we underspent by thirty thousand dollars. That is some money in the pot that will help fund the emergency fund in the future, and if there is some initiative that is around that amount that the commission would like to begin than let me know, we have the money to do that.

11. Audit update 2018-19

Our auditors send as a letter for our 2018-19 audit and they said we didn't do something the way they wanted us to do. We fixed it and sent it back.

12. School Readiness Assessment

Ms. DesBaillets reported that this is something First 5 has done for years. It has a graph that really tells us how our investments are doing. I have to say that this year we have not had any assessments because of COVID and of the decision of the commission to not fund the summer bridge. The summer bridge wasn't meeting the targets that we were hoping for so we decided not to fund. The contracts that we have with the school were for the two things together so when I try to go through contracts for just the assessments, the school district administrator said they didn't think they needed to do those because we weren't doing Summer Bridge. There is some education that I need to do and I may need some support from Commissioner Adler to try to re-educate or help school districts to understand how important that data is to us and try to seek continuing partnership administering assessments. For this year we are going to try to do a proxy, I am working with a couple of people that get the data from whatever assessments they are using because they are already CDE requirements. If those are useful maybe we can just use those. I just wanted to update you, we didn't get any Brigance assessments, we are going to use whatever they are already using, and see how that fits. I will try to seek the partnership for next year to do some kind of assessments. Also, I have been participating a lot in association level work and have learned a critique of the assessment tool that we use which is the Brigance. We started using it five years ago, it is an evidence base tool that was a strong tool. I heard the reviews from kindergarten teachers and preschool teachers who have used it in the past so we moved forward for purchasing it for all the sites and using our data base it's been highly successful. However, it does not include a social emotional component which is regarded as something that is not equitable because we are not measuring something that is very valued for cultures and is also very important to be successful in school. Looking at other tools used across the state also include a social emotional component in order to be more equitable. The Spanish speaking population is at a much lower results in comparison to the white population. Perhaps this is a way to include a measure for some things that might be higher in the Spanish speaking population. The tool that I am looking at right now is the Kindergarten observation form, used primarily in the bay area and also widely across the state. Rather than the teachers sitting down with the kid for fifteen minutes, is an observation. It is watching the kid in the classroom and checking off some things and it also includes the social emotional component. It is five hundred dollars a year for one hundred and twenty five children.

Commissioner Adler said that is good that we are looking at a tool that more accurately assesses what kids in our population. I am not familiar with it because I am more school based, the Brigance is the one I am using too. Thank you to Molly for her efforts seeking something that works out, or doing a better job at assessing our kids.

Commissioner Gardner said that they would like to continue measuring school readiness. It is just a matter of knowing which tool is best to do so

Ms. DesBaillets suggests that also getting back and running with the partnerships with schools is needed. Commissioner Raust commented that change means more work, and that she supports the assessing of social emotional wellbeing. Doing my presentation this year raised a lot of questions around prevention and to have that done will give us a lot of information in that aspect of how our communities are doing. Commissioner Gardner said that it was a good point in terms of focusing the resources. Doing things a focusing on bettering based on data as to who is affected. Commissioner Raust said she would be fascinated to see what would come out for the Latino children because one thing that she saw in the data was that there was a higher percentage of child abuse incidents in the community and the current

maltreatment is lower than in white families. This could say that are a lot of strains were those families end up being able to mitigate risk better somehow or are receptive to intervention. I just think that data would be so interesting to look at.

Commissioner Gardner commented that the board will be hearing more about that topic.

13. Program Updates

For the Childcare Quality System we continue to serve all the providers that we served last year except for one that moved back to Mexico and one that moved out of the County. We are still providing support, especially IT support, which is not my staff strength to try to help providers to access training; it has been hard with the older providers. Some of our providers struggle with Zoom and emails and everything computers. They all have devices and they are all supported though that. We will find out in the next training in the contract that you just approved. The test is to see if we have been successful in helping people register and accessing for trainings. We are offering coaching but the sites are all so overwhelmed right now that we haven't have anybody to access coaching in the first half of the year. They are about to do midyear meetings so maybe they will do in the second half, but is not very likely with all the extra work.

Home Visiting; I participated in reflective supervision and community of practice with Parents As Teachers which was really helpful to me in learning more and deepening my expertise in the support I offer the Home Visitors in this reflective practice way that is less administrative and more supportive and deeper thinking. I am doing another training right now though the Quality Ratings improvement systems to learn to incorporate that reflective practice into another program not just Home Visiting. The Parent Infant Mental Health Scholarship is a highly acclaim UC Davis fellowship that is quite expensive. Ms. DesBaillets reported that in the past years we had not been able to send anyone (despite MCOE agreeing to be a funding partner) due to travel and winter travel and the required presence of the participants. Now it is all online and we don't have to pay for travel and because we don't have to pay for travel we now have enough money to pay it ourselves and I am very excited to say that Lara Walker a Fellow. She has been our home visitor since the beginning and this something that makes her feel very motivated and appreciated and highly regarded as her skills as a Home Visitor. It is Behavioral Health based and she is going to learn a lot about infant observation and she has to select four infants that she is serving and work through this deep work through the Fellowship. I am very pleased for her. Another thing is that we are serving two CalWORKs families. This is the third year we've had funding, but had not successfully served any families yet, we finally did and I think it was the diapers. I told Francie from Social Services that our program had diapers for everybody that does visits and two families signed up and they are doing visits. That's a big accomplishment.

Commissioner Raust suggested that maybe it would work to deliver free diapers to the hospital so that moms would sign up.

Ms. DesBaillets said thanks to MCOE there is storage for the diapers. We have the diapers at Early Start. When Dr. Collins and I talked about Labor and Delivery we can think about the diapers. There is no size zero, is different sizing because they are from Mexico. I would have to ask if the smallest size we have will work for new born.

Behavioral Health-Peapod, we are down to only a couple of leaders and will likely be flying a new position for Bridgeport and Walker, but we are continuing to offer the Facebook Live Peapod Playgroup

and those are our most successful. In Zoom we only get a couple of participants, but they are the same participants coming weekly since COVID began. Even though there is only a couple it is still a success. School Readiness, I started talking to the district and planning for Kindergarten round up set the date for Mammoth Elementary School for March 16th, and once I get the dates I will send them to the Commission. They are doing Zoom Round Up. I will be talking to Eastern Sierra next week to see what they are going to be doing. I am working with them to support it. I am also hoping to get backpacks like we have in the past to give out to families in those events. Thanks to pediatrics for the partnership, they give us numbers of the age eligible kids to give to the school districts and help mailing out a direct flyer. We will also put it in the paper a couple of times.

The Community Development Block Grant continues in Bridgeport following the school schedule, when it is in-person the preschool is also in-person. That's been a great partnership between the County and Eastern Sierra. Thankful and happy to have another preschool in Bridgeport.

Systems Building. There are a couple letters I signed and added to the packet. Anything that sign, I will always bring forward to everybody. I was approached from Loma Linda for some support around an ACE's (Adverse Childhood Experiences) grant application. We had no plans of applying so I am happy that Loma Linda decided to include us in the regional application. I will let you know if I have an update on that. Also, I signed on to a Children Now letter that advocated for some budget inclusions.

14. Budget.

Commissioner Gardner reported that Budget information is included in the packet with different format. The total is at the end, and the different programs can be seen there. Ms. DesBaillets thanked Commissioner Gardner for highlighting that it is a different format. I am spending more time in fiscal stuff than I envision myself with the shift over to not having a fiscal person locally. We have three fiscal systems, there is stuff directed to MCOE, to the County, and we have some internal. Making all these three things work together for our new fiscal partners Jitasa, has been a lot of work. If you look at the salary and the rent allocations in the budget, they are off a little bit. They have been re-calculated, so look for some shifts on that for our next budget in March. But if you look at it now, you will see we are not over in salaries. The percentage allocations are challenging because they were allocated some way in the MCOE system and different in our system and we had to make those things work together. I just invoiced last week. Rent is over budget also because Jitasa has never work with government agencies so allocating rent to indirect was new for them. Those extra charges for rent will end up in indirect charges that will be paid by various grants.

Commissioner Gardner asked Ms. DesBaillets if she can talk to Jitasa for more user friendliness or if we are getting what we are paying for. Ms. DesBaillets said that they are amazing those dollar re-calculations, I had them made three times and they did it three times in three days. They are responsive, and we have a weekly standing meeting with my contact.

ACTION: Commissioners to approve the 2019-20 Audit and 2019-20 Evaluation report

MOTION: Commissioner Collins

SECOND: Commissioner Raust

VOTE: Unanimous

ABSTENTIONS: None

Commissioner Gardner reported that he would like to do a children's summit in Mono County that would include schools and everybody. Get everybody in a room for maybe a day or two, whether is zoom or in a room. The point is get into these areas and get a lot of focus and let everyone know what we know and what we don't know, just to raise awareness. Commissioner Adler said she would be more than happy to help put something like that together. This was supposed to happen in 2020, but COVID pushed that off, but we need to do that. Jennifer Kreitz from the Board and Stacy are supportive of that. We will do that eventually. Ms. DesBaillets said that it is something to consider, that in the past she worked on Child Bill of Rights.

15. Close Session: Public Employment (INFORMATION)

Commissioner Gardner reported that they approved the evaluation report for the fiscal year 2019-20 and provided that to Ms. DesBaillets.

Meeting Adjourned

The Commission's next meeting is scheduled for March 18, 2020, 2:00-4:00 Via Zoom.



Minutes

Regular Commission Meeting
Thursday September 17,
2020 2:00-4:30 pm Virtual by
Zoom Conference

Commissioners Present:

Bob Gardner, Chair
Stacey Adler, Vice Chair
Michelle Raust
Kristin Collins

Staff Present:

Molly Desbaillets, Executive Director

Commission Chair Gardner calls the meeting to order at 2:00 pm

1. Public Comment

No public comments

2. Commissioner Reports (INFORMATION)

Gardner-reports that the County passed the budget on September, and that included 100 thousand for home visiting, for the current fiscal year. It is the second year that the County has been able to contribute County money for that, and they will continue. There is no indication of lack of support so they will continue to push for that.

3. Director Report (INFORMATION)

The first thing I would like to share is that Commission re-appointments are upcoming and ethics recertification. Will email each individually as they come due, and they will notice later in the agenda that they have one commissioner re-appointment. She has been talking to a fellow ED from Amador; I learned that she had the Board of Supervisors amend their ordinance so that that re-appointment would be necessary. It included a mechanism to vote people out if that was necessary, but generally, nobody really does get re-appointed, that it makes more sense to just appoint people and have that be until they resign or get voted out. Unless I hear from any of you that there is an objection to that, I will continue to pursue that change with the County Counsel.

Two of the Agreements that were approved last commission meeting I am not moving forward on because of contracting requirements with the state that mandate all our contracts to be directed towards COVID response. One was for training for childcare providers, and the other one was for assessments that relate to rating. I am not anticipating to move forward with those. Although there will be an update from the California Quality Counts team as to if the assessments will be allowed later in the year, so maybe moving forward [later], but at this time, not.

Secondly, related to the Commission. I wanted to give some funding updates. Bob already shared one of them for me. The other one is that we were awarded the Cal-WORKS home visiting contract for 20 thousand dollars. That one has been difficult to spend down. This will be our third year with that funding source, and we have not been able to serve any families in Cal-WORKS. We had four families that had signed on, but they didn't return our call. That's a work in progress.

I wanted to talk about preschool. I just want to update you on some activities that have been going on with me related to CDBG. Some of you might have noticed that I submitted a public comment in the CDBG hearing at the town and got a response a couple of weeks later from somebody name Nolan. You may know him. He is working on the Town CDBG application. This year, they will focus on housing, but for the next funding cycle, the town seems to be eager to pursue a CDBG application for childcare. Also, I have spoken to Jennifer Wildman, the Superintendent at Mammoth Unified, who is eager to support in any way they might be able to, including asking for land allocation from her board. That wouldn't be able to be considered until after the Town decides what their application would be. I just wanted to let her know what we were thinking of, let it roll around her head. If you have input, you can encourage me to pursue one way or another in terms of a CDBG application with the Town.

Jennifer Wildman has degrees that will allow her to be a director of this site, which she has done in her previous position. It can be challenging to get licensing. She is willing to help in that capacity. Those are my updates for preschool.

Audit documents have all been submitted for everything that we have been asked to date, we are still waiting for more sample requests. We did end up having a surplus for about 34 thousand dollars, so I will be asking for any input on how the Commission will like to handle that, if there are any spending ideas that you would like me to pursue. One thing that comes to my mind is going back to the Strategic Plan. One of the areas is communications, something that can be a challenge. Maybe a communications firm to do that kind of work, to get our word out about our playgroups and home visiting.

Some work that has been going on with the First 5 Association and First 5 California are the couple work groups that I serve on. One is the small population county funding. I am just developing materials for the

First 5 California Commission meeting in October and January. I am also serving on a Diversity, Equity, and Inclusion work group. Some of the target outcomes for that group are to have some Commissioner involvement. To be continued with that as well.

I didn't mention anything to you guys yet about a vape tax issue that has been at the forefront of First 5 Association work up until the close of the legislative session. They are figuring out how to define where the taxes on vape products go. Of course, the Association is advocating that they are categorized as nicotine products and that the same amount [as is currently levied on tobacco products] would go to First 5. I may be asking for some support letters when there is a new legislative session that is considering the vape tax definition again.

An update on the legislative session: there was a senate bill that was signed already that bans flavored tobacco. Mono County was at the forefront of that issue. Mono County banned that before the State did. It was nice to see that the State followed our lead, I think. It is nice to be recognized at being on the vanguard of that. There are four bills on the Governor's desk that First 5 Association supported. Two of them are related to telehealth, expanding telehealth as a viable service through medical. One of them related to 12 weeks of family leave requirements. The last one is a right to safe, decent, and affordable housing. The Governor has until September 30th to sign those. At the Federal level, I just wanted to mention that Paul Cook has introduced legislation to recognize the Mono Lake Kutzadika'a tribe. The Board of Supervisors had a lot to do with that. I am thrilled; it is meaningful to me for being from Mono Lake.

The last thing from Director updates. The Operations Committee met. I am putting together more fiscal analyses from different agencies for our services that we get support from MCOE for, and will be meeting again before our next Commission Meeting.

Commissioner Gardner thanked Molly. A few things came to mind as you were talking. On the tobacco side, Mono County has made a lot of progress. One thing that we have not done which the Public Health Department proposes is limiting smoking in multifamily apartments. It is a big issue with children in terms of ventilation; for example, right now, when everybody is staying inside, and the ventilation is just sucking that air in. If someone is smoking outside, the ventilation system is sucking that air in. The point is, in my view, one supervisor, we are not done there. That is a critical point that affects the health of the children in our community. The second one is in terms of the Kutzadika'a tribe. We got to get that out, and it is great that Cook introduced it; it should have been introduced years ago.

4. Minutes (ACTION)

On our agenda we had minutes form January 23rd, June 6th, and June 18th Minutes

Even if you were not at those meetings, it doesn't mean that you cannot approve that. We had a legal counsel review that based on the fact you trust the view of those who were in those meeting these minutes you can vote to approve these minutes. We need not to delay these. Any questions or correction to these minutes.

MOTION: Commissioner Adler

SECOND: Commissioner Collins

5. Safe Kids (INFORMATION)

Garner. We have an update from Debbie Schnadt from the Safe Kids program.

Debbie. It has been a great pleasure to be the Safe Kids Coordinator. I will be retiring in November, so it won't be me anymore. I am a car seat tech, and that will go away until new people become car seat techs. They have been working to extend the car seat checks for technicians to stay certified. They have been doing some on video. A person sets up the appointment with the person who can approve the car seat check, and the person watches through the video. The CSP has a car seat tech, and her certification is running out, and hopefully, she will be able to do that. There is someone in Bishop who has the ability to sign off car seats for car seat techs. She did recently approved one in-person with the Mammoth Lakes Police Department. I did request to receive car seats; they are the convertible car seats that have the longest amount of use for rear-facing than to be able to turn around for forward-facing, it has a lengthy lifespan for the child's needs, and some boosters. I do not know how many we will receive because it depends on how many people sign up. Next week it is Child Passenger Safety Week. Kari and I have contemplated trying to do an event, but with COVID and now with the smoke, we decided it is not a safe thing for us to do. When you get in people's cars and change their car seats, it is pretty nasty, so with COVID is no, I really don't want my hands in their car. We gather some videos on how a parent can check their car seat or where the straps and belts go. It should be now on the police department web page. That is exciting.

We have fourteen partners currently, and I am waiting on six memberships to come back. I am going to hold the first Zoom Safe Kids meeting next week so that I can get a take of what can people are able to do

The one thing with COVID is the sharing of resources that have come from all directions. I have tried to push those out, so when I have information that is really valid, send it to the people who have the interactions with the parents and the hospital so that the information can get to pediatrics for sharing.

Collins: It has not reached as. I was thinking where do we get all this information? Debbie: Would you like me to send it to you?

Collins: Shared name and email.

Collins: How are families finding out about these car seats? Besides receiving home visits from First 5, is there another way?

Debbie. We do have a resource flyer that we leave at IMACA and Courtney Powel has interactions. They are supposed to be for families that are in financial strain, but where we live and especially now with no Kmart. When Kari and I do car checks, we just give it to them. But, I don't want a daycare provider, come to say I transport my kids when we go to the park, and I want car seats. That is their business.

I just know it comes up once in a while where a family is talking about the cost of changing their kids to a convertible car seat. It would be nice to have a handout that I can give them.

Debbie: Right now, we could give a car seat, but I would do a virtual video for the parents to watch and have them show me that they know how to latch it in and no movement and where they put the straps for their child. And I would give them a car seat. I did get an email from a young mother who needed to come to Bishop. Now the problem is that you are not allowed in public transit if you do not have a car seat. How does the mom or dad carry a child and a car seat and grocery bags or diaper bag. I've tried working with Eastern Sierra Transit, and they have been good. COVID coming in has stop forward progress, what was happening. When people get pulled over and they have a car seat violation and they get a fine the money goes to the County and they save the money for us. Then the money comes to us and we can purchase car seats or booster seats. I recently bought some of those harnesses which are better for the bus situation, and they are very expensive. The child puts on a vest and then a strap that goes around. It seems that those are for families who don't have cars.

It is for three year olds. I also bought buckets seats which we had quit doing because they are only good for a small period of time. Because we do have families in public transportation, we do have buckets seats and those harnesses to give to parents. The weight has to be 30lbs or more to be able to use those harnesses. The hard part with Eastern Sierra Transit is that they can't just have a car seat in the bus because of liability that goes without the car-seat being fitted to the child is unreasonable and the buses are old so they don't have the strap they only have the one that goes around. They are aware of it. I think it was well intended for public transport to have to needing car seats but making it mandatory for all people has detriment to our needy families that need the transports to go to doctor appointments and school.

Gardner. I am on the ESTA board and if we can have some follow up off line to discuss this with ESTA to see if there are some other things we can might work out, I'll be glad to do that to help out do that with Bill Mores director of ESTA.

Debbie. Yes, okay. I've had conversations with him. He's good to work with.

We purchased helmets. State Farm is on our Safe Kids Partners group. They are working and they have families come to their office. He has helmets and he is available for getting helmets fit on kids.

I do want to let you guys know that when I end up doing a car-seat check or giving a car-seat to a family or when we did safety fairs and we were able to give them items to block their plugs or to keep their tvs from tipping over, I can't tell you how appreciative parents are. They get a packet of information for all kinds of information on safety issues. They are really appreciative. We know that these accidental deaths that can be prevented with a little bit of knowledge that giving that out is supper helpful. The funding that the Commission approves and the relationship between the First and Mono County Office of Education is a really good thing. Thank you for the opportunities I've had to share and help keep people safe. It has been a good thing.

Thank you.

Gardner. Thank you Debbie.

Adler. Thanks Deb.

DesBaillets. I just want to say thank you so much to Debbie. She has been our Safe Kids Coordinator for several years. Her heart and soul are in, and it is shown in how Safe Kids has grown and has been able to serve families with the partnership with MCOE, which I am also thankful for. It is seven thousand a year of an investment and it has such an incredible impact in our County.

6. Raising a Reader (INFORMATION)

Gardner. We have Chalese Miller to give us an update.

Hi everyone. I am Chalese, I am the Early Literacy Coordinator. I just started in February. I am going to updated you the best I can with the help of Carissa. Is Carissa here?

DesBaillets. Not yet.

Chalese. I think we were thinking it was probably 2:45. Let me start with saying the things. I am loving Raising a Reader and working with the kids. I don't know if you have been able join in to the library story time lives. We have been doing that since COVID. I am just waiting for Carissa here.

DesBaillets. I am sending an email.

Chalese. I have been living in Mammoth since 2014. I am also a ski host in the Mountain. We don't have the yellow jackets anymore. If you see me wave. I am just telling you a little bit about myself some. My son is also one of the owners at Rock Creek Lakes Resort, he married the oldest daughter Amy King. If you had any of the King's girls around maybe you went to school with them or something like that. Amy King is my daughter-in-law and that who brought as here and we are kind ski bumps, so we came here to be ski bumps. Is Caressa here? Can you guys see my screen?

Debbie. Chalese may I ask you a question? This is Debbie from Mono County Office of Education. I did sign up to read children books so that you can have more people share stories. I don't know how am I supposed to go about that. Do I record myself and send it to you.

Chalese. Yes. We are going to talk about that today. That is something new and we are going to call it Story Time Presents and we are going to have a community members read a story. I have already reached out to Brandon and Teresa Rosia. I will include you in at all of that. We will be moving forward with next week.

This is Carissa Devine she is our youth program manager. I feel like I am an extension of Carissa and all of her

hopes dreams.

Chalese. Presentation.

Here is Carissa she is the youth program manager of the library and she is who I team up with. I enjoy working along side her; she is a fearless leader. This is me.

To wrap up the year of 2019-20 it was a little strange. I came in my first day was Feb 20th

Two weeks later, we went into COVID shutdowns. Many of the traditional end of the year activities didn't happen, but we did celebrate. At the end of the year, we made gift bags for all the participants. It included a book, a goody, a bookmark, and a letter for the parents to express and explain how to utilize our online library resources. We handed those out at the time of the red bag retrieval. I was able to retrieve all bags. There were a few that were missing, but it wasn't anything above normal. All of the participants ended on a high note, super positive. These are some of the responses from the parents: "Love the program," "wonderful program," "I like how easy it is to get new books." Also, we include a good portion of bilingual books and any specific needs each site might have. Looking at the year as a whole, we have 12 participating from Benton all the way up the Coleville; we had 127 students participating. Each month we would visit the sites. Apparently, Carissa continued from the time that the early literacy coordinator left; in early fall, Carissa took over, kept our monthly visits going, and then I stepped in, and I was shadowing alone with her right before they shut down. These visits are really fun. It is not only the time we support our affiliates and find out their needs. We are reading books, singing songs and finger plays, building connections with the kids, and getting them excited about reading. You can see the picture of the kids. This is at the library. We have our weekly story time. This is a little more detailed than when we go to the sites. We are able to extend the stories, and the way I like to do that is to build centers much like you would see in a preschool classroom. My previous experience is that I was a preschool director. I have centers where I can extend the story and really build those early developmental skills. As you can see, we have a dramatic play in the background. See the little girl; she is doing a puppet show in the very back. We have a craft. Against the wall we have a parent who happens to be a preschool director in the end, she is working on writing skills.

During COVID, I did not collect the bags until June. A lot of that was due to the fact that they were still being used.

Parents were very appreciative to have that resource available. It turned out to be a strong resource. They are starting fresh for 2020-21 and moving forward. I have been participating in Raising a Reader town halls. I have learned a lot about the program. Yes, we are moving forward, our affiliates are super excited, and we are putting safety first. Through these town halls, I have learned a lot about the CDC guidelines as far as printing materials and so forth and guideline as well as recommendations. They have presented three options, and each of these options I have expressed and given to affiliates, and they have opted for continuing with the bag rotation. It is most likely be a Monday to give the bags to students, and those bags will be returned on a Thursday. They will have a rest period that is a quarantine time for the books. They have also decided to continue to use the same red bags. They are not concern with the material that they are. We are going to continue with the bags as they are. We are providing them with a quarantine bin. When those books are brought back to the school, they will be able to have a rest period in a quarantine bin. I am also providing the opportunity; I am available to them for wherever they are needing. I will go into the classrooms on wherever virtual platform they are using to present virtual story time.

The affiliate support that I will be giving this year is I am going to give monthly updates. I have already started doing that through COVID. I will be formulating a newsletter and simple updated information. I am available for any site visits if an affiliate feels comfortable with that, and following the guidelines. For parents, in the red bag I have included a laminated sheet that is colorful and simple, is going to have a tip. Each bag has something totally different.

We are going to develop a private Early Literacy Facebook page along with our story time. We are going to continue the story time live. We are going to have Story Time Presents. I also have an author that is going to be reading her book.

Out of all the participants from last year (12) we have 8 currently and I want you to know you why. A couple of sites are no longer existence, one has no children, and the fourth one is only getting newsletter as of now.

Carissa. My name is Carissa Devine, I have been working at the youth program manager at the Mono County Library for over a year now. I started August 5th in 2019. I was hoping to introduce Chalese, she came on board just in February. She did a stellar job at coming in and right away to our new virtual world. We are really grateful to have her with us at the library. She really brought a powerful, strong energy to Story Time Live. The Mono County Library efforts overall for early literacy in addition to the Raising a Reader Program.

I just wanted to take a moment to go over the summer reading program. We did have a Pre-K board game available for the summer. It was expanded this year to encourage a more holistic approach to learning in general. We did not have a super high participation from this age group. We had four sign ups and only two kiddos finish the program. We also had quite a few in the kindergarten grade age range, which was great to see. Down there in the left we have a picture from the regulars on June Lake. There was some participation, not surprisingly. It was an odd year. We tried to accommodate the families as much as we could, and make it accessible for them at home and meet them where they are at.

We have virtual story time. We have a live story time every Wednesday by Chalese, and we also have Beatriz offering a Spanish story time live every second Friday. Chalese has four to twelve viewers per story time and we get between 40 to over 300 that view the videos for a few minutes. This showcases Chalese's stellar story time reading in addition to accompanying activities. Finally, we also completed in the last few months a project. In November we got grant money to renovate the children's library, and we completed in May. We removed un-necessary shelving, brought in some furniture, wall toys, and the discovery toy that focuses on inviting child led discovery and interactive learning between parents and children. It is on temporary hold due to COVID.

I have seen a few families building towers with the cushions, rearranging them and playing games.

Gardner. Thank you, Chalese and Carissa. It is a great program. We appreciate your efforts even in spite of COVID challenges it sounds like you are getting it done. Thank you for your hard work.

DesBaillets. Echo your thanks. It's been awesome to watch and all the home visitors have been watching occasionally, and they think she is so good at it and have been taking some tips from your Facebook lives. Thank you.

7. Robertson Reappointment

Gardner. Patricia was going to join us, but she had a pediatric appointment. She will be joining us. We are glad she will be joining as a Commissioner, and join us for another three years to 2023.

8. Contractual Agreements

Gardner. There are seven agreements. We can approved them in one scoop. Molly do you want to go over these?

Molly. The first three are from First 5 California. First one for IMPACT for three years; this is the Child Care Quality System. One of the funding streams that we've had ever since we began and previous iterations. We also provide support for child care providers and sites through that funding. It funds two part time positions, Annaliesa and Elvira who coordinate, advise, and support providers in English and Spanish. The second one is our IMPACT Regional T and TA Hub we were supposed to lose this contract at the end of last year. First 5 California decided to continue with the existing regions, Mono, Inyo, and Alpine for at least for one more year. There has been some feedback sessions to First 5 California from small counties that have reiterated the benefits of small counties grouping with small counties rather than with larger. We will see if they decide to extend our current regions or re-group us to realign us with Riverside, San Bernardino, and take Alpine out.

We are glad to do that with Viva Coordination. We have a contract with VIVA for those services. It is based in San Francisco.

C. is our home visiting coordination. This was new funding; I was on the fence to apply or not apply for this. First 5 California strongly encouraged me to do it, so I did. They are seeking for counties to begin the work of coordinating home visiting with other agencies in the deeper level. Up to date, I have been making a presentation in staff meetings for other organizations that might benefit from us. The plan is to include more of my time and home visitors who will be assigned to different agencies if they choose to, to begin the deeper coordination work.

The next two agreements are from the California Department of Education. The first one is an additional fund for the QRIS Block Grant, it is an additional fund for the Child Care Quality System. It is similar to what IMPACT does, but from the CDE. The CSPP Block Grant is also part of the Child Care Quality System's grant for state preschools sites that agreement is through the County Office of Ed, and we are thankful to them for being the lead agency, which is a requirement for that grant.

We have two expense agreements. One of them is with Mammoth Unified School District for three thousand dollars for them to assess their incoming kindergartners. I hope that both school districts choose to continue to do assessments. Eastern Sierra has opted out, so that is going to be a significant impact to our data. They are doing some form of assessment for kindergartners, which is why they have opted out. I have not yet gotten a copy of what that is, but I am hoping to still get some data. Thankful for Mammoth Unified for continuing that.

Lastly, the Base Marine Corp, the stipend that we give to them requires a contract. This is for the Child Development Center at Base housing north of Coleville.

Gardner. Question on any of these items? If not, I would state that we would determine that the subject matter of this proposed agreement are consistent with the strategic plan and fiscal plan.

ACTION: Commissioners to approve the Contractual Agreements

MOTION: Commissioner Raust

SECOND: Commissioner Adler

9. Website Revision for ADA Compliance (ACTION)

Molly. In working with the MCOE IT Department something happened with the website and they were looking at the and reminded me there is an ADA compliance for websites that our site does not currently meet. That prompted me to reach out to that company that first built our site and see if they would be able to support our revision and update so that we would be ADA compliant. I am looking at really updating our website to be both ADA compliant and to be more stream lined. Currently there is a lot of words in it, and it's pretty colorful. I am thinking to change it more to look like the First 5 California Website. Which is just a little bit more straight forward. If there is any input from Commissioners I am happy to hear it, in terms of what the website design might would look like. Perhaps I would bring that back before it is actually published if this is approved. I am also thinking to ask them to make our site English and Spanish. Which is something we have been missing for so long. I feel like we do a good job at serving proportional percentages of the population in English and Spanish as compare to what the population rates are, but our website doesn't reflect that. I think it would be a great idea to add that in as well.

Gardner. Any questions on that? Is the website owner Winterstreet, the one we have been dealing with in the past?

DesBaillets. Yes, the company name is Winterstreet Design and they have already put together a proposal. I am just trying to decide with your input, if you would like me to purse a contract with them. They are out of Carson City and they are phenomenal. They have been wonderful to work with and they are very affordable.

ACTION: Commissioners to approve the pursue of a contract with Winterstreet Design

MOTION: Commissioner Collins

SECOND: Commissioner Raust

10. Staffing (ACTION)

DesBaillets. Since I started as Executive Director I have been a .9 FTE. I work 34 hours a week for 11 months and I have been happy to do so with my negotiation upon accepting the position to take me down from a full time equivalent. At this point in my life and the Commission work, I would like to ask for that to be changed to a full time, 40 hours a week 12 month a year position. One, because there is funding right now, both the Mono County funding for home visiting and the First 5 California funding for Home Visiting would still ensure that our budget would be flat. It is not going to be a negative draw in our budget balance, and because if you recall before COVID I was raising my red flag and things had gone side ways: loss of staff, new fiscal partner, home visiting staff, a lot of changes since then. My time will be used to focus on deepening our home visiting work. It is something that I spend a lot of my time on, but with this I will have a whole day dedicated to home visiting. That's my plan with that.

I am open to any input and re-direction as needed.

My other thought is that neither of those funding streams are permanent. The First 5 California is for 2 years so I would absolutely be willing to flex back to .825 to maintain our funding not drawing down our fund balance.

Gardner. You said you are at thirty six hours a week?

DesBaillets. Thirty four hours, eleven months a year.

So this would add another six hour day. Another day of six ours.

Any other questions about this?

You have indicated from a funding stand point that this has no impact in the funds that are coming in.

I do recall you mention. I know I mentioned, if you need help you need to wave your hand. You said, "I don't need help yet, but I reserve the option to raise my hand in the near future."

This addresses that. Something we need to keep in mind. We do not want to burn out people.

Any other questions from any of the commissioners.

ACTION: Executive Director's Staff time increase from .825 to 1 full time position

MOTION: Commissioner Adler

SECOND: Commissioner Raust

11. Program Updates

a. Child Care Quality System

We are in the process of enrolling providers right now. This year we are required that participating providers enroll through the Workforce Registry, which both IMACA, the Mono County Office of Ed Local Planning Council Coordinator (Courtney), and I are working on making sure that all of our trainings are on the registry. The challenge we have right now is that we have a bunch of providers that don't know how use a computer.

I have a meeting with Courtney and Kelly from IMACA so that we can try to figure out how to continue to have enrollment in our trainings.

Everybody that has participated in the past will continue to participate except the sites that are closing (Benton and Lutheran Preschool).

We are starting to see some of the loss childcare in our County as is predicted. The prediction across the Nation is about 50% of child care slots will be lost. We have a couple providers in Mammoth that are in line to become licensed. I want to spend a second patting one of our staff members Elvira De Ceceña on the back. She has recruited two of her families who she serves through Home Visiting to become childcare providers. They are in the process. I am thankful to her and proud of her to for being a good support to the families to get a source of income and to support the rest of their peers with child care.

b. Home Visiting

Still continuing serving as many families. Lots of visits. Families are going back to work, so our Home Visitors are saying that it is a little hard to schedule visits. That in my mind it is great news because the families are working. It is hard on our staff, but what small drop in the bucket of the family's life it is in comparison to having a job.

c. Family Behavioral Health

We switched some of our groups to Facebook Live in following Chalese really. We noticed how many participants the Library was getting in their Facebook Live. We get about one to two participants for our Zoom play groups but Between 30 and 200 views when we do it on Facebook live.

d. School Readiness

Other than working on the contract for accessing incoming kindergartners, we are not doing anything at this time.

e. Community Development Block Grant

The Community Development Block Grant I already updated you to let you know that the remaining funds from our last CDBG application can be used to fund this year's preschool. Eastern Sierra is very grateful for that. They had agreed to fund it without any source of funding, so that is really good news for them. We are still awaiting to hear on the next funding cycle if we've been awarded the funds or not. I'll let you know as soon as I hear; Megan from Mono County has let me know, she will tell me as soon as she hears.

f. Systems Building

I put that all in my Director's report. I don't have anything to add there.

Raust. it was nice to see those videos and how adaptable your staff is. Is a big jump from doing something in person to doing something in front of the screen. They both looked confident and at ease with it.

Is taken awhile. We've have some computer literacy issues around staff. Is hard to learn something. Especially people that are engaged with young children. Is different parts of the brain--the computer, and the I like to play with babies. They are doing a fabulous job.

12. Budget Update (ACTION)

Gardner. The next item in the agenda is budget update and for this we need to take action to update our budget based on recent action. Is this basically the thing we approved above.

DesBaillets. Yes, and it also adds in the CDBG funding from our previous agreements. This new budget is so complex that I was not able to provide for you the previous budget amounts. If you need to, you can just go back to the previous agenda and find the adopted budget from there.

It is including my staff time up to 1 FTE, adding the CDBG funds, and adding the revenue from First 5 California and the CDE from Mono County.

ACTION: Budget Update

MOTION: Commissioner Collins

SECOND: Commissioner Raust

13. Close Session: Public Employment (INFORMATION)

Deferred

Gardner reported that this item need to be deferred again. He needs to get in touch with those who fill out Molly's evaluation, and with those who did not. He will get this done before the next meeting.

Meeting Adjourned

The Commission next meeting is scheduled for January 21, 2021, 2:00-4:00pm via Zoom.

TERMS OF USE AGREEMENT

The ASR School Readiness Assessment Model™

Introduction

Thank you for your interest in the School Readiness Assessment (SRA) model developed by Applied Survey Research (ASR) in 2001. The SRA model is an easy-to-use assessment package of child, parent and teacher tools that have strong validity, including associations with 3rd grade academic outcomes. The tools included are the Kindergarten Observation Form and the Parent Information Form. Together, these tools provide an illustrative portrait of children's readiness for school, as well as information about the risk and protective factors of the families, communities and schools that are supporting them. The model yields valid, useful data because of the careful controls we have in place for training and data collection. Therefore, the tools within the SRA model are copyrighted and not available for unregulated public use.

Terms of Use

You are requesting a one year Terms of Use agreement for the Kindergarten Observation Form (KOF). As part of the terms of use, you agree to not make any revisions to the forms without ASR's approval, and you agree to not use the KOF for diagnostic purposes or to hold children back from kindergarten entry.

The fee for a one year terms of use agreement is \$300, and this fee entitles you to:

- A 1-2-hour phone consultation to provide an overview of the tools, understand your readiness research goals, and provide guidance on how to manage the assessment, including the teacher training.
- Provision of master forms for duplication and packeting.
- A training PowerPoint for teachers.
- A 30-minute instruction on how to enter data into our data platform.

Additional Services are Available!

ASR can support your readiness assessment in any of the following areas:

- Customization of tools
- Drawing the appropriate sample of schools and classrooms
- Recruitment strategies for schools and teachers
- Preparation of pre-numbered teacher assessment packets
- Teacher trainings
- Data entry
- Data analysis
- Reporting: executive summary or comprehensive report

Please let us know if any of these services are desired and ASR can provide you an estimate of costs at our special non-profit rate.

Payment

We will invoice you for \$300.

Signature

Your signature below indicates you agree to these terms and conditions.

Signature

Name

Date

Office/Organization

**AGREEMENT BETWEEN FIRST 5 MONO
AND MAMMOTH UNIFIED SCHOOL DISTRICT
FOR THE PROVISION OF KIDERGARTEN READINESS ASSESSMENT SERVICES**

INTRODUCTION

WHEREAS, First 5 Mono (hereinafter referred to as “First 5”) may have the need for the Eastern Sierra Unified School District’s services of Kindergarten Readiness Assessments of Bridgeport, CA (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 to First 5, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by First 5 to Contractor to perform under this Agreement will be made by the Superintendent of Eastern Sierra Unified School District, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon First 5 's need for such services. First 5 makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by First 5 under this Agreement. By this Agreement, First 5 incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if First 5 should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at First 5's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and First 5 laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- ☐ **Exhibit 1:** General Conditions (Construction)
- ☐ **Exhibit 2:** Prevailing Wages
- ☐ **Exhibit 3:** Bond Requirements
- ☐ **Exhibit 4:** Invoicing, Payment, and Retention
- ☐ **Exhibit 5:** Trenching Requirements
- ☐ **Exhibit 6:** FHWA Requirements
- ☐ **Exhibit 7:** CDBG Requirements
- ☐ **Exhibit 8:** HIPAA Business Associate Agreement
- ☐ **Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from May 1, 2021, to October 30, 2021, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. First 5 shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at First 5's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by First 5 under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from First 5, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by First 5 to Contractor for services and work performed under this Agreement shall not exceed \$2,000, not to exceed \$two thousand dollars in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). First 5 expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to First 5, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at First 5's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at First 5'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, First 5 shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should First 5 determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, First 5 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 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, First 5 will not withhold any federal or state income taxes or social security from any payments made by First 5 to Contractor under the terms and conditions of this Agreement.

(2) First 5 shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, First 5 has no obligation to withhold any taxes or payments from sums paid by First 5 to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. First 5 has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by First 5 to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by First 5. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with First 5 to ensure that all services and work requested by First 5 under this Agreement will be performed within the time frame set forth by First 5.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, First 5, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to First 5. Contractor will provide First 5, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and First 5 as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, First 5 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 identified in Attachment A to this Agreement. First 5 is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. FIRST 5 PROPERTY

A. Personal Property of First 5. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by First 5 pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of First 5. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of First 5. At the termination of the Agreement, Contractor will convey possession and title to all such properties to First 5.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$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 First 5 as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of First 5 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 First 5's 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 and/or services hereunder and the results of that work and/or services 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 One Million dollars (\$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 One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant

to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.

- ☐ Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$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 One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$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 First 5: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to First 5, 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 First 5.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to First 5, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by First 5, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by First 5. If possible, Contractor's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to First 5, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to First 5 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 First 5 as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that First 5 is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of First 5. 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, First 5, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of First 5 is to be considered an employee of Contractor. It is understood by both Contractor and First 5 that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

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

B. Contractor shall be responsible to First 5 only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to First 5's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of First 5.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to First 5, indemnify, and hold harmless First 5, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold First 5, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold First 5, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, First 5, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of First 5 shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that First 5 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, First 5 has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

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

14. TERMINATION

This Agreement may be terminated by First 5 without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to First 5 thirty (30) calendar days written notice of such intent to terminate.

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

15. ASSIGNMENT

This is an agreement for the personal services of Contractor. First 5 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 First 5. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of First 5.

16. DEFAULT

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

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a

waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and First 5 laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of First 5.

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from First 5 in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with First 5, or who has been an adverse party in litigation with First 5, and concerning such, Contractor by virtue of this Agreement has gained access to First 5'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 First 5 statute, ordinance, or regulation, then 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 First 5 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, First 5 has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same

formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or First 5 shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

First 5 Mono:

Molly DesBaillets, Executive Director
First 5 Mono
PO Box 130
Mammoth Lakes, CA 93546

Contractor:

Heidi Torix, Superintendent
Eastern Sierra Unified School District
P.O. Box 575
Bridgeport, CA 93517

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

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 executed in writing by the parties hereto.

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

FIRST 5 OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

First 5 Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN FIRST 5 OF MONO AND EASTERN SIERRA UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF KINDERGARTEN READINESS ASSESSMENT SERVICES

TERM:

FROM: May 1, 2021

TO: October 30, 2021

SCOPE OF WORK:

It is the mission of Eastern Sierra Unified School District (ESUSD) to work together with parents and the community to educate and motivate all students to achieve their individual academic, physical, emotional and social potential, in a caring, safe environment.

Through Commission Funding, ESUSD will continue its transition to kindergarten activities at all elementary schools within the ESUSD, including Antelope Elementary, Bridgeport Elementary, Lee Vining Elementary, and Edna Beaman Elementary. ESUSD will also work with the Commission to provide data and supporting documentation for local evaluation.

Service Delivery

- Provide annual Kindergarten Round-Ups at all elementary schools within the ESUSD, presenting information on registration and school requirements.
- Administer an incoming kindergarten assessment within one month of the first day of school to assess school readiness.
- Coordinate with Commission to maximize outreach to young children and their families.
- Work with Commission to improve outreach to parents and others in pre-kindergarten settings, with information and educational materials related to kindergarten readiness and transition. In particular, emphasize expanded outreach for Kindergarten Round-up.

Evaluation

- Where appropriate, collect and assist in the longitudinal analysis of academic assessment data on ESUSD third-graders (via standardized tests) to determine the difference in academic performance of those who participated in Commission-funded versus those who did not.
- Administer incoming Kindergarten Parent surveys to learn what school readiness activities a child participated in prior to beginning kindergarten or TK

Performance Standards

The Grantee shall carry out this agreement in accordance with the following standards:

1. The Grantee will maintain timely and accurate records reflecting service levels, participant characteristics, service outcomes and expenditures under the terms of this Agreement.
2. The Mono County Children and Families Commission staff will provide the Grantee assistance and guidance in the performance of this Agreement.
3. The Grantee lead program contact will be the ESUSD Superintendent, or his or her designee, who will be responsible for carrying out and reporting achievement of project expectations and outcomes.
4. The Grantee will work with the Commission in its evaluation of the project activities.

5. The Grantee will report on project progress, outcomes and expenses using the following reports due to the First 5 Mono office on the indicated dates:

Submission of Academic Performance results of second graders, as appropriate and in consultation with Commission. May 30

Submission of Kindergarten Assessment data to First 5 staff. October 15

ATTACHMENT B

AGREEMENT BETWEEN FIRST 5 OF MONO AND EASTERN SIERRA UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF KINDERGARTEN ASSESSMENT SERVICES

TERM:

FROM: May 1, 2021 **TO: October 20, 2021**

SCHEDULE OF FEES:

Teacher, Teacher Aide. or Substitute costs to conduct Kindergarten Assessments
Salary expense may include up to 3 hours of prep to prepare to administer the Kindergarten
Readiness Assessment.

TOTAL EXPENSES: \$2,000

EXPENDITURE REPORT

Eastern Sierra Unified School District

FOR FISCAL YEAR: _____

This page to accompany each report submitted

PERSONNEL EXPENSE (Salary and Benefits)

Example: \$35.00/hr, 5 hours = \$175 (Teacher, Jane Smith)

\$15.00/hr, 5 hours = \$75 (Teacher Aide, Ann Rogers)

1. Antelope Elem:	Teacher or aide expense for K Assessments		\$
2. Bridgeport Elem:	Teacher or aide expense for K Assessments	\$	
3. Edna Beaman El:	Teacher or aide expense for K Assessments	\$	
4. Lee Vining Elem:	Teacher or aide expense for K Assessments	\$	
Personnel Expense Total (not to exceed \$2,000)			\$

PROGRAM NARRATIVE

Person(s) Completing this data _____ for the Fiscal
Year: _____

Please work with the Commission staff to provide a summary of funded activities that occurred during the year and any notes or comments on these activities:

Implement annual School Readiness Kindergarten Assessment for all incoming kindergartners within the first month of school.

Please submit the K Assessments to the First 5 Office for compilation and analysis of results including any comments on the assessment process.

Where appropriate, collect and assist in the longitudinal analysis of academic assessment data on ESUSD third-graders (via standardized tests) to determine the difference in academic performance of those who participated in Commission funded activities versus those who did not.

**AGREEMENT BETWEEN FIRST 5 MONO
AND MAMMOTH UNIFIED SCHOOL DISTRICT
FOR THE PROVISION OF KIDERGARTEN READINESS ASSESSMENT SERVICES**

INTRODUCTION

WHEREAS, First 5 Mono (hereinafter referred to as “First 5”) may have the need for the Mammoth Unified School District’s services of Kindergarten Readiness Assessments of Mammoth Lakes, CA (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 to First 5, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by First 5 to Contractor to perform under this Agreement will be made by the Superintendent of Mammoth Unified School District, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon First 5 's need for such services. First 5 makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by First 5 under this Agreement. By this Agreement, First 5 incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if First 5 should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at First 5's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and First 5 laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- ☐ **Exhibit 1:** General Conditions (Construction)
- ☐ **Exhibit 2:** Prevailing Wages
- ☐ **Exhibit 3:** Bond Requirements
- ☐ **Exhibit 4:** Invoicing, Payment, and Retention
- ☐ **Exhibit 5:** Trenching Requirements
- ☐ **Exhibit 6:** FHWA Requirements
- ☐ **Exhibit 7:** CDBG Requirements
- ☐ **Exhibit 8:** HIPAA Business Associate Agreement
- ☐ **Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from May 1, 2021, to October 30, 2021, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. First 5 shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at First 5's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by First 5 under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from First 5, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by First 5 to Contractor for services and work performed under this Agreement shall not exceed \$3,000, not to exceed \$ three thousand dollars in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). First 5 expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to First 5, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at First 5's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at First 5'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, First 5 shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should First 5 determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, First 5 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 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, First 5 will not withhold any federal or state income taxes or social security from any payments made by First 5 to Contractor under the terms and conditions of this Agreement.

(2) First 5 shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, First 5 has no obligation to withhold any taxes or payments from sums paid by First 5 to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. First 5 has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by First 5 to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by First 5. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with First 5 to ensure that all services and work requested by First 5 under this Agreement will be performed within the time frame set forth by First 5.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, First 5, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to First 5. Contractor will provide First 5, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and First 5 as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, First 5 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 identified in Attachment A to this Agreement. First 5 is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. FIRST 5 PROPERTY

A. Personal Property of First 5. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by First 5 pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of First 5. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of First 5. At the termination of the Agreement, Contractor will convey possession and title to all such properties to First 5.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$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 First 5 as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of First 5 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 First 5's 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 and/or services hereunder and the results of that work and/or services 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 One Million dollars (\$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 One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant

to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.

- ☐ Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$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 One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$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 First 5: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to First 5, 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 First 5.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to First 5, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by First 5, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by First 5. If possible, Contractor's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to First 5, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to First 5 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 First 5 as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that First 5 is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of First 5. 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, First 5, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of First 5 is to be considered an employee of Contractor. It is understood by both Contractor and First 5 that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

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

B. Contractor shall be responsible to First 5 only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to First 5's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of First 5.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to First 5, indemnify, and hold harmless First 5, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold First 5, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold First 5, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, First 5, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of First 5 shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that First 5 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, First 5 has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

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

14. TERMINATION

This Agreement may be terminated by First 5 without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to First 5 thirty (30) calendar days written notice of such intent to terminate.

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

15. ASSIGNMENT

This is an agreement for the personal services of Contractor. First 5 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 First 5. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of First 5.

16. DEFAULT

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

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a

waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and First 5 laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of First 5.

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from First 5 in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with First 5, or who has been an adverse party in litigation with First 5, and concerning such, Contractor by virtue of this Agreement has gained access to First 5'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 First 5 statute, ordinance, or regulation, then 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 First 5 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, First 5 has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same

formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or First 5 shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

First 5 Mono:

Molly DesBaillets, Executive Director
First 5 Mono
PO Box 130
Mammoth Lakes, CA 93546

Contractor:

Jennifer Wildman, Superintendent
Mammoth Unified School District
P.O. Box 3509
Mammoth Lakes, CA 93546

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

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 executed in writing by the parties hereto.

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

FIRST 5 OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

First 5 Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN FIRST 5 OF MONO AND EASTERN SIERRA UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF KINDERGARTEN READINESS ASSESSMENT SERVICES

TERM:

FROM: May 1, 2021

TO: October 30, 2021

SCOPE OF WORK:

It is the mission of Mammoth Unified School District (MUSD) to work together with parents and the community to educate and motivate all students to achieve their individual academic, physical, emotional and social potential, in a caring, safe environment.

Through Commission Funding, MUSD will continue its transition to kindergarten activities at all elementary schools within the MUSD, including Antelope Elementary, Bridgeport Elementary, Lee Vining Elementary, and Edna Beaman Elementary. MUSD will also work with the Commission to provide data and supporting documentation for local evaluation.

Service Delivery

- Provide annual Kindergarten Round-Ups at all elementary schools within the MUSD, presenting information on registration and school requirements.
- Administer an incoming kindergarten assessment within one month of the first day of school to assess school readiness.
- Coordinate with Commission to maximize outreach to young children and their families.
- Work with Commission to improve outreach to parents and others in pre-kindergarten settings, with information and educational materials related to kindergarten readiness and transition. In particular, emphasize expanded outreach for Kindergarten Round-up.

Evaluation

- Where appropriate, collect and assist in the longitudinal analysis of academic assessment data on MUSD third-graders (via standardized tests) to determine the difference in academic performance of those who participated in Commission-funded versus those who did not.
- Administer incoming Kindergarten Parent surveys to learn what school readiness activities a child participated in prior to beginning kindergarten or TK

Performance Standards

The Grantee shall carry out this agreement in accordance with the following standards:

1. The Grantee will maintain timely and accurate records reflecting service levels, participant characteristics, service outcomes and expenditures under the terms of this Agreement.
2. The Mono County Children and Families Commission staff will provide the Grantee assistance and guidance in the performance of this Agreement.
3. The Grantee lead program contact will be the MUSD Superintendent, or his or her designee, who will be responsible for carrying out and reporting achievement of project expectations and outcomes.
4. The Grantee will work with the Commission in its evaluation of the project activities.

5. The Grantee will report on project progress, outcomes and expenses using the following reports due to the First 5 Mono office on the indicated dates:

Submission of Academic Performance results of second graders, as appropriate and in consultation with Commission. May 30

Submission of Kindergarten Assessment data to First 5 staff. October 15

ATTACHMENT B

AGREEMENT BETWEEN FIRST 5 OF MONO AND EASTERN SIERRA UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF KINDERGARTEN ASSESSMENT SERVICES

TERM:

FROM: May 1, 2021 TO: October 20, 2021

SCHEDULE OF FEES:

Teacher, Teacher Aide, or Substitute costs to conduct Kindergarten Assessments
Salary expense may include up to 3 hours of prep to prepare to administer the Kindergarten
Readiness Assessment.

TOTAL EXPENSES: \$3,000

EXPENDITURE REPORT

Mammoth Unified School District

FOR FISCAL YEAR: _____

This page to accompany each report submitted

PERSONNEL EXPENSE (Salary and Benefits)

Example: \$35.00/hr, 5 hours = \$175 (Teacher, Jane Smith)

\$15.00/hr, 5 hours = \$75 (Teacher Aide, Ann Rogers)

1. Antelope Elem:	Teacher or aide expense for K Assessments	\$
2. Bridgeport Elem:	Teacher or aide expense for K Assessments	\$
3. Edna Beaman El:	Teacher or aide expense for K Assessments	\$
4. Lee Vining Elem:	Teacher or aide expense for K Assessments	\$
Personnel Expense Total (not to exceed \$2,000)		\$

PROGRAM NARRATIVE

Person(s) Completing this data _____ for the Fiscal
Year: _____

Please work with the Commission staff to provide a summary of funded activities that occurred during the year and any notes or comments on these activities:

Implement annual School Readiness Kindergarten Assessment for all incoming kindergartners within the first month of school.

Please submit the K Assessments to the First 5 Office for compilation and analysis of results including any comments on the assessment process.

Where appropriate, collect and assist in the longitudinal analysis of academic assessment data on MUSD third-graders (via standardized tests) to determine the difference in academic performance of those who participated in Commission funded activities versus those who did not.

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN FIRST 5 MONO COUNTY AND EASTERN SIERRA UNIFIED SCHOOL DISTRICT FOR THE USE OF CDBG FUNDS (GRANT # 20-CDBG-12071) FOR THE PROVISION OF CHILD CARE SERVICES IN BRIDGEPORT AND BENTON, CALIFORNIA

THIS AGREEMENT, entered this XX day of XXXX, 2021 by and between First 5 Mono County (an agency of Mono County charged with planning, developing, and implementing programs of behalf of the County that support early development of children up to five years of age in Mono County, herein called the “First 5” or collectively with Mono County, the “Grantee”) and Eastern Sierra Unified School District (herein called the “Subrecipient” or “ESUSD”).

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

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for implementing and administering a CDBG Grant for Child Care Services in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

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

General Administration

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

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

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

B. National Objectives

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

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

C. Levels of Accomplishment – Goals and Performance Measures

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

Activity #1: Child Care Program Delivery. This task shall be performed in compliance with all Applicable Requirements, and includes the provision of preschool and child care services to eligible children in the targeted communities as described and in compliance with the Scope of Services set forth below. DATES: XXXX 20XX -- XXX 20XX

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

D. Staffing

Based on time tracking estimates*

Superintendent of Schools (2.04% FTE)

Fiscal Coordinator (1.74% FTE)

Edna Beaman:

Secretary (4.19% FTE)

Provider (8 hours 180 days)

Paraprofessional (7.5 hours 180 days)

Custodian (3.46% FTE)

Bridgeport:

Secretary (4.19% FTE)

Provider (8 hours 180 days)

Paraprofessional (7.5 hours 180 days)

Custodian (3.46% FTE)

E. Performance Monitoring

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

F. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start upon execution of this Agreement and end on the XX day of XXX, 20XX. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

	2020-2023 Operational Budget
Secretary	9,930
Fiscal Coordinator	4,326
Provider - 8 Hour	72,755
Paraprofessional, 7.5 Hour	62,975
Custodian	1,895
Food Service Worker II	8,129
Substitutes	9,300
Statutory Benefits	60,659
Health and Welfare	57,227
Books and Supplies	6,273
Travel / Training	2,091
Total Operational Budget	295,559

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

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$295,559. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. **NOTICES**

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

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

Grantee

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

Subrecipient

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

VI. **GENERAL CONDITIONS**

A. **General Compliance**

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

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

B. “Independent Contractor”

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

C. Hold Harmless

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

D. Workers’ Compensation

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

E. Insurance & Bonding

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

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

required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Self-insurance or insurance through a Joint Powers Agency, which provides the same level of coverage is also acceptable.

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

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

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

VII. **ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Closeouts

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

6. Audits and Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available from the First 5 Fund in the County Treasury under this Agreement based

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds

under this Agreement at the time of expiration, cancellation, or termination.

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

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

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

IX. **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

“Section 3” Clause

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

contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

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

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

D. Conduct

1. Assignability

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

2. Subcontracts

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

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

3. Hatch Act

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

4. Conflict of Interest

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

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

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

5. Lobbying

The Subrecipient hereby certifies that:

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

d) Lobbying Certification

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

6. Copyright

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

7. Religious Activities

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

X. **ENVIRONMENTAL CONDITIONS**

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

XI. SEVERABILITY

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

XII. SECTION HEADINGS AND SUBHEADINGS

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

XIII. **WAIVER**

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

XIV. **ENTIRE AGREEMENT**

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

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

Date _____

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

First 5 Mono County

Eastern Sierra Unified School District

By
Executive Director First 5 Mono County

By
Superintendent of Schools

Attest
CLERK

Countersigned:
FINANCE OFFICER

By
Title
Fed. I. D.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MONO COUNTY COUNSEL

APPROVED BY RISK MANAGEMENT:

Mono County Risk Manager

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

SCOPE OF SERVICES

A. Principal Tasks

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

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

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

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

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

B. Budget and Method of Compensation

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

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

**INTRA-AGENCY AGREEMENT BETWEEN THE COUNTY OF MONO
AND
THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION
FOR
THE USE OF CDBG FUNDS (GRANT # 20-CDBG-12071) FOR
CHILDCARE AND PRESCHOOL ACTIVITIES IN MONO COUNTY**

THIS INTRA-AGENCY AGREEMENT, entered this XX day of XX, 2021 by and between the County of Mono, a political subdivision of the State of California (herein called the “Grantee”) and the Mono County Children and Families Commission, an agency of the Grantee charged with planning, developing, and implementing programs on behalf of Grantee that support the early development of children up to five years of age within Mono County (see Mono County Code Chapter 7.90 and Cal. Health & Safety Code §§ 130100 et seq.) (herein after “First 5”).

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

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

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

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

I. SCOPE OF SERVICE

A. Activities

First 5 will be responsible for implementing and administering CDBG Grant 20-CDBG-12071 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 Child Care Delivery. First 5 shall contract for the provision of for those child care and preschool activities described in detail in the Scope of Services, which follows the signature

portion of this Agreement and is hereby incorporated by this reference.

General Administration

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

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

B. National Objectives

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

First 5 certifies that the activity (ies) carried out under this Agreement will meet two of the National Objectives: benefit low- and moderate-income persons and meet community development needs having a particular urgency. These objectives will be met as prior to CDBG funding, there was no licensed child care providers in Bridgeport or Benton, both of which

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

C. Levels of Accomplishment – Goals and Performance Measures

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

Activity #1: Program delivery. This task shall be performed in compliance with all Applicable Requirements, and includes the provision of preschool and child care services to eligible children in the targeted communities as described and in compliance with the Scope of Services set forth below. DATES: XXXX 2021 -- XXXX 20XX

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

D. Staffing

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

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

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of First 5 shall start upon approval of this Agreement and end on the XXst day of XX, 20XX. The term of this Agreement and the provisions herein shall

be extended to cover any additional time period during which First 5 remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

	2020-2023 Operational Budget
Secretary	9,930
Fiscal Coordinator	4,326
Provider - 8 Hour	72,755
Paraprofessional, 7.5 Hour	62,975
Custodian	1,895
Food Service Worker II	8,129
Substitutes	9,300
Statutory Benefits	60,659
Health and Welfare	57,227
Books and Supplies	6,273
Travel / Training	2,091
Total Operational Budget	295,559

General administration funds of \$7,220 are available for First 5 Mono County under this agreement.

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

IV. PAYMENT

It is expressly agreed and understood that the total amount transferred to the First 5 and ESUSD fund by the Grantee under this Agreement shall not exceed \$302,779. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance

with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. **NOTICES**

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

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

Grantee

Robert Lawton, CAO
Mono County
PO Box 686
Bridgeport, CA 93517
760-932-5415
760-935-3550

First 5

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

VI. **SPECIAL CONDITIONS**

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

VII. **GENERAL CONDITIONS**

A. General Compliance

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

B. Hold Harmless

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

C. Workers' Compensation

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

D. Insurance & Bonding

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

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

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

E. Grantee Recognition

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

F. Amendments

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

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities

to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and First 5.

G. Suspension or Termination

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

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

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

VIII. **ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

First 5 shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

First 5 shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to,

client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

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

5. Closeouts

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

6. Audits & Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

First 5 shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets

(unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

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

3. Travel

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

E. Use and Reversion of Assets

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

1. First 5 shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under First 5's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If First 5 fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, First 5 shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. First 5 may retain real property acquired or improved under this Agreement after the expiration of the five-year period. The County agrees to pursue future CDBG applications for the continued provision of preschool/child care services as described herein, provided that such activities are eligible for funding and the legally-mandated public process yields support for such applications.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under

this Agreement were used to acquire the equipment). Equipment not needed by First 5 for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

First 5 will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least

fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. First 5 may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

“Section 3” Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, First 5 and any of the First 5's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, First 5 and any of First 5's subrecipients

and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. First 5 certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

low- and very low-income participants in other HUD programs.

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

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

D. Conduct

1. Assignability

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

2. Subcontracts

- a) Approvals: First 5 shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: First 5 will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and

supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- c) Content: First 5 shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: First 5 shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

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

4. Conflict of Interest

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

- a) First 5 shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of First 5's shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties,

during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, First 5, or any designated public agency.

5. Lobbying

First 5 hereby certifies that:

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

d) Lobbying Certification

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

First 5 agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR

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

D. Historic Preservation

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

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

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

Date _____

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

Mono County

First 5

By _____
Chief Administrative Officer

By _____
Title _____

Attest _____
COUNTY CLERK

Countersigned: _____
FINANCE OFFICER

By _____
Title _____
Fed. I. D. _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

COUNTY COUNSEL

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANCE SUPERVISOR

SCOPE OF SERVICES

SCOPE OF SERVICES

A. Principal Tasks

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

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

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

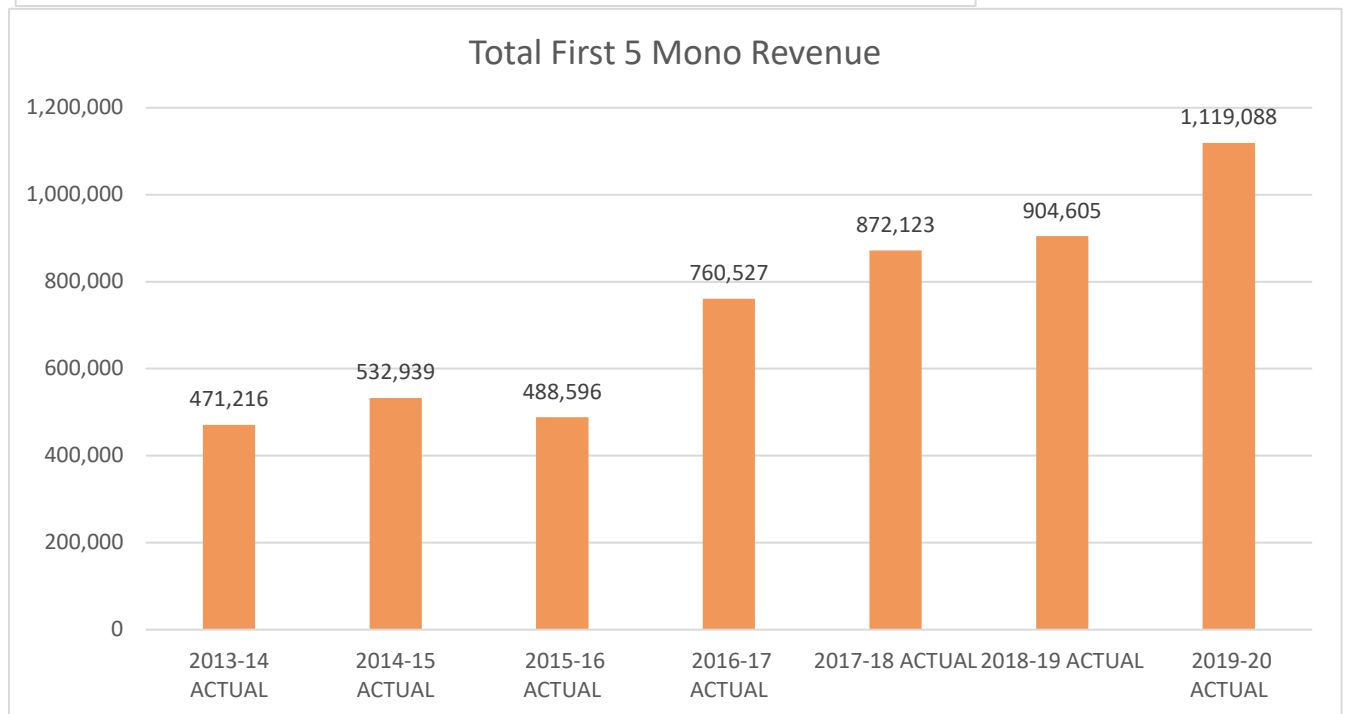
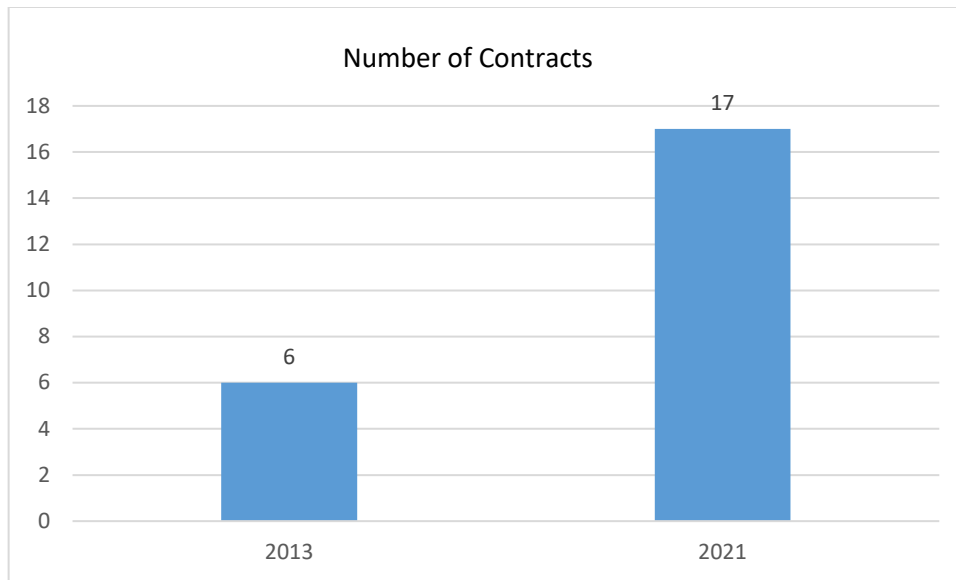
- 1) Facility Maintenance. Maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of a day care center. This will include all requirements for lead-based paint testing and abatement, as necessary. The facilities must also be handicapped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

- 2) Service Providers. Recruit and hire qualified Providers to provide the day care/preschool programs. Ensure that the numbers, background and qualifications of the Providers of the on-site day care and any related services at all times are appropriate for the enrolled child population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- 3) Services. Offer day care/preschool services from 8:15-3:15 Monday through Friday to approved eligible families. Both sites will have a half day one a week—Monday in Benton and Friday in Bridgeport where services will be offered from 8:15-12:30. Families should be provided the option of enrolling their children in either part-time (4 hours) or full-time (7 hours) day care slots, provided that children from eligible low- to moderate-income families occupy 11 of the 20 projected “full-time equivalent” slots available at the day care center Days of operation will follow the ESUSD school-day schedule
- 4) Meals. Provide two nutritionally balanced snacks and a lunch every day for children participating full time.
- 5) Curriculum. Provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- 6) Records. Maintain program and financial records documenting the attendance, provision of services, and Subrecipient expenses relative to the children receiving day care services as a result of assistance provided through the CDBG program.
- 7) Outreach. Conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate-income community of the availability of the fully-subsidized day care slots available, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped-accessible and will be available in English and Spanish. Upon request and by mutual agreement, Subrecipient may assist in these activities.
- 8) Enrollment. Accept applications and perform eligibility determinations. Fifty-one percent of the children served will be aged 14 months to 5 years (age limitations may vary depending upon licensing requirements) from families in Mono County with incomes that do not exceed the low- and moderate-income limits of the CDBG program, by family size, will be eligible for enrollment in the subsidized day care slots. The remainder of the slots, if any, will be offered to other children from the location of the child care based on the age of the child. Older children will be given priority.

Budget and Method of Compensation

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

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



MONO COUNTY CHILDREN AND FAMILIES COMMISSION 5 Year Fiscal Plan 2020-21

Revenue	Current 2020-21	Forecast 2021-22	Forecast 2022-23	Forecast 2023-24	Forecast 2024-25	Total 5 year
Prop 10 & 56 tax revenue	84,724	85,397	99,732	99,732	94,067	463,652
Small County Augmentation	264,936	280,807	280,807	280,807	280,807	1,388,164
Surplus Money Investment Income (SMIF) estimate	340	340	340	340	340	1,700
Home Visiting Services: CAPIT & CBCAP Grants, Cal Works & Mono County	217,711	217,711	217,711	217,711	217,711	1,088,555
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 & QRIS Block Grants	137,536	137,536	137,536	137,536	137,536	687,680
Child Care Quality: IMPACT Region 6 Hub & Certification Grant	112,065	112,065	112,065	112,065		448,260
Community Development Block Grant: Childcare	44,000	152,780	152,780			349,559
Miscellaneous Income	1,000	1,000	1,000	1,000	1,000	5,000
Interest on First 5 Mono Fund Balance	12,000	13,407	13,430	13,540	13,403	65,781
Total Revenues	914,312	1,041,042	1,055,401	902,731	784,864	4,698,351
Expense	Current 2020-21	Forecast 2021-22	Forecast 2022-23	Forecast 2023-24	Forecast 2024-25	Total 5 year
Home Visiting Services: (WBI; B/F Promotion; CAPIT Grant)	398,860	404,843	410,916	417,079	423,335	2,055,033
School Readiness: RAR;First Book, K backpacks	51,557	48,557	48,557	48,557	48,557	245,785
Peapod Program (Partnership of F5M & Mono Mental Health)	40,000	40,000	40,000	40,000	40,000	200,000
Child Care Quality: IMPACT, Block Grants, Hub & Certification Grant	248,601	269,601	269,601	269,601	157,536	1,214,940
Community Development Block Grant: Childcare	44,000	152,780	152,780			349,559
Oral Health Services	9,811	10,000	10,000	10,000	10,000	49,811
Safe Kids Partners	7,000	7,000	7,000	7,000	7,000	35,000
Evaluation/Assessments to identify gaps in services	1,000	500	500	500	500	3,000
<i>Commission Operations/Support -- Administration</i>	32,096	33,701	35,386	37,156	39,013	177,353
<i>Commission Operations/Support -- Program</i>	16,048	16,851	17,693	18,578	19,507	88,676
<i>Commission Operations/Support -- Evaluation</i>	5,349	5,617	5,898	6,193	6,502	29,559
Commission Operations/Support -- Total	53,494	56,169	58,977	61,926	65,022	295,588
Misc. Program Exp. including County Counsel, & Audit, Emergency Fund, Jitasa	36,989	16,989	16,989	16,989	16,989	104,945
Systems Building	32,000	33,600	35,280	37,044	38,896	176,820
Total Expenditures	923,312	1,040,038	1,050,599	908,696	807,836	4,730,482
Fiscal Year	2020-21	2021-22	2022-23	2023-24	2024-25	
Revenues less Expenses	-9,000	1,004	4,801	-5,965	-22,972	-32,131
Total Fund Balance (current estimate, & forecast)	582,909	583,913	588,714	582,750	559,778	2,898,064

Assumptions: DOF 5/2020 projected Prop 10 revenues and birth rate through FY 2024-25; 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 forecasted to be crossed in this plan in FY 2024-25. Mono County's contribution to Home Visiting and the Peapod Program is projected to remain static over the 5 year period. Starting in FY 2021-22 F5CA contracting requirements are planned to shift from up-front payment of Small County Augmentations to an invoicing structure, which, combined with a much lower fund balance, will begin to cause challenges meeting regular payroll and contracting payments in 2024-25.

First 5 Mono Strategic Plan 2019-2024

June 2019

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First 5 Mono Strategic Plan 2019-2024

Introduction

The Mono County Children and Families Commission (First 5 Mono) last revised its strategic plan in 2014 and decided to begin the revision process again in 2018 with the goal of creating a five year strategic plan for 2019 to 2024. This guiding document provides a plan to support and improve the lives of young children and their families. Together with community partners and families, we have the opportunity to create and enhance efforts to promote our children's optimal development.

Vision

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

Mission

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

Goal

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

Guiding Principals

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

About the Commission

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

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

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

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

Community Input

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

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

Focus Groups

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

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

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

Community Meeting

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

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

Public Hearings

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

Interviews

Given the lack of input gathered from agency partner in the last strategic plan process, for this 5 year plan an interview was conducted with the following the County Chief Administrative Officer, several other department heads were not able to schedule or provided written comments (see below).

Written Comments

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

Planning Retreat

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

Evaluation Results

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

Public Hearing on the Revised Plan

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

Accomplishments

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

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

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

- Distribution of free car seats through partnerships with Mammoth Lakes Fire and Police Departments and California Highway Patrol.
- Distribution of free bike helmets at Birth-to-5 Health and Safety Fairs.
- Funding for a Safe Kids California, Mono Partners coordinator.

Systems Building

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

Sustained Funding Partners

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

New Funding

- \$409,112 four-year contract with First 5 California for the IMPACT Regional T & TA Hub
- \$9,625 California Department of Education (CDE) Regional Certification & Certification and Coordination Grants
- \$6,587 CDE Mono-Alpine Infant Toddler Block Grant

- \$4,000 a year for three years Community Based Child Abuse Prevention (CBCAP) grant from the Department of Social Services to provide high-needs home visits for children 0-6 years old.
- \$1,000,000 Community Development Block Grants to operate two preschools for four years through Mono County.
- Proposition 56 funds for Oral health supplies through Mono County Public Health.

Programs and Objectives

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

FY 2018-19 Funded Programs and Planned Improvements If Applicable

1. Home Visiting

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

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

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

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

Funded by: First 5 Mono and Mono County Social Services

Conducted by: First 5 Mono

Objectives:

- Facilitate parents' role as their child's first and most important teacher
- Provide information on typical child development
- Stimulate child development by providing age appropriate activities
- Increase and support breastfeeding

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

Staff will outreach to remote hospitals to ensure families giving birth outside Mammoth Hospital know about the program. Staff will seek funding partners to provide the Parents as Teachers program to model-fidelity to offer more visits to families, specifically families with multiple stressors.

2. School Readiness

Rationale: A child's education begins very early. Since school-based educational systems don't begin until 3 -5 years of age, First 5 promotes programs that help children get ready for school in the early years. School readiness programs have expanded since the last strategic plan revision to include all the county's schools. The expansion of services is due to the programs' successes, based on both parent satisfaction surveys. Although First 5 California funding for school

readiness activities ceased, the Commission has sustained services using its own funds.

- a. Readers' Theatre:** Skits and book readings in child care facilities, preschools and at story time

Conducted by: First 5 Mono

Objective:

- Promote early literacy

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

Funded & conducted by: First 5 Mono

Objectives:

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

- c. Raising a Reader:**

Funded by: First 5 and Mono County Office of Education

Conducted by: Mono County Libraries

Objectives:

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

The Commission & Staff will seek to ensure Story Times are held on Saturdays.

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

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

Objectives:

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

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

Funded by: First 5 Mono

Conducted by: ESUSD & MUSD

Objectives:

- Assess incoming students' school readiness
- Identify children's skill development needs at the beginning of kindergarten

- f. **Summer Bridge:** Two week kindergarten transition program held in the summer for incoming kindergartners.

Funded by: First 5 Mono

Conducted by: ESUSD & MUSD

Objectives:

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

Significant discussion around this investment has occurred over the last year at Commission Meetings and at the Strategic Planning Retreat.

Evaluation of School Readiness does not seem to have demonstrated this investment if meeting the first objective, to increase school readiness.

While the Commission does not want to cut programs, the importance of data-driven funding allocations is recognized. Over the next 5 years, the Commission will further discuss and make a final determination regarding this program. Ideas to reallocate funding include: more Transitional Kindergarten slots, tutoring in the beginning of kindergarten for children assessed as not school ready, or more investments in evidence-based initiatives that increase school readiness like model-fidelity home visiting.

3. Child Care Quality

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

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

Funded by: First 5 California and First 5 Mono

Run by: First 5 Mono

Objectives:

- Increase child care providers' understanding of child development
- Provide support to child care providers for better understanding and improving teacher child interactions

- Increase the quality of child care environments with supports that include coaching, developmental screenings, communities of practice, and professional development

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

Funded by: California Department of Education

Run by: First 5 Mono

Objectives:

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

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

Funded by: First 5 California & the CDE

Run by: First 5 Mono with a contracted coordinator

Objectives:

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

4. Oral Health

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

Tooth Tutor, Oral Health Outreach and Education

Funded and Conducted by: First 5 Mono

Objectives:

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

5. Family Behavioral Health

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

Peapod Playgroups

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

Conducted by: First 5

Objectives:

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

Staff will ensure groups are structured with at least 15 minutes of structured group time and that developmental information and activities are provided at a minimum of 10 groups a year in each location. Leaders will participate in at least 10 hours of professional development annually. As staffing allows, reminders for groups will be shared on social media provided negative impacts do not occur.

6. Child Safety

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

Safe Kids California, Mono Partners

Funded by: First 5 and Mono County Office of Education

Run by: Mono County Office of Education

Objectives:

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

Health and Safety Fairs

Funded by: First 5 Mono

Fun by: First 5 Mono

Objectives:

- Provide annual county-wide events in each community with an elementary school to help meet Safe Kids objectives

Lessons Learned and Progress Made

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

To increase the opportunities to gather for families with young children, an annual Health & Safety Fair in Mammoth Lakes was begun. The event has been a big success with about 350 participants at each event. First 5 staff also and attended some of Behavioral Health's "Socials" (evening community gatherings) and the Foro Latino (an evening gathering for the Spanish-speaking community). First 5 Mono also continued to provide Peapod Playgroups across the County.

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

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

Unmet Community Needs

For this Strategic Planning process data was drawn from focus groups, a community meeting, comment cards, written responses and reports, the First 5 Association communication materials, and interviews. The themes that emerged about unmet needs are from parents, County representatives, and concerned community members. Across all data sources, childcare was the most common issue raised. Our County needs more high quality, affordable childcare slots. A second theme is for the provision of more activities: parent education, child activities, and an indoor space/resource center. A third theme is for increased coordination of and communication about services. The Mental Health Services Act FY 2017-2020 Three-Year Program and Expenditure Plan and the Department of Social Services Self Assessment also underline the need for housing, opportunities to gather to decrease isolation, and the need for greater family fiscal stability.

Childcare

Despite the opening of three new preschool rooms in the County, childcare is still the greatest stated need. Based on data from the Childcare Planning Council and “Invest in” comment cards, infant care is the highest unmet need. Discussions with clients and staff highlight some of deeper issues: affordability and quality. Through the strategic planning process, staff also identified a disconnect between slot availability and perception of availability. At one point during the drafting of this document, all the licensed Spanish speaking providers in Mammoth Lakes have availability they are seeking to fill, but families and agencies seem unaware of the availability. This overlaps with comments about the need for greater communication about available services and concerns raised in the Strategic Planning Retreat about challenges with how available slots are communicated to families seeking care. Commissioners offered to attend a meeting with the Executive Director of Inyo Mono Advocates for Community Action to seek to address issues related to their Resource and Referral activities funded by the California Department of Education to support families seeking care. Also at the Strategic Planning Retreat, the need for childcare at community events, sustainable wages for parents to afford childcare, and the role of First 5 and the Child Care Council were discussed. Commissioners echo community input—quality childcare is severely needed in Mono County. The Commission would like to see the Child Care Council and working on the need for quality childcare and communicating their efforts with the public and Board of Supervisors and further Commission discussion of First 5’s role in addressing the need.

Many entities have worked to address the childcare issue over the last 15 years, yet the issue persists. Currently in Mammoth Lakes, the County Office of Education is

spearheading an effort to build a childcare center to meet the needs of the community. That said, the barriers that exist are: funding and identification of an available space or land (the ice rink has long been the planned site, but factors related to the town's plans to move from that site have stalled the process).

Community Development Block Grant funding has been identified as a potential support the Town and County can access to construct and operate child care centers. The County has accessed those funds which are used to operate two preschool classrooms, but the Town has yet to choose to access the funds. While the County Office of Education plan will address many families' needs, without more funding support, the family cost to attend a program that costs more than \$40 a day will be prohibitive for families with low income. Children in families with low income are often those with the highest need of support. High-quality affordable childcare for low income families will likely have the greatest impact on First 5's School Readiness outcome, and can provide a solid foundation for children upon which to build, attain high school graduation, and financial stability in adulthood (both of which research demonstrate that School Readiness impacts).

Some greater policy issues around childcare in our Nation, State, and County are: provider pay, affordability for families, and provision of high-quality programs. Although First 5 works locally with providers to improve quality, and over 80% of providers in the County participate in quality improvement, provider salary is less than half of what a kindergarten teacher earns and 46% of providers in the state rely on public assistance¹. While providers struggle with low pay, the cost to families for childcare is parallel to the cost for housing². For the many families that struggle with financial stability, the cost for care is often not feasible, leading families to opt to leave their child with family, a friend, or neighbor who likely has few supports or education in early childhood that could contribute to high-quality care.

First 5 will continue to collaborate with community members and agencies to find solutions to the childcare and preschool needs of families in Mono County. First 5 will continue to try to identify and connect community members interested in becoming licensed providers with Inyo Mono Advocates for Community Action (IMACA), the agency with funding to provide licensing support) as it has in the past. Also, to support planning efforts, a 2019 childcare needs assessment is included.

¹ Ramey, Craig T & Ramey, Sharon L. "Early Learning and School Readiness: Can Early Intervention Make a Difference?" *Merrill-Palmer Quarterly*, vol. 50 no. 4, 2004, pp. 471-491. *Project MUSE*, doi:10.1353/mpq.2004.0034

² Kimberlin, Sara "Addressing Child Poverty: Recent Progress and Policy Options" California Budget and Policy Center *California Welfare Directors Association, Director's Workshop San Francisco December 6, 2018*

Opportunities to Gather

First 5 Mono, with the help of funding from Mono County Behavioral Health, has continued to offer county-wide Peapod Playgroups to help fill this need. Mono County Behavioral Health's current Mental Health Services Act cited Peapod Playgroups as a strong prevention initiative and increased funding due to positive feedback. At the Strategic Planning Retreat, the need for these opportunities to address mental health issues and isolation was expressed. Combined with community input garnered through First 5 evaluation activities, the Commission remains committed to holding these groups.

Birth-to-5 Health and Safety Fairs, offered at all ESUSD sites, are additional First 5 events offered for families. Mono County Behavioral Health has also begun the Circolo de Mujeres with a child care component to support Spanish speaking mothers in Mammoth Lakes and the Foro Latino for Spanish speaking community members. While funding does not allow for expansion of First 5 services, work can be done to better leverage other community resources. First 5 will work with agency partners to seek to coordinate the expansion of opportunities for families to get together without increasing existing levels of First 5 funding, a theme also explored in the final unmet need: coordination and communication.

Coordination and Communication

From all data sources it is clear parents are seeking a better and easier way to get information about available resources and services. First 5 recognized this challenge several years ago and sought support from community partners for a 2-1-1 information line in Mono County that could serve this need with both a toll-free hotline and a thorough database all could access to identify services and resources. After fiscal projections determined a call cost of around \$100/call, the system was deemed too expensive. Since that time assembly bill 1212 was enacted mandating a State-wide 2-1-1 system. That said, implementation was scheduled for July 2017, and despite requests, there has been no support to Mono from 2-1-1 California for implementation. As we continue to wait for implementation of a Statewide 2-1-1, an annually updated resource guide was developed by the Child Abuse Prevention Council Coordinator. Beyond that, an implementable idea from the Community Meeting was to hold an annual resource meeting with agency representatives so that, at a minimum, all partners are aware of each other's resources. First 5 has also sought funding partners, due to our investment in programs rather than advertising, to better advertise our programs and has enjoyed support from IMACA and the Mono County Departments of Social Services, Probation, and Public Health. First 5 also maintains a very thorough

calendar on our website and regularly posts updates to our listserve which has about 500 subscribers.

At the Strategic Planning Retreat, Commissioners offered many ideas on how to improve communication. Ideas include billboards on 395; increased social media presence; meeting clients where they are like the church, post office, pediatric clinic, the hospital, and schools; phone communications; take services “on the road” to educate groups about First 5 initiatives; public sector help with advertising strategies; and public service announcements for open childcare slots.

In terms of coordination, First 5 has sought, with varying success, to coordinate services with agency partners. Willingness to coordinate has varied from complaints that First 5 is asking for things beyond the scope of funded contracts, to strong partnerships resulting in coordinated services. The First 5 Director is participating in a Network Leadership cohort offered by the First 5 Association to help refine skills to better be able to build networks of support for young children to better facilitate coordinated systems. First 5 efforts to foster coordination between agencies will continue to seek to address the issue of better coordination. Communication efforts will continue via partner-funded advertising and website and listserve posting.

At the Strategic Planning Retreat, Commissioners suggested creating documents to help families better understand available resources. To that end, First 5 will develop a document, similar to one put in New Parent Kits from First 5 California, to distribute with the breastfeeding bags at the hospital, playgroups, and home visiting. Also, to better understand the resources available see Appendix 4.

Strategic Planning Retreat Commissioner discussion at the Strategic Planning Retreat included the following additional unmet needs:

- Develop stronger advocacy both from Commissioners and the community
 - Develop understanding of and services for prenatal substance abuse exposure
 - Address issues of mental health, substance abuse, and stress
 - Vision services
 - Nutrition education, specifically around sugar intake
 - Access to safe and affordable housing
 - Leverage Funding for Kindergarten Readiness Backpacks, books, and other initiatives that impact outcomes for which First 5 funding is not sufficient.
- Ideas include: sugar, cannabis, and sales taxes; Rotary; and the Lion’s Club.

Results, Strategies, Indicators, and Outcomes

Definitions

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

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

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

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

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

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

Strategies:

Provide the following county-wide services:

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

Indicators & 2013-2017 Data:

- Number and Percent of children prenatal to age 1 whose parents accessed Home Visiting. (new indicator)
- Number and Percent of children prenatal to age 5 whose parents accessed Home Visiting. (new indicator)
- Peapod survey data yields 100% satisfaction.

- [Alternative] Playgroup Survey data yields an average of 4-5 on a scale of 1-5 that the playgroup met participant expectations. (new indicator)
 -
- Number and percent of children 0-5 accessing literacy-based programs.
 - ⊖ Raising a Reader
 - ⊖ Home Visiting
 - ⊖ Footsteps2brilliance
 - ⊖ First Book
 - ⊖ Reader's Theatre
- Number and percent of children 6 months to 5 years old screened for developmental delays. (up over 5 years from 16% to 28%, data issues minimal)
 - Home Visiting
 - Childcare providers
 - Sierra Park Pediatrics
- Number and percent of children in licensed care served in 1) home child care settings and 2) child care centers that exhibit moderate to high quality as measured by a quality index. (up over 4 years to from 0 to 8%, no data issues)
- Number and percent of licensed child care providers participating in the Childcare Quality System in Mono County advancing on the Child Development Permit Matrix. (static over 2 years at 0, data only available through sites' participation in First 5 Mono operated Quality Programs)
- Number and percent of licensed center and family child care spaces per 100 children. (down over 5 years from 53% to 30%, no data issues)
- Number and percent of children "ready for school" upon entering Kindergarten. (down over 5 years from 53% to 50%, no data issues)
- Number and percent of children who have ever attended a preschool, Pre-K, or Head Start program before entering Kindergarten. (down over 5 years from 42% to 24%, data issue with very low sample size, addressed in 2017-18 with a new kindergarten entry survey)
- Number and percent of age-eligible children for whom a preschool slot is available. (new indicator)
- Number and percent of children birth to 5 exposed to funded literacy activities. (new indicator)
- Number and percent of children whose parents attended Kindergarten Round Up. (new indicator)
- Number and percent of entering Kindergarten students assessed for school readiness prior to or at entry. (up over 5 years from 80% to 100%, no data issues)

Outcomes:

- Improved parental knowledge, understanding, and engagement in promoting their children's development. Achieved
- Improved screening and intervention for developmental delays, disabilities, and other special needs. Achieved
- Improved quality and availability of childcare providers. Achieved
- Improved school readiness. Not achieved

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

Strategies:

Provide the following county-wide services:

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

Indicators:

- Number and percent of children where breastfeeding is successfully initiated and sustained. Sustained is defined as reporting breastfeeding at the first visit after birth at the pediatric office. (up over 3 years from 89% to 91%, data dependant on Mammoth Hospital and only includes patients from Sierra Park Pediatrics)
 - [Alternative] Number and percent of children born in Mono County who were breastfed exclusively or at all in the hospital after birth.
- Number and percent of children 0 to 5 years of age who are in the expected range of weight for their height and age, or BMI. (down over 2 years from 78% to 77%, data dependant on Mammoth Hospital and only includes patients from Sierra Park Pediatrics)
- Number and percent of children at Kindergarten entry with untreated dental problems. (down over 5 years from 46% to 18%, data issue with low sample size, addressed in 2017-18 with support from MCOE to implement data entry into SCOHR by schools)
- Number and percent of children ages 1 or older who receive annual dental screenings. (static over 3 years at 17%, data dependant on Mammoth Hospital and only includes patients from Sierra Park Pediatrics)
-

- Number and percent of children prenatal to age 5 in Mono County served through Peapod. (new indicator)
- Number and percent of children birth to 5 provided a safety helmet through Safe Kids. (new indicator)

Outcomes:

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

Financial Plan

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

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

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

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

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

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

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

Strategic Objective	5-Year Investment based on 2018-19 Fiscal Plan	Percent of 5-year Investment
1. Home Visiting services	\$836,430	21%
2. School Readiness services	\$439,353	11%
3. Child Care Quality	\$1,123,801	28%
4. Childcare	\$510,678	13%
5. Oral Health services	\$16,870	1%
6. Family Behavioral Health	\$200,182	5%
7. Child Safety	\$35,000	1%
8. Commission Operations/Support* and Systems Building <ul style="list-style-type: none"> • <i>Administrative costs – not to exceed 20% of total operations budget</i> • <i>Program – varies, approximately 7% annually</i> • <i>Evaluation varies, approximately 3% annually</i> • <i>Misc.(county counsel and audit)</i> 	\$792,309	20%
*Commission Operations/Support costs are categorized as Administrative, Program, and Evaluation Costs, consistent with the definition of these functions as defined in the First 5 Financial Management Guide. The percent of administrative costs that may be spent on administrative functions in a fiscal year shall be no more than 20% of the Mono Commission's total operating budget.		
Total	\$3,954,623	

Summary

Children and Families in Mono County have benefited from myriad services provided by First 5 Mono and collaborations including First 5 for 15 years. While multiple services are provided, and have been for many years, parents and community members feel a need for more: 1) childcare; 2) opportunities to gather; and 3) communication about and coordination of services. First 5 will continue to prioritize the services parents and community members want within the boundaries of its funding sources. First 5 will also seek to work with agency partners to better coordinate and communicate about the services available to families. The Commission prioritized its investments by program areas—which encompass strategies to address the most commented upon services during the planning process: 1) Home Visiting; 2) Family Behavioral Health; and 3) Childcare Quality

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

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

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

Compiled comments from all Focus Groups and the Community Meeting (21 participants)

What participants like about First 5 programs:

Peapod

- | | |
|------------------------------------|----------------------------|
| Socialization with other kids (11) | Drop-in availability |
| Structure & Routine (4) | Book distribution |
| Gets us out of the house (2) | Organization of the leader |
| Parent socialization (4) | My child loves the leader |
| Pamphlets & information (2) | Education & play combo |
| Free play | Gross motor development |
| Mental health support | Story |

Health & Safety Fair

- Bike helmet
- Fingerprinting
- Socialization

Story Time

- Exposure to library
- Craft

Home Visiting

- | | |
|-----------------------------|-----------------------------------|
| Breastfeeding (4) | Getting dad involved |
| One-on-one advice (4) | Baby weight checks |
| Hospital visit at birth (2) | Developmental assessments |
| Someone to talk to | Cognitive development information |

All Programs

- Universal service
- First 5 fills a critical gap with the unique programs they offer & coordinate – Home Visiting, Peapod, Health & Safety Fairs.

First 5 provides a valuable service and there wouldn't be a substitute if services were eliminated.

The new preschools [Bridgeport & Benton] were a huge success.

Home Visiting & Peapod provide a sense of relief, safety, and confidence for high risk families; helps with isolation, builds relationships

First 5 provides reliable information on health status of high risk families

Participants' biggest challenges are:

Peapod

Interfering with naptime (5)

Leaving the house (3)

No challenge (3)

Not enough or uncertainty of structure (3)

Consistency in community attendance (2)

Wish group was longer (2)

Timing with older kids in school

Working parents' ability to attend

Mixing young babies with preschoolers

Kids older than five attending

Leaders' education (desires more)

Home Visiting

Not finding out about First 5 Mono services [from Sierra Park Pediatrics, or if birthing outside of Mono County]

Participants' memorable experiences in First 5 programs are:

Peapod

Friendliness and ease of the leader (2)

Leaders shoveling cow poop so kids could play

Meeting new kids and adults after moving here

Caregivers making connections with each other

Consistency of circle time & songs

Moms with empathy & compassion

Having a leader who was pregnant too

Home Visiting

My Home Visitor helped with every little thing.

What would you change to make the programs better?

Peapod

- More advertising/social media (5)
- Change the time (2)
- Add reading time
- Bilingual group
- Nothing
- Add an activity (art, reading, singing, etc)
- Large gross motor toys
- Structured group for preschool age only

Home Visiting

- Increased visits for high risk families

Other

- Male staff, although staff does a great job already
- More advertising & use of the logo by partners

Community needs participants feel families face are:

- Childcare (daycare or preschool) (9)
- Central resource area/event center (7)
- Basic skills classes for kids (art, dance, music, swimming classes) (5)
- Indoor space in winter (5)
- Summer childcare (2)
- Drop-in childcare (2)
- Finding a babysitter (2)
- Outdoor parent/child groups (2)
- Mentoring program for youth, young or teen (2)
- Mom and baby class

Other topics/ideas discussed:

Funding

- Using marijuana tax revenue for early childhood investments
- Cutting off the administrative costs charged by MCOE, and figuring out where that money needs to go instead
- Can the strategic plan influence funding?

Childcare/Indoor play space

- Why hasn't there been movement with a childcare center in Mammoth?

First 5 Mono 2019-24 STRATEGIC PLAN

Consolidate needs of indoor space and childcare into one solution
Finding private industry and community partners

Other

Eliminate program duplication across entities (4)
Annual resource training for all agencies (4)
Make a comprehensive document to tie in all community needs, not only First 5

“Invest In....” Cards (28 received, some cards had multiple comments)

Parent Opportunities/Education (14)

class on children’s emotions
how to use baby wraps
handouts on child development (3)
help for single parents
parenting classes for Hispanic parents
parenting classes
carseat safety
baby massage
breastfeeding class
ages and stages
mommy and me yoga
arts and crafts

Childcare (10)

preschool organized by Mono County (2)
Childcare (2)
preschool at the elementary site (Lee Vining)
keep preschool money in Mono County
funding for daycare providers
town preschool center/daycare (Mammoth)
help for childcare outside of IMACA
subsidized infant care for home providers instead of funding childcare centers

Extracurricular education / activities (8)

fine arts, dance: local & free
outdoor program: hiking, exploration
community activities
weekend programming
parks with shelter from snow
activities outside of school

First 5 Mono 2019-24 STRATEGIC PLAN

- new educational toys (2)

School Readiness (4)

- longer Transitional Kindergarten program (Lee Vining Elementary)
- lending library (Coleville area)
- RAR book bag for kids & parents
- teachers and technology for kids (Mammoth)

Playgroups (5)

- hold a group in June Lake
- playgroup equipment
- peapod
- bring in new kids
- more hours with more kids

Other

- spend more time with & motivate kids
- outreach
- CPR class
- For teens:
 - CPR classes
 - Babysitting skills
 - Baking/ cooking club
 - Chess club, after school program

Appendix 2: Description of Mono County

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

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

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

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

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

Appendix 3: Committees and Collaborations

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

Breastfeeding Taskforce

Coordination: Mono County Women Infants and Children (WIC)

Purpose: Planning for breastfeeding support in Mono County

Members from the following agencies:

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

Child Abuse Prevention Council

Coordination: Mono County Office of Education

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

Members from the following agencies:

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

Child Care Planning Council

Coordination: Inyo Mono Advocates for Community Action (IMACA)

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

Members from the following agencies:

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

Inter-agency Coordinating Council

Coordination: Mono County Office of Education

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

Members from the following agencies:

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

Oral Health Taskforce

Coordination: Mono County Health Department

Purpose: Planning for improvement of oral health in Mono County

Members from the following agencies:

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

Safe Kids California, Mono Partners

Coordination: Mono County Office of Education

Purpose: Planning for improvement of child safety in Mono County

Members from the following agencies:

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

First 5 Mono Children and Families Commission

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

Members from following agencies:

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



Appendix IV: **Local Resources for Ages 0 to 5**

Health, Developmental, & Educational Support		
Mono County Social Services	Apply for Health Insurance (Covered CA & MediCal)	760-924-1770 www.monocounty.ca.gov
Mono County Public Health	Children's Medical Services: free physical examinations for children of low to moderate income; treatments for children with serious medical conditions	760-924-1830 www.monohealth.com
Toiyabe Indian Health Project	Family planning, pediatrics, immunizations, dental care, accepts MediCal	760-873-8461 Bishop 530-495-2100 Coleville www.toiyabe.us
Sierra Park Pediatrics Mammoth Hospital	Well & sick checks, developmental screenings, immunizations; accepts MediCal	760-924-4000 www.mammothhospital.org
Sierra Park Dental Mammoth Hospital	Family dental care with pediatric dental specialists, accepts MediCal	760-924-4007 www.mammothhospital.org
Mammoth Hospital Birthing Classes	Classes covering nutrition, women's health obstetric basics, breastfeeding, pediatrics, and symptoms of postpartum anxiety	760-924-4044 www.mammothhospital.org
WIC - Women, Infants, & Children	Nutrition, health, & breastfeeding help; food assistance for low income families	760-924-4610 www.monohealth.com
First 5 Mono	Free prenatal to age 5 Home Visiting, child development information, breastfeeding assistance, developmental screenings	760-924-7626 www.monokids.org
Hello Sunshine Childbirth Services	Lamaze & newborn care classes, lactation counseling, post partem and birth Doula services	760-914-0060 www.hellosunshinebirth.net
Early Start	Early Intervention, Special Needs Services, ages 0-3, Resource Center	760-924-7382 www.monocoe.org
Great Steps Ahead	Early Intervention, Special Needs Services, ages 0-3	760-934-5726 www.greatstepsahead.squarespace.com
Kern Regional Center	Early Intervention, Developmental Disability Support, ages 0+	760-873-7411 www.kernrc.org
Mono County Office of Education SELPA	Special Education support & related services; ages 3+	760-934-0031 www.monocoe.org
Disabled Sports of the Eastern Sierra	Outdoor experiences for those with physical &/or intellectual disabilities	760-934-0791 www.disabledsportseasternsierra.org
Elementary Schools	Mammoth & Eastern Sierra Unified School Districts offer School Readiness Summer Bridge program for entering Kindergartners	760-932-7443 ESUSD 760-934-7545 MUSD
Mono County Libraries	Weekly Story Times; early literacy program Raising A Reader; MakerSpace activity centers	760-933-2542 Benton 760-932-7482 Bridgeport 530-495-2295 Coleville 760-935-4505 Crowley 760-648-7284 June 760-647-6123 Lee Vining 760-934-4777 Mammoth www.monocolibraries.org

Nutritional Support		
Community Service Solutions	Nutrition and physical education	530-495-2700 www.csssolutions.org
IMACA - Inyo Mono Advocates for Community Action	Food Pantry, Food Truck, USDA Commodities	760-934-3343 www.imaca.net
WIC - Women, Infants, & Children	Nutrition, health, & breastfeeding help; food assistance for low income families	760-924-4610 www.monohealth.com
Mono County Social Services	Apply for CalFresh (food assistance), Food Pantry	760-924-1770 www.monocounty.ca.gov
Salvation Army	Food Pantry in Mammoth (220 Sierra Manor)	760-872-2124
Mammoth Hospital Nutrition	Nutritional Services: general wellness, weight loss, diabetic support, disease prevention, food allergies	760-934-3311 www.mammothhospital.org
Social Opportunities & Mental Health Support		
First 5 Mono	Weekly parent-child Peapod Playgroups Café Mom Breastfeeding Support Group	760-924-7626 www.monokids.org
Town of Mammoth Lakes	Toddler Time parent-child Playgroups, Recreation & Summer Camps ages 4+, swim lessons	760-965-3690 www.townofmammothlakes.ca.gov
Mono County Behavioral Health	Mental Health support, counseling, Wellness Center community events, gatherings for socialization & support, accepts MediCal	760-924-1740 800-687-1101 after hour www.monocounty.ca.gov
North Star Counseling	Mental Health support, counseling & therapy	760-924-7926 www.northstar-counseling.org
Tanya Zaleschuk, Licensed Educational Psychologist	Specializing in young children, assessing learning disabilities or issues in school	760-582-7182
Owens Valley Wellness	Specializing in Pediatric psychology; ages 2+	760-920-6210 www.owensvalleywellness.com
Online Resources		
Mountain mommas!!	Facebook group for Eastern Sierra parents	Facebook page
Buy Sell or Trade in Mammoth or Bishop	Facebook group for buying and selling used goods in the community	Facebook page
Zero to Three	Information on early childhood	www.zerotothree.org
First 5 CA	Information on early childhood ages 0-5	www.first5california.com



Childcare & Financial Resources		
Mono County Social Services	Apply for CalFresh (food assistance), CalWORKS (cash aid), Health Insurance, Emergency assistance, etc.	760-924-1770 www.monocounty.ca.gov
IMACA - Inyo Mono Advocates for Community Action	Childcare referrals & subsidies, home energy assistance, food Assistance, housing programs	760-934-3343 www.imaca.net
Mammoth Lakes Housing	Rental & home purchase assistance & information	760-934-4740 www.mammothlakeshousing.org
WIC - Women, Infants, & Children	Food assistance for low income families	760-924-4610 www.monohealth.com
Mono County Childcare Council	Promoting quality childcare, information for parents & providers, how to become a childcare provider	760-934-3343 www.monocccc.org
Owens Valley Career Development Center	Tribal TANF (Temporary Assistance for Needy Families), career services, supportive services	760-933-2426 Benton 530-495-1000 Coleville www.ovcdc.com
Mono County Child Support	Seek and learn about child support.	866-901-3212 www.monocounty.ca.gov
All About Kids	Vetted childcare service in Mammoth Lakes and June Lake	530-386-0765 www.allaboutkidsmammoth.com
Safety & Crisis		
Mono County Office of Education, Safe Kids	Car Seat safety checks & education; kids' bike helmets, life jackets & water safety, home safety devices, carbon monoxide detectors, poison prevention education	760-934-0031 www.monocoe.org
CA Highway Patrol	Car Seat safety checks & education	760-932-7995 www.chp.ca.gov
Mammoth Lakes Police	Car Seat safety checks & education; drug disposal site	760-965-3700 www.townofmammothlakes.ca.gov
Mono County Sheriff	Gun Locks & safety education; Community Alert System	760-932-7549 www.monosheriff.org
State Farm Insurance	Kids' Bike Helmets	760-934-7575
Fire Departments	Carbon Monoxide Detectors	760-934-2300 Mammoth 530-495-2900 Antelope
Wild Iris	Free and confidential support for victims of domestic violence, sexual assault, or child abuse, and their families.	760-934-2491 877-873-7384, 24/7 line www.wild-iris.org
Mono County Child Protective Services	Report child abuse, family preservation and maintenance programs, family reunification	760-924-1770 800-340-5411 www.monocounty.ca.gov
National Child Abuse Hotline	24/7 confidential hotline, crisis intervention, referrals to emergency and social service agencies	800-422-4453 www.childhelp.org

Organized by First 5 Mono

June 2019

Mono County Childcare Needs 2019

	Preschool Age					Infant and Toddler Age				Birth to 5 total	
	1. Total slots needed	2. Existing slots	3. Number of slots needed to fill the need	4. Number of needed slots eligible for State Preschool <70% of state median income		5. Total slots needed	6. Existing slots	7. Number of slots needed to fill the need		8. Slots needed to fill the need	9. Number of needed slots CDBG eligible <80% of county median income
Mammoth Area	204	99	105	74		204	78	126		231	185
Lee Vining/June Lake	22	13	9	6		22	6	16		25	20
Benton, Hamil, & Chalfant	6	10	0	0		6	0	6		6	5
Bridgeport	10	15	0	0		10	0	10		10	8
Coleville/ Walker	38	30	8	6		38	11	27		35	28
County Total	280	167	122	85		280	95	185		307	246

1. Determined by the 5 Year Kinder and transitional Kindergarten average 2014-2018 multiplied by 2, to account for all 3 & 4 year olds. Assuming the need for age specific care for all 3 & 4 year olds.

2. Based on the number of preschool slots in licensed and licence exempt sites.

3. The difference between the existing slots and the number needed for all 3 & 4 year olds to have a preschool slot.

4. The number of slots needed to fill the need multiplied by 70%, the state median income threshold to qualify for State Preschool >\$63,083 for a family of 4

5. Determined by the 5 Year Kinder and transitional Kindergarten average 2014-2018 multiplied by 2.5 and divided by 80%, to account for all 6 month-1 year olds and 1 and 2 year olds with a parent in the workforce (80%, as per the California Childcare Portfolio). Assuming the need for care is for children 6 months and older with all parents in the workforce.

6. Based on the number of infant and toddler slots in licensed and licence exempt sites.

7. The difference between the existing slots and the number needed for 80% of 6 moth to 2 year olds to have a childcare slot.

8. Combination of the remaining needed preschool and infant and toddler slots, same assumptions as for numbers 1 & 5.

9. The number of slots needed to full the need multiplied by 80%, the County median income thrshold to qualify for CDBG >\$62,000 for a family of 4

Appendix 5: 2019 Childcare Need Assessment Data Compiled by First 5 Mono & Funding Example from Breckenridge

Municipal Support of Child Care, Breckenridge Example

Since 2007, the Town of Breckenridge has provided over \$6.5 million to the Tuition Assistance Program to support local families and workforce. Breckenridge recognized that without access to affordable, quality early childhood care and education, parents could not be part of the vital workforce and contribute to the community character the Town desired.— 2016 Child Care Needs Assessment (Tuition Assistance totals through December 2017)

In 2007 the Council authorized its first formal Needs Assessment. Then working together the Council Housing and Child Care Committee and the stakeholder taskforce created a roadmap for a public-private partnership that would increase capacity, strengthen the financial position of our schools and assure working families had access to quality affordable child care. To increase capacity and meet the need indicated by the burgeoning waitlists one of the first actions for the Council committee was to identify a parcel of Town owned land & commence planning for a new school to provide slots for children who were not able to find space in our existing network. We broke ground in the fall of 2007 and conducted RFP process to bring in a qualified operator to run this new school which created 65 new slots and is now known as Timberline Learning Center. To address the financial challenges our non profit schools had with low tuitions and low salaries we paid off the debts/ mortgages at our partner schools. This enabled them to stabilize their budgets and put those dollars that had been going to their mortgages into a capital reserve fund to insure the schools would have the means to maintain their buildings without having to fundraise for new roofs, hvac systems or other large capital expenses. To address salaries and tuition we created a Tuition Assistance & Salary Supplement Program. This gave an immediate infusion to the schools to raise wages approximately 30% up to \$13.00/hour (2007) with the direction to also raise tuition rates over the next 5 year to cover the true cost of care in order to support those higher more competitive salaries. In order to assure families could still afford the rising tuition cost we created a Tuition Assistance program for local working families who are cost burdened by their monthly child care bill. This needs based cost sharing program provides relief to families who live and/or work in the Upper Blue and are paying more than 13 – 16% of their gross income on childcare. Our program provides tuition assistance covering the gap between what a family can afford and the full daily tuition rate.

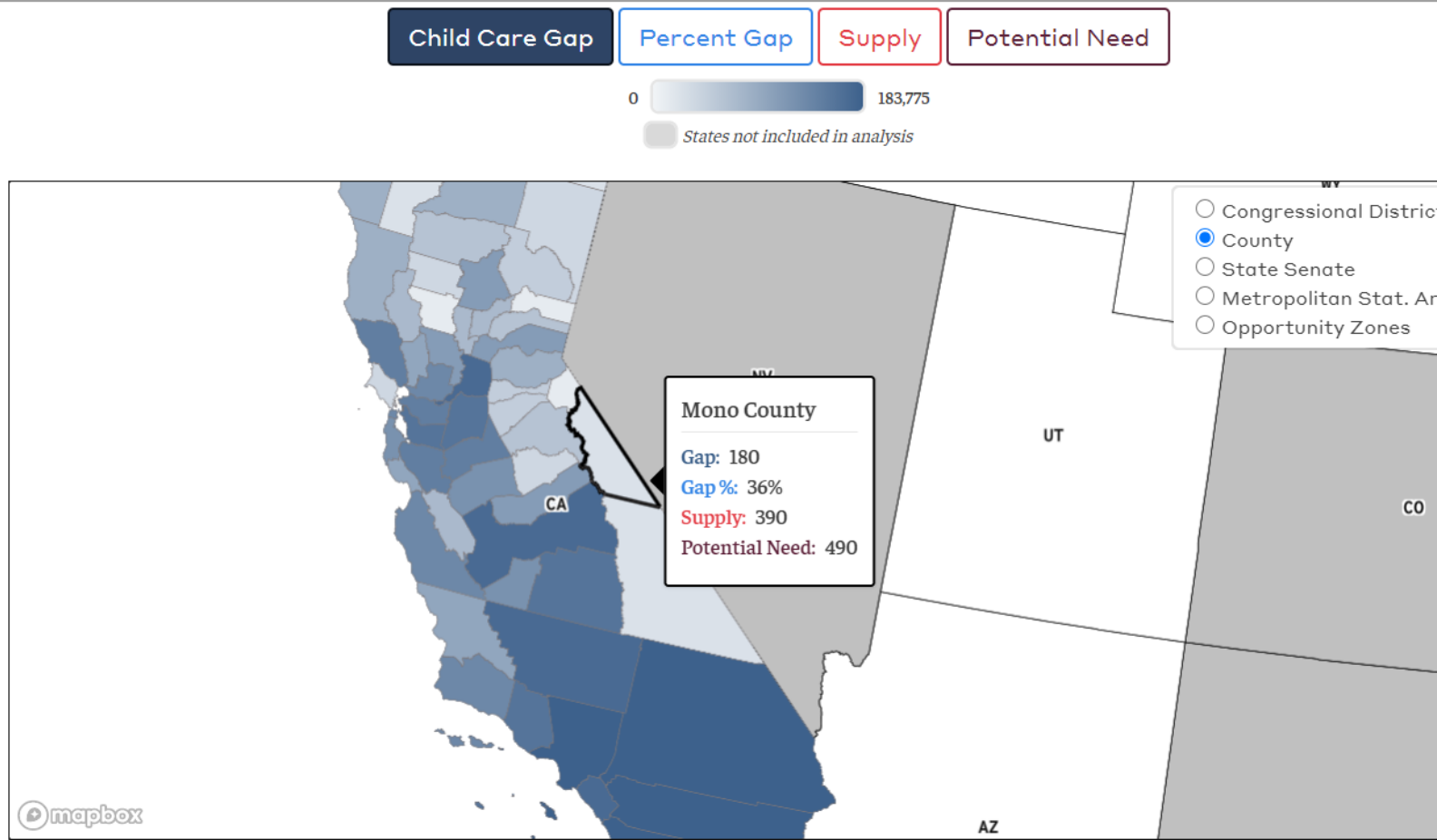
(Child Care Initiative 2017-18 Annual Report, page 4)

<https://www.townofbreckenridge.com/home/showdocument?id=16630>

(Childcare Needs Assessment, Town of Breckenridge 2016)

<https://www.townofbreckenridge.com/home/showdocument?id=11462>

S



Map Source: <https://www.childcaregap.org/>

Need defined as children under 6 with all parents in the labor force.

Data source: US Census American Community Survey 5 year 2014-2018

Document prepared by:



Mono County Zip Code Priorities 2019-20

Data based on Calculations from First 5 Mono, 5 year Kindergarten and TK average (2014-2018)

Zip Code Priorities for Infant Toddler Full-Day Care (CCTR)						
Zip Code	# of I/T children	# of I/T eligible	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
93512 Benton	7	5	0	5	100%	3
93514 Swall/Par/Chal	0	0	0	0	100%	3
93517 Bridgeport	13	10	0	10	100%	1
93529 June Lake	14	11	0	11	100%	1
93541 Lee Vining	13	10	0	10	100%	1
93546 Mammoth	255	195	0	195	100%	1
96107 Coleville	29	22	0	22	100%	1
96133 Walker	28	21	0	21	100%	1

Zip Code Priorities for Ca State Preschool (CSPP) Full & Part-Day						
Zip Code	# of (3,4,5 yo) children	# of (3-4 & 4-5) eligible	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
93512 Benton	6	5	10	-5	0%	3
93514 Swall/Par/Chal	0	0	0	0	0%	3
93517 Bridgeport	10	8	12	8	100%	3
93529 June Lake	11	8	0	8	100%	3
93541 Lee Vining	11	8	15	-7	0%	3
93546 Mammoth	204	153	37	116	76%	1
96107 Coleville	19	14	16	-2	0%	3
96133 Walker	19	14	0	14	100%	1

Zip Code Priorities for School-Aged Care (CCTR)						
Zip Code	# of school age children	# of school age eligible	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
93512 Benton	24	18	0	18	100%	1
93514 Swall/Par/Chal	0	0	0	0	0%	3
93517 Bridgeport	40	30	0	30	100%	1
93529 June Lake	44	33	0	33	100%	1
93541 Lee Vining	44	33	60	-27	0%	3
93546 Mammoth	816	612	30	582	95%	1
96107 Coleville	76	57	64	-7	0%	3
96133 Walker	76	57	64	-7	0%	3

Notes:

Calculations based on First 5 Mono, 5 year Kindergarten and TK average (2014-2018). This average is multiplied by the number of years included in the age range. For infants and toddlers, the number is multiplied by 2.5 to account for 6 mon.- 2 years old, assuming parental leave will allow children birth-6 months to be cared for by a parent. For preschool the calculation is based on the 5 year kindergarten average multiplied by 2 to account for the 2 year age cohorts, 3-4 year old's and 4-5 year old's. For school age the calculation is based on the 5 year kindergarten average multiplied by 8 to account for children 5-12 years old.

Number of eligible children was determined by multiplying the number of children by .75, .75 was determined by 75% of State median income

Number of subsidized slots was determined by the number each CSPP program is licensed for

To determine the number of eligible underserved children we subtracted the number of available slots from the number of eligible children.

Chalfant is reflected in Benton's numbers. Swall and Paradise receive services in Inyo County. Even if we counted these zip codes, their numbers would be less than 10.

To determine the % of eligible under served children divide number eligible underserved children by the number of eligible children.

Additional information: To determine the % of children served divide the number of subsidized slots by the number of eligible children.

Mono County Childcare Needs 2019

	Preschool Age					Infant and Toddler Age				Birth to 5 total	
	1. Total slots needed	2. Existing slots	3. Number of slots needed to fill the need	4. Number of needed slots eligible for State Preschool <70% of state median income		5. Total slots needed	6. Existing slots	7. Number of slots needed to fill the need		8. Slots needed to fill the need	9. Number of needed slots CDBG eligible <80% of county median income
Mammoth Area	204	99	105	74		204	78	126		231	185
Lee Vining/June Lake	22	13	9	6		22	6	16		25	20
Benton, Hamil, & Chalfant	6	10	0	0		6	0	6		6	5
Bridgeport	10	15	0	0		10	0	10		10	8
Coleville/ Walker	38	30	8	6		38	11	27		35	28
County Total	280	167	122	85		280	95	185		307	246

1. Determined by the 5 Year Kinder and transitional Kindergarten average 2014-2018 multiplied by 2, to account for all 3 & 4 year olds. Assuming the need for age specific care for all 3 & 4 year olds.

2. Based on the number of preschool slots in licensed and licence exempt sites.

3. The difference between the existing slots and the number needed for all 3 & 4 year olds to have a preschool slot.

4. The number of slots needed to fill the need multiplied by 70%, the state median income threshold to qualify for State Preschool >\$63,083 for a family of 4

5. Determined by the 5 Year Kinder and transitional Kindergarten average 2014-2018 multiplied by 2.5 and divided by 80%, to account for all 6 month-1 year olds and 1 and 2 year olds with a parent in the workforce (80%, as per the California Childcare Portfolio). Assuming the need for care is for children 6 months and older with all parents in the workforce.

6. Based on the number of infant and toddler slots in licensed and licence exempt sites.

7. The difference between the existing slots and the number needed for 80% of 6 moth to 2 year olds to have a childcare slot.

8. Combination of the remaining needed preschool and infant and toddler slots, same assumptions as for numbers 1 & 5.

9. The number of slots needed to full the need multiplied by 80%, the County median income thrshold to qualify for CDBG >\$62,000 for a family of 4

Data compiled by

Municipal Support of Child Care, Breckenridge Example

Since 2007, the Town of Breckenridge has provided over \$6.5 million to the Tuition Assistance Program to support local families and workforce. Breckenridge recognized that without access to affordable, quality early childhood care and education, parents could not be part of the vital workforce and contribute to the community character the Town desired.— 2016 Child Care Needs Assessment (Tuition Assistance totals through December 2017)

In 2007 the Council authorized its first formal Needs Assessment. Then working together the Council Housing and Child Care Committee and the stakeholder taskforce created a roadmap for a public-private partnership that would increase capacity, strengthen the financial position of our schools and assure working families had access to quality affordable child care. To increase capacity and meet the need indicated by the burgeoning waitlists one of the first actions for the Council committee was to identify a parcel of Town owned land & commence planning for a new school to provide slots for children who were not able to find space in our existing network. We broke ground in the fall of 2007 and conducted RFP process to bring in a qualified operator to run this new school which created 65 new slots and is now known as Timberline Learning Center. To address the financial challenges our non profit schools had with low tuitions and low salaries we paid off the debts/ mortgages at our partner schools. This enabled them to stabilize their budgets and put those dollars that had been going to their mortgages into a capital reserve fund to insure the schools would have the means to maintain their buildings without having to fundraise for new roofs, hvac systems or other large capital expenses. To address salaries and tuition we created a Tuition Assistance & Salary Supplement Program. This gave an immediate infusion to the schools to raise wages approximately 30% up to \$13.00/hour (2007) with the direction to also raise tuition rates over the next 5 year to cover the true cost of care in order to support those higher more competitive salaries. In order to assure families could still afford the rising tuition cost we created a Tuition Assistance program for local working families who are cost burdened by their monthly child care bill. This needs based cost sharing program provides relief to families who live and/or work in the Upper Blue and are paying more than 13 – 16% of their gross income on childcare. Our program provides tuition assistance covering the gap between what a family can afford and the full daily tuition rate. (Child Care Initiative 2017-18 Annual Report, page 4)

<https://www.townofbreckenridge.com/home/showdocument?id=16630>

(Childcare Needs Assessment, Town of Breckenridge 2016)

<https://www.townofbreckenridge.com/home/showdocument?id=11462>

Data compiled by



The 2019 California Child Care Portfolio, the 12th edition of a biennial report, presents a unique portrait of child care supply, demand, and cost statewide and county by county, as well as data regarding employment, poverty, and family budgets. The child care data in this report was gathered with the assistance of local child care resource and referral programs (R&Rs). R&Rs work daily to help parents find child care that best suits their family and economic needs. They also work to build and support the delivery of high-quality child care services in diverse settings throughout the state. To access the full report summary and county pages, go to our website at www.rrnetwork.org.

PEOPLE ¹	COUNTY			STATE		
	2016	2018	CHANGE	2016	2018	CHANGE
Total number of residents	13,785	13,887	1%	39,354,432	39,864,538	1%
Number of children 0-12	2,069	2,001	-3%	6,631,621	6,578,476	-1%
Under 2 years	287	274	-5%	982,688	941,215	-4%
2 years	149	133	-11%	498,782	489,567	-2%
3 years	126	152	21%	503,064	503,509	0.1%
4 years	138	150	9%	503,461	503,657	0.04%
5 years	144	133	-8%	518,282	506,494	-2%
6-10 years	861	807	-6%	2,596,934	2,576,958	-1%
11-12 years	364	352	-3%	1,028,410	1,057,076	3%

LABOR FORCE ^{2*}	COUNTY			STATE		
	2016	2018	CHANGE	2016	2018	CHANGE
Two-parent families, both parents in labor force	474	430	-9%	1,667,628	1,673,759	0.4%
Single-parent families, parent in labor force	280	176	-37%	966,506	957,871	-1%

*Due to the availability of data in the U.S. Census Bureau's ACS, these numbers do not include unmarried two-parent families or families with same-sex parents

POVERTY ²	COUNTY			STATE		
	2016	2018	CHANGE	2016	2018	CHANGE
Number of people living in poverty	684	1,378	101%	5,525,524	4,969,326	-10%
Children 0-5 living in poverty	95	114	20%	608,247	499,726	-18%
Children in subsidized care ³	112	121	8%	315,100	337,264	7%

FAMILIES IN POVERTY IN 2018²

COUNTY	STATE
7%	14%

CHILD CARE AND FAMILY BUDGETS^{4, 8}

Income Eligible Family Without Subsidy ⁵	Income Eligible Family With Subsidy ⁵	Median Family Income ²
<p>\$54,027 Annual Income</p> <p>29% Housing 18% Infant/toddler Preschooler 22% All other family needs 31%</p>	<p>\$54,027 Annual Income</p> <p>29% Housing 10% Family Fee 61% All other family needs</p>	<p>\$90,347 Annual Income</p> <p>17% Housing 11% Infant/toddler Preschooler 13% All other family needs 58%</p>

The 2019 Child Care Portfolio is produced by the California Child Care Resource & Referral Network | (415) 882-0234

[Return to Agenda](#)

www.rrnetwork.org

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AGE/TYPE

CHILD CARE SUPPLY ⁶	LICENSED CHILD CARE CENTERS			LICENSED FAMILY CHILD CARE HOMES			CHILD CARE REQUESTS ⁷	
	2017	2019	CHANGE	2017	2019	CHANGE		
Total number of spaces	234	234	0%	114	100	-12%	Under 2 years	27%
Under 2 years	36	36	0%				2-5 years	50%
2-5 years	198	198	0%				6 years and older	23%
6 years and older	0	0	0%					
Total number of sites	9	9	0%	12	11	-8%		

25%

Child care programs participating in the Child Care Food Program

56%

Child care centers with one or more federal/state/local contracts

SCHEDULE AND COST

CHILD CARE SUPPLY	LICENSED CHILD CARE CENTERS	LICENSED FAMILY CHILD CARE HOMES	CHILD CARE REQUESTS	
Full-time and part-time spaces	100%	92%	AGES	FULL-TIME
Only full-time slots	0%	8%	Under 2 years	100%
Only part-time slots	0%	0%	2 years	0%
Sites offering evening, weekend or overnight care	22%	55%	3 years	100%
Annual full-time infant care ⁸	\$13,231	\$12,028	4 years	100%
Annual full-time preschool care ⁸	\$9,733	\$11,138	5 years	0%
MAJOR REASONS FAMILIES SEEK CHILD CARE ⁹			REQUESTS FOR CARE DURING NONTRADITIONAL HOURS	
95% Employment	9% Parent seeking employment	5% Parent in school or training	Evening / weekend / overnight care	8%

LANGUAGE

CENTERS WITH AT LEAST ONE STAFF SPEAKING THE FOLLOWING LANGUAGES ⁹		LANGUAGE SPOKEN AT HOME	
English 100%, Spanish 33%		English only	75%
		Spanish	22%
FAMILY CHILD CARE PROVIDERS SPEAKING THE FOLLOWING LANGUAGES ⁹		Asian/Pacific Island language	2%
Spanish 64%, English 55%		Another language	2%

1. CA Department of Finance Population Projections 2018
2. American Community Survey 2018 1-year estimates. Poverty is defined using the federal poverty guidelines.
3. CA Department of Education CDD 801-A October 2018, CA Department of Social Services CW115, October 2018
4. U.S. Housing and Urban Development rent for 2-bedroom 50th percentile
5. 70% of 2018 State Median Income for a family of three
6. Resource and referral (R&R) databases 2019
7. R&R child care referrals April/May/June 2019
8. 2018 Regional Market Rate Survey, Network estimate
9. Percentages may exceed 100% when multiple options are chosen

For more information about child care in MONO COUNTY:

IMACA Community Connections for Children
800-317-4700
www.imaca.net

Children Now 2021 Scorecard of Children's Well-Being, California

Indicator

County

All races

Choose an indicator.

Type to search...

×

All

Health

Education

Child Welfare

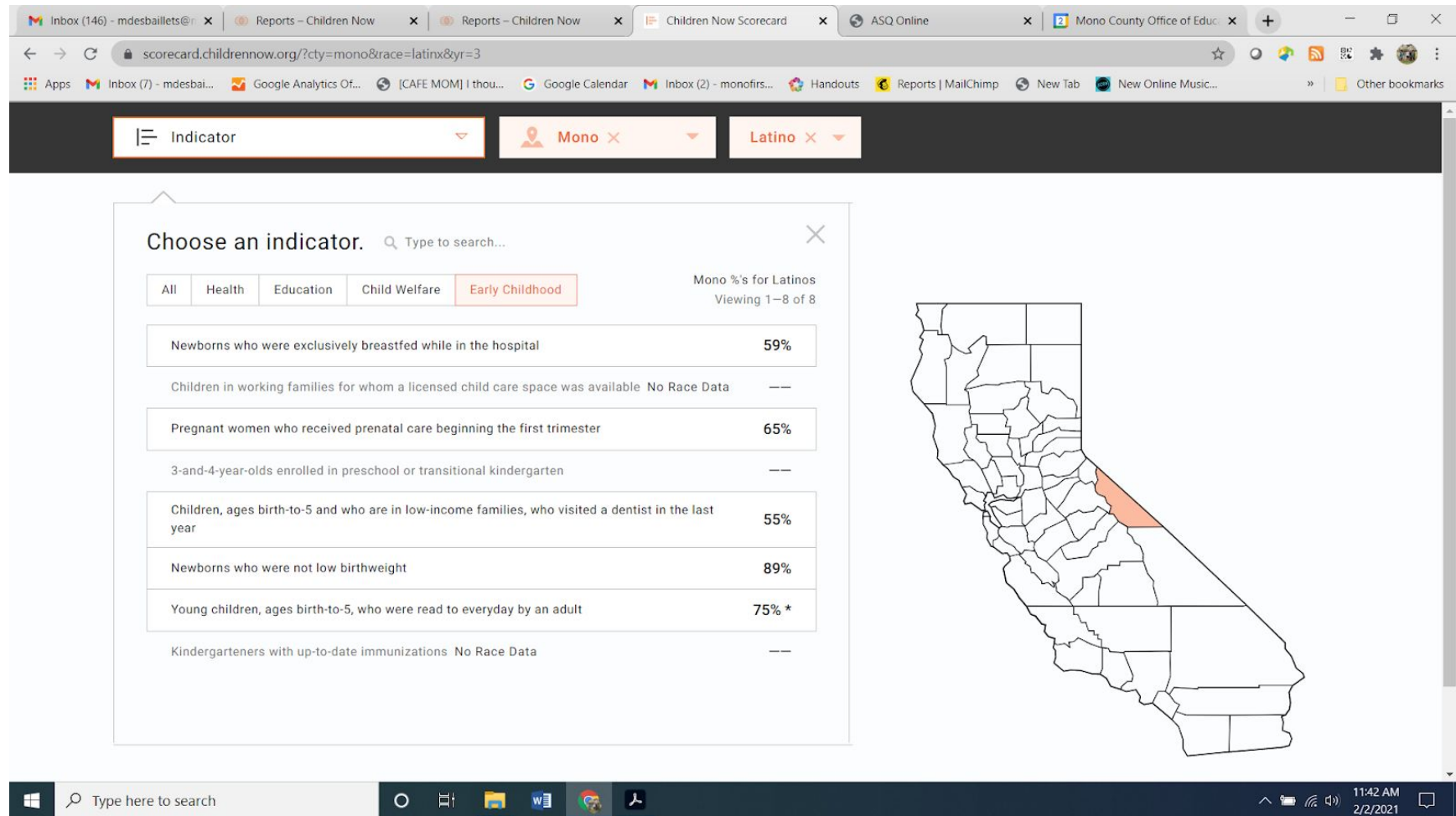
Early Childhood

Statewide %'s for all races
Viewing 1–8 of 8

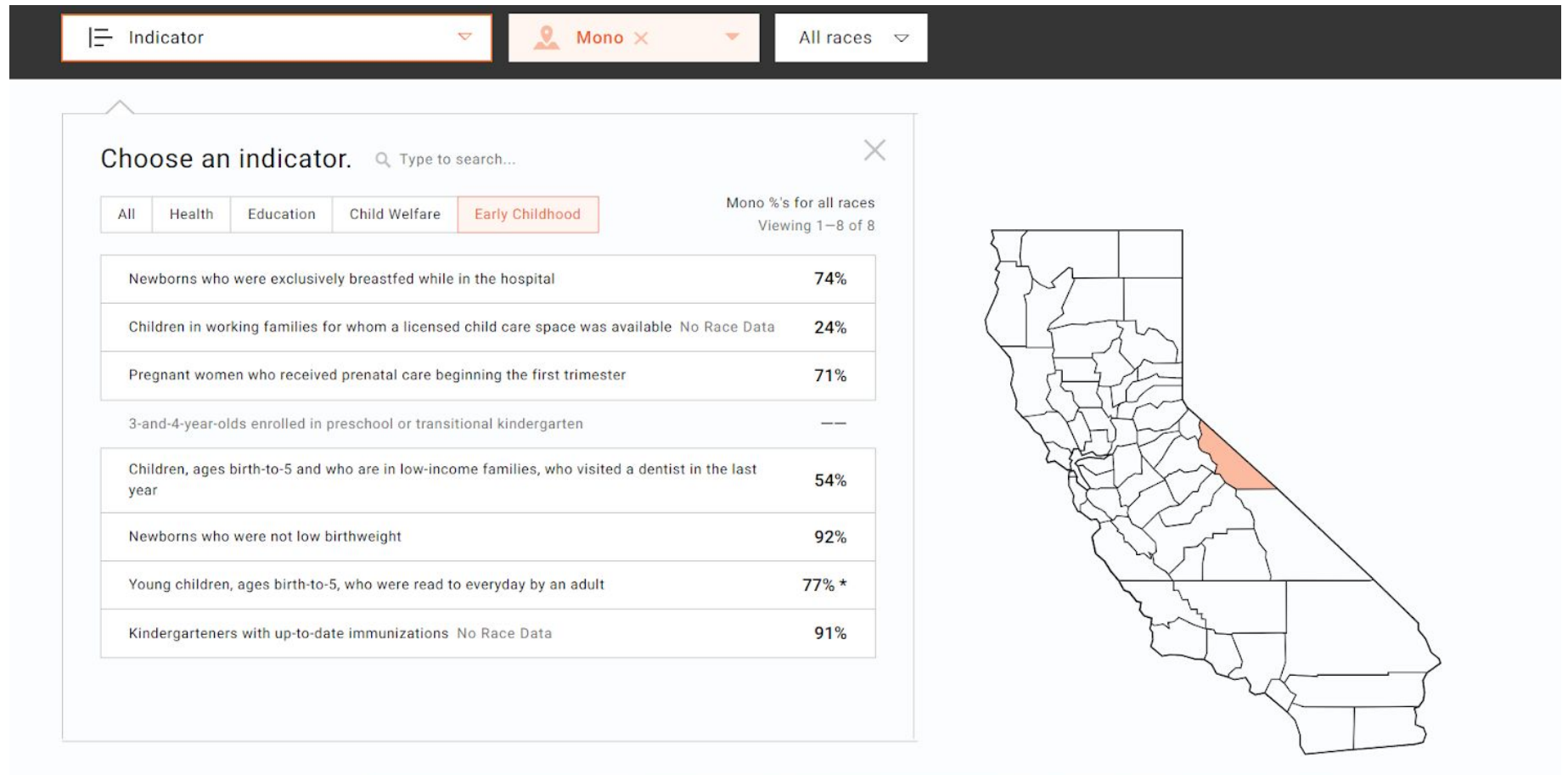
Newborns who were exclusively breastfed while in the hospital	70%
Children in working families for whom a licensed child care space was available No Race Data	25%
Pregnant women who received prenatal care beginning the first trimester	84%
3-and-4-year-olds enrolled in preschool or transitional kindergarten	49%
Children, ages birth-to-5 and who are in low-income families, who visited a dentist in the last year	39%
Newborns who were not low birthweight	93%
Young children, ages birth-to-5, who were read to everyday by an adult	64%
Kindergarteners with up-to-date immunizations No Race Data	95%



Children Now 2021 Scorecard of Children's Well-Being, Mono County



Children Now 2021 Scorecard of Children's Well-Being, Mono County





P.O. Box 260
587 Old Mammoth Road #4
Mammoth Lakes, CA 93546

First 5 Mono
ATTN: Molly DesBaillets, Executive Director
PO Box 130
Mammoth Lakes, CA 93546
mdesbaillets@monocoe.org

DATE: January 15, 2021

SUBJECT: Letter of Intent for Emergency Fund Allocation for Rental Assistance Program in Response to the COVID-19 Public Health Emergency

Dear Ms. DesBaillets,

Thank you for this opportunity to request emergency funding for our rental assistance program to assist families during the COVID-19 public health emergency.

In March of 2020 our country and world entered into a public health emergency due to the spread of COVID-19. The emergency response included stay-at-home orders and the closure of schools and businesses. The economic impact has been felt acutely in our tourism/recreation based communities. Due to the sharp loss of income for children and their families for reasons beyond their control, MLH was awarded \$10,000 in Emergency Funds from First 5 Mono to support families with children age 5 and under with rental assistance.

These funds assisted 21 households consisting of 94 individuals (including 36 children age 5 and under).

Our program has been widely financially supported by local jurisdictions, grant funds, and private donations from local businesses and individuals. Total funds contributed equal more than \$880,000 which includes more than \$45,000 in private donations. To date we have made 1,050 partial rent payments to support 410 Mono County households. Unfortunately, the need is great and ongoing. The Town of Mammoth Lakes allocated \$250,000 in December and we already have more than 350 applications in process. While we hope to access the funds delineated for rental assistance in the State's budget, the process for drawing those funds has yet to be determined and our neighbors need to pay their rent now. The Federal CDC eviction moratorium expires on January 31, 2021 and nationally it is estimated that 12 million renter households will owe an average of \$5,800 in back-rent and utilities, and soon face small claims court and possibly eviction. Without this financial support local families and children will lack funds to maintain housing given the lack of work or stimulus funds available to families due to immigration status and disruptions caused by the COVID 19 pandemic.

Use of these funds by MLH for rental assistance will measurably advance First 5 Mono's Mission to "be a leader in a community-oriented and family-centered support network for children prenatal to age five and their families, and... improving outcomes in children's health, safety, and learning." Our rental assistance program also supports First 5 Mono's Goal to "Enhance the network of support services for families with children ages 0 to 5 years" and the priority result area that: All County children 0-5 are healthy.

Mammoth Lakes Housing has a track record of significant success in delivering services to residents of Mono County, including those with children 5 years of age and younger, as evidenced by funding agreements with both the Town of Mammoth and Mono County.

These funds will not augment any other project currently funded through First 5 Mono, will be spent within one year, and do not supplant existing funds.

If you have any questions or need additional information, please do not hesitate to contact me on my cell phone at 978-809-2515.

Best wishes,


Patricia Robertson
Executive Director

Patricia
Robertson

Digitally signed by: Patricia
Robertson
DN: CN = Patricia Robertson email
= patricia@mammothlakeshousing.
org C = US O = Mammoth Lakes
Housing, Inc.
Date: 2021.01.15 15:58:16 -08'00'

**Board of Directors
Mammoth Lakes Housing, Inc.**

Kirk Stapp, President (760) 934-2902

Jennifer Kreitz, Vice-president (760) 924-1806

Tom Hodges (760) 934-0740

Agnes Vianzon (805) 452-8760

Zoraya Cruz (760) 590-4044

Tony Perkins (714) 469-4202

Richard Plaisted (858) 935-4885

Lindsay Barksdale (509) 630-9038

First 5 Mono County
Budget vs. Actuals: FY 2020-2021 3/5/2021
 July 2020 - June 2021

	<u>120 Impact (9036)</u>		<u>130 Home Visiting (9037)</u>		<u>140 Oral Health (9038)</u>		<u>150 Peapod (9039)</u>		<u>160 First 5 Ops (9300)</u>	
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Income										
Total 4300 Government Revenue	\$ 0.00	\$ 0.00	\$ 141,761.04	\$ 169,149.00	\$ 6,610.73	\$ 9,811.00	\$ 0.00	\$ 0.00	\$ 53,494.00	\$ 53,494.00
Total 4500 Government Grants	\$ 37,721.85	\$ 87,582.00	\$ 183,101.69	\$ 217,711.00	\$ 0.00	\$ 0.00	\$ 40,141.07	\$ 40,000.00	\$ 0.00	\$ 0.00
Total 5300 Investments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 12,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,977.68	\$ 0.00
5999 Misc. Revenue										
Total Income	\$ 37,721.85	\$ 87,582.00	\$ 324,862.73	\$ 398,860.00	\$ 6,610.73	\$ 9,811.00	\$ 40,141.07	\$ 40,000.00	\$ 56,471.68	\$ 53,494.00
Expenses										
Total 7000 Grants & Direct Assistance	\$ 0.00	\$ 18,995.00	\$ 9,900.00	\$ 48,594.70	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total 7200 Salaries & Related Expenses	\$ 42,191.09	\$ 61,533.00	\$ 189,459.14	\$ 270,000.00	\$ 7,275.44	\$ 8,874.00	\$ 22,018.83	\$ 30,511.00	\$ 24,870.72	\$ 24,339.00
Total 7500 Contract Service Expenses	\$ 1,600.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 7,897.50	\$ 10,530.00
Total 8100 Non-personnel Expenses	\$ 1,712.55	\$ 500.00	\$ 8,565.05	\$ 26,266.00	\$ 1,592.97	\$ 50.00	\$ 0.00	\$ 4,500.00	\$ 1,890.63	\$ 1,700.00
Total 8200 Facility Expenses	\$ 136.37	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,289.13	\$ 10,392.00
Total 8300 Travel & Conference Expenses	\$ 0.00	\$ 400.00	\$ 12,183.06	\$ 27,000.00	\$ 0.00	\$ 0.00	\$ -250.91	\$ 2,000.00	\$ 0.00	\$ 3,100.00
8500 Other Expenses										
Total Expenses	\$ 49,362.18	\$ 87,582.00	\$ 220,107.25	\$ 398,860.00	\$ 8,868.41	\$ 9,811.00	\$ 21,767.92	\$ 40,000.00	\$ 40,814.68	\$ 53,494.00
Net Income	-\$ 11,640.33	\$ 0.00	\$ 104,755.48	\$ 0.00	-\$ 2,257.68	\$ 0.00	\$ 18,373.15	\$ 0.00	\$ 15,657.00	\$ 0.00

First 5 Mono County
Budget vs. Actuals: FY 2020-2021 3/5/2021
 July 2020 - June 2021

	<u>170 Safe Kids</u>		<u>180 School Readiness (9310)</u>		<u>190 Systems Building</u>		<u>200 CSPP BG</u>		<u>210 CDBG</u>	
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Income										
Total 4300 Government Revenue	\$ 7,000.00	\$ 7,000.00	\$ 48,567.00	\$ 48,557.00	\$ 32,000.00	\$ 32,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total 4500 Government Grants	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 7,962.57	\$ 23,215.00	\$ 40,180.70	\$ 44,000.00
Total 5300 Investments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
5999 Misc. Revenue										
Total Income	\$ 7,000.00	\$ 7,000.00	\$ 48,567.00	\$ 48,557.00	\$ 32,000.00	\$ 32,000.00	\$ 7,962.57	\$ 23,215.00	\$ 40,180.70	\$ 44,000.00
Expenses										
Total 7000 Grants & Direct Assistance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 11,000.00	\$ 0.00	\$ 0.00
Total 7200 Salaries & Related Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 19,542.69	\$ 29,094.00	\$ 6,041.76	\$ 6,860.00	\$ 1,096.89	\$ 0.00
Total 7500 Contract Service Expenses	\$ 0.00	\$ 7,000.00	\$ 22,253.39	\$ 41,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,650.00	\$ 38,023.51	\$ 44,000.00
Total 8100 Non-personnel Expenses	\$ 0.00	\$ 0.00	\$ 951.72	\$ 10,057.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 700.00	\$ 0.00	\$ 0.00
Total 8200 Facility Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total 8300 Travel & Conference Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 100.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 400.00	\$ 0.00	\$ 0.00
8500 Other Expenses										
Total Expenses	\$ 0.00	\$ 7,000.00	\$ 23,205.11	\$ 51,557.00	\$ 19,542.69	\$ 32,000.00	\$ 6,041.76	\$ 23,215.00	\$ 39,120.40	\$ 44,000.00
Net Income	\$ 7,000.00	\$ 0.00	\$ 25,361.89	\$ 3,000.00	\$ 12,457.31	\$ 0.00	\$ 1,920.81	\$ 0.00	\$ 1,060.30	\$ 0.00

Friday, Mar 05, 2021 10:01:17 AM GMT-8 - Accrual Basis

First 5 Mono County
Budget vs. Actuals: FY 2020-2021 3/5/2021
July 2020 - June 2021

	<u>220 PDG-R</u>		<u>230 Region 6 T&TA Hub</u>		<u>620 Misc</u>		<u>TOTAL</u>		
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	% of Budget
Income									
Total 4300 Government Revenue	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 29,989.00	\$ 289,432.77	\$ 350,000.00	82.70%
Total 4500 Government Grants	\$ 4,026.63	\$ 26,739.00	\$ 22,621.93	\$ 112,065.00	\$ 0.00	\$ 0.00	\$ 335,756.44	\$ 551,312.00	60.90%
Total 5300 Investments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,977.68	\$ 12,000.00	24.81%
5999 Misc. Revenue						1,000.00	0.00	1,000.00	0.00%
Total Income	\$ 4,026.63	\$ 26,739.00	\$ 22,621.93	\$ 112,065.00	\$ 0.00	\$ 30,989.00	\$ 628,166.89	\$ 914,312.00	68.70%
Expenses									
Total 7000 Grants & Direct Assistance	\$ 0.00	\$ 3,156.00	\$ 0.00	\$ 11,000.00	\$ 10,000.00	\$ 20,000.00	\$ 19,900.00	\$ 112,745.70	17.65%
Total 7200 Salaries & Related Expenses	\$ 9,716.35	\$ 20,819.00	\$ 933.33	\$ 19,273.00	\$ 0.00	\$ 0.00	\$ 323,146.24	\$ 471,303.00	68.56%
Total 7500 Contract Service Expenses	\$ 0.00	\$ 0.00	\$ 54,657.88	\$ 65,280.00	\$ 0.00	\$ 7,500.00	\$ 124,432.28	\$ 178,960.00	69.53%
Total 8100 Non-personnel Expenses	\$ 53.55	\$ 700.00	\$ 0.00	\$ 12,400.00	\$ 0.00	\$ 1,000.00	\$ 14,766.47	\$ 57,873.00	25.52%
Total 8200 Facility Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,425.50	\$ 10,392.00	52.21%
Total 8300 Travel & Conference Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,444.00	\$ 0.00	\$ 0.00	\$ 11,932.15	\$ 36,444.00	32.74%
8500 Other Expenses							0.00	0.00	
Total Expenses	\$ 10,309.86	\$ 26,739.00	\$ 57,834.79	\$ 112,065.00	\$ 17,489.00	\$ 36,989.00	\$ 514,464.05	\$ 923,312.00	55.72%
Net Income	-\$ 6,283.23	\$ 0.00	-\$ 35,212.86	\$ 0.00	-\$ 17,489.00	-\$ 6,000.00	\$ 113,702.84	-\$ 9,000.00	-1263.36%

			CSPP BG	CDBG	IMPACT	PDG-R	Region 6 T&TA Hub	F5 Ops	Home Visiting	Misc	Oral Health	Peapod	Safe Kids	School Readiness	Systems Building	Total Annual Budget	
4	Contributions, Support																
4300	Government Revenue																
	4310	Prop 10 & SPCFA revenue						\$57,494.00	\$152,050.00	\$35,989.00	\$13,561.00	\$2,989.00	\$7,000.00	\$51,557.00	\$29,360.00	\$350,000.00	
	Total for Non-Government Grants		\$0.00		\$0.00	\$0.00	\$0.00	\$57,494.00	\$152,050.00	\$35,989.00	\$13,561.00	\$2,989.00	\$7,000.00	\$51,557.00	\$29,360.00	\$350,000.00	
4500	Government Grants																
	4510	Federal Grants		\$141,205.00												\$141,205.00	\$44,000.00
	4520	State Grants	\$23,215.00		\$87,582.00	\$26,739.00	\$112,065.00		\$50,000.00							\$299,601.00	
	4530	Local Government Grants							\$167,711.00			\$40,000.00				\$207,711.00	
	Total for Government Grants		\$23,215.00	\$141,205.00	\$87,582.00	\$26,739.00	\$112,065.00	\$0.00	\$217,711.00	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$648,517.00	\$551,312.00
	TOTAL FOR CONTRIBUTION REVENUE		\$23,215.00	\$141,205.00	\$87,582.00	\$26,739.00	\$112,065.00	\$57,494.00	\$369,761.00	\$35,989.00	\$13,561.00	\$42,989.00	\$7,000.00	\$51,557.00	\$29,360.00	\$998,517.00	\$902,312.00
5	Earned revenues																
5300	Investments																
	5310	Interest							\$12,000.00							\$12,000.00	
	Total for Investments		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	
5999	Misc. Revenue			\$1,600.00						\$1,000.00				\$2,000.00		\$4,600.00	\$0.00
	TOTAL EARNED INCOME		\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,600.00	\$12,000.00
	TOTAL INCOME		\$23,215.00	\$141,205.00	\$89,182.00	\$26,739.00	\$112,065.00	\$57,494.00	\$381,761.00	\$36,989.00	\$13,561.00	\$42,989.00	\$7,000.00	\$53,557.00	\$29,360.00	\$1,015,117.00	\$914,312.00
7	Expenses - grants, salaries and contract expenses																
7000	Grants & Direct Assistance																
	7020	Emergency Funds								\$20,000.00						\$20,000.00	
20000	7030	Block Grants, Stipends, Counselling, an	\$11,000.00		\$18,995.00	\$5,500.00	\$11,000.00		\$35,996.70							\$82,491.70	\$92,745.00
	Total for Grants & Direct Expenses		\$11,000.00		\$18,995.00	\$5,500.00	\$11,000.00	\$0.00	\$35,996.70	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$102,491.70	
7200	Salaries & Related Expenses																
	7210	Salaries & Wages	\$5,460.00	\$1,405.00	\$39,223.00	\$9,508.00	\$12,127.00	\$19,368.00	\$192,200.00		\$7,835.00	\$23,500.00			\$16,510.00	\$327,136.00	\$326,452.00
	7230	Employee Benefits	\$1,400.00	\$800.00	\$22,310.00	\$5,036.00	\$7,146.00	\$8,971.00	\$81,500.00		\$3,239.00	\$11,400.00			\$10,184.00	\$151,986.00	\$144,851.00
	Total for Salaries & Related Expenses		\$6,860.00	\$2,205.00	\$61,533.00	\$14,544.00	\$19,273.00	\$28,339.00	\$273,700.00	\$0.00	\$11,074.00	\$34,900.00	\$0.00	\$0.00	\$26,694.00	\$479,122.00	
7500	Contract Service Expenses																
	7510	Contractors - General	\$3,650.00	\$139,000.00	\$1,600.00	\$3,593.00	\$65,280.00			\$6,000.00			\$7,000.00	\$41,000.00		\$267,123.00	\$166,930.00
	7520	Accounting						\$10,530.00								\$10,530.00	
	7530	Attorney & Legal								\$1,500.00						\$1,500.00	
	Total for Contract Service Expenses		\$3,650.00	\$139,000.00	\$1,600.00	\$3,593.00	\$65,280.00	\$10,530.00	\$0.00	\$7,500.00	\$0.00	\$0.00	\$7,000.00	\$41,000.00	\$0.00	\$279,153.00	\$178,960.00
	TOTAL FOR GRANTS, SALARIES AND CONTRACT EXPENSES		\$21,510.00	\$141,205.00	\$82,128.00	\$23,637.00	\$95,553.00	\$38,869.00	\$309,696.70	\$27,500.00	\$11,074.00	\$34,900.00	\$7,000.00	\$41,000.00	\$26,694.00	\$860,766.70	\$763,008.70
8	Nonpersonnel expenses:																
8100	Nonpersonnel Expenses																
	8110	Supplies, Basic Needs, Educational Sup	\$700.00		\$500.00	\$538.00	\$1,500.00		\$13,415.00		\$1,600.00	\$4,000.00		\$9,457.00		\$31,710.00	\$40,173.00
	8120	Evaluation								\$1,000.00						\$1,000.00	
	8130	Telephone & Internet						\$200.00	\$900.00							\$1,100.00	\$200.00
	8140	Postage & office supplies						\$1,500.00	\$7,000.00			\$600.00		\$600.00		\$9,700.00	\$5,600.00
	8150	Data Systems					\$10,900.00									\$10,900.00	
	Total for Nonpersonnel Expenses		\$700.00		\$500.00	\$538.00	\$12,400.00	\$1,700.00	\$21,315.00	\$1,000.00	\$1,600.00	\$4,600.00	\$0.00	\$10,057.00	\$0.00	\$54,410.00	\$57,873.00
8200	Facility Expenses																
	8210	Office Rent						\$10,392.00								\$10,392.00	
	Total for Facility Expenses		\$0.00		\$0.00	\$0.00	\$0.00	\$10,392.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,392.00	
8300	Travel & Conference Expenses																
	8310	Travel & training	\$400.00		\$400.00	\$500.00	\$3,444.00	\$3,100.00	\$23,750.00			\$500.00		\$100.00		\$32,194.00	\$36,444.00
	Total for Travel & Conference Expenses		\$400.00		\$400.00	\$500.00	\$3,444.00	\$3,100.00	\$23,750.00	\$0.00	\$0.00	\$500.00	\$0.00	\$100.00	\$0.00	\$32,194.00	\$36,444.00
8500	Other Expenses																
	8520	Audit								\$4,326.00						\$4,326.00	
	8530	Membership Dues - Organization								\$3,163.00						\$3,163.00	
	8570	Advertising Expenses						\$1,000.00					\$2,400.00			\$3,400.00	\$1,400.00
	8580	MCOE Indirect	\$605.00		\$6,154.00	\$2,064.00	\$668.00	\$2,433.00	\$26,999.30		\$887.00	\$2,989.00			\$2,666.00	\$45,465.30	\$45,705.00
	8590	Other Expenses								\$1,000.00						\$1,000.00	
	Total for Other Expenses		\$605.00		\$6,154.00	\$2,064.00	\$668.00	\$3,433.00	\$26,999.30	\$8,489.00	\$887.00	\$2,989.00	\$0.00	\$2,400.00	\$2,666.00	\$57,354.30	\$55,594.30
	TOTAL NONPERSONNEL EXPENSES		\$1,705.00	\$0.00	\$7,054.00	\$3,102.00	\$16,512.00	\$18,625.00	\$72,064.30	\$9,489.00	\$2,487.00	\$8,089.00	\$0.00	\$12,557.00	\$2,666.00	\$154,350.30	\$160,303.30
	TOTAL EXPENSES		\$23,215.00	\$141,205.00	\$89,182.00	\$26,739.00	\$112,065.00	\$57,494.00	\$381,761.00	\$36,989.00	\$13,561.00	\$42,989.00	\$7,000.00	\$53,557.00	\$29,360.00	\$1,015,117.00	\$93,312.00
	Expenses in currently approved budget if different			\$44,000.00	\$87,582.00			\$53,494.00	\$398,860.00	\$36,989.00	\$9,811.00	\$40,000.00		\$51,557.00	\$32,000.00		
	TOTAL NET INCOME		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$9,000.00