

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

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

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

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

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

**2. TERM.**

The initial term of this Agreement shall be March 1, 2021, through February 28, 2022, regardless of when this Agreement is actually signed by the parties. The Agreement shall renew automatically and continue in effect from year to year thereafter until terminated by either party in accordance with paragraph 13.

**3. CONSIDERATION.**

A. Compensation. Compensation for the services of MCOE during each year of this Agreement shall be based on MCOE's estimated annual costs of providing such services. Total compensation for each fiscal year shall be payable by the Commission to MCOE in quarterly installments. On or about June 15<sup>th</sup> preceding each subsequent fiscal year, MCOE shall provide the Commission with a good faith estimate of anticipated indirect and personnel costs for that coming fiscal year. The Commission and MCOE may discuss and mutually revise the estimate and budget based on the Commission's needs. The estimate and budget mutually agreed to by the Commission and MCOE shall determine the compensation to be paid during that fiscal year. If a mutual agreement regarding the amount of compensation for a fiscal year is not reached between the Commission and MCOE by July 30<sup>th</sup> of that year, then this Agreement shall terminate

automatically as of August 30<sup>th</sup> of that year (or such other date as may be mutually agreed upon by the parties), and the Commission shall then compensate MCOE for services rendered from July 1<sup>st</sup> through the date of termination, based on the MCOE's direct and actual costs of providing such services.

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

C. No Additional Consideration. The Commission shall have no responsibility for the direct payment of any salaries, wages or other compensation to any MCOE personnel performing services for the Commission pursuant to this Agreement, or any liability other than that provided for in this Agreement. The Commission shall not be liable to compensation or indemnity to any MCOE employee for injury or sickness arising out of his/her employment subject to paragraph 9 below.

#### **4. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

#### **5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

#### **6. COMMISSION PROPERTY.**

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

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

termination of the Agreement, MCOE will convey possession and title to all such properties to the Commission.

## **7. WORKERS' COMPENSATION.**

MCOE shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.

## **8. STATUS OF MCOE.**

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

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

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

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

## **9. DEFENSE AND INDEMNIFICATION.**

A. MCOE shall defend, indemnify, and hold harmless the Commission, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, (i) the performance of this Agreement by MCOE, or MCOE's agents, officers, or employees; and (ii) any negligent act, negligent omission, or willful misconduct by MCOE with respect to performance of its obligations under this Agreement; and (iii) any claims by MCOE employees providing services under this Agreement relating to acts or omissions by the MCOE, its agents, its officers, its employees, or any other individuals under the direction or control of MCOE. MCOE's obligation to defend, indemnify, and hold the Commission, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. MCOE's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the MCOE, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

B. The Commission shall defend, indemnify, and hold harmless MCOE, 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, (i)

the performance of this Agreement by the Commission, or its agents, officers, or employees; (ii) any negligent act, negligent omission, or willful misconduct by the Commission with respect to performance of its obligations under this Agreement; and (iii) any claims by MCOE employees providing services under this Agreement relating to acts or omissions by the Commission, its agents, its officers, its employees, or any other individuals under the direction and control of the Commission. The Commission's obligation to defend, indemnify, and hold MCOE, 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. The Commission's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Commission, 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.

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

C. Procedure regarding Indemnification. Each party shall give the other party prompt written notice of any claim coming within the scope of any indemnity expressly set forth in this Agreement. Upon written request of any indemnitee, the indemnitor will assume defense of such claim, action, or proceeding. The indemnitee shall cooperate with the indemnitor in the investigation, defense, and/or settlement of such claim.

## **10. CONFLICTS.**

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

## **11. FUNDING LIMITATION.**

The ability of the Commission to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, the Commission has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying MCOE of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 12.

## **12. AMENDMENT.**

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

## **13. TERMINATION.**

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

**14. NOTICE.**

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

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

Mono County Office of Education  
Attn: Stacey Adler Mono County Superintendent of Schools  
P.O. Box 477  
Bridgeport, CA 93517-0477

**15. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

**16. REPRESENTATION BY COUNSEL.**

The parties hereto acknowledge that they have had the opportunity to be represented by separate legal counsel of their own choice with respect to the negotiation and preparation of this Agreement, and that they are fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

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

MONO COUNTY SUPERINTENDENT  
OF SCHOOLS

MONO COUNTY CHILDREN AND  
FAMILIES COMMISSION

By: *Stacey Adler*  
Stacey Adler

By: *Bob Gardner*  
Bob Gardner, Chair

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*Shannon DeNatale Boyd*  
Shannon DeNatale Boyd (Jul 2, 2021 08:35 PDT)  
MCOE's Counsel on behalf of the  
Superintendent

*Christy Milovich*  
Christy Milovich (Jul 2, 2021 08:24 PDT)  
County Counsel's Office on behalf of  
the Commission

## ATTACHMENT A

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

#### SCOPE OF WORK

MCOE shall provide Human Resources, Employee Health Insurance, Information Technology, Liability Insurance, Payroll, Custodial, Retirement, and Business Office services to support Commission staff including but not limited to the following positions: Executive Director, Support Services Clerk, Program Coordinator, Home Visitor, Playgroup Leader, and Oral Health Outreach positions.

#### SUMMARY OF EXECUTIVE DIRECTOR SERVICES

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

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

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

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

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

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

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

**Fund Allocation and Contract Management.** The Commission is responsible for decision-making

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

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

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

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

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

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

**Public and Provider Relations.** These responsibilities include:

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

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

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

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

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












# Agreement - MCOE & Mono First 5

Final Audit Report

2021-07-02

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