

Regular Commission Meeting and Public Hearing

AGENDA

As authorized by Governor Newsom's Executive Order, dated March 4, 2020 and the pending the adoption of the finding in agenda item 1, the meeting will be held via teleconferencing with members of the Commission attending from separate remote locations. The meeting can be accessed through <https://us06web.zoom.us/j/89935084431>, or by phone at: 1 720 707 2699, Meeting ID: 899 3508 4431 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. 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 Commission to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130)

March 17, 2022, 2:00-4:30 p.m.

The meeting can be accessed through

<https://us06web.zoom.us/j/82622116571> Meeting ID: 826 2211 6571 dial 1 720 707 2699

1. **Findings Relating to the Holding of Remote Meetings Under AB 361** Find that: (1) The Proclamation of State of Emergency issued by Governor Newsom on March 4, 2020, in response to the COVID-19 pandemic remains in effect; (2) Local Public Health Officials have recommended measures to promote social distancing; and (3) As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. Accordingly, meetings of the First 5 Commission may be held remotely in accordance with the requirements set forth in subdivision (e) of Section 54953 of the California Government Code. **(ACTION)**
2. **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.
3. **Minutes** The Commission will consider approving Commission Meeting Minutes from the **January 20th, 2022** Commission meeting. **(ACTION)**
4. **Welcome Commissioner Slack** The Commission will welcome its newest member, Mono County Public Health Officer Dr. Caryn Slack who was appointed by the Board of Supervisors to serve as a Commissioner as long as she remains in her position as the Mono County Public Health Officer.
5. **Program Updates** Contractors will present to the Commission: **(INFORMATION)**
 - a. Safe Kids update from Ana Danielson, Safe Kids Coordinator for the Mono County Office of Education
 - b. Raising a Reader update from Chalese Miller, Raising a Reader Coordinator and Christopher Platt, Library Director both for Mono County Libraries
6. **Childcare in Mammoth Lakes** Staff will seek Commission direction and discussion on continuing progress towards increasing childcare slots in Mammoth Lakes. **(INFORMATION)**
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

- a. **Mammoth Mini Storage:** up to **\$240 a month**, month-to-month to provide two storage units in Mammoth Lakes to support relocating the office to a smaller space. **(ACTION)**
- b. **Christy White:** up to **\$14,100 for FYs 2021-22 through 2023-24** for the statute-required annual independent fiscal audit. **(ACTION)**
- c. **Becky Kiegan:** up to **\$4,047 from April 1 to June 30, 2022** for childcare provider training in Alpine. **(ACTION)**
- d. **Eastern Sierra Unified School District:** for up to **\$2,000 in FY 2022-23** for Kindergarten Readiness Assessments including County Counsel approved changes. Funded by discretionary funds. **(ACTION)**
- e. **Mammoth Unified School District:** for up to **\$3,000 in FY 2022-23** for Kindergarten Readiness Assessments including County Counsel approved changes. Funded by discretionary funds. **(ACTION)**

---open public hearing---

- 8. **Five Year Fiscal Plan** Staff will seek Commission approval of the 2021-22 Five Year Fiscal Plan. **(Action)**
- 9. **Strategic Plan** Staff will present the 2019-25 Strategic Plan. **(Public Hearing)**
- 10. **Children's Summit** Staff and chair will share updates on the planned July 13, 2022 Mono County Children's Summit, which is planned to be noticed as a First 5 Commission meeting. **(INFORMATION)**
- 11. **Program Updates** Staff will report on the following Commission programs. **(INFORMATION)**
 - a. Home Visiting
 - b. Family Behavioral Health, Peapod
 - c. School Readiness
- 12. **Budget** Staff will present the following:
 - a. Year to date budget **(INFORMATION)**
 - b. Budget amendment **(ACTION)**

--end public hearing----

- 13. **2019-25 Strategic Plan Adoption** The Commission will consider adopting the 2019-25 Strategic Plan **(ACTION)**
- 14. **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)**
- 15. **Director Report** This information may be reported elsewhere on agenda. **(INFORMATION)**

Next Commission Meeting: June 16th, 2022, 2:00 p.m. – 4:30 p.m., via Zoom, or at the Mono County Office of Education Conference Room, 451 Sierra Park Road, Mammoth Lakes, CA

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

To: Board of Supervisors

From: Bryan Wheeler, Director of Public Health

Re: Recommendation regarding Social Distancing and Virtual Meetings

Both Mono County “covering” Health Officer Dr. Rick Johnson and I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors and other County-related legislative bodies subject to the Brown Act, to minimize the spread of COVID-19.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measure to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in Mono County implement fully-remote meetings to the extent possible.

If you have any questions regarding this recommendation, please do not hesitate to contact me. We will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.

**Mono County
First 5 Meeting
Virtual meeting via teleconference
Monday, January 20, 2022
2:00 pm**

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.

COMMISSIONERS PRESENT

Molly DesBaillets
Bob Gardner
Janice Mendez
Patricia Robertson
Michelle Raust
Stacey Adler

COMMISSIONERS ABSENT

Kristin Collins

I. CALL TO ORDER/ESTABLISH QUORUM

MOTION: Chair Gardner called the meeting to order at 2:00 pm, noting that a quorum had been met with five members present.

II. PUBLIC COMMENT

There was no public comment.

III. ADDING URGENCY ITEM

Ms. Simon explained that due to the Brown Act, an item could be added if the item came to agenda after the agenda was already scheduled for a meeting, and if it was necessary to act on the item before the following meeting. Director DesBaillets learned there was an opportunity for the Commission to write a letter of support for affordable housing in Mammoth. Ms. Simon proposed motion for letter of support to be added to the agenda that day as an urgency item

Ms. Mendez motioned, and Ms. Robertson seconded the motion.

No Public comment was made.

MOTION: Ms. Mendez **MOVED** to approve the addition of this URGENCY ITEM. The **MOTION** was **SECONDED** by Ms. Robertson and **PASSED** by unanimous consent.

IV. PROPOSED LETTER

Ms. Robertson linked letter into the chat and Commission members reviewed it.

MOTION: Chair. Gardner **MOVED** to approve the letter of support. The **MOTION** was **SECONDED** by Ms. Mendez and **PASSED** by unanimous consent.

V. APPROVAL MEETING MINUTES

The members approved minutes from September 16, 2021

No questions or comments

MOTION: Ms. Mendez **MOVED** to approve both sets of minutes. The **MOTION** was **SECONDED** by Ms. Adler and **PASSED** by unanimous consent.

VI. CHILDCARE AD-HOC COMMITTEE

Ms. DesBaillets explained how childcare was important in Mammoth, and how she wanted to form a committee to help talk about childcare for the Children's Summit.

MOTION: Ms. Mendez **MOVED** to approve ad committee for childcare. The **MOTION** was **SECONDED** by (Ms. Raust and **PASSED** by unanimous consent.

Ms. Raust asked if it was appropriate to share conversations of childcare in this meeting. Her question was addressed by Ms. DesBaillets, who said that yes, it was appropriate.

Chair. Gardner commented that with the Brown Act, they would be all right discussing childcare because this was a broad topic.

Ms. Robertson asked if new members could be appointed in this Ad Hoc Committee, it was answered that Ms. Adler, Chair Gardner, and Ms. Raust would be on the committee because they were already talking about childcare for the Children's Summit.

VII. CHILDCARE AT MAMMOTH LAKES

Ms. DesBaillets expressed that lots of people wanted to talk about childcare in Commission meetings. She received a letter from Town of Mammoth Lakes, wondering why CDBG application was not submitted and sent out letter to Commission with her response. She expressed that she wanted Commission input on continuing to advocate to the town to apply for CDBG, or do it on their own because they had their own ideas. She noted that the town was pursuing more childcare slots at the CDBG.

Chair. Gardner opened agenda item for public comment.

Ms. Robertson commented that she reminded the community to apply for CDBG starting in 2018 and expressed that continued advocacy for childcare was a good idea. She wondered if 'Mono County' could apply for childcare. She wanted action, rather than just having conversations and needs assessments about it. She noted that every time they forgo the application, they are losing money that could be used for this purpose. She wished that everyone could work better together.

Ms. Raust asked if there was a designee in the Town that could apply for the grant. It was answered that they were interested in the needs assessment first before writing an application.

Ms. DesBaillets commented that Nolan contributed to the application and had critiques before the application was due. She expressed that it seemed like the Town was eager to partner with the childcare council in the letter. She expressed that she had given the letter in their packet, letter from the Commission to the Town, letter from Dr Collins and public comment from Ms. Robertson to the Childcare Council to show what they had done. She noted that there had not been much interaction.

Ms. Adler expressed that there was a requirement for the Childcare Council to conduct a needs assessment and that they were moving quickly to finish it.

Gardner noted that he would talk to John Wentworth and Linda Salcido.

VIII. CONTRACTUAL AGREEMENTS AND EXPENSES

Ms. DesBaillets summarized the following:

Family Resource Centers – \$5714.40 for direct support to families. Allocated 165 each for utilities for 32 families.

Mono County Behavioral Health Support Groups – did regular agreement with them. Used to be called New Parent Support Groups.

\$1,320 to Sacramento County Office of Ed. more for training in English.

MOTION: Ms. Adler **MOVED** to approve all three listed. The **MOTION** was **SECONDED** by Ms. Robertson, and **PASSED** by unanimous consent.

There were no public comments.

Ms. Adler left the meeting.

Chair Gardner opened a Public Hearing for the Evaluation Report, Audit, Children's Summit, Program Updates, and Director Report.

IX. FY 2020-21 EVALUATION REPORT AND ANNUAL REPORT

Ms. DesBaillets made a presentation regarding this topic. Participation rates are: 25% for home visiting, 1% for CDBG, 42% Childcare Quality System, 3% Peapod Playgroups, 9% Raising a Reader, 11% Oral Health. She further noted that COVID impacted everything.

Ms. Raust commented that it was understandable but not terrible.

Ms. DesBaillets noted that this year services across county were proportionally similar to previous year. She noted that they generally over serve Mammoth and Bridgeport and under serve everywhere else.

Ms. DesBaillets noted programs in three categories: they spent \$373,446 for Home Visiting and increased time spent on Home Visiting. 614 visits were completed this year. She noted that they continued to serve higher proportions of the Hispanic population. She noted that the percentage went down to 39% from 41% for families with multiple stressors.

Ms. Robertson asked if they counted living in pandemic as a stressor, as it would increase percentage. Ms. DesBaillets noted that living in the pandemic was not considered a stressor.

Ms. Adler asked for clarification on if this presentation related to the calendar year or fiscal year. It was a presentation regarding fiscal year.

Home Visiting

Ms. DesBaillets summarized that their program provides support for families, for the Parents as Teachers Program, their total visits were 614, 39% of families had two or more stressors, and that they served a higher proportion of Hispanic people this year.

Ms. Robertson noted that another stressor was the fact of having another job to live in the community, and it would be interesting to collect data on these types of stressors.

Ms. DesBaillets noted that school readiness investment was 37,758 that funded Kindergarten Roundup and Raising a Reader from the library. They received no data in 2020.

Kindergarten Readiness

Ms. DesBaillets summarized that there were COVID challenges so schools could not administer Kindergarten Readiness assessments or Parent Surveys. Their preschool availability decreased to 32% and 81% of families with an incoming kindergartener participated in Kindergarten Round Up, which was the same as the year before.

Family Behavioural Health

Ms. DesBaillets summarized that families enjoy Peapod Playgroups, 152 groups were offered. Facebook live participation was about 3000 views, but the actual number is unknown. Participation declined due to Covid, going down to 3%.

Childcare Quality investment was \$322,051 this year. She summarized that they had the capacity to coach, rate sites, and provide in home visits. Mono and Alpine childcare sites had a participation of 85%. Children's enrollment declined to 118 this year. They gave out \$39,510 in stipends, where they ranged between 250 for individuals and between \$1,500 and \$6,500 for sites. She noted that developmental screening family engagement and referrals continued to strengthen.

Ms. Raust asked for clarification for the purpose of the stipends, and Ms. DesBaillets noted that these stipends were only for the First 5 participating sites.

Ms. Robertson noted that it was important that they continue their work to increase childcare slots.

Ms. DesBaillets noted that for Child Health: Oral Health and Safety, Oral Health was funded at \$13,295. Child Safety had Covid impacts as number of people getting home

safety kits or car seat checks lessened. They adapted health and safety fairs to be outside. There was no oral health data.

Ms. DesBaillets noted that there was a fiscal overview that wasn't in the presentation.

Ms. DesBaillets noted that in 2019, there was a childcare gap of 72% for the 0-5 age range – 243 spaces for 844 children in the Childcare Portfolio.

Ms. DesBaillets noted that Mono County has 3rd highest disparity rate in the state for the Equity Index. It shows White people are doing good, but not others. She also noted that Mono had the 15th highest performance in the State.

Ms. Robertson expressed gratitude after Ms. DesBaillets' Presentation. She noted it would help them in the coming years

Ms. Mendez and Chair Gardner agreed that it was a good and thorough presentation. Chair Gardner reiterated that COVID prevented the gathering of some of the data.

X. 2021 AUDIT

Ms. DesBaillets noted that it was a clean audit this year, and noted that they contributed \$15,000 to their trust fund.

Ms. Robertson expressed positivity at the trust fund.

XI. CHILDREN'S SUMMIT

Chair Gardner noted that there was a planning group for the Children's Summit, date being July 13th this year and that the goal was to increase awareness of children and their issues in the County and create an action agenda. There were about 16 different data indicators that tell how children are doing.

Ms. DesBaillets added that working with this ad-hoc group mentioned earlier should make planning for this event easier.

Chair Gardner suggested that they needed to make sure that everyone in the commission could attend.

Ms. Robertson asked who was on the planning team and if there was going to be an outside facilitator.

Ms. DesBaillets noted that the planning team was Ms. Adler, Ms. Raust, Chair Gardner and herself, Courtney Powell-Walsh, Kathy Petersen and Jacinda. She noted that there was a plan for local facilitators and note-takers. She noted that Courtney and Chair Gardner were making presentations that day.

Ms. Robertson asked if having outside people to work with them would benefit their program, considering that there would be many differences in preference and opinion.

Ms. Raust responded that the outside consultant they had been working with so far was doing well.

Ms. Robertson noted that the vision they needed was that it was a community program, rather than just a First 5 Program. Chair Gardner responded that it would be represented broadly and even schools would be represented. He noted they would need to think about how to mitigate these discussions for that day.

Ms. Raust noted that the summit was also for discussing community needs for high-risk children and families.

XII. PROGRAM UPDATES – DIRECTOR REPORT

Ms. DesBaillets noted that the First 5 offices were closed for the public, aligning with the health department guidance for the schools. They will wait until the end of the month to see if there are further updates.

As for the childcare system, two sites dropped out this year. There was low participation in locally-offered training.

She also noted that there are coaches from the region who are now meeting a few times a year.

Ms. DesBaillets is planning focus groups for this summer, and has been working on data access, and thinking about a provider appreciation dinner in the future.

For Home Visiting, Ms. DesBaillets noted that becoming a model implementer for Parents as Teachers was of importance. She noted that they need to improve their visit frequency for at-risk and struggling families.

Ms. Raust asked if the issue could be helped by more staffing, and Ms. DesBaillets noted that she had been trying to help improve family life skills and increase awareness about the importance of meeting families more often.

Ms. Raust asked if Ms. DesBaillets was aware of FFTSA. She noted that Part 1 was for at-risk children, and that the money for the programs were evidence-based, so they might have a chance of receiving it.

Ms. DesBaillets noted that she hoped the grant for utility bills that was approved would help.

Ms. DesBaillets also noted that there was an in-home visiting position open on Edjoin for North County. She also noted that they had hired two more in-home visitors. She said that she is holding a community discussion for Home Visiting Coordination to support development of an action plan on January 28th.

For Peapod, there is a position available in Mammoth Lakes.

For school readiness, Ms. DesBaillets explained Pre-Kindergarten, a program to serve all 4-year-olds in the K-12 system. She is working on funding and submitted a letter of intent

for teacher development. She is working with School Boards to plan a Round Up event in March.

For systems building, Ms. DesBaillets is spending a lot of time with UPK (Universal Pre-Kindergarten).

She also noted that a diaper bank is at IMACA

She noted that the Eastern Sierra Unified School District request for Emergency Funds for Preschools is included and was granted.

Chair Gardner asked if there were any questions and comments. There were none.

XIII. BUDGET REPORT

Ms. DesBaillets noted that the format was different this year. They are at 42% spending currently, which is on track. Noted the Bad Debt Expense, and that there was a duplicate entry of \$20,000 from last year that should have been in a different category. There was an additional -\$4,000 in duplicate entry as well.

She noted that there was a \$15,000 invoice coded to this fiscal year instead of last fiscal year, which needs to be updated.

Chair Gardner suggested that they needed to look into the workload into the budget for individual people working on it.

Chair Gardner asked if there were more questions or comments.

Ms. Robertson asked if they had the facility discussion, and was wondering if there needed to be graphic design help for the Evaluation Report, and that this was necessary to keep in mind for next year.

Public hearing was closed at 3:41 pm.

XIV. ADOPTION OF EVALUATION REPORT AND AUDIT

Chair Gardner asked if there were further questions about the evaluation report and audit.

MOTION: Ms. Robertson **MOVED** to approve the Evaluation Report and Audit as presented. The **MOTION** was **SECONDED** by Ms. Mendez and **PASSED** by unanimous consent.

XV. AMENDMENT TO ORDINANCE

Ms. DesBaillets noted that they would leave number of members at 7 members, take out unnecessary verbiage for Commissioner appointment staggering. She also asked to update ordinance for service on the Commission to be 5 years instead of three.

Chair Gardner asked if there were further questions or comments about this topic

MOTION: Ms. Raust **MOVED** to approve the Amendment as presented. The **MOTION** was **SECONDED** by Ms. Robertson and **PASSED** by unanimous consent.

XVI. COMMISSIONER REPORTS

Chair. Gardner stated that his updates had been covered earlier.

Ms. Robertson commented that she sent a letter to the school district and participated in parent advocacy meeting for school closure. She was disappointed that their program closed for that time as well. She noted that she asked for more support and collaboration networks in case schools close.

Chair. Gardner mentioned that they needed to be in better shape to respond to events such as this.

Ms. Mendez noted that she appreciated what Ms. Robertson said. She had no other comments.

Ms. Raust said that she had given updates already.

Ms. DesBaillets expressed gratitude to everyone and Ms. Robertson.

Chair. Gardner asked if there were any further comments or questions. There were none, so that brought the meeting to the end of their agenda. He noted that their next meeting was March 17th from 2-4:30 pm.

Ms. DesBaillets had a few more director's updates. She mentioned that the Governor's Budget included 50 million dollars for Home Visiting with the Department of Health, the expansion of Child Tax Credit, and is proposing expansion of Medi-Cal to undocumented parents. There is 10 million in Early Literacy and 36,000 in Expanded Childcare Subsidies.

She also noted that she was sorry to see Christy Millovich leave. She noted that Ms. Simon was working with her now.

She was able to work with MCOE and Ms. Adler on potential office space. She will plan on moving into an MCOE provided space and purchasing a storage space.

Chair. Gardner noted that this should be an interim situation to see if it works before committing entirely to the new workspace.

XVII. ADJOURNMENT

Chair. Gardner adjourned the meeting at 4:30pm.

Respectfully Submitted by: Minutes Services

Mammoth Mini Storage

105 Forest Trail
Mammoth Lakes, CA 93546
(760) 938-2868

**THIS AGREEMENT, executed in Mammoth Lakes, Facility County, Facility State,
On this 1/27/2022, between Mammoth Mini Storage, hereinafter called the OPERATOR or Owner or Lessor (depending on the agreement) and the:**

<p>OCCUPANT WHOSE NAME AND LAST KNOWN ADDRESS IS:</p> <p>Name: First 5 Mono County</p> <p>Mailing Address: Po Box 130</p> <p>City, State & Zip: Mammoth Lakes, CA 93546</p> <p>Home Phone: (760) 709-0939</p> <p>Cell/Work Phone:</p> <p>Electronic Mail (E-Mail) Address: Mdesbaillets@monocoe.org</p> <p>Photo ID No.:</p> <p>IF OCCUPANT IS A BUSINESS, PROVIDE THE BUSINESS INFORMATION BELOW:</p> <p>Business Name:</p> <p>Business Phone:</p> <p>Occupant Title:</p> <p>IF OCCUPANT OR OCCUPANT'S SPOUSE IS IN MILITARY SERVICE, PROVIDE ADDITIONAL INFORMATION:</p> <p>Branch:</p> <p>Military ID No.:</p> <p>Are you deploying for Active Duty?:</p> <p>If deploying, when?:</p>	<p>GATE ACCESS CODE: B 301571*</p> <p>LEASED SPACE NUMBER: 37</p> <p>APPROXIMATE SIZE: 5 x 10 x 10</p> <p>PAYMENT DUE DATE 1st OF THE MONTH</p> <p>RENTAL RATE: \$120.00 PER MONTH</p> <p>DEPOSIT: \$120.00</p> <p>Setup Fee: \$0.00</p>
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ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION: Name: Molly Desbaillets Mailing Address: City, State & Zip: Contact Phone:	Late Payment Charge	20%
	Returned Check Charge	\$35.00
	Written Notice To Vacate Not Given	Loss of Deposit
	Lock Cutting Charge	\$50.00
	Delinquency Notice Preparation Charge	All costs to file lien plus 25% and \$65.00 an hour labor to process
	Lien Sale Advertisement Charge	All costs to file lien plus 25% and \$65.00 an hour labor to process
	Not Leaving Space Empty & Broom Clean	Loss of Deposit
	Damage To Space & Facility (Labor & Material)	TO BE DETERMINED BY OPERATOR
TYPE OF PROPERTY TO BE STORED:		This is a monthly lease for storage beginning the date first written above. The first month's rent is hereby acknowledged. Each succeeding month's rent is due and payable on or before the 1st day of each succeeding month until terminated by either OWNER or OCCUPANT in writing

1. **PREIAMBLE:** OWNER hereby rents to OCCUPANT, and OCCUPANT rents from OWNER the storage space, located within the self-service storage facility named above (herein called the "FACILITY"). The storage space shall be used solely for the purpose of storage pursuant to the terms and conditions of this rental agreement, and if applicable, any addendums that may be incorporated into this rental transaction, collectively and herein called the "agreement," and for no other purpose. **THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE CALIFORNIA SELF-SERVICE STORAGE FACILITY ACT. (CALIFORNIA BUSINESS AND PROFESSIONS CODE, § 21700-21716).**
2. **RENTAL PAYMENT:** OCCUPANT agrees to pay rent to OWNER as set forth above, provided, however, that all rental rates shall be subject to change upon 30 day notice to OCCUPANT, and at the expiration of such 30-day period, the rental rate shall thereupon be effective as if set forth in this agreement. All rent is payable in advance. The minimum rental term is one month. **Monthly rental payments are due on or before 1st day of the month until this agreement is terminated in writing.** Rental payments are not refundable. **OCCUPANT will be responsible for additional rent until OCCUPANT'S locking device and personal property are removed from the FACILITY.**
3. **PERFORMANCE DEPOSIT:** A performance deposit may also be required as a condition of rental. Such performance deposit, paid by OCCUPANT to the OWNER, shall not be applied as rent, will not accrue interest, and the OWNER is not required to segregate such performance deposit from other funds. **The performance deposit is refundable upon OCCUPANT'S removing his personal property from the storage space in a timely fashion at the expiration of the term hereof, leaving the storage space in a neat and orderly condition with ordinary wear and tear excepted, and having met all other terms and conditions of this agreement including removing OCCUPANT'S locking device.**
4. **ADMINISTRATIVE FEE:** A non-refundable administrative fee may also be required as a condition of rental.
5. **TERM AND TERMINATION:** The term of the agreement shall commence on the date set forth above and automatically continue on a month to month basis under the same terms and conditions as the previous month, unless and until OCCUPANT has removed his personal property from the storage space and has given written notice thereof to OWNER **at**

least thirty (30) days in advance of vacating date. OWNER may terminate this agreement with cause, if OCCUPANT breaches any condition of the agreement including, but not limited to, non-payment of rent, by notifying the OCCUPANT in writing ten (15) days in advance of the termination date. OWNER may terminate this agreement without cause by giving OCCUPANT thirty (30) days written notice prior to termination date.

6. **STATEMENTS, NOTICES AND SERVICE CHARGES:** It is expressly understood and agreed that OWNER is not required to, nor does OWNER send out monthly statements or reminders of rental due dates. Notification will only be given when rent is delinquent. A listing of current service charges is shown above in the service charge schedule. All service charges are subject to change upon thirty (30) day written notice. All service charges are due as additional rent to defray the additional clerical and administrative charges incurred by the OWNER. **Time is of the essence and in the event any rental and/or service charge is due and unpaid, the OWNER may terminate this agreement by reason of default in the payment of rent.**
7. **NON-LIABILITY OF OWNER FOR LOSS, DAMAGES OR PERSONAL INJURY:** This agreement is made on the express condition the OWNER is to be free from all liability and claim for loss, damages, or personal injury by OCCUPANT or OCCUPANT'S family members, invitees, employees or agents, including, but not limited to, damage or loss to stored personal property or personal injury incurred while in, upon or in any way connected with this FACILITY, except for damage or loss to stored personal property or personal injury caused by an affirmative act of the OWNER or OWNER'S agent. If a court of law having competent jurisdiction determines that damage or loss to stored personal property or personal injury occurred as the result of an affirmative act of the OWNER or OWNER'S agent the maximum amount of any monetary damages, punitive or otherwise, including, without limitation attorney's fees, shall be limited to the sum of \$100.00.
8. **INSURANCE OBLIGATION OF OCCUPANT:** Insurance carried by the OWNER shall be for the sole benefit of the OWNER. OCCUPANT acknowledges and agrees all personal property is stored at the OCCUPANT'S sole risk. The OCCUPANT shall make no claim whatsoever against the OWNER or the OWNER'S insurance carrier. OCCUPANT is advised to secure his own insurance covering the full replacement cost of all stored personal property against all perils, including, but not limited to, theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, power failures or acts of God. OCCUPANT has the right to be self insured, but assumes full risk for damage or loss to stored personal property.
9. **AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS:** OCCUPANT acknowledges that he has read, is familiar with, and agrees (a) that this agreement has been reviewed and negotiated, and that the OCCUPANT has had the opportunity to consult with legal counsel of his choosing prior to execution of this agreement, (b) to all of the terms and conditions of this agreement, (c) to the provisions printed on this agreement, and, if applicable, (d) to the provisions included on any addendums incorporated into this rental transaction. OWNER and OCCUPANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all **bold-faced** items. OCCUPANT acknowledges receipt of the rules and regulations of this FACILITY, a true and exact copy of this agreement, and, if applicable, any addendums incorporated into this rental transaction.
10. **NOTICES, CORRESPONDENCE AND PERMISSION TO COMMUNICATE:** By placing his signature on the margin here, OCCUPANT acknowledges that (i) he has been informed that lien notices may be sent to the OCCUPANT and, if provided, to the above listed alternate person by electronic mail (email) and (ii) OCCUPANT affirmatively consents to receive lien notices by electronic mail (email). Further, by placing his signature on the margin here, OCCUPANT agrees all notices, correspondence and/or other communications, including, but not limited to, changes to OCCUPANT'S mailing address, liens or secured interests on OCCUPANT'S stored property, and/or change(s) to any other OCCUPANT information provided above, will be delivered to OWNER, in writing, within five (5) days of the change. These notices, correspondence and/or other communications, shall be delivered to OWNER'S mailing address listed on this agreement via personal delivery during the OWNER'S normal business hours, or by certified mail, postage prepaid, return receipt requested, or by a commercial overnight courier that provides a receipt of delivery. OCCUPANT recognizes that OWNER and OCCUPANT are entering into a business relationship as OWNER and OCCUPANT. Written notices, and marketing and/or business-related communications from OWNER to OCCUPANT, unless required by law, may be made or sent (a) by phone or text (including automated calls and texts), (b) by first class mail, (c) by fax, (d) using social media, or (e) by e-mail. All such notices, correspondence and other communications from OWNER to OCCUPANT will be made or sent to the OCCUPANT'S mailing address, phone number(s) or e-mail address(es) provided above or to another mailing address, phone number or e-mail address provided by OCCUPANT in a subsequent written notification to OWNER.
11. **INSPECTION:** OCCUPANT has been afforded an opportunity to inspect the FACILITY, acknowledges and agrees that the storage space and the common areas of the FACILITY are satisfactory for OCCUPANT'S storage purposes, including the safety and security thereof, for which OCCUPANT shall use the storage space or the common areas of the FACILITY. OCCUPANT shall be entitled to access the storage space and the common areas of the FACILITY only during such hours and on such days as are regularly posted within the FACILITY.
12. **OWNER'S LIEN ON STORED PROPERTY:** The California Self-Service Storage Facility Act (California Business and

Professions Code, § 21700-21716), grants the OWNER, his/her heirs, executors, administrators, successors and assigns a lien upon all personal property located at this FACILITY for rent, labor, late payment fees, or other charges present or future, incurred pursuant to this rental agreement and for expenses necessary for the preservation, sale, or other disposition of personal property in accordance with said act. The OCCUPANT'S property will be subject to a claim of lien and may even be sold to satisfy the lien if the rent and/or other charges due remain unpaid for fourteen (14) consecutive days as authorized by Chapter 10 of the California Self-Service Storage Facility Act (California Business and Professions Code, § 21700-21716). Any lien created pursuant to this chapter on a vehicle or vessel subject to registration or identification under the Vehicle Code shall be enforced in accordance with the provisions of Section 3071 of the Civil Code, in the case of a vehicle, or Section 503 of the Harbors and Navigation Code, in the case of a vessel or, provided the required notices are sent, the OWNER may have the vehicle, watercraft or trailer towed from the FACILITY in accordance with state law.

13. **DISCLOSURE OF LIENS, LIENHOLDERS OR OTHER SECURED PARTIES:** It is the OCCUPANT'S responsibility to disclose, in writing to the OWNER, the existence of any lien(s) on the personal property stored and the name and address of any lienholder or other secured parties with an interest in the personal property stored.
14. **DEFAULT:** As used in this agreement means, the failure to timely perform any obligation of this rental agreement.
15. **PERSONAL PROPERTY:** As used in this agreement means movable property not affixed to land, and includes, but is not limited to, goods, merchandise, furniture, and household items.
16. **LAST KNOWN ADDRESS:** As used in this agreement, means that mailing address or email address provided by the OCCUPANT in the latest rental agreement, or the mailing address or email address provided by the OCCUPANT in a subsequent written notice of a change of address.
17. **LATE FEE:** If rent and/or other charges remain unpaid for at least ten (10) days after the rental due date, OWNER may assess a reasonable late fee if OCCUPANT does not pay the entire amount specified in this agreement.
18. **WAIVER:** The OCCUPANT agrees to waive OCCUPANT'S right to a jury trial, and agrees not to bring forth or participate in any class-action lawsuit brought against the OWNER.
19. **NO BAILMENT IS CREATED HEREUNDER:** OWNER is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the FACILITY by OCCUPANT is at OCCUPANT'S sole risk. OCCUPANT acknowledges the OWNER does not take care, custody, control, possession or dominion over the personal property stored within the FACILITY and does not agree to provide protection for the FACILITY, the rented storage space or the stored contents therein. OCCUPANT must take whatever steps he deems necessary to safeguard stored personal property. OCCUPANT assumes full responsibility for who has access to the OCCUPANT'S stored personal property.
20. **INDEMNIFICATION AND HOLD HARMLESS:** OCCUPANT agrees to indemnify, defend and hold harmless the OWNER from and against any and all claims for damaged or lost personal property or personal injury and costs, including attorney's fees, arising from OCCUPANT'S rental or from any activity permitted or suffered by OCCUPANT while within the FACILITY.
21. **WAIVER OF SUBROGATION:** OCCUPANT agrees to waive his rights and the rights of his insurance company for any claim for loss or damages against the OWNER.
22. **COMPLIANCE WITH LAW:** OCCUPANT shall not store any personal property which shall be in violation of any requirement imposed by any Board of Health, Sanitary Department, Police Department or other government agency or in violation of any other legal requirements, or do any act or cause any act which creates or may create a nuisance and/or hazard.
23. **USE, MAINTENANCE, AND QUIET CONDUCT:** The storage space shall be used for approved storage purposes only, including, but not limited to the storage of goods, merchandise, furniture, and household items owned by OCCUPANT. **The OCCUPANT will not use the storage space as a residence**, nor shall OCCUPANT use the storage space for any business use or purpose in any manner deemed by the OWNER to be disreputable or hazardous. The storage of welding, flammable, explosive or other inherently dangerous material is prohibited. OCCUPANT shall take good care of the interior and exterior of the storage space. OCCUPANT shall not cause or permit any hazardous substance or any corrosive, toxic, or pollutant type materials to be stored, used, generated, or disposed of within the FACILITY by OCCUPANT, OCCUPANT'S AGENTS, EMPLOYEES or INVITEES. If hazardous substances are stored, used, generated, or disposed of within the FACILITY, or if the storage space become contaminated in any manner for which the OCCUPANT is legally liable, OCCUPANT shall indemnify and hold harmless the OWNER from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the term of this agreement as a result of that contamination by OCCUPANT. Without limitation of the foregoing, if OCCUPANT causes or permits the presence of any hazardous substance within the FACILITY, the presence of which results in contamination, OCCUPANT shall promptly, at its sole expense, take all necessary actions to return the FACILITY to its condition previous to the presence of such hazardous substance.
24. **ALTERATIONS AND WASTE:** OCCUPANT shall not make or allow any alterations to the storage space. OCCUPANT shall not commit, or allow to be committed, any waste upon the storage space or in any building or property adjacent to the

storage space.

25. **LOCKING DEVICE:** At all times during the occupancy, the OCCUPANT will keep the storage space locked. The OCCUPANT, in OCCUPANT'S sole discretion, deems the lock used sufficient to secure the storage space. While there may be a place on the door of the storage space for a second locking device, OCCUPANT is only permitted to use a single locking device. OWNER has the right, as he deems necessary, or at the request of any authorized governmental agency or authority, to remove all locking devices by cutting, drilling or any other means. In the event any authorized governmental agency or authority should demand access to OCCUPANT'S personal property for any reason, OCCUPANT will be promptly notified. If OWNER or any authorized governmental agency or authority removes the locking device, the OWNER may elect to secure the OCCUPANT'S personal property with OWNER'S overlock until the OCCUPANT can inspect the personal property and provide a new locking device to secure the storage space. The OWNER or any authorized governmental agency or authority shall not be held liable for the replacement of any locking device that is damaged by forced entry. When the OCCUPANT'S locking device is removed by OWNER or any authorized governmental agency or authority, and OWNER'S overlock remains on the storage space, said action does not constitute Bailment in any manner. This action by OWNER is a temporary measure until OCCUPANT can inspect and provide a new locking device to secure the stored personal property.
26. **ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY:** Any personal property that remains within the FACILITY after the expiration or termination of this agreement shall be deemed to have been abandoned and that the same has no monetary value, and such personal property may be retained by OWNER as their property or disposed of in such manner as OWNER may see fit. The OWNER may also deem, at OWNER'S sole discretion, the personal property abandoned if the OCCUPANT removes the locking device from the storage space. By contract the OCCUPANT is required to utilize a locking device at all times. If said abandoned personal property or any part thereof is sold, OWNER may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OWNER may be entitled. If the OWNER deems the personal property to have no saleable value, the OWNER may dispose of the personal property at OCCUPANT'S expense.
27. **OWNER'S RIGHT OF ENTRY:** OCCUPANT grants OWNER, OWNER'S agents or representatives of any authorized governmental authority, including police and fire officials, access to the stored personal property upon (3) days advanced written notice to the OCCUPANT. In the event of an emergency, OWNER, OWNER'S agents or representatives of any authorized governmental authority, including police and fire officials, shall have the right to enter the storage space to take action as necessary or appropriate to protect the FACILITY, to comply with applicable law or to enforce the OWNER'S rights without advanced notice to OCCUPANT. An emergency, as used in this agreement, shall be defined as any event which jeopardizes the health, safety and/or well-being of the FACILITY and its customers or any appurtenant buildings, land or chattel stored within the FACILITY. Following the emergency, the OWNER shall promptly notify the OCCUPANT that access to the storage space was made so the OCCUPANT can inspect and provide a new locking device, if needed, to secure the stored personal property.
28. **NO WARRANTIES:** OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the FACILITY and OCCUPANT hereby acknowledges, as provided in article 11, the OCCUPANT has inspected the storage space and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the FACILITY or any personal property stored therein. No representative of OWNER is authorized to make any representations or warranties except as expressly set forth herein.
29. **ACCEPTANCE OF RENT PAYMENTS:** Only full payment of rent due for all storage spaces rented, whether part of this Agreement or another written Agreement between OWNER and OCCUPANT, will be accepted. However, while the OCCUPANT is in default, OWNER may accept a partial rent payment. OCCUPANT'S status will remain in default from the date the payment in full was due, and any such payment on account will not constitute a waiver of OWNER'S rights to proceed with lien enforcement in accordance with state law. OCCUPANT may attempt to pay rent utilizing the OWNER'S online payment system, however the OWNER does not guarantee the online payment system will be functional at all times and it shall be the sole responsibility of the OCCUPANT to confirm the payment has been received by the OWNER. The failure of the online payment system to accept your payment will not prevent the OWNER from assessing late charges and/or other service charges due in accordance with this agreement. OWNER reserves the right to require cash, money order, or other certified funds for payment of rent or other charges due that are more than thirty (30) days late or if OCCUPANT has ever had a check returned for insufficient funds or any other reason.
30. **CROSS-COLLATERALIZATION OF STORAGE SPACES:** When OCCUPANT rents more than one storage space at this FACILITY, the rent is secured by the personal property stored in all the storage spaces rented. Failure by OCCUPANT to pay on any storage space shall be considered a default on all storage spaces rented. If all rent on all storage spaces is not paid when due the OWNER may exercise all available remedies, including but not limited to denial of access to the FACILITY and

the sale or disposal of the property in accordance with state law.

31. **ASSIGNMENT:** OCCUPANT shall not assign or sublease the storage space or any portion thereof. Any attempt to assign or sublease shall be void.
32. **SPACE SIZE:** OCCUPANT understands advertised space sizes are approximate and for comparison purposes only. The space rented by OCCUPANT may be smaller or larger than advertised. The space is not rented by the square foot, and rent is not based on square foot measurements
33. **ACCESS CONTROL MEASURES:** This FACILITY may utilize various access control measures designed to deter unauthorized access to the FACILITY. However, OCCUPANT acknowledges these access control measures may be circumvented or may fail and the OWNER does not warranty or guarantee the effectiveness of the measures undertaken to prohibit unauthorized access.
34. **COVENANT OR CONDITION WAIVER:** The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this agreement, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.
35. **BANKRUPTCY AND OTHER LEGAL PROCEEDINGS:** In the event the OCCUPANT should file a voluntary petition in bankruptcy, or if the OCCUPANT becomes subject to any other type of legal action or proceeding where the right to occupy the leased storage space is an issue, the OCCUPANT agrees to notify the OWNER in writing within three (3) days via certified mail return receipt requested to the address shown on this agreement. OWNER shall have the right to recourse against the OCCUPANT to the fullest extent allowed by law.
36. **ATTORNEY'S FEES, COSTS, AND THIRD PARTY COLLECTIONS:** In the event any legal action is instituted, or other legal proceedings are taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the storage space for any default or breach of this agreement by OCCUPANT, OCCUPANT shall pay OWNER'S reasonable attorneys' fees, costs and expenses. In the event of default, OCCUPANT agrees that the OWNER has the right to provide a third party collections agency with the OCCUPANT'S contact information for collection purposes. The OCCUPANT will also be responsible to pay OWNER'S costs with respect to the engagement of such third party collection agency.
37. **SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.
38. **NUMBER AND GENDER:** Wherever the context of this agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.
39. **CONSTRUCTION:** This agreement has been reviewed and negotiated. The OCCUPANT has had the opportunity to consult with legal counsel of his/her choosing prior to execution of this agreement. OCCUPANT agrees this agreement shall not be construed for or against either OWNER or OCCUPANT.
40. **SEVERABILITY:** In the event that any of the provisions or portions thereof of this agreement are held to be unenforceable, invalid, void or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.
41. **ELECTRICITY:** Any electrical outlet or device located within this FACILITY is for OWNER'S use only.
42. **MILITARY SERVICE MEMBER:** If OCCUPANT, or their spouse, is a member or becomes a member of the armed forces, a reserve branch of the armed forces, or the National Guard during the term of this agreement, OCCUPANT MUST disclose said information to OWNER on this agreement or via other written notice to the OWNER. If you are transferred or deployed overseas on active duty you must provide OWNER written evidence of the transfer or deployment prior to the transfer or deployment. The OWNER will rely on this information to determine the applicability of the Service Members Civil Relief Act.
43. **TEMPERATURE CONTROLLING EQUIPMENT:** This FACILITY may offer OCCUPANT the option of storing personal property in temperature regulated leased spaces. However, OWNER cannot guarantee the proper operation of temperature controlling equipment at all times. As a result, the OWNER is not responsible for any loss or damages that may be incurred in the event of a power interruption or other malfunction of temperature controlling equipment.
44. **VALUE LIMIT:** OCCUPANT agrees not to store personal property with a total value in excess of \$5,000.00 without prior written consent of OWNER, which consent may be withheld in OWNER'S sole discretion and, if such written consent is not obtained, the total value of OCCUPANT'S personal property shall be deemed not to exceed \$5,000.00. OCCUPANT further agrees the maximum liability of OWNER to OCCUPANT for any claim or suit by OCCUPANT, including but not limited to any suit that alleges wrongful or improper foreclosure or sale of the contents of a storage space, is \$5,000.00. Nothing in this section shall be deemed to create any liability on the part of the OWNER to OCCUPANT for any loss or damage to OCCUPANT'S personal property, regardless of cause.
45. **EMOTIONAL LOSS:** OCCUPANT agrees not to store collectibles, heirlooms, jewelry, works of art or any personal property

having special or sentimental value to OCCUPANT. Nothing herein shall constitute any agreement or admission by the OWNER that OCCUPANT'S stored personal property has any value. OWNER shall not be liable for any loss occasioned by or resulting from emotional distress.

46. **AMENDMENT:** The OCCUPANT agrees to comply with the rules and regulations of the OWNER, and further agrees the OWNER shall have the continuing right to amend such rules and regulations from time to time as the OWNER in his sole discretion shall deem proper, and the OCCUPANT agrees to comply with such amendments within a reasonable time, but no longer than 30 days, following notification of such amendments.
47. **ENTIRE AGREEMENT:** This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.

Mammoth Mini Storage

105 Forest Trail
Mammoth Lakes, CA 93546
(760) 938-2868

THIS ADDENDUM to the Self-Service Storage RENTAL AGREEMENT, executed on 1/27/2022 between YOUR SELF STORAGE FACILITY, hereinafter called the OWNER and the OCCUPANT of storage space number 37. The personal property stored in the indicated storage space is itemized below:

ITEM 1

DESCRIPTION:	INSURANCE INFORMATION:
Make Model Year:	Insurance Company Name
Lic. Plate # State:	Agent's Name:
V.I.N. or H.I.N. #:	Phone:
Length & Color(s):	Effective Date:
IS THERE A LIEN OR SECURITY INTEREST ON THE PERSONAL PROPERTY?	Exp. Date:
[[IS_THERE_A_LIEN_OR_SECURITY_INTEREST_ON_THE_STORED_PROPERTY_YES_OR_NO_]]	IS THERE A CO-OWNER OF STORED PROPERTY?
(IF YES, ENTER DETAILS BELOW)	Co-Owner Name:
Lienholder or Security Interest:	Co-Owner Address:
Mailing Address:	Co-Owner City State Zip: Mammoth Lakes, CA 93546
Contact Phone:	Co-Owner Phone: (760) 709-0939

1. **INCORPORATION OF ADDENDUM:** OCCUPANT agrees to be bound to the terms and conditions on this ADDENDUM as well as all terms and conditions of the RENTAL AGREEMENT. OCCUPANT understands and agrees that this ADDENDUM may be incorporated by reference into the RENTAL AGREEMENT.
2. **SIZE AND LOCATION OF PREMISES:** The foregoing description of the premises is for identification purposes only. There shall be no adjustment in the rent payable hereunder and the agreement shall remain in full force and effect as if the premises actually contains more or less square feet than set forth herein or if the premises is not the same one as identified.
3. **IDENTIFIED TITLED PERSONAL PROPERTY:** OCCUPANT covenants and agrees to use and occupy the premises solely for

the purpose of storage of the titled personal property identified herein. The only titled personal property stored is the one described in this ADDENDUM and accompanying RENTAL AGREEMENT. OCCUPANT agrees the OWNER at the OCCUPANT'S expense can remove any unauthorized titled personal property and the OWNER will not be liable to the OCCUPANT or other secured party for the removal of such unauthorized titled personal property.

4. **SECURITY INTEREST:** OCCUPANT agrees to provide to OWNER all information of any and all parties holding a lien(s) or security interest(s) on the titled personal property stored. In addition, OCCUPANT agrees to provide OWNER with written documentation of any and all parties who may in the future become holders or no longer be holders of any security interest, liens or title by marital status, financing or legal changes from judgments or other orders by a court of law having jurisdiction.
5. **INSURANCE:** OCCUPANT will provide the OWNER proof of current insurance for titled personal property, or the OCCUPANT will elect to be self-insured at time of rental. OWNER may deny the OCCUPANT the right to store titled personal property without evidence of current insurance. If during the term of this agreement, the insurance policy(s) expire or renew, OCCUPANT assumes responsibility and agrees to provide OWNER with current proof of insurance within ten (10) days of renewal. This information must be delivered in writing to the OWNER'S address listed on the heading of this ADDENDUM.
6. **RISK OF LOSS:** OCCUPANT agrees and understands the titled personal property is stored at the OCCUPANT'S sole risk, and the OWNER is not liable for any loss or damage to the titled personal property, or the contents thereof, while within the self-service storage facility and no bailment over the titled personal property is created by the RENTAL AGREEMENT or ADDENDUM. OCCUPANT understands the OWNER is not a warehouseman or a garage man, and there is nothing in the RENTAL AGREEMENT or ADDENDUM or in the OCCUPANT'S use of the premises that will be construed as constituting a bailment agreement between the OWNER and the OCCUPANT.
7. **GOOD WORKING ORDER:** OCCUPANT agrees not to conduct any repairs or renovations on the titled personal property stored and will, if applicable, keep the titled personal property stored in drivable, road-worthy condition at all times.
8. **RESTRICTIONS AND RULES:** OCCUPANT agrees to conform to and abide by the following rules:
 - OCCUPANT is not permitted to run motor vehicles, boat engines, etc., except when entering or departing the self-service storage facility.
 - All fuel tanks must be kept less than one quarter full.
 - Smoking is prohibited within the self-service storage facility.
 - The OCCUPANT must take all necessary steps to protect the self-service storage facility from fluid or chemical leaks. If necessary, OCCUPANT will at all times maintain a drip pan or similar device to protect the self-service storage facility from damage. OCCUPANT agrees to be solely responsible for damage caused to the premises by improperly stored titled personal property.
 - OCCUPANT shall not use the premises for the storage of any gasoline or other fuel, oil, grease or other lubricant, tires or batteries, or any other accessories except for such gas, oil, grease, or other lubricant as may be contained in the operating parts of the titled personal property stored.
 - All sanitary toilet and collection tanks shall be appropriately drained, and/or winterized before storing the titled personal property on the premises.
9. **TERMINATION:** The OWNER has the right to terminate the OCCUPANT'S use of the premises and require the OCCUPANT to remove their titled personal property with 30 day advanced written notice unless the titled personal property becomes a health or safety risk to the self-service storage facility in which case the OWNER will consider it an emergency and may exercise their right to remove from or move within the self-service storage facility the titled personal property in accordance with the emergency provision of this ADDENDUM, without being deemed guilty in any manner of trespassing or conversion.
10. **REMOVAL FOR NON PAYMENT OF RENT AND OTHER CHARGES DUE IN ACCORDANCE WITH THE RENTAL AGREEMENT:** If rent or other charges due in accordance with the rental agreement have not been paid within sixty (60) days of the due date, the OWNER may foreclose or have the stored vehicle, watercraft, or trailer towed from the facility provided all statutory notification requirements have been sent under California Law. The OWNER shall not be liable for the property or damages to the property once the towing company takes possession of the vehicle, watercraft, or trailer.
11. **EMERGENCY MOVE OR REMOVAL:** In the event of an emergency, the OWNER specifically reserves the right to move or remove the titled personal property from the premises at any time, and without notice to OCCUPANT. For the purpose of this section, "emergency" shall be defined as any event, which jeopardizes the health, safety and/or well being of the self-service storage facility and its customers or any appurtenant buildings, land or chattel stored within the self-service storage facility. The OWNER shall exercise reasonable caution in moving or removing the titled personal property and will endeavor to notify OCCUPANT of the new location of the titled personal property, or return the titled personal property to the premises after the emergency has concluded.

March 1, 2022

Governing Board and Management
First 5 Mono County
PO Box 130
Mammoth Lakes, CA 93546

We are pleased to confirm our understanding of the services we are to provide First 5 Mono County for the fiscal years ending June 30, 2022, 2023 and 2024.

Audit Scope

We will audit the financial statements of the governmental activities and the general fund, including the disclosures, which collectively comprise the basic financial statements, of First 5 Mono County as of and for the fiscal years ending June 30, 2022, 2023 and 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement First 5 Mono County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to First 5 Mono County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion & Analysis
2. Budgetary Comparison Schedule

Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- An opinion (or disclaimer of opinion) on the Commission's compliance with the types of compliance requirements described in the State of California's *Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act*.

Auditor's Responsibilities

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *State of California's Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act* and will include tests of accounting records, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention.

We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the school district's ability to continue as a going concern for a reasonable period of time.

Audit Procedures – Internal Controls

We will obtain an understanding of the Commission and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of First 5 Mono County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of First 5 Mono County in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and complete-ness of that information.

You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Governing Board of First 5 Mono County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will state that the report is not suitable for any other purpose.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Christy White, Inc, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide an electronic and up to ten copies of our reports; however, management is responsible for distribution of the reports and the financial statements. We will file the report with the Office of the State Controller and the California Children and Families Commission (First 5 California) by the published deadline. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

By your signature below, you acknowledge the audit documentation for this engagement is the property of Christy White, Inc and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Controller or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request.

If requested, access to such audit documentation will be provided under the supervision of Christy White, Inc personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Office of the State Controller. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Christy White, Inc does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Christy White, Inc does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

We expect to begin our audit as soon as possible and to issue our reports by the published deadline. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

<u>Fiscal Year Ending</u>	<u>Audit Fees</u>
June 30, 2022	\$ 4,500
June 30, 2023	\$ 4,700
June 30, 2024	\$ 4,900

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in Commission audit requirements as stated in *Government Auditing Standards* or the *State of California's Standards and Procedures for Audits of Local Entities Administering the California Children and Families Act* or (2) any changes in the number of funds or accounts maintained by the First 5 Mono County during the period under this agreement, shall be in addition to the above maximum fee.

Our invoices for these fees will be rendered upon completion of fieldwork as follows: 50% of contract upon completion of fieldwork and 50% upon completion of the final report and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2022 and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the Commission. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2024 may be secured on a year by year basis, subject to the agreement of the Commission and the auditor.

Professional standards require us to be independent with respect to the company. Any discussions with our personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform the engagement partner before having any such discussions.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White, Inc has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.

We appreciate the opportunity to be of service to the First 5 Mono County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Michael Ash, CPA
Partner
Christy White, Inc

RESPONSE:

This letter correctly sets forth the understanding of First 5 Mono County.

Signature

Title

Date

**AGREEMENT BETWEEN THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION
AND BECKY KEIGAN & ASSOCIATES FOR THE PROVISION OF PROFESSIONAL
DEVELOPMENT SERVICES**

INTRODUCTION

WHEREAS, the Mono County Children and Families Commission (an agency of Mono County charged with planning, developing, and implementing programs on behalf of the County that support early development of children up to five years of age within Mono County and hereinafter referred to as the "Commission") may have the need for the Professional Development Services of Becky Keigan & Associates of Fort Collins, Colorado (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 Commission, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by Commission to Contractor to perform under this Agreement will be made by the Executive Director, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon Commission's need for such services. Commission makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by Commission under this Agreement. By this Agreement, Commission incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if Commission should have some need for such services or work during the term of this Agreement.

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

2. TERM

The term of this Agreement shall be from **April 1, 2022** to **June 30, 2022**, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. Commission 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 Commission'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 Commission 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 Commission, 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 Commission to Contractor for services and work performed under this Agreement shall not exceed four thousand forty seven dollars (\$4,047) (hereinafter referred to as "Contract Limit").** Commission 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 Commission, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at Commission'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 Commission'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, Commission shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should Commission determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, Commission shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

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

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

(4) The total amounts paid by Commission 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 Commission. 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 Commission to ensure that all services and work requested by Commission under this Agreement will be performed within the time frame set forth by Commission.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to Commission. Contractor will provide Commission, 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 Commission as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, Commission 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. Commission 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. COMMISSION PROPERTY

A. Personal Property of Commission. 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 Commission pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of Commission. 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 Commission. At the termination of the Agreement, Contractor will convey possession and title to all such properties to Commission.

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 Commission as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Commission for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Mono County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work 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 polic(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 Commission: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to Mono County, 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 Mono County.

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 the Commission and Mono County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Commission or Mono County, 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 Mono County. If possible, Contractor's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, the Commission, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

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

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of the Commission or Mono County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, Mono County or the Commission, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the Commission is to be considered an employee of Contractor. It is understood by both Contractor and 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. Contractor is free from the control and direction of the Commission in performing its work, both practically and pursuant to this Agreement, this means that Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Commission, the County of Mono and Contractor acknowledge and agree that Contractor performs work that is outside the usual course of the Commission's and County of Mono's business and that the Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed on behalf of the Commission pursuant to this Agreement.

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

D. 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 the Commission or Mono County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless the Commission, the County of Mono, their agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the Commission and the County of Mono, their 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 the Commission, the County of Mono and their 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, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of Commission shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that Commission 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, Commission 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 Commission 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 Commission 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. Commission 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 Commission. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of Commission.

16. DEFAULT

If Contractor abandons the work, fails to proceed with the work or services requested by Commission in a timely manner, or fails in any way as required to conduct the work and services as required by Commission, then Commission may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, Commission 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 county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of Commission.

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 Commission 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 Commission, or who has been an adverse party in litigation with Commission, and concerning such, Contractor by virtue of this Agreement has gained access to Commission's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, 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 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, Commission 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 Commission shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

Commission: Molly DesBaillets, Executive Director
Mono County Children & Families Commission
PO Box 130
Mammoth Lakes, CA 93546
mdesbaillets@monocoe.org

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

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 _____, _____.

COMMISSION

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Commission Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND BECKY KEIGAN & ASSOCIATES FOR THE PROVISION OF PROFESSIONAL DEVELOPMENT SERVICES

TERM:

FROM: April 1, 2022 TO: June 30, 2022

SCOPE OF WORK:

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

Contractor's Duties & Responsibilities:

- Parties agree that Contractor is an independent company and performs the services herein without the rights and obligations of an employee.
- Contractor shall provide one, 6-hour Passion, Learning and Joy (PLaY) Professional Development Training for the Commission to be held in Alpine County at the following location: *Alpine Early Learning Center, 100 Foothill Rd., Markleeville CA 96120*
- Prior to the training to be held pursuant to this Agreement, Contractor shall provide the Commission with the resume and pertinent biographical information of the trainer as well as a description of the training, which can be used by the Client in marketing materials.
- Contractor shall conduct a pre-training phone or Zoom call with a Annaliesa Calhoun and a representative from Alpine County.
- Contractor shall conduct a follow up phone or Zoom call to review the final PLaY training framework.
- Contractor shall provide the Commission with handout originals for photocopying.
- Contractor shall be responsible for providing personal equipment including but not limited to a laptop computer and/or a thumb drive.

Commission Responsibilities:

- The Commission shall be responsible for photocopying all relevant material necessary for the training.
- The Commission shall be responsible for all costs associated with the training including but not limited to costs for marketing, administration, and registration.
- The Commission shall be responsible for all facility arrangements including any food or meals provided and associated costs.
- The Commission shall be responsible for providing an LCD projector, screen, sound equipment and supporting materials as agreed upon by the parties.
- The Commission shall provide interpretation services if needed for each training

ATTACHMENT B

AGREEMENT BETWEEN THE MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND BECKY KEIGAN & ASSOCIATES FOR THE PROVISION OF PROFESSIONAL DEVELOPMENT SERVICES

TERM:

FROM: April 1, 2022 TO: June 30, 2022

SCHEDULE OF FEES:

The Commission shall compensate Contractor in an amount not to exceed \$4,047, which amount shall cover all training and the travel expenses as estimated below and a \$2,500 training fee.

Estimate of Travel Expenses:

<u>Expense Item</u>	<u>Estimated Cost</u>	<u>Details</u>
Airfare	\$450.00	SWA In and Out Reno, Nevada
Mileage	\$81.00	140 miles at \$.58/mile, IRS reimbursement (Home to Denver and return)
Airport	\$150.00	Denver International Airport, 3 days. Mileage and tolls to airport.
Car Rental	\$300	in & out of Reno/Fuel to Markleeville and return
Hotel	\$470.00	2 nights near Markleeville, CA
Per Diem	\$177.00	meals for 2 days (govt. rate of \$76/day)
Total	\$1,547.00	

**AGREEMENT BETWEEN FIRST 5 MONO
AND EASTERN SIERRA UNIFIED SCHOOL DISTRICT
FOR THE PROVISION OF KINDERGARTEN 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, 2022, to October 30, 2022, 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 polic(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, 2022 TO: October 30, 2022

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

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: _____

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, 2022 TO: October 20, 2022

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.

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)

TOTAL EXPENSES: \$2,000 total for all 4 Kindergarten Class' Assessments

**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, 2022, to October 30, 2022, 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 polic(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.

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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.

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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 MAMMOTH UNIFIED SCHOOL DISTRICT FOR THE PROVISION OF KINDERGARTEN READINESS ASSESSMENT SERVICES

TERM:

FROM: May 1, 2022 TO: October 30, 2022

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

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. Kindergarten Class, Hund: Teacher or aide expense for K Assessments	\$
2. Kindergarten Class, XXX: Teacher or aide expense for K Assessments	\$
3. Kindergarten Class, XXX: Teacher or aide expense for K Assessments	\$
4. Kindergarten Class, XXX: Teacher or aide expense for K Assessments	\$
Personnel Expense Total (not to exceed \$3,000)	\$

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:

ATTACHMENT B

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

TERM:

FROM: May 1, 2022 TO: October 20, 2022

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

MONO COUNTY CHILDREN AND FAMILIES COMMISSION 5 Year Fiscal Plan

Revenue	2020-21 Actuals	Current 2021-22	Forecast 2022-23	Forecast 2023-24	Forecast 2024-25	Forecast 2025-26	Total 5 year
Prop 10 tax revenue	70,948	83,400	68,482	69,929	74,868	71,368	438,995
Small County Augmentation, SMIF, & Prop 56	279,052	287,807	280,307	277,807	277,807	277,807	1,402,780
Home Visiting Services: CAPIT & CBCAP Grants, Cal Works & Mono County	199,604	210,148	210,148	210,148	210,148	210,148	1,040,196
Peapod Program (Partnership of F5M & Mono Behavioral Health)	40,000	40,000	40,000	40,000	40,000	40,000	200,000
Child Care Quality: IMPACT & Region 6 Hub, CSPP & QRIS Block Grants	237,540	294,721	294,721	294,721	294,721	294,721	1,416,424
Community Development Block Grant: Childcare	87,156	105,000	105,000	105,000	105,000	105,000	507,156
Miscellaneous Income	3,889	1,000	1,000	1,000	1,000	1,000	7,889
Interest on First 5 Mono Fund Balance	7,233	12,000	13,961	13,711	13,162	12,439	60,067
Total Revenues	925,422	1,034,076	1,013,619	1,012,316	1,016,706	1,012,483	5,002,139
Expense	2020-21 Actuals	Current 2021- 22	Forecast 2022-23	Forecast 2023-24	Forecast 2024-25	Forecast 2025- 26	Total 5 year
Home Visiting Services: (WB!; B/F Promotion; CAPIT Grant)	373,446	445,062	451,738	458,514	465,392	472,372	2,194,151
School Readiness: RAR;First Book, K backpacks	37,758	58,555	58,555	58,555	58,555	58,555	271,978
Peapod Program (Partnership of F5M & Mono Mental Health)	41,914	41,157	40,000	40,000	40,000	40,000	203,071
Child Care Quality: IMPACT, Block Grants, Hub & Certification Grant, CDBG Childcare	322,051	349,721	349,721	349,721	349,721	349,721	1,720,935
Oral Health Services	13,295	10,200	10,000	10,000	10,000	10,000	53,495
Safe Kids Partners	5,000	7,000	7,000	7,000	7,000	7,000	33,000
<i>Commission Operations/Support -- Administration</i>	46,594	39,755	35,743	37,530	39,407	41,377	199,030
<i>Commission Operations/Support -- Program</i>	23,297	19,878	17,872	18,765	19,703	20,689	99,515
<i>Commission Operations/Support -- Evaluation</i>	7,766	6,626	5,957	6,255	6,568	6,896	33,172
Commission Operations/Support -- Total	77,657	66,259	59,572	62,551	65,678	68,962	331,717
Emergency Fund	10,000	20,000	10,000	10,000	10,000	10,000	70,000
Systems Building	28,978	36,123	37,929	39,825	41,816	43,907	184,670
Total Expenditures	910,099	1,034,076	1,024,514	1,036,165	1,048,162	1,060,518	5,063,017
Fiscal Year	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	
Revenues less Expenses	15,323	0	-10,895	-23,850	-31,456	-48,035	-50,878
Total Fund Balance (current estimate, & forecast)	607,009	607,009	596,114	572,264	540,808	492,773	2,923,203

Assumptions: Department Of Finance 5/2021 projected Prop 10 revenues and birth rate through FY 2025-26; 5% annual salary and benefit increases.

Mono County's contribution to Home Visiting and the Peapod Program is projected to remain static over the 5 year period.

The First 5 Offices will become imbedded in MCOE space and a corresponding reduction in rent is incorporated in FY 2022-23.

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.

Starting in FY 2021-22 F5CA contracting requirements shifted 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 | <ul style="list-style-type: none">• Annual Birth-to-5 Health and Safety Fair an Mammoth Lakes• Preschool services in Bridgeport and Benton• Foosteps2brilliance digital literacy application |
| Sustained Services | <ul style="list-style-type: none">• 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 Kindergarteners 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>

Budget vs. Actuals: FY2021-2022 - FY22 P&L Classes

July 2021 - January 2022

	115 Home Visiting		125 Oral Health		130 Peapod		140 Safe Kids	
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Income								
Total 4300 Government Revenue	\$ 126,451.87	\$ 184,912.83	\$ 0.00	\$ 10,200.00	\$ 0.00	\$ 1,156.82	\$ 0.00	\$ 7,000.00
Total 4500 Government Grants	\$ 235,300.22	\$ 260,148.00	\$ 0.00	\$ 0.00	\$ 12,865.33	\$ 40,000.00	\$ 0.00	\$ 0.00
Total 5300 Investments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
5999 Misc. Revenue	353.46							
Total Income	\$ 362,105.55	\$ 445,060.83	\$ 0.00	\$ 10,200.00	\$ 12,865.33	\$ 41,156.82	\$ 0.00	\$ 7,000.00
Gross Profit	\$ 362,105.55	\$ 445,060.83	\$ 0.00	\$ 10,200.00	\$ 12,865.33	\$ 41,156.82	\$ 0.00	\$ 7,000.00
Expenses								
Total 7000 Grants & Direct Assistance	\$ 15,400.00	\$ 3,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total 7200 Salaries & Related Expenses	\$ 190,597.24	\$ 339,000.00	\$ 5,558.30	\$ 9,209.85	\$ 18,589.42	\$ 31,562.65	\$ 0.00	\$ 0.00
Total 7500 Contract Service Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 7,000.00
Total 8100 Non-personnel Expenses	\$ 8,250.27	\$ 27,266.00	\$ 0.00	\$ 50.00	\$ 0.00	\$ 4,500.00	\$ 0.00	\$ 0.00
Total 8200 Facility Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total 8300 Travel & Conference Expenses	\$ 22,279.82	\$ 25,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,000.00	\$ 0.00	\$ 0.00
Total 8400 Other Client Specific Expenses	\$ 18,964.26	\$ 50,794.83	\$ 0.00	\$ 940.15	\$ 1,678.09	\$ 3,094.17	\$ 0.00	\$ 0.00
Total 8500 Other Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Expenses	\$ 255,491.59	\$ 445,060.83	\$ 5,558.30	\$ 10,200.00	\$ 20,267.51	\$ 41,156.82	\$ 0.00	\$ 7,000.00
Net Operating Income	\$ 106,613.96	\$ 0.00	-\$ 5,558.30	\$ 0.00	-\$ 7,402.18	\$ 0.00	\$ 0.00	\$ 0.00
Other Expenses								
8599 Bad Debt Expense								
Total Other Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Net Other Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Net Income	\$ 106,613.96	\$ 0.00	-\$ 5,558.30	\$ 0.00	-\$ 7,402.18	\$ 0.00	\$ 0.00	\$ 0.00

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Budget vs. Actuals: FY2021-2

July 2021 - January 2022

	145 School Readiness		150 Systems Building		Total 240 Child Care Quality		260 Emergency Funds	
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
Income								
Total 4300 Government Revenue	\$ 0.00	\$ 46,555.00	\$ 0.00	\$ 36,122.50	\$ 0.00	\$ 0.00	\$ 0.00	\$ 20,000.00
Total 4500 Government Grants	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 106,082.92	\$ 349,721.00	\$ 0.00	\$ 0.00
Total 5300 Investments	\$ 2,343.75	\$ 12,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
5999 Misc. Revenue					0.00	0.00		
Total Income	\$ 2,343.75	\$ 58,555.00	\$ 0.00	\$ 36,122.50	\$ 106,082.92	\$ 349,721.00	\$ 0.00	\$ 20,000.00
Gross Profit	\$ 2,343.75	\$ 58,555.00	\$ 0.00	\$ 36,122.50	\$ 106,082.92	\$ 349,721.00	\$ 0.00	\$ 20,000.00
Expenses								
Total 7000 Grants & Direct Assistance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 32,951.00	\$ 10,000.00	\$ 20,000.00
Total 7200 Salaries & Related Expenses	\$ 0.00	\$ 0.00	\$ 10,707.49	\$ 30,981.60	\$ 56,928.10	\$ 100,930.00	\$ 0.00	\$ 0.00
Total 7500 Contract Service Expenses	\$ 46,278.01	\$ 48,000.00	\$ 0.00	\$ 0.00	\$ 74,066.20	\$ 180,300.00	\$ 0.00	\$ 0.00
Total 8100 Non-personnel Expenses	\$ 84.60	\$ 10,055.00	\$ 0.00	\$ 0.00	\$ 1,861.30	\$ 9,473.00	\$ 0.00	\$ 0.00
Total 8200 Facility Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total 8300 Travel & Conference Expenses	\$ 0.00	\$ 100.00	\$ 0.00	\$ 2,000.00	\$ 2,000.00	\$ 3,051.00	\$ 0.00	\$ 0.00
Total 8400 Other Client Specific Expenses	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,140.90	\$ 6,572.50	\$ 23,016.00	\$ 0.00	\$ 0.00
Total 8500 Other Expenses	\$ 1,436.64	\$ 400.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Expenses	\$ 47,799.25	\$ 58,555.00	\$ 10,707.49	\$ 36,122.50	\$ 141,428.10	\$ 349,721.00	\$ 10,000.00	\$ 20,000.00
Net Operating Income	-\$ 45,455.50	\$ 0.00	-\$ 10,707.49	\$ 0.00	-\$ 35,345.18	\$ 0.00	-\$ 10,000.00	\$ 0.00
Other Expenses								
8599 Bad Debt Expense	20,482.72				-4,226.07	0.00		
Total Other Expenses	\$ 20,482.72	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 4,226.07	\$ 0.00	\$ 0.00	\$ 0.00
Net Other Income	-\$ 20,482.72	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,226.07	\$ 0.00	\$ 0.00	\$ 0.00
Net Income	-\$ 65,938.22	\$ 0.00	-\$ 10,707.49	\$ 0.00	-\$ 31,119.11	\$ 0.00	-\$ 10,000.00	\$ 0.00

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Budget vs. Actuals: FY2021-2

July 2021 - January 2022

	635 First 5 Ops		TOTAL			% of
	Actual	Budget	Actual	Budget	over Budget	Budget
Income						
Total 4300 Government Revenue	\$ 0.00	\$ 65,259.85	\$ 126,451.87	\$ 371,207.00	-\$ 244,755.13	34.07%
Total 4500 Government Grants	\$ 1,600.00	\$ 0.00	\$ 355,848.47	\$ 649,869.00	-\$ 294,020.53	54.76%
Total 5300 Investments	\$ 0.00	\$ 0.00	\$ 2,343.75	\$ 12,000.00	-\$ 9,656.25	19.53%
5999 Misc. Revenue		1,000.00	353.46	1,000.00	-646.54	35.35%
Total Income	\$ 1,600.00	\$ 66,259.85	\$ 484,997.55	\$ 1,034,076.00	-\$ 549,078.45	46.90%
Gross Profit	\$ 1,600.00	\$ 66,259.85	\$ 484,997.55	\$ 1,034,076.00	-\$ 549,078.45	46.90%
Expenses						
Total 7000 Grants & Direct Assistance	\$ 0.00	\$ 0.00	\$ 25,400.00	\$ 55,951.00	-\$ 30,551.00	45.40%
Total 7200 Salaries & Related Expenses	\$ 12,098.75	\$ 25,489.65	\$ 294,479.30	\$ 537,173.75	-\$ 242,694.45	54.82%
Total 7500 Contract Service Expenses	\$ 8,117.97	\$ 12,030.00	\$ 128,462.18	\$ 247,330.00	-\$ 118,867.82	51.94%
Total 8100 Non-personnel Expenses	\$ 3,116.25	\$ 1,700.00	\$ 13,312.42	\$ 53,044.00	-\$ 39,731.58	25.10%
Total 8200 Facility Expenses	\$ 7,702.70	\$ 10,392.00	\$ 7,702.70	\$ 10,392.00	-\$ 2,689.30	74.12%
Total 8300 Travel & Conference Expenses	\$ 0.00	\$ 3,100.00	\$ 24,279.82	\$ 35,251.00	-\$ 10,971.18	68.88%
Total 8400 Other Client Specific Expenses	\$ 19.00	\$ 2,548.07	\$ 27,233.85	\$ 83,534.12	-\$ 56,300.27	32.60%
Total 8500 Other Expenses	\$ 7,489.00	\$ 11,000.13	\$ 8,925.64	\$ 11,400.13	-\$ 2,474.49	78.29%
Total Expenses	\$ 38,543.67	\$ 66,259.85	\$ 529,795.91	\$ 1,034,076.00	-\$ 504,280.09	51.23%
Net Operating Income	-\$ 36,943.67	\$ 0.00	-\$ 44,798.36	\$ 0.00	-\$ 44,798.36	
Other Expenses						
8599 Bad Debt Expense	-1,297.00		14,959.65	0.00	14,959.65	
Total Other Expenses	-\$ 1,297.00	\$ 0.00	\$ 14,959.65	\$ 0.00	\$ 14,959.65	
Net Other Income	\$ 1,297.00	\$ 0.00	-\$ 14,959.65	\$ 0.00	-\$ 14,959.65	
Net Income	-\$ 35,646.67	\$ 0.00	-\$ 59,758.01	\$ 0.00	-\$ 59,758.01	

Admin & Eval %: 6%

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First 5 Mono County

County				CSPP BG	CDBG	IMPACT	QCC BG	PDG-R	Region 6 T&TA Hub	F5 Ops & Evaluation	Home Visiting	Emergency Funds	Oral Health	Peapod	Safe Kids	School Readiness	Systems Building	Total Annual Budget	
4	Contributions, Support																		
4300	Government Revenue																		
		4310	Prop 10								\$52,000.00	\$ 10,000.00	\$10,200.00			\$11,000.00	200	\$83,400.00	
		4321	SPCFA							\$65,259.84	\$132,912.83	\$10,000.00		\$1,156.82	\$7,000.00	\$35,555.00	\$35,922.50	\$287,807.00	
	Total for Non-Government Grants			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$65,259.84	\$184,912.83	\$20,000.00	\$10,200.00	\$1,156.82	\$7,000.00	\$46,555.00	\$36,122.50	\$371,207.00	
4500	Government Grants																		
		4510	Federal Grants		\$105,000.00													\$105,000.00	
		4520	State Grants	\$23,215.00		\$87,582.00	\$26,397.00	\$31,924.00	\$102,000.00		\$50,000.00							\$321,118.00	
		4530	Local Government Grants								\$210,148.00			\$40,000.00				\$250,148.00	
	Total for Government Grants			\$23,215.00	\$105,000.00	\$87,582.00	\$26,397.00	\$31,924.00	\$102,000.00	\$0.00	\$260,148.00	\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$676,266.00	
	TOTAL FOR CONTRIBUTION REVENUE			\$23,215.00	\$105,000.00	\$87,582.00	\$26,397.00	\$31,924.00	\$102,000.00	\$65,259.84	\$445,060.83	\$20,000.00	\$10,200.00	\$41,156.82	\$7,000.00	\$46,555.00	\$36,122.50	\$1,047,473.00	
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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00	
5999	Misc. Revenue									\$1,000.00	\$5,174.40				\$0.00	\$0.00	\$12,000.00	\$0.00	
	TOTAL EARNED INCOME			\$0.00		\$0.00		\$0.00	\$0.00	\$1,000.00	\$5,174.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$0.00	
	TOTAL INCOME			\$23,215.00	\$105,000.00	\$87,582.00	\$26,397.00	\$31,924.00	\$102,000.00	\$66,259.84	\$450,235.23	\$20,000.00	\$10,200.00	\$41,156.82	\$7,000.00	\$58,555.00	\$36,122.50	\$1,065,647.40	
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, and	\$9,000.00		\$18,995.00		\$4,956.00			\$31,574.40							\$64,525.40	
	Total for Grants & Direct Expenses			\$9,000.00		\$18,995.00		\$4,956.00	\$0.00	\$0.00	\$31,574.40	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,525.40	
7200	Salaries & Related Expenses																		
		7210	Salaries & Wages	\$3,877.00	\$2,500.00	\$39,223.00	\$16,689.59	\$14,543.00	\$5,500.00	\$16,668.00	\$224,000.00		\$6,635.00	\$23,500.00			\$16,510.00	\$369,645.59	
		7230	Employee Benefits	\$1,935.00	\$500.00	\$22,310.00	\$9,596.71	\$8,519.00	\$2,023.00	\$8,821.65	\$115,000.00		\$2,574.85	\$8,062.65			\$14,471.60	\$193,814.46	
	Total for Salaries & Related Expenses			\$5,812.00	\$3,000.00	\$61,533.00	\$26,286.30	\$23,062.00	\$7,523.00	\$25,489.65	\$339,000.00	\$0.00	\$9,209.85	\$31,562.65	\$0.00	\$0.00	\$30,981.60	\$563,460.05	
7500	Contract Service Expenses																		
		7510	Contractors - General	\$3,200.00	\$102,000.00			\$1,600.00	\$73,500.00						\$7,000.00	\$63,750.00		\$251,050.00	
		7520	Accounting							\$10,530.00								\$10,530.00	
		7530	Attorney & Legal							\$1,500.00								\$1,500.00	
	Total for Contract Service Expenses			\$3,200.00	\$102,000.00	\$0.00		\$1,600.00	\$73,500.00	\$12,030.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00	\$63,750.00	\$0.00	\$263,080.00	
	TOTAL FOR GRANTS, SALARIES AND CONTRACT EXPENSES			\$18,012.00	\$105,000.00	\$80,528.00	\$26,286.30	\$29,618.00	\$81,023.00	\$37,519.65	\$370,574.40	\$20,000.00	\$9,209.85	\$31,562.65	\$7,000.00	\$63,750.00	\$30,981.60	\$911,065.45	
8	Nonpersonnel expenses:																		
8100	Nonpersonnel Expenses																		
		8110	Supplies, Basic Needs, Educational Supp	\$1,523.00		\$500.00			\$1,000.00		\$2,000.00		\$50.00	\$4,000.00		\$4,555.00		\$13,628.00	
		8120	Evaluation															\$0.00	
		8130	Telephone & Internet							\$200.00	\$0.00							\$200.00	
		8140	Postage & office supplies	\$150.00						\$1,500.00	\$7,000.00			\$2,000.00		\$600.00		\$11,250.00	
		8150	Data Systems					\$6,300.00										\$6,300.00	
	Total for Nonpersonnel Expenses			\$1,673.00		\$500.00		\$0.00	\$7,300.00	\$1,700.00	\$9,000.00	\$0.00	\$50.00	\$6,000.00	\$0.00	\$5,155.00	\$0.00	\$31,378.00	
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	\$500.00		\$400.00		\$2,151.00	\$3,100.00	\$25,000.00				\$500.00		\$100.00	\$2,000.00	\$33,751.00	
	Total for Travel & Conference Expenses			\$500.00		\$400.00		\$0.00	\$2,151.00	\$3,100.00	\$25,000.00	\$0.00	\$0.00	\$500.00	\$0.00	\$100.00	\$2,000.00	\$33,751.00	
8500	Other Expenses																		
		8520	Audit							\$4,326.00								\$4,326.00	
		8530	Membership Dues - Organization							\$3,163.00								\$3,163.00	
		8570	Advertising Expenses							\$2,511.13						\$400.00		\$2,911.13	
		8580	Indirect	\$3,030.00		\$6,154.00	\$110.70	\$2,306.00	\$11,526.00	\$2,548.08	\$50,835.23		\$940.15	\$3,094.17			\$3,140.90	\$83,685.22	
		8590	Other Expenses							\$1,000.00								\$1,000.00	
	Total for Other Expenses			\$3,030.00		\$6,154.00	\$110.70	\$2,306.00	\$11,526.00	\$13,548.21	\$50,835.23	\$0.00	\$940.15	\$3,094.17	\$0.00	\$400.00	\$3,140.90	\$95,085.35	
	TOTAL NONPERSONNEL EXPENSES			\$5,203.00	\$0.00	\$7,054.00	\$110.70	\$2,306.00	\$20,977.00	\$28,740.21	\$84,835.23	\$0.00	\$990.15	\$9,594.17	\$0.00	\$5,655.00	\$5,140.90	\$170,606.35	
	TOTAL EXPENSES			\$23,215.00	\$105,000.00	\$87,582.00	\$26,397.00	\$31,924.00	\$102,000.00	\$66,259.86	\$455,409.63	\$20,000.00	\$10,200.00	\$41,156.82	\$7,000.00	\$69,405.00	\$36,122.50	\$1,081,671.80	
TOTAL NET INCOME				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.00)	(\$0.01)	(\$5,174.40)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$10,850.00)	\$0.00	(\$16,024.40)

February 28, 2022

The Honorable Ron Wyden
Chairman
Senate Finance Committee
Washington, DC 20510

The Honorable Mike Crapo
Ranking Member
Senate Finance Committee
Washington, DC 20510

The Honorable Richard Neal
Chairman
House Ways and Means Committee
Washington, DC 20515

The Honorable Kevin Brady
Ranking Member
House Ways and Means Committee
Washington, DC 20515

Dear Chairman Wyden, Ranking Member Crapo, Chairman Neal, and Ranking Member Brady:

The undersigned national, state, and local organizations thank you for your past support of the Maternal, Infant, and Early Childhood Home Visiting Program (MIECHV) and urge your support of a robust and timely reauthorization of the program by September 30, 2022.

The National Home Visiting Coalition is a diverse group of organizations committed to the well-being of children, united to promote federal support of home visiting to strengthen families in communities across the country. MIECHV is a federal grant program to states, territories, and Tribes that supports voluntary, evidence-based early childhood home visiting for families from pregnancy through kindergarten entry. Recognized as the gold standard for evidence-based policymaking, MIECHV-funded home visiting supports families by promoting interventions to improve maternal and infant health; creating connections between caregivers, the pediatric medical home, and other health practitioners in the community; providing screening for perinatal depression and connecting parents with appropriate community-based behavioral health care; supporting families in their child's early development and learning; providing referrals when certain risk factors, including trauma or domestic violence, are present in the home; providing resources for children who experience trauma and toxic stress; targeting the social determinants of health affecting families, such as social support, parental stress, access to health care, income and poverty status, and environmental conditions; and helping families navigate complex community-based systems of supports.

MIECHV's range of models with demonstrated effectiveness allows communities to select the approach that best addresses their needs. This local flexibility, along with strong evidence of success, enables this program to consistently yield true bipartisan support. As you work together to reauthorize MIECHV, the National Home Visiting Coalition respectfully seeks the following:

- 1) Increase MIECHV funding over the next five years to reach more families and better support the workforce.

MIECHV has received no increase since reaching its current funding level almost a decade ago, despite being recognized across the aisle as a model for evidence-based policy. Level funding year over year – with cuts for sequestration - challenges MIECHV’s ability to reach new families and ensure that home visitors earn a competitive wage. Pre-pandemic estimates showed MIECHV reached only three to five percent of eligible families each year. Statewide needs assessments required through the last MIECHV reauthorization have identified additional communities that would benefit from MIECHV, but those programs cannot be established without additional funding. Moreover, recruitment, retention, and high turnover of home visitors due to low wages, pose challenges to adequately serve families. To reach more eligible families and better serve the workforce primarily made up of women, the Home Visiting Coalition recommends scaling up MIECHV over the next five years with annual increases of \$200 million, arriving at a total of \$1.4 billion.

2) Double the Tribal set-aside.

Tribal MIECHV helps develop and strengthen tribal capacity to support and promote the health and well-being of families through home visiting in American Indian and Alaska Native (AIAN) communities, and support and strengthen cooperation and linkages between programs that serve tribal children and their families. Historical and ongoing inequities within AIAN communities have only been amplified by COVID-19. Currently, Tribal MIECHV receives \$12 million annually for the more than 600 eligible Tribes and Tribal-serving organizations. To address these inequities, the Home Visiting Coalition recommends doubling the tribal set-aside within MIECHV from three to six percent to reach more families in AIAN communities.

3) Continue to allow virtual home visiting with model fidelity as an option for service delivery.

In 2020, Congress allowed virtual home visits to count as home visits through MIECHV during the national health emergency, removing barriers to the provision of services due to health and safety concerns. Yet, virtual home visiting has demonstrated many additional benefits including greater flexibility in where, how, and when families can receive visits, and increased access in areas where families often lack an entrance point to quality maternal, infant, and early childhood programs, including rural and frontier areas. The Home Visiting Coalition recommends that virtual home visiting implemented with model fidelity continue to be an allowable service delivery modality for families who choose it, as part of their receipt of comprehensive home visiting services.

Finally, timing is of the essence- the current MIECHV statute is slated to expire on September 30, 2022. It is imperative that MIECHV be reauthorized before it expires to avoid any lapse in programming. Likewise, a five-year reauthorization will provide stability and security to the field, further preventing any disruptions to the program.

The National Home Visiting Coalition and its state and local partners look forward to working with you to ensure a timely reauthorization that expands MIECHV to reach more families and better support the workforce. Thank you again for your ongoing support of MIECHV and the families who benefit from this essential program.

Sincerely,

XXX

An Open Letter to the Nation on Behalf of Infants and Toddlers - Priorities for 2022 and Beyond

February 2022

Our country is at a tipping point, and our children's futures hang in the balance.

As the National Collaborative for Infants and Toddlers, comprised of more than 2500 local, state and national organizations representing business leaders, pediatricians, child care providers, parents, state and local officials, advocates and researchers, we know our nation needs bold leadership to secure the futures of our youngest children. We are united and committed to educating the public and raising awareness about the urgent priorities that support pregnant people and families with children under three. Progress made in these areas will yield meaningful dividends into the future for our economy, our communities, and our families.

- **Economic Security for All.** To set children up for success, we must ensure families are able to meet their basic needs. Every family should have access to affordable health care, housing, transportation, and healthy food to help young children reach their full potential. Communities are stronger when all babies and toddlers have access to resources and services they need regardless of where they live, their family's income or education, their gender, or the color of their skin.
- **High-quality, Affordable Child Care.** A strong child care system not only provides a safe and nurturing environment for young children, but it is also essential for economic stability and growth. For every dollar we spend on comprehensive, high quality early learning programs that support young children from birth, we see a 13% annual return in economic benefits due to reduced incarceration, improved educational outcomes, better overall mental and physical health and a stronger workforce. The lack of affordable quality child care for infants and toddlers also costs our nation's economy \$57 billion annually.
- **Comprehensive Family Supports.** Scientific data shows us that additional systems of care, such as paid family and medical leave, paid sick days and other solutions such as maternal health and access to healthy food, can have lifelong positive effects for children and lead to a happier, stronger workforce, more productivity and stronger, more sustainable economic growth. Of special concern are babies and toddlers facing multiple adverse early experiences who can benefit from supports designed to strengthen families.
- **Maternal and Child Health.** Healthy babies start with healthy moms. And, yet, in the United States, more women die in childbirth than in any other developed country, and Black women are more than twice as likely to die than white women. All mothers should have access to equitable care during and after pregnancy. This includes regular well-child visits, screenings, and mental health care to give their babies the best start in life.
- **Equitable Policy Implementation.** As unprecedented and critically needed resources are being provided to states, counties, cities, and communities, we must ensure broad and equitable distribution of these investments and equitable application of these policies into the communities where the need is greatest.

The converging crises of COVID-19, ongoing racial injustice, and an uneven economic recovery threaten the success of our children and our future. For many families, lack of equitable access to basic needs like food, health care, child care, and housing has always been a challenge — made worse by COVID-19 and felt more acutely in families of color and those with lower incomes. Race, place and income should no longer be predictors of a child's future. We are at a pivotal moment, and we have a choice: we can help our babies and toddlers thrive or continue to set them up for failure. Our country is at its best when we recognize that children and their families, particularly our youngest, are our greatest resource. They must be our highest priority.

This is our chance to get it right. Our nation's leaders at every level must continue to act together with urgency and focus to support families and children in their earliest years.