AGENDA

As authorized by Governor Newsom’s Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. The meeting can be accessed through https://us06web.zoom.us/j/83817235289 or by phone at: 720 707 2699, Meeting ID: 838 1723 5289 where members of the public shall have the right to observe/listen. If you are interested in submitting public comment on any item on the agenda, or not on the agenda over which the board has jurisdiction, please send the written comment to the following email address in advance of the meeting mdesbaillets@monocoe.org. Email sent and received in real time during the meeting will be read and addressed during the meeting, but it is highly encouraged that comments be sent in advance of the meeting to ensure they are received and read. This altered format is in observance of recent recommendations by state and local officials that certain precautions be taken, including social distancing, to address the threat of COVID-19.

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

January 18, 2023, 2:00-4:30 p.m.
The meeting can be accessed through
https://us06web.zoom.us/j/83817235289
or by phone at: 720 707 2699, Meeting ID: 838 1723 5289

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

Commissioners will consider adopting the updated minutes from the September 7, 2022 meetings. (ACTION)
4. 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.

Revenue

a. Mono County Libraries from 1/1/2023 to 2/28/2024: up to $47,618 to support implementation of a developmental screening system for one year in partnership with Mono County Libraries. Funding through Mono County Libraries from Black Gold Cooperative Library System. (ACTION)

Expenses

b. Becky Kiegan 1/1/2023 to 6/30/2023: $4,135 to provide training services for Alpine Early Learning Center. Funding from First 5 California’s Regional T&TA Hub funds. (ACTION)

c. Progressive Early Assessments 1/1/2023-6/30/2023: $8,7000 to provide observation and training services for childcare sites and providers. Funding from First 5 California’s Regional T&TA Hub and IMPACT. (ACTION)

Partnership

d. Workforce Registry Data Sharing Agreement 1/1/2023-1/1/2024: to provide data sharing permissions between the region 6 Hub and the workforce registry. There is no fiscal impact associated with this agreement. (ACTION)

5. Chamber of Commerce Membership

Staff will seek guidance on First 5 memberships in Chambers of Commerce throughout the County. (ACTION)

6. 2021-22 Evaluation

Staff will present to the Commission:
   a. 2021-22 Annual Report to First 5 California (PUBLIC HEARING)
   b. 2021-22 Evaluation Report (PUBLIC HEARING)

7. 2021-22 Audit

Staff will present to the Commission the 2021-22 audit. (PUBLIC HEARING)

8. Childcare

Staff will report on and seek Commission direction on continuing progress towards meeting the needs of families and providers.
   a. Article: “2021 Childcare Affordability” Childcare Aware (INFORMATION)
   b. First 5 Mono Ordinance Proposal (ACTION)
   c. Early Learning and Care Policy Platform for Alpine, Inyo, and Mono Counties (ACTION)
   d. Mammoth Hospital request for support (INFORMATION)
9. Program Updates

Staff will report on the following Commission programs. *(INFORMATION)*

a. Childcare Quality System
b. Home Visiting
c. Oral Health
d. Family Behavioral Health—Peapod Playgroups
e. School Readiness
f. Community Development Block Grant

10. Budget

Staff will share the following reports, and seek approval of an updated budget: *(INFORMATION)*

a. year-to-date budget *(INFORMATION)*
b. 2022-23 budget update *(ACTION)*

10. Director Report

This information may be reported elsewhere on agenda. *(INFORMATION)*

a. Developmental Screening System
b. Public comment at First 5 CA Commission meeting
c. Upcoming Department of Health Contract for home visiting
d. Media coverage

11. 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)*

--close public hearing—

12. Adoptions

The Commission will consider adopting the following: *(ACTION)*

a. 2021-22 Evaluation Report *(ACTION)*
b. 2021-22 Audit *(ACTION)*

13. Closed Session:

Public Employee Performance Evaluation. Government Code section 54957. Title: Executive Director. *(INFORMATION)*

Next Commission Meeting: March 15, 2023, 2:00 p.m. – 4:30 p.m., Mono County Office of Education Conference Room, 451 Sierra Park Road, Mammoth Lakes, CA or via Zoom as permitted.

*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.
RESOLUTION NO. 2021-03

A RESOLUTION OF THE MONO COUNTY BOARD OF EDUCATION
PROCLAMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A
STATE OF EMERGENCY BY GOVERNOR NEWSOM’S ORDER DATED MARCH 4,
2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE
PERIOD OF OCTOBER 28, 2021 TO NOVEMBER 27, 2021

Recitals

WHEREAS, the Mono County Board of Education ("Board") is committed to preserving
and nurturing public access and participation in its meetings; and

WHEREAS, all meetings the Board’s legislative bodies are open and public, as required
by the Ralph M. Brown Act (Gov. Code, §§ 54950 – 54963), so that any member of the public
may attend, participate, and watch the Board’s legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for
remote teleconferencing participation in meetings by members of a legislative body, without
compliance with the requirements of Government Code section 54953(b)(3), subject to the
existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor
pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or
of extreme peril to the safety of persons and property within the state caused by conditions as
described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or
extreme peril to the safety of persons and property within the jurisdictions that are within the
Board’s boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended
measures to promote social distancing, or, the legislative body meeting in person would present
imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the jurisdiction of the Board, specifically, the
State of Emergency declared by Governor Newsom on March 4, 2020, due to COVID-19; and

WHEREAS, meeting in person presents an imminent risk to health and safety of attendees,
including those who may not be vaccinated, are vulnerable, and those who are elderly or have
underlying medical conditions; and

WHEREAS, the Board does hereby find that the rise in SARS-CoV-2 Delta Variant has
caused, and will continue to cause, conditions of peril to the safety of persons within the Board’s
boundaries that are likely to be beyond the control of services, personnel, equipment, and facilities
of the Board, and desires to proclaim a local emergency exists and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board does hereby find that the legislative bodies of the Board shall conduct their meetings without following with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the Board will ensure that the public has access to meetings and the opportunity to participate in meetings in the interest of transparency and as required by the Government Code and AB 361. Individuals wishing to provide public comment in real time will be able to do so. Public comment is allowed on both agendized and non-agendized matters. In addition to oral public comment, written public comment can also be submitted and will be considered. All written public comments will be forwarded to the Board of Education members. All written public comment received shall become part of the official record. In the event of a service disruption that prevents broadcasting the meeting or in the event of a disruption within the Board’s control that prevents public comment for members of the public using the call-in option or internet-based option, the Board will stop the meeting and take no further action on agenda items until public access is restored.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mono County Board of Education, as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout its boundaries, and COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the Board’s boundaries that are likely to be beyond the control of services, personnel, equipment, and facilities of the Board. Meeting in person presents an imminent risk to health and safety of attendees, especially those who may not be vaccinated, are vulnerable, or have underlying health conditions. There is additionally a recommendation of social distancing.

3. Ratification of Governor’s Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

4. Remote Teleconference Meetings. The Superintendent and Staff of the Mono County Office of Education are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
5. **Effective Date of Resolution.** This Resolution shall take effect on October 28, 2021, and shall be effective until the earlier of (i) November 27, 2021, or (ii) such time the Board of Education adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Board of Education may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

ADOPTED by the Mono County Board of Education October 28, 2021, in Mammoth Lakes, California, by the following roll call votes:

AYES:
NOES:
ABSENT:
ABSTAINED:

_______________________________
Board President
Mono County Board of Education

ATTEST:

_______________________________
Board Clerk
Mono County Board of Education
 Mono County  
First 5 Meeting  
Virtual meeting via teleconference  
Wednesday, September 7, 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
Janice Mendez  
Bob Gardner  
Patricia Robertson  
Kristin Collins  
Michelle Raust  
Caryn Slack

COMMISSIONERS ABSENT
Stacey Adler

STAFF PRESENT
Molly DesBaillets

CALL TO ORDER/ESTABLISH QUORUM

MOTION: Chair Gardner called the meeting to order at 2:02 pm, noting that a quorum had been met with five members present.

1. HOLDING OF REMOTE MEETINGS UNDER AB 361

Chair Gardner requested the Board for action to hold this meeting remotely in accordance with the requirements set forth in subdivision E of section 54953 of the California Government Code and that COVID 19 pandemic remains in effect, and the public health officer has recommended measures to promote social distancing.

MOTION: Commissioner Raust MOVED to approve the holding of the meeting remotely in accordance with subdivision E of section 54953 of the California Government Code, with COVID-19 remaining in effect. The MOTION was SECONDED by Commissioner Robertson and PASSED by unanimous consent.

2. PUBLIC COMMENT
There was no public comment.

3. **APPROVAL OF MEETING MINUTES**

MOTION: Commissioner Collins MOVED to approve September 16, 2021; January 20, 2022; March 17, 2022; June 20, 2022; and July 13, 2022, meeting minutes. The MOTION was SECONDED by Commissioner Mendez and PASSED by unanimous consent.

4. **COMMISSIONER REAPPOINTMENT**

Chair Gardner informed that the Board had approved Commissioner Raust's reappointment for a five-year term from October 1, 2022, to September 30, 2027.

5. **CONTRACTUAL AGREEMENTS**

Commissioner DesBaillets updated the Board on the proposed agreements:

   a. **Revenue:**

      California Department of Education and State Preschool Program Block grants to support the implementation of the Mono Alpine Childcare Quality System Plan with State Preschool sites. The funding goes through the Mono County Office of Education. The amount of $23,000 would be received for the fiscal year.

   b. **Expense:**

      The US Marine Corps needs a contract for the money earned for their annual Quality Improvement stipend of $3,357 to the Mountain Warfare Training Center Child Development Center for completing Childcare Quality System Requirements in 2021-22.

   c. **Expense:**

      Commissioner DesBaillets stated that in the last meeting, Commissioner Robertson had suggested using some of the unspent funds over the last few years on an evaluation contractor to help in the annual presentation.

      Commissioner DesBaillets informed the Board that the secondary reason for seeking the contract is that the office support technician has resigned, and over
the last three months, she has been doing all the other tasks too. Therefore, additional support would help in getting the evaluation report completed.

Applied Survey Research would cover all the work for $11,850 to provide evaluation services for school readiness and the annual report. They have done evaluations for two First Fives (Siskiyou and San Benito), and their presentations are phenomenal.

Chair Gardner stated that the goal is to determine their consistency with the strategic and fiscal plan.

**MOTION:** Commissioner Mendez **MOVED** to approve all three agreements. The **MOTION** was **SECONDED** by Commissioner Collins and **PASSED** by unanimous consent.

6. **AUDIT ACCEPTANCE LETTER**

Chair Gardner informed the Board that the State Auditors had accepted the First five fiscal audits for 2020 – 2021. The First 5 are in the process of doing a 2022 audit.

7. **MEETING SCHEDULE FY 2022 – 2023**

Identify a schedule for the remaining three meetings of FY 2022-23. Proposed from 2:00-4:30pm: 1/18/2023, 3/15/2023, and 6/21/2023.

**MOTION:** Commissioner Collins **MOVED** to approve the three scheduled meeting dates. The **MOTION** was **SECONDED** by Commissioner Mendez and **PASSED** by unanimous consent.

8. **CHILDCARE IN MAMMOTH LAKES**

Commissioner DesBaillets informed the Board that the Board packets contain the updated matrix and case studies that the Viva contractor pulled together to help the Commission better understand public funding mechanisms supporting childcare in Mono County.

Commissioner DesBaillets gave brief information on the case studies:
a. San Francisco Prop C is a commercial rent tax that ensures that childcare providers are paid at least $28 an hour. The way they have delineated childcare providers is that childcare providers are receiving some taxpayer funding. That would be state preschool, in other terms, alternative payment. Funding through MCOE would help parents to pay for their children's care. Those providers are often family childcare providers, also some centers, but they would also qualify their providers. Each individual would also qualify for the $28 an hour minimum paid for through commercial rent taxes. The supporters were the San Francisco League of voters, Children's Council, Parent Voices SF, and Early Educators on the SF Board of Supervisors. The supporters do not include the First 5. There are limitations to what a government agency can do regarding lobbying or political action. Commissioner DesBaillets stated that she is aware that the Commission was interested, and if there's some direction to pursue anything further, she would have to work with legal counsel on her legal rights as First 5.

b. Alameda County Measure C is a sales tax that supports childcare access, quality improvement, and higher wages. The taxes go to the county, and then the county chooses how to administer that specifically. The supporters do not include the First 5, even though they advocated it.

c. Georgia accessed the American rescue plan act and developed a block grant for childcare through those funds. It funds the workforce, family costs, and healthy environments.

d. North Carolina, an annual supplement provider that came into installments to complete education, closely mirrors the stipends that First 5 gives.

e. A case study from the Breckinridge examples has been included in the childcare matrix. It is a needs-based tuition assistance program that goes to families to pay what they can afford and the tuition cost. The average cost of $450. An amount of $463 per family per month. And then the family is paying $716 of that, another mechanism to help support childcare.

Chair Gardner stated that from a financial standpoint, the county has rescue plan money, about $2.8 million, and it has not been utilized. There are many opportunities, childcare is at the top of the list, and it was a high priority at the Children's Summit. Chair Gardner suggested that the support from the Commission to get a little more definite on the initiatives (parcel project through MCOE, the project that the town is doing, and the preschool hospital that just opened.

Commissioner Robertson supported the Breckinridge model and shared that recruitment for teachers is one of the biggest barriers when opening private childcare, which is also valid with subsidized childcare. The wages aren't competitive, and nobody wants to be in that job. Giving this job type more competitive advantage with some backfill funding would help to make the proposed projects more sustainable, but also
the ability to attract new private childcare. In addition, that initiative to pay more competitive wages doesn't burden the community to make up for the difference in the price because childcare is expensive.

Commissioner Collins shared her view of France's childcare system and how the government subsidizes it. Childcare is a competitive field with benefits. Helping to backfill some of that money, for increased wages, has worked in other countries can be implemented too.

Commissioner DesBaillets summarized by stating the minimum of $28 an hour for childcare providers in San Francisco and the Georgia model of using a Child Care Development Block Grant funded through ARPA.

Commissioner DesBaillets mentioned being involved in applying for state preschool funds so that the sites can become all-day programs, the funds were fully awarded, and the application was accepted and got high enough points. Therefore, funding is now available for all state preschool sites in the county to become full-day.

Ms DesBaillets stated that she would connect with Stacy Simon and establish what First 5 can do to identify and implement a program to fund higher childcare provider wages and support family fees.

Chair Gardner suggested a quarterly report on childcare in Mono County would help keep track of progress and things to be achieved. A suggestion on having a joint of the Council and the Commission in generating a press release and create an awareness and interest to increase the profile of childcare in the county with the businesses and the community.

**Action Item:** Chair Gardner and Ms. DesBaillets to discuss creating awareness of childcare in Mono County. To meet with Stacy Simon to understand the distinction between information as opposed to lobbying directly.

Commissioner DesBaillets informed the Board that Courtney, who ran the Childcare Council, has taken a new position at MCOE and oversees the state preschool programs and sites.

Commissioner Raust extended her support to the new directions for providing better to the childcare providers.

Commissioner Robertson inquired about the next steps in the process; Ms. DesBaillets stated that she would be consulting the County Counsel to advocate the move forward and seeking to develop a policy platform that outlines a suggested route forward. Then, it would be brought to the Commission for comment to determine the next steps at the subsequent commission meeting.
Chair Gardner stated that there needs to be awareness and communication with the community about childcare issues and the progress made. Still, he also mentioned what more needs to be achieved.

Ms. DesBaillets reviewed the spreadsheet (including the parcel sites) with the Board:

a. The first line is that the CSPP sites are now fully funded for the day. Those funds were applied for with First 5 Mono support. A $61,000 grant that First 5 wrote for MCOE would fund education for the TK teachers. Presently the kindergarten teachers in most elementary school sites are also teaching TK. It is a combination class, and they are required to have some early childhood units; since there was no mechanism to pay the teachers for that time or their schooling classes, this grant allows them to earn a $1,000 stipend per class.

b. The CDBG application did not go through this year because it did not meet the 50% expenditure threshold to apply, but it will be for next year, and the hope is to continue funding for Bridgeport. The following application is for continued funding for Bridgeport operations and planning for a walker for the infant toddler room.

c. The update from the last meeting concerning a projected increase of 150 childcare slots in the town of Mammoth since there is a projection that all the four-year-olds will end up going to TK within the next three years. With that number of slots, identifying and sustaining staff is the hurdle.

d. Host the appreciation event for the providers in a more formal setting next year.

9. PROGRAM UPDATES: Commissioner DesBaillets

- **Childcare Quality Systems**: Distribution of $38,700 in stipend funding to different sites supporting 18 classrooms in Mono and Alpine counties. Orientation with Katherine Allen for interpreting at the Providers Appreciation Event. Commissioner Allen would be the interpreter and facilitate the English and the Spanish speakers to converse together.

- **Home Visiting**: There is an improvement in parents as teachers' benchmarks, but there is still a challenge since the parents give five years from when they become an evidence-based program to meet the ten required standards. Only four have been met since the challenge is the frequency of visits for high-needs families is two a month, and the 60% threshold remains tough. And The plan is to embed one of those measurements into staff meetings for the year.
• **Oral Health:** The health department has agreed to do most oral health visits to preschools. This year, it will be invaluable as they have beefed up the oral health program extensively and are looking to maybe sort of phase First 5 out of doing it but continue to support the health department to ensure they are serving birth to five.

• **Peapod:** Presently have four groups going and full. The Center is still doing signups and limiting it to 10 families. It has been much smoother for the playgroup leaders to know the schedule and cancellations: the new playgroup leader Jasmine Cortez, first playgroup filled in within 10 minutes. Commissioner Cortez has good community connections and can get new families in. Adding an evening group on Thursdays starts in the next few weeks.

• **School Readiness:** Trained three new teachers on the kindergarten observation forms; the kindergarten teachers are all conducting those assessments. Received qualitative data from the analog teacher about being impressed with the students knowing their alphabet and numbers and credit to the preschool teachers and families for the support of the kids before they got to kindergarten.

• **CDBG:** CDBG Invoice was submitted for the quarter, Director and was notified that the new housing coordinator Sanjay Choudhrie, is now the contact for CDBG. The Director will work with with Mr. Choudhri to submit invoices and work on any future applications.

10. **BUDGET**

Ms. DesBaillets updated the Board that the budget for last year, which is being audited, was overspent by $6,500. This year’s current budget is on track. The other expenses line item is a little high due to the purchase of new computers for the office. The budget update is to include $11,850 to provide evaluation services.

**MOTION:** Commissioner Collins MOVED to approve the budget update. The **MOTION** was SECONDED by Commissioner Slack and PASSED by unanimous consent.

11. **DIRECTOR’S REPORT**

Ms. DesBaillets informed the Board of the Ready Committee Training. Racial equity, diversity and inclusion training would be conducted in Bridgeport for the regional First 5. Some executive directors are coming in. First 5 is asking the consultants to help understand how to implement the REDI teachings into the Commission and what is
required regarding budget and strategic plans. There are two slots for commissioners to attend; if interested, please contact Ms. DesBaillets.

12. COMMISSIONERS REPORT

Commissioner Robertson mentioned that Mammoth Lakes housing has a couple of different housing projects in the works. The acquisition of the Innsbrook Lodge in Mammoth Lakes would be 15 studio apartments. There has been a commercial conversion project in town since 2017, and while the financing is falling into place, the hope is to break ground in April, which will be 11 one-bedroom apartments. The issue is that since this project started in 2017 and the submission of grant applications has been made; the project cost has increased exponentially over the past five years. Last year a private fundraising campaign was launched for that project and raised $70,000 in private donations. Partnership with Mammoth Lakes Tourism and the Board President of the Chamber of Commerce was to create a Coffee Sleeve to promote our fundraising campaign. The flyer around town states loves for Mammoth wealth goals, with a QR code for donating towards Access Apartments.

Chair Gardner summarized the Children's Summit and the scheduled meeting in a couple of weeks for the steering committee to work on its priorities and results. An update on children's issues and the indicators will be put on the dashboard on the county website. The plan is to have a contractor maintain that quarterly, with 17 different indicators on the dashboard. The idea is to have people look at the status of children's overall quality of life regularly in the county. The other priorities are mental health, housing, and school readiness. The goal is to bring in the business community and others and find champions. The budget is to be approved next Tuesday, the County budget is in its final form, and the $150,000 for the home visit is included. It is the third year it has been done, and the County states that home visiting is essential and the need to supplement the First 5 budgets to accomplish it.

13. CLOSED SESSION

No action was taken in closed session

ESTABLISHMENT OF THE NEXT BOARD MEETING: January 18, 2023

ADJOURNMENT

Chair Gardner adjourned the meeting at 3:00 pm.

Respectfully Submitted by: Minutes Services
MONO COUNTY LIBRARY SYSTEM
MINI-GRANT AGREEMENT
FAMILY RESOURCE CENTER EARLY EDUCATION SERVICES

THIS AGREEMENT is made and entered into between the Mono County Library System, hereinafter referred to as ”the Library,” and First 5 Mono County, hereinafter referred to as “Grantee.”

WHEREAS, the Library administers a Family Resource Center funded by Black Gold Cooperative Library System; and

WHEREAS, Grantee is the promoter of Early Childhood Systems; and

WHEREAS, the public purpose and objectives of the Family Resource Center would be advanced by Grantee’s performance of certain Early Education services or projects; and

WHEREAS, the Grantee is willing and able to provide such Early Education services or projects in exchange for compensation from the Library in the form of an Early Education mini-grant.

NOW, THEREFORE, the parties agree as follows:

1. The effective term of this Agreement is from 3/1/2023, through 2/29/2024.

2. The Grantee agrees to provide and complete Early Education services or projects for the Library as described in and in accordance with the following exhibits, attached hereto and made a part hereof:

   Project description/scope of services - Exhibit A.

3. Payment to Grantee by Library shall be in accordance with the following:

   A. The Library’s total payment to the Grantee during the term of this Agreement shall not exceed the sum of $43,274.00.

   B. The Library shall make payments to the Grantee based upon the maintenance and submittal to the Library of an invoice and supporting documents in sufficient form and detail to substantiate actual costs incurred by Grantee for provision of the Early Education services or projects set forth in Exhibit A.

4. Termination of this Agreement.

   A. Written Notice: This Agreement may be terminated by any party, without cause, upon thirty (30) days written notice thereof to the other party.

   B. Cessation of Funding: Notwithstanding any other provision of this Agreement, in the event that Federal, State or other non-Library funding for this Agreement ceases, this Agreement may be terminated by the Library immediately.

   C. In the event of any termination of this Agreement, all property, equipment, finished or unfinished documents, data, studies, or reports prepared by the Grantee pursuant to this Agreement shall be disposed of as directed by the Library. Grantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfaction of this Agreement prior to notice of termination or termination due to cessation of funding.
5. Grantee shall acknowledge funding through Black Gold Cooperative Library System at public events, workshops, and on all materials developed pursuant to this Agreement.

6. The Library shall be entitled to all copyrights on any products or materials developed or produced under this Agreement.

7. The Grantee may be required to submit periodic progress reports and shall submit a final project summary following completion of the Early Education services or project described in Exhibit A, by no later than February 28, 2024. The report(s) and summary shall be submitted to the Family Resource Center Manager at:

   **Mono County Library System**
   **P.O. Box 1120**
   **Mammoth Lakes, CA 93546**

8. Any equipment, products or materials purchased or developed with grant funds becomes the property of the Library and must be provided to the Family Resource Center Program at the completion of the Family Resource Center project or services, upon request of Library. Equipment is any single item with a useful life of more than three years and a cost of more than $100.

9. Grantee shall not exclude any person from participation, deny benefits to any person, or subject any person to unlawful discrimination under State or Federal law.

10. Grantee shall comply with any applicable equal opportunity laws and guidelines.

11. Grantee agrees to comply with the confidentiality provision of Section 10850 of the Welfare and Institutions Code, to the extent applicable to the performance of the services and project described in Exhibit A as well as with all other applicable Federal and State laws and regulations.

12. Each party agrees to indemnify and hold harmless the other party, its officers, employees and agents, from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of or in connection with this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

13. Grantee agrees to maintain records for three (3) years on its progress and completion of Early Education services or projects, and to provide these and any other reports required by the Library.

14. Authorized Federal, State or Library representative at any time during normal business hours may audit books, accounts, and records involved and maintained in connection with Grantee’s operations pursuant to this Agreement.

15. Grantee agrees to attend required workshops, complete a thorough program evaluation process and cooperate with the independent evaluation process conducted by the Mono County Library Early Education Program Manager or her representative.

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

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

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

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

17. 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.

18. Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Grantee or the Library 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:

Library:
Chris Platt, County Library Director
400 Sierra Park Road
PO Box 1120
Mammoth Lakes, CA 93546
cplatt@monocoe.org

Grantee:
First 5 Mono County
Molly Desbaillets, Executive Director
960 Forest Trail Road
PO Box 130
Mammoth Lakes, CA 93546
mdesbaillets@monocoe.org

19. 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.

20. 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.

GRANTEE: MONO COUNTY LIBRARY SYSTEM

By: _______________________________                      By: _______________________________
Molly DesBaillets                      Christopher Platt, County Library Director
Executive Director, First 5 Mono                                                

Date: ___________________________                      Date: ____________________________

APPROVED AS TO FORM:

_____________________________
COUNSEL

APPROVED BY RISK MANAGEMENT:

_____________________________
Risk Manager
ATTACHMENT A

Activity: MONO COUNTY LIBRARIES AS FAMILY RESOURCE CENTERS
Activity Date(s): March, 2023-February, 2024

This project will seek to raise the rate of young children screened for developmental delays in Mono County in a cost-effective way. The Library will serve as a hub for the activities by inviting patrons with young children to complete a developmental screening thereby adding a community component into the developmental screening system—an integral addition to the programs that currently offer screenings.

First 5 will provide the following Early Education services:
- Procurement of a developmental screening database
- Staff to manage data and manage the program
- Developmental Screening Training for library staff
- Procurement of materials for each library branch to support screening and follow-up activities
- Staff to support Library-led early literacy group in Mammoth lakes, 3 hours per group for up to 30 groups a year
- Include developmental screening progress in the Annual Evaluation Report to be shared with the Library
- Provide participation data to the Library annually

Budget:

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 5 Executive Director, $75/ hour</td>
<td>$4,500</td>
</tr>
<tr>
<td>First 5 Support Services Clerk, $36/ hour</td>
<td>$18,720</td>
</tr>
<tr>
<td>Early Literacy Group Staffing, $26.93/hour</td>
<td>$4,444</td>
</tr>
<tr>
<td>ASQ Kits for 7 library sites</td>
<td>$8,260</td>
</tr>
<tr>
<td>ASQ Activity Books for 7 library sites</td>
<td>$350</td>
</tr>
<tr>
<td>Database development and subscription year one</td>
<td>$7,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$43,274</strong></td>
</tr>
</tbody>
</table>


December 30, 2022

Mono County Library
Christopher Platt

Dear Christopher,

Congratulations! This letter constitutes Black Gold Cooperative Library System (BGCLS) approval of a $95,557 local assistance grant to the Mono County Library for the Black Gold: Stronger Together Early Learning Hub Grant project. This grant is effective for the period beginning January 1, 2023 and ending February 29, 2024.

The primary grant monitor on this project is Glynis Fitzgerald. She can be contacted at gfitzgerald@blackgold.org. The project advisor on the project is Kristina Uvalle. She can be contacted at kuvalle@blackgold.org.

Funds allowed for the project may include salaries and benefits, consultant fees, operating expenses, equipment, and indirect costs.

This grant is governed by the attached proposal which outlines the project plan and budget, including the Mono County Library’s assurances that it will provide all necessary data to satisfy any BGCLS reporting requirements.

After reviewing the attached Grant Agreement, please sign the Certification of Compliance and return it to our office at your earliest convenience.

Best wishes for a successful project.

Respectfully yours,

Glynis Fitzgerald
Glynis Fitzgerald
Director of Operations

Enclosures
CC: Carlisa Devine
    Kristina Uvalle
BLACK GOLD: STRONGER TOGETHER EARLY LEARNING HUB

GRANT AGREEMENT AND CERTIFICATION OF COMPLIANCE

This is the Black Gold Stronger Together Early Learning Hub Grant Agreement (BG:STELH - 01) and Certification of Compliance between the Black Gold Cooperative Library System (BGCLS) and the Mono County Library, henceforth referred to as Grantee.

The Grantee designated above hereby certifies to BGCLS that the grant of $95,557 will be used solely to carry out the program set forth in its Black Gold: Stronger Together Early Learning Hub Grant application as approved, and/or as amended and approved by BGCLS.

THE BASICS - YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

<table>
<thead>
<tr>
<th>Award #</th>
<th>BG:STELH - 01</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library</td>
<td>Mono County Library</td>
</tr>
<tr>
<td>Project Title</td>
<td>Mono County Libraries as a Family Resource Center</td>
</tr>
<tr>
<td>Award Amount</td>
<td>$95,557</td>
</tr>
</tbody>
</table>

APPROVED BUDGET

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$1,596</td>
</tr>
<tr>
<td>Consultant Fees</td>
<td>0</td>
</tr>
<tr>
<td>Travel</td>
<td>0</td>
</tr>
<tr>
<td>Supplies/Materials</td>
<td>$50,610</td>
</tr>
<tr>
<td>Equipment</td>
<td>0</td>
</tr>
<tr>
<td>Services</td>
<td>$34,664</td>
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<tr>
<td>Project Total</td>
<td>$86,870</td>
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<tr>
<td>Indirect cost</td>
<td>$8,687</td>
</tr>
<tr>
<td>Grant Total</td>
<td>$95,557</td>
</tr>
</tbody>
</table>

Start Date: January 1, 2023
End Date: February 29, 2024

Please understand that processing of grant payments can take from six to eight weeks before delivery. If you have not received your payment after eight weeks, please contact your grant monitor.

REPORTING

Grantee is required to provide a mid-project narrative and financial reports (due June 15, 2023), a final narrative, financial report, and financial expenditure detail report (due March 15, 2024), and updates upon request. Please email your signed reports to earlylearning@blackgold.org.
Project narrative and financial reports:

Covering January 2022 – May 2023 due June 15, 2023
Covering June 2023 – February 2024 due March 15, 2024

PAYMENTS

Payment will be provided to cover the expenditures incurred by the Grantee in two payments:

- 60% upon execution of the agreement and BGCLS’s receipt of the awardee’s signed Certification of Compliance ($57,334)
- 40% upon receipt of the first six-month financial report ($38,223)

If the amount of payment made by BGCLS shall exceed the actual expenses during the term of this agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall refund to BGCLS the amount of such excess payment. This refund will be made within 15 days after the end of the project, and no later than March 15, 2024.

ACKNOWLEDGMENTS

Grant recipients must ensure that the California State Library shall receive credit as the funding program and that the State of California likewise is acknowledged as the source of funds.

All promotional materials and publications related to the project must include the following acknowledgement statement:

“This project was supported in whole or in part by funding provided by the State of California, administered by the California State Library.”

ADDITIONAL REQUIREMENTS

The Grantee agrees to attend monthly evaluation/assessment meetings. The Grantee also agrees to attend bi-monthly Early Learning Hub meetings with other grantees. (Schedule attached).
MEETING SCHEDULE

Monthly evaluation/assessment meetings:
Occurs the 2nd Thursday of every month from 10:30am-12noon
- February 9, 2023
- March 9, 2023
- April 13, 2023
- May 11, 2023
- June 8, 2023
- July 13, 2023
- August 10, 2023
- September 14, 2023
- October 12, 2023
- November 9, 2023
- December 14, 2023
- January 11, 2024
- February 8, 2024
- March 14, 2024

EL Hub meetings: (meeting time: Wednesdays 1 to 2:30pm)
- Jan 18, 2023
- Mar 15, 2023
- May 17, 2023
- Aug 16, 2023
- Oct 18, 2023
- Jan 17, 2024
- Mar 20, 2024
PLEASE COMPLETE AND RETURN THIS PAGE

CERTIFICATION OF COMPLIANCE

I certify that the Grantee named below is the legally designated representative for this program and is authorized to receive and expend funds for the conduct of this program.

I certify that all information provided to the Black Gold Cooperative Library System for review in association with this award is correct and complete to the best of my knowledge; that as the authorized representative of the Grantee, I agree to the conditions of this award, and I have the legal authority to do so.

GRANTEE: Mono County
GRANT NUMBER: BG:STELH – 01

SIGNED __________________________
PRINT NAME __________________________
TITLE County Library Director
EMAIL ADDRESS cplatt@monocoe.org
PHONE _____ 760 · 934 · 8670
DATE 1.3.23

PROGRAM LEAD IF DIFFERENT THAN ABOVE

NAME Carissa Devine
EMAIL ADDRESS cdevine@monocoe.org
AGREEMENT BETWEEN FIRST 5 MONO COUNTY AND BECKY KEIGAN AND 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 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 of First 5 Mono County 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.

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 January 1, 2023, to June 30, 2023, 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 $4,135.00 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"). The 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.

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, 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. COUNTY 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. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- Worker’s Compensation Exempt: Contractor is exempt from obtaining Workers’ Compensation insurance because Contractor has no employees. Contractor shall notify Commission and provide proof of Workers’ Compensation insurance to Commission within 10 days if an employee is hired. Such 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. Contractor agrees to defend and indemnify Commission in case of claims arising from Contractor’s failure to provide Workers’ Compensation insurance for employees, agents and subcontractors, as required by law.

- Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

- Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Commission requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Commission.
B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The Commission, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

2. **Primary Coverage:** For any claims related to this contract, the Contractor’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Commission, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Commission, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

3. **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

4. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Commission.

5. **Waiver of Subrogation:** Contractor hereby grants to Commission a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Commission by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Commission has received a waiver of subrogation endorsement from the insurer.

6. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the Commission. The Commission may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Commission. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $100,000 unless approved in writing by Commission. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Commission may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named.
policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Commission reserves the right to obtain a copy of any policies and endorsements for verification.

(7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the Commission.

(8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
   a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

(9) **Verification of Coverage:** Contractor shall furnish the Commission with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Commission before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Commission reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(10) **Special Risks or Circumstances:** Commission reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. **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 Commission. 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, Commission, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of 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 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 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.
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 Commission.

9. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to Commission, indemnify, and hold harmless Commission, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney’s fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor’s agents, officers, or employees. Contractor’s obligation to defend, indemnify, and hold Commission, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. 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 Commission, 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 and Families Commission
PO Box 130
Mammoth Lakes, CA 93546
mdesbaillets@monocoe.org

Contractor:
Becky Keigan and Associates
4037 Moss Creek Drive
Fort Collins, CO 80526
bkeigan@gmail.com
23. 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.

24. 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, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

<table>
<thead>
<tr>
<th>COMMISSION</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Dated:</td>
<td>Dated:</td>
</tr>
</tbody>
</table>

APPROVED AS TO FORM:

______________________________
County 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: January 1, 2023 TO: June 30, 2023

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 Commission. 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 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: January 1, 2023 TO: June 30, 2023

SCHEDULE OF FEES:

The Commission shall compensate Contractor in an amount not to exceed $4,135.00, which amount shall
cover all training and the travel expenses as estimated below and a $2,500.00 training fee.

<table>
<thead>
<tr>
<th>Expense Item</th>
<th>Estimated Cost</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airfare</td>
<td>$500.00</td>
<td>SWA round trip: Reno, Nevada</td>
</tr>
<tr>
<td>Airport</td>
<td>$150.00</td>
<td>Mileage, tolls, parking</td>
</tr>
<tr>
<td>Car Rental</td>
<td>$400.00</td>
<td>Reno to Markleeville; gas</td>
</tr>
<tr>
<td>Hotel</td>
<td>$400.00</td>
<td>1 night near Markleeville, CA &amp; 1 night near Reno Airport</td>
</tr>
<tr>
<td>Per Diem</td>
<td>$185.00</td>
<td>meals for 2.5 days (govt. rate of $74/day)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,635.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

☐ See Attachment B1, incorporated herein by this reference (optional).
AGREEMENT BETWEEN FIRST 5 MONO COUNTY AND PROGRESSIVE EARLY ASSESSMENTS FOR THE PROVISION OF OBSERVATION AND TRAINING 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 Observation and Training Services of Progressive Early Assessments (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 of First 5 Mono County 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.

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 January 1, 2023, to June 30, 2023, 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 $8,700 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (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.

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, 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. COUNTY 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. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- Worker’s Compensation Exempt: Contractor is exempt from obtaining Workers’ Compensation insurance because Contractor has no employees. Contractor shall notify Commission and provide proof of Workers’ Compensation insurance to Commission within 10 days if an employee is hired. Such 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. Contractor agrees to defend and indemnify Commission in case of claims arising from Contractor’s failure to provide Workers’ Compensation insurance for employees, agents and subcontractors, as required by law.

- Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

- Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Commission requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Commission.
B. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The Commission, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

2. **Primary Coverage:** For any claims related to this contract, the Contractor’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Commission, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Commission, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

3. **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

4. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Commission.

5. **Waiver of Subrogation:** Contractor hereby grants to Commission a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Commission by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Commission has received a waiver of subrogation endorsement from the insurer.

6. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the Commission. The Commission may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Commission. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $100,000 unless approved in writing by Commission. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Commission may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The
policy must also provide that Defense costs, including the Allocated Loss Adjustment
Expenses, will satisfy the SIR or deductible. Commission reserves the right to obtain a copy
of any policies and endorsements for verification.

(7) **Acceptability of Insurers**: Insurance is to be placed with insurers authorized to conduct
business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise
acceptable to the Commission.

(8) **Claims Made Policies**: If any of the required policies provide claims-made coverage:
   a. The Retroactive Date must be shown, and must be before the date of the contract
      or the beginning of contract work.
   b. Insurance must be maintained, and evidence of insurance must be provided for at
      least five (5) years after completion of the contract of work.
   c. If coverage is canceled or non-renewed, and not replaced with another claims-
      made policy form with a Retroactive Date prior to the contract effective date, the
      Contractor must purchase “extended reporting” coverage for a minimum of five
      (5) years after completion of work.

(9) **Verification of Coverage**: Contractor shall furnish the Commission with original certificates
   and amendatory endorsements or copies of the applicable policy language effecting coverage
   required by this clause and a copy of the Declarations and Endorsements Pages of the CGL
   and any Excess policies listing all policy endorsements. All certificates and endorsements and
   copies of the Declarations & Endorsements pages are to be received and approved by the
   Commission before work commences. However, failure to obtain the required documents
   prior to the work beginning shall not waive the Contractor’s obligation to provide them. The
   Commission reserves the right to require complete, certified copies of all required insurance
   policies, including endorsements required by these specifications, at any time. Commission
   reserves the right to modify these requirements, including limits, based on the nature of the
   risk, prior experience, insurer, coverage, or other special circumstances.

(10) **Special Risks or Circumstances**: Commission reserves the right to modify these
    requirements, including limits, based on the nature of the risk, prior experience, insurer,
    coverage, or other special circumstances.

9. **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 Commission.
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, Commission, except as expressly provided by law or set forth in Attachment A.
No agent, officer, or employee of 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 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 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.
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 Commission.

9. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to Commission, indemnify, and hold harmless Commission, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney’s fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor’s agents, officers, or employees. Contractor’s obligation to defend, indemnify, and hold Commission, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. 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 Commission, 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 and Families Commission
   PO Box 130
   Mammoth Lakes, CA 93546
   mdesbaillets@monocoe.org

Contractor:
   Susan Mc Graw, Director
   Progressive Early Assessments
   3443 Camino del Rio South, Site #203, San Diego, CA 92108
23. 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.

24. 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, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

COMMISSION

By: __________________________ 
Title: _________________________
Dated: _________________________

CONTRACTOR

By: __________________________ 
Title: _________________________
Dated: _________________________

APPROVED AS TO FORM:

____________________________________
County Counsel

APPROVED BY RISK MANAGEMENT:

____________________________________
Risk Manager
ATTACHMENT A

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

TERM:
FROM: January 1, 2023 TO: June 30, 2023

SCOPE OF WORK:

The Commission is engaging Progressive Early Assessments, Inc. to act as a Consultant and to provide an independent, reliable CLASS and/or ERS observation and training team (External Review Team). Consultant agrees to perform services as required by the Commission. Consultant shall provide the necessary qualified personnel to perform the services as enumerated below.

External observations services shall be conducted by highly trained, calibrated and experienced individuals who have no conflict of interest with a site as determined by a lack of a financial agreement between the assessor or the assessor’s employer and the child care site. Contractor will conduct the following anchor/observation services:

- CLASS Infant and/or Toddler observations for approximately 2 classrooms
- Pre-K CLASS observations for approximately 6 classrooms
- 2-hour virtual Family Child Care Environment Rating Scale (FCCERS) overview training in English & Spanish on a first or third Wednesday from 5:30-7:30 pm
- 2-hour virtual Environmental Rating Scale (ERS) overview in English on a first or third Wednesday from 5:30-7:30 pm
- 2-hour virtual Pre-K CLASS overview training in English and Spanish on a first or third Wednesday from 5:30-7:30 pm
- 2-hour virtual toddler CLASS overview in English and Spanish on a first or third Wednesday from 5:30-7:30 pm
- Quality control procedures shall include proof reading reports and performing quality assurance checks on each report to ensure that all external scores are highly calibrated and reliable based on the intent of the authors of the CLASS and ERS tools

Contractor Shall:
- Contact the site the day before to ensure that the Lead Teacher, as specified, on the Classroom Information form is scheduled to work
- Complete the entire CLASS observation sheet including the scoring summary sheet
- Complete a CLASS debriefing report
- Submit the observation/scoring summary sheets and the score sheets and profile page, within one week of the observation
- Submit the CLASS debriefing consultation form within one week of the observation
- Submit all interview notes, if applicable

Commission Shall:
- Schedule CLASS observations with sites; provide a two-week window of time during which the observation(s) at their site for each specified classroom will take place.
- Notify the Contractor with the dates of the two-week window, the observation needed, and contact information for the site.
ATTACHMENT B

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

TERM:
FROM: January 1, 2023 TO: June 30, 2023

SCHEDULE OF FEES:

**ITEM 2 PAYMENT**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
<th>For six sites, eight classrooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLASS Assessments per assessment</td>
<td>$700</td>
<td>$5600</td>
</tr>
<tr>
<td>ERS overview training in English</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>FCCERS overview training in English &amp; Spanish</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Pre-K CLASS overview training in English &amp; Spanish</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Toddler CLASS overview training in English &amp; Spanish</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td><strong>Travel cost from San Diego to Alpine, Inyo, and Mono Counties</strong></td>
<td>4 days @ $275 per day</td>
<td><strong>$1100</strong></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td><strong>$8700</strong></td>
</tr>
</tbody>
</table>
# Annual Report AR-1

## Mono Revenue and Expenditure Summary

**July 1, 2021 - June 30, 2022**

### Revenue Detail

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tobacco Tax Funds</td>
<td>$88,295</td>
</tr>
<tr>
<td>Small Population County Augmentation Funds</td>
<td>$257,411</td>
</tr>
<tr>
<td>DLL Pilot Funds</td>
<td>$0</td>
</tr>
<tr>
<td>Other First 5 California Funds</td>
<td>$69,755</td>
</tr>
<tr>
<td><strong>Other First 5 California Funds Description</strong></td>
<td></td>
</tr>
<tr>
<td>Home Visiting Coordination, coordinate home visiting, 69,755</td>
<td></td>
</tr>
<tr>
<td>Other Public Funds</td>
<td>$150,000</td>
</tr>
<tr>
<td><strong>Other Public Funds Description</strong></td>
<td></td>
</tr>
<tr>
<td>Mono County, evidence-based home visiting, 150,000</td>
<td></td>
</tr>
<tr>
<td>Donations</td>
<td>$0</td>
</tr>
<tr>
<td>Revenue From Interest Earned</td>
<td>$8,320</td>
</tr>
<tr>
<td>Grants</td>
<td>$258,182</td>
</tr>
<tr>
<td><strong>Grants Description</strong></td>
<td></td>
</tr>
<tr>
<td>CDBG, preschool operation, 106,084; Mono County Dept. of Social Services, CAPIT &amp; CalWORKS home visiting, 53,676 &amp; 3,084; CDE CSPP BG, CSPPP QCC QRIS support, 18,228; CDE QCC BG, Qi, 24,934; DSS PDG-R, Qi, 12,177; Mono County Behavioral Health, Peapod Playgroups, 40,000</td>
<td></td>
</tr>
<tr>
<td>Other Funds</td>
<td>$4,313</td>
</tr>
<tr>
<td><strong>Other Funds</strong></td>
<td></td>
</tr>
<tr>
<td>Childcare Council, advertising support, 4,313</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$976,388</strong></td>
</tr>
</tbody>
</table>
## Improved Family Functioning

<table>
<thead>
<tr>
<th>Service</th>
<th>Grantee</th>
<th>Program(s)</th>
<th>Children</th>
<th>Caregivers</th>
<th>Providers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Family Support</td>
<td>First 5 County Commission</td>
<td>Playgroups</td>
<td>61</td>
<td>63</td>
<td>0</td>
<td>$44,037</td>
</tr>
<tr>
<td>Family Literacy and Book Programs</td>
<td>Other Public</td>
<td>Raising a Reader</td>
<td>76</td>
<td>152</td>
<td>7</td>
<td>$53,747</td>
</tr>
</tbody>
</table>

**Total** $97,784

## Improved Child Development

<table>
<thead>
<tr>
<th>Service</th>
<th>Grantee</th>
<th>Program(s)</th>
<th>Children</th>
<th>Caregivers</th>
<th>Providers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Early Learning Supports</td>
<td>First 5 County Commission</td>
<td>Quality Counts California</td>
<td>324</td>
<td>154</td>
<td>36</td>
<td>$209,445</td>
</tr>
<tr>
<td>Quality Early Learning Supports</td>
<td>First 5 County Commission</td>
<td>Not Applicable (School Readiness: organize Kindergarten Round Up &amp; fund incoming kindergarten assessments)</td>
<td>101</td>
<td>106</td>
<td>0</td>
<td>$10,687</td>
</tr>
<tr>
<td>Quality Early Learning Supports</td>
<td>County Office of Education/School District</td>
<td>Not Applicable (Incoming Kindergartner Assessments)</td>
<td>102</td>
<td>0</td>
<td>0</td>
<td>$1,020</td>
</tr>
<tr>
<td>Early Learning Program Direct Costs</td>
<td>County Office of Education/School District</td>
<td>Preschool/Childcare</td>
<td>5</td>
<td>7</td>
<td>1</td>
<td>$106,084</td>
</tr>
</tbody>
</table>

**Total** $327,236
## Improved Child Health

<table>
<thead>
<tr>
<th>Service</th>
<th>Grantee</th>
<th>Program(s)</th>
<th>Children</th>
<th>Caregivers</th>
<th>Providers</th>
<th>Unique Families</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Health Education and Promotion</td>
<td>County Office of Education/School District</td>
<td>• Safety Education</td>
<td>151</td>
<td>156</td>
<td>0</td>
<td>0</td>
<td>$5,987</td>
</tr>
<tr>
<td>Oral Health Education and Treatment</td>
<td>First 5 County Commission</td>
<td>• Other - Describe county commission local efforts</td>
<td>100</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$9,866</td>
</tr>
<tr>
<td>Perinatal and Early Childhood Home Visiting</td>
<td>First 5 County Commission</td>
<td>• Parents as Teachers</td>
<td>117</td>
<td>154</td>
<td>0</td>
<td>0</td>
<td>$436,801</td>
</tr>
</tbody>
</table>

**Total** $452,654

## Improved Systems Of Care

<table>
<thead>
<tr>
<th>Service</th>
<th>Grantee</th>
<th>Program(s)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Systems Building</td>
<td>First 5 County Commission</td>
<td>• Early Identification and Intervention</td>
<td>$18,689</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Family Resiliency</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Health Systems</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Place-Based</td>
<td></td>
</tr>
<tr>
<td>Emergency and Disaster Relief</td>
<td>CBO/Non-Profit</td>
<td>• Direct Material Support</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

**Total** $28,689
## Expenditure Details

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Expenditures</td>
<td>$906,363</td>
</tr>
<tr>
<td>Administrative Expenditures</td>
<td>$61,567</td>
</tr>
<tr>
<td>Evaluation Expenditures</td>
<td>$0</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$967,930</td>
</tr>
<tr>
<td>Excess (Deficiency) Of Revenues Over (Under) Expenses</td>
<td>$8,458</td>
</tr>
</tbody>
</table>

## Other Financing Details

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale(s) of Capital Assets</td>
<td>$0</td>
</tr>
<tr>
<td>Other primarily a duplicate AR from 2020-22</td>
<td>($14,934)</td>
</tr>
<tr>
<td><strong>Total Other Financing Sources</strong></td>
<td><strong>($14,934)</strong></td>
</tr>
</tbody>
</table>
## Net Change in Fund Balance

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Balance - Beginning</td>
<td>$607,009</td>
</tr>
<tr>
<td>Fund Balance - Ending</td>
<td>$600,533</td>
</tr>
<tr>
<td>Net Change In Fund Balance</td>
<td>($6,476)</td>
</tr>
</tbody>
</table>

## Fiscal Year Fund Balance

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nonspendable</td>
<td>$0</td>
</tr>
<tr>
<td>Restricted</td>
<td>$30,394</td>
</tr>
<tr>
<td>Committed</td>
<td>$88,200</td>
</tr>
<tr>
<td>Assigned</td>
<td>$481,939</td>
</tr>
<tr>
<td>Unassigned</td>
<td>$0</td>
</tr>
<tr>
<td>Total Fund Balance</td>
<td>$600,533</td>
</tr>
</tbody>
</table>
Expenditure Note
No data entered for this section as of 9/9/2022 1:59:14 PM.

Small Population County Funding Augmentation Expenditure Detail

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program: Evidence-Based</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Program: Evidence-Informed</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Program: Other Funded</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Program: Professional Development, Training and Technical Assistance</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Evaluation</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Other (Please Explain)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0</strong></td>
<td></td>
</tr>
</tbody>
</table>

If unspent funds occurred during the FY, please list amount and provide explanation. $0
Annual Report AR-2
Mono Demographic Worksheet
July 1, 2021 - June 30, 2022

Population Served

<table>
<thead>
<tr>
<th>Category</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Children – Ages Unknown (birth to 6th Birthday)</td>
<td>442</td>
</tr>
<tr>
<td>Primary Caregivers</td>
<td>442</td>
</tr>
<tr>
<td>Providers</td>
<td>36</td>
</tr>
<tr>
<td><strong>Total Population Served</strong></td>
<td><strong>920</strong></td>
</tr>
<tr>
<td>Category</td>
<td>Number of Children</td>
</tr>
<tr>
<td>----------</td>
<td>--------------------</td>
</tr>
<tr>
<td>English</td>
<td>330</td>
</tr>
<tr>
<td>Spanish</td>
<td>92</td>
</tr>
<tr>
<td>Unknown</td>
<td>20</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>442</strong></td>
</tr>
</tbody>
</table>
## Race/Ethnicity of Population Served

<table>
<thead>
<tr>
<th>Category</th>
<th>Number of Children</th>
<th>Number of Primary Caregivers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hispanic/Latino</td>
<td>151</td>
<td>151</td>
</tr>
<tr>
<td>White</td>
<td>155</td>
<td>155</td>
</tr>
<tr>
<td>Alaska Native/American Indian</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>Unknown</td>
<td>128</td>
<td>128</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>442</strong></td>
<td><strong>442</strong></td>
</tr>
</tbody>
</table>
# Duplication Assessment

<table>
<thead>
<tr>
<th>Category</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Degree of Duplication</td>
<td>0%</td>
</tr>
<tr>
<td>Confidence in Data</td>
<td>Moderately confident</td>
</tr>
<tr>
<td>Additional Details (Optional)</td>
<td></td>
</tr>
</tbody>
</table>
Annual Report AR-3
Mono County Evaluation Summary and Highlights
July 1, 2021 - June 30, 2022

County Evaluation Summary

Evaluation Activities Completed, Findings, and Policy Impact
The FY 2020-21 evaluation report was compiled and written in this FY. The impact has been that First 5 continued to fund current investments since the results indicated a positive impact for them the previous year. Here is a link to the report: https://www.first5mono.org/wp-content/uploads/2022/01/First-5-Mono-Annual-Evaluation-Report-2020-21-FINAL.pdf

County Highlights

County Highlight
First 5 Mono’s two largest investment areas: Home Visiting and the Childcare Quality System, continue to partner with providers and families as an integral component of a comprehensive support system for children 0-5 in Mono County. The Home Visiting Program: Welcome Baby and Healthy Families, a Parents as Teachers Evidence-Based Program, deepened partnerships with other family supporting agencies through the Home Visiting Coordination project funded by First 5 California. Activities strengthened relationships resulting in a significant increase in referrals from Mammoth Hospital's Women's Clinic and Northern Inyo Hospital's Labor and Delivery Department. As a result, more families were provided a strong linkage between their healthcare ser
October 21, 2022

Commission Members
First 5 Mono County
Mammoth Lakes, CA

We have audited the financial statements of the governmental activities, and the major fund of First 5 Mono County for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, Government Auditing Standards and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated March 1, 2022. Professional standards also require that we communicate to you the following information related to our audit.

**Significant Audit Matters**

**Qualitative Aspects of Accounting Practices**

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by First 5 Mono County are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2022. We noted no transactions entered into by First 5 Mono County during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users.

The financial statement disclosures are neutral, consistent, and clear.

**Difficulties Encountered in Performing the Audit**

We encountered no significant difficulties in dealing with management in performing and completing our audit.

**Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit’s financial statements taken as a whole.

**Disagreements with Management**

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor’s report. We are pleased to report that no such disagreements arose during the course of our audit.

**Management Representations**

We have requested certain representations from management that are included in the management representation letter dated October 21, 2022.
Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to First 5 Mono County’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as First 5 Mono County’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management’s discussion and analysis, and the required supplementary information section, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted 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 did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information section, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the supplementary information section, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the Commission and management of First 5 Mono County and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Christy White, Inc.

Christy White, Inc.
<table>
<thead>
<tr>
<th>Agency</th>
<th>Activity</th>
<th>Role &amp; outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 5 Mono</td>
<td>Spring 2022 applied for CSPP Expansion Grant, Early Educator Teacher Development Grant in partnership with MCOE</td>
<td>grant writing, awarded &amp; fully funded</td>
</tr>
<tr>
<td></td>
<td>Spring 2022 sought Child Care Council support for CDBG application in the Town of Mammoth Lakes</td>
<td>grant writing. Request submitted to the Council, was not able to not meet a quorum to discuss support prior to the Public Hearing. Meet with Dan Holler Town 4.21.22: learned Town is using own funds for planning, plans were presented to the Commission at the 6.14.2022 meeting</td>
</tr>
<tr>
<td></td>
<td>Press release</td>
<td>drafted release at the request of the First 5 Commission, worked with Mono County Communications contractor Justin Capruso. Resulted in articles in the Mammoth Times (&amp; El Sol (11.10.2022)</td>
</tr>
<tr>
<td></td>
<td>Drafted County Ordinance to financially support wage increases for providers and fee support for families</td>
<td>drafted policy at the request of the First 5 Mono Commission based on San Francisco’s to support the child care industry in Mono County</td>
</tr>
<tr>
<td></td>
<td>Worked with the Regional Hub to create a policy platform</td>
<td>partnered with Inyo and Alpine to create a policy platform for the region in support of the childcare industry</td>
</tr>
<tr>
<td>MCOE</td>
<td>Took over 3 preschool rooms from IMACA</td>
<td>operation</td>
</tr>
<tr>
<td></td>
<td>apply for Resource &amp; Referral and Alternative Payment Program Grants</td>
<td>application &amp; implementation, grants awarded, in operation</td>
</tr>
<tr>
<td></td>
<td>Talking with the Town about a new facility</td>
<td>discussion partner, hoped implementation</td>
</tr>
<tr>
<td></td>
<td>Provide care at the Parcel</td>
<td>interior construction &amp; operation of 3 classrooms</td>
</tr>
<tr>
<td>Mono County</td>
<td>Partner with First 5 &amp; ESUSD on CDBG grant for Child Care</td>
<td>fiscal agent</td>
</tr>
<tr>
<td>Mammoth Hospital</td>
<td>Open childcare facility with 22 slots</td>
<td>implementation, in operation</td>
</tr>
<tr>
<td>Town of Mammoth</td>
<td>plan for childcare</td>
<td>continued planning</td>
</tr>
</tbody>
</table>

**Slot impact**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Partners</th>
<th>Notes</th>
<th>Slot impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding Applications</td>
<td>Mono County, MCOE, First 5 Mono, Eastern Sierra &amp; Mammoth Unified School District</td>
<td>awarded: CSPP Expansion for parcel slots &amp; full day programs across the County and Early Educator Development Grants. Planned for 2023: CDBG: operations (Bridgeport) and planning (Walker), TOML not interested in accessing CDBG planning funds, already conducting planning, perhaps CDBG operations in Mammoth with MCOE, DSS Facilities Grant.</td>
<td>20 projected</td>
</tr>
<tr>
<td>Operation of State Preschools</td>
<td>MCOE, Eastern Sierra Unified School District</td>
<td>Continuing operations in the face of IMACA’s decision to end preschool operations is only possible due to significant efforts on the part of MCOE.</td>
<td>53 sustained</td>
</tr>
<tr>
<td>Facility Opening</td>
<td>Mammoth Hospital</td>
<td>Opened a new facility at the Lutheran Church, enrollment limited to children of Mammoth Hospital employees</td>
<td>22 added</td>
</tr>
</tbody>
</table>
## Facilities Additions and Plans

<table>
<thead>
<tr>
<th>Location</th>
<th>Parties involved</th>
<th>Description</th>
<th>Number of additional slots</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concept Facility</td>
<td>MCOE, TOML</td>
<td>TOML &amp; MCOE have renewed discussions about an additional facility in the TOML. The Town presented plan at the 6.16.2022 Commission meeting.</td>
<td>100</td>
</tr>
<tr>
<td>Parcel</td>
<td>MCOE, TOML</td>
<td>TOML will construct the shell, MCOE will complete the interior and operate the multiple classrooms, one of which will replace the current Mammoth Lakes State Preschool on the High school campus</td>
<td>20</td>
</tr>
<tr>
<td>Mammoth Hospital</td>
<td>Mammoth Hospital</td>
<td>Mammoth Hospital (MH) By 2026, 30 slot on-site childcare facility, 8 more slots than the current facility at the Lutheran Church. MH is currently working with an architect.</td>
<td>8</td>
</tr>
</tbody>
</table>

Increase in Mammoth Lakes if all plans are actualized: 128

### Needs Assessment, updated to reflect 22 new slots

<table>
<thead>
<tr>
<th>Report</th>
<th>Population Data source</th>
<th>2022</th>
<th>2027*</th>
<th>Remaining need in 2027 if plans are actualized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mono County Childcare Council 2022-23 Zip code priorities</td>
<td>2018 American Community Survey (Census)</td>
<td>365</td>
<td>238</td>
<td>110</td>
</tr>
<tr>
<td>Mono County Childcare Council 2022 Needs Assessment</td>
<td>California Department of Finance</td>
<td>109</td>
<td>65</td>
<td>-27</td>
</tr>
<tr>
<td>First 5 Mono</td>
<td>2014-19 Kindergarten average</td>
<td>209</td>
<td>82</td>
<td>-46</td>
</tr>
</tbody>
</table>

*2027 projections omit 4 year olds except the Needs Assessment which included them due to a calculation error. The Needs Assessment is the only source that used 2027 population change projections which project a decrease in the 0-5 population.
EARLY CARE AND EDUCATION FOR ALL

Sec. Early Care and Education for All Initiative.
Sec. Spending Plan.
Sec. Reports.
Sec. Early Education Economic Recovery Program.

EARLY CARE AND EDUCATION FOR ALL INITIATIVE.

The TBD shall establish and maintain the Early Care and Education for All Initiative (Initiative), to provide support for quality early care and education for children in Mono County families, consistent with this Article TBD. The Initiative shall be funded by appropriations from the Babies and Families First Fund established in Section TBD of this Administrative Code, in addition to such other appropriations as the Board of Supervisors may direct by ordinance.

SPENDING PLAN.

(1) Providing support for quality early care and education to all Mono County children under the age of six from households whose incomes are at or below 50% of State Median Income, and who are listed as eligible, on that basis, to receive support for early care and education—but who, because of a lack of available resources, are not receiving the full amount of support to which they are entitled. Funds will be awarded to families to cover the gap between their income and the U.S. Department of Health and Human Services recommended childcare cost limit of 7% of a household’s income. Should funds be exhausted, eligible families will be put on a waitlist.

(2) Provide support to increase the compensation of early care and education professionals to $28 an hour for teachers and $25 an hour for aides with an ultimate goal of achieving parity in compensation with K-12 educators who have commensurate experience;

REPORTS

Within one year of TBD’s implementation of the Initiative, and on an annual basis thereafter, TBD shall prepare, and submit to the Board of Supervisors, a report evaluating the effectiveness of the Initiative and each of its specific components.
SEC. xxx. EARLY EDUCATION ECONOMIC RECOVERY PROGRAM.

(a) Findings. Early care and education providers are essential for working families, but were struggling even before the COVID-19 health emergency and are now critically impacted. Due to new health orders issued in 2020, early care education providers had to limit the number of children served, increase staffing, and modify physical spaces in order to provide a safe environment. However, subsidies from State and Federal resources were limited and have not kept up with the rising costs of operation.

In July 2020, the Center for the Study of Child Care Employment conducted a survey of child care programs throughout California and found that 953 center-based (40%) and family child care (60%) programs were facing new financial challenges including decreased capacity and increased costs caused by the reopening process and meeting new COVID-19 mitigation protocols. Specifically, of the programs that have re-opened, 77% have experienced loss of income from families; 99% of re-opened child care centers and 78% of re-opened family child care programs have fewer children attending than before the pandemic.

Without public funding, the early care and education system is in severe financial crisis. The County’s Strategic Plan includes access to high-quality childcare as an outcome of the Initiative to Enhance Quality of Life for Residents.

While the Alternative Payment program currently serves over XX children from 0-Kindergarten age with a childcare subsidy, there are currently XX children on the waitlist. Based on the County Needs Assessment there are 190 children 0-Kindergarten age unable to be served with the current licensed capacity.

(b) Providers Eligible for Funding. The following types of early care and education providers (“Providers”) shall be eligible to receive funding under the Program, provided that the Providers are operating in the County at the time of the grant award and throughout the period covered by the grant:

(1) Small and Large Family Child Care Homes, as defined in 22 C.C.R. Section 102352(f)(1), that (A) are licensed under California Health and Safety Code Sections 1596.60 et seq. at the time of the grant award and throughout the period covered by the grant, and (B) served at least four children between ages zero and six, inclusive, at any point from March 1, 2022 through February 29, 2023;

(2) Child Care Centers without enrollment limitations based on parental employment, as defined under 22 C.C.R. Section 101152(c)(7), that, at the time of grant award and throughout the period covered by the grant, (A) are licensed under California Health and Safety Code Sections 1596.60 et seq., and (B) care for children between ages zero and six, inclusive; and

(3) Providers without enrollment limitations based on parental employment that are licensed and exempt from licensing under California Health and Safety Code Sections 1596.60 et seq. that, at the time of grant award and throughout the period covered by the grant, (A) operate under a cooperative arrangement between parents for the care of their children, in which families participate on a rotating basis, serving six or more
families, (B) meet the description in California Health and Safety Code Section 1596.792(e), and (C) care for children between ages zero and six, inclusive.

(d) Permitted Uses of Funding. **TBD** may provide funds to Providers under the Program for the following purposes:

(1) Salary increases to up to $28 an hour for teacher and $25 an hour for aides. Funding will cover the gap between September 1, 2022 salary and $28 an hour for teachers and $25 an hour for classroom aides.

(e) Administration. **TBD** shall administer the Program with assistance as needed from the Human Services Agency, and may promulgate rules or regulations regarding the Program. At minimum, **TBD** shall promulgate rules and regulations to:

(1) Establish an application process, a selection process, and selection criteria for the Program.

(g) Statement of Intent for Funding in FY 2023-24. Subject to the budgetary and fiscal provisions of the Charter and availability of funds in the Babies and Families First Fund, it is the intent of the Board of Supervisors that **TBD** will award grants in Fiscal Year 2023-24 in a total amount of at least **TBD**.
Executive Summary

- Children require high quality early care and education to thrive.
- Childcare providers cannot afford to stay in the field with the current standard rates of pay. No one is able to pour from an empty cup. Without a sustainable, stable benefit of employment, these providers are forced to exit the field.
- When providers exit the field without any new people joining, there is not enough childcare. Childcare shortages force parents out of the workforce and result in economic losses for the economy because both parents and providers are unable to work in a way that allows them to thrive.
- Childcare providers need a living wage. The entire economy will benefit, child care shortages will be alleviated, and children will thrive.

Introduction

Early care and education (ECE) is an imperative factor in children’s overall healthy growth and development. It strengthens families, supports working families, and is a kingpin of any thriving economy. Childcare providers build critical social and emotional skills and foundational education with children. Children's brains develop connections faster in the first five years than at any other time in their lives. Childcare providers are the ones with the experience and expertise to foster the next generation of children. Their work is important for the long term growth of economies and the short term stability of families.

In California, there is a distinct discrepancy between the resources and services in the high population areas of the state, and the more rural communities. In California’s IMPACT Region 6 Counties (Mono County, Inyo County, Alpine County), childcare shortages are creating a social and economic burden on the local populations. Parents in these rural communities are struggling to secure accessible, high quality early care and education for their children under 5 years of age. With some parents forced to choose between driving upwards of 90 minutes and maintaining participation in the workforce, they face an impossible decision.

[callout: No one can pour from an empty cup.]

About the Region 6 Hub: Who we are

The IMPACT Hub Region 6 brought together leadership from Mono, Inyo, and Alpine counties to harness the power in numbers. First 5 California organized counties into regions, called Hubs, to provide coordination and specialized capacity building support for building a local quality early learning system. By aggregating and scaling regional care and support resources, these counties are able to achieve quality improvements that benefit the community, the families, and the economic development of the counties.

So many rural counties with smaller populations in California have many common shared experiences, and our collective voices in policy, advocacy, and harnessing resources allow us
to provide for our community. When it comes to childcare, Mono County, Inyo County, and Alpine County have similar (though importantly, not always identical) needs: accessible childcare provided for a living wage.

The Problem

- **There is not enough child care available.** The County funds Home Visiting through general funds and will soon be considering funding salary increases for providers and additional family subsidies.
- **Child care providers are being forced out of the field by challenging working conditions**

The region is rural and tourism is one of the primary economic drivers along with agriculture. Additionally, second homes and vacation homes have driven up property values and have disproportionately inflated the costs of rents, consumer goods, and services. The people who live in these counties are unable to afford to live in the economy their labor sustains. Childcare is unaffordable and being a childcare provider is unaffordable. Childcare providers need a livable wage for our counties to have any possibility of thriving.

[callout: The people who live in these counties are unable to afford to live in the economy their labor sustains. Childcare is unaffordable and being a childcare provider is unaffordable.]

Ultimately, the shortage of childcare is due to a lack of sustainable support and a living wage for childcare providers. These professionals are systemically underpaid and under-resourced. High quality childcare is dependent on the providers having high quality lives, including living wage, financial security, and work-life balance. When our providers are taken care of they can provide better and safer care for our children. No one can pour from an empty cup.

Not only are child care professionals unable to thrive on the standard rates of pay, but many are entirely unable to make ends meet for themselves and their families, forcing them out of this workforce entirely. The failure to support child care providers and families is a failure of elected leadership to invest in communities and economies. Every county needs the public resources to create a community where families can thrive, work, contribute to the local economy, and envision a bright future.

Right now, high-quality, reliable, affordable childcare is the missing link.

[callout: Reliable, high quality affordable childcare is an economic driver and necessary infrastructure. The failure to support child care providers is a failure to invest in communities and economies.]

Reliable, high quality affordable childcare is an economic driver and necessary infrastructure; we need our leaders to support investment in a strong, sustainable system that supports families and providers. For families to have strong childcare options, childcare needs to be a more attractive career. Childcare professionals need to have reliable and sufficient incomes to support themselves and their families in the long term. With a reliable childcare system in place, providers will be able to stay in the field, parents will be able to participate in the workforce, and children will thrive.

**Research Overview**

To understand the childcare shortage in these Region 6 counties, we must first understand how much childcare is available. These numbers below are the most recent available certified
census data for these three counties, and the average childcare costs have been extrapolated based on the California Budget and Policy Center data from 2017 and adjusted these data using the Bureau of Labor Statistics Inflation Calculator. These numbers highlight that there is insufficient licensed childcare available in all three counties.

<table>
<thead>
<tr>
<th>County</th>
<th>Pop.¹</th>
<th>Avg. Childcare Cost</th>
<th># of Children under 5 (2018)</th>
<th># of Child Care Slots</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alpine County</td>
<td>1,235</td>
<td>$942²</td>
<td>38</td>
<td>38</td>
</tr>
<tr>
<td>Inyo County</td>
<td>18,970</td>
<td>$998</td>
<td>1217</td>
<td>531</td>
</tr>
<tr>
<td>Mono County</td>
<td>13,247</td>
<td>$1,116</td>
<td>842</td>
<td>334</td>
</tr>
</tbody>
</table>

In addition to that childcare costs are prohibitive to actual childcare providers themselves. To understand why there is a childcare shortage in these three counties, we looked into the financial reality of childcare professionals. We compared the average costs of living in each of these counties with the aggregated data for the state of California.

Here, we used the Consumer Price Index (CPI) as a proxy measurement for cost of living. The CPI is a measurement of the costs of a standardized basket of consumable goods and services compared to the national average, and across the state and each of the Region 6 counties, it is significantly higher than 100.

Then, we took a look at the California Budget and Policy Center data from 2017 and adjusted these data using the Bureau of Labor Statistics Inflation Calculator. These extrapolated numbers are considered “survivable minimum” average cost of living for single adults, single parents, and two working parent households. Based on these data, the average hourly wage in California for a child care worker would be insufficient to support any parents in the Region 6 counties, and would barely cover the costs for a single adult.

[callout: These professionals cannot afford to stay working in this field.]

¹ U.S. Census, 2021
² All dollar amounts noted in this table were adjusted for inflation using the US Bureau of Labor Statistics Inflation Calculator, found at https://www.bls.gov/data/inflation_calculator.htm
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>California</td>
<td>149.8</td>
<td>$35,507 ($18.12/hour)</td>
<td>$78,415 ($40.00/hour)</td>
<td>$90,424 ($46.13/hour)</td>
<td>$35,390 ($17.02/hour)</td>
</tr>
<tr>
<td>Alpine County</td>
<td>127.9</td>
<td>$28,000 ($14.00/hour)</td>
<td>$59,123 ($30.16/hour)</td>
<td>$70,520 ($36.00/hour)</td>
<td>No Data Available</td>
</tr>
<tr>
<td>Inyo County</td>
<td>116.6</td>
<td>$28,140 ($14.36/hour)</td>
<td>$62,133 ($31.70/hour)</td>
<td>$73,573 ($37.54/hour)</td>
<td>No Data Available</td>
</tr>
<tr>
<td>Mono County</td>
<td>131.0</td>
<td>$29,577 ($15.09/hour)</td>
<td>$76,870 ($39.22/hour)</td>
<td>$88,848 ($45.33/hour)</td>
<td>No Data Available</td>
</tr>
<tr>
<td>Region 6 Average</td>
<td>125.1</td>
<td>$28,572 ($14.48/hour)</td>
<td>$66,042 ($33.69/hour)</td>
<td>$77,647 ($39.62/hour)</td>
<td>No Data Available</td>
</tr>
</tbody>
</table>

Local leaders have recognized that the issue of stagnant opportunities for young children is urgent to ensure the wellbeing of families and the sustainability of communities. Region 6 counties, towns, communities, and counties, are the ones best suited to expand opportunities and improve outcomes for young children, but will need support from government offices at every level.

Where to Start
Creating solutions in Region 6 counties is going to require collaboration and attention paid to each county’s needs. For Inyo, Mono, and Alpine counties to get the early care capacity and staff retention their communities need support working parents and early childhood development, there will need to be major public investment from local, state, and federal governments informed by the local First 5s, County Offices of Education, local government agencies, and advocacy groups.

According to the Brookings Institute, the following three conditions are necessary to create transformative change to the early child care field through local governments and community leadership:

3 U.S. Census, 2021
1. **Willingness & ability to devote more local, state & federal funding to child and youth services.**

   The foundational, game-changing component of any effort to create better outcomes for the next generation is more local funding for child and youth services. The vast majority of communities simply don’t provide enough public resources to fund programs for youth at a scale that meets demand. Whether funding is increased through attracting greater contributions from the private or civic sector, through reallocating existing resources in a designated yearly set-aside, or through leading a political effort to generate new public resources, the unavoidable truth is that achieving better results for children is extremely difficult without more money being devoted to the cause. Successfully procuring greater public funding for youth is a significant political challenge, but unless this battle is fought and won, local efforts will have an impact only at the margins.

2. **Commitment to cross-sector collaboration in developing a strong early childhood services network.**

   Too often, governments, schools, service providers, local colleges, employers, and others operate in silos, seldom communicating about the challenges they face in creating better outcomes in their community. A cradle-to-career approach demands that the full spectrum of actors work together closely; all of these sectors must include early child care professionals in their important conversations. Communities that approach their problems together—leveraging the knowledge, capacities, and resources of all sectors in collaboration—will see better results. Many places have found it useful to create new intermediary groups (or reform existing ones) to ensure that this increased level of collaboration takes place.

3. **Attention to governance, and specifically to accountability, transparency, and evaluations.**

   To guarantee the effectiveness and sustainability of new investments in early childhood, communities need to pay attention to governance. As local leaders attempt to expand services for youth, they need to earn and keep the trust of their communities. The funding landscape of early childhood services is often fragmented and opaque. Many communities have found it beneficial to develop a sense of all the funding opportunities in play before making any push for greater funding.

**Next Steps**

Alpine, Inyo, and Mono counties need reliable childcare, and it is imperative that we create policies that support the professionalism and longevity of these careers. High quality childcare lays the foundations for strong performance in school, healthy long-term social, emotional and cognitive development, and economic benefits to the entire community.

Our local, state, and federal representatives must advocate for additional funding for rural counties to support local families. Current levels of funding do not allow quality child care in these communities to thrive. For families to thrive, the support of elected officials is vital.

Prioritizing childcare is an important part of fostering well being and longevity in our community. As we look to the future, we must invest in our future as well. The youngest residents of Alpine, Inyo, and Mono counties deserve high quality childcare, and they will only be able to get that if we support the experts who can provide it.
## First 5 Mono County
### Budget vs. Actuals: FY 22-23 - FY23 YTD 1.12.2023

**July 2022 - June 2023**

<table>
<thead>
<tr>
<th>Actual</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
<td></td>
</tr>
<tr>
<td>Total 4300 Government Revenue</td>
<td>$61,714.11</td>
</tr>
<tr>
<td>4500 Government Grants</td>
<td></td>
</tr>
<tr>
<td>4510 Federal Grants</td>
<td>$1,273.96</td>
</tr>
<tr>
<td>4520 State Grants</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>Total 4500 Government Grants</td>
<td>$151,273.96</td>
</tr>
<tr>
<td>Total 5300 Investments</td>
<td>$0.00</td>
</tr>
<tr>
<td>5999 Misc. Revenue</td>
<td>$237.06</td>
</tr>
<tr>
<td>Total Income</td>
<td>$213,225.13</td>
</tr>
<tr>
<td><strong>Gross Profit</strong></td>
<td></td>
</tr>
<tr>
<td>Total 8400 Other Client Specific Expenses</td>
<td></td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
</tr>
<tr>
<td>Total 7000 Grants &amp; Direct Assistance</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>Total 7200 Salaries &amp; Related Expenses</td>
<td>$180,595.41</td>
</tr>
<tr>
<td>Total 7500 Contract Service Expenses</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total 8100 Non-personnel Expenses</td>
<td>$2,366.89</td>
</tr>
<tr>
<td>Total 8200 Facility Expenses</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total 8300 Travel &amp; Conference Expenses</td>
<td>$14,004.95</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Net Operating Income</strong></td>
<td>-$818.13</td>
</tr>
</tbody>
</table>

**Note:** The table above shows the comparison of actual and budgeted figures for various income and expense categories for the First 5 Mono County budget versus actuals for the fiscal year 22-23 up to YTD 1.12.2023. The figures cover income from government grants, investments, and miscellaneous revenue, as well as expenses categorized under grants, salaries, contracts, and various other expenses. The net operating income is the difference between total income and total expenses.
## First 5 Mono County Budget vs. Actuals: FY 22-23 - FY23 YTD 1.12.2023
### July 2022 - June 2023

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<tr>
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<th>150 Systems Building</th>
<th>Total 240 Child Care Quality</th>
<th>260 Emergency Funds</th>
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<td>Actual</td>
<td>Budget</td>
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<tr>
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<td><strong>Total 4500 Government Grants</strong></td>
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<td>$82,109.16</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>5999 Misc. Revenue</td>
<td>0.00</td>
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<tr>
<td><strong>Total Income</strong></td>
<td>$4,917.42</td>
<td>$25,072.68</td>
<td>$82,109.16</td>
<td>$457,547.82</td>
</tr>
<tr>
<td><strong>Gross Profit</strong></td>
<td>$4,917.42</td>
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<td>$82,109.16</td>
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<tr>
<td><strong>Expenses</strong></td>
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<tr>
<td>Total 7000 Grants &amp; Direct Assistance</td>
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<tr>
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# First 5 Mono County
## Budget vs. Actuals: FY 22-2
### July 2022 - June 2023

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<tr>
<th>TOTAL</th>
<th>Actual</th>
<th>Budget</th>
<th>% of Budget</th>
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<td>Total 4300 Government Revenue</td>
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<td>4510 Federal Grants</td>
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<td>$233,383.12</td>
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<td>$3,115.65</td>
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<td>Total 8000 Gross Profit</td>
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<td>Total 7000 Grants &amp; Direct Assistance</td>
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<td>Total 7500 Contract Service Expenses</td>
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<tr>
<td>Total 8100 Non-personnel Expenses</td>
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<td>Total 8200 Facility Expenses</td>
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<td>Total 8300 Travel &amp; Conference Expenses</td>
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<tr>
<td>8580 Indirect Expenses</td>
<td>$11,666.93</td>
<td>$55,769.50</td>
<td>20.92%</td>
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<tr>
<td>Total 8400 Other Client Specific Expenses</td>
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### First 5 Mono County
### Adopted vs. proposed: FY 22-23 Budget 1.2023

**July 2022 - June 2023**

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<th>Draft</th>
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<th>Draft</th>
<th>Real</th>
<th>Draft</th>
<th>Real</th>
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**Expenses**

<table>
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<th>Draft</th>
<th>Real</th>
<th>Draft</th>
<th>Real</th>
<th>Draft</th>
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<tbody>
<tr>
<td>7000 Grants &amp; Direct Assistance</td>
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<td><strong>$ 0.00</strong></td>
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<td>7200 Salaries &amp; Related Expenses</td>
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<td>8100 Non-personnel Expenses</td>
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<tr>
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<tr>
<td><strong>Total 8580 Indirect Expenses</strong></td>
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<td><strong>$ 10,000.00</strong></td>
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<td><strong>$ 1,772.82</strong></td>
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<td>8500 Other Expenses</td>
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<tr>
<td><strong>Total 8500 Other Expenses</strong></td>
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<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
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<td><strong>$ 0.00</strong></td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
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<td><strong>$ 443,062.83</strong></td>
<td><strong>$ 7,970.00</strong></td>
<td><strong>$ 50.00</strong></td>
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<tr>
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<td><strong>$ 0.00</strong></td>
<td><strong>$ 0.00</strong></td>
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</table>
# First 5 Mono County

**Adopted vs. proposed: FY 2**

**July 2022 - June 2023**

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<th>Draft</th>
<th>Real</th>
<th>Draft</th>
<th>Real</th>
<th>Draft</th>
<th>Real</th>
<th>Draft</th>
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<tr>
<td>4310 Prop 10</td>
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<td>35,555.00</td>
<td>24,872.68</td>
<td>19,480.78</td>
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<tr>
<td><strong>Total 4300 Government Revenue</strong></td>
<td><strong>$ 46,555.00</strong></td>
<td><strong>$ 46,555.00</strong></td>
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<tr>
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<tr>
<td>4530 Local Government Grants</td>
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<td><strong>$ 58,555.00</strong></td>
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# First 5 Mono County
## Adopted vs. proposed: FY 2
### July 2022 - June 2023

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### 4500 Government Grants
| 4510 Federal Grants | | | | | | | | |
| 4520 State Grants | | | | | | | | |
| 4530 Local Government Grants | | | | | | | | |
| Total 4500 Government Grants | $23,215.00 | $23,215.00 | $156,649.00 | $156,649.00 | $21,000.00 | $19,747.00 | $117,853.00 | $123,186.60 |

### Total 5300 Investments
| | | | | | | | | |
| | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

### Total Income
| | | | | | | | | |
| | $23,215.00 | $23,215.00 | $156,649.00 | $156,649.00 | $21,000.00 | $19,747.00 | $117,853.00 | $123,186.60 |

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<td>$123,186.60</td>
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### Net Income
| | | | | | | | | |
| | -$1,049.82 | -$1,049.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
## First 5 Mono County
### Adopted vs. proposed: FY 22
#### July 2022 - June 2023

Shaded columns are the proposed budget. White columns are the adopted budget. Red figures are updated.

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FOR IMMEDIATE RELEASE

Mammoth Lakes Childcare Opportunities Experiencing Substantial Expansion

MONO COUNTY, CA (10.18.2022) – First 5 Mono is excited to announce that 22 new childcare slots recently opened in Mammoth Lakes, and 28 more are planned to open by 2027.

“We recognize the challenge that a lack of childcare services poses to local families,” said Bob Gardner, Chair of First 5 Mono, and Mono County Supervisor. “We want to thank our partners and community for collaborating on a solution that will enhance our quality of life in Mono County.”

The planned new childcare slots include:

• Mammoth Hospital’s new Little Lupins site in the Lutheran Church basement (22 slots). The hospital plans to relocate on-site with 30 slots by 2026.
• Mammoth Lakes State Preschool (20 slots) by 2027.

First 5 Mono is grateful for the efforts of Mammoth Hospital, the Mono County Office of Education, and the existing operating childcare sites for their creativity, collaboration, and commitment to ensuring that all local families have access to safe childcare. These partners exemplify the network of support for families with children in early childhood that First 5 Mono seeks to support. These planning and implementation efforts will function as an economic driver in the community and to facilitate families' economic well-being, optimal child development, and support increases in school readiness for incoming kindergartners.