



# Regular Commission Meeting and Public Hearing

## AGENDA

January 17, 2024, 10:00 a.m.-2:00 p.m.

Redfir Room, Westin

50 Hillside Drive, Mammoth Lakes, CA 93546 &  
70 Taboo Way, Bridgeport, CA 93517

### 1. Public Comment

Members of the public are given the opportunity to address the Commission on items of interest and within the jurisdiction of the Commission as such items are discussed. This time is allowed for public input on any item not on the agenda. Time may be limited, depending on the number of speakers and items of business.

### 2. Minutes

Commissioners will consider adopting the updated minutes from the **August 2 and October 4, 2023** meetings. **(ACTION)**

### 3. 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. Home Visiting Services Agreement with Mono County MOU

**Amendment:** authorizes minor adjustments to the original MOU to reflect minor changes to meet statutory requirements. **(ACTION)**

#### b. CDBG Childcare Intra-agency Agreement with Mono County Extension through 6/30/2024:

amend the agreement to extend the period for fund expenditure through the end of June 2024. **(ACTION)**

#### Expenses

#### c. Barbara O'Neil 4/1/2024 to 10/15/2023: \$16,000.00

to provide training services for regional Childcare Quality System staff and childcare providers on two dates. Funding from First 5 California's Regional T&TA Hub including any County Counsel Approved Changes. **(ACTION)**

#### d. Mammoth Mountain 2/13/2024: \$1,191.17

to provide lunch and meeting space for the quarterly Home Visiting Coordination Luncheon. **(ACTION)**

#### Partnership

#### e. Participant-Level Data Request:

WestEd is requesting access to Childcare Quality System Data for the region. Additional authorizations necessary for execution include Inyo County Office of Education (database contractual partner) and, if deemed necessary by County Counsel, childcare provider participants. **(ACTION)**

**Mono County  
First 5 Meeting  
Mono County Office of Education  
452 Sierra Park Rd., Mammoth Lakes, CA 93546  
Wednesday, August 2, 2023  
1:00 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  
Michelle Raust

**COMMISSIONERS ABSENT**

Stacey Adler

**STAFF PRESENT**

Molly DesBaillets

i. **CALL TO ORDER/ESTABLISH QUORUM**

**MOTION:** Ms. Mendez called the meeting to order at 1:02 pm, noting that a quorum had been met with five members present.

ii. **PUBLIC COMMENT**

There was no public comment.

iii. **CONTRACTUAL AGREEMENTS**

***Revenue***

- a. IMPACT Legacy: upon execution of GAN from First 5 California – 6/30/2025: up to \$481,890.00 to be the lead for regional IMPACT Legacy activities in Region 6 and local IMPACT Legacy activities as part of the Childcare Quality System in Mono and Alpine Counties.

**MOTION:** Commissioner Gardner **MOVED** to the IMPACT Legacy contractual agreement. The **MOTION** was **SECONDED** by Commissioner Raust and **PASSED** by unanimous consent.

***Expenses***

**Mono County  
First 5 Meeting  
In-person at the Mono County Office of Education,  
451 Sierra Park Rd. Mammoth Lakes, CA 93546  
Wednesday, October 4, 2023  
3:15 pm**

**COMMISSIONERS PRESENT**

Bob Gardner  
Stacey Adler  
Michelle Raust  
Lauren Plum

**COMMISSIONERS ABSENT**

Janice Mendez  
Patricia Robertson

**STAFF PRESENT**

Molly DesBaillets

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

**1. PUBLIC COMMENT**

- a. Chalese Miller introduced herself and noted how much she enjoys working with the First 5.

**2. WELCOME LAUREN PLUM AS COMMISSIONER**

- a. Lauren Plum introduced herself as the Wellness Program and Community Outreach Supervisor for Behavioral Health with a focus on early Intervention, prevention, and stigma reduction.

**3. APPROVAL OF MEETING MINUTES**

- a. **MOTION:** Ms. Raust **MOVED** to approve the June 29, 2023 meeting minutes. The **MOTION** was **SECONDED** by Mr. Gardner and **PASSED** by unanimous consent.

**4. CONTRACTUAL AGREEMENTS**

Ms. DesBaillets updated the Board on the proposed agreements:

- a. **Revision of Preschool Development Grant Renewal:** Initially was not fully expended, so the total was reduced by \$776 to \$31,148
- b. **Home Visit Coordination System Support** – Serves as a non-profit research arm of First 5 to help with fiscal mapping, up to \$134,862.00

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING  
BETWEEN FIRST 5 AND MONO COUNTY  
FOR THE PROVISION OF HOME VISITING SERVICES**

This Amended and Restated Memorandum of Understanding is entered as of \_\_\_\_, 2023 (the "Effective Date") between the County of Mono, a political subdivision of the State of California (the "County") and the Mono County Children and Families Commissions ("First 5"), with respect to the following facts:

- A. On or about April 19, 2023, the parties entered that certain Memorandum of Understanding attached hereto as **Exhibit A** (the "Original MOU").
- B. In approving the Original MOU, the Board of Supervisors authorized the Public Health Director to approve minor amendments to the Original MOU approved as to form by County Counsel.
- C. The parties desire to amend and restate the Original MOU to reflect minor changes necessary to comply with State requirements, which the State has approved as to form.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. The Original MOU is amended and restated in its entirety to reflect the agreement set forth in **Exhibit B** hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date, as evidenced by the signatures contained in **Exhibit B** hereto.

County Initials: \_\_\_\_\_

First 5 Initials: \_\_\_\_\_

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

This Extension Agreement is entered into December 13, 2023, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and the Mono County Children and Families Commission (hereinafter, "First 5 Mono"), for the purposes of amending that certain Agreement between the County and First 5 Mono entered into on or about March 3, 2021, and pertaining to First 5 Mono's provision of Childcare and Preschool activities in Mono County (the "Agreement"). The County and First 5 Mono are sometimes referred to herein collectively as "the parties."

**WHEREAS**, the parties entered into the Agreement for the purpose of First 5 Mono providing Childcare and Preschool activities in Mono County; and

**WHEREAS**, the Agreement authorizes an extension to the Time of Performance for so long as funds remain unspent and, accordingly, the parties would like to memorialize an extension of the Agreement through June 30, 2024;

**NOW, THEREFORE**, the parties agree as follows:

1. Section II ("Time of Performance") of the Agreement is hereby amended to read as follows:

"Services of First 5 shall start upon approval of this Agreement and end on the 30th day of June 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which First 5 remains in control of CDBG funds or other CDBG assets, including program income."

2. All other provisions of the Agreement not modified herein shall remain in full force and effect.
3. This Agreement and First Amendment 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. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

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

**COUNTY OF MONO:**

**FIRST 5 MONO:**

\_\_\_\_\_  
Sandra Moberly, County Administrator

\_\_\_\_\_  
Molly Desbaillets, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_



## TRAINING AGREEMENT

This Training Agreement is entered into and effective as of this **January 11, 2024** (the "Effective Date"), by and between **First Mono County Organization** ("Client"), having an address of 960 Forest Trail Road, PO Box 130, Mammoth Lakes, CA 93546 and **Transform Challenging Behavior, Inc.** ("Company"), having an address of 1308 E Colorado Blvd #2262 Pasadena, CA 91106.

In consideration of Client retaining Company to provide training services, it is agreed as follows:

### 1. SCOPE OF TRAINING SERVICES

Client hereby retains the Company to provide professional training services in the area of early childhood challenging behavior at **Alpine, Inyo & Mono County in Mammoth Lakes and Bridgeport, California** (the "Event").

(a) The training services shall include the following:

Two 8-hour In Person Trainings with Barb O'Neill, Ed.D., ("Trainer") on the **27th day of April 2024 at 9:00-5:00pm and TBD/"mutually agreeable"** (in September 2024).

(b) The Company will provide the Client with a bio and headshot of the trainer to use if they need to and an updated title, description, and learning objectives of the training.

(c) Additional services, beyond those described above, will require additional fees to be discussed and agreed upon by the parties.

### 2. CLIENT DUTIES

(a) Compensation: In consideration for the services provided by Company to Client as set forth in paragraph 1 above, Client agrees to pay Company a training fee of \$6500 (the "Training Fee") plus a travel stipend of \$1500 (the "Travel Stipend") per requested training. Company's obligation to render services hereunder is conditioned upon Client's payment of said fee on a timely basis.

The Training Fee shall be paid according to the following schedule:

One hundred percent (100%) of the total Training Fee (\$13000) plus total Travel Stipend (\$3000) is due within the 15 days of receipt of the invoice.

(b) Late Payments: All payments due under this Agreement will be considered late and in arrears if not paid within fifteen (15) days of receipt of the invoice.



<b>Estimated event total</b>	<b>\$ 1,191.17</b>
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# Requesting Permission for Hubbe Participant Level Data

In collaboration and with support of F5CA, WestEd is requesting permission to access data from counties who are using the Hubbe system to manage their Quality Counts California initiatives. This Hubbe data will expand WestEd's ability to analyze the patterns of participation in professional development as it relates to quality. In this phase of the work WestEd is specifically looking at:

1. The professional preparation of the early childhood field who do and do not participate in Quality Counts California (QCC), including sites who are Quality Improvement only and QCC rated sites.
2. The patterns of participation in professional development projects, including number of professional development hours completed, core class completion, child development units attained, coaching hours received, and completion of various trainings and certifications, and how it related to QCC tiers.

WestEd has been in communication with Hubbe staff to identify data fields and how to access the data. To provide WestEd with identifiable data, Hubbe needs permission from each county.

If a county grants permission, WestEd will work directly with Hubbe staff to retrieve the data using secure data transfer protocols and counties will not be asked to prepare the information.

## **Data Security Procedures**

WestEd will use secure processes to obtain, store, and maintain data from Hubbe. All data transfers from the Hubbe to WestEd will be done through an end-to-end encrypted file upload system. There are no immediate benefits to participants and potential risks for this evaluation are considered minimal in probability and magnitude for all participants. To combat potential loss of privacy and confidentiality, data will be de-identified as soon as data files are matched and merged. The key file containing identifying information for each source file will be stored in a separate folder with access limited to key



November 13, 2023

California Children and Families Commission  
Ms. Katie Albright, J.D., Chair  
First 5 California (F5CA)  
2389 Gateway Oaks Drive  
Sacramento, CA 95833

***RE: Small Population Counties Funding Augmentation (SPCFA)***

Dear Chair Albright:

Immediately recognizing inequities in the Proposition 10 funding formula for the smallest California counties, over 20 years ago the First 5 California Commission (F5CA) began the SPCFA program to provide a financial floor of support in order for these counties to participate in the First 5 program. The purpose of SPCFA was “to augment revenue in the 20 (now 21) smallest population counties (to support) capacity-building around selection and implementation of evidence-based and evidence-informed programs, evaluation of effectiveness, and fiscal sustainability planning.”

The impact State SPCFA funds have had on the programs of small counties over the last two decades cannot be overstated. Simply put, several counties would not have a First 5 program and associated local services if not for SPCFA. Counties continue to be appreciative of the F5CA’s ongoing SPCFA support, and as recognized by F5CA, are delivering outsized impact to California children and families.

The attached document entitled “SPCFA History, Evolution, and Program Operations” is the small counties’ perspective on how the program works, what works well, what challenges F5CA and small counties collectively face, and recommendations for changes in the program. Also attached is a PowerPoint referenced in the “History” document that was presented to the F5CA Commission in October 2020.

The History, Evolution and Program Operations document was presented to F5CA staff nearly a year ago and its contents have been reviewed and discussed. However, in our perspective, concerns and recommended changes have not been addressed and the program has become *more* burdensome in the last year with unexpected financial reporting, unexpected financial reconciliation at a “program” level, and new agreement modification requirements.

In our opinion, the current administration of the SPCFA program is antithetical to its purpose. SPCFA is meant to recognize inequities in funding formulas, local capacity, and community need, yet is creating more inequities in its administration and taking precious time and resources away from focusing on the neediest families in California’s rural communities.



Mono County Children and Families Commission

January 8, 2024

Wilfred Marshall  
Economic Development Representative  
U.S. Chamber of Commerce/Economic Development Administration (EDA)  
5777 West Century Blvd. Suite #1675  
Los Angeles, CA 90045

Dear Mr. Marshall,

The Town of Mammoth Lakes (TOML) is a small, remote mountain community surrounded by national forest land and is over 150 miles from the nearest large city (located in Nevada). Mammoth Lakes is the largest population and employment base in Mono County. Access to childcare within the community is limited due to factors including availability and cost, making childcare a hardship for many working families, including in some cases, preventing parents from being able to work. According to the 2022 Mono County Child Care Needs Assessment, in Mammoth Lakes as of 2022, only 35% of overall demand for childcare is currently met.

The Town of Mammoth Lakes has been working with community partners to build a new childcare center to meet this significant need. It is expected that this childcare facility would be operated by an outside entity and would include up to 104 new slots. TOML has allocated \$1.95 million to the project, which should be sufficient to complete construction of the building shell and infrastructure.

The TOML is requesting funding to assist with completion of the interior build-out, including items such as flooring, furnishings, equipment, learning materials, and the rest of the outdoor play area – fencing and playground items. The FY2023 Disaster Supplemental funding opportunity would allow the TOML the ability to alleviate this worsening issue by expanding access to childcare, which directly supports working families.

Access to early childcare and education will also mean that parents in our rural and remote town, with reasonable effort and affordability, can enroll their children in a facility that supports the child's development and meets the parents' needs. I thank you, Mr. Marshall, for both your time and consideration of TOML's Community Revitalization Project. Should any questions arise on your end, please don't hesitate to contact me at 760-924-7626 or [mdesbaillets@monocoe.org](mailto:mdesbaillets@monocoe.org)

Sincerely,

A handwritten signature in blue ink that reads "Molly DesBaillets".

Molly DesBaillets

Executive Director, First 5 Mono

With the aim of reducing the administrative burden of this program on both F5CA and small population counties, we bring to your attention our collective concerns and offer the following recommendations for your consideration:

- **Recommendation 1:** Utilize provisions of Proposition 10 enabling legislation to provide SPCFA funds to counties as an *allocation* augmentation rather than a contractual/grant allocation. The First 5 Association is willing to provide resources to conduct a legal review of this recommendation.

If recommendation 1 is deemed not possible after a comprehensive and good-faith review of this option, we recommend the following:

- **Recommendation 2:** SPCFA grants be treated as general operating support that aligns with the purpose of the grant – to be used for overall operations and services of local First 5 county commissions.
- **Recommendation 3:** As with most general operating grants, provide grant funding in advance of expenditures rather than in arrears. As writing of this letter, most small counties have not been paid for their Q4 invoices causing significant cash flow issues for these counties. This continues to be a challenge that can be resolved by advance grant payments, rather than being treated as paying fees for a service which is not why this program was created.
- **Recommendation 4:** Eliminate separate, time consuming, redundant reporting. F5CA should accept existing annual reporting from the counties to fulfill any programmatic reporting requirements of the SPCFA grant and accept copies of existing annual independent financial audits and evaluations to fulfill any financial reporting and evaluation requirements of SPCFA.
- **Recommendation 5:** Execute SPCFA agreements for multiple years to ensure a predictable floor of funding for small counties. This also avoids unnecessary agreement and budget modifications every quarter/year.

As previously mentioned, the SPCFA program is existential for small counties. The program has permitted Proposition 10 to be a statewide effort working to serve all children. The FY 20-24 program design, which was predicated on incorrect information regarding state contracting requirements, is more than offsetting the very capacity building SPCFA was attempting to provide. SPCFA is at a crossroads. The First 5 Association and the SPCFA small counties stand ready to work with F5CA to fulfill the purpose of SPCFA, and we believe there are several common-sense, efficient, effective, and equitable ways to do so. And time is of the essence as the current contract sunsets on June 30, 2024. We look forward to your thoughts, questions, and partnership.

Sincerely,

Pamela Becwar

Signer ID: HQ4CKT3G11...  
Pamela Becwar

Plumas County Children & Families Commission

Samantha Bond

Signer ID: OQ30AYVO11...  
Samantha Bond

First 5 Lake County

Amy Broadhurst

Signer ID: YNLZDER411...  
Amy Broadhurst

First 5 Alpine

Tim Clark

Signer ID: VJXMYGLJ11...  
Tim Clark

Lassen County Children & Families Commission

Candy Corcoran

Signer ID: WUASCVXZ11...  
Candy Corcoran

First 5 Sierra County

Molly DesBaillets

Signer ID: ALBSE2HK17...  
Molly DesBaillets

First 5 Mono County

Melody Easton

Signer ID: P5DJL35E11...  
Melody Easton

First 5 Nevada County

Lisa Faulkner

Signer ID: CTJQHMKD11...  
Lisa Faulkner

First 5 San Benito County

Sarah Garcia

Signer ID: AJ1197EC11...  
Sarah Garcia

First 5 Tuolumne County Commission

Ginger Harlow

Signer ID: EAQP3WGH11...  
Ginger Harlow

First 5 Colusa County

Nicole Hinton

Signer ID: AMH9G5OW11...  
Nicole Hinton

Modoc County Children & Families Commission

Teri Lane

Signer ID: NFA6GLIE11...  
Teri Lane

Calaveras County Children & Families Commission

Katelyn Lent

Signer ID: MY18GARD11...  
Katelyn Lent

First 5 Inyo County

Patricia Loera

Signer ID: KE5OHY2H11...  
Patricia Loera

First 5 Glenn County

Amira Long

Signer ID: SY0EYI9E11...  
Amira Long

First 5 Del Norte Children & Families Commission

Nina Machado

Signer ID: NURSYHWG11...  
Nina Machado

First 5 Amador

Heidi Mendenhall

Signer ID: JZIRCYWN11...  
Heidi Mendenhall

Tehama County Children & Families Commission

Karen Pautz

Signer ID: FJGAGD3Z11...  
Karen Pautz

First 5 Siskiyou Children & Families Commission

Townley Saye

Signer ID: C6XKJW7K11...  
Townley Saye

First 5 Mendocino

Nikki West

Signer ID: HCB3XDES11...  
Nikki West

First 5 Mariposa County

Avo Makdessian

Signer ID: WJ73WHWYT8...  
Avo Makdessian

First 5 Association of CA

Cc: Jackie Wong

Attachments:

- SPCFA History, Evolution, and Program Operations
- Power Point Presented to State Commission on 10/15/20