

**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: _____

Exhibit A
Original MOU

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

This Memorandum of Understanding (MOU) is between the Mono County Children and Families Commission (First 5) and Mono County (the County).

It is expressly understood and agreed upon by both parties to this MOU that the purpose of this MOU is to set the terms for a cooperative project wherein First 5 will provide Home Visiting Services to the County.

NOW, THEREFORE, FIRST 5 AND THE COUNTY AGREE AS FOLLOWS:

1. The term of this MOU shall be from July 1, 2022 to June 30, 2028, unless sooner terminated by either party.
2. First 5 agrees to provide those services to the County as described in Attachment A, Scope of Work.
3. The County agrees to pay First 5 in accordance with the terms set forth in Attachment B. The total sum of all payments made by the County to First 5 for services and work performed under this MOU shall not exceed three hundred thousand dollars (\$300,000.00) per fiscal year, except for Fiscal Year 2022-23 in which the amount shall be \$25,402.00, for a total contract limit of one million five hundred and twenty-five thousand four hundred two dollars (1,525,402.00) during the entire term of this MOU ("contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by First 5 for services or work performed that is in excess of the contract limit.
4. Both parties agree that the purpose of these funds is to pay First 5 for the provision of Home Visiting Services and these funds will be exclusively used to pay for such services as are listed in Attachment A.
5. Indemnification. 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 MOU, 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.
6. The method by which the parties will invoice and provide payment is as follows:
 - a. First 5 shall submit an invoice and financial report along with a Quarterly Monitoring Report (example of what to include in the Quarterly Monitoring Report is included in Attachment A) to the County on a quarterly basis. Quarterly

Exhibit A
Original MOU

invoices and all required reporting shall be due from First 5 on October 15, 2023, 2024, 2025, 2026 and 2027; January 15, 2024, 2025, 2026, 2027 and 2028; April 15, 2024, 2025, 2026, 2027 and 2028; and July 10, 2023, 2024, 2025, 2026, 2027, and 2028. *Please note the earlier-than-usual due date for the month of July.* An Annual Report shall be due from First 5 no later than July 31 of each year. The obligation to provide invoices and receipts shall survive the contract expiration date.

- b. The County will pay the invoices to First 5 directly within 30 calendar days of the date the invoice was issued.
7. This MOU may be amended by a writing signed by authorized representatives of both the County and First 5.
8. **Funding Limitation.** The ability of County to enter into this MOU 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, County has the option to terminate, reduce, or modify this MOU, or any of its terms within ten (10) days of notifying First 5 of the termination, reduction, or modification of available funding. Any reduction or modification of this MOU effective pursuant to this provision must comply with the requirements of Paragraph 7.
9. This MOU shall be administered on behalf of the two organizations by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

First 5 Mono County:

Molly DesBaillets, Executive Director
365 Sierra Park Road, Bldg. M
P.O. Box 130
Mammoth Lakes, CA 93546
760 924-7626

Mono County:

Jacinda Croissant, Maternal Child and
Adolescent Health
1290 Tavern Rd.
P.O. Box 2969
Mammoth Lakes, CA 93546
760 924-1763

Exhibit A
Original MOU

By the signatures of their authorized representatives appearing below, First 5 and the County agree to perform and abide by the terms of this MOU.

County:



Kathy Peterson, Interim Public Health Director

First 5 Mono County:



Molly DesBaillets, Executive Director

Dated: Apr 19, 2023

Dated: Apr 19, 2023

Approved by Risk Management:



Approved as to Form:



Stacey Simon (Apr 18, 2023 11:03 PDT)

County Counsel