

Commissioners: Stephanie Tanksley • Darcia Blackdeer-Lent • Heather Carr • Lindsey Ricci • Josie Rogers • Trina Orrill • William Wadelton

## \*SPECIAL MEETING\*

# AGENDA September 24, 2025, 1PM – 2PM

Location: 1360 N. Main St. Bishop, Rm 140

1. Call to Order & Roll Call

**2. Public Comment** Chance for community members to share any questions or concerns.

**3. SPCFA GAN** Approval to authorize the First 5 Director to sign and submit the

Small Population County Funding Allocation (SPCFA) Grant Award

Notification. See Attachment #1 (ACTION)

**4. IMPACT Contract** First 5 Inyo County Commission will review and consider approval of

the Contract with First 5 Mono County for IMPACT. See Attachment

#2.

(ACTION)

Consider approving and authorizing the First 5 Director to enter into a contract with Inyo County Office of Education (ICOE) in the amount of \$48,143.16 for IMPACT Implementation Services. See Attachment #3 (ACTION)

Next Commission Meeting: October 30, 2025

Anyone requesting information on the First 5 Inyo County Commission agenda, OR disability related accommodations, should contact: Katelyne Lent, either by telephone 760-873-6453, in writing, First 5 Inyo County, 1360 N. Main St., Bishop, CA, 93514, or by email at klent@inyocounty.us.



Commissioners: Stephanie Tanksley • Darcia Blackdeer-Lent • Heather Carr • Lindsey Ricci • Josie Rogers • Trina Orrill • William Wadelton

#### **ATTACHMENT #1**

First 5 Special Meeting, September 24, 2025.

ITEM 3. Small Population County Funding Augmentation (SPCFA) Grant Award Notification

#### Summary:

First 5 Inyo County has been awarded Small Population County Funding (SPCFA) from First 5 California. This allocation provides ongoing funding to support services for children ages 0–5 and their families in small, rural counties.

#### Purpose of Item:

The Grant Award Notification (GAN) formalizes the award from First 5 California and must be signed and submitted by the local Commission. Approval will authorize the First 5 Director to execute and return the GAN on behalf of the Commission.

#### Fiscal Impact:

The SPCFA allocation provides \$250,589 through FY 2025–26, as outlined in the attached award document.

#### **Recommendation:**

Staff recommends the Commission authorize the First 5 Director to sign and submit the SPCFA Grant Award Notification.

Action Requested: Approve authorization for the First 5 Director to sign and submit the SPCFA Grant Award Notification.



760-873-6453



Small Population County Funding Augmentation	
Grant Award Notice	
GRANTEE NAME AND ADDRESS	Grant Agreement
Inyo County Children and Families Commission	Number
1360 N. Main St, Bishop CA 93514	GAN SPCFA 2025-14
Attention	Dete
Katelyne Lent, Executive Director	Date
Website	07/21/2025
www.inyocounty.us/first5	07/21/2025
Telephone	

GRANT	Grant Award Amount	Grant Award Start Date	Grant Award End Date
DETAILS	\$250,589.00	July 14, 2025	June 30, 2026

First 5 California (F5CA) hereby informs the GRANTEE (above) that the agency has been funded for *SPCFA*. By signing this Grant Award Notice, the GRANTEE shall comply with and agrees to the terms and conditions set forth in the *SPCFA* Request for Application, all associated attachments, exhibits, and samples. The

https://drive.google.com/drive/folders/1ExzzYRqocGAAPKNX2nqu8FUzJcbXxMzg is located here for reference: https://www.ccfc.ca.gov/partners/investments.html#spcfa

In the event of any inconsistency between the articles, attachments, specifications or assurances which constitute this Grant Agreement, the following order of precedence shall apply:

1. This Grant Agreement

**Printed Name of Authorized Agent** 

- 2. Request for Application No. GAN SPCFA 2025
- 3. Application response to Request for Application No. GAN SPCFA 2025

Please return the signed Grant Award Notification within 10 business days via email to:

SPCFA@FIRST5.CA.GOV

Or mail to:
First 5 California
Attn: Laxmi Gurajada
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833
www.ccfc.ca.gov

First 5 California Grant Representative	t 5 California Grant Representative Title	
Laxmi Gurajada	Education Programs Consultant	
E-mail Address		Telephone
lgurajada@ccfc.ca.gov		916-263-1155
Signature of the First 5 California Delegated A	Authority and Title or Desi	gnee
<b>)</b>		Date
CERTIFICATION OF ACCEPTANCE OF	GRANT REQUIREMENTS	
I, as the Authorized Agent, certify that the amount requested is for activities in accordance with this Grant Agreement, and that I am auth County of Inyo		

Title







E-mail Address					Telephone
•	Signa	ture of the Authorized A	Agent and Tit	le	Date
,					Date
	F5	CA Fiscal Services Office	ce Use Only		
Fund Title	Item	FY	Chapter	Statute	Projected Expenditures
Education	4250-601-0634	2025-26	Prop 10	1998	\$140,329.84
Unallocated	4250-601-0639	2025-26	Prop 10	1998	\$110,259.16
			Prop 10	1998	
				TOTAL	\$250,589.00
Funding History	Term From	Term Through	Total Cost of This Transaction		
Original	07/14/2025	6/30/2026	\$250,589.00		
Amendment 1					
Amendment 2					





**Grant Award Notification (Continued)** 

## Fiscal Details:

Grantee is required to comply with any applicable state law relating to this grant and will meet all fiscal and auditing standards required by F5CA.

Any grantee receiving these grant funds is required to use the funds only for the intended purposes of this grant.

Grantee is required to comply with the evaluation, data information requests, and reporting requirements.

Grantee is required to ensure all tasks, activities, and functions are completed effectively and in a timely manner.

Grantee is required to submit a written Annual Performance Report (APR), as prescribed by F5CA, describing activities and accomplishments for the entire grant period as indicated on the Request for Application.

To be an eligible grantee, the Grantee is required to provide all stated deliverables in the RFA to be an eligible grantee for the subsequent fiscal year.

#### Invoice Details:

Grantee shall submit invoices quarterly, in accordance with Section B, Fiscal Reporting, shall be submitted as follows:

- By April 30, for the period January 1 through March 31
- By July 31, for the period April 1 through June 30
- By October 31, for the period July 1 through September 30
- By January 31, for the period October 1 through December 31

Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice detailing all charges and expenses. Failure to provide information will result in return of the invoice to the Grantee. Payment may be delayed until the required information is provided. All invoices shall be approved by the F5CA Grant Manager or their designee prior to releasing payment.

To receive reimbursement for SPCFA expenditure, lead agencies must:

- Have an approved grant agreement, which includes a Budget Template and Narrative setting forth the planned expenditures.
- Maintain accurate fiscal data, in accordance with generally accepted accounting principles and standards for governmental entities and report actual expenditures by categories.
- Maintain documentation to substantiate that all costs are reasonable, necessary, allowable, and allocable to the grant (e.g., invoices, receipts, and agreements).
- Maintain time and effort records to support all salaries, wages, and benefits charged to the grant. If an
  employee works on more than one activity or cost objective, the lead agency must maintain time and
  effort records to support the distribution of the employee's salary or wages among the activities or cost
  objectives.





• Retain all records related to this grant for at least five years or when an audit has been requested, until the date the audit is resolved, whichever is longer.

### **Deliverables Details:**

All grantees are required to comply with the data and reporting requirements of this grant, including the following:

- a. Comply with the statutory reporting requirements of the Children and Families Act (Act) and as detailed in the Health and Safety Code, Section 130140-130150 (RFA Section III.A).
- b. Submit an Annual Performance Report, due annually by October 31, which reflects activities in which reflects activities in which the county engaged during the prior fiscal year (RFA Section II1.D).
- c. Additional evaluation activities as requested by F5CA or its contractor
- d. Valid Insurance Certificate as detailed in Insurance Requirement Section.

#### Right to Terminate

F5CA retains the option to reduce or terminate a grant at its sole discretion by providing written notice to the Grantee with at least ninety (90) days without cause (or) thirty (30) days with cause for full or partial termination of the agreement prior to such termination date. If F5CA terminates the grant at its discretion, the grantee will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to the grant, up to the date indicated on F5CA's notification to the Grantee. The grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the grant after the date indicated on F5CA's notice to the grantee unless the grantee receives written advance approval from F5CA. F5CA also reserves the right to terminate the Grant immediately for cause by providing written notice to the grantee (specify email/or street address). The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of the Grant. In this instance, the Agreement termination shall be effective as of the date indicated on F5CA's notification to the Contractor.

# First 5 California Small Population County Funding Augmentation Fiscal Year 2025 - 26 Budget

First 5 County Commission:	Inyo First 5
Address:	1360 North Main Street Bishop, CA 93514
Executive Director (ED):	Katelyne Lent
ED Phone Number:	(760) 873-6738
ED Email:	klent@inyocounty.us
Fiscal Contact (FC):	Lyndsey Garrett
FC E-mail:	lgarrett@inyocounty.us
FC Phone Number:	(760) 878-0261

Budget Category		FY 2025 - 26
A. PERSONNEL		
1. Salaries	\$	169,042.00
2. Benefits	\$	65,136.00
Total Personnel	\$	234,178.00
B. OPERATIONS		
Materials and Supplies	\$	1,899.49
2. Travel		
3. Equipment	\$	-
4. Incentives/Stipends	\$	-
5. Contractual		
6. Other	\$	7,239.00
Total Operations	\$	9,138.49
C. TOTALS		
Total Direct Costs (A+B)	\$	243,316.49
Total Indirect Costs (must not exceed	\$	7,272.51
15.00% of total of direct costs)	Ψ	7,272.51
GRAND TOTAL	\$	250,589.00

# Certification

I, the official signed below below hereby requests SPCFA grant funding in the amounts represented in the table above. I certify that the information represented on this form is true and correct to the best of my knowledge and compliant with the requirements and conditions in the SPCFA Grant RFA.

Signature of Executive Director (or other authorized signatory) and Date		
Katelyne Lent		
First 5 CA Staff Only:		
Grant Manager:	Laxmi Gurajada	
Program Staff:	Dana McVey	

First 5 California SPCFA FY 2025 - 26

# First 5 California Small Population County Funding Augmentation Fiscal Year 2025 - 26 Budget

First 5 California SPCFA FY 2025 - 26



Commissioners: Stephanie Tanksley • Darcia Blackdeer-Lent • Heather Carr • Lindsey Ricci • Josie Rogers • Trina Orrill • William Wadelton

#### **ATTACHMENT #2**

First 5 Special Meeting, September 24, 2025.

ITEM 4. IMPACT Contract

#### Summary:

First 5 Inyo County partners with First 5 Mono County to implement the IMPACT (Improve and Maximize Programs so All Children Thrive) program. This regional collaboration supports child care providers and families by enhancing quality early learning environments.

## Purpose of Item:

The proposed contract formalizes First 5 Mono County's role as fiscal and programmatic partner for IMPACT in Inyo County. Approval of this contract will allow the Commission to continue leveraging regional expertise and resources to meet First 5 California IMPACT requirements.

#### Fiscal Impact:

Contract amount of \$56,639.01 for FY 2025-26 as outlined in the agreement.

#### **Recommendation:**

Staff recommends the Commission approve the contract with First 5 Mono County for IMPACT services.

Action Requested: Approve the contract between First 5 Inyo County and First 5 Mono County for IMPACT services.

# AGREEMENT BETWEEN FIRST 5 MONO AND FIRST 5 INYO COUNTY FOR THE PROVISION OF IMPACT LEGACY PROGRAM SERVICES

#### INTRODUCTION

WHEREAS, First 5 Mono (hereinafter referred to as "First 5") may have the need for IMPACT Legacy Program services of First 5 Inyo County, a California Governmental Agency (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

#### TERMS AND CONDITIONS

#### 1. SCOPE OF WORK

Contractor shall furnish to First 5, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by First 5 to Contractor to perform under this Agreement will be made by the Director of First 5 Mono, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon First 5's need for such services. First 5 makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by First 5 under this Agreement. By this Agreement, First 5 incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if First 5 should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at First 5's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and 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 2: Prevailing Wages
Exhibit 3: Bond Requirements
<b>Exhibit 4</b> : Invoicing, Payment, and Retention
Exhibit 5: Trenching Requirements
Exhibit 6: FHWA Requirements
Exhibit 7: CDBG Requirements
Exhibit 8: HIPAA Business Associate Agreem
Exhibit 9: Other

#### 2. TERM

The term of this Agreement shall be from July 1, 2025 until June 30, 2026, unless sooner terminated as provided below.

#### 3. CONSIDERATION

- A. <u>Compensation</u>. First 5 shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at First 5's request.
- B. <u>Travel and Per Diem</u>. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by First 5 under this Agreement, unless otherwise provided for in Attachment B.
- C. <u>No Additional Consideration</u>. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from First 5, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- D. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by First 5 to Contractor for services and work performed under this Agreement shall not exceed \$56,639.01, plus the amount of any change order(s) approved in accordance with authority delegated by the First 5 Commission (hereinafter referred to as "Contract Limit"). First 5 expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.
- E. <u>Billing and Payment</u>. Contractor shall submit to First 5 quarterly, by October 15, April 15, January 15, and July 15 of each year, an itemized statement of all services and work described in Attachment A, which were done at First 5's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, First 5 shall make payment to Contractor within 30 days of its receipt of payment from First 5 California. Should First 5 determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, First 5 shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

# F. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, First 5 will not withhold any federal or state income taxes or social security from any payments made by First 5 to Contractor under the terms and conditions of this Agreement.
- (2) First 5 shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).
- (3) Except as set forth above, First 5 has no obligation to withhold any taxes or payments from sums paid by First 5 to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. First 5 has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by First 5 to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

#### 4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by First 5. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with First 5 to ensure that all services and work requested by First 5 under this Agreement will be performed within the time frame set forth by First 5.

#### 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, 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 First 5. Contractor will provide First 5, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and First 5 as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, First 5 reserves the right to make such determinations for purposes of this Agreement.

#### 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. First 5 is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### 7. FIRST 5 PROPERTY

- A. <u>Personal Property of First 5</u>. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by First 5 pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of First 5. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.
- B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of First 5. At the termination of the Agreement, Contractor will convey possession and title to all such properties to First 5.

# 8. 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. applica	Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all ble):
	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 First 5 and provide proof of Workers' Compensation insurance to First 5 within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of First 5 for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify First 5 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 First 5 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 First 5.
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- Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - (1) Additional Insured Status: First 5, 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 First 5, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by First 5, its officers, officials, employees, or volunteers shall be excess of 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 First 5.
- (5) Waiver of Subrogation: Contractor hereby grants to First 5 a waiver of any right to subrogation which any insurer of said Contractor may acquire against First 5 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 First 5 has received a waiver of subrogation endorsement from the insurer.
- (6) Self-Insured Retentions: Self-insured retentions must be declared to and approved by First 5. First 5 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 First 5. 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 First 5. 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. First 5 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. First 5 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 First 5.
- (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 claimsmade 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 First 5 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 First 5 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. First 5 reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. First 5 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**: First 5 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 First 5. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, First 5, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of First 5 is to be considered an employee of Contractor. It is understood by both Contractor and First 5 that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to First 5 only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to First 5's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of First 5.

#### 10. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to First 5, indemnify, and hold harmless First 5, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold First 5, its agents, officers, and employees harmless applies to any

actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold First 5, its agents, officers, and employees harmless under the provisions of this paragraph 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.

#### 11. RECORDS AND AUDIT

- A. <u>Records</u>. 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 by substitute photographs, micrographs, or other authentic reproduction of such records.
- B. <u>Inspections and Audits</u>. Any authorized representative of First 5 shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that First 5 determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, First 5 has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

#### 12. 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.

#### 13. TERMINATION

This Agreement may be terminated by First 5 without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to First 5 thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph shall not apply.

# 14. ASSIGNMENT

This is an agreement for the personal services of Contractor. First 5 has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not

assign or subcontract this Agreement, or any part of it, without the express written consent of First 5. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of First 5.

#### 15. DEFAULT

If Contractor abandons the work, fails to proceed with the work or services requested by First 5 in a timely manner, or fails in any way as required to conduct the work and services as required by First 5, then First 5 may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, First 5 will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

For contracts that renew annually, termination for failure to provide required insurance certificates and endorsements shall be as set forth in paragraph 8.

#### 16. 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 22.

#### 17. 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 First 5.

#### 18. 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.

#### 19. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from First 5 in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with First 5, or who has been an adverse party in litigation with First 5, and concerning such, Contractor by virtue of this Agreement has gained access to First 5's confidential, privileged, protected, or proprietary information.

#### 20. 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.

#### 21. FUNDING LIMITATION

The ability of First 5 to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, First 5 has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 22.

#### 22. 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.

#### 23. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or First 5 shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

First 5 of Mono:

First 5 Mono Molly DesBaillets PO Box 130 Mammoth Lakes, CA, 93546 mdesbaillets@monocoe.org

#### Contractor:

First 5 Inyo County Katelyne Lent 1360 North Main Street Bishop, CA, 93514 klent@inyocounty.us

#### 24. 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. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signature, including but not limited Docusign or similar service, shall as deemed to be as valid and as enforceable as an original.

#### 25. 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.

FIRST 5 MONO	CONTRACTOR
By:	Ву:
Title: First 5 Mono Executive Director	Title: First 5 Inyo Executive Director
Dated:	
	Dated:
APPROVED AS TO FORM:	
County Counsel	
APPROVED BY RISK MANAGEMENT:	
Risk Manager	

#### ATTACHMENT A

# AGREEMENT BETWEEN FIRST 5 MONO AND FIRST 5 INYO COUNTY FOR THE PROVISION OF IMPACT LEGACY PROGRAM SERVICES SCOPE OF WORK:

First 5 California funds local programs on a regional level and First 5 Mono operates as the regional Hub/Grantee for programs implemented in both Inyo and Mono Counties.

Accordingly, this Agreement is created for the purpose of implementing IMPACT services in Inyo County, which are funded by First 5 California, through First 5 Mono County. Through this funding, Inyo County will implement IMPACT services that include the provision of coaching and advising Childcare providers in Inyo County through the activities outlined below.

First 5 Inyo will perform, or subcontract with the Inyo County Office of Education to perform, the following activities. All work provided will adhere to the First 5 California IMPACT Legacy program requirements as set forth in the 2025-26 IMPACT Legacy RFA.

The Contractor shall strive to develop systems that provide equitable quality early learning and care environments for all children aged 0 to 5 by expanding access to the Quality Counts California (QCC) quality rating and improvement system (QRIS) for priority populations not currently receiving quality support.

Safe, stable, nurturing relationships and environments, or SSNREs, are crucial to eradicating disparities and guarantee healthy development. F5CA's North Star states that Trauma-informed, healing-centered, and culturally responsive systems promote the safe, stable, nurturing relationships and environments necessary to eliminate inequities and ensure healthy development for all children. The F5CA Audacious Goal states that within a generation, children and their families will have access to early learning opportunities and resources that prepare all caregivers to address a range of developmental needs at home and in reasonably priced, high-quality early learning and care settings, are directly advanced by IMPACT Legacy.

## A. Regional Activities

1. Participation in Regional Hub Partnership (RHP). First 5 Inyo shall actively participate in RHP meetings, and timely respond to Regional Coordinator email requests.

Conduct or sub-contract with the Inyo County Office of Education to conduct the activities below as outlined in the Region 6 RFA

Priority Area A. Expand Access to Quality for Priority Children and Early Educators

<b>Priority Area Focus</b>	<b>Activities to Meet</b>	Timeframe	<b>Performance Measures</b>
	Priority Area		(how will you measure
	(How will you meet		activities)
	the Priority Area)		

I. Promoting nurturing adult-child interactions	playgroups and Home Visiting to engage	Participation data for home visiting and playgroups. Participant surveys. Provider QIPs and QIP progress. CLASS-focused observations, QIP development, and progress
	1	development, and progress
	coaching learning into	towards QIP goals.
	QIPs, offer classroom	

	<del>_</del>
observation to support	Hub funds will be braided
formulation of and	with local funds to extend
progress towards a	one on one and site level
CLASS-based teacher-	advising and coaching to
child interaction QIP.	maximize, regionalize
	practice, and reduce
	redundancies in funding to
	support providers.
	Activities will be conducted
	by First 5 Mono and Inyo
	County Office of Education
	coaching and support staff.
	D :1 1: C D4
	Provide a coaching CoP 4
	times a year to amplify
	local successes and
	learnings and practice to the
	regional level.

II.Supporting children's social and emotional well-being	Provide or develop playgroups and Home Visiting to engage families in promoting nurturing adult-child interactions. Provide ASQ and ASQ SE opportunity to all children enrolled at participating sites. Use ASQ data to support providers' tracking of children's developmental and social emotional progress over the course of the program year	to June 30, 2026 – ongoing	Participation data for home visiting and playgroups. Participant surveys. Provider QIPs and QIP progress. ASQ and ASQ SE individual child tracking document/ or provider completed ASQ rescreening over the course of the year.  Hub funds will be braided with local funds to extend one on one and site level advising and coaching to maximize, regionalize practice, and reduce redundancies in funding to support providers.  Activities will be conducted by First 5 Mono and Inyo County Office of Education coaching and support staff.
III. Reduce suspension and expulsion practices	Provide information on State provided trainings (e.g. CECO, CPIN, IECHMHC) Support inclusion of PD learning into QIPs Support referrals to early intervention services	August 2025- May 2026	PD completed to meet the 21 hour annual requirement for 50% of site teaching staff. QIP creation and progress.  Hub funds will be braided with local funds to extend one on one and site level advising and coaching to maximize, regionalize practice, and reduce redundancies in funding to support providers.  Activities will be conducted by First 5 Mono and Inyo County Office of Education coaching and support staff.
IV.Best practices for behaviors that are challenging to adults	Provide information on State provided trainings (e.g. CECO, CPIN, IECHMHC) via the monthly email. Support inclusion of PD	August 2025- May 2026	PD completed to meet the 21 hour annual requirement for 50% of site teaching staff. QIPs and QIP progress.  Standard Agreement Version 04 18 23

	learning into QIPs		Hub funds will be braided with local funds to extend one on one and site level advising and coaching to maximize, regionalize practice, and reduce redundancies in funding to support providers.  Activities will be conducted by First 5 Mono and Inyo County Office of Education coaching and support staff.
****	<b>.</b>		
V.Mitigate Adverse Childhood Experiences (ACEs)	IECHMHC) Support inclusion of PD	•	PD completed to meet the 21 hour annual requirement for 50% of site teaching staff. QIPs and QIP progress.
	learning into QIPs		Hub funds will be braided with local funds to extend one on one and site level advising and coaching to maximize, regionalize practice, and reduce redundancies in funding to support providers.  Activities will be conducted by First 5 Mono and Inyo County Office of Education coaching and support staff.
VI.Anti-bias and anti- racism	State provided trainings	•	PD completed to meet the 21 hour annual requirement for 50% of site teaching staff. QIPs and QIP progress.
			Hub funds will be braided with local funds to extend one on one and site level advising and coaching to maximize, regionalize practice, and reduce redundancies in funding to support providers.  Activities will be conducted
	14		by First 5 Monosaamnadd Algneyenoer

	County Office of Education coaching and support staff.

Priority Area B. Culturally Responsive Family Engagement				
Priority Area Focus	<b>Activities to Meet</b>	Timeframe	Performance Measures	
	Priority Area		(how will you measure	
	(How will you meet		activities)	
	the Priority Area)			
I.Building ELC provider capacity to authentically engage parents and families	Provide information on State provided trainings (e.g. CECO, CPIN, IECHMHC) . Support inclusion of PD learning into QIPs	•	PD completed to meet the 21 hour annual requirement for 50% of site teaching staff. QIPs and QIP progress.  Hub funds will be braided with local funds to extend one on one and site level advising and coaching to maximize, regionalize practice, and reduce redundancies in funding to support providers. Activities will be conducted	
			by First 5 Mono and Inyo County Office of Education coaching and support staff.	
II.Promoting the value	Provide information on		PD completed to meet the 21	
and impact of family engagement	State provided trainings (e.g. CECO, CPIN, IECHMHC) . Support inclusion of	August 2025- May 2026	hour annual requirement for 50% of site teaching staff. QIPs and QIP progress.	
	PD learning into QIPs		Hub funds will be braided with local funds to extend one on one and site level advising and coaching to maximize, regionalize practice, and reduce redundancies in funding to support providers. Activities will be conducted by First 5 Mono and Inyo County Office of Education coaching and support staff.	

Priority Area C. Inclusion and Support of Multilingual Learners

Priority Area Focus	<b>Activities to Meet</b>	Timeline	Performance Measures
	Priority Area		(how will you measure
	(How will you m <sub>1</sub> e <sub>5</sub> et		activities)
	the Priority Area)		Standard Agreement
	•	•	Version 04.18.23

I. Improve caregiving and instructional methodologies that promote culturally and linguistically appropriate and successful practices for caregivers and families of MLL children aged 0 to 5	, E	-	PD completed to meet the 21 hour annual requirement for 50% of site teaching staff. QIPs and QIP progress.  Hub funds will be braided with local funds to extend one on one and site level advising and coaching to maximize, regionalize practice, and reduce redundancies in funding to support providers. Activities will be conducted by First 5 Mono and Inyo County Office of Education and support staff.
			County Office of Education coaching and support staff.

# **B.** Local Activities

Support grant-defined focus areas as outlined in the Inyo response to the 2025-26 IMPACT RFA SOW below:

# Priority Area A. Expand Access to Quality for Priority Children and Early Educators

Priority Area Focus	Activities to Meet Priority Area (How will you meet the Priority Area)	ame Performance (how will you measure activities)
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Sample: Promoting nurturing adult-child interactions	Conducting parent child community circles/parent Cafes focused on early literacy and Stronger Starts messaging and resources	July 1, 2025, to June 30, 2026 – ongoing	Signing Sheet, Agendas, participant surveys
I.Promoting nurturing adult-child interactions	Develop and support Quality Improvement Plan (QIP) goals that include professional development and training through CECO and CPIN, focused on promoting nurturing adult-child interactions. These goals will be supported through annual advising meetings and ongoing coaching sessions with each participating site. Providers will self-select QIP goals from a menu of options outlined in this scope of work.	July 1, 2025 to June 30, 2026 - ongoing.	QIP, Certificates of Completion, Sign-in sheets, participant surveys

II.Supporting children's social and emotional well-being  Develop and support Quality Improvement Plan (QIP) goals that include professional development and training through CECO and CPIN, focused on supporting children's social and emotional well-being. These goals will be supported through annual advising meetings and ongoing coaching sessions with each participating site. Providers will self-select QIP goals from a menu of options outlined in this scope of work.	July 1, 2025 to June 30, 2026 - ongoing.	QIP, Certificates of Completion, Sign-in sheets, participant surveys
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III.Reduce suspension and expulsion practices	Develop and support Quality Improvement Plan (QIP) goals that include professional development and training through CECO and CPIN, with a focus on reducing suspension and expulsion practices. These goals will be addressed through annual advising meetings and ongoing coaching sessions with each participating site. Providers will self-select QIP goals from a menu of options outlined in this scope of work.	July 1, 2025 to June 30, 2026 - ongoing.	QIP, Certificates of Completion, Sign-in sheets, participant surveys
IV.Best practices for behaviors that are challenging to adults	Develop and support Quality Improvement Plan (QIP) goals that include professional development and	July 1, 2025 to June 30, 2026 - ongoing.	QIP, Certificates of Completion, Sign-in sheets, participant surveys

	training through CECO and CPIN, focused on best practices for addressing challenging behaviors. These goals will be supported through annual advising meetings and ongoing coaching sessions with each participating site. Providers will self-select QIP goals from a menu of options outlined in this scope of work.		
V.Mitigate Adverse Childhood Experiences (ACEs)	Host a training event with focus on mitigating ACE's	July 1, 2025 to June 30, 2026 - ongoing.	QIP, Certificates of Completion, Sign-in sheets, participant surveys
VI.Anti-bias and anti racism	Host CPIN Young Boys of Color-Creating Equitable Learning Environments training event (all 4 modules)	July 1, 2025 to June 30, 2026 - ongoing.	QIP, Certificates of Completion, Sign-in sheets, participant surveys

**Priority Area B. Culturally Responsive Family Engagement** 

Priority Area B. Culturally Responsive Family Engagement							
Priority Area Focus	Activities to Meet Priority Area (How will you meet the Priority Area)		frame Performance (how will you measure activities)				
I.Building ELC provider capacity to authentically engage parents and families	Provide information on CECO and CPIN Trainings. Support the inclusion of professional development learning into Quality Improvement Plans (QIPs) through annual advising meeting and ongoing coaching sessions with each participating site.	July 1, 2025 to June 30, 2026 - ongoing	QIP, Certificates of Completion, Sign-in sheets, participant surveys				
II.Promoting the value and impact of family engagement	Provide information on CECO and CPIN Trainings. Support the inclusion of professional development learning into Quality Improvement Plans (QIPs) through annual	July 1, 2025 to June 30, 2026 - ongoing.	QIP, Certificates of Completion, Sign-in sheets, participant surveys				

advising meeting and ongoing coaching sessions with each participating site		
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**Priority Area C. Inclusion and Support of Multilingual Learners** 

Priority Area Focus	Activities to Meet Priority Area (How will you meet the Priority Area)	Timeline	Performance Measures (how will you measure activities)
I.Improve caregiving and instructional methodologies that promote culturally and linguistically appropriate and successful practices for caregivers and families of MLL children aged 0 to 5	Provide information on CECO and CPIN Trainings. Support the inclusion of professional development learning into Quality Improvement Plans (QIPs) through annual advising meeting and ongoing coaching sessions with each participating site	July 1, 2025 to June 30, 2026 - ongoing.	QIP, Certificates of Completion, Sign-in sheets, participant surveys

#### ATTACHMENT B

# AGREEMENT BETWEEN FIRST 5MONO AND FIRST 5 INYO COUNTY FOR THE PROVISION OF IMAPCT LEGACY PROGRAM SERVICES SCHEDULE OF FEES:

Local Consortia: \$56,639.01 as outlined below

Total: \$56,639.01

The invoice review process will include verifying invoice amounts match back up documentation, adhere to the First 5 California approved budget categories, and meet grant requirements for allowable expenses. Monitoring and tracking budget spending will occur during the review process and will include tracking spending in relation to the approved budget and monitoring expenditures for contract compliance. If, upon review, a discrepancy is identified, First 5 Mono staff will contact First 5 Inyo via email to notify them of the identified discrepancies, ask for correction, and offer support as needed. Corrections will be due to the First 5 Mono Executive Director within 4 business days of receipt of the correction notice to ensure First 5 Mono has sufficient time to compile and submit the regional invoice by the deadline. After submission of invoices to First 5 California and receipt of funds from First 5 California, First 5 Mono will process payments to First 5 Inyo for receipt within one month of receipt from First 5 California.

Budget Category	IMPACT Legacy FY 2025-26				
Direct Costs					
Quality Improvement	\$		28,000		
Outreach and Communication	\$		5,442.88		
Incentives	\$		-		
Evaluation	\$		1		
Data collection and reporting	\$		13,618.84		
Other	\$		-		
Total Direct Costs	\$		47,061.84		
INDIRECT COSTS					
Administrative Personnel (not to exceed 15% of direct costs)	\$		7,221.48		
Other (not to exceed 15% of direct costs)	\$		2,355.69		
Total Indirect Costs	\$		-		
Total Amount		\$	56,639.01		
Match amount	\$		9,439.84		



Commissioners: Stephanie Tanksley • Darcia Blackdeer-Lent • Heather Carr • Lindsey Ricci • Josie Rogers • Trina Orrill • William Wadelton

# **ATTACHMENT #3**

First 5 Special Meeting, September 24, 2025

ITEM 4. Contract with ICOE for IMPACT Implementation Services

#### Summary:

First 5 Inyo County contracts with Inyo County Office of Education (ICOE) to provide local IMPACT implementation services, including coaching, provider support, and quality improvement activities for child care providers.

#### Purpose of Item:

Approval of this item authorizes the First 5 Director to execute a contract with ICOE in the amount of \$48,143.16. The contract will allow ICOE to carry out implementation services required under the IMPACT program. A final draft contract may not be available at the time of Commission review; approval will permit the Director to execute once the contract is finalized.

# Fiscal Impact:

Contract amount of \$48,143.16 for FY 2025-26, funded through First 5 California IMPACT allocation.

#### **Recommendation:**

Staff recommends the Commission authorize the First 5 Director to enter into a contract with ICOE for IMPACT implementation services in the amount of \$48,143.16.

Action Requested: Approve authorization for the First 5 Director to execute a contract with ICOE in the amount of \$48,143.16 for IMPACT implementation services.