

ATTACHMENT A

**County of Santa Barbara
Betteravia Government Child Care Center
SERVICE AGREEMENT**

THIS AGREEMENT (hereafter AGREEMENT) is made by and between the **County of Santa Barbara County Executive Office** (hereafter COUNTY) and **Early Development Services, Inc.** (hereinafter Operator), having its principal place of business at PO Box 1747 Seaside, CA 93955 (hereafter OPERATOR) wherein OPERATOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, COUNTY and OPERATOR have entered into a lease agreement (LEASE) that permits the use of the portion of the Property at 2125 Centerpointe Parkway, Santa Maria, Ca 93454 designated for a child care center (hereinafter "CENTER"); and

WHEREAS, COUNTY wishes to retain OPERATOR to provide the daily operations and management of the child care center pursuant to the terms and conditions of this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the LEASE, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** **Terri Maus-Nisich** and/or **Ben Romo**, at phone number s in section 2 below, are the representatives of the COUNTY and will administer this AGREEMENT for and on behalf of COUNTY. **Shannan Watkins** at phone number **(831) 393-2246** is the authorized representative for OPERATOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this AGREEMENT shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Terri Maus-Nisich, Assistant CEO
COUNTY of Santa Barbara
County Executive Office
123 E. Anapamu Street
Santa Barbara, CA 93101
Phone: (805) 568-3412

And/Or

Ben Romo, Executive Director
First 5 Children and Families Commission of Santa Barbara County
1306 Santa Barbara Street
Santa Barbara, Ca 93101
Phone: (805) 884-8085

To OPERATOR: Shannan Watkins, Executive Director
Early Development Services, Inc.
1450 Elm Avenue
Seaside, CA 93955
(831)393-2246

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** OPERATOR agrees to provide services to the COUNTY in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. **TERM.** OPERATOR shall commence performance on September 28, 2015 and end June 30, 2020, unless otherwise directed by the COUNTY or unless earlier terminated. All insurance certificates must be current and proof of insurance must be provided prior to execution of contract.

5. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that OPERATOR, (including any and all of its officers, agents, and employees), shall perform all of its services under this AGREEMENT as an independent OPERATOR as to COUNTY and not as an officer, agent, servant employee, joint venturer, partner, or associate of COUNTY. OPERATOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

6. **STANDARD OF PERFORMANCE.** OPERATOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this AGREEMENT. Reimbursements for services can be based on performance or compliance with reporting. All products of whatsoever nature which OPERATOR delivers to COUNTY pursuant to this AGREEMENT shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in OPERATOR's profession. OPERATOR shall correct or revise any errors or omissions, at the COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by OPERATOR without additional compensation.

7. **DEBARMENT AND SUSPENSION.** OPERATOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts. OPERATOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

8. **TAXES.** OPERATOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this AGREEMENT and shall make any and all payroll deductions required by law. The COUNTY shall not be responsible for paying any taxes on OPERATOR's behalf, and should the COUNTY be required to do so by state, federal, or local taxing agencies, OPERATOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** OPERATOR covenants that OPERATOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. OPERATOR further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by OPERATOR. COUNTY retains the right to waive a conflict of interest disclosed by OPERATOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to OPERATOR in writing.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by OPERATOR in performing the services provided herein.

11. **RECORDS, AUDIT, AND REVIEW.** OPERATOR shall keep such business records pursuant to this AGREEMENT as would be kept by a reasonably prudent practitioner of OPERATOR's profession and shall maintain such records for at least four (4) years following the termination of this AGREEMENT. All accounting records shall be kept in accordance with generally accepted accounting practices OPERATOR shall participate in any audits and review, whether by COUNTY or the State, at no charge to COUNTY.

12. **INDEMNIFICATION AND INSURANCE.** OPERATOR agrees to the indemnification and insurance provisions as set forth in accordance with the provisions of LEASE.

13. **NONDISCRIMINATION.**

A. COUNTY hereby notifies OPERATOR that the COUNTY OF SANTA BARBARA's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this AGREEMENT and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and OPERATOR agrees to comply with said ordinance.

B. OPERATOR will serve its target population in an environment that is free of discrimination and sensitive to differences of people working towards the common goal of children ready to enter elementary school as healthy and active learners, including sensitivity to differences of gender, race, ethnicity, class, age, physical ability, sexual orientation or other life experiences.

14. **ASSIGNMENT.** OPERATOR shall not assign any of its rights nor transfer any of its obligations under this AGREEMENT without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

15. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

16. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved by COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

18. **SOLE RECOURSE.** OPERATOR'S sole remedy is against the COUNTY and COUNTY Trust Funds and OPERATOR will not seek damages, specific performance, or other relief from the County of Santa Barbara or its agencies or employees.

19. **TIME IS OF THE ESSENCE.** Time is of the essence in this AGREEMENT and each covenant and term is a condition herein.

20. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this AGREEMENT to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

21. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this AGREEMENT, along with the LEASE, contains the entire understanding and AGREEMENT of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This AGREEMENT may be altered, amended or modified only by an instrument in writing, executed by the parties to this AGREEMENT and by no other means. Each party waives their future right to claim, contest or assert that this AGREEMENT was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

22. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this AGREEMENT, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. **COMPLIANCE WITH LAW.** OPERATOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this AGREEMENT. The judgment of any court of competent jurisdiction, or the admission of OPERATOR in any action or proceeding against OPERATOR, whether COUNTY be a party thereto or not, that OPERATOR has violated any such ordinance or statute, shall be conclusive of that fact as between OPERATOR and COUNTY.

24. **CALIFORNIA PENAL CODE- MANDATED REPORTING,** OPERATOR and all subcontractors shall comply with the training requirements for identification and reporting of child abuse, contained in Penal Code Section 11165.7. OPERATOR shall have established procedures for paid

and volunteer staff for reporting suspected child abuse cases. The procedure shall be made available to the COUNTY upon request.

- A. OPERATOR employees, volunteers, and subcontractors who have direct contact with children must receive annual training and sign a statement that he or she know of the child abuse reporting laws and will comply with requirements. All training shall be documented in an individual's personnel file.
- B. OPERATOR must receive CA fingerprint clearance for all employees, volunteers and subcontractors who provide direct services to children which state that they do not have a criminal history which would compromise the safety of children.

25. **CALIFORNIA LAW.** The laws of the State of California shall govern this AGREEMENT. Any litigation regarding this AGREEMENT or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

26. **EXECUTION OF COUNTERPARTS.** This AGREEMENT may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

27. **AUTHORITY.** All signatories and parties to this AGREEMENT warrant and represent that they have the power and authority to enter into this AGREEMENT in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this AGREEMENT have been fully complied with. Furthermore, by entering into this AGREEMENT, OPERATOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which OPERATOR is obligated, which breach would have a material effect hereon.

28. **DEFAULT:** Should OPERATOR at any time be in default with respect to the performance of any of its promises, covenants or agreements herein contained or contained in the LEASE, and should such default continue for TEN (10) days after written notice thereof from COUNTY to OPERATOR specifying the particulars of such default; or if OPERATOR'S right of possession is terminated by COUNTY because of OPERATOR'S breach of this Agreement, this Agreement terminates at the option of the COUNTY.

29. **TERMINATION:** This AGREEMENT, or any extension thereof shall, at the option of the COUNTY, terminate and all rights of OPERATOR hereunder shall cease:

- A. At the expiration of the term; or
- B. Upon OPERATOR'S failure to maintain a license issued by the California State Department of Community Care Licensing (CCL), as required in Scope of Services Exhibit A Section 1.f; or
- C. Upon failure of OPERATOR to satisfy or perform any of the covenants, conditions or reservations set forth in this AGREEMENT or in the LEASE,

- or any amendment thereof and the expiration of a cure period of TEN (10) days from notification per AGREEMENT section 28, DEFAULT; or
- D. Upon termination of the LEASE: or
 - E. Upon ninety (90) days written notice of termination by either party, which may be given with or without cause, at any time.

30. **PRECEDENCE:** In the event of conflict between the provisions contained in the numbered sections of this AGREEMENT and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

31. **FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES:** In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy two (72) hours of transmission; however, funds shall not be released nor shall documents be accepted for recordation by the Clerk Recorder of the COUNTY until such documents bearing original signatures are received by COUNTY.

32. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this AGREEMENT to be effective on the date executed by Board of Supervisors.

ATTEST:

COUNTY OF SANTA BARBARA

By _____

By _____

CLERK OF THE BOARD

Chair, Board of Supervisors

Date: _____

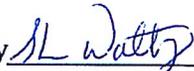
By _____

Deputy Clerk

COUNTY EXECUTIVE OFFICE

EARLY DEVELOPMENT SERVICE, INC.

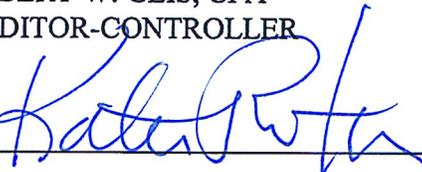
By  _____

By  _____
Shannan Watkins, Executive Director
73-1656591

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By  _____

By  _____

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By  _____

EXHIBIT A
SCOPE OF SERVICES

1. Provision of Child Care Services. OPERATOR shall perform the daily operations and management of the Center as required to satisfactorily operate the Center at the Betteravia Government Child Care Center at 2125 Centerpointe Parkway, Santa Maria, 93454, per LEASE and will fulfill the responsibilities set forth in this AGREEMENT. This includes staffing the Center, maintaining maximum enrollment, and performing all other activities associated with running a child care center.
 - a. Operation of the CENTER Except for the equipment and services expressly provided by the COUNTY, as outlined in this AGREEMENT in Section 2 and in the LEASE, OPERATOR shall solely operate and manage the CENTER. OPERATOR shall exercise reasonable care in the use of COUNTY facilities and COUNTY-supplied equipment and consumables.
 - b. CENTER Design The CENTER is designed to serve a maximum of 42 FTE child spaces at any one time. The actual enrollment in the CENTER may vary depending on the age mix and groupings in place on any given day.
 - c. Project Manager COUNTY and OPERATOR shall designate in writing an employee or agent to serve as contact point for all matters related to this AGREEMENT.
 - d. Child Care Services Offered OPERATOR agrees to provide full-day and part-day high quality child care services to COUNTY employees and other eligible families with children ages 6 weeks through 5 years, year-round. OPERATOR agrees to provide services that meet all conditions and quality standards set forth in this AGREEMENT. The CENTER shall be available to enrolled families 11 hours daily, per individual schedules, Monday through Friday, with the exception of COUNTY holidays, which include 10 national holidays, plus Christmas and New Year's days. Holiday schedule will be provided to OPERATOR by COUNTY upon approval of this AGREEMENT, and then by December 15 each year for each of the following years. OPERATOR is expected to provide flexibility in hours of operations based upon the business needs of COUNTY and parents.
 - e. OPERATOR will operate a model child care program design that continually aligns with local quality best practices and meets the needs of the COUNTY and parents.
 1. OPERATOR shall establish and maintain a high quality child care program, meeting or surpassing all State of California child care licensing requirements, the current standards and criteria of the National Association for the Education of Young Children (NAEYC), and criteria for the county's QRIS.
 2. OPERATOR shall provide sufficient direct care staff at all times to meet

or exceed the staff/child ratios according to NAEYC criteria for high quality child care programs. The direct care staff shall include a mix of lead teachers, teachers and other staff so that each child and individual placing the child in the CENTER has reasonable access to direct care staff throughout the CENTER's hours of operation.

3. A developed curriculum shall be utilized by OPERATOR that has been demonstrated through research to make a positive impact upon a child's emotional, cognitive, and social development and is appropriate for the ages of children whom the program serves.
 4. OPERATOR shall participate, to the fullest extent possible, in all of the quality improvement projects offered by FIRST 5 funded programs and other local quality improvement programs.
 5. OPERATOR must actively participate in Santa Barbara County's Preschool and Child Care Quality Counts Quality Rating and Improvement program (QRIS) and ensure the CENTER is accredited by the National Association for the Education of Young Children as soon as is possible after beginning operation of the site. If there is a delay in becoming accredited, OPERATOR will ensure that its programming staff and administrative functions meet accreditation standards within 90 days of the commencement of this AGREEMENT, and continue to do so until accredited.
- f. Licensing OPERATOR shall obtain and maintain a license in good standing at all times, i.e. be in substantial compliance with applicable statutes and regulation from the State Department of Community Care Licensing (CCL). If OPERATOR'S license should lapse, be revoked, or placed on a Compliance Plan, or falls below the criteria stated in this AGREEMENT, COUNTY may terminate services. OPERATOR is to notify FIRST 5 immediately if CENTER is involved in any administrative action from CCL, or if there are substantial changes to OPERATOR' standing with CCL. In the event that OPERATOR's license should lapse, or be revoked, this AGREEMENT shall automatically terminate, and OPERATOR must cease the provision of services immediately, and must vacate the CENTER within 30 days.

The program must be licensed for a total of not more than 42 children at a given time from 6 weeks through 5 years, with proportional ages served based on COUNTY parent needs. OPERATOR agrees to operate in accordance with all Federal, State and local laws, rules and regulations and conform to the general licensing and operating requirements of the California Code of Regulations, Title 22, Division 12 and Title 5 if applicable. OPERATOR shall forward to COUNTY a copy of all licensing visit reports.

- g. CENTER Eligibility and Enrollment OPERATOR is responsible for handling enrollment and eligibility verification as vacancies arise and maintaining waiting

lists.

1. The primary purpose of the Center is to serve County employees, with a target of 75% of children enrolled from County employee families.
2. Eligibility and Priority for Enrollment of children for the CENTER shall be as follows:
 - a. First Priority: children of COUNTY employees (including step-children, foster children and other legal dependents).
 - b. Second Priority: children of employees of other local, state, and federal governmental entities who live in Santa Barbara COUNTY or whose work location is in Santa Barbara COUNTY.
 - c. Third Priority: other community families.

The COUNTY and OPERATOR may jointly evaluate and modify any procedures, guidelines, and/or application thereof established under this Article during this AGREEMENT.

h. Fees and Tuition

- a. Parent Fees The individual placing a child in the CENTER will be responsible for Parent Fees and Tuitions, or obtaining payment for such.
- b. Fee Schedules. OPERATOR has established a fee schedule for the CENTER for the first year of this AGREEMENT (EXHIBIT B), to take effect no earlier than December, 2015. Future OPERATOR fee schedules will allow for the transition of current families, reflect a higher rate for non-COUNTY employees and address CENTER ELIGIBILITY AND ENROLLMENT requirements in section 2.g. All rates are Not To Exceed amounts, and may be set lower to meet family needs.
- c. Fee Increases – Any additional increase in tuition requires approval by COUNTY. OPERATOR may request an increase by sending a written proposal to COUNTY at least 60 days prior to the proposed commencement of the new fees. COUNTY will review and will consider in its decision affordability for parents, market rate for the area and potential impact on enrollment.
- d. Fee Increase Notification Parents must receive at least 30 days' notice of any tuition increase.

2. Administration of the CENTER

- a. Monitoring/Evaluation COUNTY will monitor the operation of the CENTER in any manner it deems necessary, which is consistent with law. The COUNTY will interact with OPERATOR, assuring AGREEMENT compliance and the success of the

CENTER.

b. Marketing

- i. OPERATOR shall establish and implement a detailed annual marketing plan for the CENTER for each calendar year of this AGREEMENT, beginning in January, 2016. The annual marketing plan shall include, but is not limited to, regular educational classes, open houses, tours, children's programs, departmental outreach and other events. OPERATOR and COUNTY must agree, in writing, to changes in the marketing plan.
- ii. Costs for marketing and promoting the CENTER shall be the obligation of OPERATOR.

c. Recruiting and Maintaining Staff OPERATOR is solely responsible for recruiting and maintaining high-quality staff.

- i. OPERATOR shall perform a background check, consistent with state licensing requirements, of all staff employed by OPERATOR to work at the CENTER, prior to the employee's first day of work. The OPERATOR shall have the background check on file at the CENTER prior to staff employment.

d. Maintenance and Repair Responsibilities for the Maintenance and Repair of CENTER are identified in the LEASE.

e. Equipment and Furniture OPERATOR shall have full responsibility for selecting and providing, at its sole cost, all necessary program furnishings, equipment and supplies with the exception of such items that are the property of the COUNTY, in accordance with LEASE. OPERATOR agrees to maintain equipment and furnishings in safe and working order.

- i. An inventory of all COUNTY equipment and furniture to be utilized by OPERATOR shall be created and agreed upon within 30 days of commencement of this AGREEMENT.
- ii. Equipment Replacement/Repair OPERATOR shall notify the COUNTY of any loss or unserviceability of any COUNTY-supplied equipment within five (5) business days after the loss or the unserviceability is discovered. Disposal of COUNTY-supplied equipment is prohibited without prior approval of the COUNTY. OPERATOR shall be responsible for any fees or costs associated with the unauthorized disposal of COUNTY-owned or supplied equipment, up to and including the cost of replacement. The COUNTY will work with OPERATOR to replace lost or unserviceable COUNTY-supplied equipment. If it is determined an OPERATOR employee, representative, or agent is responsible for the loss or damage to any COUNTY supplied equipment (not attributable to normal wear and

tear), OPERATOR shall be responsible for replacing the lost or unserviceable equipment.

- iii. All property paid for by the COUNTY or supplied by the COUNTY shall be deemed the personal property of the COUNTY during this AGREEMENT and after the termination or cancellation of this AGREEMENT. Upon termination or cancellation of this AGREEMENT, all property paid for or supplied by the COUNTY shall remain in or around the CENTER.

- f. Accountability and Reporting OPERATOR shall provide mechanisms of accountability and quality control, and will provide information, such as: staff credentials, staffing assignments, programming information, attendance records, complaint and accident logs, action plans to improve operations, written policies and procedures and similar reports, on request to COUNTY regarding any aspect of the operation of the CENTER unless access is otherwise prohibited by law.

OPERATOR shall submit to COUNTY the following reports:

- i. Accident/Injury Report where an external intervention or medical attention was required. (due within 24 hours of occurrence)
- ii. Quarterly Reports – due monthly by the 21st day of October, January, April and July:
 - a. Enrollment by classroom
 - b. Staff to children ratios by classroom
 - c. Marketing activities
 - d. Potential/existing problems at CENTER
 - e. Staff turnover
 - f. Enrollment and Waiting List in these categories: COUNTY Employees, Other Government employees, and any non-COUNTY employees.
- iii. Annual Report – due on or before February 25th beginning 2016:
 - a. Updated Inventory of Contractor and COUNTY Equipment
 - b. Proposed budget, including fees, for upcoming (fiscal) year
 - c. Results of Annual Parents' Survey

3. COUNTY Responsibilities. COUNTY agrees to the following:

- a. Facility Use The COUNTY hereby allows OPERATOR to use a portion of the first floor of the Social Services Building, and a fenced area of land adjacent to the Center, all located at the Betteravia Government Center, 2125 Centerpointe Parkway, Santa Maria, California 93454, as specified in the LEASE, between the hours of 6:00 a.m. and 7:00 p.m., Monday through Friday. Access to the facility for

evenings and weekends is available per the LEASE section 4.

- b. Quality of Services As the quality of the program is of utmost importance to the COUNTY, OPERATOR will be offered support through the Preschool and Child Care Quality Counts program, which provides assistance with planning, coaching, technical assistance and small grants to achieve accreditation and improved quality through the county's Quality Rating and Improvement System (QRIS).
- c. Marketing COUNTY shall work with OPERATOR to market the CENTER to COUNTY employees, including, but not limited to posting of information in COUNTY buildings and on websites, and presentations to elected officials and employee groups, based on a marketing plan created by OPERATOR. Continued support of the OPERATOR marketing plan will be contingent upon OPERATOR'S successfully meeting or exceeding the quality criteria set forth in this AGREEMENT.

EXHIBIT B

**Early Development Services
Betteravia Children's Center**

**Monthly Tuition Rates
2015/2016**

(To begin no earlier than December, 2015)

Monday-Friday Tuition Rates Based on 9-Hours per Day; Full day/fully week equivalent				
Age Group	County employees		Community	
	Weekly	Monthly	Weekly	Monthly
Infants	\$ 242	\$ 1025	\$ 275	\$ 1150
Toddlers	\$ 212	\$ 900	\$ 240	\$ 975
Preschool	\$ 185	\$ 775	\$ 200	\$ 850