



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

Teleconference Only - No Physical Location

Regular Meeting June 9, 2020

TELECONFERENCE INFORMATION

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. This altered format is in observance of recommendations by local officials that precautions be taken, including social distancing, to address the threat of COVID-19.

Important Notice to the Public Regarding COVID-19

Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

1. There is no physical location of the meeting open to the public. You may participate in the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/91499714124>.

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 914 9971 4124.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Webinar ID 914 9971 4124.

To provide public comment (at appropriate times) during the meeting, press *9 to raise your hand.

2. If you are unable to join the Zoom Webinar of the Board meeting you may still view the live stream of the meeting by visiting http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

ON THE WEB: You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

4. DEPARTMENT/COMMISSION REPORTS

5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Board Minutes - April 21, 2020

Departments: Clerk of the Board

Approval of the Board minutes for the Regular meeting on April 21, 2020.

Recommended Action: Approve the Board minutes for the Regular meeting on April 21, 2020.

Fiscal Impact: None.

B. Board Minutes - April 28, 2020

Departments: Clerk of the Board

Approval of the Board Minutes of the Special meeting on April 28, 2020.

Recommended Action: Approve the Board Minutes of the Special meeting on April 28, 2020.

Fiscal Impact: None.

C. Board Minutes - April 30, 2020

Departments: Clerk of the Board

Approval of the Board Minutes of the Special meeting on April 30, 2020.

Recommended Action: Approve the Board Minutes of the Special meeting on April 30, 2020.

Fiscal Impact: None.

D. Board Minutes - May 5, 2020

Departments: Clerk of the Board

Approval of the Board Minutes of the Board of Supervisors Regular meeting on May 5, 2020.

Recommended Action: Approve Board Minutes of the Board of Supervisors Regular meeting on May 5, 2020.

Fiscal Impact: None.

E. Board Minutes - May 8, 2020

Departments: Clerk of the Board

Approval of the Board Minutes of the Board of Supervisors Special meeting on May 8.

Recommended Action: Approve Board Minutes of the Board of Supervisors Special Meeting on May 8, 2020.

Fiscal Impact: None.

F. Board Minutes - May 14, 2020

Departments: Clerk of the Board

Approval of Board Minutes of the Board of Supervisors first Special Meeting on May 14, 2020.

Recommended Action: Approve Board Minutes of the Board of Supervisors first Special Meeting on May 14, 2020.

Fiscal Impact: None.

G. Board Minutes - May 14, 2020 (Special)

Departments: Clerk of the Board

Approval of Board Minutes of the Board of Supervisors second Special Meeting on May 14, 2020.

Recommended Action: Approve Board Minutes of the Board of Supervisors second Special Meeting on May 14, 2020.

Fiscal Impact: None.

H. Easement Deed to Mammoth Community Water District for Civic Center Water and Sewer Infrastructure; Relinquishment and Elimination of Old

Easement

Departments: Public Works

Approval of deed granting to Mammoth Community Water District an easement for Mono County Civic Center water and sewer infrastructure and facilities maintenance; and authorize Public Works Director to accept and record a quitclaim deed from Mammoth Community Water District relinquishing and eliminating a portion of an unused existing easement on the Civic Center property.

Recommended Action: (1) Approve and authorize County Administrator to execute an easement deed for water and sewer infrastructure to Mammoth Community Water District (MCWD) for the Mono County Civic Center substantially in the form shown in the attached documents; and, (2) Adopt Resolution R20-____, Authorizing the Public Works Director to accept and record a quitclaim deed that will relinquish and eliminate a 15-foot wide portion of a MCWD waterline easement over the Mono County Civic Center property that was previously granted to MCWD by the Southern Mono Healthcare District but is no longer needed by MCWD.

Fiscal Impact: None. All MCWD fees and construction of the infrastructure and facilities were previously paid out of the budget for the Mono County Civic Center.

I. Mono County Statement of Investment Policy

Departments: Finance

This is a request for a minor revision to the Mono County Statement of Investment Policy increasing the Local Area Investment Fund (LAIF) investment maximum balance from \$65 million to \$75 million. Change is necessary to accommodate the anticipated receipt of MUSD general obligation bond proceeds of \$27 million later in June 2020 into the Mono County Investment Pool.

Recommended Action: Approve the Mono County Statement of Investment Policy, as presented or amended.

Fiscal Impact: None

J. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 4/30/2020.

Recommended Action: Approve the Treasury Transaction Report for the month ending 4/30/2020.

Fiscal Impact: None

6. CORRESPONDENCE RECEIVED

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Friends of the Inyo Comments on Draft Groundwater Sustainability Plan for Indian Wells Valley Groundwater Basin

Friends of the Inyo comments on the draft Groundwater Sustainability Plan for Indian Wells Valley Groundwater Basin.

B. Letter to Board re: Mono County Law Enforcement Policies, Training, and Budget

A letter from Claire Landowski regarding law enforcement policies, training, and budget in Mono County, including a recent social media post, and a list of suggestions she hopes to be considered.

7. REGULAR AGENDA - MORNING

A. First 5 FY 2018-19 Evaluation Report

Departments: First 5

10 minutes (5 minute presentation; 5 minute discussion)

(Molly DesBaillets, Executive Director) - Evaluation of services provided to families and children prenatal to five years old in Mono County for Fiscal Year 2018-19.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. COVID-19 (Coronavirus) Update

Departments: CAO

(Bob Lawton, CAO) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: (1) Public Health Update; (2) Update and discussion regarding campgrounds and lodging. (3) Recreation.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. Loan Agreement with Affordable Housing Alliance II, Inc. (dba Integrity Housing) for Development of Permanent Supportive/Affordable Housing

Project

Departments: Behavioral Health

20 minutes (10 minute presentation, 10 minute discussion)

(Amanda Greenberg) - Presentation Regarding and Approval of Predevelopment Loan Agreement with Affordable Housing Alliance II, Inc. (dba Integrity Housing) for Development of Permanent Supportive and Affordable Housing Project

Recommended Action: (1) Receive staff presentation on project and loan agreement; (2) review, approve, and authorize the County Administrative Officer to execute, in conjunction with the Mono County Counsel's Office and the Mono County Risk Manager, a loan agreement substantially in the same form; and (3) provide any other direction to staff.

Fiscal Impact: No general fund impact. The loan includes \$306,021 from the Mental Health Services Act (MHSA) program fund and \$24,000 No Place Like Home Technical Assistance program fund for a total of \$330,021. The expenditure of the MHSA funds on this project is outlined in the Mono County Behavioral Health MHSA FY 19-20 Annual Update in the Updated Reversion Expenditure Plan.

D. Confirmation of Public Hearing Date and Location for Tioga Inn Specific Plan Amendment #3 and Final Subsequent Environmental Impact Report (FSEIR)

Departments: Community Development

10 minutes

(Wendy Sugimura) - Determination of dates and location for the Tioga Inn Specific Plan Amendment #3 and Final Subsequent Environmental Impact Report public hearing before the Board of Supervisors.

Recommended Action: 1. Receive update on available venues. 2. Direct staff to schedule the Tioga Inn Specific Plan public hearing for June 29 and 30 at the preferred location. 3. Provide any other desired direction.

Fiscal Impact: None.

E. Employment Agreement - Robert (Bob) Lawton

Departments: Board of Supervisors

Fifteen Minutes

Proposed resolution approving a contract with Bob Lawton as County Administrative Officer and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution #R20-____, approving a contract with Robert Lawton as County Administrative Officer

and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The fiscal impact for the remainder of FY 2019-20 is \$18,235 (salary is \$14,301 and benefits is \$3,934). The fiscal impact for next year is \$225,199 (salary is \$180,000 and benefits is \$45,199).

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

9. CLOSED SESSION

A. Closed Session - Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Public Employment

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono and Sierra Club v. Los Angeles Dept. of Water and Power et al.* (Alameda Superior Court Case No. RG18923377).

D. Closed Session - Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

10. BOARD MEMBER REPORTS

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

ADJOURN



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - April 21, 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of the Board minutes for the Regular meeting on April 21, 2020.

RECOMMENDED ACTION:

Approve the Board minutes for the Regular meeting on April 21, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|-----------------------------------------|
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| 4-21-2020 Draft Minutes |

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 6/4/2020 2:06 PM | County Administrative Office | Yes |
| 6/2/2020 11:34 AM | County Counsel | Yes |
| 5/28/2020 5:29 PM | Finance | Yes |



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.
Teleconference Only - No Physical Location

**Regular Meeting
April 21, 2020**

| | |
|----------------------|--------------------------|
| Flash Drive | No Recorder |
| Minute Orders | M20-73 – M20-76 |
| Resolutions | R20-37 – R20-41 |
| Ordinance | ORD20-05 Not Used |

9:05 AM Meeting Called to Order by Chair Corless.

*Supervisors Present: Corless, Gardner (teleconference), Kreitz, Peters (teleconference), and Stump (teleconference).
Supervisors Absent: None.*

All votes were conducted by roll call.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Gardner.

Supervisor Corless:

- Asked to close meeting in honor of Michael O’Kelly.
- No Covid-19 (Coronavirus) Update on today’s agenda – that item will be on tomorrow’s agenda when the Mono County Board of Supervisors meets with the Town of Mammoth Lakes Town Council.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

Supervisor Corless:

- Yogi Berra, “If you don’t know where you are going, you might wind up someplace else.”

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Bob Lawton, Acting CAO:

- Most of his time is taken up by Covid-19 related things.
- Supported the community meetings on the 14th and 15th.

4. DEPARTMENT/COMMISSION REPORTS

Janet Dutcher, Finance Director:

- Her department has collected 95.85 percent of the assessed value for property taxes.

Sheriff Braun:

- Swearing in two new employees this morning – Alex Flores and Jose Salazar.

Bryan Wheeler, Public Health:

- Department is preparing for move to new building.
- Thinking about how Covid is going to change how the department operates.

5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Authorization to Apply for Grant Funds in Support of Household Hazardous Waste Programs

Departments: Public Works - Solid Waste

(Justin Nalder) - Proposed Resolution authorizing the application for Household Hazardous Waste Grant funds through CalRecycle for a period of five years.

Action: Adopt proposed Resolution R20-37, Authorizing the application for Household Hazardous Waste Grant funds through CalRecycle for a period of five years.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

R20-37

B. Behavioral Health Advisory Board Appointments

Departments: Board of Supervisors

Mono County Behavioral Health Advisory Board Appointments. The mission of the Behavioral Health Advisory Board (BHAB) is to support individuals by promoting recovery, self-determination, and wellness in all aspects of life. The Board advises and evaluates the various functions and policies of the Behavioral Health Department that are under the direction of the Behavioral Health Director and jurisdiction of the Mono County Board of Supervisors (BOS).

Note:

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Action: Make the following re-appointments to the Mono County Behavioral Health Advisory Committee: Carolyn Balliet and Ingrid Braun to three-year terms. Each term expires January 31, 2022. Make the following appointments to the Mono County Behavioral Health Advisory Board: Dirk Addis, Rolf Knutson, and Matthew O'Connor to three-year terms; each term expires January 31, 2023. Antonio Caligiuri to fill a vacancy that expires January 31, 2022.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

M20-73

6. CORRESPONDENCE RECEIVED

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Application for Alcoholic Beverage License - Mono Market

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Monomarket, Inc. doing business as Mono Market located on Main Street, Lee Vining, CA., 93541.

B. Hunewill Ranch Conservation Easement

The State of California Wildlife Conservation Board will consider an allocation of a grant to the Eastern Sierra Land Trust to assist in its acquisition of a conservation easement over 4,100 acres of land for preservation and enhancement of wildlife habitat located in the Bridgeport area of Mono County. See the attached letter for the Assessor's Parcel Numbers and additional details.

Supervisor Peters

- Spoke about Hunewill Ranch.
- Thanked everyone for their work.

Kay Ogden:

- Thanked the Board, and the Hunewill family.

C. Inyo - Mono 4-H Road Runner Newsletter Spring 2020

The Inyo-Mono 4-H Road Runner Newsletter for Spring 2020.

7. REGULAR AGENDA - MORNING

A. Reimbursement of Election Costs

Departments: Elections

(Shannon Kendall) - Invoice for the Mammoth Lakes Fire Protection District for partial reimbursement of measure on the March 3, 2020 ballot.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Action: Approve invoice to the Mammoth Lakes Fire Protection District as prepared by the Elections Official.

Kreitz moved; Gardner seconded

Vote: 5 yes; 0 no

M20-74

Shannon Kendall, Registrar

- Introduced item.

B. Approval of Letter to Governor Newsom in Support for All-Mail November Election

Departments: Elections

(Shannon Kendall, Registrar of Voters) - Approval of letter to Governor Newsom, advocating for an All-Mail Ballot November Election and asking that Elections Officials have flexibility on the provision of "in-person" services on election day.

Action: Approve and authorize Chair Corless to sign a letter to Governor Newsom in support of conducting the November Presidential Election as an "all-mail" ballot election and in support of allowing the Registrar of Voters to have flexibility in determining how best to offer any required "in person" voting services.

Kreitz moved; Peters seconded

Vote: 5 yes; 0 no

M20-75

Shannon Kendall, Registrar

- Introduced item.

C. Proposed Resolution Temporarily Allowing Cannabis Delivery within the Unincorporated Area of Mono County

Departments: Community Development

(Wendy Sugimura) - Proposed resolution temporarily allowing cannabis delivery within the unincorporated area of Mono County.

Action: Adopt proposed resolution R20-38, Temporarily allowing cannabis delivery by licensed operators within the unincorporated area of Mono County, in addition that they will complete paperwork with the Mono County Community Development Department that includes a requirement that they follow personal protective equipment guidelines from our local and state health officers.

Kreitz moved; Gardner seconded

Vote: 4 yes; 1 no

R20-38

Christy Milovich, Assistant County Counsel:

- Wendy Sugimura, Community Development Director
- Public Comment from John DeCoster was summarized by Wendy Sugimura, will be available as additional document.

Supervisor Peters voted no.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

D. Civic Center Update

Departments: Public Works

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

Action: None.

Tony Dublino

Nate Greenberg

- Introduced item.

Break: 10:19 AM

Reconvene: 10:26 AM

E. Conway Ranch Annual Operations Plan

Departments: Public Works - Solid Waste

(Justin Nalder) - Presentation by Justin Nalder, Solid Waste Superintendent / Environmental Manager regarding the 2019 Annual Report and 2020 Annual Operations Plan for Conway Ranch, as required by the Conservation Easement with Eastern Sierra Land Trust for Conway Ranch.

Action: None.

Justin Nalder, Solid Waste Supervisor:

- Introduced item.

Kay Ogden

Moved to item 7g

F. Mono County Bridge Capital Improvement Program

Departments: Public Works

(Kalen Dodd) - Presentation by Kalen Dodd regarding 5-year bridges capital improvement program for the 44 bridges and large culvert crossings which the County is responsible for maintaining.

Action: None.

Kalen Dodds, Associate Engineer:

- Introduced item.

Moved to item 7j.

G. Mono County Civic Center Top Lift Asphalt Paving – Contract Award

Departments: Public Works

(Garrett Higerd) - Contract award for the Mono County Civic Center Top Lift Paving Project.

Action: Identify Spiess Construction Co., Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the Mono County Civic Center Top Lift Asphalt Paving Project (“Project”); 2)

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

approve and authorize Public Works Director to execute a contract with Spiess Construction Co., Inc. for the Project in an amount not to exceed \$172,580.00 (Base Bid and Bid Alternate A); 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$17,258.00 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Gardner moved; Stump seconded

Vote: 5 yes; 0 no

M20-76

Garrett Higerd, Engineer:

- Introduced item.

Moved to item 7f.

H. Community Development Block Grant 2020 Application

Departments: Finance

(Megan Mahaffey) - Consider approval of a grant application for the Community Development Block Grant (CDBG) competitive program in response to the 2020 Notice of Funding Availability (NOFA) for the following activities: Homeownership Assistance, Tenant Based Rental Assistance, Public Service and Planning Technical Assistance. The Housing and Community Development Competitive Program portion of the CDBG 2020 NOFA has a deadline of June 1, 2020.

Action: Approve resolution R20-40, For submittal of a grant application to the Housing and Community Development Competitive Program of the CDBG 2020 NOFA.

Kreitz moved; Gardner seconded

Vote: 5 yes; 0 no

R20-40

Megan Mahaffey, Accountant:

- Introduced item.

Patricia Robertston, Mammoth Lakes Housing
Molly DesBaillet, First 5
Bentley Regehr, Planning Analyst
Wendy Sugimura, Community Development Director
Janet Dutcher, Finance Director

I. HOME 2018 Award Revised Resolution Allowing for Tenant Based Rental Assistance

Departments: Finance

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

(Janet Dutcher) - Because of the COVID -19 Public Health Emergency, the State Department of Housing and Community Development is allowing all 2018 HOME awardee's to add tenant based rental assistance to their current contracts as an allowed use. The approval of the revised resolution allows for the addition of Tenant Based Rental Assistance to the current HOME Standard Agreement and will allow for use of \$500,000 grant award on either First Time Homebuyer Assistance or Tenant Based Rental Assistance.

Action: Approve Resolution R20-41, Authorizing the re-submittal of the 2018 HOME Investment Partnerships Program resolution to include the addition of a tenant based rental assistance program for awarded funding and execution of a Standard Agreement and amendments thereto and of any related documents necessary to participate in the HOME Investment Partnerships Program to fund the Mono County Tenant Based Rental Assistance and First Time Homebuyer Program.

Kreitz moved; Gardner seconded

Vote: 5 yes; 0 no

R20-41

Janet Dutcher

Patricia Robertson

- Introduced item.

J. Amendment to Employment Agreement with Robert C. Lawton

Departments: County Counsel

(Stacey Simon, County Counsel) - Amendment to employment agreement with Robert C. Lawton to reflect appointment as Acting County Administrative Officer.

Action: Announce Fiscal Impact. Adopt Resolution #R20-39, Approving an amendment to the employment agreement of Robert C. Lawton. Authorize the Board Chair to execute said contract amendment on behalf of the County.

Fiscal Impact: The contract amendment increases annual compensation by \$34,827 (\$30,900 is salary, \$3,927 is benefits). The cost associated with the remainder of FY 2019-20 is \$7,256 (\$6,438 is salary, \$818 is benefits). There is sufficient remaining budget at this time to cover the increased costs.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

R20-39

Stacey Simon

- Introduced item.

Moved to item 7h.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

Break: 12:38 PM

Reconvene: 1:01 PM

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Moved to item 10.

9. CLOSED SESSION

A. Closed Session - Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Public Employment

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: Acting County Administrative Officer.

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of cases: (1) *People of the State of California et al. v. Los Angeles Department of Water and Power et al.*, (Mono County Superior Court No. 10088); and (2) *County of Mono et al. v. Los Angeles Department of Water and Power et al.*, (Alameda Superior Court Case No. RG18923377).

D. Closed Session - Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: Five.

E. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 452 Old Mammoth Road, Mammoth Lakes. Agency negotiators: Dave Wilbrecht and Shields Richardson. Negotiating parties: Mono County and 452 OM RD., Investors, LLC. Under negotiation: Price and terms of lease.

F. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Closed Session: 1:53 PM
Reconvene: 4:23 PM

Report out of Closed Session:

The Board directed staff to initiate litigation as follows:

1. Against property owner at 364 industrial Circle in Sierra Business Park (Rock n' Dirt, Inc., et al.) to enforce compliance with the Sierra Park Specific Plan and the payment of accrued fines.
2. Against property owner at 210 Industrial Circle in Sierra Business Park (Ernesto Bravo, et al.) to enforce compliance with the Sierra Park Specific Plan and the payment of accrued fines.
3. Against property owner at 76 Alderman St. in June Lake (Patricia Kennedy, et al.) for enforcement of accrued fines.

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

11. REGULAR AGENDA - AFTERNOON

A. Scheduling and Processing of Planning Applications

Departments: Community Development

(Wendy Sugimura) - As requested at the April 14 meeting, review planning projects expected to come before the Board in the near future. A description of upcoming projects is contained in the staff report.

Action: None.

Wendy Sugimura

Chair Corless recused herself for the Tioga Inn discussion; Meeting was led by Vice Chair Kreitz until Chair Corless returned.

12. BOARD MEMBER REPORTS

Supervisor Corless:

- No report.

Supervisor Gardner:

- Last week I participated in a Zoom meeting with the June Lake Chamber of Commerce, listened to the Planning Commission Zoom meeting on the Tioga Inn project, and participated in the Eastern Sierra Sustainable Recreation Partnership Zoom meeting yesterday. Where possible I have continued to try to listen in on NACO, CSAC, and other conference calls. Finally, I continue to speak with residents in response to their questions and concerns about the COVID-19 crisis and the County response.

Supervisor Kreitz:

- No report.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Supervisor Peters:

- No report.

Supervisor Stump:

- No report.

Moved to Closed Session.

ADJOURNED in memory of Michael O'Kelly at 4:24 PM

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SCHEEREN DEDMAN
SR. DEPUTY CLERK**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - April 28, 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of the Board Minutes of the Special meeting on April 28, 2020.

RECOMMENDED ACTION:

Approve the Board Minutes of the Special meeting on April 28, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[4-28-20 SPECIAL DRAFT Minutes](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 6/4/2020 2:06 PM | County Administrative Office | Yes |
| 6/2/2020 11:35 AM | County Counsel | Yes |
| 5/20/2020 4:29 PM | Finance | Yes |



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Teleconference Only - No Physical Location

**Special Meeting
April 28, 2020**

| | |
|----------------------|--------------------------|
| Flash Drive | No Recorder |
| Minute Orders | M20-77 Not used |
| Resolutions | R20-42 Not Used |
| Ordinance | ORD20-05 Not Used |

9:05 AM Meeting Called to Order by Chair Corless.

*Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump.
Supervisors Absent: None.*

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Stump.

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Eric Edgerton, Tilth Farms

2. AGENDA ITEMS

A. COVID-19 (Coronavirus) Update

Departments: CAO

(Bob Lawton, Acting CAO) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

Action: None.

Bob Lawton, Acting CAO
Dr. Thomas Boo, County Public Health Officer
Bryan Wheeler

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Break: 10:58 AM
Reconvene: 11:09 AM

Alicia Vennos

B. Civic Center Update

Departments: Public Works

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

Action: None.

Tony Dublino, Public Works Director
Nate Greenberg, IT Director

ADJOURNED at 12:15 PM

ATTEST

STACY CORLESS
CHAIR OF THE BOARD

SCHEEREN DEDMAN
SR. DEPUTY CLERK



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - April 30, 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of the Board Minutes of the Special meeting on April 30, 2020.

RECOMMENDED ACTION:

Approve the Board Minutes of the Special meeting on April 30, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[4-30-2020 Special DRAFT Minutes](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 6/4/2020 2:06 PM | County Administrative Office | Yes |
| 6/3/2020 8:31 AM | County Counsel | Yes |
| 5/20/2020 4:29 PM | Finance | Yes |



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Teleconference Only - No Physical Location

**Special Meeting
April 30, 2020**

| | |
|----------------------|--------------------------|
| Flash Drive | No Recorder |
| Minute Orders | M20-77 Not used |
| Resolutions | R20-42 Not Used |
| Ordinance | ORD20-05 Not Used |

1:04 PM Meeting Called to Order by Chair Corless.

*Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump.
Supervisors Absent: None.*

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Pledge of Allegiance led by

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

2. AGENDA ITEMS

A. Southern California Edison (SCE) Vegetation Management and Hazard Tree Removal Program

Departments: Board of Supervisors

(SCE Staff) - Presentation by Southern California Edison on upcoming vegetation management and hazard tree removal projects in Mono County. These projects are part of SCE's wildfire mitigation plan.

Action: None.

From SCE (Presentation available in additional documents):

Cal Rossi
Joshua Hallett
Brian Sprinkle
Sarah Strong
Chuck Dykes

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Renee Latu
Seth Reid

Public Comment:
Nancy Alaniz (email)
Ron Day
Greg Bock

ADJOURNED at 2:35 PM

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SCHEEREEN DEDMAN
SR. DEPUTY CLERK**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - May 5, 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of the Board Minutes of the Board of Supervisors Regular meeting on May 5, 2020.

RECOMMENDED ACTION:

Approve Board Minutes of the Board of Supervisors Regular meeting on May 5, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Draft Mins 05-05-20](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 6/4/2020 2:07 PM | County Administrative Office | Yes |
| 6/2/2020 11:28 AM | County Counsel | Yes |
| 5/20/2020 4:30 PM | Finance | Yes |



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting
May 5, 2020**

| | |
|----------------------|--------------------------|
| Flash Drive | No Recorder |
| Minute Orders | M20-77 – M20-81 |
| Resolutions | R20-42 – R20-44 |
| Ordinance | ORD20-05 Not Used |

9:00 AM Meeting Called to Order by Chair Corless.

*Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump (all via zoom webinar).
Supervisors Absent: None.*

All votes were conducted by roll call.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Kreitz.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

2. RECOGNITIONS

A. Mono County Designation of May as Mental Health Month

Departments: Behavioral Health, Board of Supervisors

(Robin K. Roberts, Supervisor Stacy Corless) - Proposed resolution designating May 2020 as Mental Health Month.

Action: Adopt proposed resolution R20-42, designating May 2020 as Mental Health Month.

Kreitz moved; Peters seconded

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Vote: 5 yes; 0 no

R20-42

Robin Roberts:

- Gave overview of item and information about Mental Health month.

Supervisor Corless:

- Read the resolution into the record and presented to Robin.

General Board Comments.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

Bob Lawton (Acting CAO):

- Worked with Kathy Peterson on rental relief funding in county; working to bring Mammoth Lakes Housing into mix to administrate it. Thanked Supervisor Kreitz and Kathy Peterson for their work on this. Gave details on potential dollar amounts. Will have positive impact on many residents.
- Thanked Janet and Megan Mahaffy for teaching him ins/outs of county budget.
- Meeting with Trindel and Jay Sloane regarding overview of services they provide with county.
- There has been a lot of work with Unified Command and EOC on working toward reopening the county and what we will need to do in order to do this. EOC worked on and sent a reopening plan to the Governor as the Governor requested.
- Meeting with Nate Greenberg regarding technical resources and how we will continue applying them and catching up on transition of moving to Civic Center.
- Letter out Monday from CAO across state urging Governor to distribute money in CARES funding to counties with populations of under 500,000.

4. DEPARTMENT/COMMISSION REPORTS

Joe Blanchard:

- Gave briefing on recent power outage in Bridgeport and the services Public Works provide with generators and other work.
- Supervisor Peters: gave kudos to workers and commended everyone being safe under extreme stress.

5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Comment Letter on Department of Water Resources Approval of Indian Wells Valley Groundwater Sustainability Plan

Departments: County Counsel's Office, Community Development Department

Comment letter on the Indian Wells Valley Groundwater Authority's Groundwater Sustainability Plan and submission to the California Department of Water Resources.

Action: Approve comment letter; authorize the Board Chair to sign; direct staff to submit the comment letter to DWR by the comment period

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

deadline.

Gardner moved; Kreitz seconded

Vote: 5 yes; 0 no

M20-77

Pulled by Supervisor Stump:

- Thanked Jason Canger for writing a great letter. We need to continue to follow this.

B. Infectious Disease Prevention and Control Local Infrastructure Grant Agreement #19-10851

Departments: Public Health

Proposed grant agreement with the California Department of Public Health pertaining to Infectious Disease Prevention and Control Local Infrastructure Grant Agreement #19-10851.

Action: Approve County entry into the Infectious Disease Prevention and Control Local Infrastructure Grant Agreement #19-10851, and authorize the Board of Supervisors' Chairperson to execute said contract on behalf of the County by signing the following documents: Two (2) copies of the Grant Agreement Form CDPH 1229 (page 3) One (1) copy of the CCC 042017 Additionally, provide authorization for the Public Health Director to sign future amendments for Grant Agreement #19-10851 that shift funds between budget categories without changes to the grant allocation.

Gardner moved; Kreitz seconded

Vote: 5 yes; 0 no

M20-78

C. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 3/31/2020.

Action: Approve the Treasury Transaction Report for the month ending 3/31/2020.

Gardner moved; Kreitz seconded

Vote: 5 yes; 0 no

M20-79

D. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 3/31/2020.

Action: Approve the Investment Report for the Quarter ending 3/31/2020.

Gardner moved; Kreitz seconded

Vote: 5 yes; 0 no

M20-80

6. CORRESPONDENCE RECEIVED

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

The Board acknowledged receipt of the correspondence.

A. Notice of Temporary Urgency Change Petition to Walker River Irrigation District Bridgeport and Topaz Reservoir Water Rights to Implement the Walker River Restoration Program

State Water Resources Control Board notice of Walker River Irrigation District's temporary urgency change petition related to storage water rights in Bridgeport and Topaz to facilitate implementation of the Walker River Restoration Program.

Supervisor Peters:

- Confirm with County Counsel that this is something done annually, correct? Wants to make sure public knows this.

Stacey Simon:

- Part of three-year program; by doing it annually they avoid review under CEQA or NEPA.

B. Notices of Mass Reduction in Hours Caused by Covid-19

Notices of mass reduction in hours caused by Covid-19 from Mammoth Mountain Ski Areas, LLC and Intrawest Hospitality Management, LLC regarding Mammoth Mountain Ski Area, June Mountain Ski Area, and affiliated properties in Mammoth Lakes and June Lake, CA, and the Westin Monache Resort in Mammoth Lakes, CA, respectively.

C. Assemblymember Bigelow Letter to CPUC re: PSPS Events During the Election

A letter from Assemblyman Frank Bigelow and Mono County Board of Supervisors Chair Stacy Corless to the California Public Utilities Commission (CPUC) urging it to direct electrical corporations to protect elections from PSPS-related complications.

Supervisor Corless:

- Thanked Assembly Member Bigelow and RCRC for working on this letter to CPUC regarding potential negative impacts to elections because of PSPS shutoffs; appreciates their continued attention to this.

D. Inquiry from Fair Harbor Capital Regarding Purchase of County Liabilities of Frontier Communications, Inc.

Letter from Fair Harbor Capital inquiring about the purchase from the County of any debts/liabilities of Frontier Communications, Inc. for 52% of value. Currently, Frontier Communications, Inc. has no outstanding debts/liabilities with the County and, therefore, no response will be provided.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

E. Notice from the Lahontan Regional Water Quality Control Board regarding the Bacteria Water Quality Objectives Evaluation Project

A notice from the Lahontan Regional Water Quality Control Board regarding the Bacteria Water Quality Objectives Evaluation Project. Staff are seeking input regarding meeting formats to discuss the project and ways to share information with interested parties in light of the shelter-in-place orders that are in effect. The notice contains a link to a 4-minute survey. Your responses to the survey will help determine the format of project meetings while shelter-in-place orders remain active. The survey is also accessible at <https://www.surveymonkey.com/r/GNM3R9C>. Responses are required by May 15, 2020 at 5:00 p.m.

F. Mono County Counsel Letter to SCE Regarding May 2020 Maintenance and Repairs of Lundy Hydropower Plant

A letter from the Mono County Counsel's Office to Southern California Edison (SCE) to express concern with SCE's plan to performance maintenance and repairs to parts of its Lundy Hydropower Plant during most of May 2020, and to request that the work be postponed.

Supervisor Stump:

- Recognized Jason Canger for excellent work on letter.
- SCE has modified their proposal in that area.

Stacey Simon:

- Thanked Jason as well; he's been very busy, and the fruits of his labor are now being shown. She appreciates all his work.

7. REGULAR AGENDA - MORNING

A. Update on Long Valley/Little Round Valley 2020 Irrigation Season and Letter to LADWP regarding Long Term Land and Water Management Plan

Departments: Board of Supervisors

(Miscellaneous) - Discussion and update regarding 2020 irrigation season in Long Valley and Little Round Valley, including environmental conditions, habitat, ranch operations, scenic and recreational resources, fire conditions and related matters. Proposed letter to Los Angeles Department of Water and Power requesting status of Comprehensive Land Use and Water Management Plan for the region.

Action: Approve proposed letter to the Los Angeles Department of Water and Power inquiring as to its progress in preparing Comprehensive Land Use and Water Management Plan for Long Valley and Little Round Valley.

Stump moved; Peters seconded

Vote: 5 yes; 0 no

M20-81

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Supervisor Corless:

- Gave overview of item and explained why it is on the agenda; here to approve a letter.

Stacey Simon:

- Mono County has not been involved in this to make anyone look or feel bad or to be greedy or to ask for more than is needed to maintain the bare minimum values: habitat, ecosystems, wildlife, the economic value.
- Gave legal update.

Wendy Sugimura:

- She doesn't have much to say as her department's part in all this is relatively small; they're working on Sage Grouse issue.

Public Comments:

Matt Kemp (President of Inyo/Mono Cattleman's Association):

- Gave brief update on operations; feels he wouldn't be in the position he's in today without group effort. Cautiously optimistic moving forward.

Wendy Schneider (Friends of the Inyo):

- Update on what Keep Long Valley Green campaign is doing and will answer questions.

Matty McClain (Executive Director Mammoth Lakes Recreation):

- Gives credit to DWP where appropriate but we need to keep foot on the gas.
- Need to let them know that we intend to see this action all the way through.

Lynn Boulton:

- Supports letter; strikes a good tone.

Charlotte Lang:

- Wants to become part of coalition
- Proud of all work everyone has been done and is in total support of letter.

Supervisors asked various question followed by Board deliberation and discussion of letter.

B. Memorandum of Understanding and Related Personnel Rule 330(C) Amendment - Mono County Probation Officers Association

Departments: CAO, Human Resources, County Counsel

(Dave Butters) - Proposed resolution R20-43 approving and adopting Memorandum of Understanding between the County of Mono and the Mono County Probation Officers Association and related proposed resolution R20-44 amending Personnel Rule 330(C) to clarify provisions regarding employee leave for volunteer firefighting purposes.

Action: Adopt proposed resolutions.

Peters moved; Gardner seconded

Vote: 5 yes; 0 no

R20-43

R20-44

Dave Butters:

- Introduced item, explained recommended actions being put before the board.
- Went over highlights.

Erin Van Kampen (Mono County Probation):

- Thanked Board and administration for how smooth this went.

C. Mono County Audit Reports for FY 2018-19

Departments: Finance

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

(Janet Dutcher) - Presentation of the Comprehensive Annual Financial Report (CAFR) and the Single Audit Report.

Action: None.

Janet Dutcher:

- Power Point Presentation (posted to web page).

General Board comments and discussion.

D. FY 2020-21 Budget Update

Departments: Finance and CAO

(Janet Dutcher) - CAO and Finance will update the Board about the FY 2020-21 budget development process.

Action: None.

Janet Dutcher:

- Still currently in development phase for the next three weeks.
- Estimating that Revenues are going to fall about \$1 million dollars.
- June 3rd – Budget Training for Department Heads and fiscal staff.

Board Comments:

- Everyone appreciates the outreach projections.
- Discussed potential COVID-19 funding sources that might become available but agreed that those should not be counted on yet.
- Agreed with a balanced approach with reserves; should not be drained.

Bob Lawton (Acting CAO):

- Spoke about various things that affect cash flow.

E. Civic Center Update

Departments: Public Works and IT

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition from other Mammoth locations into the Civic Center as of June 1, 2020.

Action: None.

Nate Greenberg (IT Director) and Tony Dublino (Public Works Director):

- Both gave video tour of civic center and various updates.

General questions and comments from Board.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION

Closed Session: 12:26 p.m.

Reconvene: 1:34 p.m.

There was nothing to report out of closed session; the Board will go back into Closed Session after the COVID-19 update.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

A. Closed Session - Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Steve Barwick, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Public Employment

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

C. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: two.

THE AFTERNOON SESSION WILL RECONVENE AT 1:30 P.M.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. REGULAR AGENDA - AFTERNOON

A. COVID-19 (Coronavirus) Update

Departments: CAO

(Bob Lawton, Acting CAO) - An opportunity for Mono County Departments and stakeholders to share Coronavirus-related issues with the Board, to include, but not limited to, an update from Unified Command and the branches of crisis response such as the Public Health Department, Operations /Emergency Services, Community Support, Communications / Public Information, Economic Recovery, and Recreation. Additional specific topics include, but are not limited to: (1) The path forward - opening Mono County; (2) Letter to Governor regarding a careful and phased reopening plan that takes into account the unique circumstances of different regions of the State and the impacts of a prolonged shutdown (samples

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

attached); and (3) County road operations/openings in light of COVID-19.

Action: None.

Comments made by:

- Bob Lawton, Acting CAO
- Frank Frievall
- Dr. Thomas Boo
- Stacey Simon, County Counsel

Public Comments Addressed to Board by:

- Greg Bock
- Kellie Brown
- Scott Burkard
- Ron Day
- Colleen Julian

Board clerk read public comments into the record (copies of letter in their entirety will be posted to the web page) by the following individuals:

- Misti Sullivan
- Ken Hoffman/Ray Robles
- Claudine Bovich
- David Naaden
- Meghan Weill
- Erinn Wells
- Lynne Greer
- Alicia Vennos

General Board questions/comments/discussion.

Document: EOC Executive Summary of Readiness to Enter Stage II discussed and will be posted to web page after the meeting.

Back to closed session: 4:00 p.m.

Reconvene 4:55 p.m., nothing to report.

12. BOARD MEMBER REPORTS:

There were no board member reports for this meeting.

ADJOURN 4:56 p.m.

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SHANNON KENDALL
CLERK OF THE BOARD**

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - May 8, 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of the Board Minutes of the Board of Supervisors Special meeting on May 8.

RECOMMENDED ACTION:

Approve Board Minutes of the Board of Supervisors Special Meeting on May 8, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Draft Sp Mins 05-08-20](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 6/4/2020 2:07 PM | County Administrative Office | Yes |
| 6/2/2020 11:30 AM | County Counsel | Yes |
| 5/20/2020 4:30 PM | Finance | Yes |



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Teleconference Only - No Physical Location

**Special Meeting
May 8, 2020**

| | |
|----------------------|--------------------------|
| Flash Drive | No Recorder |
| Minute Orders | M20-82 |
| Resolutions | R20-45 Not Used |
| Ordinance | ORD20-05 Not Used |

1:03 PM Meeting Called to Order by Chair Corless.

*Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump (all via zoom webinar).
Supervisors Absent: None.*

All votes were conducted by roll call.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Corless

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. COVID-19 (Coronavirus) Update

(Bob Lawton, Acting CAO) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

Action: None.

The following individuals gave updates:

- Bob Lawton, Acting CAO
- Frank Frievalt, EOC Chief

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- Dr. Thomas Boo
- Deb Diaz (information read by Chair Corless)

General Board comments/discussion.

B. State Guidance for Stage 2 Business Openings

Departments: CAO, Public Health, County Counsel

(Bob Lawton, Acting CAO; Dr. Boo, Public Health Office; Stacey Simon, County Counsel) - Presentation and discussion regarding State Guidelines for initial Stage 2 business openings (i.e., limited curbside retail and the manufacturers and suppliers for those businesses) and requirements for individual counties to authorize additional Stage 2 businesses to open by certifying compliance with specified criteria. The Guidelines are expected to be released Thursday, May 7, but had not been released as of the time this agenda item was submitted.

Action: None.

Supervisor Corless:

- Items 2b and 2c are related and focus on opening more businesses in Phase 2. The recommended action is to send letter to governor advocating for our county's position; looking to apply for a variance to assist out county in moving through Phase 2.

The following individuals spoke:

- Bob Lawton, Acting CAO
- Dr. Thomas Boo
- Stacey Simon, County Counsel

General Board comments/discussion.

Public Comment:

- Greg Bock
- Michaela Vargas
- Ralph Lockhart
- Jack Rose
- Scott Burkard
- Ron Day
- Kelli Brown
- Joseph Santos
- Robin ?
- Byng Hunt

Clerk read written public comments into record from the following individuals:

- Erinn Wells
- Abbie Thomason

Discussion about variance and potential activities that our county like to see included/allowed.

C. Letter to Governor Newsom Regarding Business Openings in Mono County

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Departments: CAO

(Bob Lawton, Acting CAO) - Letter to Governor Newsom requesting a customized approach to reopening businesses in the region which takes into account the unique circumstances of Mono County, the region's careful and continued planning to minimize the spread of COVID-19, its preparedness to respond to the disease, and the impacts of a prolonged shutdown on the region's seasonal economy.

Action: Approve proposed letter as revised by the Board.

Gardner moved; Kreitz seconded

Vote: 5 yes, 0 no

M20-82

Board discussion about proposed letter; suggested revisions.

Posted on web site for public: California States of Recovery; Letter to Governor Newsom.

Break: 3:53 p.m.

Reconvene: 4:03 p.m.

D. Delayed Seasonal Openings of Rock Creek and Lundy Lake Roads

Departments: Public Works

(Tony Dublino, Director of Public Works) - Consider delaying the seasonal opening of Rock Creek Road and Lundy Lake Road due to COVID-19 directives currently in place.

Action: None.

Tony Dublino:

- Introduced item and gave overview.

General Board comments/discussion; discussion about items to be included on the May 19th regular agenda.

Clerk read written public comment into the record from:

- David Rosky (he also addressed Board verbally in webinar)

E. County Special Events and the Effect of Covid-19 Directives

Departments: Public Works

(Tony Dublino, Director of Public Works) - Receive presentation on upcoming Special Events within the County, and discuss options for the best approach for implementation, provided COVID-19 directives currently in place.

Action: None.

Tony Dublino:

- Most county events have been cancelled, still no clear direction on 4th of July activities.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- 4th of July in Bridgeport requires heavy support by Public Works Department; they are willing to engage in planning but certainly need Board direction.

General Board comments/discussion.

Supervisor Peters lost internet connection during item; Chair Corless suggested pushing this topic to next meeting so that he could participate.

Board discussion started regarding how and when to do the detailed COVID-19 updates, whether at the regularly scheduled meetings or during a special meeting. To be discussed in more detail at next meeting.

ADJOURN 4:47 p.m.

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SHANNON KENDALL
CLERK OF THE BOARD**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - May 14, 2020

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of Board Minutes of the Board of Supervisors first Special Meeting on May 14, 2020.

RECOMMENDED ACTION:

Approve Board Minutes of the Board of Supervisors first Special Meeting on May 14, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Draft Sp Mins 1st Mtg 05-14-20](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 6/4/2020 2:06 PM | County Administrative Office | Yes |
| 6/2/2020 11:37 AM | County Counsel | Yes |
| 5/20/2020 4:30 PM | Finance | Yes |



DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA

Teleconference Only - No Physical Location

Special Meeting
May 14, 2020

| | |
|----------------------|--------------------------|
| Flash Drive | No Recorder |
| Minute Orders | M20-87 |
| Resolutions | R20-50 Not Used |
| Ordinance | ORD20-06 Not Used |

10:04 AM Meeting Called to Order by Chair Corless.

Supervisors Present: Corless, Gardner, Kreitz, Peters, and Stump (all via zoom webinar).

Supervisors Absent: None.

All votes were conducted by roll call.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link:
<http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Clerk read written public comments into record submitted by the following:

- Josh Lavin
- Bb Marks
- Scott Burkard
- Kelli Brown
- Leslie Ingham
- Greg
- Ron Allen
- Giovanna LoMedico
- Norman and Kellie Annett
- Teri Seymour
- Erinn Wells

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- Rudy DeFelice
- Rhonda Erickson
- Danielle Sis
- Tim Sullivan
- Misti Sullivan
- Karen Leatham
- Karl Ganz

Public Comments addressed verbally to Board during webinar:

- Tim Banta
- Patricia Robertson
- Alisa Rosa
- Jennifer Roeser
- Gregory Bock
- Grant Oepkes
- Stylo 2 V

2. AGENDA ITEMS

A. COVID-19 (Coronavirus) Update, Discussion of Economic Recovery, Governor's Roadmap to Recovery and Variance Process, and Fishing Opener

Departments: CAO

(Mono County Staff, EOC Staff, Stakeholders) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: (1) Continued discussion regarding State guidelines for accelerated Stage 2 business openings as part of California's Roadmap to Recovery and update on Mono County's variance eligibility status; (2) Consideration of small business grant/assistance program; and (3) Timing of fishing opener.

Motion: Move to authorize Chair Corless and Supervisor Peters to serve as an ad hoc committee to reach out to Inyo County regarding fishing opener and related topics and report back to this Board no later than by next Thursday (May 21).

Stump moved; Kreitz seconded

Vote: 5 yes, 0 no

M20-87

COVID-19 Power Point presented; posted to web page.

Board discussion:

- Potentially schedule a special meeting for Monday, May 18, 2020 to address variance/attestation; there was board consensus for this.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- Additional discussion regarding involving Town of Mammoth Lakes in variance/attestation process; concurrence that this should occur.
- May need two letters to go to the Governor.

Comments made by the following individuals:

- Bob Lawton, Acting CAO
- Dr. Thomas Boo
- Frank Frievalt

General Board comments/discussion regarding attestation and guidelines for Dr. Boo to make the attestation; may need two letters to the Governor.

Public Comments:

- Dirk
- Ralph Lockhart
- Scott Burkard
- Alisa Rosa
- 7602184508
- Brian Jaegers

Philip Desenze (Forest Service):

- Gave update on closures, will continue to keep closed; length of time to be determined.

Recreation Discussion/Comments made by:

- Bob Lawton, Acting CAO
- Jeff Simpson, EDD
- Stacey Simon, County Counsel

General Board discussion/comments.

Small business grant/assistance program discussion. Comments made by:

- Alicia Vennos, EDD

General Board discussion/comments.

ADJOURN 1:04 p.m.

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SHANNON KENDALL
CLERK OF THE BOARD**



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - May 14, 2020
(Special)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of Board Minutes of the Board of Supervisors second Special Meeting on May 14, 2020.

RECOMMENDED ACTION:

Approve Board Minutes of the Board of Supervisors second Special Meeting on May 14, 2020.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|------------------------------------------------|
| Click to download |
| Draft Sp Mins 2nd Mtg 05-14-20 |

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 6/4/2020 2:07 PM | County Administrative Office | Yes |
| 6/2/2020 11:36 AM | County Counsel | Yes |
| 5/20/2020 4:29 PM | Finance | Yes |



DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA

Teleconference Only - No Physical Location

Special Meeting
May 14, 2020

| | |
|----------------------|--------------------------|
| Flash Drive | No Recorder |
| Minute Orders | M20-87 Not used |
| Resolutions | R20-50 Not Used |
| Ordinance | ORD20-06 Not Used |

1:15 PM Meeting Called to Order by Chair Corless.

Supervisors Present: Corless, Gardner, Kreitz , Peters, and Stump (all via zoom webinar).

Supervisors Absent: None.

All votes were conducted by roll call.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link:
<http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. [State Park Openings in Mono County](#)

Departments: CAO and Public Health

(Bob Lawton, Acting CAO; Dr. Boo, Public Health Officer) - Consider request from California State Parks for County input into the opening of State Parks within Mono County, including Bodie State Historic Park and Mono Lake Tufa State Reserve.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Action: None.

Comments were made by the following individuals:

- Bob Lawton, Acting CAO:
 - Bodie scheduled to open on 5/15/20 unless they are given other direction by our Board.
- Sheriff Braun:
 - Will support whatever Board wishes to do but would like to be consistent with all other parks and their opening dates.
- Christy Milovich: Asst. County Counsel

General Board comments/discussion: consensus is to not respond to the request thereby allowing Bodie/parks to open as planned.

Jessica Schneider (Executive Director, Bodie Foundation):

- A full staff has been hired, there will be employees at park, regardless of whether it's opened or not.
- Currently working on safety guidelines regarding opening of parks.

Joshua Heisman (Bodie State Park):

- They're in a position to open; very mindful about what county's needs are.
- Wishes to work in conjunction with what county wishes to do.
- If they don't open, the challenge is keeping people out of the park. Easier to manage park if it is open.

Public Comments addressed to the Board during webinar:

- Ron Day

ADJOURN 1:50 p.m.

ATTEST

**STACY CORLESS
CHAIR OF THE BOARD**

**SHANNON KENDALL
CLERK OF THE BOARD**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: Public Works

TIME REQUIRED

SUBJECT Easement Deed to Mammoth
Community Water District for Civic
Center Water and Sewer
Infrastructure; Relinquishment and
Elimination of Old Easement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of deed granting to Mammoth Community Water District an easement for Mono County Civic Center water and sewer infrastructure and facilities maintenance; and authorize Public Works Director to accept and record a quitclaim deed from Mammoth Community Water District relinquishing and eliminating a portion of an unused existing easement on the Civic Center property.

RECOMMENDED ACTION:

(1) Approve and authorize County Administrator to execute an easement deed for water and sewer infrastructure to Mammoth Community Water District (MCWD) for the Mono County Civic Center substantially in the form shown in the attached documents; and, (2) Adopt Resolution R20-____, Authorizing the Public Works Director to accept and record a quitclaim deed that will relinquish and eliminate a 15-foot wide portion of a MCWD waterline easement over the Mono County Civic Center property that was previously granted to MCWD by the Southern Mono Healthcare District but is no longer needed by MCWD.

FISCAL IMPACT:

None. All MCWD fees and construction of the infrastructure and facilities were previously paid out of the budget for the Mono County Civic Center.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760-924-1802 / ghigerd@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[Staff Report](#)

[Grant of Easement](#)

[Resolution](#)

[Quitclaim Deed](#)

History

| Time | Who | Approval |
|------------------|------------------------------|----------|
| 6/4/2020 2:08 PM | County Administrative Office | Yes |
| 6/3/2020 5:31 PM | County Counsel | Yes |
| 6/4/2020 9:01 AM | Finance | Yes |



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, County Engineer

Date: June 9, 2020

Re: Easement Deed to Mammoth Community Water District (MCWD) for Civic Center Water and Sewer Infrastructure; Relinquishment and Elimination of Old Easement

Recommended Action

- (1) Approve and authorize County Administrator to execute an easement deed for water and sewer infrastructure to Mammoth Community Water District (MCWD) for the Mono County Civic Center substantially in the form shown in the attached documents; and
- (2) Adopt Resolution R20-___ authorizing the Public Works Director to accept and record a quitclaim deed that will relinquish and eliminate a 15-foot wide portion of a MCWD waterline easement over the Mono County Civic Center property that was previously granted to MCWD by the Southern Mono Healthcare District but is no longer needed by MCWD.

Fiscal Impact

None. All MCWD fees and construction of the infrastructure and facilities were previously paid out of the budget for the Mono County Civic Center.

Background

County Grant of Easement to MCWD. The County is granting an easement to MCWD so that MCWD will have the legal right to access via the County's Mono County Civic Center property water and sewer infrastructure and facilities that were constructed to serve the Mono County Civic Center. More specifically, water and sewer infrastructure and facilities were needed to be constructed within the rights-of-way for Tavern Road and Thompsons Way to serve the Mono County Civic Center. These infrastructure and facilities were constructed by Roebbelen Contractors, the Mono County Civic Center design-builder, in accordance with a separate agreement between the County and MCWD, dated August 13, 2019, that governs the construction of Mono County Civic Center water and sewer infrastructure and facilities. In addition to the construction of these new facilities, the agreement between the County and MCWD also requires that the County will execute a grant of easement to MCWD so that MCWD will have the right to access these new infrastructure and facilities via the County's Mono County Civic Center property. The attached Grant of Easement fulfills this requirement and grants to MCWD an easement for ingress and egress to the Mono County Civic Center property for the purpose of maintaining the water and sewer infrastructure and facilities that serve the Civic Center. Accordingly, staff respectfully requests that the Board approve the

Mono County Board of Supervisors

RE: Easement Deed to Mammoth Community Water District (MCWD) for Civic Center
Water and Sewer Infrastructure; Relinquishment and Elimination of Old Easement

June 9, 2020

Page 2 of 2

attached Grant of Easement to ensure that the County is fulfilling its obligations under the agreement with MCWD, and MCWD has the legal authority of ingress and egress to the Mono County Civic Center property to access and maintain the water and sewer infrastructure and facilities that serve the Civic Center.

Acceptance and Recordation of Quitclaim Deed of Prior Easement. Before the County acquired ownership of it, the Mono County Civic Center property was owned by the Southern Mono Healthcare District. In 2007, the Southern Mono Healthcare District granted to MCWD a waterline easement over the property most likely in relation to the Southern Mono Healthcare District's then-plans to develop the property. Today, that waterline easement still encumbers the property because it was never extinguished prior to the County's ownership. A 15-foot portion of that waterline easement is no longer necessary for MCWD's maintenance of the water and sewer infrastructure and facilities that serve the Civic Center. Accordingly, MCWD has agreed to relinquish and eliminate that waterline easement by granting it back to the County. Accordingly, staff respectfully requests the Board approve the attached Quitclaim Deed.

Separately, state law requires that deeds or grants conveying an interest in real property to a government agency be recorded. Government Code section 27281 allows the legislative body of the government agency to authorize one or more officers or agents to accept and consent to the recordation of such deeds or grants. Pursuant to the above authority, staff respectfully requests that the Board authorize the Public Works Director, on behalf of the County, to accept and record a deed or quitclaim deed transferring a 15-foot portion of the existing waterline easement from MCWD to the County.

Please contact me at 760-924-1802 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE
County Engineer

Attachments: Grant of Easement (water/sewer easement in favor of MCWD)
Resolution Authorizing Acceptance and Recordation of Quitclaim Deed
Quitclaim Deed (of 15-foot portion of waterline easement in favor of County)

Recording requested by:

Mammoth Community Water District

When recorded, mail to:

**Mammoth Community Water District
P.O. Box 780
Mammoth Lakes, CA 93465**

**No recording fee per
Government Code §§ 6103 & 27383**

APNs: 035-010-067-000, 035-010-068-000,
035-010-069-000

GRANT OF EASEMENT
(To Mammoth Community Water District)

No Documentary Transfer Tax per Revenue Taxation Code 11922

For a valuable consideration, receipt of which is hereby acknowledged,

THE COUNTY OF MONO, a political subdivision of the State of California (hereinafter referred to as "Grantor"), hereby grants to MAMMOTH COMMUNITY WATER DISTRICT, a California county water district (hereinafter referred to as "District"), and its successors and assigns:

A perpetual Easement for public utilities and appurtenances ("Easement"), including but not limited to water transmission and distribution pipelines, sewer collection pipelines, sanitary sewer force mains, markers, manholes, valves, fiber optic cables and conduit, fencing and all related incidents, fixtures, appurtenances and other facilities for all District purposes (collectively the "District Facilities"), together with rights to survey, install, construct, enlarge, alter, operate, patrol, remove, relocate, replace, repair, improve, and maintain such District Facilities. The easements granted herein shall be in, over, on, through, within, under, along, and across the Easement Area as defined in this Grant of Easement.

The "Real Property" burdened by this easement is located in the County of Mono, State of California, and is described in Exhibits "A", "C" and "E" attached hereto and incorporated by reference herein. The "Easement Area" is described and depicted in Exhibits "A", "B", "C", "D", "E" and "F" attached hereto and incorporated herein.

The perpetual easement described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. District shall have for all purposes set forth herein the right of ingress and egress for personnel and vehicles to, from, and along the Easement Area at any time, without prior notice, except (1) in emergencies, when prior notice is not required but the District shall notify the County, as necessary, within 24 hours after the start of emergency work, and (2) when District must perform improvements, repairs or replacements that require excavations or the

closure of any portion of the Real Property to vehicular access, in which case a minimum of 48 hours' notice will be required, together with rights to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing in this Grant of Easement shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide District with comparable alternative access to the Easement Area.

2. This Grant of Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns to the parties hereto, and shall run with the Real Property. District's rights and obligations herein are transferable by District, in whole or in part, to District's successors.
3. Subsequent to the grant of this Easement Deed, Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area which would conflict with the use of the Easement granted herein without the prior written approval of the District, which approval shall not be unreasonably withheld.
4. The easement granted herein is non-exclusive and Grantor reserves the right to utilize the Easement Area subject to the terms and restrictions provided in this Grant of Easement. District's easement is subject to all structures, facilities, and encumbrances which: (i) exist on the Real Property as of the date of this Easement Deed; or (ii) are contained in Grantor's Mono County Civic Center plans and specifications approved by the District on July 19, 2019 (the "Planned Improvements"), which are on file with the Mono County Department of Public Works and incorporated by this reference. Except as provided in the preceding sentence, Grantor shall not construct or install or permit others to construct or install within the Easement Area, and the District shall have the right to clear and to keep clear from the Easement Area, any explosives, buildings, structures, walls and other facilities, or stockpile materials placed without District's written consent, which may interfere in any way with District's use of the Easement Area. Notwithstanding the foregoing, Grantor may install paved driveways or other access ways and landscaping on the Easement Area. In addition to any other legal and equitable remedies for violations of this paragraph, following written notice to Grantor and a reasonable opportunity for it to address, District shall have the right to do all things necessary and proper to remove any vegetation, explosives, structures, improvements and materials, other than the Planned Improvements, within the Easement Area at Grantor's sole expense. In the event the District determines that the removal of Planned Improvements is required, it shall provide two days' written notice to Grantor and said removal and reconstruction shall be at the District's sole cost and expense. Notwithstanding the foregoing, District shall have the right to make emergency repairs and replacements without notification to Grantor when circumstances warrant. District shall notify Grantor of such emergency repairs and replacements as soon as is practical, but not more than two days after the start of emergency work.
5. Grantor warrants that it is the owner of the Real Property and that its representatives signing below are the authorized signatories to execute and bind Grantor to the terms and

conditions of this Grant of Easement and to grant the easement rights herein conveyed.

Executed on _____, 20_____.

GRANTOR:

By: _____

By: _____

ATTEST:

Clerk of the Board

CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY
[Gov't Code, § 27281]

This is to certify that MAMMOTH COMMUNITY WATER DISTRICT, a political subdivision of the State of California, acting by and through its District Engineer, as delegee of the General Manager, hereby accepts for public purposes the real property, or interest therein, conveyed by the Grant of Easement to which this Certificate of Acceptance is attached, and consents to the recordation thereof pursuant to authority conferred by Resolution No. 06-20-19-12 of the Board of Directors approved at a public meeting held on June 20, 2019.

By: _____
Mark Busby
Interim General Manager

EXHIBIT "A"
LEGAL DESCRIPTION OF
BURDENED PROPERTY AND
EASEMENT AREA

BEING an easement over, under, upon and across a portion of that certain real property situated in the Town of Mammoth Lakes, County of Mono, State of California, said real property, the "Burdened Property", being designated "Parcel A-3" as described in the GRANT DEED from the TOWN OF MAMMOTH LAKES to the COUNTY OF MONO and recorded as Document # 2018004417 of Official Records in the Office of the County Recorder of said County, and said portion, being the subject "Easement Area", also being more particularly described as follows:

COMMENCING at the southwest corner of the real property described in the GRANT DEED from the TOWN OF MAMMOTH LAKES to the SOUTHERN MONO HEALTHCARE DISTRICT and recorded as Document #2013003600 of Official Records in the Office of said County Recorder;
THENCE northerly along the east right of way line of Sierra Park Road as shown on EXHIBIT "A" of said last mentioned GRANT DEED, North 00°16'48" East, 180.01 to a point on the west line of said "Burdened Property", said point also being the TRUE POINT OF BEGINNING;
THENCE South 88°40'09" East, 127.78 feet;
THENCE North 46°19'51" East, 77.38 feet;
THENCE South 89°04'51" East, 10.48 feet;
THENCE North 00°55'09" East, 14.50 feet to the boundary line of said "Burdened Property",
THENCE along said boundary line, South 89°04'51" East, 20.00 feet;
THENCE leaving said boundary line, South 00°55'09" West, 14.50 feet;
THENCE, South 89°04'51" East, 112.07 feet;
THENCE North 00°55'09" East, 14.50 feet to the boundary line of said "Burdened Property", said boundary line also being the south line of the "MONO COUNTY CIVIC CENTER PARCEL" as described in in the GRANT DEED from the TOWN OF MAMMOTH LAKES to the COUNTY OF MONO and recorded as Document # 2018004418 of Official Records in the Office of the County Recorder of said County;
THENCE along said boundary line and said south line, South 89°04'51" East, 20.00 feet;
THENCE leaving said boundary line and said south line, South 00°55'09" West, 14.50 feet;
THENCE South 89°04'51" East, 84.60 feet;
THENCE North 00°55'09" East, 14.50 feet to said boundary line and said south line;
THENCE along said boundary line and said south line, South 89°04'51" East, 20.00 feet;
THENCE leaving said boundary line and said south line, South 00°55'09" West, 14.50 feet;
THENCE South 89°04'51" East, 92.39 feet;
THENCE North 00°55'09" East, 106.85 feet;
THENCE North 89°04'51" West, 36.00 feet to a point of intersection with the boundary line of said "Burdened Property", said boundary line also being the east line of said "MONO COUNTY CIVIC CENTER PARCEL";
THENCE along said boundary line and said line, North 00°55'09" East, 10.00 feet to the northeasterly corner of said "MONO COUNTY CIVIC CENTER PARCEL";

THENCE continuing along the boundary line of said "Burdened Property", North 00°55'09" East, 10.00 feet;

THENCE leaving said boundary line, South 89°04'51" East, 47.00 feet;

THENCE North 00°55'09" East, 132.85' feet to a point of intersection with the south line of the real property described in the GRANT DEED from the Southern Mono Healthcare District to the County of Mono and recorded as Document #2007007331 of Official Records in the Office of said County Recorder, said point of intersection being located 28.12 feet westerly of the southeast corner of said last mentioned real property;

THENCE along said south line, South 88°40'09" East, 20.00 feet;

THENCE leaving said south line South 00°55'09" West, 132.70 feet;

THENCE South 89°04'51" East, 9.60 feet to a point of intersection with the east line of said "Burdened Property";

THENCE along said east line, South 00°16'48" West, 20.00 feet;

THENCE leaving said east line, North 89°04'51" West, 9.82 feet;

THENCE South 00°55'09" West, 159.40 feet to a point of intersection with the south line of said "Burdened Property";

THENCE along said south line, North 88°40'09" West, 31.00 feet;

THENCE leaving said south line, North 00°55'09" East, 21.32 feet;

THENCE North 89°04'51" West, 352.08 feet;

THENCE South 00°55'09" West, 8.50 feet;

THENCE North 89°04'51" West, 19.04 feet;

THENCE South 46°19'51" West, 49.69 feet;

THENCE North 88°40'09" West, 135.70 feet to said east right of way line of Sierra Park Road;

THENCE northerly along said right of way line, North 00°16'48" East, 20.00 feet to the TRUE POINT OF BEGINNING;

CONTAINING 25,460 square feet of land, more or less.

The Basis of Bearings for the above legal description is said east right of way line of Sierra Park Road, said bearing being North 00°16'48" East.

The above described "Easement Area" is shown on the attached EXHIBIT "B".

LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:



Andrew K Holmes

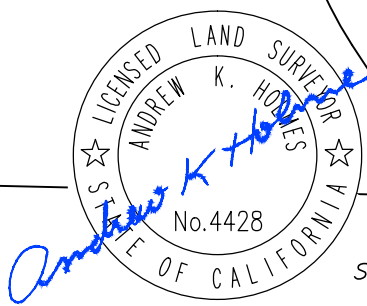
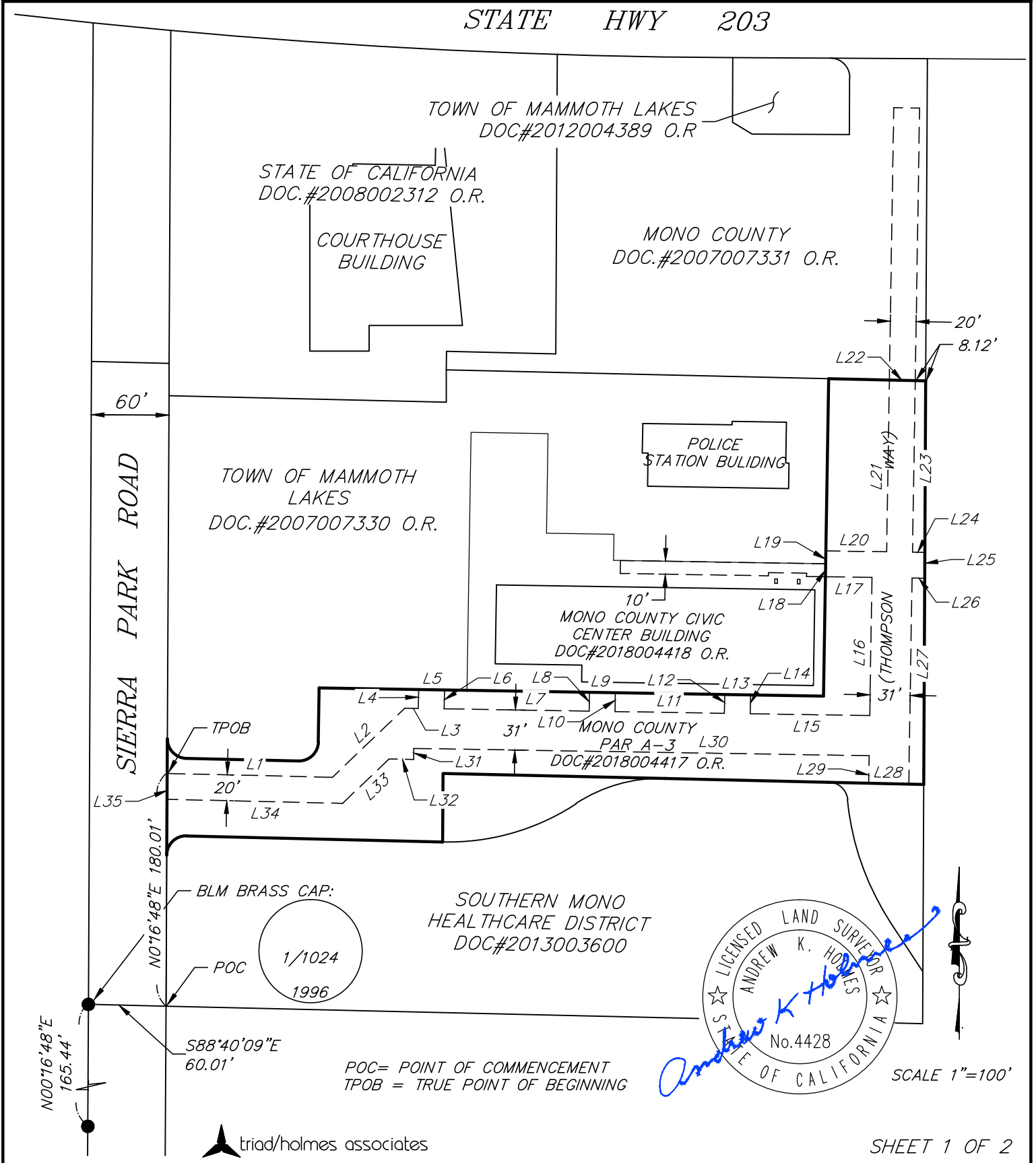
ANDREW K. HOLMES P.L.S. 4428
LIC. EXPIRES 09/30/19

EXHIBIT "B"

PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

STATE HWY 203



POC = POINT OF COMMENCEMENT
 TPOB = TRUE POINT OF BEGINNING

SCALE 1"=100'

EXHIBIT "B"

PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

EASEMENT AREA LINE TABLE

| <i>Line Table</i> | | |
|-------------------|---------------|------------------|
| <i>Line #</i> | <i>Length</i> | <i>Direction</i> |
| L1 | 127.78' | S88°40'09"E |
| L2 | 77.38' | N46°19'51"E |
| L3 | 10.48' | S89°04'51"E |
| L4 | 14.50' | N00°55'09"E |
| L5 | 20.00' | S89°04'51"E |
| L6 | 14.50' | S00°55'09"W |
| L7 | 112.07' | N89°04'51"W |
| L8 | 14.50' | N00°55'09"E |
| L9 | 20.00' | S89°04'51"E |
| L10 | 14.50' | N00°55'09"E |
| L11 | 84.60' | S89°04'51"E |
| L12 | 14.50' | N00°55'09"E |
| L13 | 20.00' | S89°04'51"E |
| L14 | 14.50' | S00°55'09"W |
| L15 | 92.39' | S89°04'51"E |
| L16 | 106.85' | N00°55'09"E |
| L17 | 36.00' | N89°04'51"W |
| L18 | 10.00' | N00°55'09"E |
| L19 | 10.00' | N00°55'09"E |
| L20 | 47.00' | S89°04'51"E |

| <i>Line Table</i> | | |
|-------------------|---------------|------------------|
| <i>Line #</i> | <i>Length</i> | <i>Direction</i> |
| L21 | 132.85' | N00°55'09"E |
| L22 | 20.00' | S88°40'09"E |
| L23 | 132.70' | S00°55'09"W |
| L24 | 9.60' | S89°04'51"E |
| L25 | 20.00' | S00°16'48"W |
| L26 | 9.82' | N89°04'51"W |
| L27 | 159.40' | S00°55'09"W |
| L28 | 31.00' | N88°40'09"W |
| L29 | 21.32' | N00°55'09"E |
| L30 | 352.08' | N89°04'51"W |
| L31 | 8.50' | S00°55'09"W |
| L32 | 19.04' | N89°04'51"W |
| L33 | 49.69' | S46°19'51"W |
| L34 | 135.70' | N88°40'09"W |
| L35 | 20.00' | N00°16'48"E |



EXHIBIT "C"
LEGAL DESCRIPTION OF
BURDENED PROPERTY AND
EASEMENT AREA

BEING an easement over, under, upon and across a portion of that certain real property situated in the Town of Mammoth Lakes, County of Mono, State of California, said real property, the "Burdened Property", being designated "MONO COUNTY CIVIC CENTER PARCEL" as described in the GRANT DEED from the TOWN OF MAMMOTH LAKES to the COUNTY OF MONO, recorded as Document # 2018004418 of Official Records in the Office of the County Recorder of said County, and said portion, being the subject "Easement Area", also being more particularly described as follows:

BEGINNING at the northeast corner of said "MONO COUNTY CIVIC CENTER PARCEL", said northeast corner being located North 00°55'09" East, 102.35 feet from the southeast corner of said PARCEL;
THENCE along the east line of said PARCEL, South 00°55'09" West, 10.00 feet;
THENCE leaving said east line, North 89°04'51" West, 14.58 feet;
THENCE North 00°55'09" East, 2.50 feet;
THENCE North 89°04'51" West, 29.50 feet;
THENCE South 00°55'09" West, 2.50 feet;
THENCE North 89°04'51" West, 114.62 feet;
THENCE North 00°55'09" East, 10.00 feet to the north line of said "Burdened Property";
THENCE along said north line, South 89°04'51" East, 158.70 feet to the POINT OF BEGINNING;
CONTAINING 1,513 square feet of land, more or less.

The Basis of Bearings for the above legal description is the east line of said "Burdened Property" being North 00°55'09" East.

The above described easement is shown on the attached EXHIBIT "D".

LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:



Andrew K Holmes

ANDREW K. HOLMES P.L.S. 4428
LIC. EXPIRES 09/30/19

EXHIBIT "D"

PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

STATE HWY 203

TOWN OF MAMMOTH LAKES
DOC.#2012004389 O.R.

STATE OF CALIFORNIA
DOC.#2008002312 O.R.

COURTHOUSE
BUILDING

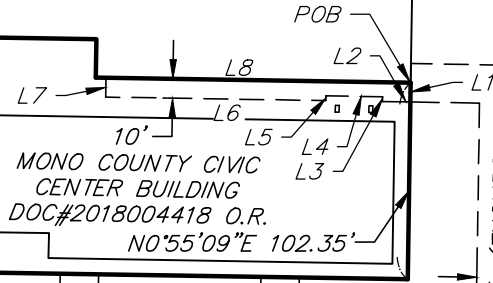
MONO COUNTY
DOC.#2007007331 O.R.

60'

SIERRA PARK ROAD

TOWN OF MAMMOTH
LAKES
DOC.#2007007330 O.R.

POLICE
STATION BULIDING



MONO COUNTY CIVIC
CENTER BUILDING
DOC#2018004418 O.R.
N0°55'09"E 102.35'

20'

(WAY)
31'

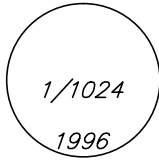
MONO COUNTY
PAR A-3
DOC#2018004417

20'

31'

N0°16'48"E 180.01'

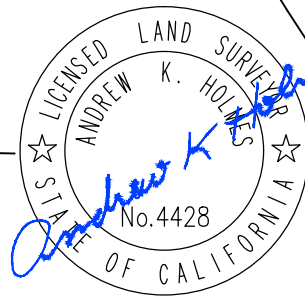
BLM BRASS CAP:



SOUTHERN MONO
HEALTHCARE DISTRICT
DOC#2013003600

S88°40'09"E
60.01'

POC= POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING



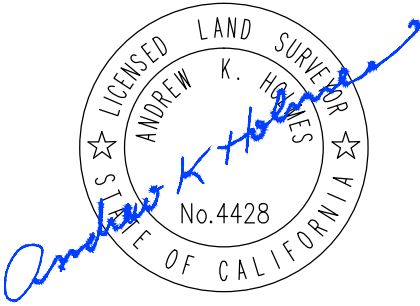
SCALE 1"=100'

EXHIBIT "D"

PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

EASEMENT AREA LINE TABLE



| <i>Line Table</i> | | |
|-------------------|----------------|--------------------|
| <i>Line #</i> | <i>Length</i> | <i>Direction</i> |
| <i>L1</i> | <i>10.00'</i> | <i>S00°55'09"W</i> |
| <i>L2</i> | <i>14.58'</i> | <i>N89°04'51"W</i> |
| <i>L3</i> | <i>2.50'</i> | <i>N00°55'09"E</i> |
| <i>L4</i> | <i>29.50'</i> | <i>N89°04'51"W</i> |
| <i>L5</i> | <i>2.50'</i> | <i>S00°55'09"W</i> |
| <i>L6</i> | <i>114.62'</i> | <i>N89°04'51"W</i> |
| <i>L7</i> | <i>10.00'</i> | <i>N00°55'09"E</i> |
| <i>L8</i> | <i>158.70'</i> | <i>S89°04'51"E</i> |

EXHIBIT "E"
LEGAL DESCRIPTION OF
BURDENED PROPERTY AND
EASEMENT AREA

BEING that certain real property situated in the Town of Mammoth Lakes, County of Mono, State of California, said real property, the "Burdened Property", being described in the GRANT DEED from the SOUTHERN MONO HEALTHCARE DISTRICT to the COUNTY OF MONO and recorded as Document # 2007007331 of Official Records in the Office of the County Recorder of said County.

EXCEPTING THEREFROM a portion of the real property described above, said portion being all that real property described in the GRANT DEED WITH RIGHT OF REPURCHASE from MONO COUNTY to the STATE OF CALIFORNIA and recorded as Document #2008002312 of Official Records in the Office of said County Recorder.

ALSO EXCEPTING THEREFROM a portion of the real property first described above, said portion being all that real property described in the GRANT DEED from MONO COUNTY to the TOWN OF MAMMOTH LAKES and recorded as Document #2012004389 of Official Records in the Office of said County Recorder.

The subject "Easement Area", being a portion of the "Burdened Property" described above, is more particularly described as follows:

COMMENCING at the southeast corner of said real property described in Document #2007007331;
THENCE along the south line of said last mentioned real property, North 88°40'09" West, 8.12 feet to the TRUE POINT OF BEGINNING;
THENCE continuing along said south line, North 88°40'09" West, 20.00 feet;
THENCE leaving said south line, North 00°55'09" East, 210.67 feet;
THENCE South 89°04'51" East, 20.00 feet;
THENCE South 00°55'09" West, 210.81 feet to the TRUE POINT OF BEGINNING;
CONTAINING 4,215 square feet of land, more or less.

The Basis of Bearings for the above Legal Description is the south line of said real property described in Document #2007007331, said bearing being North 88°40'09" West.

The above described easement is shown on the attached EXHIBIT "F".

LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:



Andrew K Holmes

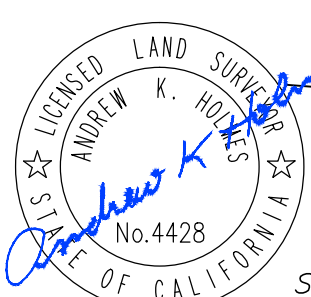
ANDREW K. HOLMES P.L.S. 4428
LIC. EXPIRES 09/30/19

EXHIBIT "F"

PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

STATE HWY 203

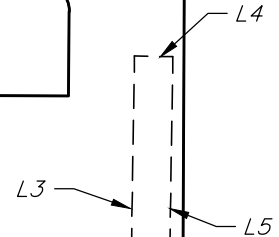


TOWN OF MAMMOTH LAKES
DOC.#2012004389 O.R.

STATE OF CALIFORNIA
DOC.#2008002312 O.R.

COURTHOUSE
BUILDING

MONO COUNTY
DOC.#2007007331 O.R.



TOWN OF MAMMOTH
LAKES
DOC.#2007007330 O.R.

POLICE
STATION BULIDING

MONO COUNTY CIVIC
CENTER BUILDING
DOC.#2018004418 O.R.

MONO COUNTY
PAR A-3
DOC.#2018004417 O.R.

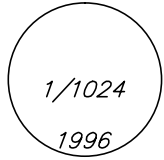
SOUTHERN MONO
HEALTHCARE DISTRICT
DOC#2013003600

SIERRA PARK ROAD

60'

N0°16'48"E 180.01'

BLM BRASS CAP:



S88°40'09"E
60.01'

POC= POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING

SCALE 1"=100'

EXHIBIT "F"

PLAT OF EASEMENT AREA

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA

EASEMENT AREA LINE TABLE



| <i>Line Table</i> | | |
|-------------------|----------------|--------------------|
| <i>Line #</i> | <i>Length</i> | <i>Direction</i> |
| <i>L1</i> | <i>8.12'</i> | <i>N88°40'09"W</i> |
| <i>L2</i> | <i>20.00'</i> | <i>N88°40'09"W</i> |
| <i>L3</i> | <i>210.67'</i> | <i>N00°55'09"E</i> |
| <i>L4</i> | <i>20.00'</i> | <i>S89°04'51"E</i> |
| <i>L5</i> | <i>210.81'</i> | <i>S00°55'09"W</i> |



RESOLUTION NO. R20-___

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ACCEPT AND
CONSENT TO RECORDATION OF A QUITCLAIM DEED NECESSARY TO
ELIMINATE A PORTION OF WATERLINE EASEMENT ON THE MONO
COUNTY CIVIC CENTER SITE**

WHEREAS, pursuant to California law, deeds or grants conveying an interest in real property to a government agency may not be recorded without the consent of the government agency; and

WHEREAS, Government Code Section 27281 allows the legislative body of the government agency to authorize one or more officers or agents to accept and consent to the recordation of such deeds or grants; and

WHEREAS, the Southern Mono Healthcare District, which previously owned the real property where the Mono County Civic Center Project is being constructed, granted a waterline easement to the Mammoth Community Water District (the "Water District") in 2007; and

WHEREAS, in conjunction with the development of the Mono County Civic Center Project, the County granted a separate easement over the real property where the Mono County Civic Center Project is being constructed to the Water District for ingress and egress to maintain the water and sewer facilities and infrastructure that serve the Mono County Civic Center; and

WHEREAS, because of the County's grant of easement, a portion of the waterline easement granted by the Southern Mono Healthcare District to the Water District in 2007 is no longer needed by the Water District, and therefore the Water District is willing to relinquish and eliminate by quitclaim deed to the County the waterline easement; and

WHEREAS, the Board of Supervisors wishes to authorize the Public Works Director to accept and consent to recordation of a quitclaim deed as necessary to relinquish and eliminate a portion of waterline easement no longer needed by the Water District.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the Public Works Director is hereby authorized to accept and consent to the recordation of a quitclaim deed granted to the County as necessary to relinquish and eliminate a portion of the easement granted by the Southern Mono Healthcare District to the Mammoth Community Water District in 2007.

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PASSED, APPROVED and ADOPTED this 9th day of June, 2020, by the following vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Mono County Counsel's Office

Recording Requested By:

Mammoth Community Water District

When Recorded, Please Mail This Document To:

**Mammoth Community Water District
P.O. Box 780
Mammoth Lakes, CA 93465**

**No recording fee per
Government Code §§ 6103 & 27383**

APNs: 035-010-068-000, 035-010-069-000

- This Space For Recorder's Use Only -

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Mammoth Community Water District**, a California county water district ("District"), hereby relinquishes and quitclaims to **the County of Mono**, a political subdivision of the State of California ("Grantee"), all of District's right, title, and interest in that certain real property located in the Town of Mammoth Lakes, County of Mono, State of California, including all property interests possessed by District under that certain fifteen foot wide strip, which District acquired by Easement Agreement recorded as Document #2007007325 of Official Records in the Office of the Mono County Recorder, State of California.

The quitclaimed easement is more particularly described in the attached **Exhibit "A"** incorporated herein by this reference.

Executed this _____, 20__.

MAMMOTH COMMUNITY WATER DISTRICT:

By: _____
Mark Busby
Interim General Manager

CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC
[California Civil Code § 1189]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____, 20____ before me, _____, a
notary public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY

[Gov't Code, § 27281]

This is to certify that THE COUNTY OF MONO, a political subdivision of the State of California, acting by and through its Public Works Director, hereby accepts for public purposes the real property, or interest therein, conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, and consents to the recordation thereof pursuant to authority conferred by Resolution No. R20-__ of the Board of Supervisors approved at a public meeting held on June 9, 2020.

By: _____
Tony Dublino
Public Works Director

EXHIBIT "A"

LEGAL DESCRIPTION EASEMENT QUITCLAIM OVER MONO COUNTY PROPERTIES

BEING a quitclaim of portions of that certain 15.00 foot wide waterline easement situated in the Town of Mammoth Lakes, County of Mono, State of California, said waterline easement being further described in the "EASEMENT AGREEMENT" recorded as Document # 2007007325 of Official Records in the Office of the County Recorder of said County, and said portions also being more particularly described as follows:

All that portion of said waterline easement lying within the real property described in the Grant Deed from the Town of Mammoth Lakes to the County of Mono and recorded as Document # 2018004417 of Official Records of said County.

TOGETHER WITH all that portion of said waterline easement lying within the real property described in the Grant Deed from the Town of Mammoth Lakes to the County of Mono and recorded as Document # 2018004418 of Official Records of said County.

The above described portions of said waterline easement are shown on the attached Exhibit.



LEGAL DESCRIPTION PREPARED
UNDER THE SUPERVISION OF:

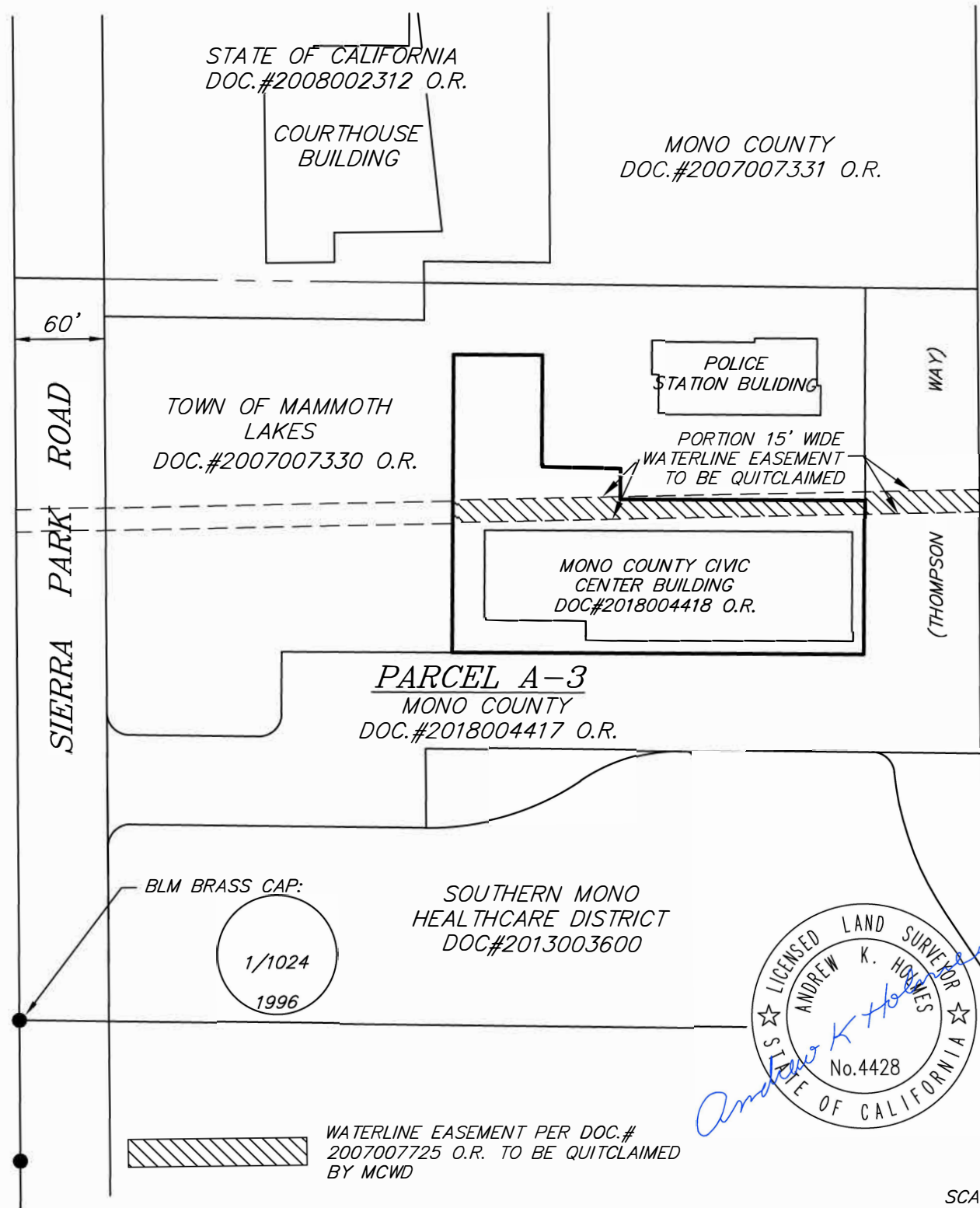
Andrew K Holmes

ANDREW K. HOLMES P.L.S. 4428
LIC. EXPIRES 09/30/19

EXHIBIT "A"

EASEMENT QUITCLAIM OVER MONO COUNTY PROPERTIES

MAMMOTH LAKES, MONO COUNTY, CALIFORNIA





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: Finance

TIME REQUIRED

SUBJECT Mono County Statement of
Investment Policy

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

This is a request for a minor revision to the Mono County Statement of Investment Policy increasing the Local Area Investment Fund (LAIF) investment maximum balance from \$65 million to \$75 million. Change is necessary to accommodate the anticipated receipt of MUSD general obligation bond proceeds of \$27 million later in June 2020 into the Mono County Investment Pool.

RECOMMENDED ACTION:

Approve the Mono County Statement of Investment Policy, as presented or amended.

FISCAL IMPACT:

None

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 760-932-5483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Mono County Investment Policy 2020 RI](#)

History

Time

6/4/2020 2:09 PM

Who

County Administrative Office

Approval

Yes

6/1/2020 10:27 AM

County Counsel

Yes

5/28/2020 5:30 PM

Finance

Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM, MPA
Finance Director

Kim Bunn
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

Date: June 9, 2020
To: Honorable Board of Supervisors
From: Finance: Janet Dutcher, Gerald Frank

Subject:
Mono County Statement of Investment Policy

Actions Requested:
Approve the Mono County Statement of Investment Policy as presented or amended.

Background:
The existing Statement of Investment Policy is compiled by using reference materials from the prior investment policy, the Government Finance Officers Association Best Practices and sample policy, and portions of various Counties' policies. The California Debt and Investment Advisory Commission's publication "Local Agency Investment Guidelines," which can be found at <http://www.treasurer.ca.gov/cdiac/laig/guideline.pdf>, was also referenced.

Government Code section 27133 states, "In any county that establishes a county treasury oversight committee pursuant to this article, the county treasurer shall annually prepare an investment policy that will be reviewed and monitored by the county treasury oversight committee."

Discussion:
The attached Statement of Investment Policy as presented is the existing policy with one minor change, which cannot wait until the next investment policy update anticipated to be in January 2021. The content change (noted in blue and highlighted in yellow on page 5 in the attached Investment Policy Document) includes:

- Section VIII,1,K – LAIF increased their maximum deposit amount from \$65 million to \$75 million. We are asking for this change to help accommodate the new MUSD Bonds of \$27 million which we anticipate receiving around June 25, 2020.

Fiscal Impact:
None

MONO COUNTY STATEMENT OF INVESTMENT POLICY



June 9, 2020

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COUNTY OF MONO INVESTMENT POLICY

I. Introduction

The intent of the Investment Policy of the County of Mono is to define the parameters within which funds are to be managed. In methods, procedures, and practices, the policy formalizes the framework for the County's investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the County's funds. The guidelines are intended to be broad enough to allow the Director of Finance to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

II. Governing Authority

The investment program shall be operated in conformance with Government Code §53601, et seq. which provides legal authorization for the investment and deposit of funds of specified local agencies and which is made applicable to counties by Government Code §53635.2.

III. Scope

The policy applies to activities of the County with regard to investing the financial assets of all funds. In addition, funds held by trustees or fiscal agents are excluded from these rules; however, all funds are subject to regulations established by the State of California.

Note that any excluded funds such as the Other Post Employment Benefit Trust Fund are covered by separate policies.

Except for funds in certain restricted and special funds, the County commingles its funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

IV. General Objectives

The primary objectives, in priority order, of investment activities shall be:

1. **Safety** – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal will be to mitigate the credit risk and interest rate risk.
2. **Liquidity** – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. **Yield** – The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints of safety and liquidity needs.

V. Standards of Care

1. **Prudence** – The standard to be used by the Director of Finance/Investment Officer shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The Finance Director acting in accordance with written procedures and this

investment policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The "prudent person" standard states that,

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

2. **Ethics and Conflicts of Interest** – Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the County.
3. **Delegation of Authority and Responsibilities Governing Body** – The Board of Supervisors (Board) will retain ultimate fiduciary responsibility for the portfolio. The Board will receive monthly and quarterly reports, designate investment officers and annually review the investment policy making any necessary changes by adoption.

Delegation of Authority – Pursuant to Government Code §53607, authority to invest or reinvest, or to sell or exchange securities so purchased, may be delegated for a one-year period; thereafter, the County Finance Director shall assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.

Responsibility for the operation of the investment program shall be delegated by ordinance pursuant to Government Code §27000.1 to the Finance Director until the Board of Supervisors revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation. The Finance Director shall act in accordance with established, written procedures and internal controls for the operation of the investment program consistent with this Investment Policy.

All participants in the investment process shall seek to act responsibly as custodians of the public trust.

Treasury Oversight Committee – A County Treasury Oversight Committee has been established in accordance with §27130 et seq. of the Government Code to promote public interest by involving depositors in the management of their funds. The Treasury Oversight Committee shall:

- A. Review and monitor the Investment Policy,
- B. Annually review the investments made by the County Treasury,
- C. Cause an annual audit to be conducted to determine the County Treasury's compliance with Government Code §27130 et seq., and

- D. Meet on other matters as necessary.

By statute, the County Treasury Oversight Committee has no authority to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or to impinge on the day-to-day operations of the County Treasury.

Committee members may not accept any honoraria, gifts or gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business, which are more than the limits imposed by State Law, or by the Fair Political Practices Commission.

Investment Advisor – The County may engage the services of one or more external investment managers to assist in the management of the entity’s investment portfolio in a manner consistent with the entity’s objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. Authorized Financial Institutions, Depositories and Broker/Dealers

1. Financial institutions and depositories authorized to provide investment services and security broker/dealers will be selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include “primary” dealers or regional dealers that qualify under both Government Code §53601.5 and Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).
2. All financial institutions and broker/dealers who desire to become qualified for investment transactions shall meet the requirements of Government Code §53601.5 and, in addition, must supply the following as deemed appropriate by the Finance Director.
 - A. Audited financial statements demonstrating compliance with the state and federal capital adequacy guidelines.
 - B. Proof of Financial Industry Regulation Authority (FINRA) certification (not applicable to Certificate of Deposit counterparties).
 - C. Proof of California state registration.
 - D. Certification of having read and understood and agreeing to comply with the County’s investment policy.
 - E. Evidence of adequate insurance coverage meeting any applicable requirements of State law and otherwise deemed adequate by the Finance Director.
3. An annual review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted by the Finance Director.

VII. Safekeeping and Custody

1. **Delivery vs. Payment** – All trades, where applicable, will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.
2. **Safekeeping** – Pursuant to Government Code §53608, the Board delegates to the Finance Director its authority to deposit securities for safekeeping. Securities will be held by a third-party custodian meeting the requirements of Government Code §53608 or other applicable law and selected by the Finance Director. The safekeeping institution shall annually provide a

copy of their most recent report on internal controls (Statement of Auditing Standards No. 70)

3. **Internal Controls** – The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the County are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of the control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires estimates and judgments by management. The internal controls shall address the following points at a minimum:
 - A. Control of collusion,
 - B. Separation of transaction authority from accounting and recordkeeping,
 - C. Custodial safekeeping,
 - D. Avoidance of physical delivery securities,
 - E. Clear delegation of authority to subordinate staff members,
 - F. Written confirmation of transactions for investments and wire transfers,
 - G. Dual authorization of wire transfers,
 - H. Development of a wire transfer agreement with the lead bank and third-party custodian,
 - I. Staff training, and
 - J. Review, maintenance and monitoring of security procedures both manual and automated.

VIII. Authorized Investments

1. **Investment Types** – All investments shall be made in accordance with §53600 et seq. of the California Government Code and as described within this Investment Policy and summarized in Appendix A. Permitted investments under this policy shall include:

- A. **United States Treasury notes, bonds bills, or certificates of indebtedness**, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. [Gov't Code §53601(b).]

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- B. **Federal Agency or United States Government-Sponsored Enterprise Obligations, Participations, or other Instruments**, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises §53601(f) such as Fannie Mae and Freddie Mac.

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- C. **State of California Notes & Bonds** registered state warrants or treasury notes of California including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state. [Gov't Code §53601(c).]

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- D. **Notes and Bonds of Other 49 States** registered treasury notes or bonds of any of the other 49 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of that state. [Gov't Code §53601(d).]

There is no limitation as to the percentage of the portfolio that can be invested in this category.

- E. **Negotiable Certificates of Deposit (NCDs)** issued by a nationally or state chartered bank, a state or federal savings and loan association, a State or federal credit union or by a state-licensed branch of a foreign bank. [Gov't Code §53601(i).]

No more than 30% of the portfolio may be invested in NCDs

- F. **Banker's acceptances**, otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. [Gov't Code §53601(g).]

May not exceed 180 days to maturity or be more than 40% of the market value of the portfolio and no more than 30% of the County's moneys may be invested in banker's acceptances in the same bank.

- G. **Commercial paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO) such as Standard & Poor's or Moody's. [Gov't Code §53601(h) & §53635(a).]

Must have a maximum maturity of 270 days or less, no more than 40% of the portfolio may be invested in eligible commercial paper and no more than 10% may be invested in any one issuer's commercial paper.

- H. **Medium-term notes** include corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States and rated "A" or better by an NRSRO. [Gov't Code §53601(k).]

May not exceed 30% of the portfolio may be invested in medium-term notes.

- I. **Reverse repurchase agreements** whose underlying purchased securities consist of the aforementioned instruments, subject to all the conditions set forth in Government Code §53601(j)(3).

May not exceed 20% of the base value of the portfolio and no agreement may exceed 92 days.

- J. **Money market mutual funds** – shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment company Act of 1940 (15 U.S.C. §80a-1 et sec. [Gov't Code §53601(l).]

No more than 20% of the portfolio may be invested in money market funds.

- K. **Local Agency Investment Fund** – established by the State Treasurer for the benefit of local agencies. [Gov't Code §16429.1.]

No more than \$75 million may be invested in LAIF (LAIF rules)

- L. **California Asset Management Program (CAMP)**. Shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of

the State of California which invests exclusively in investments permitted by §53601 of the Government Code as it may be amended. [Gov't Code §53601(p).]

No more than 20% of the portfolio may be invested in the California Asset Management Program

M. **Commercial or Savings Bank, Savings and Loan or Credit Union** may be used to invest surplus funds up to 30% of the portfolio pursuant to §§53601.8 and 53635.8 of the Government Code.

No more than 10% can be invested in any one institution.

N. **Bonds, notes, warrants or other evidences of indebtedness** of a local agency within the State of California, including local agencies formed within Mono County. [Gov't Code §53601(e).]

May not exceed 5 years to maturity. All investments with local agencies formed within Mono County must be pre-approved by the Board of Supervisors.

O. **Supranationals** – United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States and rated AA or better by an NRSRO. [Gov't Code §53601(q).]

No more than 30% may be invested in supranationals

2. **Collateralization** – Where allowed by state law, full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit. Repurchase agreements will be collateralized at 102 percent.

IX. Investment Parameters

1. **Mitigating Credit Risk in the portfolio** – Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The County shall mitigate credit risk by adopting the following:

Diversification – The investments will be diversified by

- i. Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
- ii. Limiting investment in securities that have higher credit risks,
- iii. Investing in securities with varying maturities, and
- iv. Continuously investing a portion of the portfolio in readily available funds such as local government investment pools, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time subsequent to the purchase of a particular issuer or investment type. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

2. *Mitigating Market Risk in the portfolio* – Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The County recognizes that, over time, longer-term/core portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The County shall mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The County further recognizes that certain types of securities, including variable rate securities, securities with principal pay downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The County, therefore, adopts the following strategies to control and mitigate market risk:

- i. The County shall maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements,
- ii. The maximum percentage of callable Agency Bonds or Certificate of Deposits in the portfolio shall be 30%,
- iii. The maximum stated final maturity of individual securities in the portfolio shall be five years, except as otherwise stated in this policy,
- iv. Liquidity funds will be held in LAIF, CAMP or money market instruments maturing one year and shorter,
- v. Longer term/Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between 1 day and 5 years and will be only invested in higher quality and liquid securities.
- vi. It is recommended that the Weighted Average Maturity of the portfolio not exceed 24 months (730 Days) or such shorter dollar-weighted average maturity as may be required by State law. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that the appropriate Weighted Average Maturity is maintained.

X. Reporting

1. The Finance Director shall provide quarterly investment reports to the Board of Supervisors and The Treasury Oversight Committee within 30 days following the end of the quarter covered by the report. These reports shall include the following investment information as required by Government Code §53646(b):
 - A. The type of investment, issuer, date of maturity, par and dollar amount invested in all securities, investments and moneys held in the County Treasury,
 - B. Market value as of the date of the report and the source of this valuation,
 - C. The weighted average maturity of the investments within the Treasury,
 - D. Distribution by type of investment,
 - E. A description of all the County's funds and investments that are under the management of contracted parties,

- F. A statement of compliance of the portfolio to this Statement of Investment Policy or manner in which the portfolio is not in compliance, and
 - G. A statement denoting the ability of the County to meet its pool's expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.
2. The Treasury Oversight committee shall cause an annual audit to be conducted to determine the county treasury's compliance with Chapter 5, Article 6 (§27130-§27137) of the Government Code and this Statement of Investment Policy.

XI. Investment Pool Costs and Earnings Distribution

Costs directly related to the operation and management of the investment pool shall be deducted quarterly directly from net interest earnings prior to the distribution of interest earnings for the quarter. Pool costs include, but are not limited to, staff time, investment tracking costs, brokerage costs, and treasury pool audit costs.

Interest earnings shall be allocated quarterly according to each fund's average daily cash balances as a percentage of the total investment pool. Earnings shall be the net of received interest, amortized premiums, accreted discounts and profit or loss on the sale of trade of a security attributable to the quarter being apportioned, plus adjustments from prior quarters. The interest shall be apportioned as of the last day of the quarter and added to each participating fund's balance in the pooled investment fund.

XII. Investing of Bond Proceeds

The County Treasurer shall invest bond proceeds using the standards of this Investment Policy. The bond proceeds will be invested in securities permitted by the bond documents. If the bond documents are silent, the bond proceeds will be invested in securities permitted by this Policy.

XIII. Withdrawal Requests

1. Regular Operation

The County Finance Director seeks to honor all written withdrawal requests for regular operating purposes that are approved by the County Auditor- Controller's Office in a timely fashion. However, the County Finance Director recognizes that occasionally the Pool Participants may request large amounts in withdrawals to cover unexpected operational needs. To accommodate such withdrawals and allow for adequate time for adjustments to the liquidity position of the Pool, the County Finance Director expects all Pool Participants to submit their written requests within the following timeframes:

- A. Withdrawals up to \$2 million – 3 business days in advance of disbursement
- B. Withdrawals above \$2 million – 5 business days in advance of disbursement and in no case can more than \$5 million dollars be withdrawn in a single business day

Extraordinary withdrawal requests are considered withdrawals outside the normal cash-flow patterns of a Pool Participant. For any withdrawal considered extraordinary, the Finance Director shall evaluate the effect of the proposed withdrawal on the stability and predictability of the investments in the County treasury. In the event that the Finance Director

must liquidate investments in order to honor the withdrawal request, the Pool Participant who requests the withdrawal shall be subject to all expenses associated with the liquidation, including, but not limited to loss of principal and interest income, withdrawal penalties, and associated fees.

2. Investing or Depositing Funds Outside the Pool

Any entity that seeks to withdraw funds for the purpose of investing or depositing those funds outside the county treasury pool, shall first submit the request for withdrawal to the Finance Director who shall evaluate the effect of the proposed withdrawal on the stability and predictability of the investments in the county treasury. Prior to approval, the Finance Director shall find that the proposed withdrawal will not adversely affect the interests of the other depositors in the pool (Government Code §27136). If it is necessary to liquidate securities, all losses occurring from the sale of a security prior to its maturity shall be borne by the entity wishing to withdraw funds.

XIV. Terms and Conditions for Outside Investors

Outside local agencies, where the County Finance Director does not serve as the agency's treasurer, may invest in Mono County's Investment Pool as permitted by Government Code §53684. Deposits are subject to the consent of the County Finance Director. The local agency legislative body must approve the county investment pool as an authorized investment. If the County Finance Director deems appropriate, the deposits may be returned at any time.

XV. Policy Review

This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal liquidity, rate of return and its relevance to current law and financial and economic trends.

| SUMMARY OF INVESTMENT LIMITATIONS | | | | | |
|-------------------------------------------------------------------|----------------------------------|-------------------------------------------------|------------------------------------------|------------------------------------|----------------------------------------------|
| Investment Type | Government Code Reference | Limit¹ Per Investment Type(s) | Limit¹ Per Institution | Minimum² Ratings | Maxium² Allowable Maturity |
| United States Treasuries | §53601 (b) | None | None | None | 5 years |
| United States Federal Agencies & Government-Sponsored Enterprises | §53601 (f) | None | None | None | 5 years |
| State of California Notes & Bonds | §53601 (c) & 53601 (e) | None | None | None | 5 years |
| Notes & Bonds of Other 49 States | §53601 (d) | None | None | None | 5 years |
| California Local Agency Debt | §53601 (a), (c) & (e) | None | None | None | 5 years |
| Medium-Term Notes | §53601 (k) | 30% | None | A | 5 years |
| Negotiable Certificates of Deposit | §53601 (i) | 30% | None | N/A | 5 years |
| Bankers Acceptances | §53601 (g) | 40% | 30% | A-1 | 180 days |
| Commercial Paper | §53601 (h) & 53635 (a) | 40% | 10% | A-1 (short) A (long) | 270 days |
| Reverse Repurchase Agreements | §53601 (j) | 20% | None | Primary Dealer | 92 days |
| Local Agency Investment Fund (LAIF) | §16429.1 | N/A | N/A | N/A | N/A |
| California Asset Management Program (CAMP) | §53601(p) | N/A | N/A | N/A | N/A |
| Money Market Mutual Funds | §53601(l) | 20% | 10% | AAA | N/A |
| Commercial or Savings Bank, Savings and Loan or Credit Union | §53601.8 & 53635.8 | 30% | 10% | N/A | N/A |
| Supranationals | §53601(q) | 30% | N/A | AA | 5 years |

¹ Based on total of surplus funds at the time the investment decision is made.

² At the time of purchase.

GLOSSARY

Accreted Discount – The increase in the value of a discounted instrument as time passes and it approaches maturity. The value of the instrument will accrete (grow) at the interest rate implied by the discounted issuance price, the value at maturity and the term to maturity.

Accrued Interest – Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

Amortization – The reduction of debt through regular payment of principal scheduled to complete repayment by maturity. Usually the payment of interest is incorporated to compensate the lender over the life of the debt.

Bankers' Acceptance – A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank “accepts” such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

Basis point – One basis point is equal to 1/100 of 1%. For example, if interest rates increase from 4.25% to 4.5%, the difference is referred to as a 25-basis-point increase.

Book Value – The value of a security as carried in the records of an investor. Generally, this is the initial outlay for the investment and may be net or gross of expenses such as trading costs, services charges, etc.

Bond – A debt investment in which an investor loans money to an entity (corporate or governmental) that borrows the funds for a defined period of time at a fixed interest rate. Bonds are used by companies, municipalities, states and U.S. and foreign governments to finance a variety of projects and activities.

Broker/Dealer – Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/Dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

Commercial Paper – Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30 – 45 days.

Coupon Rate – The interest rate stated on a bond when it is issued. The coupon is typically paid semi-annually.

Current Yield – The annual income (interest or dividends) divided by the current price of the security. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSIP Numbers – An acronym for Committee on Uniform Security Identification Procedures, CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

Debt Instrument – An instrument or promissory note which evidences and documents the terms of the loaning of funds from one party to another. Typically, the instrument contains the loan date, the maturity date, the repayment provisions, and the interest rate of the borrowing.

Default – The failure to pay debt obligations as agreed in the terms of the debt

Discount – The condition of the price of a bond that is lower than par. The discount equals the difference between the price paid for a security and the security's par value.

Earnings Apportionment – The quarterly interest distribution to the Pool participants.

Fair Value – The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

Fannie Mae (FNMA, Federal National Mortgage Association) – A government-sponsored enterprise (GSE) that was created in 1938 to expand the flow of mortgage money by creating a secondary mortgage market. Fannie Mae is a publicly traded company which operates under a congressional charter that directs Fannie Mae to channel its efforts into increasing the availability and affordability of homeownership for low-, moderate-, and middle-income Americans.

Federal Government Agency – Debt issued by government sponsored entities (GSE) to facilitate various types of lending. For example, the Federal Farm Credit Bank provides funds to farmers and FNMA provides funds to the real estate mortgage markets.

Freddie Mac (FHLMC, Federal Home Loan Mortgage Corp.) – A stockholder owned government sponsored enterprise (GSE) chartered by Congress in 1970 to keep money flowing to mortgage lenders in support of homeownership and rental housing for middle-income Americans. The FHLMC purchases, guarantees and securitizes mortgages to form mortgage-backed securities. The mortgage-backed securities that it issues tend to be very liquid and carry a credit rating close to that of U.S. Treasuries.

Government-Sponsored Enterprise (GSE) – Privately held corporations with public purposes created by the U.S. Congress to reduce the cost of capital for the certain borrowing sectors of the economy. Members of these sectors include students, farmers and homeowners.

Local Agency Investment Fund (LAIF) – The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

Market Value – The price at which a security is trading and could presumably be purchased or sold.

Maturity – The date upon which the principal of a security becomes due and payable to the holder.

Money Market Mutual Fund – A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty

Par Value – The face value of a bond. Par value is important for a bond or fixed-income instrument because it determines its maturity value as well as the dollar value of coupon payments.

Premium – The condition of the price of a bond that is higher than par. The premium equals the difference between the price paid for a security and the security's par value.

Principal – The face amount of a security not taking into account discounts or premiums. The amount borrowed or the amount still owed on a loan, separate from interest.

Repurchase Agreement (Repo) – A form of short-term borrowing for dealers in government securities. The dealer sells the government securities to investors, usually on an overnight basis, and buys them back the following day. For the party selling the security (and agreeing to repurchase it in the future) it is a repo; for the party on the other end of the transaction, (buying the security and agreeing to sell in the future) it is a reverse repurchase agreement.

Reverse Repurchase Agreement – The purchase of securities with the agreement to sell them at a higher price at a specific future date.

Registered Warrants – A “promise to pay” with interest, that is issued by the State of California when there is not enough cash to meet all of the State's payment obligations.

Settlement Date – The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

Supranational Bonds – These bonds are issued when two or more central governments issue foreign bonds to promote economic development for the member countries. These include bonds issued by the International Bank for Reconstruction and Development, or World Bank, and the International American Development Bank.

Trade Date – The date and time corresponding to an investor's commitment to buy or sell a security.

U.S. Treasury Obligation – Direct obligations of the United States Treasury whose payment is guaranteed by the United States of America.

Weighted Average Maturity (WAM) - The weighted average of the time until all securities in a portfolio mature.

TEMPORARY CONSTRAINTS AND RESTRICTIONS ON INVESTMENTS

1. County of Mono restricts transactions with the following banks from October 20, 2015 until June 30, 2020:

Citigroup, JP Morgan Chase, Barclays, Royal Bank of Scotland, and Deutsche Bank

2. County of Mono restricts the purchase of any retail products issued by Wells Fargo Bank from December 1, 2016 until June 30, 2021.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Treasury Transaction Report for the month ending 4/30/2020.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 4/30/2020.

FISCAL IMPACT:

None

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Treasury Transaction Report for the month ending 4/30/2020.](#)

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 6/4/2020 2:09 PM | County Administrative Office | Yes |
| 6/1/2020 9:29 AM | County Counsel | Yes |
| 5/20/2020 4:29 PM | Finance | Yes |



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2020, End Date: 4/30/2020

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|--------------------------------|-----------------|---------------|-------------------------|-------------------------------------------------|----------------|----------------------|-------------------------|------------|----------------------|
| Buy Transactions | | | | | | | | | |
| Buy | 4/2/2020 | 15118RUR6 | 249,000.00 | Celtic Bank 1.35 4/2/2025 | 100.00 | 249,000.00 | 0.00 | 1.35 | 249,000.00 |
| Buy | 4/17/2020 | 87165FZD9 | 248,000.00 | Synchrony Bank 1.45 4/17/2025 | 100.00 | 248,000.00 | 0.00 | 1.45 | 248,000.00 |
| Subtotal | | | 497,000.00 | | | 497,000.00 | 0.00 | | 497,000.00 |
| Deposit | 4/3/2020 | LAIF6000Q | 3,000,000.00 | Local Agency Investment Fund LGIP | 100.00 | 3,000,000.00 | 0.00 | 0.00 | 3,000,000.00 |
| Deposit | 4/7/2020 | LAIF6000Q | 3,500,000.00 | Local Agency Investment Fund LGIP | 100.00 | 3,500,000.00 | 0.00 | 0.00 | 3,500,000.00 |
| Deposit | 4/14/2020 | LAIF6000Q | 5,000,000.00 | Local Agency Investment Fund LGIP | 100.00 | 5,000,000.00 | 0.00 | 0.00 | 5,000,000.00 |
| Deposit | 4/15/2020 | LAIF6000Q | 180,981.84 | Local Agency Investment Fund LGIP | 100.00 | 180,981.84 | 0.00 | 0.00 | 180,981.84 |
| Deposit | 4/15/2020 | LAIF6000Q | 3,500,000.00 | Local Agency Investment Fund LGIP | 100.00 | 3,500,000.00 | 0.00 | 0.00 | 3,500,000.00 |
| Deposit | 4/30/2020 | OAKVALLEY0670 | 2,146.69 | Oak Valley Bank Cash | 100.00 | 2,146.69 | 0.00 | 0.00 | 2,146.69 |
| Deposit | 4/30/2020 | OAKVALLEY0670 | 28,801,624.40 | Oak Valley Bank Cash | 100.00 | 28,801,624.40 | 0.00 | 0.00 | 28,801,624.40 |
| Subtotal | | | 43,984,752.93 | | | 43,984,752.93 | 0.00 | | 43,984,752.93 |
| Total Buy Transactions | | | 44,481,752.93 | | | 44,481,752.93 | 0.00 | | 44,481,752.93 |
| Sell Transactions | | | | | | | | | |
| Called | 4/27/2020 | 3136G3H81 | 1,000,000.00 | FNMA 1.45 1/27/2021-17 | 0.00 | 1,000,000.00 | 3,625.00 | 0.00 | 1,003,625.00 |
| Called | 4/28/2020 | 3136G3C78 | 1,000,000.00 | FNMA 1.55 7/28/2021-16 | 0.00 | 1,000,000.00 | 3,875.00 | 0.00 | 1,003,875.00 |
| Called | 4/28/2020 | 3136G4EV1 | 1,000,000.00 | FNMA 1.625 10/28/2021-17 | 0.00 | 1,000,000.00 | 0.00 | 0.00 | 1,000,000.00 |
| Called | 4/28/2020 | 3136G4EU3 | 1,000,000.00 | FNMA 1.6 10/28/2021-17 | 0.00 | 1,000,000.00 | 0.00 | 0.00 | 1,000,000.00 |
| Subtotal | | | 4,000,000.00 | | | 4,000,000.00 | 7,500.00 | | 4,007,500.00 |
| Matured | 4/22/2020 | 38148JRS2 | 245,000.00 | GOLDMAN SACHS BK USA NEW YORK 1.9 4/22/2020 | 0.00 | 245,000.00 | 0.00 | 0.00 | 245,000.00 |
| Matured | 4/29/2020 | 02587DXK9 | 245,000.00 | AMERICAN EXPRESS CENTURION BK 1.85 4/29/2020 | 0.00 | 245,000.00 | 0.00 | 0.00 | 245,000.00 |
| Subtotal | | | 490,000.00 | | | 490,000.00 | 0.00 | | 490,000.00 |
| Withdraw | 4/3/2020 | FIT | 500,000.00 | Funds in Transit Cash | 0.00 | 500,000.00 | 0.00 | 0.00 | 500,000.00 |
| Withdraw | 4/23/2020 | LAIF6000Q | 0.41 | Local Agency Investment Fund LGIP | 0.00 | 0.41 | 0.00 | 0.00 | 0.41 |
| Withdraw | 4/30/2020 | OAKVALLEY0670 | 25,289,848.54 | Oak Valley Bank Cash | 0.00 | 25,289,848.54 | 0.00 | 0.00 | 25,289,848.54 |
| Subtotal | | | 25,789,848.95 | | | 25,789,848.95 | 0.00 | | 25,789,848.95 |
| Total Sell Transactions | | | 30,279,848.95 | | | 30,279,848.95 | 7,500.00 | | 30,287,348.95 |



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2020, End Date: 4/30/2020

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|---------------------------|-----------------|-----------|----------------------|-------------------------------------------------------|----------------|-----------|----------------------|------------|-----------|
| Interest/Dividends | | | | | | | | | |
| Interest | 4/1/2020 | 84485EAE7 | 0.00 | Southwest Financial Federal CU 3.15 2/26/2021 | | 0.00 | 666.16 | 0.00 | 666.16 |
| Interest | 4/1/2020 | 299547AQ2 | 0.00 | Evansville Teachers Federal Credit Union 2.6 6/12/ | | 0.00 | 549.85 | 0.00 | 549.85 |
| Interest | 4/1/2020 | 369674AX4 | 0.00 | GE Credit Union 3 8/31/2020 | | 0.00 | 634.44 | 0.00 | 634.44 |
| Interest | 4/1/2020 | 13063DAD0 | 0.00 | California State GO UNLTD 2.367 4/1/2022 | | 0.00 | 5,917.50 | 0.00 | 5,917.50 |
| Interest | 4/1/2020 | 538036HP2 | 0.00 | Live Oak Banking Company 1.85 1/20/2025 | | 0.00 | 391.24 | 0.00 | 391.24 |
| Interest | 4/1/2020 | 76124YAB2 | 0.00 | Resource One Credit Union 1.9 11/27/2024 | | 0.00 | 395.36 | 0.00 | 395.36 |
| Interest | 4/1/2020 | 91435LAB3 | 0.00 | University of Iowa Community Credit Union 3 4/28/2 | | 0.00 | 624.25 | 0.00 | 624.25 |
| Interest | 4/1/2020 | 696624CC7 | 0.00 | Palm Desert CA Redev 2.25 10/1/2020 | | 0.00 | 2,812.50 | 0.00 | 2,812.50 |
| Interest | 4/1/2020 | 33651FAD1 | 0.00 | First Source Federal Credit Union 1.95 3/26/2021 | | 0.00 | 412.38 | 0.00 | 412.38 |
| Interest | 4/1/2020 | 499724AD4 | 0.00 | Knox TVA Employee Credit Union 3.25 8/30/2023 | | 0.00 | 676.27 | 0.00 | 676.27 |
| Interest | 4/1/2020 | 911312BK1 | 0.00 | United Parcel Service 2.5 4/1/2023-23 | | 0.00 | 6,250.00 | 0.00 | 6,250.00 |
| Interest | 4/1/2020 | 13063DLZ9 | 0.00 | State of California 3 4/1/2024 | | 0.00 | 7,500.00 | 0.00 | 7,500.00 |
| Interest | 4/1/2020 | 052392AA5 | 0.00 | Austin Telco FCU 1.8 2/28/2025 | | 0.00 | 368.38 | 0.00 | 368.38 |
| Interest | 4/2/2020 | 3133EJD48 | 0.00 | FFCB 3.05 10/2/2023 | | 0.00 | 15,250.00 | 0.00 | 15,250.00 |
| Interest | 4/3/2020 | 9497486Z5 | 0.00 | WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021 | | 0.00 | 332.93 | 0.00 | 332.93 |
| Interest | 4/5/2020 | 14042RCQ2 | 0.00 | CAPITAL ONE, NATIONAL ASSOCIATION 1.7 10/5/2021 | | 0.00 | 2,088.21 | 0.00 | 2,088.21 |
| Interest | 4/5/2020 | 3135G0T78 | 0.00 | FNMA 2 10/5/2022 | | 0.00 | 10,000.00 | 0.00 | 10,000.00 |
| Interest | 4/5/2020 | 31926GAL4 | 0.00 | First Bank of Greenwich 3 11/8/2020 | | 0.00 | 626.79 | 0.00 | 626.79 |
| Interest | 4/5/2020 | 32117BCX4 | 0.00 | First National Bank Dama 2.8 5/5/2023 | | 0.00 | 592.14 | 0.00 | 592.14 |
| Interest | 4/5/2020 | 981571CE0 | 0.00 | Worlds Foremost Bk Sidney NE 1.75 5/5/2021 | | 0.00 | 297.26 | 0.00 | 297.26 |
| Interest | 4/7/2020 | 90983WBT7 | 0.00 | United Community Bank 1.65 2/7/2025 | | 0.00 | 348.94 | 0.00 | 348.94 |
| Interest | 4/7/2020 | 3135G0Q89 | 0.00 | FNMA 1.375 10/7/2021 | | 0.00 | 6,875.00 | 0.00 | 6,875.00 |
| Interest | 4/8/2020 | 29367SJQ8 | 0.00 | Enterprise Bank & Trust 1.8 11/8/2024 | | 0.00 | 380.66 | 0.00 | 380.66 |
| Interest | 4/8/2020 | 89579NCB7 | 0.00 | Triad Bank/Frontenac MO 1.8 11/8/2024 | | 0.00 | 380.66 | 0.00 | 380.66 |



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2020, End Date: 4/30/2020

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|----------|-----------------|-----------|----------------------|----------------------------------------------------|----------------|-----------|----------------------|------------|-----------|
| Interest | 4/9/2020 | 59452WAE8 | 0.00 | Michigan Legacy Credit Union 3.45 11/9/2023 | | 0.00 | 729.60 | 0.00 | 729.60 |
| Interest | 4/10/2020 | 7954502D6 | 0.00 | Sallie Mae Bank/Salt Lake 2.75 4/10/2024 | | 0.00 | 3,377.98 | 0.00 | 3,377.98 |
| Interest | 4/10/2020 | 25460FCF1 | 0.00 | Direct Federal Credit Union 3.5 9/11/2023 | | 0.00 | 740.18 | 0.00 | 740.18 |
| Interest | 4/10/2020 | 59013JZP7 | 0.00 | Merrick Bank 2.05 8/10/2022 | | 0.00 | 426.57 | 0.00 | 426.57 |
| Interest | 4/10/2020 | 58404DAP6 | 0.00 | MEDALLION BANK 2.15 10/11/2022 | | 0.00 | 2,640.97 | 0.00 | 2,640.97 |
| Interest | 4/11/2020 | 910160AR1 | 0.00 | United Credit Union 1.9 1/11/2021 | | 0.00 | 401.81 | 0.00 | 401.81 |
| Interest | 4/11/2020 | 3133EJKN8 | 0.00 | FFCB 2.7 4/11/2023 | | 0.00 | 13,500.00 | 0.00 | 13,500.00 |
| Interest | 4/11/2020 | 20033APV2 | 0.00 | COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021 | | 0.00 | 332.93 | 0.00 | 332.93 |
| Interest | 4/12/2020 | 856487AM5 | 0.00 | State Bank of Reeseville 2.6 4/12/2024 | | 0.00 | 549.85 | 0.00 | 549.85 |
| Interest | 4/13/2020 | 66736ABP3 | 0.00 | Northwest Bank 2.95 2/13/2024 | | 0.00 | 623.86 | 0.00 | 623.86 |
| Interest | 4/13/2020 | 69417ACG2 | 0.00 | Pacific Crest Savings Bank 2.85 3/13/2024 | | 0.00 | 602.72 | 0.00 | 602.72 |
| Interest | 4/13/2020 | 15721UDA4 | 0.00 | CF Bank 2 8/13/2024 | | 0.00 | 422.96 | 0.00 | 422.96 |
| Interest | 4/13/2020 | 25665QAX3 | 0.00 | Dollar BK Fed Savings BK 2.9 4/13/2023 | | 0.00 | 3,562.23 | 0.00 | 3,562.23 |
| Interest | 4/14/2020 | 32114VBT3 | 0.00 | First National Bank of Michigan 1.65 2/14/2025 | | 0.00 | 348.94 | 0.00 | 348.94 |
| Interest | 4/14/2020 | 17801GBX6 | 0.00 | City National Bank of Metropolis 1.65 2/14/2025 | | 0.00 | 348.94 | 0.00 | 348.94 |
| Interest | 4/14/2020 | 45581EAR2 | 0.00 | Industrial and Commercial Bank of China USA, NA 2. | | 0.00 | 551.42 | 0.00 | 551.42 |
| Interest | 4/15/2020 | 20143PDV9 | 0.00 | Commercial Bank Harrogate 3.4 11/15/2023 | | 0.00 | 719.03 | 0.00 | 719.03 |
| Interest | 4/15/2020 | 55266CQE9 | 0.00 | MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021 | | 0.00 | 374.55 | 0.00 | 374.55 |
| Interest | 4/15/2020 | 061785DY4 | 0.00 | Bank of Deerfield 2.85 2/15/2024 | | 0.00 | 602.72 | 0.00 | 602.72 |
| Interest | 4/15/2020 | 30257JAM7 | 0.00 | FNB Bank Inc/Romney 3 1/16/2024 | | 0.00 | 634.44 | 0.00 | 634.44 |
| Interest | 4/15/2020 | 62384RAF3 | 0.00 | Mountain America Federal Credit Union 3 3/27/2023 | | 0.00 | 624.25 | 0.00 | 624.25 |
| Interest | 4/16/2020 | 3133EK3B0 | 0.00 | FFCB 1.5 10/16/2024 | | 0.00 | 7,500.00 | 0.00 | 7,500.00 |
| Interest | 4/16/2020 | 740367HP5 | 0.00 | Preferred Bank LA Calif 2 8/16/2024 | | 0.00 | 422.96 | 0.00 | 422.96 |
| Interest | 4/16/2020 | 33640VCF3 | 0.00 | First Service Bank 3.3 5/16/2023 | | 0.00 | 697.88 | 0.00 | 697.88 |
| Interest | 4/17/2020 | 855736DA9 | 0.00 | STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021 | | 0.00 | 332.93 | 0.00 | 332.93 |



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2020, End Date: 4/30/2020

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|----------|-----------------|-----------|----------------------|-----------------------------------------------------|----------------|-----------|----------------------|------------|----------|
| Interest | 4/17/2020 | 219240BY3 | 0.00 | Cornerstone Community Bank 2.6 5/17/2024 | | 0.00 | 549.85 | 0.00 | 549.85 |
| Interest | 4/17/2020 | 50116CBE8 | 0.00 | KS Statebank Manhattan KS 2.1 5/17/2022 | | 0.00 | 436.97 | 0.00 | 436.97 |
| Interest | 4/18/2020 | 08173QBX3 | 0.00 | BENEFICIAL BANK 2.15 10/18/2022 | | 0.00 | 2,640.97 | 0.00 | 2,640.97 |
| Interest | 4/18/2020 | 457731AK3 | 0.00 | Inspire Federal Credit Union 1.15 3/18/2025 | | 0.00 | 243.20 | 0.00 | 243.20 |
| Interest | 4/18/2020 | 00257TBJ4 | 0.00 | Abacus Federal Savings Bank 1.75 10/18/2024 | | 0.00 | 370.09 | 0.00 | 370.09 |
| Interest | 4/18/2020 | 92937CGB8 | 0.00 | WEX BANK 2 10/19/2020 | | 0.00 | 2,456.71 | 0.00 | 2,456.71 |
| Interest | 4/18/2020 | 22766ABN4 | 0.00 | Crossfirst Bank 2.05 8/18/2022 | | 0.00 | 426.57 | 0.00 | 426.57 |
| Interest | 4/18/2020 | 48836LAF9 | 0.00 | Kemba Financial Credit Union 1.75 10/18/2024 | | 0.00 | 370.09 | 0.00 | 370.09 |
| Interest | 4/18/2020 | 59161YAA4 | 0.00 | Metro Credit Union 2.95 7/17/2020 | | 0.00 | 623.86 | 0.00 | 623.86 |
| Interest | 4/18/2020 | 202291AG5 | 0.00 | Commercial Savings Bank 1.8 10/18/2024 | | 0.00 | 2,229.09 | 0.00 | 2,229.09 |
| Interest | 4/19/2020 | 909557HX1 | 0.00 | United Bankers Bank 3 9/21/2020 | | 0.00 | 634.44 | 0.00 | 634.44 |
| Interest | 4/19/2020 | 560507AJ4 | 0.00 | Maine Savings Federal Credit Union 3.3 5/19/2023 | | 0.00 | 697.88 | 0.00 | 697.88 |
| Interest | 4/19/2020 | 310567AB8 | 0.00 | Farmers State Bank 2.35 9/19/2022 | | 0.00 | 488.99 | 0.00 | 488.99 |
| Interest | 4/19/2020 | 474067AQ8 | 0.00 | Jefferson Financial Credit Union 3.35 10/19/2023 | | 0.00 | 4,114.99 | 0.00 | 4,114.99 |
| Interest | 4/20/2020 | 50625LAK9 | 0.00 | Lafayette Federal Credit Union 3.5 11/20/2023 | | 0.00 | 740.18 | 0.00 | 740.18 |
| Interest | 4/20/2020 | 32112UCW9 | 0.00 | First National Bank of McGregor 2.85 2/21/2024 | | 0.00 | 602.72 | 0.00 | 602.72 |
| Interest | 4/21/2020 | 49254FAC0 | 0.00 | Keesler Federal Credit Union 3.1 12/21/2020 | | 0.00 | 655.59 | 0.00 | 655.59 |
| Interest | 4/22/2020 | 061803AH5 | 0.00 | Bank of Delight 2.85 2/22/2024 | | 0.00 | 602.72 | 0.00 | 602.72 |
| Interest | 4/22/2020 | 38148JRS2 | 0.00 | GOLDMAN SACHS BK USA NEW YORK 1.9 4/22/2020 | | 0.00 | 2,333.88 | 0.00 | 2,333.88 |
| Interest | 4/22/2020 | 90352RAC9 | 0.00 | USAlliance Federal Credit Union 3 8/20/2021 | | 0.00 | 624.25 | 0.00 | 624.25 |
| Interest | 4/22/2020 | 92535LCC6 | 0.00 | Verus Bank of Commerce 2.8 2/22/2024 | | 0.00 | 592.14 | 0.00 | 592.14 |
| Interest | 4/23/2020 | 938828BJ8 | 0.00 | Washington Federal Bank 2.05 8/23/2024 | | 0.00 | 433.53 | 0.00 | 433.53 |
| Interest | 4/23/2020 | 33766LAJ7 | 0.00 | Firstier Bank 1.95 8/23/2024 | | 0.00 | 412.38 | 0.00 | 412.38 |
| Interest | 4/24/2020 | 03753XBD1 | 0.00 | Apex Bank 3.1 8/24/2023 | | 0.00 | 645.05 | 0.00 | 645.05 |
| Interest | 4/24/2020 | 06406RAL1 | 0.00 | Bank of New York Mellon 2.1 10/24/2024 | | 0.00 | 5,250.00 | 0.00 | 5,250.00 |



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2020, End Date: 4/30/2020

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|----------|-----------------|-----------|----------------------|----------------------------------------------|----------------|-----------|----------------------|------------|----------|
| Interest | 4/24/2020 | 90348JEV8 | 0.00 | UBS Bank USA 3.45 10/24/2023 | | 0.00 | 729.60 | 0.00 | 729.60 |
| Interest | 4/25/2020 | 063907AA7 | 0.00 | Bank of Botetourt 1.75 10/25/2024 | | 0.00 | 370.09 | 0.00 | 370.09 |
| Interest | 4/25/2020 | 22230PBY5 | 0.00 | Country Bank New York 3 1/25/2024 | | 0.00 | 634.44 | 0.00 | 634.44 |
| Interest | 4/25/2020 | 330459BY3 | 0.00 | FNB BANK INC 2 2/25/2022 | | 0.00 | 416.16 | 0.00 | 416.16 |
| Interest | 4/26/2020 | 32065TAZ4 | 0.00 | First Kentucky Bank Inc 2.55 4/26/2024 | | 0.00 | 539.27 | 0.00 | 539.27 |
| Interest | 4/26/2020 | 05465DAE8 | 0.00 | AXOS Bank 1.65 3/26/2025 | | 0.00 | 348.94 | 0.00 | 348.94 |
| Interest | 4/26/2020 | 56065GAG3 | 0.00 | Mainstreet Bank 2.6 4/26/2024 | | 0.00 | 549.85 | 0.00 | 549.85 |
| Interest | 4/27/2020 | 39115UBE2 | 0.00 | Great Plains Bank 2.8 2/27/2024 | | 0.00 | 592.14 | 0.00 | 592.14 |
| Interest | 4/27/2020 | 32063KAV4 | 0.00 | First Jackson Bank 1.05 3/27/2025 | | 0.00 | 222.05 | 0.00 | 222.05 |
| Interest | 4/27/2020 | 79772FAF3 | 0.00 | San Francisco FCU 1.1 3/27/2025 | | 0.00 | 232.63 | 0.00 | 232.63 |
| Interest | 4/28/2020 | 080515CH0 | 0.00 | Belmont Savings Bank 2.7 2/28/2023 | | 0.00 | 561.82 | 0.00 | 561.82 |
| Interest | 4/28/2020 | 06406RAG2 | 0.00 | Bank of New York Mellon 3.5 4/28/2023 | | 0.00 | 8,750.00 | 0.00 | 8,750.00 |
| Interest | 4/28/2020 | 3136G4EV1 | 0.00 | FNMA 1.625 10/28/2021-17 | | 0.00 | 8,125.00 | 0.00 | 8,125.00 |
| Interest | 4/28/2020 | 57116AMW5 | 0.00 | MARLIN BUSINESS BANK 1.4 10/28/2020 | | 0.00 | 1,719.70 | 0.00 | 1,719.70 |
| Interest | 4/28/2020 | 59828PCA6 | 0.00 | Midwest Bank of West IL 3.3 8/29/2022 | | 0.00 | 697.88 | 0.00 | 697.88 |
| Interest | 4/28/2020 | 3136G4EU3 | 0.00 | FNMA 1.6 10/28/2021-17 | | 0.00 | 8,000.00 | 0.00 | 8,000.00 |
| Interest | 4/29/2020 | 72247PAC0 | 0.00 | Pine Bluff Cotton Belt FCU 2.8 8/31/2020 | | 0.00 | 582.63 | 0.00 | 582.63 |
| Interest | 4/29/2020 | 01748DAX4 | 0.00 | ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022 | | 0.00 | 447.38 | 0.00 | 447.38 |
| Interest | 4/29/2020 | 02587DXK9 | 0.00 | AMERICAN EXPRESS CENTURION BK 1.85 4/29/2020 | | 0.00 | 2,272.46 | 0.00 | 2,272.46 |
| Interest | 4/30/2020 | 710571DS6 | 0.00 | Peoples Bank Newton NC 2 7/31/2024 | | 0.00 | 409.32 | 0.00 | 409.32 |
| Interest | 4/30/2020 | 694231AC5 | 0.00 | Pacific Enterprise Bank 1.15 3/31/2025 | | 0.00 | 235.36 | 0.00 | 235.36 |
| Interest | 4/30/2020 | 17286TAC9 | 0.00 | Citadel Federal Credit Union 3 10/30/2020 | | 0.00 | 634.44 | 0.00 | 634.44 |
| Interest | 4/30/2020 | 29278TCP3 | 0.00 | Enerbank USA 3.2 8/30/2023 | | 0.00 | 665.86 | 0.00 | 665.86 |
| Interest | 4/30/2020 | 67054NAM5 | 0.00 | Numerica Credit Union 3.4 10/31/2023 | | 0.00 | 695.84 | 0.00 | 695.84 |
| Interest | 4/30/2020 | 06426KAM0 | 0.00 | Bank of New England 3.2 7/31/2023 | | 0.00 | 649.64 | 0.00 | 649.64 |
| Interest | 4/30/2020 | 812541AA8 | 0.00 | Seasons Federal Credit Union 3 10/30/2020 | | 0.00 | 634.44 | 0.00 | 634.44 |
| Interest | 4/30/2020 | 98138MAB6 | 0.00 | Workers Credit Union 2.55 5/31/2022 | | 0.00 | 530.61 | 0.00 | 530.61 |



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2020, End Date: 4/30/2020

| Action | Settlement Date | CUSIP | Face Amount / Shares | Description | Purchase Price | Principal | Interest / Dividends | YTM @ Cost | Total |
|---------------------------------|-----------------|---------------|----------------------|----------------------|----------------|-------------|----------------------|------------|-------------------|
| Interest | 4/30/2020 | OAKVALLEY0670 | 0.00 | Oak Valley Bank Cash | | 0.00 | 2,146.69 | 0.00 | 2,146.69 |
| Subtotal | | | 0.00 | | | 0.00 | 177,011.02 | | 177,011.02 |
| Total Interest/Dividends | | | 0.00 | | | 0.00 | 177,011.02 | | 177,011.02 |



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

TIME REQUIRED

SUBJECT

Friends of the Inyo Comments on
Draft Groundwater Sustainability Plan
for Indian Wells Valley Groundwater
Basin

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Friends of the Inyo comments on the draft Groundwater Sustainability Plan for Indian Wells Valley Groundwater Basin.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

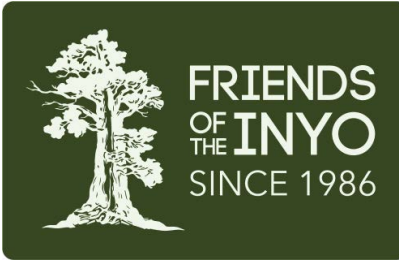
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|-------------------------------------------------|
| Click to download |
| <input type="checkbox"/> Letter |

History

Time

Who

Approval



June 2, 2020

Mark Nordberg
GSA Project Manager
California Department of Water Resources
901 P Street, Room 213
Sacramento, CA 94236
Submitted Electronically via the SGMA Portal

Re: Comments on Draft Groundwater Sustainability Plan for Indian Wells Valley Groundwater Basin

Dear Mr. Nordberg,

Thank you for the opportunity to comment on the Draft Groundwater Sustainability Plan (GSP) for the Indian Wells Valley (IWV) Groundwater Basin (Basin). Please accept these comments on behalf of Friends of the Inyo and our nearly 1,000 members. Friends of the Inyo (FOI) is a grassroots non-profit based in Bishop, California. Our mission is to ensure the public lands of the Eastern Sierra exist in an intact, healthy natural state for people and wildlife through preservation, stewardship, exploration, and education. Over our 30-year history, FOI has actively engaged with land and water management agencies in the Eastern Sierra, including a partnership with the Los Angeles Department of Water and Power (LADWP) on educational programs in the Owens Valley, which spans Mono and Inyo Counties.

The IWV Basin faces an emerging groundwater conflict that threatens to spill over into the nearby Owens Valley Groundwater Basin. FOI urges DWR to exercise its leadership and authority under the Sustainable Groundwater Management Act (SGMA) to help prevent a significant dispute between the two basins and avoid adverse environmental effects and undesirable results in the Owens Valley.

The Current Conflict over Groundwater in the IWV Basin

The IWV Basin is a closed, desert basin that is in severe overdraft. Less than ten years ago, Mojave Pistachios, LLC began planting thousands of acres of new

pistachio orchards, hardening the demand for groundwater in the Basin.¹ Mojave Pistachios and affiliated landowners recently filed a lawsuit against other groundwater users in the Basin, seeking a declaration of their groundwater rights and asking the court to impose a “physical solution.” The lawsuit alleges that the sustainable yield of the Basin could support a continuation of groundwater pumping at historic rates:

“[E]ven without any new supplies being made available to the Basin, groundwater production at current rates could continue unabated for a minimum of 20 years and cause a reduction in storage of approximately 500,000 AF, with a corresponding reduction in groundwater levels by approximately 25 feet. ... Plaintiffs are informed and believe, and on that basis allege, that operating a groundwater basin in a manner that maintains more than 50% of the groundwater in storage that existed in 2015 is safe, sustainable and consistent with the mandate of California Constitution Article X, section 2 to maximize the beneficial use of water under reasonable means provided there are no significant and unreasonable adverse impacts on the Basin or vested rights.”²

Last month, the IWV Groundwater Authority (IWVGA) removed Mojave Pistachios from its advisory committees for failure to pay fees.³ To address the difficulties of water shortages in the Basin, the IWVGA frequently refers to “imported water” as the solution.⁴

GSP Project 1, Option 2 Does Not Comply with SGMA

The Draft GSP for the IWV Groundwater Basin lists the development of an imported water supply as Project Number 1, described as a high-priority project for the Basin. One of only two options deemed “conceptually feasible” for this project is Option 2, where “LADWP would provide Owens Valley water from the LA Aqueduct to the IWVGB for use in a groundwater recharge project. This project may be

¹ See 2012 news article from the Ridgecrest News Review, “Pistachio industry expands in IWV,” available at: <http://www.news-ridgecrest.com/news/story.pl?id=0000000164>; and 2019 news article from the Bakersfield Californian, “Lawsuit aims to save desert ag: Draft groundwater sustainability plan would end large-scale agriculture in Indian Wells Valley,” available at: https://www.bakersfield.com/columnists/lois-henry/lois-henry-lawsuit-aims-to-save-desert-ag-draft-groundwater/article_106fd038-0fef-11ea-bbb2-b3d94fb30120.html.

² Verified Complaint for Quiet Title, Declaratory Relief and Injunction Imposing a Physical Solution: Not General Adjudication, ¶¶ 39-40, available at: <https://www.courthousenews.com/wp-content/uploads/2019/11/California-Water.pdf>.

³ See 2020 news article from the Ridgecrest Daily Independent, “IWVGA board kicks Mojave Pistachios off committees,” available at: <https://www.ridgecrestca.com/news/20200416/iwvga-board-kicks-mojave-pistachios-off-committees>.

⁴ See *id.* (Chairman noted that the IWVGA needs imported supplies to achieve sustainable yield).

combined with a LADWP storage and recovery project.” (GSP p. ES-25; GSP combined “.pdf” p. 53.)

We have serious concerns about Project 1, Option 2, “Groundwater Recharge Project with LADWP,” and *request that DWR determine that the GSP is inadequate pursuant to SGMA Guidelines sections 355.2 and 355.4*. Specifically, DWR should determine that the GSP does not substantially comply with SGMA because the supporting information for Project 1, Option 2 is not sufficiently detailed and the analysis is not sufficiently thorough or reasonable for DWR to evaluate the GSP. These discrepancies will materially affect the IWVGA’s ability to achieve sustainability and DWR’s ability to evaluate the likelihood of sustainability. These deficiencies are not minor, and therefore DWR should not simply deem the GSP “incomplete” under the regulations.

Project 1, Option 2 does not meet the criteria for projects and management actions under SGMA Guidelines section 354.44, which requires adequate identification of the water source, reliability, legal authority, cost, and ability to fund a project or management action. We believe the project does not meet these basic requirements for inclusion in a GSP. Applying the criteria for DWR’s review of the GSP under SGMA Guidelines section 355.4(b), the description and analysis of Project 1, Option 2 also does not meet criteria 3-7, 9, and 10:

- (3) the project is not commensurate with the level of understanding of the basin setting;
- (4) land uses and property interests in the Owens Valley Basin that are potentially affected by the use of groundwater in the IWV Basin have not been considered;
- (5) the project is not feasible and is not likely to prevent undesirable results and ensure that the Basin is operated within its sustainable yield;
- (6) the project is not a reasonable means to mitigate overdraft;
- (7) the project will adversely affect the ability of the Owens Valley Basin to achieve sustainability;
- (9) the IWVGA does not have the legal authority or financial resources necessary to implement the project; and
- (10) the IWVGA has not adequately responded to comments that raised credible technical and policy issues related to the project.

The Project Is Not Commensurate With the Level of Understanding of the Basin Setting

Under Project 1, Option 2, “Owens Valley water would be recharged into the IWVGB at the spreading grounds and serve as a supplemental source of recharge to replace any groundwater pumping that exceeds the long-term natural recharge to the IWVGB.” The LADWP would provide Owens Valley water through a new turnout on the LA Aqueduct and a pipeline to convey LADWP’s water supply from the Owens Valley to the Basin. (GSP pp. 5-14 to 5-15; GSP .pdf pp. 248-249.)

The Draft GSP describes in detail that the Basin is in overdraft, requiring concrete projects and management actions that feasibly be implemented to expeditiously address the problem. Project 1, Option 2 is simply too improbable and undefined to respond to the very specific understanding about unsustainable groundwater demand in the Basin.

The Imported Water Technical Memorandum attached to the GSP explains that the IWVGA does not own any water rights or infrastructure to import water, and lacks a definitive transfer partner. (GSP Appendix 5-B, p. 5; GSP .pdf p. 1701.) A decade ago, LADWP rejected the idea of banking “excess” water from the Owens Valley within the Basin; and such a project now would face a “public approval” problem (discussed further below). (*Id.* p. 6; GSP .pdf p. 1702.) The notion that LADWP would grant access to the LA Aqueduct for a pipeline and banking project only for the benefit of the Basin is entirely speculative.

Even if the IWVGA could obtain access to the LA Aqueduct to import water through a State Water Project (SWP) Table “A” water exchange, the needed approvals and unreliability of that supply are staggering. The IWVGA would first need to find a willing seller of SWP water and receive approval from DWR to transfer that water to Kern County Water Agency (KCWA), which overlaps a portion of the Basin but has no current water infrastructure there and no available supply. (GSP Appendix 5-B, pp. 7-8; GSP .pdf pp. 1703-1704.) KCWA would then need approval to transfer a like amount of water to LADWP, who would in turn exchange its Owens Valley supply to IWVGA. (GSP Appendix 5-B, pp. 15-16; GSP .pdf pp. 1711-1712.) Table A SWP water allocations are currently only 60% reliable and face increasing regulatory pressures (*id.*), making the prospect of success from such a convoluted series of transfers and exchanges even more unlikely.

Land Uses and Property Interests in the Owens Valley Are Not Considered

The Draft GSP fails to consider or analyze the potential impacts that Project 1, Option 2 would create for the Owens Valley. Despite receiving written comments from Mono County, the Lone Pine Paiute Shoshone Reservation, and FOI that

raised concerns about such impacts, the Draft GSP responded only that “reasonable and feasible imported water options will continue to be explored” and “potential impacts and required permitting will be evaluated post GSP adoption.” (Draft GSP, Appendix F-1, GSP Written Comment and Response Matrix, pp. 114, 116-117; GSP .pdf pp. 1281, 1283-1284.) This does not rise to the level of adequate consideration of land uses and property interests in the Owens Valley.

The Project Is Infeasible and Unlikely To Achieve Sustainable Yield

In addition to the unlikelihood of obtaining approval from LADWP, the IWVGA would not be able to obtain the required land use and environmental approvals from Inyo and Mono Counties, making Project 1, Option 2 infeasible.

Regarding Inyo County, in 1997 the County executed a court-approved agreement with the City of Los Angeles and LADWP, supported by a court-approved Environmental Impact Report (EIR), for the export of water *to Los Angeles*.⁵ That agreement and its underlying EIR do not cover exports of water to other areas or basins (whether directly or indirectly through exchanges). Any proposal to expand the delivery of exported water to a new basin would threaten to reopen decades of controversy that led to the Inyo County/Los Angeles agreement.

The existing export of water from Inyo County through the LA Aqueduct relies in part on groundwater pumping. Inyo County has adopted several ordinances acknowledging that: (1) the transport of groundwater to other basins has “the potential to adversely affect the economy and environment of Inyo County,” and (2) there is a need “to regulate the water usage on agricultural uses in groundwater basins that are in overdraft” within the County.⁶ Use of water from Inyo County within the Indian Wells Valley Basin would require permits and approvals from the Inyo County Planning Commission, Water Commission, and Water Department. The Draft GSP acknowledges that these permitting requirements would likely hinder the use of Owens Valley water in the Basin. (GSP, Appendix 5-B, pp. 10-11; GSP .pdf pp. 1706-1707.)

Under the terms of the IWVGA Joint Powers Agreement, Inyo County (as a voting member) can exercise a “veto” over groundwater exports from the Owens Valley Basin for use in the Indian Wells Valley Basin. (GSP p. 5-19; GSP .pdf p. 253.) Inyo County has made clear that it intends to exercise its veto power for Project 1,

⁵ Agreement available at: <https://www.inyowater.org/documents/governing-documents/water-agreement/>;
EIR available at: <https://www.inyowater.org/wp-content/uploads/2017/08/91-EIR-Volume-I.pdf>

⁶ Inyo County Code Chapters 18.67 and 18.77, available at: http://qcode.us/codes/inyocounty/view.php?topic=18-18_67&showAll=1 and http://qcode.us/codes/inyocounty/view.php?topic=18-18_77&showAll=1.

Option 2. In fact, for that reason, Inyo County was the sole vote against the adoption of the Draft GSP by the IWVGA.⁷

Mono County has also adopted an ordinance requiring that the “groundwater resources of Mono County be protected from potential harm resulting from the extraction of groundwater for use on lands outside the basin from which the water is taken, particularly when those lands lay outside the boundaries of Mono County.”⁸ The permitting requirements for groundwater transfers require a rigorous examination of potential impacts. Mono County is currently in litigation with LADWP over the effects of its water exports, and has taken the position that Project 1, Option 2 is “highly infeasible” and would not likely pass muster under Mono County’s permitting authorities. (GSP .pdf p. 1164.)

The Project Is Not a Reasonable Means to Mitigate Overdraft

It is highly unlikely that the IWVGA can secure the permits, legal authorizations, and environmental approvals required to construct new infrastructure that would allow for the export of water from the Owens Valley to the Indian Wells Valley. Together with the unaffordable cost (discussed below), Project 1, Option 2 is not a reasonable proposal for mitigating overdraft in the Basin. DWR should reject this component of the Draft GSP.

Two additional uncertainties make the proposed project even more unreasonable. First, an exchange of SWP Table A water, which is the principle source of water proposed for Project 1, Option 2, would be subject to the highly variable annual water allocations for SWP supplies. The average reliability of SWP water is approximately 60%, which would require the purchase of more than 8,000 acre-feet per year (AFY) to achieve 5,000 AFY for import. (See GSP, Appendix 5-B, p. 15; GSP .pdf p. 1711.) However, in many years the SWP Table A allocation is much lower than that. As DWR knows, this year’s SWP allocation is only 15%.⁹ The Draft GSP proposes no solution to this problem, despite the fact that most groundwater use within the Basin consists of “hardened” demand to meet municipal and industrial uses and the needs of permanent tree crops.

Second, there is no guarantee that LADWP would allow for a 1:1 exchange of water with the IWVGA. The Draft GSP acknowledges that LADWP might request more

⁷ See 2020 news article from Sierra Wave Media, “Inyo to Take ‘No’ Position on Indian Wells Valley Plan to Tap Into Aqueduct,” available at: <https://www.sierrawave.net/inyo-to-take-no-position-on-indian-wells-valley-plan-to-tap-into-aqueduct/>; and 2020 news article from the Bakersfield Californian, “Indian Wells Valley groundwater sustainability plan OK’d,” available at: https://www.bakersfield.com/news/indian-wells-valley-groundwater-sustainability-plan-ok-d/article_3a52c4ee-3bcf-11ea-b578-8359105c9ed4.html.

⁸ Mono County Code Chapter 20.01, available at: https://library.municode.com/ca/mono_county/codes/code_of_ordinances?nodet=TIT20MILAU.

⁹ See 2020 DWR News Release, “State Water Project Allocation Increases to 15 Percent,” available at: <https://water.ca.gov/News/News-Releases/2020/State-Water-Project-Allocation-Increases-to-15-Percent>.

than one acre-foot of water in exchange for every acre-foot delivered to the Basin, or might request additional compensation. (GSP, Appendix 5-B, p. 11; GSP .pdf p. 1707.) Any of these potential challenges would greatly increase the projected cost of importing water under Project 1, Option 2.

The Project Will Affect Sustainability in the Owens Basin

The development of a new turnout from the LA Aqueduct and the export of Owens Valley water to a never-before served basin would be a significant and detrimental precedent for the Owens Valley watershed, and would undermine the ongoing need for stringent environmental protections for our precious water resources. There would likely be collateral impacts to groundwater dependent ecosystems and other natural resources in the Owens Valley because of greater pressure to export water and new opportunities to divert and store water elsewhere.

Project 1, Option 2 would increase the potential for future environmental conflicts resulting from the construction of a new water pipeline to serve a Basin that would then be reliant on Owens Valley water to meet the needs of people and businesses.

Importantly, the project may also tip the Owens Valley Groundwater Basin into a medium or high-priority designation by DWR, which would require the formal preparation of a GSP and the development and implementation of projects and management actions to achieve sustainability. Over the past few years since the enactment of SGMA, DWR tentatively designated the Owens Valley Groundwater Basin as a medium-priority and then a high-priority basin, because of groundwater exports by LADWP.¹⁰ Upon further analysis, DWR determined in December 2019 that the Owens Valley Basin would remain a low-priority basin.¹¹ Further pressure to export water from the Owens Valley Basin will affect the sustainability of the basin and threaten that low-priority designation.

IWVGA Lacks Legal Authority and Financial Resources to Implement the Project

¹⁰ See 2018 Staff Report of the Owens Valley Groundwater Authority, "Discussion of comment letter to DWR regarding draft re-prioritization of the Owens Valley Groundwater Basin," available at: <http://www.inyowater.org/wp-content/uploads/2018/09/Attachments-3.pdf>; and 2019 Sierra Wave Media news article, "Owens Valley groundwater basin goes low," available at: <https://www.sierrawave.net/owens-valley-groundwater-basin-goes-low/>.

¹¹ DWR's SGMA 2019 Basin Prioritization, p. A-18, available at: <https://water.ca.gov/Programs/Groundwater-Management/Basin-Prioritization>.

Again, the IWVGA lacks legal water rights, physical infrastructure, a willing transfer partner, or a viable pathway for permitting approvals to import water under Project 1, Option 2.

Regarding financial resources, the Draft GSP estimates that Project 1, Option 2 would cost more than \$55 million to construct, \$48 million to purchase water for import, and at least \$4 million each year to pay for water transportation, wheeling, operations and maintenance costs. This equates to \$10 million in costs every year for 20 years in order to secure 5,000 AFY of imported water. The resulting cost is approximately \$2,000 for every acre-foot of imported water, which is an astronomically high cost for water. (GSP, Appendix 5-B, pp. 26-27; GSP .pdf pp. 1722-1723.) Such a cost would not pencil out for agricultural use and would very likely be unaffordable for the municipal and industrial users in the Basin.

In light of these high costs, the Draft GSP acknowledges that external funding would be required to implement Project 1, Option 2. (GSP, Appendix 5-B, p. 34; GSP .pdf p. 1730.) Before the IWVGA adopted the Draft GSP, its board discussed the affordability of imported water and acknowledged that DWR might reject a GSP that is dependent on unaffordable imported water.¹² The Draft GSP repeatedly acknowledges that groundwater users in the Basin cannot afford imported water:

“Supplemental water supplies, as required for the IWVGB to be sustainable, are extremely costly and limited. Even if supplemental water supplies are available, the IWV community is not financially capable of supporting an imported water supply without significant public funding.” (GSP pp. ES-32, 6-6; GSP .pdf pp. 60, 294.)

The Draft GSP does not identify available sources of public funding that would allow the proposed project to move forward. It is highly unlikely that a state, federal, or local agency would approve the use of public dollars for such a controversial and complicated water purchase.

IWVGA Has Not Adequately Responded to Comments

Mono County, the Lone Pine Paiute Shoshone Reservation, FOI and others submitted public comments raising concerns about the viability of Project 1, Option 2. The Draft GSP responded that “reasonable and feasible imported water options will continue to be explored” and “potential impacts and required permitting will be evaluated post GSP adoption.” (GSP, Appendix F-1, pp. 114, 116-117; GSP .pdf pp. 1281, 1283-1284.) In response to a question about what other actions the IWVGA would take if its projects and management actions cannot be implemented, the IWVGA responded, “Additional management actions will be developed, as necessary

¹² See 2019 Ridgecrest News Review article, “Groundwater board hears importation cost update,” available at: <http://www.news-ridgecrest.com/news/story.pl?id=000009808>, and reprinted in the Draft GSP at .pdf p. 1019.

to reach sustainability, if the planned projects and management actions cannot be implemented. If necessary, in the future, total annual pumping for the Basin may need be reduced to the Current Sustainable Yield of about 7,650 AFY.” (*Id* at p. 108; GSP .pdf p. 1275; *see also* GSP .pdf pp. 374, 534 [comments by individuals Ralph Lachenmaier and Stan Rajtora].) The IWVGA has not adequately responded to these comments.

Thank you for considering Friends of the Inyo’s comments, and please feel free to contact me. If DWR wishes to receive electronic copies of the internet sources that we cite in this comment letter, we are happy to provide them upon request.

Sincerely,

A handwritten signature in cursive script that reads "Wendy Schneider". The signature is written in black ink and is positioned above the typed name.

Wendy Schneider

Executive Director, Friends of the Inyo



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

TIME REQUIRED

SUBJECT Letter to Board re: Mono County Law Enforcement Policies, Training, and Budget

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

A letter from Claire Landowski regarding law enforcement policies, training, and budget in Mono County, including a recent social media post, and a list of suggestions she hopes to be considered.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|------------------------|
| Click to download |
| Letter |

History

| Time | Who | Approval |
|------------------|------------------------------|----------|
| 6/5/2020 1:03 PM | County Administrative Office | Yes |
| 6/5/2020 1:04 PM | County Counsel | Yes |
| 6/5/2020 1:04 PM | Finance | Yes |

To the Mono County Board of Supervisors and Sheriff Braun,

I am writing in regards to the law enforcement policies, training, and budget in Mono County. This letter is specifically motivated by the recent protests and the spotlight being shone on racism and policing in our country, and also by a recent Facebook post made by the Mono County Sheriff's Department. I'll address the latter first.

On Tuesday, June 2, the Sheriff's Department made a post on Facebook that they had arrested a man after a high-speed chase on Highway 395 through Lee Vining. The department posted photos of the cars involved and of the man, who is Black, in a jail jumpsuit and handcuffs. There were multiple comments from community members and deputies involved complimenting each other on the job well done. I have several concerns about this whole ordeal. First of all, it is unclear why the Sheriff's department would highlight this particular arrest. Surely Mono County law enforcement agencies make a number of arrests in any given month, but this is the only one posted to Facebook since April 14 (and I'd note that that one highlights the arrest of two Piute men--do you only post the arrests of non-white people??). Second, it seems a violation of privacy and in poor taste to post a photo of the man arrested--I disagree with the posting of mug shots for low-level crimes. Third, it is inescapable that the department is highlighting the arrest of a Black man for speeding while the rest of the country protests the brutal treatment of Black people at the hands of police officers. This post is, at best, tone deaf and at worst, blatantly racist. Both the post and the high-fiving nature of the comments are repulsive and a poor reflection on our community and its values. I urge Sheriff Braun and her staff to review the post and their social media approach in general.

The thoughtlessness and lack of empathy surrounding the whole event--from dangerous high-speed chase to arrest to Facebook post to the comments--highlights the work that is needed by the Sheriff's department and in our communities in general.

Racism is a problem everywhere in the United States, and Mono County is no exception. We all need to be working toward real equality for all humans, and it is imperative that law enforcement, in particular, fulfills its goal of being a form of community outreach: ambassadors of peace and safety.

To that end, I have several suggestions that I hope you will consider:

1. Train current and incoming officers on the racial history of the U.S. and how they are instrumental in breaking the cycle of racism in policing and in our communities at large.
2. Train current and incoming officers in de-escalation, peaceful resolution of conflicts, and empathy.
3. Educate current and incoming officers on how to recognize mental health issues and how to offer support to those in need of help, including themselves.
4. Require body cameras to be worn by all officers at all times while on duty.
5. Create a citizens' oversight panel (demographically composed proportionally to the populace) to review any complaints or violent incidents, and empower that panel to fire or press charges as they see fit.
6. Focus recruitment efforts in communities underrepresented in the sheriff/police departments.
7. Cut the budgets of the sheriff and police departments. According to county records, 25% of the general fund goes to "Sheriff programs." That's simply too much. It's more than we're spending on our medical facilities, more than social services, five times as much as the public works and economic development budgets combined. That money is better spent on other areas and I encourage you to redistribute those funds in the 2021 and future budgets.

8. Publicly disclose any inventory of military gear and pledge to get rid of it--that stuff has no place in any community, least of all ours. We are not a police state and we shouldn't look like it. That gear is totally inappropriate for community law enforcement and should never be purchased by taxpayers, much less used against them.

Thank you in advance for taking this letter seriously and for thinking carefully about how Mono County can do more to be a safe and equitable place for all our residents and visitors.

Sincerely,
Claire Landowski
PO Box 411, June Lake CA, 93529



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: First 5

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Molly DesBaillets, Executive Director

SUBJECT First 5 FY 2018-19 Evaluation Report

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Evaluation of services provided to families and children prenatal to five years old in Mono County for Fiscal Year 2018-19.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Molly DesBaillets

PHONE/EMAIL: 760-924-7626 / mdesbaillets@monocoe.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
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| Staff Report |
| Presentation |
| Report |

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 6/4/2020 2:08 PM | County Administrative Office | Yes |
| 6/2/2020 11:26 AM | County Counsel | Yes |

6/4/2020 8:43 AM

Finance

Yes



Bob Gardner
Commission Chair
Mono County Board of
Supervisors

Stacey Adler, PhD
Commission Vice-Chair
Mono County Superintendent of
Schools

Jeanne Sassin
Commission Secretary
Principal
Lee Vining Schools

Dr. Tom Boo
Mono County Health Officer

Dr. Kristin Collins
Pediatrician
Mammoth Hospital

Michelle Raust
Program Manager, Child and
Adult Services
Mono County Department of
Social Services

Patricia Robertson
Executive Director
Mammoth Lakes Housing

Date: June 9, 2020

To: Honorable Board of Supervisors

From: Molly DesBaillets, Executive Director First 5 Mono County

Subject: FY 2018-19 Evaluation Report

Subject

Evaluation of services provided to families and children prenatal to five years old in Mono County for Fiscal Year 2018-19

Recommendation

Receive a report of activities and evaluation results from First 5 Mono County and provide comments about services to families prenatal to five.

Fiscal Impact

None

Discussion

The California Children and Families Act (also known as Proposition 10 or "First 5") was enacted in 1998, increasing taxes on tobacco products to provide funding for services to promote early childhood development from prenatal to age 5. The Mono County Board of Supervisors created the Mono County Children and Families Commission, First 5 Mono, in 1999 to:

- Evaluate the current and projected needs of young children and their families.
- Develop a strategic plan describing how to address community needs.
- Determine how to expend local First 5 resources.
- Evaluate the effectiveness of funded programs and activities.

First 5 Mono County currently receives a baseline of \$250,000 a year from tobacco tax funds including annual allocations and small population county funding augmentations. \$73,000 a year comes from Mono County Social Services and Behavioral Health for high-needs home visiting and Peapod Playgroups. First 5 Mono also collaborates with Mono County to: 1) provide funding through CDBG for child care in Benton and Bridgeport, and, 2) starting in FY 2019-20, increase home visiting services to use the Parents as Teachers evidence-based model.

Molly DesBaillets, MA
Executive Director

Providing leadership in sustaining a network of support for all children, ages 0 through 5 years, and their families. Partnering with the community to improve outcomes in children's health, safety and learning.

P.O. Box 130 w Mammoth Lakes, CA 93546
760-924-7626 w 760-934-8443 (fax) w mdesbaillets@monocoe.org first5mono.org



FY 2018-19

EVALUATION REPORT
PRESENTATION

Our goal is to enhance the network of support services for families with children ages 0 to 5 years.

Overview

The California Children and Families Act (also known as Proposition 10 or “First 5”) was enacted in 1998, increasing taxes on tobacco products to provide funding for services to promote early childhood development from prenatal to age 5. Mono County currently receives approximately \$390,000 from annual allocations, the Small Population County Funding Augmentation, and child care quality funds. To access these funds, First 5 Mono adopts a strategic plan demonstrating the use of Proposition 10 funds to promote a comprehensive and integrated system of early childhood development services.

The Mono County Children and Families Commission, First 5 Mono, was created in 1999 by the Mono County Board of Supervisors to:

- Evaluate the current and projected needs of children birth to five years old
- Develop a strategic plan describing how to address community needs.
- Determine how to expend local First 5 resources.
- Evaluate the effectiveness of funded programs and activities.

To fulfill the intent of the creation of First 5 Mono, meet state and local requirements, and evaluate the funded programs for the purposes of continuous quality improvement, First 5 Mono annually produces an evaluation report. This report has evolved over the last 5 years to include indicator data and more details about the investment areas in the First 5 Mono Strategic Plan. With new Small Population County Funding Agreement requirements and example content from First 5 California, this year’s format mirrors the state-developed example.

Throughout the year First 5 Mono collects participation and survey data from funded programs for the purposes of monitoring and evaluating the programs included in our strategic plan. Herein findings, conclusions, and recommendations based on the evaluation results will describe how evaluation data will be used to guide program improvements and decision making.

Overview Continued

First 5 Mono programs served the following number and percent of the 0-5 population

Improved Family Functioning

Home Visiting: 150, 22%

Child ethnicity: non-Hispanic 74, Hispanic 76

Family Area of Residence

Benton, Chalfant, Paradise: 1

Mammoth Lakes, Crowley Lake, Sunny Slopes: 119

June Lake, Lee Vining, Mono City: 4

Bridgeport, Walker, Coleville, Walker, Topaz: 12

Improved Child Development

CDBG Preschools 10, 1%

Childcare Quality System 717, 100% includes duplicates

Footsteps2brilliance 35, 5%

Peapod Playgroups 143, 21%

Raising A Reader 177, 26%

Summer Bridge 46, 7%

Improved Child Health

Oral Health: 114, 17%

Safe Kids: 159, 23%

Key Findings

Home Visiting

- ▶ Participating families have improved parental knowledge, understanding, and engagement in promoting their children's development and physical and mental health.
- ▶ Many enrolled children not already receiving special needs services received developmental screenings (n=138), 72, 54%
- ▶ Mothers participating in First 5 Mono Home Visiting have increased breastfeeding rates compared to California mothers.

Oral Health

- ▶ Children at kindergarten entry have a high percentage of untreated carries, 33%

Peapod Playgroups

- ▶ Participating families are receiving child-development and parenting education.

Programs and Evaluation

IMPROVED FAMILY FUNCTIONING

Home Visiting

IMPROVED CHILD DEVELOPMENT

School Readiness

Family Behavioral Health

Childcare Quality

IMPROVED CHILD HEALTH

Oral Health

Child Safety

Improved Family Functioning

Home Visiting

5

Home Visiting is included in the First 5 Mono Strategic Plan because it is nationally recognized as a strong strategy to improve outcomes for children and families. Home Visiting is an effective tool to: improve family functioning, decrease child abuse, and improve school readiness and literacy. In partnership with Mammoth Hospital, First 5 also provides lactation services through its Home Visiting efforts. Individual breastfeeding support in Labor and Delivery, at home, and through the group meeting Café Mom, enhances the will and ability for moms to sustain breastfeeding, positively contributing to overall childhood health.

The 2018-19 investment in Home Visiting was \$183,039 which includes the following:

- ▶ Welcome Baby!: 9 visits to families with a child prenatal to one year old, visit frequency increases with family stressors.
- ▶ Parenting Partners: 3-24 visits a year depending on need for families with stressors and a child one year old to kindergarten entry.
- ▶ CalWORKS Home Visiting: 24 visits a year for 3 years

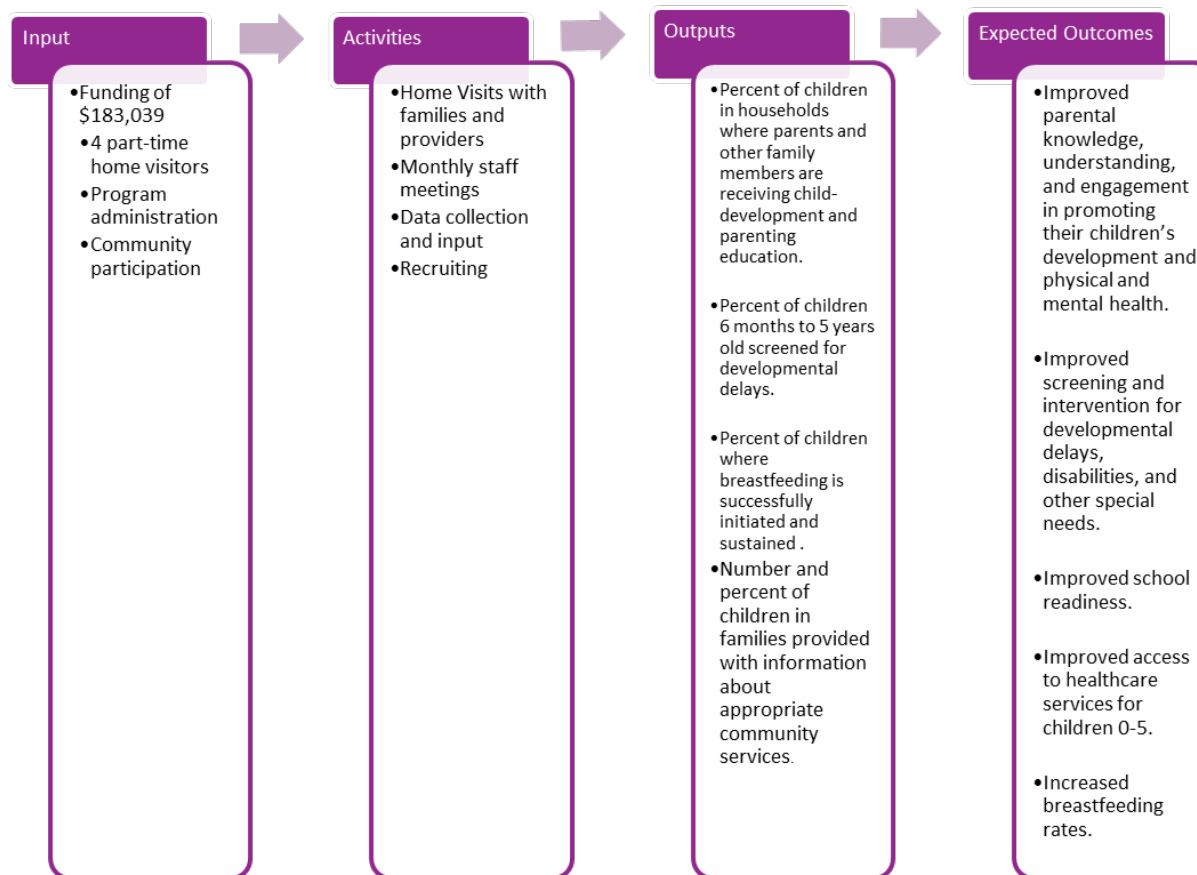
Program objectives include:

- ▶ Facilitate parents' role as their child's first and most important teacher
- ▶ Provide information on typical child development
- ▶ Stimulate child development by providing age-appropriate activities
- ▶ Increase and support breastfeeding and literacy activities
- ▶ Link families to community services and support access to services
- ▶ Conduct developmental screenings and refer families to early intervention programs
- ▶ Provide culturally competent services in Spanish and English
- ▶ Facilitate optimal family functioning
- ▶ Decrease child abuse and neglect

Logic Model

Home Visiting

6

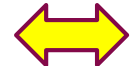


Results and Indicators

Home Visiting

| Result I: <i>Mono County children 0-5 are educated to their greatest potential.</i> | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------|---------------|----------|
| Indicator | Investment area | 2016-17 | 2017-18 | 2018-19 |
| 2. Number and percent of children prenatal to age 1 whose parents accessed Home Visiting | Home Visiting | 52% | 43% | 89, 66% |
| 3. Number and percent of children prenatal to age 5 whose parents accessed Home Visiting. | | 23% | 21% | 148, 22% |
| 4. Number and percent of children 6 months to 5 years old screened for developmental delays. | Home Visiting & Childcare Quality | 28% | 29% | 252, 35% |
| Result II: <i>All Mono County children 0-5 are healthy.</i> | | | | |
| 14. Number and percent of children in households where parents and other family members are receiving child-development and parenting education. | Home Visiting & Family Behavioral Health | 46% | 44% | 273, 40% |
| 15. Number and percent of children where breastfeeding is successfully initiated and sustained. | Home Visiting | 91% | Not available | 88, 86% |
| 16. Number and percent of children 0 to 5 years of age who are in the expected range of weight for their height and age, or BMI. | Home Visiting | 77% | Not available | 280, 81% |

3 Year
Trend



Visits Provided & Families Served

Home Visiting

Table 2: Visits Provided

| <i>Visit Type</i> | <i>FY 2016-17*</i> | <i>FY 2017-18*</i> | <i>FY 18-19</i> |
|-----------------------------|--------------------|--------------------|-----------------|
| <i>Prenatal Home Visits</i> | 38 | 63 | 65 |
| <i>Birth-5 Home Visits</i> | 564 | 561 | 527 |
| <i>Total Visits</i> | 602 | 624 | 592 |

*numbers updated from previous years due to database calculation updates.

Table 3: Families Served

| | <i>FY 2016-17</i> | <i>FY 2017-18</i> | <i>FY 18-19</i> |
|-----------------------------------------------|-------------------|-------------------|-----------------|
| <i>New Babies Enrolled in WB!</i> | 69 | 58 | 89 |
| <i>Births to Mono County Residents*</i> | 132 | 134 | 135 |
| <i>Percent of Mono County Babies Enrolled</i> | 52% | 43% | 66% |
| <i>Total Families Served</i> | 141 | 125 | 136 |

*Source: California Department of Finance January 2019, projections

FY calculations use the calendar year projections of the year the FY begins (e.g., 2018 for FY 2018-19)

High Needs

Home Visiting

Table 5: High Needs

Families with high needs: 52, 38%

High Needs is determined using the national home visiting standard. If a family has *more than one of the following* stressors

low income or education,
child or parent with a disability
homeless or unstable housing
young parent
substance abuse

foster parents
incarcerated parent
very low birth weight
domestic violence
recent immigrant

death in the immediate family
child abuse or neglect
active military family

| <i>Select stressors</i> | <i>Number of families</i> |
|--------------------------------------------------------|---------------------------|
| <i>Low income</i> | 46 |
| <i>High School Diploma or Equivalency not attained</i> | 27 |
| <i>Child with a Disability</i> | 16 |
| <i>Parent with a Disability</i> | 5 |
| <i>Young Parent (parenting under age of 21)</i> | 5 |
| <i>Housing Instability</i> | 5 |

Developmental Screenings

Home Visiting

10

Most suspected delays were addressed by suggesting activities which parents completed with their children. Others were referred by home visitors and parents for formal assessments through early intervention services administered by Kern Regional Center or Mono County Office of Education.

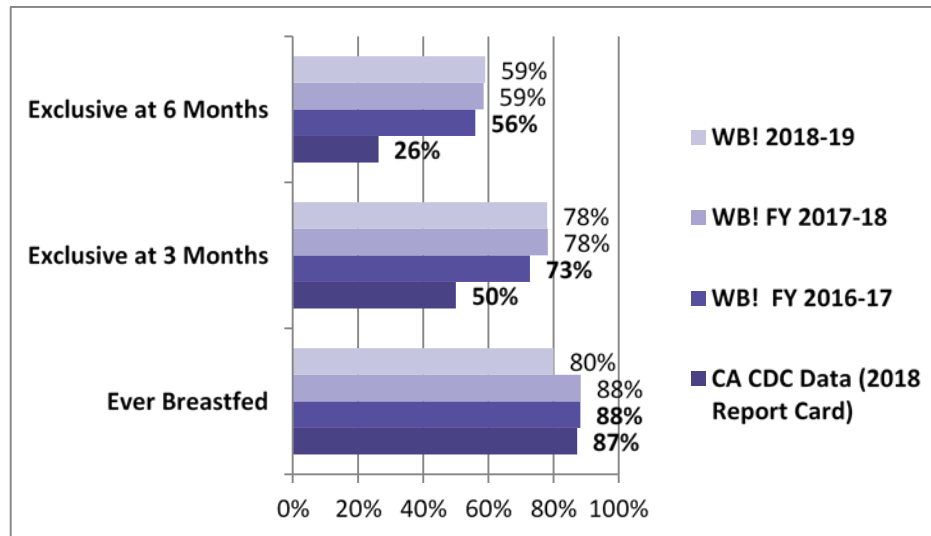
- Table 4 Home Visiting Ages and Stages Questionnaire

| | <i>Number of children</i> | <i>Percent of children without an identified delay or disability</i> |
|----------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------|
| | <i>n=138</i> | |
| <i>Screenings Completed</i> | 72* | 54% |
| <i>With one or more identified concern(s)</i> | 21 | 29% of those screened |
| <i>Who received Early Intervention Services as a result of a screening</i> | 4 | 6% of those screened |

Breastfeeding

Home Visiting

- Figure 3: Breastfeeding Rates for Moms Enrolled in First 5 Mono Home Visiting Compared to California 2016-17 to 2018-19



○

Exit Survey

Home Visiting

12

| | Strongly Agree FY 18-19 N=16 | Strongly Agree FY 17-18 N=26 |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------|
| <i>I feel comfortable talking with my parent educator.</i> | 94% | 100% |
| <i>I would recommend this program to a friend</i> | 94% | 100% |
| <i>My parent educator gives me handouts that help me continue learning about parenting and child development.</i> | 94% | 93% |
| <i>My parent educator is genuinely interested in me and my child.</i> | 94% | 93% |
| <i>My parent educator encourages me to read books to my child.</i> | 88% | 93% |
| <i>This program increases my understanding of my child's development.</i> | 69% | 87% |
| <i>My parent educator helps me find useful resources in my community.</i> | 75% | 80% |
| <i>Activities in the visits strengthen my relationship with my child.</i> | 69% | 73% |
| <i>I feel less stressed because of this program.</i> | 50% | 73% |

Exit Survey

Home Visiting

| | N=6 | Before Program | After Program | Change |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------|------------------|------------|
| | scale of 1 (strongly disagree) to 5 (strongly agree) | | | |
| | | Average | Average | |
| <i>I know how to meet my child's social and emotional needs.</i> | | 3.3 | 4.3 | 1 |
| <i>I understand my child's development and how it influences my parenting responses.</i> | | 3 | 4.2 | 1.2 |
| <i>I regularly support my child's development through play, reading, and shared time together.</i> | | 4 | 4.5 | .5 |
| <i>I establish routines and set reasonable limits and rules for my child.</i> | | 3.3 | 4.3 | 1 |
| <i>I use positive discipline with my child.</i> | | 3.7 | 4.2 | .5 |
| <i>I make my home safe for my child.</i> | | 4.2 | 4.7 | .5 |
| <i>I am able to set and achieve goals.</i> | | 3.5 | 4 | .5 |
| <i>I am able to deal with the stresses of parenting and life in general.</i> | | 3 | 4.2 | 1.2 |
| <i>I feel supported as a parent.</i> | | 2.8 | 4.2 | 1.4 |
| | Total | | | 7.8 |

Evaluation, Findings, and Conclusions

Home Visiting

- ▶ Are parents participating in Home Visiting receiving child development and parenting education? (indicator 14) Yes
- ▶ Does Home Visiting improve screening and intervention for developmental delays, disabilities, and other special needs? (indicator 4) Yes
- ▶ Does Home Visiting improve school readiness? (indicator 9, see school readiness section) Yes
- ▶ Do children whose mothers participate in Home Visiting have increased breastfeeding rates? (related indicator:15) Yes
- ▶ Is the number of parents participating high or increasing for the following age ranges: prenatal to 1 and prenatal to 5? (indicators, 2 & 3) Yes for prenatal to 1, and no for prenatal to 5.
- ▶ Is the percent of children 0-5 with the expected BMI high or increasing? (indicator 16) Yes

School Readiness

Transition to School and Early Literacy

A child's education begins very early. Since school-based educational systems do not begin until 3-5 years of age, First 5 and community partners offer programs to help prepare children for school in the early years. School readiness programs include all Mono County public elementary schools, childcare and preschool centers, special needs programs, and the Mono County Library System. The FY 2018-19 investment in school readiness was \$82,066 with funding support from First 5 SPCFA (\$82,063). For all incoming kindergartners planning to attend a public school, First 5 Mono funds transition to school support including Kindergarten Round Up (which First 5 also implements in partnership with the schools), Summer Bridge, and incoming kindergarten assessments (Conducted by Eastern Sierra and Mammoth Unified School Districts). Early literacy investments include: Raising A Reader and Story Time (conducted and partially funded by Mono County Libraries), Readers' Theatre and First Book (conducted and funded by First 5 Mono), and Footsteps2brilliance (operated and primarily funded by Mono County Office of Education with funding support from First 5 Mono and Mono County) .

The objectives and a brief description for the programs funded in this category are as follows:

Transition to School Programs

Kindergarten Round Up: informational meeting held at all public elementary schools in the County

Objectives:

- Introduce families and children to the school, teachers, principal, and each other
- Provide information on entering school and kindergarten readiness
- Facilitate children and families' smooth transition into the education system
- Enroll children in kindergarten
- Sign children up for Summer Bridge

Summer Bridge: two week kindergarten transition program held in the summer for incoming kindergartners

Objectives:

- Identify children's skill development needs before school begins
- Improve school readiness

Incoming Kindergarten Assessments: school readiness assessments conducted by teachers in the first month of school

Objectives:

- Assess students' school readiness
- Identify children's skill development needs

Early Literacy Programs

Raising A Reader: book bags distributed by libraries and early learning programs

Objectives:

- Increase literacy for young children
- Encourage use of the library system
- Increase parental and care-provider literacy activities

Readers' Theatre: a literacy program provided to licensed childcares

Objectives:

- Increase literacy for young children
- Increase care-provider literacy activities

Footsteps2brilliance: a literacy application

Objective:

- Increase literacy for young children

First Book: free children's books

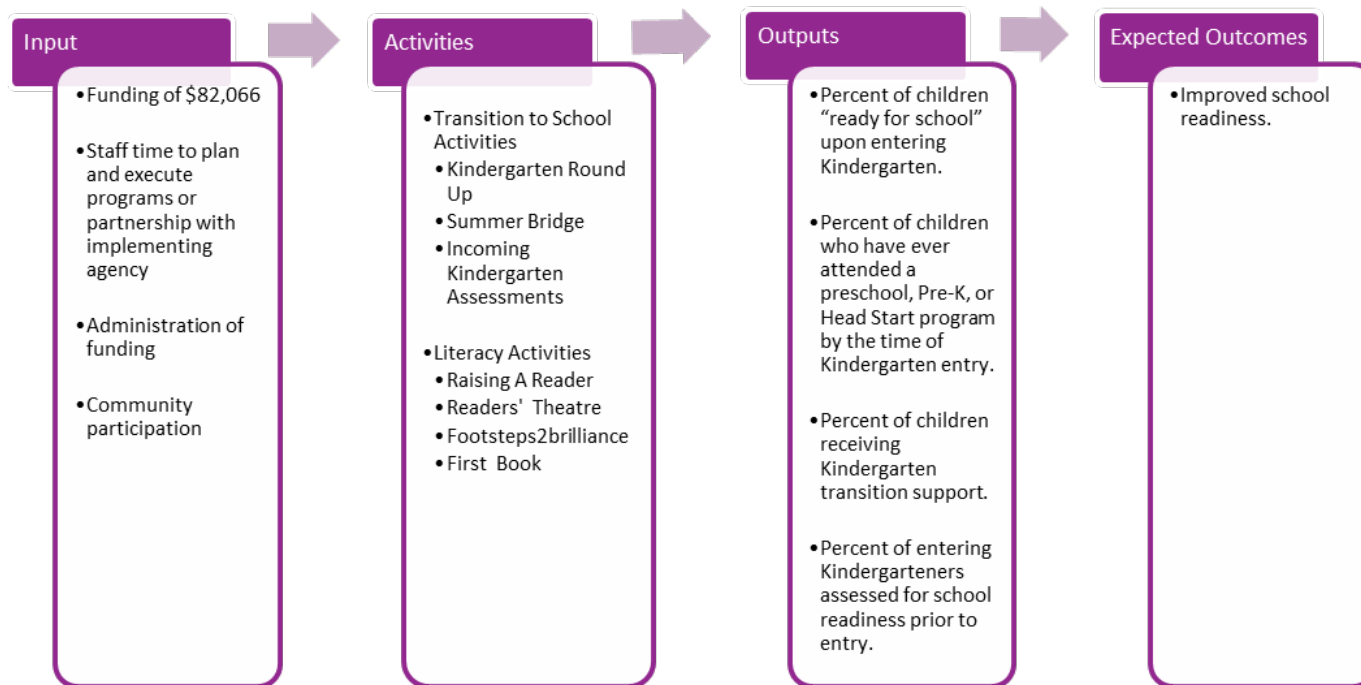
Objectives:

- Increase parent-child literacy activities
- Facilitate positive parent-child interaction

Logic Model

School Readiness

16



Results and Indicators

School Readiness

| Result I: <i>Mono County children 0-5 are educated to their greatest potential.</i> | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------|---------|------------|
| Indicator | Investment area | 2016-17 | 2017-18 | 2018-19 |
| 8. Number and percent of children who have ever attended a preschool, Pre-K, or Head Start program by the time of Kindergarten entry. | School Readiness | 24% | 66% | 71, 76% |
| 9. Number and percent of children “ready for school” upon entering Kindergarten. | | 50% | 49% | 60, 51% |
| 10. Number and percent of children whose parents attended Kindergarten and TK Round Up. | | 67% | 54% | 87, 73% |
| 11. Number and percent of children birth to 5 accessing funded literacy activities. | | New Indicator | | 325, 47% |
| 12. Number and percentage of age-eligible children for whom a preschool slot is available. | | | | 286, 100%* |
| 13. Number and percent of entering Kindergartners assessed for school readiness at entry. | | 99% | 100% | 118, 98% |

3 Year Trend

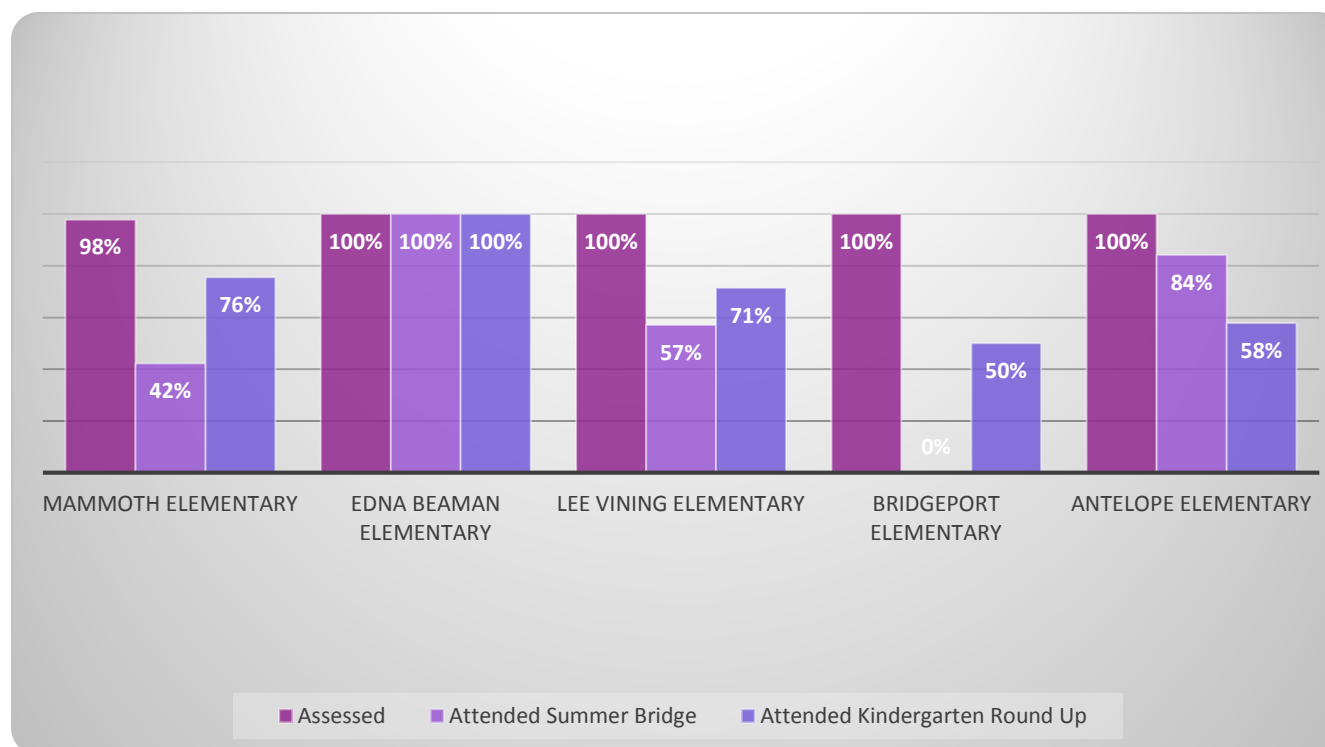


*although there are slots available for 100% of preschoolers, some remain unfilled due to: 1) the location of the available slots, or 2) eligibility based on income or parental employment by the federal government.

Transition to School Participation

Kindergartners who Started School in August of 2018

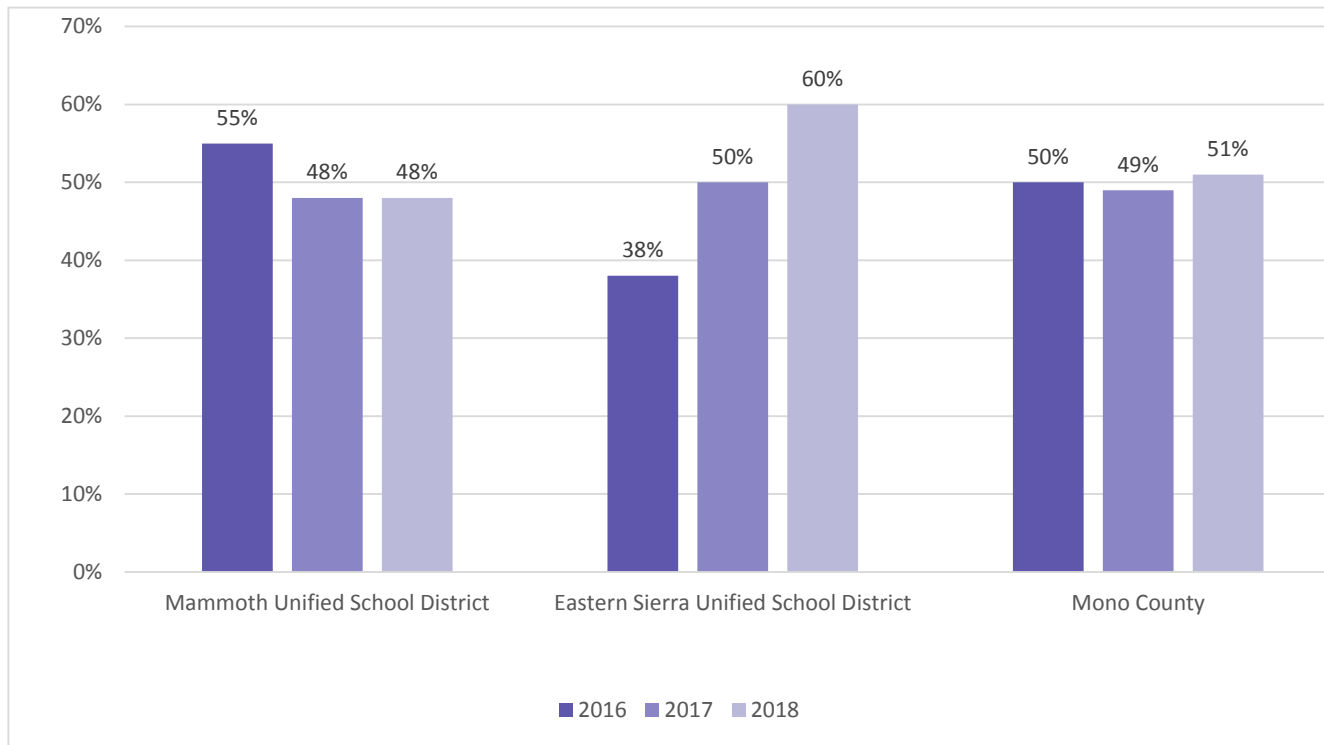
School readiness



Kindergartners Assessed as School Ready by District 2016-2018

School Readiness

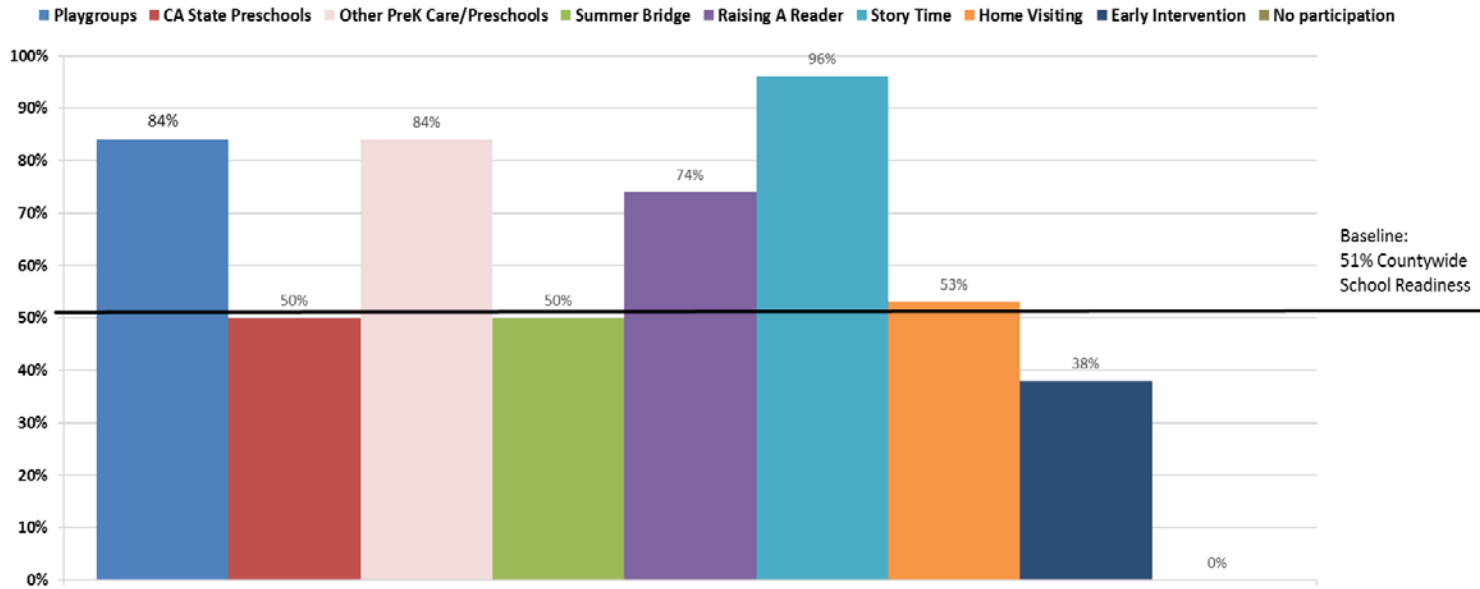
19



Percent of Kindergartners Assessed as School Ready by Program participation 2018

School Readiness

**Mono County
Kindergarten School Readiness by Activity Participation
compared to Overall School Readiness*
2018**



Activity participation data source: parent surveys completed at kindergarten entry

School readiness data source: Brigance screening at kindergarten entry

n=94, 78% of the K class

* duplicates included, children reported as participating in multiple programs are counted in each activity

Summer Bridge Surveys

School Readiness

Parent Survey

In which ways do you feel Summer Bridge helped prepare your child for Kindergarten?

| <i>Classroom Skill</i> | Percent of Parents, N=49 (82% reporting) |
|--------------------------------------------------|-----------------------------------------------------|
| <i>Getting used to the classroom</i> | 90% |
| <i>Meeting the teachers</i> | 86% |
| <i>Increased self-confidence</i> | 67% |
| <i>Adjusting to a group learning environment</i> | 65% |
| <i>Development of social skills</i> | 55% |
| <i>Learning how to follow directions</i> | 55% |
| <i>Increased attention span</i> | 45% |

Teacher Survey

How could we improve the Summer Bridge Program next year?

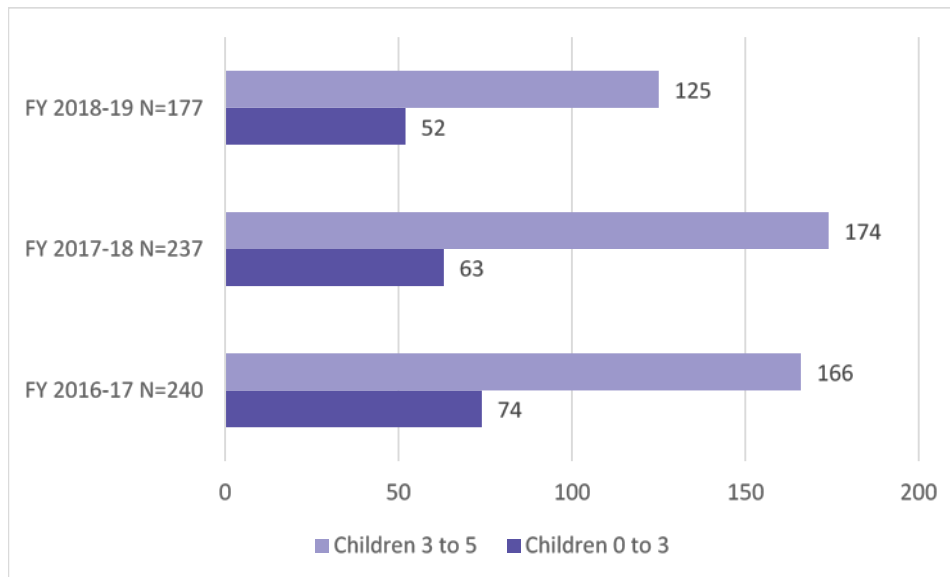
- ▶ Assessing students in spring to make sure all students are identified who have not been to preschool.
- ▶ Footsteps2Brilliance login and passwords for each student enrolled in Summer Bridge.
- ▶ I believe the program works well. We might want to try advertising in the newspapers and radio stations.
- ▶ It was great!

Raising A Reader

School Readiness

22

Figure 1: Raising A Reader, Participation by Age 2016-17 to 2018-19



Readers' Theatre

School Readiness

23

Table 1: Readers' Theater Participation by Location

| <i>Readers' Theater Location</i> | <i>FY 2016-17</i> | <i>FY 2017-18</i> | <i>FY 2018-19</i> |
|-----------------------------------------|-------------------|-------------------|-------------------|
| <i>Family Child Care Providers</i> | 4 | - | - |
| <i>Edna Beaman Elementary Preschool</i> | | | 2 |
| <i>Bridgeport Elementary Preschool</i> | - | 8 | 10 |
| <i>Coleville State Preschool</i> | 12 | 9 | 11 |
| <i>Coleville Marine Base Childcare</i> | 13 | 18 | 8 |
| <i>Lee Vining Head Start Preschool</i> | 15 | 7 | 6 |
| <i>Lutheran Preschool</i> | - | 9 | 9 |
| <i>Kids' Corner</i> | 15 | 15 | 17 |
| <i>Mammoth Head Start Preschool</i> | 21 | 18 | 18 |
| <i>MCOE Preschool or TK Room</i> | - | 9 | 14 |
| Total | 80 | 93 | 95 |

First 5 Mono conducted Readers' Theatre in the Spring of 2019. Children listened to a reading of Monsters Don't Eat Broccoli, received fresh broccoli snacks, and were given a Potter the Otter book to read at home.

Early Literacy

School Readiness

Table 2: First Book Distribution

| <i>Program</i> | <i>Number of Books</i> |
|-----------------------------------|------------------------|
| <i>Home Visiting & Peapod</i> | 415 |
| <i>Health & Safety Fairs</i> | 10 |
| <i>Back to School Night</i> | 30 |
| Total | 455 |

Table 3: Birth to Five-Year-Old Footsteps2Brilliance Participation

| | |
|----------------|-----|
| 2017-18 | 500 |
| 2018-19 | 35 |

Evaluation, Findings, and Conclusions

School Readiness

25

- ▶ Is the percent of children “ready for school” upon entering kindergarten increasing? (indicator 9) Yes, but minimally
- ▶ Is the percent of children who have ever attended a preschool, Pre-K, or Head Start program by the time of Kindergarten entry increasing? (indicator 8) Yes
- ▶ Is there a high or increasing percent of preschool slots for age-eligible children? (indicator 12) Although countywide data shows 100% of age-eligible children have a preschool slot, some slots remain unfilled. The reasons for underutilization are:
 - ▶ Slots are located in towns without enough children to fill them
 - ▶ Children are not able to enroll because of income requirements (e.g., State Preschool, CDBG, or Head Start)
 - ▶ Lack of transportation
 - ▶ Federal employment requirements for parents (e.g., Mountain Warfare Training Facility Child Development Center).
- ▶ Is the percent of entering Kindergartners assessed for school readiness at entry increasing or remaining high? (indicator 13) Yes
- ▶ Is the percent of children whose parents attended Kindergarten and TK Round-Up increasing or remaining high? (indicator 10) Yes
- ▶ Is the percent of children birth to 5 accessing funded literacy activities high or increasing? (indicator 11) new indicator, TBD

Family Behavioral Health

26

In such a rural and geographically isolated county, it is easy for families to feel alone. Opportunities for children and their parents are fewer than in more populated areas. To meet the social needs of parents and their children, a weekly playgroup program was developed. Funding is primarily from Mono County Behavioral Health (\$40,000) with a small contribution from First 5 Mono (\$2,937) for a total investment of \$42,937. Playgroups and parent education are conducted by First 5 Mono.

The objectives and a brief description for the program funded in this category is as follows:

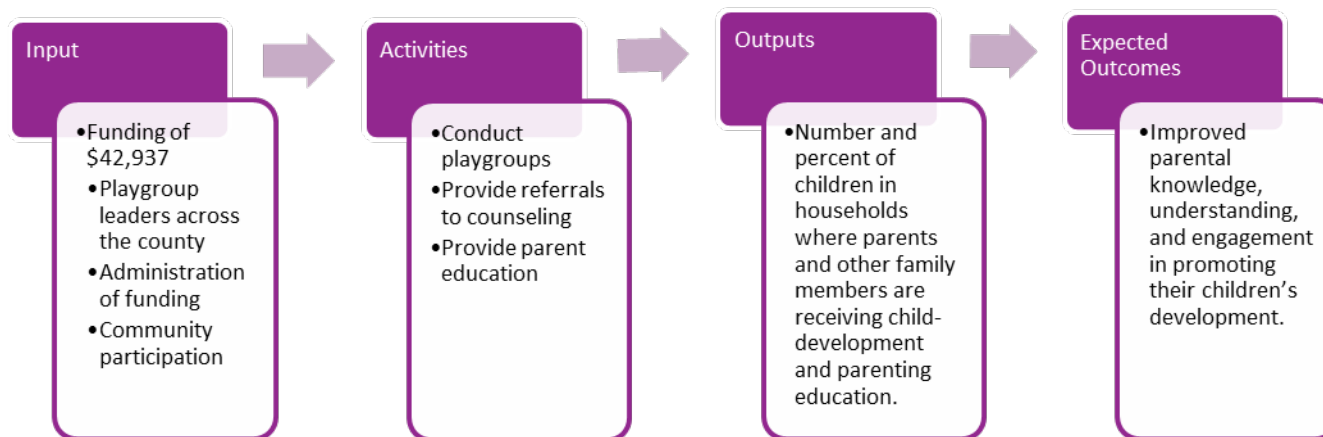
Peapod Playgroups: For parents, caregivers, and children birth to 5 years old. Playgroups meet for 10-week sessions. Sessions were held in the following communities: Walker, Bridgeport, Mammoth Lakes, Crowley Lake, Lee Vining, June Lake and Chalfant/Benton.

Objectives:

- ▶ Decrease isolation by providing parents and children an opportunity to socialize
- ▶ Destigmatize seeking behavioral health services
- ▶ Link families to community services
- ▶ Encourage school readiness and early literacy.

Logic Model

Family Behavioral Health



Results and Indicators

Family Behavioral Health

Result I: *Mono County children 0-5 are educated to their greatest potential.*

| Indicator | Investment area | 2016-17 | 2017-18 | 2018-19 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------|---------|----------|
| 1. Peapod survey data yields 100% satisfaction or an average of 4-5 on a scale of 1-5 that the playgroup met participant expectations | Family Behavioral Health | Yes | Yes | Yes |
| 14. Number and percent of children in households where parents and other family members are receiving child-development and parenting education. | Home Visiting & Family Behavioral Health | 46% | 44% | 273, 40% |

3 Year
Trend



Peapod Playgroups

Family Behavioral Health



• Figure 1: Participation 2016-17 to 2018-19

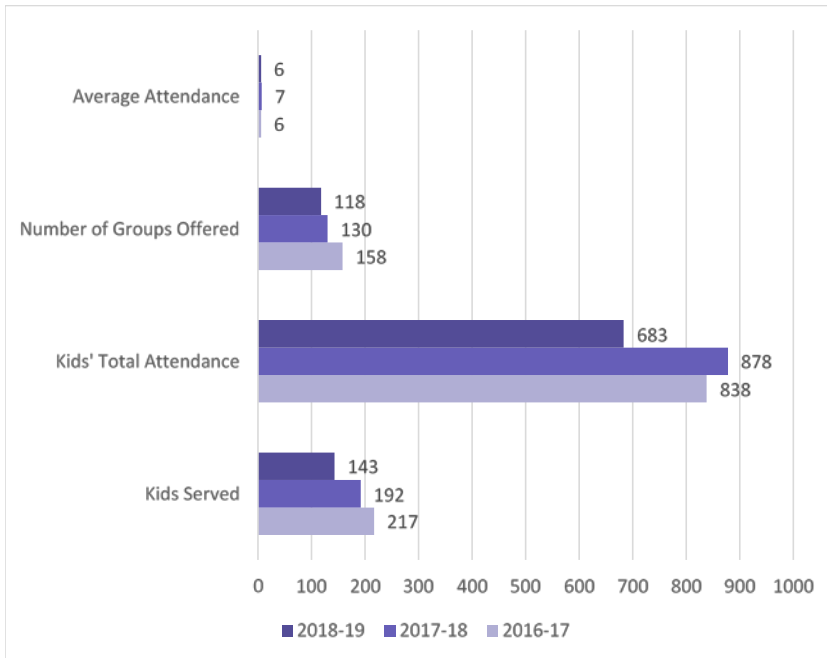


Table 1: Families Served by Location 2016-17 to 2018-19, includes duplicates between locations

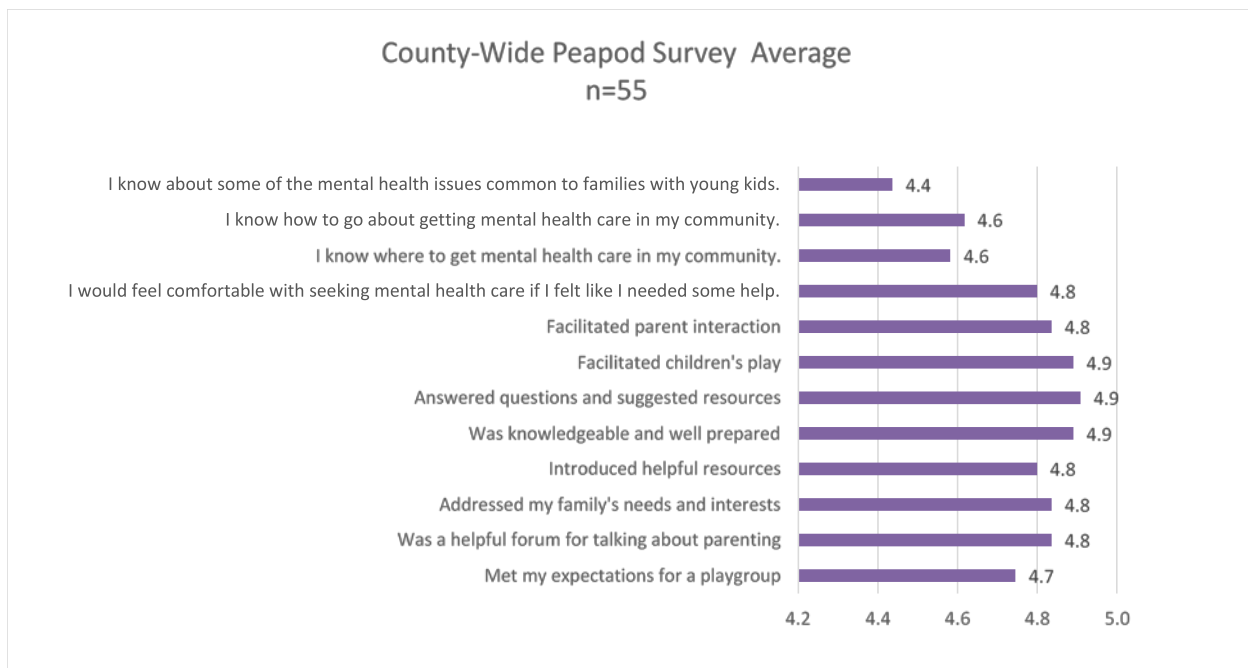
| Playgroup Location | FY 16-17 | FY 17-18 | FY 18-19 |
|-----------------------|------------|------------|----------------|
| Benton/Chalfant | 3 | 2 | 3 |
| Bridgeport | 15 | 12 | 21 |
| Crowley Lake | 32 | 45 | 38 |
| Lee Vining/ June Lake | 2 | 0 | 3 |
| Mammoth English | 74 | 55 | 38 (bilingual) |
| Mammoth Spanish | 0 | 4 | |
| Walker | 12 | 4 | 15 |
| Total | 138 | 122 | 118 |

Participant Survey Results

Family Behavioral Health

- Figure 1: Participant Survey Results

Scale of 0-5: 1 Strongly Disagree; 2 Disagree; 3 Neither Agree nor Disagree; 4 Moderately Agree; 5 Strongly Agree



Evaluation, Findings, and Conclusions

Family Behavioral Health

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- ▶ **Is the percent of children in households where parents and other family members are receiving child-development and parenting education high or increasing? (part of indicator 14) No**
 - ▶ Due to participation in Peapod, children lived in households receiving child-development and parenting education. Although there was a decrease in the percent of children who participated this year, the program is still achieving its intended outcome.
- ▶ **Does Peapod survey data yield 100% satisfaction or an average of 4-5 on a scale of 1-5 that the playgroup met participant expectations. (indicator 1) Yes**

Childcare Quality

32

First 5 Mono includes Childcare Quality in the strategic plan as many children spend a significant amount of their early years with their childcare provider. The initiative is fiscally supported by First 5 California, the California Department of Education, and a federal Community Development Block Grant through Mono County. Educating child care providers on how to best meet the needs of children helps ensure children will spend their formative years in optimal learning environments. The Childcare Quality investment for FY 2018-19 was \$447,999. The objectives and a brief description for the programs funded in this category are as follows:

- ▶ **IMPACT:** Training, coaching, rating, stipends, and support for childcare providers for the provision of high-quality care. **Objectives:**
 - Provide site-specific professional development to child care providers.
 - Support providers' implementation of developmental screenings and parent engagement activities
 - Build public awareness and support for quality early care
 - Build a Childcare Quality System that leverages funding and maximizes support for care providers

- ▶ **QRIS and CSPP QRIS Block Grants:** Support for state preschool sites and sites serving infants and toddlers. **Objectives:**
 - Provide site-specific professional development to child care providers
 - Support provider understanding of quality care and education

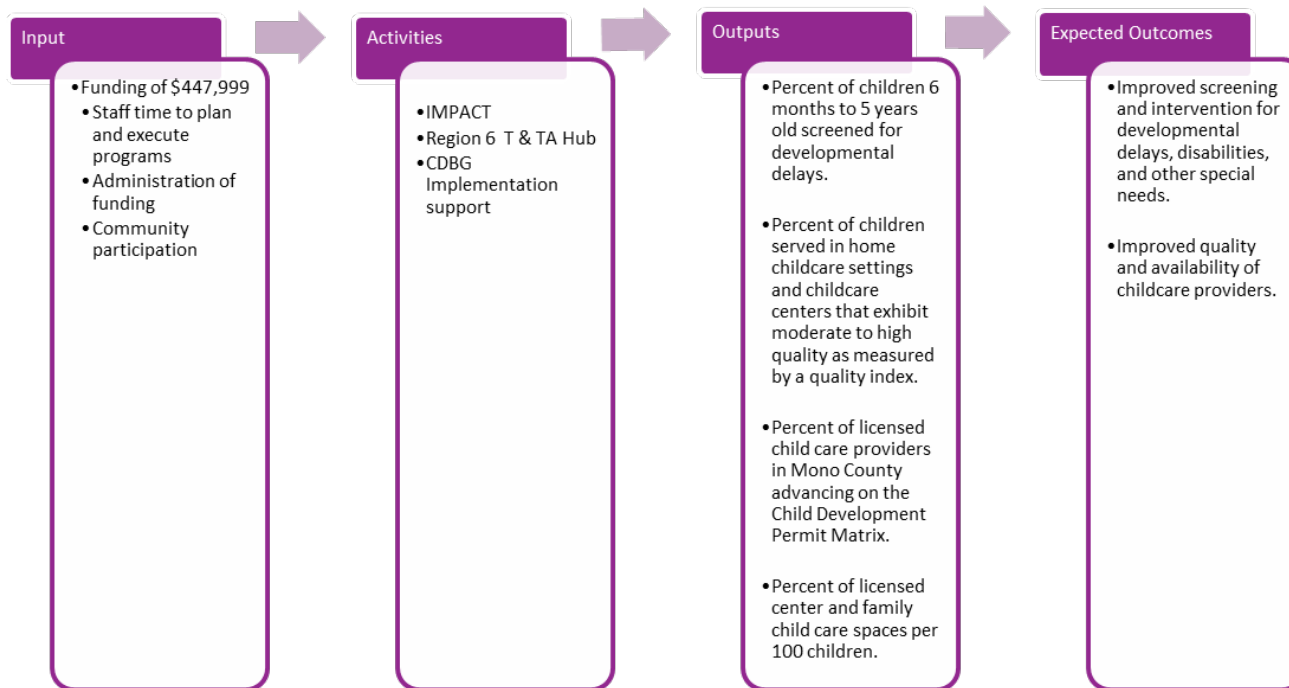
- ▶ **Training and Technical Assistance Hub:** Support regional efficiencies in Childcare Quality work **Objectives:**
 - Provide assessors for Spanish speaking sites
 - Contract with Viva for coordination for the Hub
 - Contract with i-Pinwheel database to track sites' participation
 - Contract with American Institute of Research for the Early Learning Needs Assessment Tool (ELNAT) database to analyze child data to determine need.

- ▶ **CDBG Childcare:** Provide high-quality care to preschool age children in Bridgeport and Benton.

Logic Model

Childcare Quality

33



Results and Indicators

Childcare Quality

Result I: *Mono County children 0-5 are educated to their greatest potential.*

| Indicator | Investment area | 2016-17 | 2017-18 | 2018-19 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-------------|---------|----------|
| 4. Number and percent of children 6 months to 5 years old screened for developmental delays. | Home Visiting & Childcare Quality | 28% | 29% | 252, 35% |
| 5. Number and percent of children served in home childcare settings and childcare centers that exhibit moderate to high quality as measured by a quality index. | | 8% | 13% | 192, 28% |
| 6. Number and percent of licensed child care providers in Mono County advancing on the Child Development Permit Matrix. | Childcare Quality | unavailable | 4% | 0 |
| 7. Number and percent of licensed center and family child care spaces per 100 children. | | 30% | 37% | 47, 47% |

3 Year Trend



Participation

Childcare Quality

- Table 1: Developmental Screening, ASQ, from Participating Sites

| <i>Fiscal Year</i> | <i>Number of Screenings</i> | <i>Percent of enrolled children screened</i> | <i>Number of children screened with an identified concern</i> | <i>Percent of children screened with an identified concern</i> |
|--------------------|-----------------------------|----------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------------|
| 2017-18 | 130 | 60% | 22 | 23% |
| 2018-19 | 180 | 85% | 33 | 18% |

Table 1: Participating Childcare Sites in Mono County

| Site Type | Number of Sites Served | Percent of Qualifying Sites Served |
|------------------|------------------------|------------------------------------|
| Center | 8 | 100% |
| Family Childcare | 7 | 78% |
| Total | 15 | 88% |

Table 2: Children Served at Participating Childcare Sites in Mono County

| Year | Number of Children birth-5 Served | Percent of County birth-5 population Served |
|---------|-----------------------------------|---------------------------------------------|
| 2017-18 | 217 | 30% |
| 2018-19 | 211 | 31% |

Table 3: Alternative Sites Served Mono County




| Site Type |
|---------------------|
| Home Visiting 0-3 |
| Home Visiting 3-5 |
| Peapod North County |
| Peapod South County |

Rating

Childcare Quality

Rating is based on the following set of California State standards known to promote high-quality early learning for kids.

- ▶ Interactions between teachers and children
- ▶ How teachers meet and support the developmental needs of children
- ▶ The health and safety of the classroom
- ▶ Staff qualifications and training
- ▶ Group size, number of children per teacher

| | |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------|
|  | COMMITTED TO QUALITY – participating in quality improvement efforts |
|  | RAISING QUALITY – meeting some quality standards |
|  | ACHIEVING QUALITY – meeting multiple quality standards |
|  | EXCEEDING QUALITY – meeting quality standards in all areas |
|  | HIGHEST QUALITY – exceeding quality standards in all areas |

Rated Sites

Childcare Quality

Participating Sites Opting to
be Rated



- ▶ Bridgeport Elementary Preschool
- ▶ Coleville IMACA State Preschool
- ▶ Edna Beaman Elementary Preschool
- ▶ Kindred Spirits
- ▶ Lee Vining IMACA Head Start/ State Preschool
- ▶ Mammoth IMACA Head Start/ State Preschool
- ▶ Mammoth Lakes Lutheran Preschool
- ▶ Mountain Warfare training Center Child Development Center
- ▶ Alpine Early Learning Center (Alpine County)



- ▶ Cherubs Academy—Etelvina Rios
- ▶ Kids Corner
- ▶ Vasquez Family Day Care—Guillermina Vasquez

Childcare Availability

Childcare Quality

Figures 1-3: Source-California Child Care Resource and Referral Network Child Care Portfolios 2009-2016 (https://www.rnetwork.org/california_child_care_portfolio)

Figure 1:

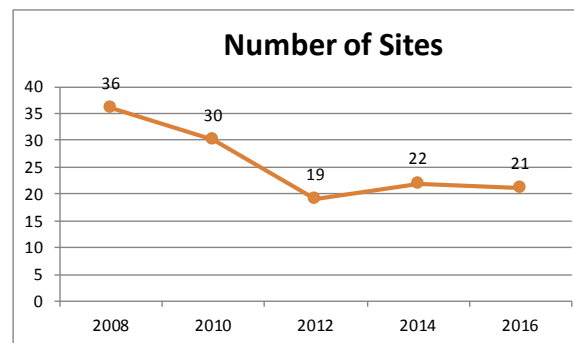


Figure 2:

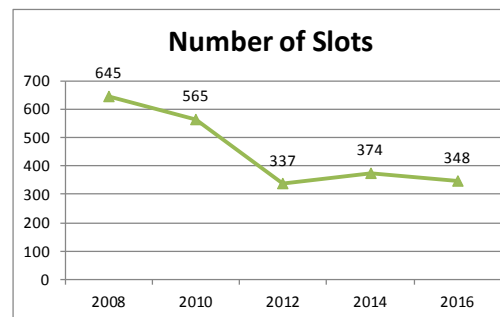
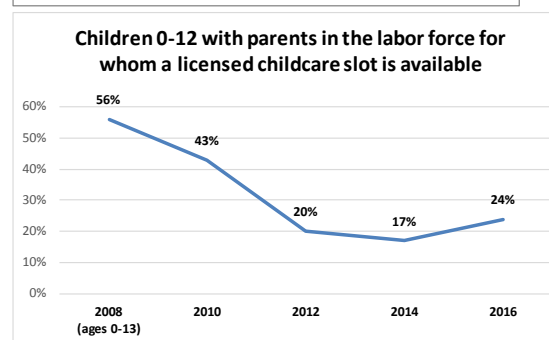


Figure 3:



Evaluation, Findings, and Conclusions

Childcare Quality

39

- ▶ Is the percent of children 6 months to 5 years old screened for developmental delays increasing? (indicator 4) Yes
- ▶ Is the percent of children served in home childcare and childcare centers that exhibit moderate to high quality as measured by a quality index increasing? (indicator 5) Yes
- ▶ Is the percent of licensed childcare providers in Mono County advancing on the Child Development Permit Matrix high or increasing? (indicator 6) No

Although child development permits are an element of a high quality program, the incentive to improve quality is not enough to support providers to overcome the barriers to attaining child development permits. Barriers include low pay regardless of permit achievement, no licensing requirement to have a permit, and the difficulty of gathering supporting documents and properly completing the permit application.

- ▶ Is the percent of licensed center and family childcare spaces per 100 children high or increasing? (indicator 7) Yes, it is increasing

Child Health: Oral Health & Safety

Oral Health: The 2009 First 5 Mono Strategic Plan identified a significant community need in the area of oral health. Pediatricians saw visible tooth decay and an opportunity to provide topical fluoride varnish and oral health education through paraprofessionals was developed. Pediatricians in the County continue to report needs for sustained efforts in oral health due to high numbers of children with poor oral health. The Oral Health program consists of education, oral health checks, and topical fluoride varnish application for children in childcare settings across the County. The program was funded and operated by First 5 Mono at a cost of \$4,640 for FY 2018-19. The program provides free toothbrushes, toothpaste, and floss to families to help maintain oral health.

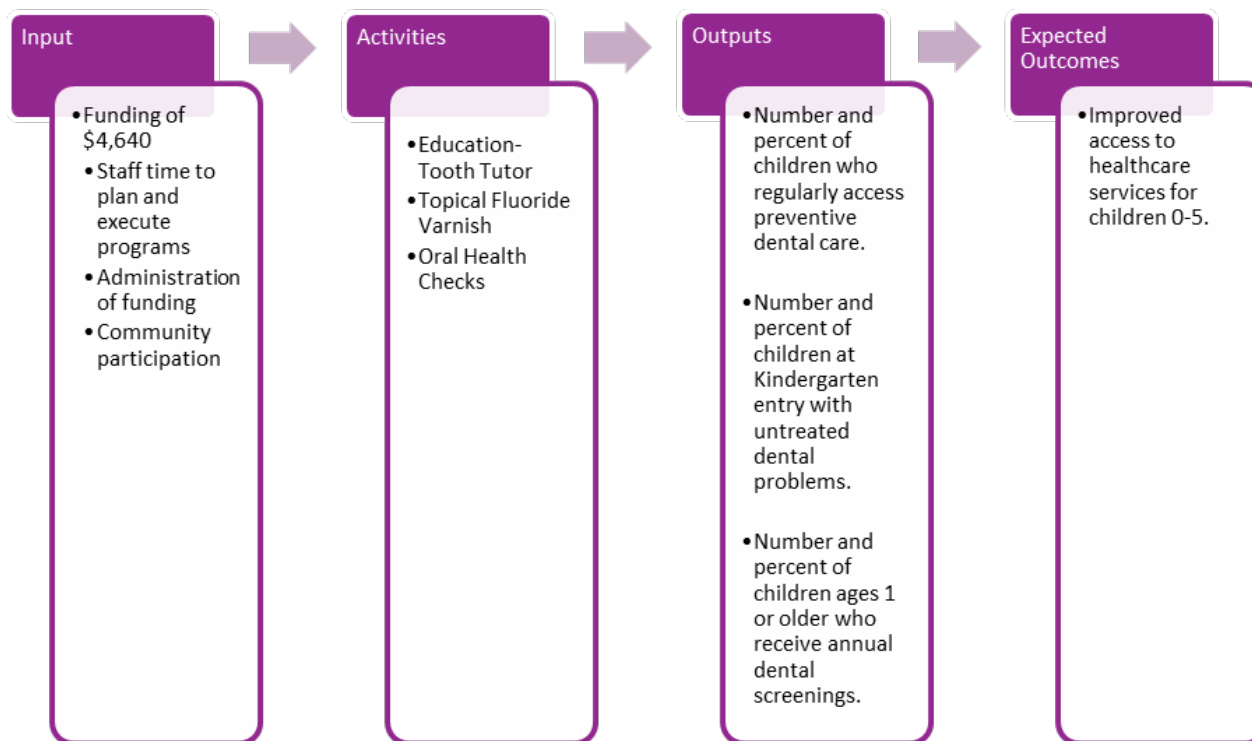
Objective: Provide application of topical fluoride varnish twice a year to all Mono County children age 1-5 not already receiving services from a dentist, and educate children and parents about oral health.

Child Safety: Prior to the formation of Safe Kids California, Mono Partners, no one in the County specifically focused on child safety. While some agencies conducted safety activities, services were not coordinated. Initially spearheaded by Mammoth Hospital, multiple community agencies met to pursue the formation of a Safe Kids Coalition. Based on higher than average injury data for Mono & Inyo Counties, and after learning the benefits of such collaborations, the Commission decided to fund the coordination of Safe Kids California, Mono Partners as other participating agencies had the necessary funding to conduct coordinating activities. With combined funding from SPCFA (\$7,000) and the Mono County Office of Education, the Mono County Office of Education coordinates Safe Kids California, Mono Partners.

Objective: Bring safety services & resources to families

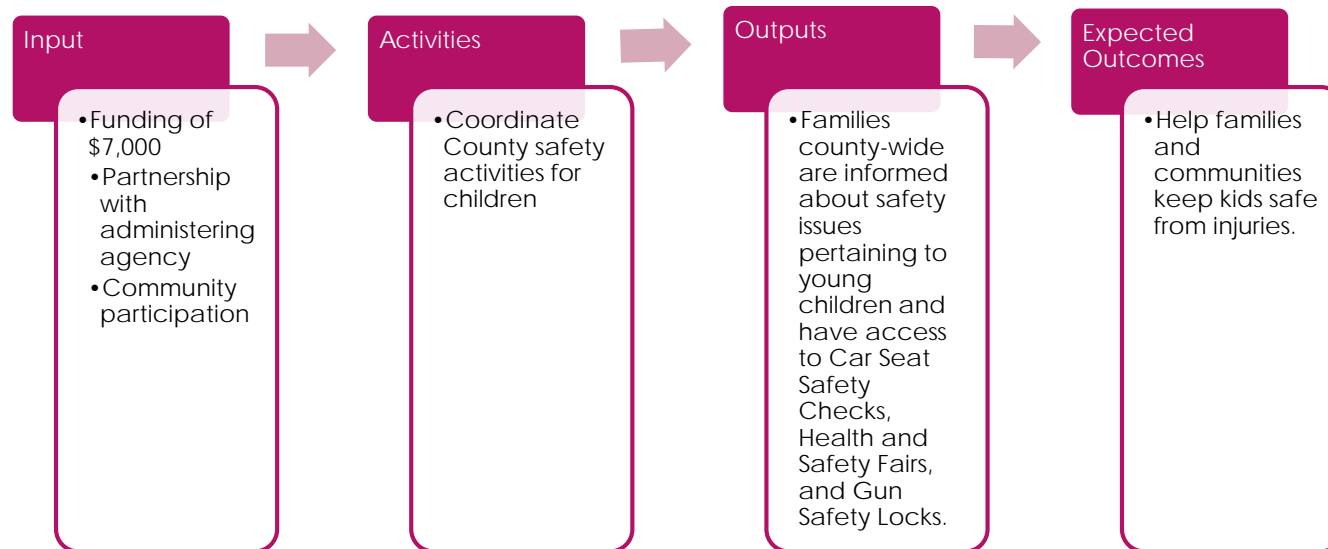
Logic Model

Oral Health



Logic Model

Child Safety



Results and Indicators

Child Health

| Result II: <i>All Mono County children 0-5 are healthy.</i> | | | | |
|------------------------------------------------------------------------------------------|-----------------|---------|---------|----------|
| Indicator | Investment Area | 2016-17 | 2017-18 | 2018-19 |
| 17. Number and percent of children ages 1 or older who receive annual dental screenings. | Oral Health | 60% | 59%* | 355, 51% |
| 18. Number and percent of children at Kindergarten entry with untreated dental problems. | | 18% | 30% | 26, 33% |

3 Year
Trend



Child Health

Oral Health

Table 1: Oral Health Services Provided

| | Oral Health Education | Fluoride Varnish |
|-------------------------|-----------------------|------------------|
| FT 2018-19 Total | 114 | 114 |
| FY 2017-18 Total | 102 | 155 |

Table 2: Safe Kids Activities

County-Wide Birth to 5 Health & Safety Fairs

| Activities for Families and Children Birth to 5 | Estimated Children Served | Estimated % of children Birth-5 served |
|------------------------------------------------------|---------------------------|----------------------------------------|
| Eastern Sierra Unified School District fairs | 306 | 44% |
| Mammoth Lakes Fair | 250 | 36% |
| Child Passenger Car Seat Check or Replacement | 41 | 6% |
| Accident Prevention Supplies | 206 | 30% |
| Bike Helmets | 215 | 31% |

Mammoth Lakes Birth to 5 Health & Safety Fair

| Activities & Resources Offered | People Reached 2017 | People Reached 2018 | People Reached 2019 |
|--------------------------------------------------|---------------------|---------------------|---------------------|
| Car Seat Safety Checks or Replacements | 17 | 16 | 28 |
| Department of Social Services Information | 31 | 50 | 60 |
| Gun Safety Locks/Information | 55 | 50 | 25 |
| Bike Helmets staffed by State Farm | 66 | 80 | 103 |
| Health Department Information | 32 | 50 | 60 |
| Home Safety Kits/ Poison Prevention | 41 | 80 | 75 |
| Fruit & Hot Dogs sponsored by Rotary | 224 | 238 | 250 |
| Fair Attendance | 300 | 263 | 350 |

Evaluation, Findings, and Conclusions

Child Health

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- ▶ Is the percent of children ages 1 or older who receive annual dental screenings high or increasing? (indicator 17) No
- ▶ Is there a low percent of children at Kindergarten entry with untreated dental problems? (indicator 18) No
- ▶ Are families countywide informed about safety issues pertaining to young children and able to access Car Seat Safety Checks, Health and Safety Fairs, and Gun Safety Locks? Yes

Fiscal Overview

| Revenue | Amount |
|--------------------------------------------|------------------|
| Prop. 10 Tax Revenue | \$73,624 |
| Small County Augmentation | \$268,120 |
| Prop 56 apportionment | \$8,033 |
| CalWORKS HVI | \$9,996 |
| SMIF (Surplus Money Investment Fund) | \$223 |
| CBCAP/CAPIT (Parenting Partners) | \$33,000 |
| IMPACT | \$97,790 |
| Region 6 T&TA Hub | \$103,060 |
| CDBG Administration | \$5,547 |
| CDBG | \$225,352 |
| CDE Certification & Coordination Grant | \$2,625 |
| Infant Toddler Block Grant | \$6,854 |
| Peapod Program (Prop. 63 Funds) | \$40,000 |
| Miscellaneous | \$17,077 |
| Interest on Mono County First 5 Trust Fund | \$13,081 |
| Total Revenue | \$904,382 |

| Expense | Amount | % of Expenditures | % of Discretionary Funds | 5-year Strategic Plan % of Discretionary Funds |
|---------------------|-----------|-------------------|--------------------------|------------------------------------------------|
| Home Visiting | \$183,039 | 21% | 37% | 33% |
| School Readiness | \$82,066 | 9% | 22% | 22% |
| Peapod | \$42,937 | 5% | 1% | 0% |
| Childcare Quality | \$447,999 | 50% | 2% | 3% |
| Oral Health | \$4,640 | .5% | 1% | 1% |
| Safe Kids Coalition | \$7,007 | .5% | 2% | 2% |



FY 2018-19

EVALUATION REPORT

Our goal is to enhance the network of support services for families with children ages 0 to 5 years.

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OVERVIEW

The California Children and Families Act (also known as Proposition 10 or “First 5”) was enacted in 1998, increasing taxes on tobacco products to fund services that promote early childhood development from prenatal to age 5. Mono County currently receives an annual baseline revenue of \$350,000 from tobacco tax allocations and the Small Population County Funding Augmentation from First 5 California. To access these funds, First 5 Mono adopted the 2019-2024 Strategic Plan which describes how Proposition 10 funds will be used to promote a comprehensive and integrated system of early childhood development services.

The Mono County Children and Families Commission, First 5 Mono, was created in 1999 by the Mono County Board of Supervisors to:

- Evaluate the current and projected needs of children birth to five years old.
- Develop a strategic plan describing how to address community needs.
- Determine how to expend local First 5 resources.
- Evaluate the effectiveness of funded programs and activities.

This 2018-19 Evaluation Report helps fulfill the intended function of First 5 Mono, meet state and local requirements, and evaluate funded programs for the purposes of continuous quality improvement. This report includes data on the 19 indicators included in the 2019-2024 Strategic Plan and details of funded programs. The format of the report was guided by Small Population County Funding Agreement requirements and example content from First 5 California.

Throughout the year, First 5 Mono collects participation and survey data from funded programs to monitor and evaluate funded programs. Findings, conclusions, and recommendations in this report are based on evaluation results and describe they are linked to program improvements and funding decisions.

Using US Census American Fact Finder data from 2020, the population estimate for Mono County in 2018 is 14,250 and the 0-5 population is estimated at 691, 5% of the overall population, a decrease of 26 children from the 2017 projection. According to the 2017 Childcare Portfolio, 95 children 0-5 were living in poverty, 13% of the 0-5 population estimate (Appendix XI, Page 44).

First 5 Mono programs served the following number and percent of the 0-5 population (numbers for each program are unduplicated unless otherwise noted, but across programs numbers include duplicates):

- Improved Family Functioning
 - Home Visiting: 150, 22%
- Improved Child Development
 - CDBG Preschools 10, 1%
 - Childcare Quality System 717, 100% includes duplicates

- Footsteps2brilliance 35, 5%
- Peapod Playgroups 143, 21%
- Raising A Reader 177, 26%
- Summer Bridge 46, 7%
- Improved Child Health
 - Oral Health: 114, 17%
 - Safe Kids: 159, 23%
- First 5 Mono Home Visiting demographics:
 - Child Race/Ethnicity
 - Non-Hispanic 74
 - White: 67
 - Black or African American: 1
 - Multi-race: 6
 - Hispanic 76
 - Multi-race: 71
 - White: 5
 - Family Area of Residence
 - Benton, Chalfant, Paradise: 1
 - Mammoth Lakes, Crowley Lake, Sunny Slopes: 119
 - June Lake, Lee Vining, Mono City: 4
 - Bridgeport, Walker, Coleville, Walker, Topaz: 12

Key Findings

- Home Visiting
 - Participating families have improved parental knowledge, understanding, and engagement in promoting their children’s development and physical and mental health.
 - Many enrolled children not already receiving special needs services received developmental screenings (n=138), 72, 54%
 - Mothers participating in First 5 Mono Home Visiting have increased breastfeeding rates compared to California mothers.
- Oral Health
 - Children at kindergarten entry have a high percentage of untreated carries, 33%
- Peapod Playgroups
 - Participating families are receiving child-development and parenting education.

Due to the data, findings, and conclusions herein, First 5 Mono County will continue to fund its currently funded programs in FY 2019-20 while implementing measures to improve quality. First 5 Mono will also continue to work with community partners to leverage supports around investment

areas and the well-being of children birth to five and their families. Some difficult funding decisions lie in our future with Small Population Funding Augmentations (SPCFA) seeking a new round of funding in 2020-21. SPCFA is projected to decrease by \$50,000 due to a slight decline in birthrate will trigger the decrease unless a new funding formula is introduced with the new hoped-for funding cycle. Given this potential revenue decline in FY 2020-21, this evaluation examines efficacy, duplication of efforts across agencies, and rates of participation for the purposes of allocating funding to the most impactful initiatives for Mono County.

During the 2018-19 Strategic Planning process, the Commission identified the Summer Bridge program as not meeting the goals of: 1) improving school readiness, and 2) maximizing the use of funds. Data herein demonstrates that children who participated in Summer Bridge had a readiness rate of 50%, with an overall readiness rate of 51%. Funds allow for enrollment of 60 students in Mammoth Lakes, but over the last several years enrollment was consistently low. Between 2014 and 2018, an average of 37 students participated leaving an average of 23 slots, 38% of the available slots, empty each year. The program began as a First 5 California-funded School Readiness initiative. After state-specific funding ceased, the First 5 Mono Commission opted to continue allocating discretionary funds. Due to the projected \$50,000 decline in FY 2020-21 due to the declining birth rate and the analysis above, the 5-year fiscal plan suspends Summer Bridge funding after FY 20-21.

Another currently funded program deeply considered during the Strategic Planning process was the Oral Health. While First 5 Mono has continued to use discretionary funds for this initiative originally funded by First 5 California, Mono County Public Health now receives funding dedicated to oral health. Consideration for this funding includes knowledge that the 0-5 population still has significant oral health needs--33% of entering kindergartners in the County have untreated cavities. Given program overlap with a partner agency, the First 5 Mono Commission will consider this initiative as a specific agenda item prior to the next evaluation report.

PROGRAMS AND EVALUATION

IMPROVED FAMILY FUNCTIONING HOME VISITING

Home Visiting is included in the First 5 Mono Strategic Plan because it is nationally recognized as a strong strategy to improve outcomes for children and families. Home Visiting is an effective tool to: improve family functioning, decrease child abuse, and improve school readiness and literacy¹. In partnership with Mammoth Hospital, First 5 also provides lactation services through its Home Visiting efforts. Individual breastfeeding support in Labor and Delivery, at home, and through the group meeting Café Mom, enhances the will and ability for moms to sustain breastfeeding, positively contributing to overall childhood health.

The 2018-19 investment in Home Visiting was \$183,039 which includes the following:

1. Welcome Baby!: 9 visits to families with a child prenatal to one year old, visit frequency increases with family stressors.
2. Parenting Partners: 3-24 visits a year depending on need for families with stressors and a child one year old to kindergarten entry.
3. CalWORKS Home Visiting: 24 visits a year for 3 years

First 5 Mono conducts the Home Visiting programs with funding support from First 5 California Small Population County Funding Augmentation (SPCFA) (\$140,043) and Mono County Department of Social Services Community Based Child Abuse Prevention (CBCAP) and Child Abuse Prevention, Intervention, and Treatment (CAPIT) grants (\$33,000). The CalWORKS Home Visiting Initiative, funded through Mono County Department of Social Services (\$9,996), began in FY 2018-19 for families enrolled in Cal WORKS to receive two visits a month for 3 years.

¹ Promising Practice Local Model: Modified Parents as Teachers Evidence-based framework: Pfannenstiel, J. C., & Zigler, E. (2007). Prekindergarten experiences, school readiness and early elementary achievement. Unpublished report prepared for Parents as Teachers National Center.

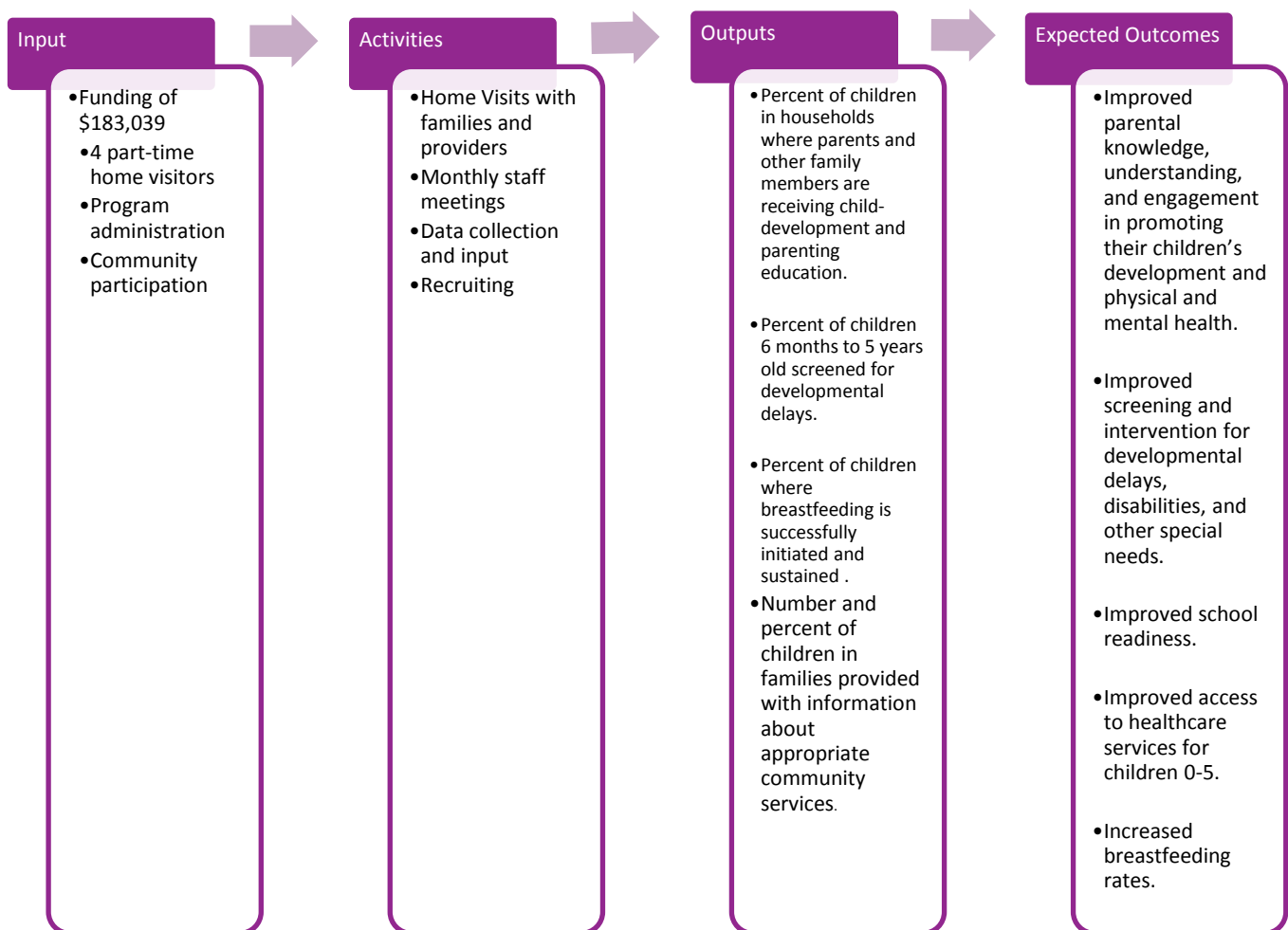
Snow, C.E., Burns, M., and Griffin, P. (Eds.). (1998). Preventing reading difficulties in young children. Washington, DC: National Academy Press.

Parents as Teachers has a long history of independent research demonstrating effectiveness. For more details, refer to the Parents as Teachers evaluation brochure or Web site, www.parentsasteachers.org.

Program objectives include:

- Facilitate parents' role as their child's first and most important teacher
- Provide information on typical child development
- Stimulate child development by providing age-appropriate activities
- Increase and support breastfeeding and literacy activities
- Link families to community services and support access to services
- Conduct developmental screenings and refer families to early intervention programs
- Provide culturally competent services in Spanish and English
- Facilitate optimal family functioning
- Decrease child abuse and neglect

Logic Model



Evaluation Findings and Conclusions

1. Are parents participating in Home Visiting receiving child development and parenting education? (indicator 14, page 41) Yes

- Data Source: Home Visiting exit surveys and resource referrals (below)
 - Table 1: Parenting Partners Exit Survey

| <i>scale of 1 (strongly disagree) to 5 (strongly agree)</i> | N=6 | Before Program Average | After Program Average | Change |
|----------------------------------------------------------------------------------------------------|------------|---------------------------------------|--------------------------------------|---------------|
| <i>I know how to meet my child's social and emotional needs.</i> | | 3.3 | 4.3 | 1 |
| <i>I understand my child's development and how it influences my parenting responses.</i> | | 3 | 4.2 | 1.2 |
| <i>I regularly support my child's development through play, reading, and shared time together.</i> | | 4 | 4.5 | .5 |
| <i>I establish routines and set reasonable limits and rules for my child.</i> | | 3.3 | 4.3 | 1 |
| <i>I use positive discipline with my child.</i> | | 3.7 | 4.2 | .5 |
| <i>I make my home safe for my child.</i> | | 4.2 | 4.7 | .5 |
| <i>I am able to set and achieve goals.</i> | | 3.5 | 4 | .5 |
| <i>I am able to deal with the stresses of parenting and life in general.</i> | | 3 | 4.2 | 1.2 |
| <i>I feel supported as a parent.</i> | | 2.8 | 4.2 | 1.4 |
| Total | | | | 7.8 |

- Table 2: Welcome Baby! And Parenting Partners Exit Surveys

| | Strongly Agree FY 18-19 N=16 | Strongly Agree FY 17-18 N=26 |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------|
| <i>I feel comfortable talking with my parent educator.</i> | 94% | 100% |
| <i>I would recommend this program to a friend</i> | 94% | 100% |
| <i>My parent educator gives me handouts that help me continue learning about parenting and child development.</i> | 94% | 93% |
| <i>My parent educator is genuinely interested in me and my child.</i> | 94% | 93% |
| <i>My parent educator encourages me to read books to my child.</i> | 88% | 93% |
| <i>This program increases my understanding of my child's development.</i> | 69% | 87% |
| <i>My parent educator helps me find useful resources in my community.</i> | 75% | 80% |
| <i>Activities in the visits strengthen my relationship with my child.</i> | 69% | 73% |
| <i>I feel less stressed because of this program.</i> | 50% | 73% |

• Table 3: Resource Referrals

| <i>Community Resource</i> | <i>FY 2016-17</i> | | <i>FY 2017-18</i> | | <i>FY 2018-19</i> | |
|-----------------------------------------------------------------------------------------------|-------------------|-----------------|-------------------|-----------------|-------------------|-----------------|
| | <i>Referred</i> | <i>Accessed</i> | <i>Referred</i> | <i>Accessed</i> | <i>Referred</i> | <i>Accessed</i> |
| <i>Adult Education</i> | 8 | 1 | 17 | 2 | 5 | 1 |
| <i>Dental Services</i> | 1 | 0 | 2 | 1 | 4 | 1 |
| <i>Early Intervention</i> | 9 | 6 | 10 | 5 | 16 | 4 |
| <i>Early Education Setting & General Childcare/Preschool Information</i> | 8 | 3 | 21 | 9 | 16 | 5 |
| <i>Financial Resources</i> | 4 | 2 | 13 | 1 | 4 | 0 |
| <i>Food Resources (WIC, IMACA, DSS)</i> | 0 | 0 | 6 | 2 | 8 | 1 |
| <i>General Parenting or Social Support, Community Participation/Recreation</i> | 41 | 11 | 102 | 33 | 104 | 21 |
| <i>Health Insurance</i> | - | - | - | - | 1 | 0 |
| <i>Language/Literacy Activities</i> | 6 | 1 | 19 | 4 | 8 | 1 |
| <i>Medical Services</i> | 7 | 2 | 10 | 5 | 10 | 6 |
| <i>Mental Health Services</i> | 9 | 5 | 9 | 4 | 12 | 5 |
| <i>Subsidy for Child Care/Preschool</i> | 1 | 0 | 2 | 0 | 1 | 0 |
| <i>Domestic Violence Services</i> | 1 | 1 | 3 | 3 | 0 | 0 |
| <i>Other (injury prevention, crisis intervention, employment and legal resources)</i> | 2 | 0 | 13 | 2 | 16 | 2 |
| Total | 97 | 32 | 227 | 71 | 104 | 47 |
| % Referrals Accessed | 33% | | 31% | | 45% | |

- Findings: Survey data yielded agreement of 70% or higher in measures pertaining to child development and parenting and an increase in activities related to child development after program participation. Referral data demonstrates parent engagement in accessing resources related to health and development and referrals to support families.
- Conclusion: The program is achieving this outcome

2. Does Home Visiting improve screening and intervention for developmental delays, disabilities, and other special needs? (indicator 4, page 40) Yes

- Data Source: Ages and Stages Questionnaire (ASQ) screening data

- Table 4: Home Visiting Ages and Stages Questionnaire Developmental Screenings

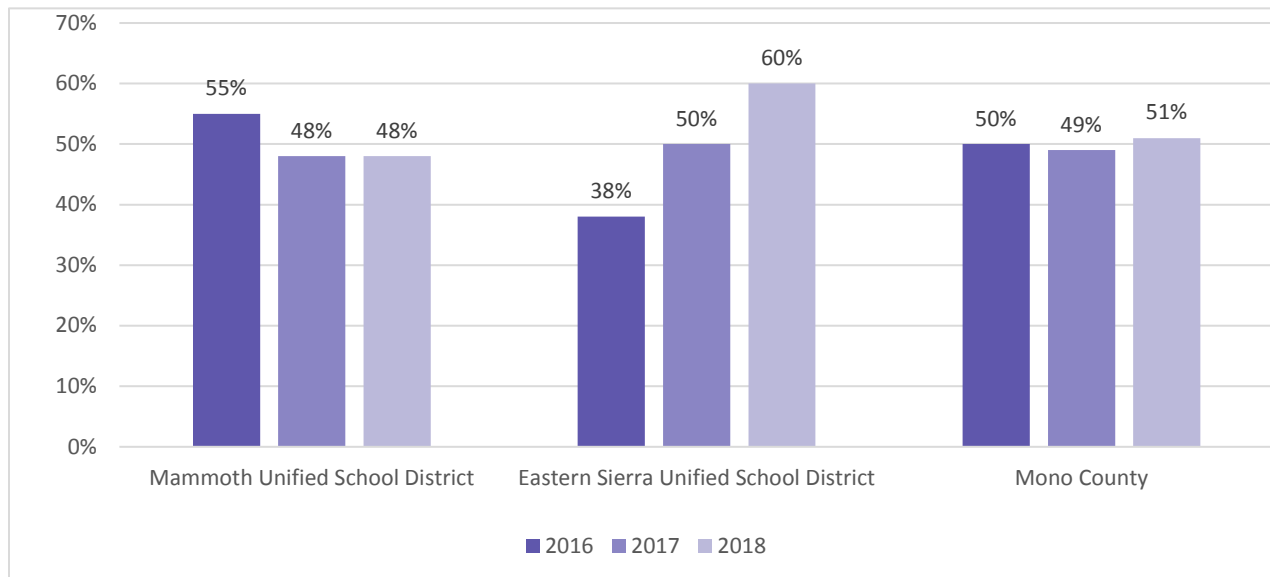
| | <i>Number of children</i> | <i>Percent of children without an identified delay or disability n=138</i> |
|----------------------------------------------------------------------------|---------------------------|--------------------------------------------------------------------------------|
| <i>Screenings Completed</i> | 72* | 54% |
| <i>With one or more identified concern(s)</i> | 21 | 29% of those screened |
| <i>Who received Early Intervention Services as a result of a screening</i> | 4 | 6% of those screened |

*children are not screened for the following reasons: under 4 months old or less than 3 home visits.

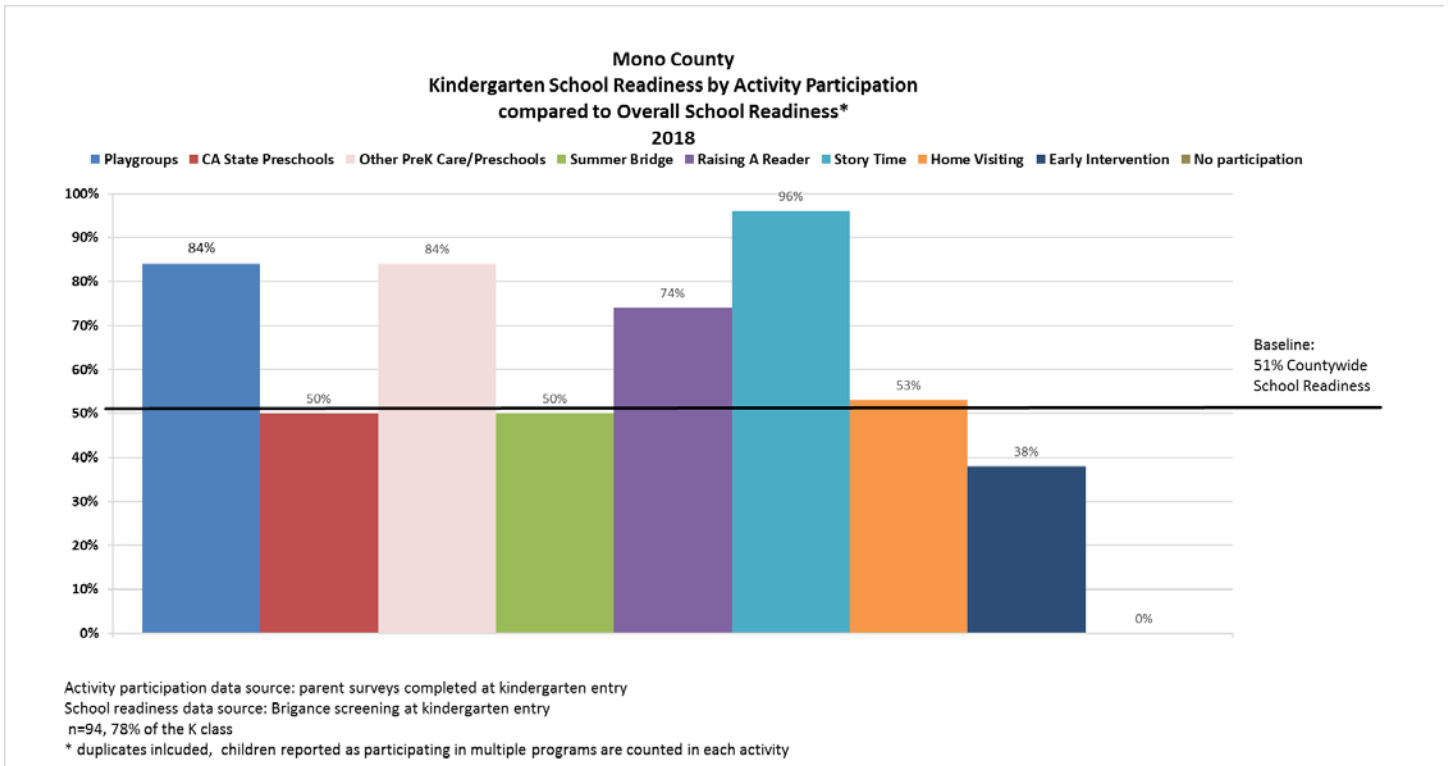
- Finding: 54% of enrolled children without an identified delay received a screening. Of those screened, 29% had a concern identified, and 6% of all children screened received early intervention services because of a screening. Only 6% of children with a screening received services compared to 29% for whom a concern was identified for the following reasons:
 1. Concerns were addressed by providing activities to families that lead to growth to the extent that there was no longer a concern;
 2. The parents refused a referral; 3) after assessment by early intervention specialists, the concern did not meet the threshold to qualify for early intervention services.
- Conclusion: The program is achieving this outcome; however, the program will seek to improve the rate of screening.

3. Does Home Visiting improve school readiness? (indicator 9, page 41) Yes

- Data Source: Kindergartners Assessed as School ready and Kindergarten School Readiness by Activity Participation (both below)
 - Figure 1: Kindergartners Assessed as School Ready by District 2016-2018



- Figure 2: Percent of Kindergartners Assessed as School Ready by Program Participation 2018.

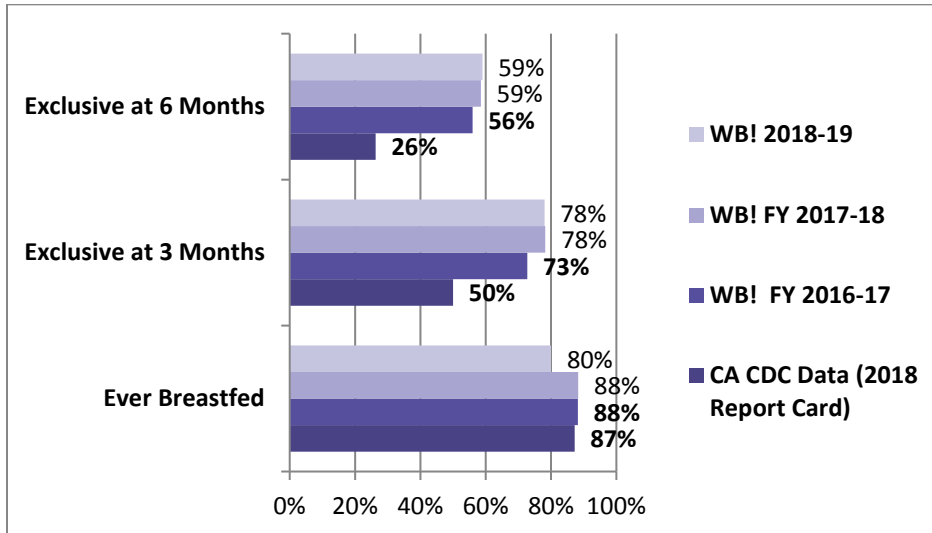


- Finding: Compared to an overall school readiness rate of 51%, 53% of children who participated in Home Visiting were assessed as school ready. Compared to the school readiness rate of 0 for children who did not participate in any early learning programs, 53% is a marked improvement. Overall, school readiness continues to hover around 50%.
- Conclusion: Children who participate in Home Visiting are 53% more likely to be school ready than those who did not participate in any early learning programs, and slightly more likely (2%) to be assessed as school ready than the cohort as a whole. We do not have data on the kindergarteners’ demographic characteristics, e.g., how many come from families with low income, low educational attainment, or other stressors. If the proportion of children experiencing stressors served through Home Visiting (35%) was higher than those of the kindergarten cohort as a whole, it would point to significant readiness gains for children enrolled in Home Visiting. At the February 2019 Strategic Planning Retreat, the Commission asked staff to seek additional funding to fund home visiting to model fidelity as school readiness is a demonstrated outcome of model-fidelity home visiting.

4. Do children whose mothers participate in Home Visiting have increased breastfeeding rates? (related indicator:15, page 42) Yes

- Data Source: Visit records

- Figure 3: Breastfeeding Rates for Moms Enrolled in First 5 Mono Home Visiting Compared to California 2016-17 to 2018-19



- Finding: Mothers enrolled in Welcome Baby! exclusively breastfed at 3 and 6 months at a substantially higher rate than the state rate for the last 3 years.
- Conclusion: The program is achieving this outcome.

5. Is the number of parents participating high or increasing for the following age ranges: prenatal to 1 and prenatal to 5? (indicators, 2 & 3, page 40) TBD

- Data Source: participation in home visiting: 66% of parents with a child prenatal to age 1 participated while 22% of parents with a child prenatal to 5 did.
- Finding: A higher number of parents with infants access home visiting. As infants have been the funding focus of the program, this is a success.
- Conclusion: This will serve as the baseline to gauge participation in the years to come.

6. Is the percent of children 0-5 with the expected BMI high or increasing? Yes (indicator 16, page 42). Data from Mammoth Hospital; Finding: this is increasing; Conclusion: Continue to educate parents on healthy nutrition.

The Commission will continue to fund Home Visiting programs as program-specific evaluation results indicate achievement of the desired outcomes. Thanks to funding allocated by the Mono County Board of Supervisors and funded by the taxpayers of Mono County, home visiting will be conducted to model fidelity in the 2019-2020 fiscal year and significant gains in the evaluation results are expected over the next 5 years as children receiving visits to model fidelity enter kindergarten.

IMPROVED CHILD DEVELOPMENT

SCHOOL READINESS

A child's education begins very early. Since school-based educational systems do not begin until 3-5 years of age, First 5 and community partners offer programs to help prepare children for school in the early years. School readiness programs include all Mono County public elementary schools, childcare and preschool centers, special needs programs, and the Mono County Library System. The FY 2018-19 investment in school readiness was \$82,066 with funding support from First 5 SPCFA (\$82,063). For all incoming kindergartners planning to attend a public school, First 5 Mono funds transition to school support including Kindergarten Round Up (which First 5 also implements in partnership with the schools), Summer Bridge, and incoming kindergarten assessments (Conducted by Eastern Sierra and Mammoth Unified School Districts). Early literacy investments include: Raising A Reader and Story Time (conducted and partially funded by Mono County Libraries), Readers' Theatre and First Book (conducted and funded by First 5 Mono), and Footsteps2brilliance (operated and primarily funded by Mono County Office of Education with funding support from First 5 Mono and Mono County) .

The objectives and a brief description for the programs funded in this category are as follows:

Transition to School Programs

Kindergarten Round Up: informational meeting held at all public elementary schools in the County

Objectives:

- Introduce families and children to the school, teachers, principal, and each other
- Provide information on entering school and kindergarten readiness
- Facilitate children and families' smooth transition into the education system
- Enroll children in kindergarten
- Sign children up for Summer Bridge

Summer Bridge: two week kindergarten transition program held in the summer for incoming kindergartners

Objectives:

- Identify children's skill development needs before school begins
- Improve school readiness

Incoming Kindergarten Assessments: school readiness assessments conducted by teachers in the first month of school

Objectives:

- Assess students' school readiness
- Identify children's skill development needs

Early Literacy Programs

Raising A Reader: book bags distributed by libraries and early learning programs

Objectives:

- Increase literacy for young children
- Encourage use of the library system
- Increase parental and care-provider literacy activities

Readers' Theatre: a literacy program provided to licensed childcares

Objectives:

- Increase literacy for young children
- Increase care-provider literacy activities

Footsteps2brilliance: a literacy application

Objective:

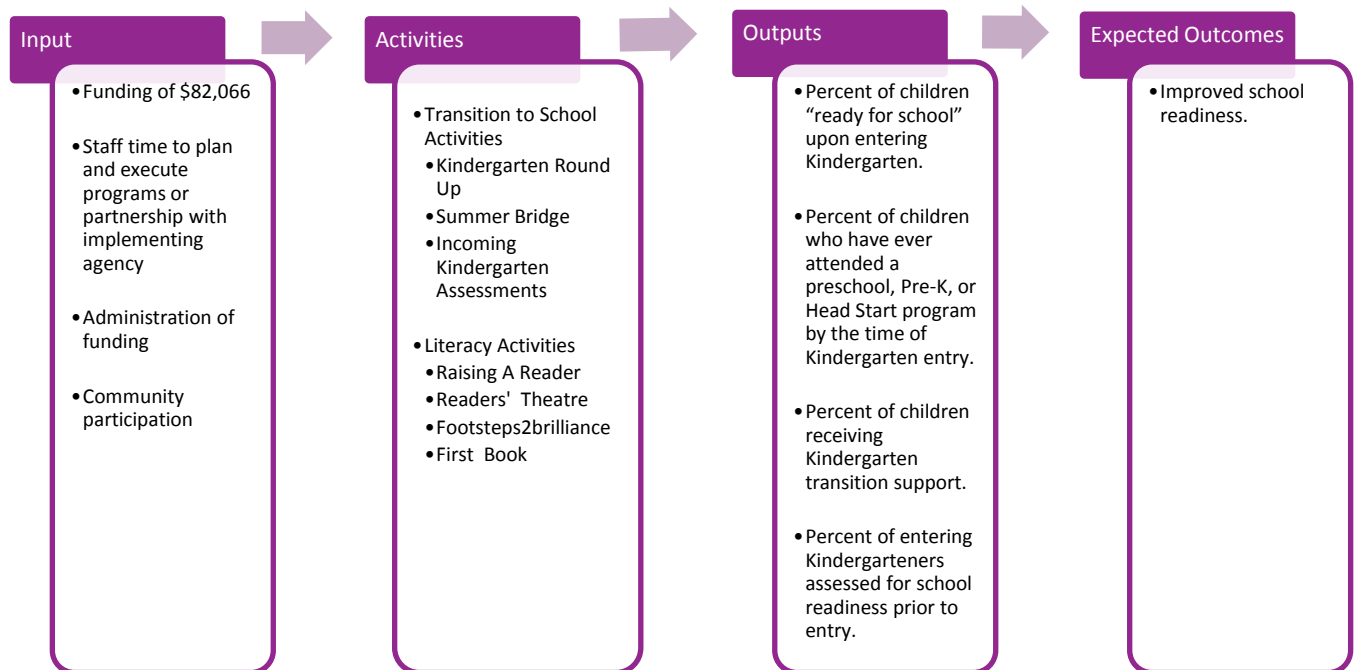
- Increase literacy for young children

First Book: free children's books

Objectives:

- Increase parent-child literacy activities
- Facilitate positive parent-child interaction

Logic Model



Evaluation Findings and Conclusions

1. Is the percent of children “ready for school” upon entering kindergarten increasing? (indicator 9, page 41) Yes, but minimally

- Data Source: Brigance Assessments (Figure 1, Page 8)
- Finding: Readiness increased to 51% from 49% last year
- Conclusion: While school readiness has been a major investment for 19 years, only in the last 3 years was a standardized universal assessment used to measure school readiness. The Percent of Kindergartners Assessed as School Ready by Program Participation (Figure 2, Page 10) demonstrates that funded programs support school readiness across the county. Although the school readiness rate is low, 51%, and improvement is a goal, without current investments in early learning our County school readiness rates would be much lower.

2. Is the percent of children who have ever attended a preschool, Pre-K, or Head Start program by the time of Kindergarten entry increasing? Yes (indicator 8, page 41)

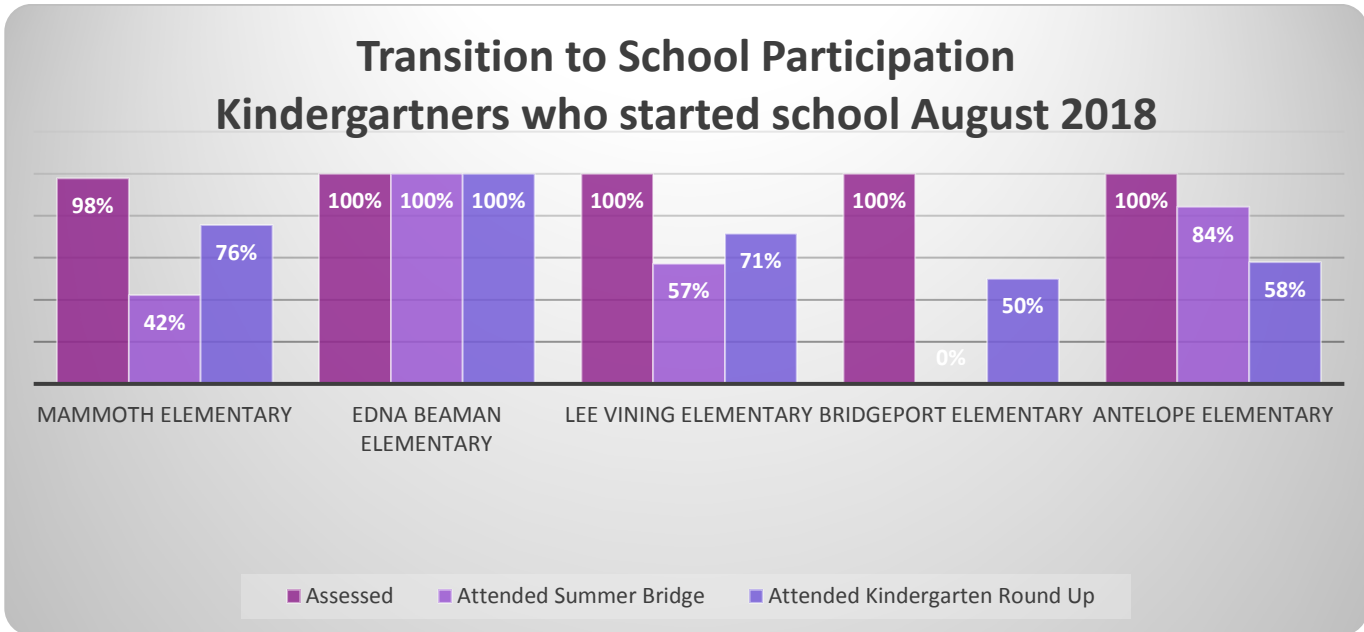
- Data Source: Incoming Kindergarten Parent Survey
- Finding: yes, 70% compared to 65% last year
- Conclusion: Efforts to maximize enrollment and increase the number of available slots coupled with the district-mandated Transitional Kindergarten program had a positive impact on the rate of preschool attendance.

3. Is there a high or increasing percent of preschool slots for age-eligible children? (indicator 12, page 41)

- Data Source: Resource and Referral agency data.
- Finding: 100%
- Conclusion: Although countywide data shows 100% of age-eligible children have a preschool slot, some slots remain unfilled. The reasons for underutilization are:
 - Slots are located in towns without enough children to fill them
 - Children are not able to enroll because of income requirements (e.g., State Preschool, CDBG, or Head Start)
 - Lack of transportation
 - Federal employment requirements for parents (e.g., Mountain Warfare Training Facility Child Development Center).

4. Is the percent of children whose parents attended Kindergarten and TK Round-Up increasing or remaining high? (indicator 10, page 43)

- Data Source:
 - Figure 1: Participation in Transition to School Activities



- Finding: Kindergarten Round Up participation increased to 73%, up from 54% last year. Summer Bridge participation remained low at Lee Vining and Mammoth, and was not offered in Bridgeport.

- Round-Up Conclusion: The program is achieving its goal.

This is a new indicator this year, the previous indicator for transition to school participation included the Summer Bridge program. To ensure evaluation of the Summer Bridge program, please see the conclusion below:

- Summer Bridge Conclusion: Low rates of participation primarily in Mammoth Summer Bridge continue to decline to 42% this year from 51% last fiscal year. During the 18-19, Strategic Planning process the Commission identified the Summer Bridge Program as not meeting the goals of: 1) improving school readiness, and 2) maximizing the use of funds. Data herein demonstrates that children who participated in Summer Bridge had a readiness rate of 50%, while the overall readiness rate was only one percent higher at 51%. Funds allow for enrollment of 60 students in Mammoth Lakes but over the last several years, enrollment was consistently low: a 5 year average of 37 students participated between 2014 and 2018, leaving an average of 23 slots (38% of the available slots) empty each year. The program began as a First 5 California funded school readiness initiative, and after state specific funding ceased, the First 5 Mono Commission opted to continue funding the program using discretionary funds. The Commission’s discretionary funds are projected to drop by \$50,000 in FY 20-21 due to the

declining birth rate which (using the current funding formula) is projected to lead to a decline of Small Population County Augmentation. For these reasons, the 5 year fiscal plan suspends Summer Bridge program funding after FY 20-21.

5. Is the percent of entering Kindergartners assessed for school readiness at entry increasing or remaining high? (indicator 13, page 41) Yes

- Data Source: Kindergarten readiness assessments (Figure 1, page 8)
- Findings: yes, 98% of kindergartners
- Conclusion: The new protocol to assess kindergartners at kindergarten entry (instead of prior to kindergarten) had a positive impact on the percentage of students assessed for the past two years.

6. Is the percent of children birth to 5 accessing funded literacy activates high or increasing? (indicator 11, page 41) new indicator, TBD

- Data Source: Participation in Raising a Reader and Home Visiting includes duplicates.
- Findings: TBD, baseline is 47%
- Conclusion: This data is challenging, as First 5 does not have access to the Raising a Reader participant names so cannot provide unduplicated numbers. Future assessment with multi-year data will help identify the utility of this indicator.

As the majority of the program-specific evaluation results indicate achievement of the desired outcomes, the Commission will continue to fund the same School Readiness activities in 2018-19 as in 2017-18. The Commission plans to end Summer Bridge program funding in FY 2020-21 as it is 1) not achieving its intended outcomes, and 2) has had low participation at some schools. Coupled with projected funding declines, the Commission decided to cease funding Summer Bridge in the future.

Family Behavioral Health

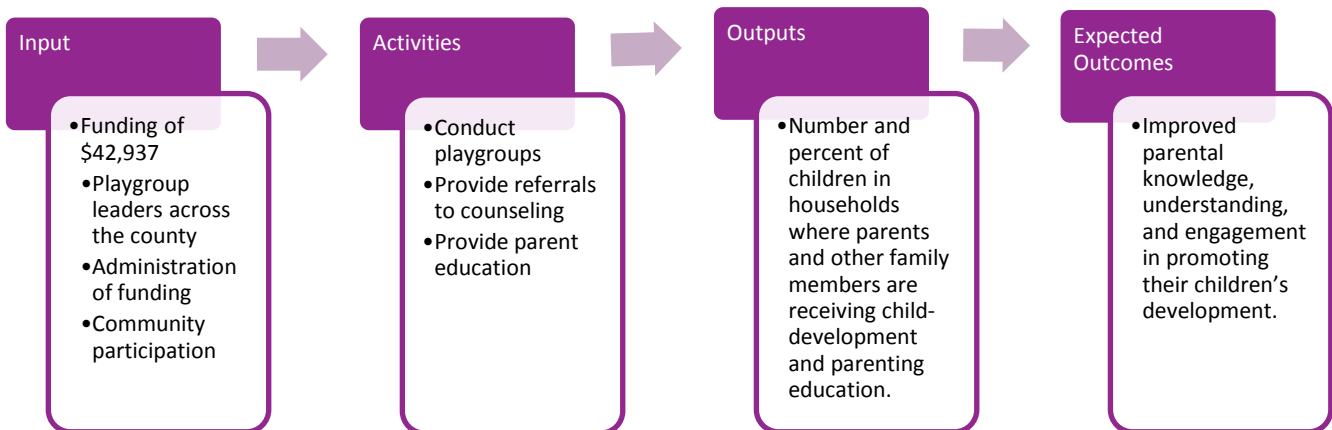
In such a rural and geographically isolated county, it is easy for families to feel alone. Opportunities for children and their parents are fewer than in more populated areas. To meet the social needs of parents and their children, a weekly playgroup program was developed. Funding is primarily from Mono County Behavioral Health (\$40,000) with a small contribution from First 5 Mono (\$2,937) for a total investment of \$42,937. Playgroups and parent education are conducted by First 5 Mono.

The objectives and a brief description for the program funded in this category is as follows:
Peapod Playgroups: For parents, caregivers, and children birth to 5 years old. Playgroups meet for 10-week sessions. Sessions were held in the following communities: Walker, Bridgeport, Mammoth Lakes, Crowley Lake, Lee Vining, June Lake and Chalfant/Benton.

Objectives:

- Decrease isolation by providing parents and children an opportunity to socialize
- Destigmatize seeking behavioral health services
- Link families to community services
- Encourage school readiness and early literacy.

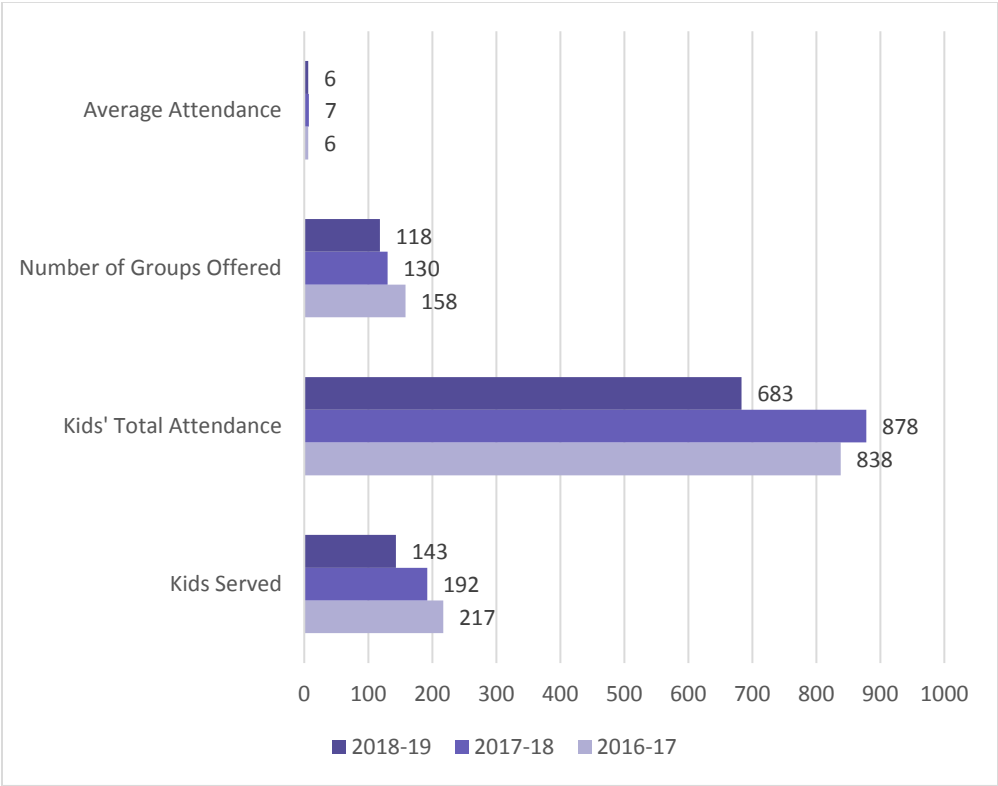
Logic Model



Evaluation Findings and Conclusions

1. Is the percent of children in households where parents and other family members are receiving child-development and parenting education high or increasing? (part of indicator 14, page 41) No

- Data Source: Number of children participating in playgroups.
 - Figure 1: Participation 2016-17 to 2018-19

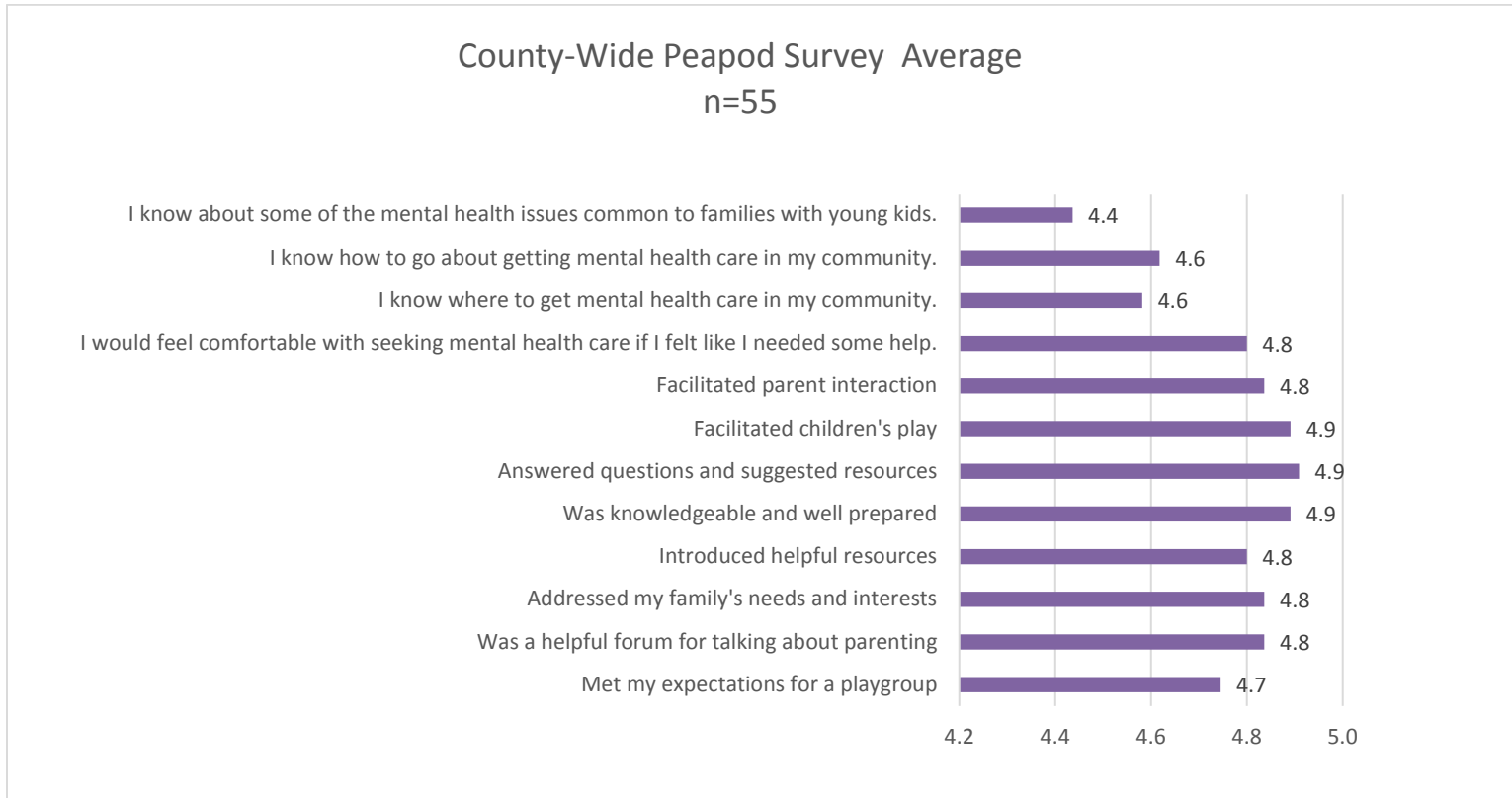


- Finding: Down to 21% from 27% of children birth to 5 in the County last year.
- Conclusion: Due to participation in Peapod, children lived in households receiving child-development and parenting education. Although there was a decrease in the percent of children who participated this year, the program is still achieving its intended outcome.

2. Does Peapod survey data yield 100% satisfaction or an average of 4-5 on a scale of 1-5 that the playgroup met participant expectations. (indicator 1, page 40) Yes

- Data Source: Peapod surveys
 - Figure 1: Participant Survey Results

Scale of 0-5: 1 Strongly Disagree; 2 Disagree; 3 Neither Agree nor Disagree; 4 Moderately Agree; 5 Strongly Agree



- Finding: Yes
- Conclusion: Due to client satisfaction with the program, the program will continue to offer services as it has in the past.

Families have more information about parenting and child development because of the Family Behavioral Health investment. The Commission will continue to invest in and seek funding partnership for this initiative. As part of the continuous quality improvement of the Peapod Program, outreach efforts to ensure as many families as possible participate will continue. First 5 will also work to ensure that information about parenting and child-development is included in groups as a part of each 10 week session cycle

Childcare Quality

First 5 Mono includes Childcare Quality in the strategic plan as many children spend a significant amount of their early years with their childcare provider. The initiative is fiscally supported by First 5 California, the California Department of Education, and a federal Community Development Block Grant through Mono County. Educating child care providers on how to best meet the needs of children helps ensure children will spend their formative years in optimal learning environments.

The Childcare Quality investment for FY 2018-19 was \$447,999 that came from the following funding streams:

- Improve and Maximize Programs so All Children Thrive (IMPACT), conducted by First 5 Mono for Mono and Alpine Counties funded by First 5 Mono & First 5 California (\$97,790);
- Region 6 Training and Technical Assistance Hub, funded by First 5 California (\$103,060);
- California Department of Education (CDE) Certification and Certification & Coordination Grants (\$2,625);
- Infant/Toddler Quality Rating and Improvement System (I/T QRIS) Block Grant (\$6,854);
- Childcare services provided by Eastern Sierra Unified School District funded by the Community Development Block Grant (CDBG) through Mono County (\$230,899).

The objectives and a brief description for the programs funded in this category are as follows:

IMPACT: Training, coaching, rating, stipends, and support for childcare providers for the provision of high-quality care for children and their families.

Objectives:

- Provide site-specific professional development to child care providers.
- Support providers' implementation of developmental screenings and parent engagement activities
- Build public awareness and support for quality early care
- Build a Childcare Quality System that leverages funding and maximizes support for care providers

QRIS and CSPP QRIS Block Grants: Support for state preschool sites and sites serving infants and toddlers.

Objectives:

- Provide site-specific professional development to child care providers
- Support provider understanding of quality care and education

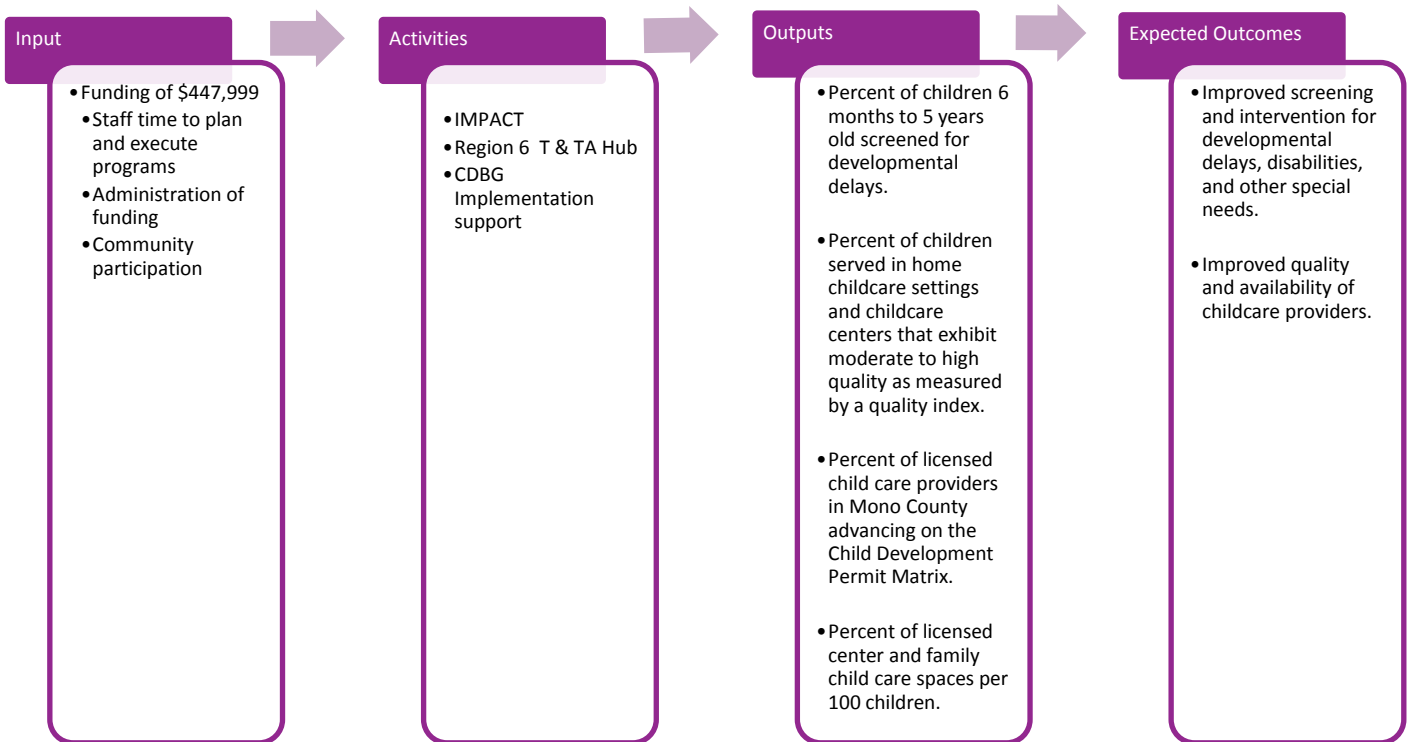
Training and Technical Assistance Hub: Support regional efficiencies in Childcare Quality work

Objectives:

- Provide assessors for Spanish speaking sites
- Contract with Viva for coordination for the Hub
- Contract with i-Pinwheel database to track sites' participation
- Contract with American Institute of Research for the Early Learning Needs Assessment Tool (ELNAT) database to analyze child data to determine needs

CDBG Childcare: Provide high-quality care to preschool age children in Bridgeport and Benton.

Logic Model



Evaluation Findings and Conclusions

1. Is the percent of children 6 months to 5 years old screened for developmental delays increasing? (indicator 4, page 40) Yes

- Data Source: Completed ASQs
 - Table 1: Developmental Screening, ASQ, from Participating Sites

| <i>Fiscal Year</i> | <i>Number of Screenings</i> | <i>Percent of enrolled children screened</i> | <i>Number of children screened with an identified concern</i> | <i>Percent of children screened with an identified concern</i> |
|--------------------|-----------------------------|----------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------------|
| 2017-18 | 130 | 60% | 22 | 23% |
| 2018-19 | 180 | 85% | 33 | 18% |

- Finding: Yes, 85% of children enrolled at participating sites were screened for a developmental delay, up from 60% the previous year.
- Conclusion: More children are being screened for developmental delays through their childcare provider.

2. Is the percent of children served in home childcare and childcare centers that exhibit moderate to high quality as measured by a quality index increasing? (indicator 5, page 40) Yes

- Data Sources: Site ratings and Childcare Quality System participation data
- Finding: Yes, 192 children in Mono County attended a site with a high quality rating, 91% of children enrolled in programs participating in the Childcare Quality System and 28% of all children in the county up from 44% and 13% respectively last year. (indicator 6, page 40)
- Conclusion: More sites were rated as having high quality this year, 9 sites were rated as 4—exceeding quality; and 3 sites were rated at 3—achieving quality. Due to more sites being rated as high quality, a higher percentage of children were served in sites with high quality as measured by a quality index, a number that has increased from 8% in FY 2016-17 to 27% in 2018-19. (table 5 page 37)

3. Is the percent of licensed childcare providers in Mono County advancing on the Child Development Permit Matrix high or increasing? (indicator 6, page 40) No

- Data Source: Childcare Quality System participation
- Finding: 0, down from 2 in 2017-18

- Conclusion: Although child development permits are an element of a high quality program, the incentive to improve quality is not enough to support providers to overcome the barriers to attaining child development permits. Barriers include low pay regardless of permit achievement, no licensing requirement to have a permit, and the difficulty of gathering supporting documents and properly completing the permit application.
- 4. Is the percent of licensed center and family childcare spaces per 100 children high or increasing? (indicator 7, page 40) Yes, it is increasing**
- Data Source: IMACA Resource and Referral slot numbers and the Childcare Portfolio
 - Findings: In 2016 (the most current Childcare Portfolio), 24% of children 0-12 with parents in the workforce had a licensed childcare slot available, an increase from 17% in 2014.
 - Conclusion: Although the number of slots available to children in Mono County decreased dramatically from 56% in 2008, the percent of available slots has increased over the years and is now 47%, a steady increase over the last three years. The percent increase is related to decreases in the 0-5 county population (data from the Childcare Portfolio, Appendix IX, Page 44) which may in turn be related to the lack of available child care. First 5 partnered with Mono County, Eastern Sierra Unified School District, and the Mono County Office of Education to open two new preschools—one in Bridgeport and one in Benton—which helped with the increase, but due to closures of family childcares there was still a net loss of slots in the county. First 5 Mono continues to actively participate in the Mono County Child Care Council to support initiatives seeking to increase the number of child care slots in Mono County. And to collaborate with the Mono County Office of Education, which has taken the lead on a coordinated effort to create more slots in Mammoth Lakes.

The Commission will continue to invest in the Childcare Quality initiative because it is rating sites, supporting developmental screenings, and impacting the number of available slots in the county. Coaching and assessing capacity was created in FY 2018-19 as part of continuous quality improvement. Coaches provided teacher specific coaching based on classroom observations and instead of paying a contractor to travel to obtain CLASS observations (one of the rating tools) an in-house observer was hired and trained in all three CLASS tools (infant, toddler, and pre-k). First 5 hopes that funding for these capacity increases will continue to support the system.

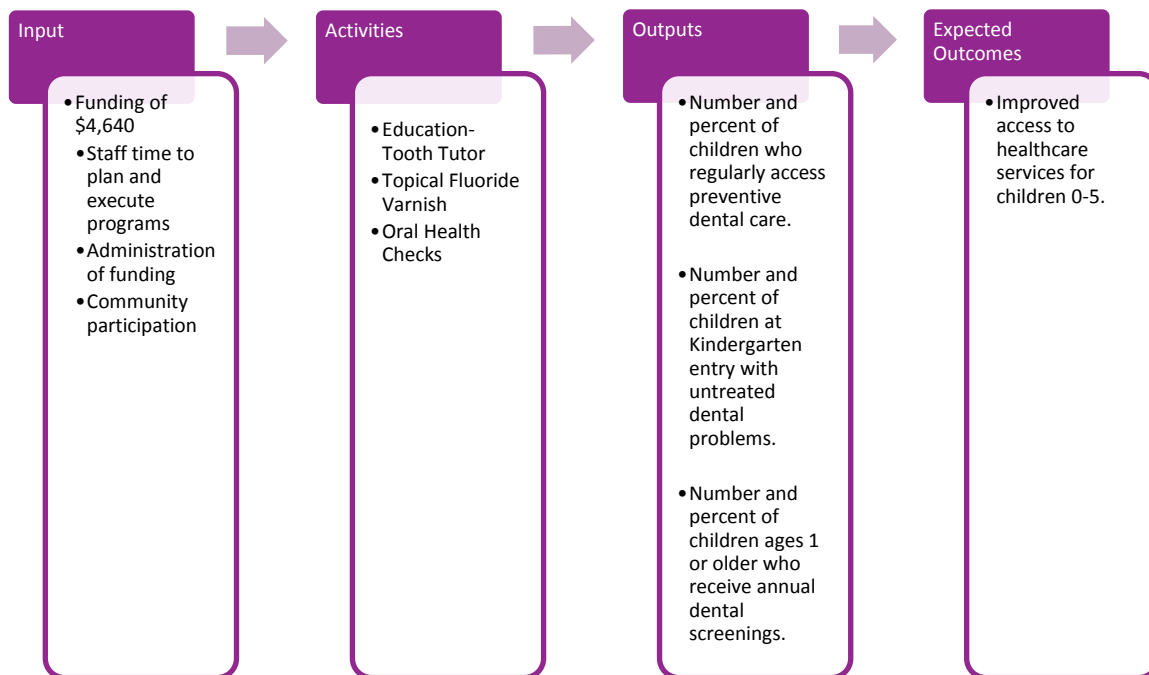
IMPROVED CHILD HEALTH

ORAL HEALTH

The 2009 First 5 Mono Strategic Plan identified a significant community need in the area of oral health. Pediatricians saw visible tooth decay and an opportunity to provide topical fluoride varnish and oral health education through paraprofessionals was developed. Pediatricians in the County continue to report needs for sustained efforts in oral health due to high numbers of children with poor oral health. The Oral Health program consists of education, oral health checks, and topical fluoride varnish application for children in childcare settings across the County. The program was funded and operated by First 5 Mono at a cost of \$4,640 for FY 2018-19. The program provides free toothbrushes, toothpaste, and floss to families to help maintain oral health.

Objective: Provide application of topical fluoride varnish twice a year to all Mono County children age 1-5 not already receiving services from a dentist, and educate children and parents about oral health.

Logic Model



Evaluation Findings and Conclusions

1. Is the percent of children ages 1 or older who receive annual dental screenings high or increasing? (indicator 17, page 42) No

- Data Source: Sierra Park Dental Data, 2016-18
- Finding: 51% of children age 1-5 years old had an annual exam at Mammoth Hospital—, a drop from 59% the previous year. There was a corresponding drop in the reporting rate as the number of patients at Sierra Park Dental declined by 61 individuals.
- Conclusion: First 5 will continue oral health education efforts to support higher percentages of children receiving an annual screening. A data challenge is that only one dental provider is included.

2. Is there a low percent of children at Kindergarten entry with untreated dental problems? (indicator 18, page 42) No

- Data Source: Kindergarten Oral Health Checks
- Finding: 33% of the oral health checks turned in at kindergarten enrollment indicated the child had untreated caries (cavities), up from 30% last year.
- Conclusion: The percent of untreated caries at kindergarten entry increased.

The oral health needs of young children in Mono County continue to be high, only around 50% of children in the County are receiving annual screenings at the Mammoth Hospital Dental Clinic. The actual rate is certainly higher as some children access care through a private provider or out of County. For the next year, the Commission will continue to invest in this initiative and seek to improve oral health for children 0-5. As part of the continuous quality improvement of the oral health investment, First 5 will target education for parents to get annual dental checkups and preventative care for their children. Additionally, First 5 will continue to provide topical fluoride varnish and oral health checks for children between one and 5-years-old.

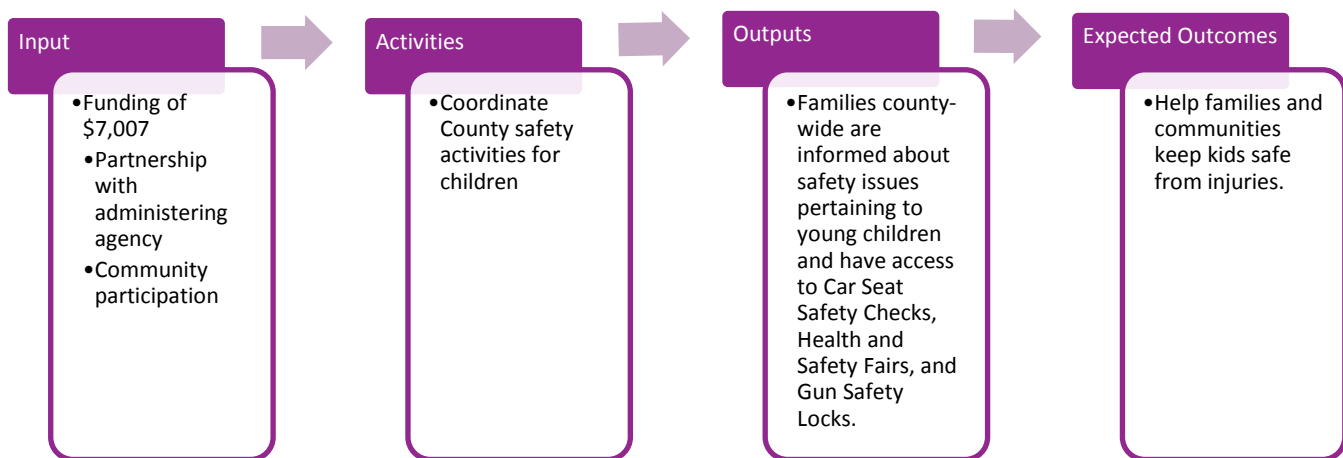
First 5 Mono has continued allocate discretionary funds for the oral health initiative, once funded by First 5 California. The Health Department was awarded funding for an oral health initiative last year, and the pediatric office provides topical fluoride varnish, topics which arose in the Strategic Planning process. The 0-5 population has significant needs based on the rate of untreated carries at kindergarten entry-- 33%. Although the need exists, considerations for continuation of this funding allocation are: new Oral Health Education funds awarded to Mono County Public Health, lack of First 5 California oral-health specific funding, and potential Small Population County Funding Augmentation declines associated with lower birth rates. The First 5 Mono Commission will consider continued funding of this initiative as a specific agenda item prior to the next evaluation report.

CHILD SAFETY

Prior to the formation of *Safe Kids California, Mono Partners*, no agency in the County specifically focused on child safety. While some agencies conducted safety activities, services were not coordinated. Initially spearheaded by Mammoth Hospital, multiple community agencies met to pursue the formation of a Safe Kids Coalition. Based on higher than average injury data for Mono & Inyo Counties, and after learning the benefits of such collaborations, the Commission decided to fund the coordination of *Safe Kids California, Mono Partners* as no other participating agencies had the necessary funding to conduct coordinating activities. With combined funding from SPCFA (\$7,000) and the Mono County Office of Education, the Mono County Office of Education coordinates *Safe Kids California, Mono Partners*.

Objective: Bring safety services & resources to families

Logic Model



Evaluation Findings and Conclusions

1. Are families countywide informed about safety issues pertaining to young children and able to access Car Seat Safety Checks, Health and Safety Fairs, and Gun Safety Locks?

Yes

- Data Source: Health and Safety Fair Participants (Appendix VIII, Page 39)
- Finding: approximately 80% of the 0-5 population and a parent accessed resources, an increase from 27% last year
- Conclusion: As a result of Health and Safety Fairs, families across the county were informed of safety issues and had increased access to safety materials.

Families have more information about child safety as a result of the Safe Kids investment, thus the Commission will continue to invest in this initiative. Safe Kids also successfully leveraged funds in FY 2018-19 including a grant the Safe Kids Coordinator obtained to provide additional safety resources to families. As part of the continuous quality improvement of the Safe Kids California, Mono Partners work, outreach efforts will continue to ensure as many families as possible participate in Health & Safety Fairs.

APPENDICIES

Appendix 1, Home Visiting

Table 1: Referral Source

| | Number | Percent |
|---------------------------------------------|------------|---------|
| Mammoth Hospital Labor & Delivery | 25 | 24% |
| Self | 18 | 17% |
| Childbirth Education Class | 11 | 12% |
| First 5 Home Visitors | 10 | 10% |
| Doctor, Pediatrician, or Nurse Practitioner | 10 | 10% |
| Northern Inyo Hospital | 5 | 5% |
| Peapod | 4 | 4% |
| Mono County Child Protection Services | 4 | 4% |
| CalWORKS Home Visiting Initiative | 4 | 4% |
| Other, Family/Friends | 4 | 4% |
| Mammoth Hospital ER | 3 | 3% |
| Early Start | 2 | 6% |
| Mammoth Hospital Dietician & Women's Clinic | 2 | |
| Parent Child Workshop | 1 | |
| School | 1 | |
| 18-19 Total | 104 | |
| 2017-18 Total | 70 | |
| 2016-17 Total | 69 | |

Table 2: Visits Provided

| <i>Visit Type</i> | <i>FY 2016-17*</i> | <i>FY 2017-18*</i> | <i>FY 18-19</i> |
|-----------------------------|--------------------|--------------------|-----------------|
| <i>Prenatal Home Visits</i> | 38 | 63 | 65 |
| <i>Birth-5 Home Visits</i> | 564 | 561 | 527 |
| <i>Total Visits</i> | 602 | 624 | 592 |

*numbers updated from previous years due to database calculation updates.

Table 3: Families Served

| | <i>FY 2016-17</i> | <i>FY 2017-18</i> | <i>FY 18-19</i> |
|-------------------------------------------------------------------------|-------------------|-------------------|-----------------|
| <i>New Babies Enrolled in WB! Births to Mono County Residents*</i> | 69 | 58 | 89 |
| <i>Percent of Mono County Babies Enrolled Total Families Served</i> | 52% | 43% | 66% |
| | 141 | 125 | 136 |

*Source: California Department of Finance January 2019, projections
FY calculations use the calendar year projections of the year the FY begins (e.g., 2018 for FY 2018-19)

Table 4: Child's Race & Ethnicity, N=150

| | | | |
|---------------------|--------------------|---------------------------|----|
| Non-Hispanic | 74, 49% | Black or African American | 1 |
| | | White | 67 |
| | | Multi-race | 6 |
| Hispanic | 76, 51% | Multi-race | 71 |
| | | White | 5 |

Table 5: High Needs

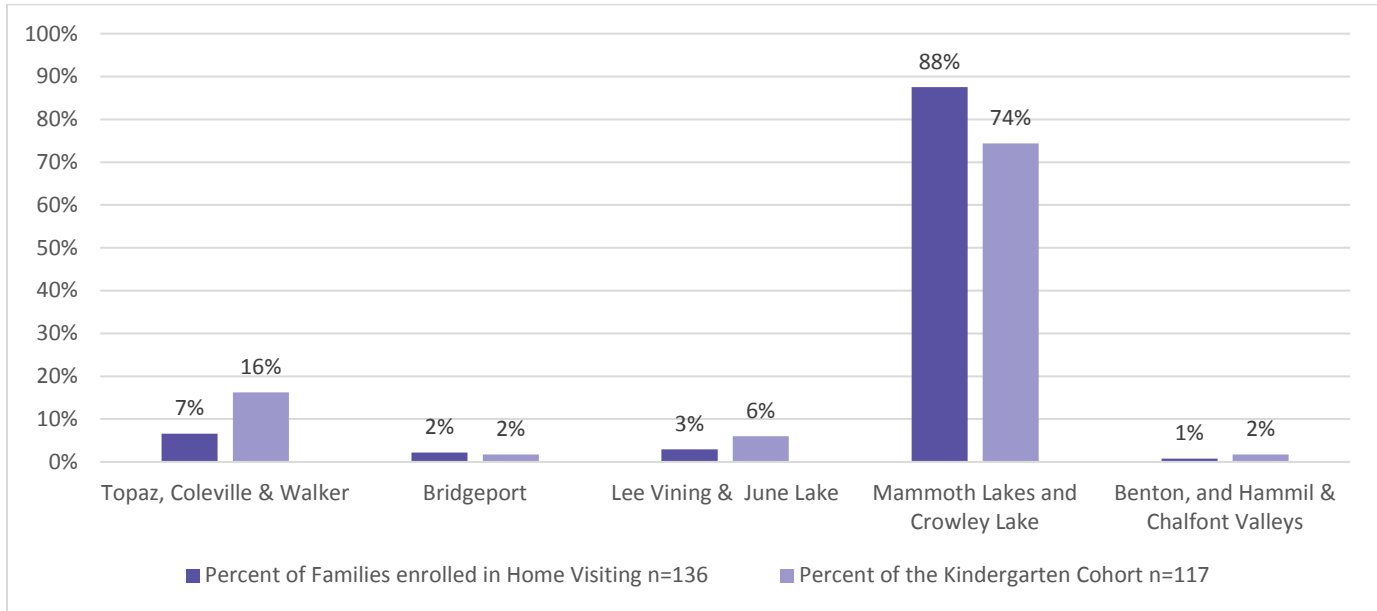
Families with high needs: 52, 38%

High Needs is determined using the national home visiting standard. If a family has *more than one of the following* stressors

| | | |
|-----------------------------------|-----------------------|-------------------------------|
| low income or education, | foster parents | death in the immediate family |
| child or parent with a disability | incarcerated parent | child abuse or neglect |
| homeless or unstable housing | very low birth weight | active military family |
| young parent | domestic violence | |
| substance abuse | recent immigrant | |

| <i>Select stressors</i> | <i>Number of families</i> |
|--------------------------------------------------------|---------------------------|
| <i>Low income</i> | 46 |
| <i>High School Diploma or Equivalency not attained</i> | 27 |
| <i>Child with a Disability</i> | 16 |
| <i>Parent with a Disability</i> | 5 |
| <i>Young Parent (parenting under age of 21)</i> | 5 |
| <i>Housing Instability</i> | 5 |

Figure 1: Home Visiting Families' Town of Residence Compared to the Kindergarten Cohort



Exit Comments

1. What about this program has been most helpful to you and your family?

- Debbie's support through everything and always ready to help.
- Annaliesa's kind approach, willingness to share experiences and knowledge.
- Me ayudo mucho a trabajar juntos para ayudar a mi nina ya que tuvo tardanza en ablor como entenderla y ayudarla en todo. (It helped me a lot to work together, to understand, and help my daughter in everything because she was slow to speak.)
- I felt safe if I need help I can always call Lara. I loved the books Lara gave to us, all educational.
- Having Lara come to the house.
- Tips and suggestions for my daughter's routine and sensory needs.

2. What suggestions do you have to improve the Home Visiting program?

- Para nosotros esta muy bien, porque nos ayudo en todo. Gracias (For us it is very good, because it helped us with everything. Thank you)
- I think just perfect.
- n/a
- Activities which require parent/child teamwork and engagement with parent teacher guidance.

3. Additional Comments:

- I like a monthly prints about what to practice with baby and what to accept every age. I love the monthly daily fun with your little one schedule.
- Lara is amazing!
- My child loves the program and her parent-teacher. Thank you!

Appendix II, Transition to School

Kindergartners who Started School in August of 2018

Table 1: Summer Bridge Parent Survey

In which ways do you feel Summer Bridge helped prepare your child for Kindergarten?

| <i>Classroom Skill</i> | Percent of Parents, N=49 (82% reporting) |
|--------------------------------------------------|-----------------------------------------------------|
| <i>Getting used to the classroom</i> | 90% |
| <i>Meeting the teachers</i> | 86% |
| <i>Increased self-confidence</i> | 67% |
| <i>Adjusting to a group learning environment</i> | 65% |
| <i>Development of social skills</i> | 55% |
| <i>Learning how to follow directions</i> | 55% |
| <i>Increased attention span</i> | 45% |

How could we improve the Summer Bridge Program next year?

- No improvements, Monica and Bessie provided a fun and rich learning environment for [child's name].
- It was great! I loved seeing so many students participating. In [previous state of residence] it was really only a few who had never attended pre-school or been away from home.
- It was wonderful!
- Send some paperwork home for how to do the first day of school for new parents sending a child to school.
- I liked the fact that it was available, but maybe make it closer to when school starts. I think one week between Summer Bridge and the first day is plenty of time.
- I thought it was perfect!
- Don't know, I'm very happy.
- Maybe more advertising for a possible bigger turnout.
- Do we get feedback on [child's name] and what we should work on this summer before kindergarten starts?
- Bus transportation
- Doing it like this it is perfectly fine. Maybe one more hour.
- I don't know of any improvements as [child's name] has enjoyed coming to bridge every day and always comes home happy.
- You are doing everything right. Thank you.
- Nothing.

Translated from Spanish:

- I think your program is wonderful in making children know new things and prepare them to continue without fear of school.
- Everything is very good now.
- I think everything is fine. a little more hours and / or a little longer the program not separating children due to their language / race
- I think the Summer Bridge program should last longer for children to function more in school
- Everything seems very good to us, thank you for your help in teaching our children more.
- Thank you very much.
- I think it's very good That the program takes more than 2 weeks for children, so they have more time to connect to school.
- For me it's ok

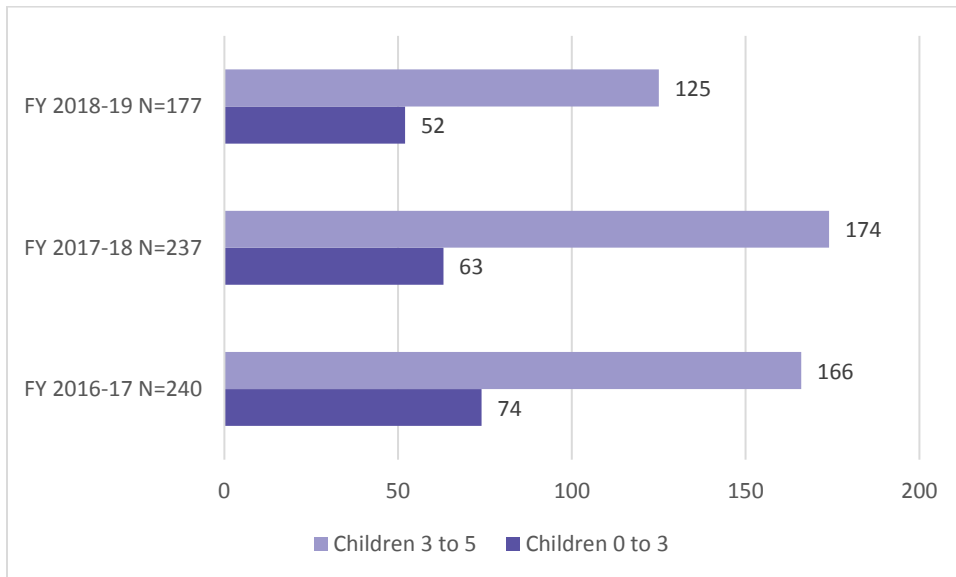
Summer Bridge Teacher Survey

How could we improve the Summer Bridge Program next year?

- Assessing students in spring to make sure all students are identified who have not been to preschool.
- Footsteps2Brilliance login and passwords for each student enrolled in Summer Bridge.
- I believe the program works well. We might want to try advertising in the newspapers and radio stations.
- It was great!

Appendix III, Early Literacy

Figure 1: Raising A Reader, Participation by Age 2016-17 to 2018-19



Raising A Reader Parent Survey

What did you enjoy about the RAR Program?

- The bi-weekly visits from Kacee are wonderful. It is a special day that the children all look forward to.
- Kacee has been a very good teacher in encouraging students to engage in reading.
- The variety of books, loved that [it] offers books in English/Spanish
- We love when Kacee comes for site visit reads.
- Parents enjoyed each book, easy to keep organized and hand them out.
- We love Kacee!
- Story time with Miss Kacee and the children's eagerness to take home new books!
- I believe that the more adults children see reading and have reading to them, increased their understanding of the importance of books and reading!

Table 1: Readers' Theater Participation by Location

| <i>Readers' Theater Location</i> | <i>FY 2016-17</i> | <i>FY 2017-18</i> | <i>FY 2018-19</i> |
|-----------------------------------------|-------------------|-------------------|-------------------|
| <i>Family Child Care Providers</i> | 4 | - | - |
| <i>Edna Beaman Elementary Preschool</i> | | | 2 |
| <i>Bridgeport Elementary Preschool</i> | - | 8 | 10 |
| <i>Coleville State Preschool</i> | 12 | 9 | 11 |
| <i>Coleville Marine Base Childcare</i> | 13 | 18 | 8 |
| <i>Lee Vining Head Start Preschool</i> | 15 | 7 | 6 |
| <i>Lutheran Preschool</i> | - | 9 | 9 |
| <i>Kids' Corner</i> | 15 | 15 | 17 |
| <i>Mammoth Head Start Preschool</i> | 21 | 18 | 18 |
| <i>MCOE Preschool or TK Room</i> | - | 9 | 14 |
| Total | 80 | 93 | 95 |

Table 2: First Book Distribution

| <i>Program</i> | <i>Number of Books</i> |
|-----------------------------------|-------------------------------|
| <i>Home Visiting & Peapod</i> | 415 |
| <i>Health & Safety Fairs</i> | 10 |
| <i>Back to School Night</i> | 30 |
| <i>Total</i> | 455 |

Table 3: Birth to Five-Year-Old Footsteps2Brilliance Participation

| | |
|----------------|-----|
| 2017-18 | 500 |
| 2018-19 | 35 |

Appendix IV, Peapod Playgroups

Table 1: Families Served by Location 2016-17 to 2018-19, includes duplicates between locations

| <i>Playgroup Location</i> | <i>FY 16-17</i> | <i>FY 17-18</i> | <i>FY 18-19</i> |
|----------------------------------|------------------------|------------------------|------------------------|
| <i>Benton/Chalfant</i> | 3 | 2 | 3 |
| <i>Bridgeport</i> | 15 | 12 | 21 |
| <i>Crowley Lake</i> | 32 | 45 | 38 |
| <i>Lee Vining/ June Lake</i> | 2 | 0 | 3 |
| <i>Mammoth English</i> | 74 | 55 | 38 (bilingual) |
| <i>Mammoth Spanish</i> | 0 | 4 | |
| <i>Walker</i> | 12 | 4 | 15 |
| <i>Total</i> | 138 | 122 | 118 |

Survey Comments:

- All the fun activities and kids interacting.
- Fun, friendly group.
- Fun beautiful kind graceful environment, great songs.
- Songs, toys, chatting.
- Keep doing what you're doing. We love the group.
- The leaders are great. They even went beyond and cleaned some cow poop that was in the way.
- Consistent attendees and experience lets [child's name] be comfortable.
- Kids interaction and learning, as well as parent interaction.
- Safe, fun, on time.
- Inclusive, friendly leaders.
- Great community feel
- The kids, leaders, and moms and dads are wonderful and we have learned so much.
- Consistent activities and attendees.
- Jackie and Robin are very sociable with the parents and kids. They never cease to ask how we're doing and what activities she's been up to.
- Playing with different toys, songs, chatting.
- Always changing the toys and play equipment (teeter totters/slides)
- Socialization for my daughter
- Consistent activities and people
- Children interaction and learning.
- More classes.
- Nada, it's perfect, Jackie is amazing.
- Interaction with younger and older children
- Consistent activities and attendees.
- Started introducing crafts

Survey Comments (continued)

- Kids interacting, singing, playing, Jackie & Lara are awesome!
- Group leaders helping when conflict arises between kids.
- Introducing different topics for kids and parents.
- Focusing of children's play and parent interaction.
- Spanish songs.
- Fun, social, developmental play for kids
- Opportunity to interact with parents
- Open mind conversation, great program for kids
- I like how group play is encouraged. The toys are age appropriate too.
- Everyone hanging out socializing.
- Child and parent interaction.
- Getting to know parents, singing, great leaders getting the kids involved but not being pushy.
- Jackie & Lara are very friendly and quick to welcome me and my child to the group. They encourage my child without being pushy. They have activities that engage the kids (age appropriate).
- Friendly welcoming atmosphere, inclusion, research based play.
- Kept child's interest and encouraged socialization.
- My daughter loves the parachute and songs. Learning new songs, getting comfortable with the Leaders, and looking forward to coming and push toys.
- Well organized, great toys, great kid interaction as well as parent.
- An opportunity for families snowbound for outlet and for children who aren't in childcare or preschool to be acquainted with others.
- Younger and older children access
- Structured play
- Jackie talks to every parent and child. Both my children can have fun with toys and songs. Parents working together to make sure kids play well and have fun.
- Group singing.
- I love the free play time for the babies and social time with adults. It's a really great change of pace for the baby and I during long days at home.
- Music both English and Spanish, sharing practice.

Survey Suggestions:

- Longer parachute
- No suggestions. It has been great as it is. Really enjoy it, my daughter has so much fun, and has learned so much.
- Could be more often.
- More outreach, bring in more children.
- Conflicts with other activity (bilingual playgroup next door)
- Everything is great, would only suggest an afternoon session. Dad would love to join but work doesn't allow it during morning sessions.
- Read a book after song time.
- Field trips (fires station, police, etc)
- Would love more afternoon sessions.
- It's excellent
- Stay like now is great
- None. Thank you for all that you do!
- Everything is great.
- No suggestions.
- I am new to the group so currently no suggestions.
- More of the same, maybe more activities/songs with parent and child interacting with other parent/child like partners.
- Read simple book after song.
- I like a less structured playgroup but understand that may conflict with the wishes of other families.

Appendix V, Childcare Quality

Table 1: Participating Childcare Sites in Mono County

| Site Type | Number of Sites Served | Percent of Qualifying Sites Served |
|------------------|------------------------|------------------------------------|
| Center | 8 | 100% |
| Family Childcare | 7 | 78% |
| Total | 15 | 88% |

Table 2: Children Served at Participating Childcare Sites in Mono County

| Year | Number of Children birth-5 Served | Percent of County birth-5 population Served |
|---------|-----------------------------------|---------------------------------------------|
| 2017-18 | 217 | 30% |
| 2018-19 | 211 | 31% |

Table 3: Alternative Sites Served Mono County

| Site Type |
|---------------------|
| Home Visiting 0-3 |
| Home Visiting 3-5 |
| Peapod North County |
| Peapod South County |

Table 4: Participating Sites in Alpine County

| Site Type | Number Served | Percent Served |
|------------------------------|---------------|----------------|
| Center | 1 | 50% |
| Alternative Site--Playgroups | 1 | 100% |

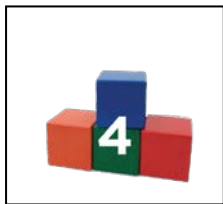
Table 5: Ratings

Rating is based on the following set of California State standards known to promote high-quality early learning for kids.

- Interactions between teachers and children
- The health and safety of the classroom
- How teachers meet and support the developmental needs of children
- Staff qualifications and training
- Group size, number of children per teacher

| | |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------|
|  | COMMITTED TO QUALITY – participating in quality improvement efforts |
|  | RAISING QUALITY – meeting some quality standards |
|  | ACHIEVING QUALITY – meeting multiple quality standards |
|  | EXCEEDING QUALITY – meeting quality standards in all areas |
|  | HIGHEST QUALITY – exceeding quality standards in all areas |

Rated Sites—participating sites that opted to be rated



- Bridgeport Elementary Preschool
- Coleville IMACA State Preschool
- Edna Beaman Elementary Preschool
- Kindred Spirits
- Lee Vining IMACA Head Start/ State Preschool
- Mammoth IMACA Head Start/ State Preschool
- Mammoth Lakes Lutheran Preschool
- Mountain Warfare training Center Child Development Center
- Alpine Early Learning Center (Alpine County)



- Cherubs Academy—Etelvina Rios
- Kids Corner
- Vasquez Family Day Care—Guillermina Vasquez

Appendix VI, Childcare Availability

Figures 1-3: Source-California Child Care Resource and Referral Network Child Care Portfolios
2009-2016 (https://www.rrnetwork.org/california_child_care_portfolio)

Figure 1:

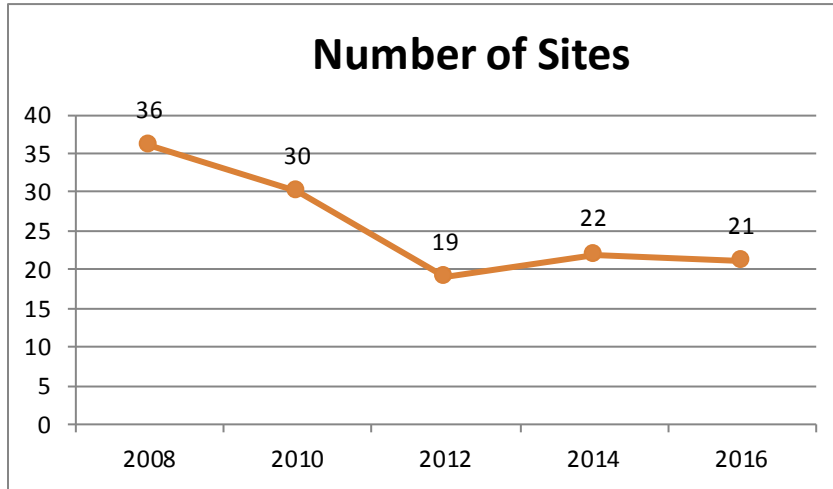


Figure 2:

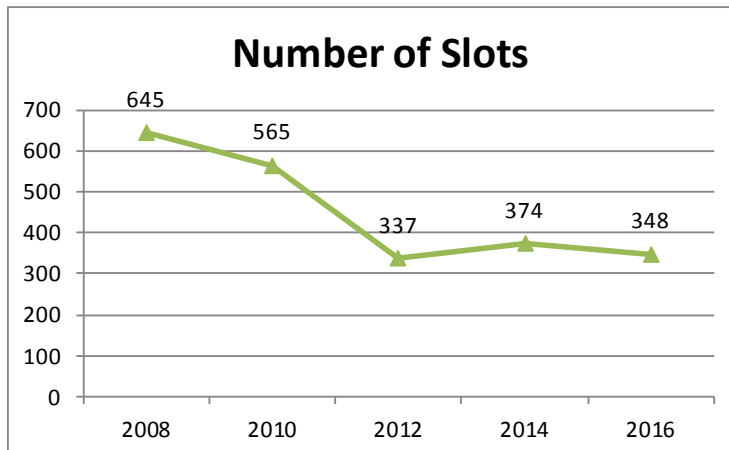
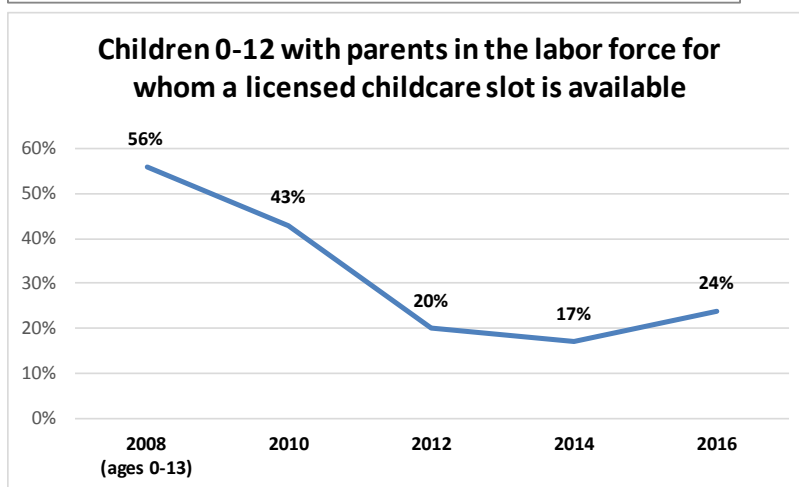


Figure 3:



Appendix VII, Child Health

Table 1: Oral Health Services Provided

| | <i>Oral Health Education</i> | <i>Fluoride Varnish</i> |
|-------------------------|------------------------------|-------------------------|
| FT 2018-19 Total | 114 | 114 |
| FY 2017-18 Total | 102 | 155 |

Table 2: Safe Kids Activities

County-Wide Birth to 5 Health & Safety Fairs

| Activities for Families and Children Birth to 5 | Estimated Children Served | Estimated % of children Birth-5 served |
|------------------------------------------------------|---------------------------|----------------------------------------|
| Eastern Sierra Unified School District fairs | 306 | 44% |
| Mammoth Lakes Fair | 250 | 36% |
| Child Passenger Car Seat Check or Replacement | 41 | 6% |
| Accident Prevention Supplies | 206 | 30% |
| Bike Helmets | 215 | 31% |

Mammoth Lakes Birth to 5 Health & Safety Fair

| Activities & Resources Offered | People Reached 2017 | People Reached 2018 | People Reached 2019 |
|--------------------------------------------------|---------------------|---------------------|---------------------|
| Car Seat Safety Checks or Replacements | 17 | 16 | 28 |
| Department of Social Services Information | 31 | 50 | 60 |
| Gun Safety Locks/Information | 55 | 50 | 25 |
| Bike Helmets staffed by State Farm | 66 | 80 | 103 |
| Health Department Information | 32 | 50 | 60 |
| Home Safety Kits/ Poison Prevention | 41 | 80 | 75 |
| Fruit & Hot Dogs sponsored by Rotary | 224 | 238 | 250 |
| Fair Attendance | 300 | 263 | 350 |

Other 2019 Activities: First Books for ages 0-5, Kids' Bike Rodeo, Probation & Behavioral Health Info, Library & Raising A Reader programs, Town of Mammoth summer programs, Peapod Playgroup toys, face painting, ambulance tour, Mammoth Mountain Wooley visit, Lion's Vision checks, Kern Regional Center information, Mammoth Hospital pediatrics, music from Luke Kinney.

Appendix VIII, Results and Indicators

| Result I: <i>Mono County children 0-5 are educated to their greatest potential.</i> | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------|---------|----------|
| Indicator | Investment area | 2016-17 | 2017-18 | 2018-19 |
| 1. Peapod survey data yields 100% satisfaction or an average of 4-5 on a scale of 1-5 that the playgroup met participant expectations | Family Behavioral Health | | | Yes |
| 2. Number and percent of children prenatal to age 1 whose parents accessed Home Visiting | Home Visiting | New indicators | | 89, 66% |
| 3. Number and percent of children prenatal to age 5 whose parents accessed Home Visiting. | | 148, 22% | | |
| 4. Number and percent of children 6 months to 5 years old screened for developmental delays. | Home Visiting & Childcare Quality | 28% | 29% | 252, 35% |
| 5. Number and percent of children served in home childcare settings and childcare centers that exhibit moderate to high quality as measured by a quality index. | | 8% | 13% | 192, 28% |
| 6. Number and percent of licensed child care providers in Mono County advancing on the Child Development Permit Matrix. | Childcare Quality | unavailable | 4% | 0 |
| 7. Number and percent of licensed center and family child care spaces per 100 children. | | 30% | 37% | 47, 47% |

Sources:

1. Peapod Program Parent Surveys
2. Home Visiting Participation 150/ 691 US Census population estimate children birth to 5 in Mono County
3. Home Visiting Participation/ 691 US Census population estimate children 0-5 in Mono County
4. Children in commission-run programs a with developmental screening—Home Visiting (72) & children in child care programs participating in quality programs who received a developmental screening (180) 252/ 691 US Census population estimate children 0-5 in Mono County (50% reporting rate as 50% of the birth-5 population is enrolled in home visiting or with a provider who participates in the childcare quality system from which the data is derived, includes duplication). Screened is defined by using an evidence and research-based formal screening tool like the Ages and Stages Questionnaire.
5. Children served at the sites with a rating of 3 or higher 192/ 691 US Census population estimate children 0-5 in Mono County (100% reporting rate)
6. Childcare Quality System data (88% reporting rate, the percent of sites participating in the Childcare Quality System)
7. Number of licensed child care spaces available to Mono County children birth-5 on the IMACA Resource and Referral list, 326 /691 US Census population estimate children 0-5 in Mono County (100% reporting rate)

Result I continued: *Mono County children 0-5 are educated to their greatest potential.*

| Indicator | Investment area | 2016-17 | 2017-18 | 2018-19 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------|---------|------------|
| 8. Number and percent of children who have ever attended a preschool, Pre-K, or Head Start program by the time of Kindergarten entry. | | 24% | 66% | 71, 76% |
| 9. Number and percent of children “ready for school” upon entering Kindergarten. | | 50% | 49% | 60, 51% |
| 10. Number and percent of children whose parents attended Kindergarten and TK Round Up. | | 67% | 54% | 87, 73% |
| 11. Number and percent of children birth to 5 accessing funded literacy activities. | School Readiness | New Indicator | | 325, 47% |
| 12. Number and percentage of age-eligible children for whom a preschool slot is available. | | | | 286, 100%* |
| 13. Number and percent of entering Kindergartners assessed for school readiness at entry. | | | | 99% |
| 14. Number and percent of children in households where parents and other family members are receiving child-development and parenting education. | Home Visiting & Family Behavioral Health | 46% | 44% | 273, 40% |

*although there are slots available for 100% of preschoolers, some remain unfilled due to: 1) the location of the available slots, or 2) eligibility based on income or parental employment by the federal government.

Sources:

8. Incoming Kindergarten Parent Surveys indicating enrollment in preschool or pre-K--71/94 surveys=76%. The reporting rate is 78%: surveys 94/120 kindergarten students. 2016-17 data was from the Summer Bridge Parent Survey with a much lower reporting rate.
9. In-kindergarten Brigance screens of students assessed as within the typical range and above the gifted cutoff 60/118 number of assessments=51%.118 assessed 118 /120 kindergarten students=98% reporting rate. Previous year’s reporting rates: 2016, 99%; 2017 100%.
10. Children participating in Kindergarten and TK Round Up or Summer Bridge, whichever is highest (Round Up for FY 2018-19) 87/120 number of children on the first day of kindergarten, school district data (100% reporting rate)
11. Number of children enrolled in Raising a Reader and or Home Visiting, includes duplicates 325/ 691 US Census population estimate children 0-5 in Mono County.
12. The number of available slots in the County based on resource and referral numbers 286 / 280-- Five-year Kinder and TK average (2014-2018) multiplied by 2 to get a projected number of 3 & 4 year olds.
13. Number of Brigance screens completed by the school district 118/ 120 kindergarten students
14. Children in commission-run programs with child-development education components (Home Visiting 150 and Peapod-unduplicated 123) 273/ 691 US Census population estimate children 0-5 in Mono County. Only includes First 5 operated programs that gather identifying information so as to be able to omit duplicates—40% reporting rate, same calculation as above.

| Result II: All Mono County children 0-5 are healthy. | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------|----------------|----------------|
| Indicator | Investment Area | 2016-17 | 2017-18 | 2018-19 |
| 15. Number and percent of children where breastfeeding is successfully initiated and sustained. | | 91% | Not available | 88, 86% |
| 16. Number and percent of children 0 to 5 years of age who are in the expected range of weight for their height and age, or BMI. | Home Visiting | 77% | Not available | 280, 81% |
| 17. Number and percent of children ages 1 or older who receive annual dental screenings. | | 60% | 59%* | 355, 51% |
| 18. Number and percent of children at Kindergarten entry with untreated dental problems. | Oral Health | 18% | 30% | 26, 33% |

*numbers updated to reflect 1-5.99 age range seen at Sierra Park Dental Clinic, previous numbers included the 0-5.99 age range.

Sources:

15. Sierra Park Pediatrics number of Mono County children still breastfed at visits to pediatrics up to 1 month of age. Children seen up to 1 month 88/ 137 births in 2019 Department of Finance projection January 2020. 2016-17 data was from Welcome Baby! and 2017-18 data not able to be collected due to a change in record keeping at the hospital
16. Sierra Park Pediatrics number of Mono County 2-5 year olds seen in 2018-19 within the expected range of weight and height. 2017-18 data not able to be collected due to a change in record keeping at the hospital. 2015-16 data from children enrolled in CHDP from the Mono County Public Health Department. 2018-19. 50% reporting rate, 346 patients/691 US Census population estimate children 0-5 in Mono County.
17. Children 1 year- to age 5.99 seen at Sierra Park Dental annually for a screening. Number of children 1 year to 5.99 years old seen annually for a screening in the Mammoth Hospital Dental Clinic 355/691 US Census population estimate children 0-5 in Mono County. 51% reporting rate, same as previous calculation. Note: the number of patients in the age range declined by 61 clients (from 452 to 391) between FY 2017-18 and FY 2018-19.
18. Oral Health Assessments turned into the school indicating untreated dental problems 26/79 completed oral health assessments. 66% reporting rate from the SCOHR school reporting system oral health assessments 79 /120

Appendix IX, Fiscal Overview

| Revenue | | Amount | | |
|--------------------------------------------|-----------|-------------------|--------------------------|------------------------------------------------|
| Prop. 10 Tax Revenue | | \$73,624 | | |
| Small County Augmentation | | \$268,120 | | |
| Prop 56 apportionment | | \$8,033 | | |
| CalWORKS HVI | | \$9,996 | | |
| SMIF (Surplus Money Investment Fund) | | \$223 | | |
| CBCAP/CAPIT (Parenting Partners) | | \$33,000 | | |
| IMPACT | | \$97,790 | | |
| Region 6 T&TA Hub | | \$103,060 | | |
| CDBG Administration | | \$5,547 | | |
| CDBG | | \$225,352 | | |
| CDE Certification & Coordination Grant | | \$2,625 | | |
| Infant Toddler Block Grant | | \$6,854 | | |
| Peapod Program (Prop. 63 Funds) | | \$40,000 | | |
| Miscellaneous | | \$17,077 | | |
| Interest on Mono County First 5 Trust Fund | | \$13,081 | | |
| Total Revenue | | \$904,382 | | |
| Expense | Amount | % of Expenditures | % of Discretionary Funds | 5-year Strategic Plan % of Discretionary Funds |
| Home Visiting | \$183,039 | 21% | 37% | 33% |
| School Readiness | \$82,066 | 9% | 22% | 22% |
| Peapod | \$42,937 | 5% | 1% | 0% |
| Childcare Quality | \$447,999 | 50% | 2% | 3% |
| Oral Health | \$4,640 | .5% | 1% | 1% |
| Safe Kids Coalition | \$7,007 | .5% | 2% | 2% |
| Operations/Support/Evaluation | \$122,528 | 14% | 32% | 39% |
| Total Expenses | \$890,216 | | | |
| Total Revenue | \$904,382 | | | |
| Net Revenue | \$14,166 | | 4% | |
| Fund Balance | | Amount | | |
| Fund Balance Beginning | | \$543,551 | | |
| Fund Balance End | | \$557,717 | | |
| Net Change in Fund Balance | | \$14,166 | | |

Mono County Report

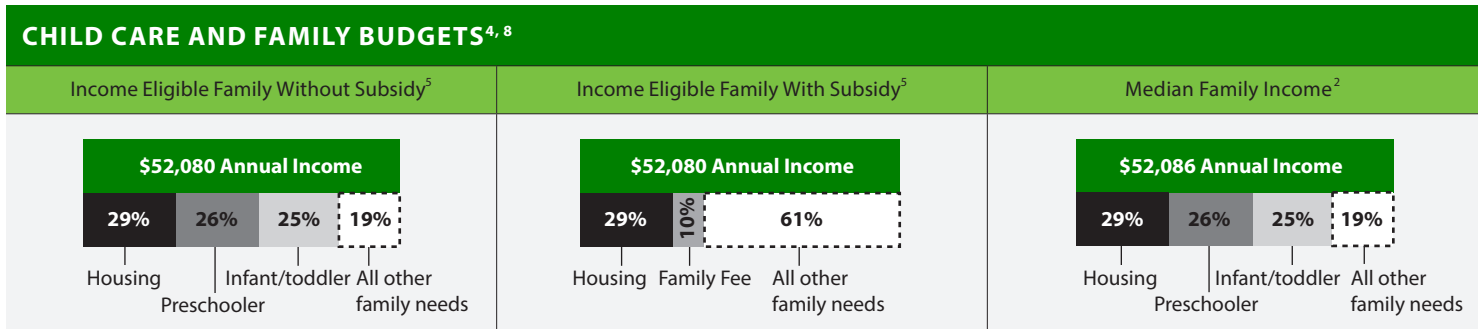
Family & Child Data

The 2017 California Child Care Portfolio, the 11th edition of a biennial report, presents a unique portrait of child care supply, demand, and cost statewide and county by county, as well as data regarding employment, poverty, and family budgets. The child care data in this report was gathered with the assistance of local child care resource and referral programs (R&Rs). R&Rs work daily to help parents find child care that best suits their family and economic needs. They also work to build and support the delivery of high quality child care services in diverse settings throughout the state. To access the full report summary and county pages, go to our website at www.rrnetwork.org.

| PEOPLE ¹ | COUNTY | | | STATE | | |
|---------------------------|--------|--------|--------|------------|------------|--------|
| | 2014 | 2016 | CHANGE | 2014 | 2016 | CHANGE |
| Total number of residents | 14,440 | 13,785 | -5% | 38,548,204 | 39,354,432 | 2% |
| Number of children 0-12 | 2,182 | 2,069 | -5% | 6,533,125 | 6,631,621 | 2% |
| Under 2 years | 319 | 287 | -10% | 1,002,081 | 982,688 | -2% |
| 2 years | 160 | 149 | -7% | 498,124 | 498,782 | 0.1% |
| 3 years | 165 | 126 | -24% | 503,950 | 503,064 | -0.2% |
| 4 years | 167 | 138 | -17% | 497,010 | 503,461 | 1% |
| 5 years | 185 | 144 | -22% | 496,168 | 518,282 | 4% |
| 6-10 years | 866 | 861 | -1% | 2,541,962 | 2,596,934 | 2% |
| 11-12 years | 320 | 364 | 14% | 993,178 | 1,028,410 | 4% |

| LABOR FORCE ² | COUNTY | | | STATE | | |
|--------------------------------------------------------------|--------|-------|--------|-----------|-----------|--------|
| | 2014 | 2016 | CHANGE | 2014 | 2016 | CHANGE |
| Children 0-12 in single-parent family, parent in labor force | 440 | 357 | -19% | 1,733,794 | 1,730,412 | -0.2% |
| Children 0-12 in two-parent family, parents in labor force | 956 | 1,096 | 15% | 2,427,771 | 2,496,144 | 3% |

| POVERTY ² | COUNTY | | | STATE | | | PEOPLE IN POVERTY IN 2016 ² | | | | |
|------------------------------------------|------------|------|--------|-----------|-----------|--------|-------------------------------------------------------------------------------------------------------------------------|--------|-------|-----------|------------|
| | 2014 | 2016 | CHANGE | 2014 | 2016 | CHANGE | | | | | |
| Number of people living in poverty | 1,197 | 684 | -43% | 6,259,098 | 5,525,524 | -12% | <table border="1"> <tr> <th>COUNTY</th> <th>STATE</th> </tr> <tr> <td>6%</td> <td>20%</td> </tr> </table> | COUNTY | STATE | 6% | 20% |
| COUNTY | STATE | | | | | | | | | | |
| 6% | 20% | | | | | | | | | | |
| Children 0-5 living in poverty | 93 | 95 | 2% | 690,825 | 608,247 | -12% | | | | | |
| Children in subsidized care ³ | 80 | 112 | 40% | 301,973 | 315,100 | 4% | | | | | |



Mono County

Child Care Supply Data

AGE/TYPE

| CHILD CARE SUPPLY ⁶ | LICENSED CHILD CARE CENTERS | | | LICENSED FAMILY CHILD CARE HOMES | | | CHILD CARE REQUESTS ⁷ | |
|--------------------------------|-----------------------------|------|--------|----------------------------------|------|--------|----------------------------------|-----|
| | 2014 | 2017 | CHANGE | 2014 | 2017 | CHANGE | | |
| Total number of slots | 236 | 234 | -1% | 138 | 114 | -17% | Under 2 years | 6% |
| Under 2 years | 52 | 36 | -31% | | | | 2-5 years | 82% |
| 2-5 years | 184 | 198 | 8% | | | | 6 years and older | 12% |
| 6 years and older | - | - | - | | | | | |
| Total number of sites | 7 | 9 | 29% | 15 | 12 | -20% | | |

24%*

Children 0-12 with parents in the labor force for whom a licensed child care slot is available

56%

Child care centers with one or more federal/state/local contracts

*This estimate is based on 348 licensed slots and does not include license-exempt programs.

SCHEDULE AND COST

| CHILD CARE SUPPLY | LICENSED CHILD CARE CENTERS | LICENSED FAMILY CHILD CARE HOMES | FULL-TIME REQUESTS FOR CHILD CARE |
|-----------------------------------------------------|--------------------------------------|----------------------------------------|------------------------------------------------|
| Full-time and part-time slots | 100% | 93% | 82% |
| Only full-time slots | 0% | 7% | |
| Only part-time slots | 0% | 0% | |
| Sites offering evening, weekend or overnight care | 22% | 67% | REQUESTS FOR CARE DURING NON-TRADITIONAL HOURS |
| Full-time infant care ⁸ | \$18,781 | \$13,141 | |
| Full-time preschool care ⁸ | \$13,636 | \$12,488 | |
| MAJOR REASONS FAMILIES SEEK CHILD CARE ⁹ | | | |
| 76% Employment | 12% Parent seeking employment | 6% Parent in school or training | Evening / weekend / overnight care 32% |

LANGUAGE

| CENTERS WITH AT LEAST ONE STAFF SPEAKING THE FOLLOWING LANGUAGES ⁹ | LANGUAGES SPOKEN AT HOME |
|-------------------------------------------------------------------------------|-----------------------------------|
| English 100%, Spanish 33% | English 76% |
| FAMILY CHILD CARE PROVIDERS SPEAKING THE FOLLOWING LANGUAGES ⁹ | Spanish 23% |
| Spanish 67%, English 50% | Asian/Pacific Island languages 1% |
| | Another language 1% |

1. CA Department of Finance Population Projections 2016
 2. American Community Survey 2016 1-year and 2015 5-year estimates
 3. CA Department of Education CDD 801-A October 2016, CA Department of Social Services CW115, October 2016
 4. U.S. Housing and Urban Development rent for 2-bedroom 50th percentile
 5. 70% of 2015 State Median Income for a family of three
 6. Resource and referral (R&R) databases
 7. R&R child care referrals April/May/June 2016
 8. 2016 Regional Market Rate Survey, Network estimate
 9. Percentages may exceed 100% when multiple options are chosen

For more information about child care in **MONO COUNTY:**

IMACA Community Connections for Children
800-317-4700
www.imaca.net



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: CAO

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Bob Lawton, CAO

SUBJECT COVID-19 (Coronavirus) Update

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health. Specific topics include, but are not limited to: (1) Public Health Update; (2) Update and discussion regarding campgrounds and lodging. (3) Recreation.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)
No Attachments Available

History

| Time | Who | Approval |
|------------------|------------------------------|----------|
| 6/5/2020 1:00 PM | County Administrative Office | Yes |
| 6/5/2020 9:13 AM | County Counsel | Yes |

6/4/2020 6:36 PM

Finance

Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: Behavioral Health

| | | | |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------------|
| TIME REQUIRED | 20 minutes (10 minute presentation, 10 minute discussion) | PERSONS APPEARING BEFORE THE BOARD | Amanda Greenberg |
| SUBJECT | Loan Agreement with Affordable Housing Alliance II, Inc. (dba Integrity Housing) for Development of Permanent Supportive/Affordable Housing Project | | |

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation Regarding and Approval of Predevelopment Loan Agreement with Affordable Housing Alliance II, Inc. (dba Integrity Housing) for Development of Permanent Supportive and Affordable Housing Project

RECOMMENDED ACTION:

(1) Receive staff presentation on project and loan agreement; (2) review, approve, and authorize the County Administrative Officer to execute, in conjunction with the Mono County Counsel's Office and the Mono County Risk Manager, a loan agreement substantially in the same form; and (3) provide any other direction to staff.

FISCAL IMPACT:

No general fund impact. The loan includes \$306,021 from the Mental Health Services Act (MHSA) program fund and \$24,000 No Place Like Home Technical Assistance program fund for a total of \$330,021. The expenditure of the MHSA funds on this project is outlined in the Mono County Behavioral Health MHSA FY 19-20 Annual Update in the Updated Reversion Expenditure Plan.

CONTACT NAME: Amanda Greenberg

PHONE/EMAIL: (760) 924-1754 / agreenberg@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|-------------------------------------------------------------------|
| Click to download |
| <input type="checkbox"/> Staff Report |
| <input type="checkbox"/> Predevelopment Loan Agmt |

History

| Time | Who | Approval |
|-------------------|------------------------------|-----------------|
| 6/4/2020 2:08 PM | County Administrative Office | Yes |
| 6/4/2020 12:38 PM | County Counsel | Yes |
| 6/4/2020 6:40 PM | Finance | Yes |



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors
FROM: Amanda Greenberg, Mono County Behavioral Health, Program Manager
DATE: June 9, 2020
RE: Loan Agreement with Affordable Housing Alliance II, Inc. (dba Integrity Housing)
for Development of Permanent Supportive/Affordable Housing Project

RECOMMENDED ACTION:

(1) Receive staff presentation on project and loan agreement; (2) review, approve, and authorize the County Administrative Officer to execute, in conjunction with the Mono County Counsel's Office and the Mono County Risk Manager, a loan agreement substantially in the same form; and (3) provide any other direction to staff.

DISCUSSION:

In August of 2018 the County issued a Request for Qualification (RFQ) seeking a developer to identify, develop and operate a combined affordable housing and permanent supportive housing project within the County. Upon the close of the RFQ submission period, Mono County Behavioral Health (MCBH) convened an RFQ selection committee and in October of 2018 the MCBH identified and selected Integrity Housing as its development partner for this project. Since then, MCBH and Integrity Housing have worked diligently to identify a site for this project in the Town of Mammoth Lakes. However, at this time, no site has been identified or selected.

Working with outside counsel from Goldfarb & Lipman LLP, a law firm with expertise in affordable housing, County staff developed the attached predevelopment loan agreement and related documents that commit, subject to the satisfaction of certain terms and conditions on the disbursement of funds by the County, approximately \$330,000 of Mental Health Services Act and No Place Like Home funds to Integrity Housing for technical assistance and predevelopment costs related to the development of a combined permanent supportive and affordable housing project, including activities related to the identification of a feasible site for the project in the Town of Mammoth Lakes. The predevelopment loan agreement is a two-year agreement that sets forth MCBH's desire that the project have 8-15 units set aside for individuals who have mental health conditions and includes terms and conditions requiring Integrity Housing to assign any predevelopment documents, land use entitlements, construction plans and specifications prepared by it (or any of its partners or contractors) related to the project to the County as collateral for the loan. When Integrity Housing identifies a feasible site for the project and

Mono County Board of Supervisors

RE: Loan Agreement with Affordable Housing Alliance II, Inc. (dba Integrity Housing) for
Development of Permanent Supportive/Affordable Housing Project

June 9, 2020

Page 2 of 2

satisfies other specified terms and conditions, the predevelopment loan agreement allows MCBH the option to amend and restate the original loan agreement into a subsequent agreement that would govern Integrity Housing's construction of the project, at which time MCHB may commit additional funds that have been identified and approved by both community stakeholders and the Board of Supervisors through the MHSA Three-Year Plan and Annual Update process for the project.

FISCAL IMPACT:

No general fund impact. The loan includes \$306,021 from the Mental Health Services Act (MHSA) program fund and \$24,000 No Place Like Home Technical Assistance program fund for a total of \$330,021. The expenditure of the MHSA funds on this project is outlined in the Mono County Behavioral Health MHSA FY 19-20 Annual Update in the Updated Reversion Expenditure Plan.

SUBMITTED BY:

Amanda Greenberg, Mono County Behavioral Health Program Manager, Contact: 760.924.1754 or agreenberg@mono.ca.gov.

**AFFORDABLE HOUSING
PREDEVELOPMENT LOAN AGREEMENT**

by and between

**COUNTY OF MONO,
CALIFORNIA**

and

**AFFORDABLE HOUSING ALLIANCE II, INC.
dba INTEGRITY HOUSING**

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**AFFORDABLE HOUSING
PREDEVELOPMENT LOAN AGREEMENT**

THIS AFFORDABLE HOUSING PREDEVELOPMENT LOAN AGREEMENT (the "Agreement") is entered into as of June _____, 2020 (the "Effective Date"), by and between County of Mono, a political subdivision of the State of California (the "Lender"), and Affordable Housing Alliance II, Inc., a Colorado nonprofit corporation, dba Integrity Housing (the "Borrower") (each a "Party," and collectively the "Parties"), with reference to the following facts, purposes and intentions.

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. In August of 2018, the Lender issued a Request for Qualifications seeking entity or organization to identify, develop and operate a permanent supportive housing and affordable housing development within the Town of Mammoth Lakes, California, with approximately eight (8) to fifteen (15) units reserved for individuals with mental health conditions (the "Proposed Development"). In October of 2018, the Lender selected the Borrower as the desired entity to investigate and, if feasible, develop and operate the Proposed Development. Thereafter, in July of 2019 and in February of 2020, the Lender and the Borrower entered into an Exclusive Negotiating Agreement and extension thereof, respectively, that set forth the Borrower's obligations to perform certain legal, title, economic, and physical investigations to identify and determine the feasibility of a site in the Town of Mammoth Lakes, California for the Proposed Development.

C. Pursuant to the terms of this Agreement, the Borrower wishes to borrow from the Lender and the Lender wishes to extend to the Borrower the Loan in an amount not to exceed Three Hundred Thirty Thousand Twenty-One and NO/100 Dollars (\$330,021.00) to assist the Borrower in the development of the Proposed Development. The Loan will be funded with two sources: (i) Twenty-Four Thousand and NO/100 Dollars (\$24,000.00) of NPLH funds and (ii) Three Hundred Six Thousand Twenty-One and NO/100 Dollars (\$306,021) of MHSA funds.

D. The NPLF funds are intended to assist the Borrower in paying predevelopment costs associated technical assistance activities performed by the Borrower. The MHSA funds are intended to be used to pay eligible MHSA predevelopment expenses incurred by the Borrower.

E. Notwithstanding the Borrower's good faith efforts to identify a site in the Town of Mammoth Lakes, California for the Proposed Development, the Parties have been unable to identify a feasible site for the Proposed Development and thus as of the Effective Date have not finalized the size, scope, and other specifics of the Proposed Development. The Borrower

intends to use the proceeds of the Loan to fund activities that will lead to the identification of a suitable site and to develop a site plan for the Proposed Development.

F. If the Borrower is successful in identifying a site and developing a plan for the Proposed Development consistent with and suitable for the needs of the Lender's Behavioral Health Department, the Lender will consider amending and restating this Agreement to increase the amount of the Loan and convert the Loan to a construction and permanent Loan through an Amended and Restated Loan Agreement.

NOW, THEREFORE, BE IT RESOLVED, in reliance on the foregoing recitals, and in consideration of the faithful performance by the Borrower of the terms, conditions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

- (a) "Agreement" means this Affordable Housing Predevelopment Loan Agreement.
- (b) "Amended and Restated Loan Agreement" means a new loan agreement that may be entered into by the Lender and the Borrower increasing the loan amount and converting the Loan to a construction and permanent loan.
- (c) "Assignment of Collateral Documents" means the Assignment of Collateral Documents, substantially in the form of Exhibit A, to be executed by the Borrower assigning the Documents (as defined herein) related to the Proposed Development to the County as security for the Loan.
- (d) "Behavioral Health Department" means the Mono County Behavioral Health Department.
- (e) "Borrower" means Affordable Housing Alliance II, Inc., a Colorado nonprofit corporation, dba Integrity Housing and any assignee of Integrity Housing approved by the County pursuant to the terms of this Agreement.
- (f) "Default" has the meaning set forth in Section 5.1.
- (g) "Documents" means all reports, surveys, materials, architectural drawings and specifications, and any information related to the Proposed Development obtained or prepared, in whole or in part, by the Borrower.
- (h) "Effective Date" means the date first set forth above.
- (i) "Indemnified Party" has the meaning set forth in Section 6.4.

(j) "Lender" means the County of Mono, a political subdivision of the State of California.

(k) "Loan" means the Lender's loan to the Borrower in the total principal amount of Three Hundred Thirty Thousand Twenty-One and NO/100 Dollars (\$330,021.00) pursuant to this Agreement, to fund certain of the Borrower.

(l) "MHSA" means the Mental Health Services Act and, in particular, the sections and provisions of California Welfare and Institutions Code § 5890 *et seq.*, as it now exists and may hereafter be amended, governing the allocation and expenditure of funds for capital facilities and technological needs. "MHSA" also means any applicable implementing regulation of the Mental Health Services Act as outlined in California Code of Regulations, title 9, division 1 (commencing with section 3100), as they may now exist and may hereafter be amended, including but not limited to any regulation governing the allocation and expenditure of funds for capital facilities and technological needs.

(m) "NPLH" means the No Place Like Home program governed by California Welfare and Institutions Code § 5849 *et seq.*

(n) "Predevelopment Budget" means the budget including uses of funds for the predevelopment activities, attached hereto as Exhibit B.

(o) "Predevelopment Costs" means the cost of performing the predevelopment activities as shown in the Predevelopment Budget.

(p) "Predevelopment Loan Documents" means this Agreement, the Assignment of Collateral Documents, and the Predevelopment Note.

(q) "Predevelopment Note" means the promissory note that will evidence the Borrower's obligation to repay the Loan in substantially in the form of Exhibit C, attached hereto.

(r) "Term" means the term of this Agreement, which shall commence on the Effective Date and shall terminate on the date that is the second (2nd) anniversary of the Effective Date.

(s) "Transfer" means a sale, encumbrance or other transfer of the Borrower's right, title, and interest in this Agreement.

Section 1.2 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

| | |
|-----------|---------------------------------------------------|
| Exhibit A | Form of Assignment of Collateral Documents |
| Exhibit B | Predevelopment Budget Form of Predevelopment Note |
| Exhibit C | Form of Predevelopment Note |

ARTICLE 2
PREDEVELOPMENT LOAN PROVISIONS

Section 2.1 Predevelopment Loan. Subject to satisfaction of the conditions set forth in Section 2.7, the Lender shall lend to the Borrower the principal sum not to exceed Three Hundred Thirty Thousand Twenty-One and NO/100 Dollars (\$330,021.00) for the purposes set forth in Section 2.3 of this Agreement. The Predevelopment Loan shall be evidenced by the Predevelopment Note, which shall be executed by the Borrower concurrently herewith.

Section 2.2 Interest.

(a) Subject to the provisions of Section 2.2(b) below, the outstanding principal balance of the Predevelopment Loan shall bear simple interest at the rate of one percent (1%) per annum commencing with the date of first disbursement.

(b) In the event of a Default, interest on the Predevelopment Loan shall begin to accrue, as of the date of Default and continue until such time as the Predevelopment Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law.

Section 2.3 Use of Funds.

(a) The Lender is utilizing MHSA funds NPLH funds governed by the statutes and regulations identified in the definitions of the terms "MHSA" and "NPLH." The Borrower agrees to comply with all requirements of the MHSA program and the NPLH program, as well as all other relevant provisions of law, as they now exist or may hereafter be amended, in its use of all funds loaned or otherwise dispersed to the Borrower by the Lender pursuant to this Agreement. The sources and uses of the MHSA funds and the NPLH funds shall be specified in the Predevelopment Budget, and Loan funds may only be used in accordance with the Predevelopment Budget.

(b) The Borrower shall submit any revisions to the Predevelopment Budget to the Lender for approval within ten (10) business days after the date that the Borrower receives information indicating that actual Predevelopment Costs in any line item in the Predevelopment Budget vary from the costs for such line item shown on the Predevelopment Budget. The Lender's County Administrator or his/her authorized designee may approve or disapprove any revisions to the Predevelopment Budget to adjust line items of allow the payment of additional Predevelopment Costs if the total Predevelopment Budget amount does not increase.

Section 2.4 Security. As security for the Loan, and as part of the consideration for entering into this Agreement, the Borrower hereby assigns to the Lender its rights and obligations with respect to certain agreements, plans and specifications, and approvals, pursuant to the terms of the Assignment of Collateral Documents, which shall be executed concurrently herewith. The assignments shall become effective upon an uncured event of Default of the

Borrower as defined in Section 5.1 below. The Lender shall not have any obligation under any contracts or agreements assigned pursuant to the Assignment of Collateral Documents until it expressly agrees in writing to be bound by such contracts or agreements. Upon an event of Default that has not been cured pursuant to this Agreement, the Lender may use any of the foregoing assigned Documents for any purpose for which the Borrower could have used them for development of the Proposed Development, and the Borrower shall cooperate with the Lender to implement the Assignment of Collateral Documents and immediately deposit with the Lender for the Lender's use all the Documents.

Section 2.5 Repayment of the Predevelopment Loan.

(a) All principal and interest, if any, on the Predevelopment Loan shall, at the option of the Lender, be due and payable upon the expiration of the Term or upon occurrence of a Default as defined in Section 5.1 that remains uncured after expiration of the applicable cure period.

(b) If the Parties enter into an Amended and Restated Loan Agreement, then the Loan shall be payable in accordance with the terms of the Amended and Restated Loan Agreement.

Section 2.6 Conditions to Funding. The Lender shall fund the Predevelopment Loan upon satisfaction of the following conditions:

(a) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under the Predevelopment Loan Documents.

(b) Execution by the Borrower and delivery to the Lender of the Predevelopment Note and the Assignment of Collateral Documents.

(c) Receipt of a written request from the Borrower setting forth the proposed use of funds and the amount of funds needed and attaching (i) a copy of the bill or invoice covering the costs incurred or (ii) an estimate of costs to be incurred.

(d) The Borrower has delivered to the Lender a copy of the Borrower's organizational documents and a corporate resolution authorizing the Borrower's execution of this Agreement, the Predevelopment Note, the Assignment of Collateral Documents, and the transactions contemplated by the Predevelopment Loan Documents.

(e) The Borrower has furnished the Lender with evidence of the insurance coverage meeting the requirements of Section 3.2 below.

Upon satisfaction of these conditions, the Lender shall from time to time disburse the Loan (or so much thereof as is required), for Predevelopment Costs, generally consistent with those shown in the Predevelopment Budget. Notwithstanding any other provisions of this Agreement, the Lender shall have no further obligation to disburse any portion of the Loan to the Borrower

following: (i) termination of this Agreement; or (ii) notification by the Lender to the Borrower of a Default under the terms of this Agreement.

ARTICLE 3 BORROWER OBLIGATIONS

Section 3.1 Predevelopment Tasks and Schedule. The Borrower shall perform the technical assistance and predevelopment tasks with the proceeds of the Loan. Within sixty (60) days following the Effective Date, the Lender and the Borrower shall prepare a mutually agreeable schedule of performance specifying the timeframes for the Borrower's performance of the various tasks listed in the Predevelopment Budget.

Section 3.2 Insurance. The Borrower shall, at the Borrower's sole cost and expense, maintain and keep in force throughout the Term, the insurance set forth in Exhibit D, applicable to the Proposed Development in a form acceptable to the Lender with evidence of such coverage provided to the Lender within ten (10) days of execution of this Agreement, but in no event later than the initial disbursement of Loan funds pursuant to this Agreement. The Borrower shall provide the Lender with immediate written notice in the event of cancellation or reduction of coverage of the Borrower's insurance policies maintained in connection with this Agreement.

Section 3.3 Transfers. The Borrower shall not cause or permit a Transfer without the prior written approval of the Lender, which, the Lender may grant or deny in its sole discretion.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 4.1 Representations and Warranties. The Borrower hereby represents and warrants to the Lender as follows:

(a) Organization. The Borrower is duly organized, validly existing Colorado nonprofit corporation and is in good standing under the laws of the State of Colorado and the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Borrower. The Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder; to execute and deliver the Predevelopment Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement; and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Predevelopment Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered by the Borrower, pursuant to this Agreement have

been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Borrower, and all actions required under the Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Predevelopment Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

(d) Valid Binding Agreements. This Agreement and the Predevelopment Loan Documents and all other documents or instruments which have been executed and delivered by the Borrower pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Borrower enforceable by and against it in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and general principles of equity.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Predevelopment Loan Documents by the Borrower or of any other documents or instruments executed and delivered, or to be executed or delivered by the borrower, pursuant to this Agreement, nor the performance by the Borrower of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Borrower, or any provision of the organizational documents of the Borrower, or will conflict with or constitute a breach of or a default under any agreement to which the Borrower is a party, or will result in the creation or imposition of any lien upon any assets or property of the Borrower, other than liens established pursuant hereto.

ARTICLE 5 DEFAULT AND REMEDIES

Section 5.1 Events of Default. Each of the following shall constitute a "Default" by the Borrower under this Agreement:

(a) Failure to Make Payment. Failure by the Borrower to repay the principal and any interest on the Predevelopment Loan within fifteen (15) calendar days of receipt of written notice from the Lender that such payment is due pursuant to the Predevelopment Loan Documents.

(b) Breach of Covenants. Failure by the Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Predevelopment Loan Documents, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the Lender to the Borrower or, if the breach cannot be cured within thirty (30) days, the Borrower shall not be in breach so long as the Borrower is diligently undertaking to cure such breach and such breach is cured within ninety (90) days; provided,

however, that if a different period or notice requirement is specified under any other section of this Article 5, the specific provisions shall control.

(c) Assignments. Failure by the Borrower to take all actions necessary to implement the Assignment of Collateral Documents and deposit the Documents with the Lender.

(d) Unauthorized Transfer. Transfer by the Borrower other than as permitted by Section 3.3.

(e) Representation or Warranty Incorrect. Any representation or warranty of the Borrower contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the Lender in connection with any of the Predevelopment Loan Documents, proves to have been incorrect in any material and adverse respect when made.

Section 5.2 Remedies. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the Lender or automatically where so specified, relieve the Lender of any obligation to make or continue the Predevelopment Loan and shall give the Lender the right to proceed with any and all remedies set forth in this Agreement and the Predevelopment Loan Documents, including but not limited to the following:

(a) Acceleration of Note. The Lender shall have the right to cause all indebtedness of the Borrower to the Lender under this Agreement and the Predevelopment Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The Lender may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the Lender as a creditor and secured party under the law including the Uniform Commercial Code. The Borrower shall be liable to pay the Lender on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorneys' fees and expenses) paid or incurred by the Lender in connection with the collection of the Predevelopment Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Assignment Agreement. The Lender shall have the right to exercise all rights under the Assignment of Collateral Documents.

(c) Specific Performance. The Lender shall have the right to mandamus or other suit, action or proceeding at law or in equity to require the Borrower to perform its obligations and covenants under the Assignment of Collateral Documents or to enjoin acts or things which may be unlawful or in violation of the provisions of the Assignment of Collateral Documents.

(d) Right to Cure at the Borrower's Expense. The Lender shall have the right (but not the obligation) to cure any monetary default by the Borrower under a loan other than the Predevelopment Loan. The Borrower agrees to reimburse the Lender for any funds advanced by the Lender to cure a monetary default by the Borrower upon demand therefore, together with

interest thereon at the lesser of the maximum rate permitted by law or ten percent (10%) per annum from the date of expenditure until the date of reimbursement.

Section 5.3 Right of Contest. The Borrower shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner not prejudicial to the Lender or the rights of the Lender hereunder.

Section 5.4 Remedies Cumulative. No right, power, or remedy given to the Lender by the terms of this Agreement or the Predevelopment Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Lender by the terms of any such instrument, or by any statute or otherwise against the Borrower and any other person. Neither the failure nor any delay on the part of the Lender to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 6 GENERAL PROVISIONS

Section 6.1 No Further Rights or Obligations. This Agreement does not obligate either the Lender or the Borrower to enter the Amended and Restated Loan Agreement or any other agreement in furtherance of the proposed affordable development.

Section 6.2 Relationship of Parties. Nothing contained in this Agreement shall be interpreted or understood by either Party, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the Lender and the Borrower. All acts of the Borrower, 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 the Lender. As an independent contract, the Borrower shall be solely responsible for its own acts and those of its agents and employees; shall determine the method, details, and means of performing the work and services required by this Agreement; and except as expressly provided in this Agreement, shall not be subjected to the Lender's control with respect to the physical action or activities of the Borrower, its agents, officers, and employees in fulfillment of this Agreement.

Section 6.3 Indemnification. The Borrower shall indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Lender) the Lender, and its Board of Supervisors members, officers, directors, representatives, consultants, employees, attorneys and agents (each an "Indemnified Party") against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) ("Loss"), which arise out of or in connection with this Agreement or the Borrower's, or its agents' or representatives' ("Borrower Parties") activities during the Term of this Agreement, except to the extent such claim arises solely from the gross negligence or willful

misconduct of the Lender, its agents, and its employees. The Borrower's obligation to defend, indemnify, and hold the Lender, its agents, officers, and employees harmless under this Section 6.3 is not limited to, or restricted by, any requirement in this Agreement for the Borrower to procure and maintain a policy of insurance. The provisions of this Section 6.3 shall survive the expiration of the Term of this Agreement.

Section 6.4 No Claims. Nothing contained in this Agreement shall create or justify any claim against the Lender by any person that the Borrower may have employed or with whom the Borrower may have contracted relative to the furnishing or the performance of any work or services with respect to the Property or the proposed Development.

Section 6.5 Amendments. This Agreement shall not be modified or amended in any respect, except by written instrument specifically referencing such a modification or amendment which is executed by or on behalf of the Parties in the same manner as this Agreement is executed.

Section 6.6 Non-Liability of Lender Officials, Employees and Agents. No member, official, employee or agent of the Lender shall be personally liable to the Borrower in the event of any default or breach by the Lender or for any amount which may become due to the Borrower or its successor or on any obligation under the terms of this Agreement.

Section 6.7 No Third-Party Beneficiaries. Nothing in this Agreement (either express or implied) is intended to, or shall be construed to, confer upon or give any person or entity, other than the Parties, any rights or remedies under or by reason of this Agreement.

Section 6.8 Notices, Demands and Communications. Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless: (a) dispatched by registered or certified mail, postage prepaid, return receipt requested; (b) delivered by express delivery service, return receipt requested; (c) delivered personally; or (d) sent by electronic mail using an established provider of registered e-mail services with headquarters in the United States that furnishes unmodifiable proof (i) that the message was sent, (ii) that the message was delivered to the recipient's e-mail server, and (iii) of the time and date the message was delivered to the recipient. All such notices shall be delivered to the principal office of the Parties as follows:

If to Lender: Mono County Behavioral Health Department
Attn: Robin Roberts, Director
Re: MCBH Permanent Supportive Housing Project
P.O. Box 2619
Mammoth Lakes, CA 93546
PHONE: (760) 924-1740
EMAIL: rroberts@mono.ca.gov

With a
copy to: Mono County Finance Department
Attn: Janet Dutcher, Director

Re: MCBH Permanent Supportive Housing Project
P.O. Box 556
Bridgeport, CA 93517
PHONE: (760) 932-5490
EMAIL: jdutcher@mono.ca.gov

The copy sent to the Mono County Finance Department is an administrative step which alone does not constitute legal notice.

If to Borrower: Affordable Housing Alliance II, Inc.
dba Integrity Housing
Attn: [PLACEHOLDER]
4 Venture, Suite 295
Irvine, CA 92618
PHONE: (949) 727-3656
EMAIL: [PLACEHOLDER]

With a
copy to: [PLACEHOLDER]

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable) except that any electronic mail received after 5:00 p.m. shall be deemed to have been received on the next Business Day.

Section 6.9 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with California law. The Parties agree that venue for any dispute or litigation involving this Agreement shall be proper in the Mono County Superior Court of California.

Section 6.10 Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns.

Section 6.11 Attorneys' Fees. If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 6.12 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in

full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 6.13 Gender and Number. Words of any gender used in this Agreement shall be held to include any other gender, and any words in the singular number shall be held to include the plural (and vice versa), when the sense requires.

Section 6.14 Titles. The titles and article or paragraph headings are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the provisions to which they refer.

Section 6.15 Waivers. Any waiver by the Lender of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Lender to take action on any breach or Default of the Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the Borrower to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the Lender to any act or omission by the Borrower shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the Lender's written consent to future waivers.

Section 6.16 Entire Understanding of the Parties. The terms and provisions of this Agreement and Predevelopment Loan Documents supersede any inconsistent terms and conditions of any term sheet, commitment letter, or similar document issued by the Lender to the Borrower. This Agreement and the attached exhibits constitute the entire agreement of the Parties with respect to the matters set forth in this Agreement. This Agreement supersedes any prior agreement and understandings between the Parties as to such matters, oral or written, all of which are hereby cancelled. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to California Civil Code Section 1654 as may be amended from time to time, or any other state law, or common law principle) shall not apply to the interpretation of this Agreement.

Section 6.17 Survival. All of the representations and warranties in this Agreement shall survive until the expiration of the Term of this Agreement and payment of the Predevelopment Note, except to the extent that a representation or warranty expressly provides otherwise.

Section 6.18 Records. The outstanding principal balance of the Predevelopment Loan and the unpaid interest accrued thereon shall at all times be ascertained from the records of the Lender, which shall be conclusive evidence thereof, absent manifest error.

Section 6.19 Further Assurances. At any time upon, and from time to time upon request by the Lender, the Borrower shall do any acts and execute and deliver any document as may be reasonably requested by the Lender to accomplish the purposes of this Agreement or normally required for similar loans by prudent lenders in accordance with reasonable commercial standards.

Section 6.20 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts (including electronic and facsimile transmission).

[SIGNATURES ON FOLLOWING PAGE]

WHEREFORE, this Agreement has been entered into by the undersigned as of Effective Date.

COUNTY OF MONO:

By: _____

Its: _____

AFFORDABLE HOUSING ALLIANCE II, INC.
(dba INTERGRITY HOUSING):

By: _____

Its: _____

EXHIBIT A

ASSIGNMENT OF COLLATERAL DOCUMENTS

FORM OF
ASSIGNMENT OF COLLATERAL DOCUMENTS

This Assignment of Collateral Documents (this "Assignment") is entered into as of this _____, 2020, by and between Affordable Housing Alliance II, Inc., a Colorado nonprofit corporation, dba Integrity Housing (the "Assignor") and the County of Mono, a political subdivision of the State of California (the "Assignee"), with reference to the following facts:

RECITALS

A. Pursuant to the terms of that certain Affordable Housing Predevelopment Loan Agreement dated of even date herewith, by and between the Assignor and the Assignee (the "Loan Agreement"), the Assignee is making a loan to the Assignor in the amount of Three Hundred Thirty Thousand Twenty-One and NO/100 Dollars (\$330,021.00) (the "Loan") to fund technical assistance and predevelopment costs associated with the identification, development, and operation of a permanent supportive housing and affordable housing development within the Town of Mammoth Lakes, California, with approximately eight (8) to fifteen (15) units reserved for individuals with mental health conditions (the "Proposed Development"). Capitalized terms used but not defined in this Assignment have the meanings set forth in the Loan Agreement.

B. Pursuant to Section 2.4 of the Loan Agreement, for the purpose of providing security for the Loan, the Assignor has agreed to assign to the Assignee, the Assignor's right, title, and interest in, to and under those agreements, contracts, and other work product described below and pertaining to the Proposed Development, and listed in Schedule I attached hereto, as the same may be amended from time to time.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

TERMS

1. Purpose. This Assignment is made to secure prompt, full, and complete repayment of the Loan and the performance of any and all related obligations, as defined in Section 2.4 of the Loan Agreement.

2. Assignment by Assignor. Pursuant to Section 2.4 of the Loan Agreement, the Assignor hereby assigns and delegates to the Assignee, and the Assignee hereby accepts from the Assignor, as security for the Loan and the performance of any and all related obligations, including without limitation, the right to use the Collateral Documents (defined below) for any purpose and in any manner, a valid, first priority, continuing security interest in all of the Assignor's right, title, and interest in, to and under the following:

(a) all architectural designs, construction, engineering, surveying, and consulting contracts, and any and all amendments, modifications, supplements, addenda and general conditions thereto (collectively, the "Project Agreements") heretofore or hereafter entered into by the Assignor and any Contractor (as defined below) pertaining in any way to the Proposed Development;

(b) all plans and specifications, surveys, shop drawings, working drawings, reports, studies, amendments, modifications, changes, supplements, general conditions, addenda, and work product thereto (collectively, the "Reports, Plans and Specifications") heretofore or hereafter prepared by Assignor or any Contractor pertaining in any way to the Proposed Development;

(c) all land use approvals, conditional use permits, building permits, and other governmental entitlements, approvals, or reports of any nature obtained for or in any way related to the Proposed Development (collectively, the "Government Approvals"); and

(d) all financing or other applications and all other documents, except those of a proprietary or confidential nature, pertaining in any way to the Proposed Development ("General Documents").

Such Project Agreements; Reports, Plans and Specifications; Government Approvals; and General Documents, are hereinafter collectively referred to as the "Collateral Documents". For purposes of this Assignment, the term "Contractor" means any architect, contractor, engineer, consultant, development partner, or other person or entity entering into any Project Agreement with the Assignor (other than attorney agreements for the provision of legal services) and/or preparing any Collateral Document for or in conjunction with the Assignor, or any other Collateral Document prepared for or in conjunction with the Assignor with respect or relating to the Proposed Development. It is intended that all Collateral Documents, whenever produced, be assigned through this Assignment to the Assignee as security for the Loan, whether or not such Collateral Documents are listed on Schedule I.

3. Consent of Contractors. The Assignor agrees to obtain and deliver to the Assignee, such consents to this assignment of Collateral Documents as may be required by the terms of the Collateral Documents, or as otherwise requested by the Assignee, using the form of consent attached hereto as Schedule II, (the "Consent").

4. No Assumption of Obligations. This Assignment and any Consents to this Assignment, do not relieve the Assignor of its obligations under the Collateral Documents. The Assignee does not assume any of the Assignor's obligations or duties under any Collateral Documents, including, but not limited to, the obligation to pay for the preparation of any Collateral Documents, until and unless the Assignee exercises its rights under this Assignment. Nothing contained in this Assignment shall constitute the Assignee as a joint venturer, partner, or agent of the Assignor.

5. Attorney-In-Fact. The Assignor hereby irrevocably appoints the Assignee as its attorney-in-fact, which power is coupled with an interest, so that the Assignee shall have the right, at its option, to demand, receive, and enforce any, some, or all of the Assignor's rights with

respect to the Collateral Documents, and to perform any and all acts in the name of the Assignor or in the name of the Assignee with the same force and effect as if performed by the Assignor in the absence of this Assignment, upon the occurrence of a Default by the Assignor (after notice and opportunity to cure) or an event which, with notice or the passage of time or both, would constitute a Default under the Loan Agreement. Until such occurrences, the Assignor will be entitled to exercise all rights pertaining to the Collateral Documents.

6. Assignor Representations. The Assignor represents and warrants to the Assignee that, (i) no previous assignment(s) of its right or interest in or to the Collateral Documents has or have been made, and the Assignor agrees not to assign, sell, pledge, transfer, mortgage, or hypothecate its right or interest therein so long as the Assignee holds or retains any security interest under the Loan Agreement, and (ii) the copy of each Collateral Document provided by the Assignor to the Assignee is the complete and entire agreement between the parties thereto in all material respects and the copy of each Collateral Document hereafter to be provided by the Assignor to the Assignee will be the complete and entire agreement between the parties in all material respects.

7. Governing Law. This Assignment is to be governed by the laws of the State of California, except to the extent that federal law preempts the laws of the State of California. Venue shall be proper in the Mono County Superior Court of California.

8. Binding Upon Successors and Assigns. This Assignment is binding upon and will inure to the benefit of the heirs, legal representatives, successors-in-interest, and assigns of the Parties; provided, however, this Section 8 may not be construed and is not intended to waive the restrictions on assignment, sale, transfer, mortgage, pledge, hypothecation, or encumbrance by the Assignor contained in the Loan Agreement.

9. Expenses. The Assignor shall pay to the Assignee, upon demand, the amount of any and all expenses which the Assignee may incur in connection with the failure by the Assignor to perform or observe any of the provisions of this Assignment, including reasonable attorneys' fees.

10. Headings. Section headings contained in this Assignment are inserted as a matter of convenience and for ease of reference only and will be disregarded for all other purposes, including the construction or enforcement of this Assignment or any of its provisions.

11. Termination. This Assignment will terminate, and the lien of the Assignee under this Assignment will be released, upon the earlier of the Assignor's repayment in full of the Loan or after termination of the Loan Agreement.

12. Severability. If any term of this Assignment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

13. Entire Understanding. This Assignment along with the Loan Agreement constitutes the entire understanding and agreement of the Parties with respect to the assignment

of the Collateral Documents. This Assignment and the Loan Agreement supersede all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. This Assignment may not be amended, modified or changed, nor shall any waiver of any provision be effective, except by a written instrument signed by the Party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument.

14. Further Assurances. The Assignor shall at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action that may be reasonably necessary or desirable, or that the Assignee may reasonably request, in order to protect any right or interest granted by this Assignment or to enable the Assignee to exercise and enforce its rights and remedies under this Assignment.

15. Neutral Interpretation. This Assignment represents the contributions of both Parties, each of whom has had the opportunity to be represented by competent counsel. Accordingly, the rule stated in California Civil Code Section 1654 that a contract be construed against its drafter shall have no application to the interpretation of this Assignment.

16. No Third-Party Beneficiaries. This Assignment is not intended to give any interest or right to any third party, and there are no third-party beneficiaries to this Assignment.

17. Counterparts. This Assignment may be executed by the Parties in counterparts (including electronic and facsimile transmission), each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

WHEREAS, this Assignment has been entered into and made effective by the undersigned as of the dates first above written.

ASSIGNEE:

COUNTY OF MONO,
a political subdivision of the State of California

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

Mono County Counsel's Office

ASSIGNOR:

AFFORDABLE HOUSING ALLIANCE II, INC,
dba INTEGRITY HOUSING, a Colorado nonprofit
corporation

By: _____
Its: _____

SCHEDULE I

LIST OF AGREEMENTS

[To be updated with each Project Agreement executed by Assignor]

AGREEMENT

CONTRACTOR

DATE

SCHEDULE II

FORM OF CONSENT

[To be executed by each Contractor entering into Project Agreement]

_____, a _____ (the “Undersigned Contractor”) hereby consents to the foregoing Assignment, of which this Consent is a part, and acknowledges that there presently exists no unpaid claims presently due to the Undersigned Contractor, except as disclosed to the Assignee, arising out of the preparation and delivery to the Assignor of the Collateral Documents for which the Undersigned Contractor is responsible and/or the performance of the Undersigned Contractor’s obligations under any agreement involving the preparation or completion of the Collateral Documents (“Project Agreement”).

The Undersigned Contractor agrees that if, at any time, the Assignee, pursuant to its rights under the Loan Agreement, elects to undertake or cause the completion of any of the technical assistance and/or predevelopment activities related to the Proposed Development, and gives the Undersigned Contractor written notice of such election; then, so long as the Undersigned Contractor has received, receives, or continues to receive the compensation called for under the applicable Project Agreement, the Assignee may, at its option, use and rely on the Collateral Documents for the purposes for which it was prepared, and the Undersigned Contractor will continue to perform its obligations under the applicable Project Agreement for the benefit and account of the Assignee in the same manner as if performed for the benefit or account of the Assignor in the absence of this Assignment.

The Undersigned Contractor further agrees that, in the event of a breach by the Assignor of the applicable Project Agreement, or any agreement entered into with the Undersigned Contractor in connection with the Collateral Documents, so long as the Assignor's interest in the applicable Project Agreement and the Collateral Documents is assigned to the Assignee, the Undersigned Contractor will give written notice to the Assignee. The Assignee shall have thirty (30) calendar days from the receipt of such written notice of default to remedy or cure said default; provided, however, nothing herein shall require the Assignee to cure said default or to undertake completion of the technical assistance and/or the predevelopment activities related to the Proposed Development.

[CONTINUED ON NEXT PAGE]

The Undersigned Contractor warrants and represents that it/he/she has no knowledge of any prior assignment(s) of any interest in either the applicable Project Agreement or the Collateral Documents. Except as otherwise defined herein, the terms used herein shall have the meanings given them in the foregoing Assignment and/or the Loan Agreement, as applicable.

Execution date: _____, 2020

Title of Contract:

By: _____

Name: _____

Its: _____

Date of Contract:

EXHIBIT B

PREDEVELOPMENT BUDGET

EXHIBIT C

FORM OF PREDEVELOPMENT NOTE

PROMISSORY NOTE
(Affordable Housing Predevelopment Loan)

\$330,021

Mammoth Lakes, California
_____, 202__

FOR VALUED RECEIVED, AFFORDABLE HOUSING ALLIANCE II. INC. dba INTEGRITY HOUSING, a Colorado nonprofit corporation (the "Borrower"), promises to pay to COUNTY OF MONO, a political subdivision of the State of California (the "Lender"), or order, the principal sum of Three Hundred Thirty Thousand Twenty-One and NO/100 Dollars (\$330,021.00), or so much thereof as is advanced to Borrower pursuant to Article 2 of the Predevelopment Loan Agreement (as defined below), as provided below.

1. Loan Agreement. This promissory note (this "Note") is made pursuant to the terms of the Affordable Housing Predevelopment Loan Agreement dated as of even date herewith, by and between the Borrower and the Lender ("Predevelopment Loan Agreement"). All capitalized terms used but not defined in this Note shall have the meanings set forth in the Predevelopment Loan Agreement.

2. Repayment Terms; Interest. The indebtedness evidenced by this Note shall be due and payable at the times and in the manner set forth in Section 2.5 of the Predevelopment Loan Agreement. The outstanding principal balance of this Note shall bear simple interest at the rate of one percent (1%), commencing with the date of first disbursement; provided however, if a Default occurs, interest on the principal balance shall accrue in accordance with Section 4 of this Note.

3. Security. As the security for this Note, Borrower has assigned to the Lender its rights and obligations with respect to certain documents, approvals, and agreements as provided in the Assignment of Collateral Documents.

4. Acceleration Pursuant to Default. As more fully set forth in the Predevelopment Loan Agreement, upon the occurrence of an event of Default in the Predevelopment Loan Agreement, the Lender shall have the right to declare all of the principal immediately due and payable, which amount shall bear interest at the lesser of ten percent (10%) per annum or the maximum amount permitted by law, from the expiration of the applicable cure period for the Default to the date of repayment in full of the disbursed principal amount of the Loan and any interest due thereon. All payments received shall be applied first to the accrued interest and second to the principal outstanding of the Loan. Neither acceptance by the Lender of the payments provided for herein nor any failure by the Lender to pursue its legal and equitable remedies upon Default shall constitute a waiver of the Lender's right to require prompt payments when due of all disbursed principal and interest owing or to declare a Default and exercise all of its rights under this Note and the Predevelopment Loan Agreement.

5. No Offset. The Borrower hereby waives any right of offset it now has or may hereafter have against the Lender, its successors, and assigns, and agrees to make the payment called for herein in accordance with the terms of this Note.

6. Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor, and notice of non-payment of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the Lender may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of the Lender with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

7. Manner and Place of Payment. All payments of principal and interest shall be payable in lawful money of the United States of America at the office of the Lender as set forth in the Predevelopment Loan Agreement or at such other address as the Lender may provide to the Borrower by notice in accordance with the Predevelopment Loan Agreement.

8. Assignment. The Lender's rights under this Note may be assigned by the Lender as permitted under the Predevelopment Loan Agreement.

9. Miscellaneous Provisions.

(a) All notices to the Lender or the Borrower are to be given in the manner and at the addresses set forth in the Predevelopment Loan Agreement or to such addresses as the Lender and the Borrower may therein designate.

(b) The Borrower promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Lender in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Predevelopment Loan Documents, of which this Note is a part, contain the entire agreement between the Parties as to the Predevelopment Loan Agreement. This Note may not be modified except upon the written consent of the Parties.

IN WITNESS WHEREOF, the Borrower is executing this Note as of the day and year first above written.

BORROWER:

AFFORDABLE HOUSING ALLIANCE II, INC.
dba INTEGRITY HOUSING, a Colorado nonprofit
corporation.

By: _____

Its: _____

EXHIBIT D

INSURANCE REQUIREMENTS



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: Community Development

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Wendy Sugimura

SUBJECT Confirmation of Public Hearing Date and Location for Tioga Inn Specific Plan Amendment #3 and Final Subsequent Environmental Impact Report (FSEIR)

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Determination of dates and location for the Tioga Inn Specific Plan Amendment #3 and Final Subsequent Environmental Impact Report public hearing before the Board of Supervisors.

RECOMMENDED ACTION:

1. Receive update on available venues. 2. Direct staff to schedule the Tioga Inn Specific Plan public hearing for June 29 and 30 at the preferred location. 3. Provide any other desired direction.

FISCAL IMPACT:

None.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760-924-1814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time

6/5/2020 1:00 PM

Who

County Administrative Office

Approval

Yes

6/5/2020 9:13 AM

County Counsel

Yes

6/5/2020 1:00 PM

Finance

Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

To: Board of Supervisors

From: Wendy Sugimura, Director

Date: April 14, 2020

Re: Confirmation of Public Hearing Date and Location for Tioga Inn Specific Plan Amendment #3 and Final Subsequent Environmental Impact Report (FSEIR)

Recommendation:

1. Receive update on available venues.
2. Direct staff to schedule the Tioga Inn Specific Plan public hearing for June 29 and 30 at the preferred location.
3. Provide any other desired direction.

Fiscal Impact: None

Background:

At the April 14 and May 19 meetings, the Board considered the timing and location of the public hearing for the Tioga Inn Specific Plan Amendment #3 and FSEIR in order to provide a physical meeting location for public engagement purposes amid coronavirus safety concerns. The Board is anticipating consideration of only this public hearing item at a special meeting over the two days, public testimony would be received both days, and remote meeting access through Zoom will also be provided. The Board directed staff to inquire about the availability of the Lee Vining High School gym or the US Forest Service auditorium (or another large venue) and target the dates of June 25-26 or 29-30.

The public hearing notice for either set of target dates must be submitted to the newspaper for publication by Wednesday, June 10, to meet the 10-day noticing requirement.

Discussion:

As directed, staff inquired with the Inyo National Forest (INF) and Eastern Sierra Unified School District (ESUSD) about use of the Visitor Center auditorium or the Lee Vining High School gym, respectively. The fact that this project qualifies as “essential business” under the State’s Stay-At-Home order was also communicated, along with appreciation for consideration of the request.

Communication has been spotty and difficult given modifications to work situations due to coronavirus. However, the INF did reply that they would check their regulations and let us know, and the ESUSD replied that the Lee Vining High School gym could be made available. Unfortunately, as of the drafting of this staff report, staff has been unable to definitively lock down commitments and details for either venue. Staff is continuing to follow up.

A verbal update will be provided at the June 9 Board meeting on any further information available, and the fall-back venue would be the Lee Vining Community Center. The recommendation is for the Board to confirm June 29-30 as the special meeting date and select a venue based on updated information provided at the meeting.

If you have any questions regarding this item prior to your meeting, please contact Wendy Sugimura at (760) 924-1814 or wsugimura@mono.ca.gov.



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

Departments: Board of Supervisors

TIME REQUIRED Fifteen Minutes

SUBJECT Employment Agreement - Robert
(Bob) Lawton

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution approving a contract with Bob Lawton as County Administrative Officer and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R20-____, approving a contract with Robert Lawton as County Administrative Officer and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The fiscal impact for the remainder of FY 2019-20 is \$18,235 (salary is \$14,301 and benefits is \$3,934). The fiscal impact for next year is \$225,199 (salary is \$180,000 and benefits is \$45,199).

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-648-3270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---------------------------------------------------------------|
| Click to download |
| <input type="checkbox"/> Staff Report |
| <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Employment Agreement |

History

| Time | Who | Approval |
|------------------|------------------------------|-----------------|
| 6/4/2020 2:08 PM | County Administrative Office | Yes |
| 6/3/2020 6:02 PM | County Counsel | Yes |
| 6/4/2020 8:59 AM | Finance | Yes |

County Counsel
Stacey Simon

Assistant County Counsels
Christian Milovich
Anne L. Frievalt

Deputy County Counsel
Jason Canger

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Lucas

To: Board of Supervisors

From: Stacey Simon

Date: June 9, 2020

Re: Employment agreement with Robert Lawton as County Administrative Officer

Recommended Action

Announce Fiscal Impact. Approve Resolution #R20-___, approving employment agreement with Robert C. Lawton as County Administrative Officer. Authorize the Board Chair to execute said contract on behalf of the County.

Discussion

On April 14, 2020, the Board appointed Mr. Lawton Acting County Administrative Officer (CAO), and on June 2, 2020, he was appointed CAO. Concurrently with that appointment, the Board directed staff to return to the Board with an employment agreement for Mr. Lawton as CAO.

If you have any questions on this matter prior to your meeting, please call me at 924-1704.



RESOLUTION NO. R20-__

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH ROBERT LAWTON AS COUNTY ADMINISTRATIVE OFFICER AND PRESCRIBING THE COMPENSATION, APPOINTMENT AND CONDITIONS OF SAID EMPLOYMENT

WHEREAS, The Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the Employment Agreement of Robert Lawton, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Mr. Lawton. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED and ADOPTED this 9TH day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stacy Corless, Chair
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**EMPLOYMENT AGREEMENT OF ROBERT C. LAWTON
AS MONO COUNTY ADMINISTRATIVE OFFICER**

This Agreement is entered into this 9th day of June, 2020, by and between Robert C. Lawton and the County of Mono (the “County”).

I. RECITALS

The County hired Robert Lawton as its Assistant County Administrative Officer, effective February 24, 2020. On April 7, 2020, he was appointed Acting County Administrative Officer. The County now wishes to employ Robert Lawton as its County Administrative Officer on the terms and conditions set forth in this Agreement. Mr. Lawton accepts employment as County Administrative Officer on said terms and conditions, and this agreement shall supersede and replace in its entirety, the prior agreement between the County and Mr. Lawton entered into on February 18, 2020, and subsequently amended on April 21, 2020.

II. AGREEMENT

1. This Agreement shall remain in effect until terminated by either party in accordance with this Agreement.
2. Mr. Lawton shall serve in the position of County Administrative Officer, commencing June 2, 2020. In that position, Mr. Lawton serves at the will and pleasure of the Board of Supervisors (the “Board”) and in accordance with the terms and conditions of this Agreement. The Board shall be deemed the “appointing authority” for all purposes with respect to Mr. Lawton’s employment.
3. Mr. Lawton’s salary as County Administrative Officer shall be \$15,000 per month, prorated for the month of June 2020 to reflect his June 2nd date of appointment. The Board may increase that compensation in its discretion at any time while this Agreement is in effect based on performance and the attainment of specified goals and objectives, as described below.
4. During Mr. Lawton’s first year of employment as County Administrative Officer, the Board of Supervisors will review and evaluate his performance quarterly in accordance with a work-plan and performance criteria approved by the Board. Thereafter, reviews will occur annually, on or before June 1, in accordance with specific criteria developed jointly by the Board and Mr. Lawton. Criteria may be added or deleted as the Board may from time to time determine in consultation with Mr. Lawton. Further, the Board, with consulting support from a qualified human-resources professional where needed, will provide Mr. Lawton with a written summary of its findings and an adequate opportunity to discuss his evaluation with the Board. The Board and Mr. Lawton shall define goals and performance objectives which they collectively determine necessary for the proper operation of the County and for the attainment of the Board's policy objectives and shall further establish a relative priority

among those various goals and objectives. Goals and objectives shall generally be attainable within the time limitations specified and within the annual operating and capital budgets and the appropriations provided.

5. Mr. Lawton shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act (FLSA), he shall be entitled to 80 hours of merit leave during each year of service under this Agreement. Mr. Lawton understands that, unless otherwise determined by Resolution of the Board, merit leave does not accrue from one calendar year to the next and must be used by December 31st of each calendar year in which it is provided, or it is lost. Mr. Lawton's appointment as County Administrative Officer does not add to or take away from the leave that Mr. Lawton was already entitled to under his former employment agreement and applicable policies. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution of the Mono County Board of Supervisors, as the same may be unilaterally amended from time to time and implemented by the County.
6. To the extent deemed appropriate by the Board of Supervisors, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Lawton's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Lawton shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits, CalPERS medical insurance, County dental and vision coverage and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), the CalPERS retirement formula applicable to Mr. Lawton's employment is 2% at 62.
8. Mr. Lawton understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Lawton cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the

County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Lawton's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the at-will nature of Mr. Lawton's employment, the Board of Supervisors may terminate his employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Lawton understands and acknowledges that as an at-will employee, he will not have permanent status, nor will his employment be governed by the County Personnel System, except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Board of Supervisors may, in their discretion, take during his employment.
10. In the event that such a termination without cause occurs following the first twelve months of employment, Mr. Lawton shall receive as severance pay a lump sum equal to six months' salary. For purposes of severance pay, "salary" refers only to base compensation.
11. Notwithstanding the foregoing, Mr. Lawton shall not be entitled to any severance pay in the event that the Board of Supervisors has grounds to discipline him on or about the time it gives him the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in the Mono County Personnel Rules or any successor rules or policies, as the same may be amended from time to time. Mr. Lawton shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
12. Mr. Lawton may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this Agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Lawton shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Robert C. Lawton.
14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf

of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Lawton's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Lawton's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. As required by Government Code sections 53243, Mr. Lawton shall reimburse the County for any paid leave pending an investigation, the costs of legal criminal defense (if provided), or cash settlement related to termination by the County in the event he is convicted of a crime involving abuse of office or position.

15. Mr. Lawton acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Lawton further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement is executed this 9th day of June, 2020.

EMPLOYEE

THE COUNTY OF MONO

Robert C. Lawton

Stacy Corless, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

TIME REQUIRED

SUBJECT Closed Session - Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--------------------------------------------------------------------------|
| <p>Click to download</p> <p>No Attachments Available</p> |
|--------------------------------------------------------------------------|

History

Time

Who

Approval



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

TIME REQUIRED

SUBJECT Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--------------------------------------------------------------------------|
| <p>Click to download</p> <p>No Attachments Available</p> |
|--------------------------------------------------------------------------|

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono and Sierra Club v. Los Angeles Dept. of Water and Power et al.* (Alameda Superior Court Case No. RG18923377).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-648-3270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

| Time | Who | Approval |
|-------------------|------------------------------|----------|
| 6/4/2020 2:07 PM | County Administrative Office | Yes |
| 6/3/2020 8:31 AM | County Counsel | Yes |
| 5/28/2020 5:30 PM | Finance | Yes |



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2020

TIME REQUIRED

SUBJECT Closed Session - Initiation of
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

| Time | Who | Approval |
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| 6/4/2020 2:07 PM | County Administrative Office | Yes |
| 6/3/2020 8:35 AM | County Counsel | Yes |
| 6/4/2020 9:01 AM | Finance | Yes |