



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

### Regular Meeting October 19, 2021

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#### TELECONFERENCE INFORMATION

This meeting will be held via teleconferencing with members of the Board attending from separate remote locations. As authorized by AB 361, dated September 16, 2021, a local agency may use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency and local officials have recommended or imposed measures to promote social distancing or the body cannot meet safely in person and the legislative body has made such findings.

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. 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=759e238f-a489-40a3-ac0e-a4e4ae90735d](http://monocounty.granicus.com/MediaPlayer.php?publish_id=759e238f-a489-40a3-ac0e-a4e4ae90735d)

#### To join the meeting by computer:

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To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

**NOTE:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or [bos@mono.ca.gov](mailto:bos@mono.ca.gov). 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).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online. Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

**ON THE WEB** You can view the upcoming agenda at <http://monocounty.ca.gov/bos>. 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**

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

**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**

Receive brief oral report on emerging issues and/or activities.

**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 - September 7, 2021**

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on September 7, 2021.

**Recommended Action:** Approve the Board Minutes from the Regular Meeting on September 7, 2021.

**Fiscal Impact:** None.

**B. Urgency Ordinance Rescinding Ordinance ORD21-08**

Departments: CAO

On August 17, 2021, the Board adopted an urgency ordinance (ORD21-08) prohibiting open fires on private property within the unincorporated areas of the County and in County-operated campgrounds, in order to minimize conditions that could contribute to an increase in wildfire activity during a period of extreme heat and drought.

On October 12, 2021, the Board reviewed the prohibition, including hearing from the Mono County Sheriff/Emergency Operations Manager and Public Works

Director that weather conditions had shifted, therefore making the prohibition unnecessary. On October 9, 2021, the Inyo National Forest announced its rescission of Stage II fire restrictions based on the same information. The Board directed staff to return with an ordinance to rescind ORD21-08. The proposed ordinance would rescind ORD21-08, thereby repealing the prohibition on open fires on private property and in County-operated campgrounds.

**Recommended Action:** Adopt proposed urgency ordinance. Provide any other desired direction to staff.

**Fiscal Impact:** None.

**6. CORRESPONDENCE RECEIVED - NONE**

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

**7. REGULAR AGENDA - MORNING**

**A. Revenue Workshop**

Departments: Finance

1 hour 45 minutes

(Russ Branson, Consultant; Janet Dutcher, Finance Director; Megan Mahaffey, Accountant III) - Revenue workshop exploring opportunities for expanding existing revenues or generating new revenues, and factors for the Board to consider in formulating a revenue enhancing strategy.

**Recommended Action:** Provide direction to staff on next steps requested by the Board of Supervisors.

**Fiscal Impact:** None at this time.

**B. COVID-19 (Coronavirus) Update**

Departments: CAO, Public Health

30 minutes

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic.

**Recommended Action:** None, informational only.

**Fiscal Impact:** None.

**C. Mountain View Fire Update and Review of Emergency Declarations**

Departments: Mountain View Fire Emergency Operations Center

10 minutes

(Justin Nalder, EOC Director) - (Continued from October 12) Review of

continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

**Recommended Action:** Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts.

Determine whether there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

**Fiscal Impact:** Continuation of the declared emergencies supports the County's eligibility for state disaster assistance while debris efforts are still underway. Debris removal costs are eligible for reimbursement only when there is an immediate threat to public health and safety.

**D. Comments on Groundwater Sustainability Plan (GSP) for the Owens Valley Groundwater Basin**

Departments: Board of Supervisors

15 minutes

(Supervisor Duggan; Stacey Simon, County Counsel) - The Owens Valley Groundwater Management Agency (OVGA) has released a draft groundwater sustainability plan (GSP) for the Owens Valley Groundwater Basin - which includes the Tri-Valley, Fish Slough, and the Wheeler Crest portions of Mono County. A special meeting will be held on December 9, 2021 and written comments will be accepted through November 8, 2021. Additionally, cities and counties may request consultation with OVGA regarding the draft plan in their discretion.

**Recommended Action:** Consider and potentially approve draft Mono County comments on the GSP and provide any desired direction to staff.

**Fiscal Impact:** None.

**E. Request for Proposals for Public Defender Services**

Departments: CAO

10 minutes

(Robert C. Lawton, CAO) - One of the County's three contracts for Public Defender (indigent defense) services expires at the end of this month. While current caseload does not require the immediate execution of a new contract, it is recommended that the County commence the process toward entry into a new contract by issuing the attached request for proposals (RFP).

**Recommended Action:** Direct the County Administrative Officer to finalize response dates and other details in the attached Request for Proposals (RFP) for indigent defense counsel services and to advertise and issue the RFP.

**Fiscal Impact:** None at this time. The County's existing contracts for indigent defense provide for monthly payment of \$14,565 for 2021.

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

**9. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievalt, and Ryan Roe. 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 - 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.

**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 v. Rock 'N Dirt*. (Mono County Superior Court Case No. CV 200073).

**D. 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 v. K.R. Property Management, et al.* (Mono County Superior Court Case No.: CV200081).

**E. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case:

*United States of America v. Walker River Irrigation District, et. al.* (3:73-cv-00128-MMD-WGC).

**F. Closed Session - Public Employee Evaluation**

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

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

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

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**11. REGULAR AGENDA - AFTERNOON**

**A. PUBLIC HEARING: Redistricting First Review of Alternative Maps**

Public Hearing: 1:00 PM

(Robert C. Lawton, CAO) - The primary goal of this Public Hearing will be to review proposals submitted to date and look for 'themes' which logically group proposals into categories making it easier to interpret alternatives for the new districts.

**Recommended Action:** Conduct Public Hearing. Provide any desired direction to staff.

**Fiscal Impact:** None.

**B. Bridgeport Jail Project - Project Update**

Departments: Sheriff, Public Works

20 minutes

(Ingrid Braun, Sheriff; Tony Dublino, Director of Public Works; Janet Dutcher, Finance Director) - Update on the Bridgeport Jail project.

**Recommended Action:** Receive an update on the Jail Project and provide any direction to staff. Consider the need to adopt a proposed Financial Resolution at a later Board meeting committing County sourced funds as local match to complete the financing on this project.

**Fiscal Impact:** Any proposed Financial Resolution, when and if required, would establish the Board's commitment to funding the jail project through completion.

Based on current estimates, this commitment is an additional \$5.8 million beyond the \$1.6 million of cash that has already been set aside and the \$440,000 of in-kind contributions, for a total of \$7.84 million County contribution to the project.

**C. Prop 68 Grant - Countywide Recreation Improvements**

Departments: Public Works

15 minutes

(Tony Dublino, Director of Public Works) - Request for Board support to apply for Prop 68 - Per Capita Grants for recreation projects at Walker Community Center/Park, Bridgeport Park, Mono Lake Park and Lee Vining Community Center.

**Recommended Action:**

- 1) Authorize submission of applications to the Proposition 68 – Per Capita Program for the following projects: Bridgeport Tennis Court Repurposing and Accessibility Improvements; Walker Tennis Court Repurposing; Mono Lake Park Accessibility Enhancements; Lee Vining Community Center Pump Track
- 2) Find that the projects are exempt, individually and collectively, from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301 – Existing Facilities and direct staff to file a Notice of Exemption.

**Fiscal Impact:** The financial match is 20% of individual project cost, which can include in-kind labor contributions. The Proposition 68 – Per Capita Program will provide the County up to \$400,000, so the maximum match would be \$100,000 if all \$500,000 worth of projects are completed and \$400,000 were received from the state.

**D. Employment Agreement - Deputy Director of Public Health (Limited Term)**

Departments: HR and Public Health

5 minutes

(Bryan Wheeler, Public Health Director) - Proposed resolution approving a contract with Jennifer Burrows as Limited Term Deputy Director of Public Health (through July 31, 2023), and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution R21-\_\_\_\_, approving a contract with Jennifer Burrows as Deputy Director of Public Health, 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 cost for an entire fiscal year is \$110,572 of which \$94,809 is salary and \$15,763 is the cost of benefits, and was included in the approved budget.

**12. 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**    October 19, 2021

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT**                    Board Minutes - September 7, 2021

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Approval of the Board Minutes from the Regular Meeting on September 7, 2021.

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### RECOMMENDED ACTION:

Approve the Board Minutes from the Regular Meeting on September 7, 2021.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Queenie Barnard

**PHONE/EMAIL:** 7609325534 / qbarnard@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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### History

Time	Who	Approval
10/13/2021 11:05 AM	County Counsel	Yes
9/22/2021 12:10 PM	Finance	Yes
10/15/2021 3:09 PM	County Administrative Office	Yes



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

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

Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting  
September 7, 2021**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M21-184 – M21-198</b>
<b>Resolutions</b>	<b>R21-59 – R21-64</b>
<b>Ordinance</b>	<b>ORD21-09</b>

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

*Supervisors Present: Duggan, Gardner, Kreitz, and Peters (Duggan, Gardner, and Peters attended via teleconference).*

*Supervisors Absent: Corless.*

**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 Chair Kreitz.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

None.

**2. RECOGNITIONS**

**A. Recognition of President/Curator of the Mono County Historical Society/Mono County Museum Kent Stoddard**

Departments: Board of Supervisors, sponsored by Supervisor Peters

(Supervisor Peters) - Recognition of longtime Bridgeport resident, Kent Stoddard, President/Curator of the Mono County Historical Society/Mono County Museum.

**Note:**

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

**Action:** Approve proposed recognition of President/Curator of the Mono County Historical Society/Mono County Museum Kent Stoddard.

**Peters motion. Kreitz seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**M21-184**

**Supervisor Peters:**

- Read proclamation
- Recognized Kent for contributions

**Public Comment:**

- Alicia Vennos

**Kent Stoddard:**

- Thanked everyone for recognition

### **3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

**Bob Lawton, CAO:**

- Meetings on Bridgeport Jail project - discussing financing, value engineering
- Meeting with Mammoth Lakes Housing to discuss future opportunities for collaboration
- Meetings on CFSC Coordinator Grant application with Holly Alpert and Rick Kattleman
- Participated in a webinar for frontline staff regarding active shooter
- Met with Megan Mahaffey – compiling information for the 2022-23 budget
- Revenue projections
- Solid Waste RFP
- Renewals for Public Defender contract
- Meeting with Town Manager Dan Holler
- Participated in meeting on state funding for indigent defense
- EOC meetings – services
- Met with Jimmy Little, Bridgeport Valley RPAC Chair, regarding community survey presentation to Board
- Met with Cal Rossi with SCE – upcoming projects

### **4. DEPARTMENT/COMMISSION REPORTS**

**Alicia Vennos, Economic Development Director:**

- Information regarding what is open/closed in the Inyo National Forest

**Scheereen Dedman, Acting Registrar of Voters:**

- One week until election – different options to return your ballot

**Stacey Simon, County Counsel:**

- Nominated for another two year term on the Board of Directors of the County

**Note:**

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

Counsels Association

**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 - July 20, 2021**

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on July 20, 2021.

**Action:** Approve the Board Minutes from the Regular Meeting on July 20, 2021.

**Duggan motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**M21-185**

**B. Board Minutes - August 3, 2021**

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on August 3, 2021.

**Action:** Approve the Board Minutes from the Regular Meeting on August 3, 2021.

**Duggan motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**M21-186**

**C. Board Minutes - August 10, 2021**

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on August 10, 2021.

**Action:** Approve the Board Minutes from the Regular Meeting on August 10, 2021.

**Duggan motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**M21-187**

**Note:**

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

**D. Out-of-State Travel Authorization for 2021 National Association of Counties' (NACo) Western Interstate Region (WIR) Conference**

Departments: Clerk of the Board

Out-of-state travel request for Supervisor Duggan to attend the 2021 National Association of Counties' (NACo) Western Interstate Region (WIR) Conference in Salt Lake County, Utah.

**Action:** Approve out-of-state travel request for Supervisor Duggan to attend the 2021 National Association of Counties' (NACo) Western Interstate Region (WIR) Conference in Salt Lake County, Utah from October 13-15, 2021.

**Duggan motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**M21-188**

**E. Amendment of Mono County Conflict of Interest Code**

Departments: County Counsel

Proposed resolution R21-59, a Resolution of the Mono County Board of Supervisors Amending the County Conflict of Interest Code as required by Government Code section 87306.5.

**Action:** Adopt proposed resolution in order to revise the county conflict of interest code to reflect all new positions added since the previous code was adopted in 2018.

**Duggan motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**R21-59**

**F. Resolution Waiving Fire Mitigation Fees for Homes Lost in the Mountain View Fire**

Departments: County Counsel

This item was requested by the Antelope Valley Fire Protection District (AVFPD). Proposed resolution waiving fire mitigation fees applicable to new development within the boundaries of the AVFPD for homes destroyed by the Mountain View Fire.

**Action:** Adopt proposed resolution waiving fire mitigation fees for homes lost in the Mountain View Fire.

**Duggan motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**Note:**

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

**R21-60**

**G. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 6/30/2021.

**Action:** Approve the Treasury Transaction Report for the month ending 6/30/2021.

**Duggan motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**M21-189**

**H. 2021-22 Appropriations Limit**

Departments: Finance

Proposed resolution establishing the 2021-22 Appropriations Limit.

**Recommended Action:** Adopt proposed resolution R21-61, establishing the 2021-22 Appropriations Limit and making other necessary determinations for the County and for those special districts governed by the Board of Supervisors that are required to establish appropriations limits.

**Duggan motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**R21-61**

**I. 2021-22 Property Tax Rates**

Departments: Finance

Proposed resolution establishing the 2021-22 tax rates on the secured roll.

**Action:** Adopt proposed resolution R21-62, establishing the 2021-22 tax rates on the secured roll.

**Duggan motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**R21-62**

**J. Tarzana Treatment Centers Agreement for Services**

Departments: Behavioral Health

**Note:**

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

Proposed contract with Tarzana Treatment Centers pertaining to the provision of residential Substance Use Disorder (SUD) treatment services.

**Action:** Approve County entry into proposed contract and authorize CAO Robert Lawton to execute said contract on behalf of the County.

**Duggan motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**M21-190**

**K. Contract between Mono County and North American Mental Health Services**

Departments: Probation

Proposed contract with North American Mental Health Services pertaining to Mental Health Assessments, Psychological Evaluations and Psychiatric Evaluations.

**Action:** Approve County entry into proposed contract and authorize CAO Lawton to execute said contract on behalf of the County.

**Duggan motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**M21-191**

**6. CORRESPONDENCE RECEIVED**

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 and Application from Southern California Edison for a Permit to Construct for the Transmission Line Rating Remediation, Control – Silver Peak Project**

Notice and Application from Southern California Edison for a Permit to Construct for the Transmission Line Rating Remediation, Control – Silver Peak Project with the California Public Utilities Commission.

**B. Letter from Altice USA/Suddenlink in Response to the Joint Letter Sent on July 9, 2021**

A letter from Altice USA/Suddenlink in response to the joint letter from Mono, Placer, and Nevada Counties and the Towns of Mammoth Lakes and Truckee sent on July 9, 2021, regarding service and infrastructure issues related to broadband internet provided by Altice USA/Suddenlink in

**Note:**

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the region.

**Stacey Simon, County Counsel:**

- Continue to work collaboratively with Placer County, Nevada County, Town of Truckee, Town of Mammoth Lakes, and now Inyo County to try address these issues of customer service and service quality with Suddenlink.

**C. Letter from CalOES Regarding U.S. Small Business Administration Economic Disaster Declaration - Tamarack Fire**

A letter from CalOES regarding the U.S. Small Business Administration declaring the primary County of Alpine and the contiguous counties of Amador, Calaveras, El Dorado, Mono, and Tuolumne a disaster area as a result of economic impacts caused by the Tamarack Fire.

**7. REGULAR AGENDA - MORNING**

**A. COVID-19 (Coronavirus) Update**

Departments: CAO, Public Health

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic.

**Action:** None.

**Bryan Wheeler, Public Health Director:**

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-125>) – recent metrics, Mammoth Hospital status, wildfires and COVID-19, school status, school masking and testing model, post vaccination infection data for Mono County, limited state resources, addressing misinformation, booster shots for select group, vaccine and testing schedule

**B. Ad Hoc Subcommittee for Strategic Planning**

Departments: CAO

(John Craig, Assistant CAO) - Board Rules of Procedure (Rule 42) authorize the Board to establish ad hoc subcommittees comprised of less than a quorum of the Board to serve a limited or single purpose, for a limited period of time. The County Administrative Office is recommending the establishment of a 2-member ad hoc subcommittee to work on strategic planning.

**Action:** Establish an ad hoc subcommittee comprised of the Chair and Vice-Chair for the purpose of working on the County's strategic plan update, which subcommittee shall report periodically on its work to the full Board at an agendized meeting and shall be dissolved upon Board adoption of the strategic plan update.

**Note:**

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

**Gardner motion. Duggan seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**M21-192**

**John Craig, Assistant CAO:**

- Presented item

**C. Response to 2020-21 Grand Jury Report on "Workforce Housing Crisis"**

Departments: CAO and Community Development

(Robert C. Lawton, CAO, Wendy Sugimura, Community Development Director) - County response to 2020-21 Grand Jury Report on "Mono County Workforce Housing Crisis."

**Action:** Approve proposed letter.

**Gardner motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**M21-193**

**Bentley Regehr, Planning Analyst:**

- Walked through edits and changes to proposed letter

**D. Mono County Inventory of Land Holdings**

Departments: CAO

(Robert C. Lawton, CAO; Kevin Carunchio, Willdan Public Agency Resources Group) - Transmittal and discussion of a report, Mono County Land Holdings, which reviews County-controlled parcels for opportunities to advance various County policies.

**Action:** None.

**Bob Lawton, CAO:**

- Introduced item

**Kevin Carunchio, Willdan Public Agency Resources Group:**

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-125>) – context, methodology, overview, possible next steps, considerations

*Break: 11:50 AM*

*Reconvened: 12:02 PM*

**E. Response to Letter from LADWP Regarding Sage Grouse Adaptive Management Plan**

Departments: County Counsel

**Note:**

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

(Emily Fox, Deputy County Counsel) - Response to letter received from LADWP on June 2. The June 2 letter responds to correspondence the County sent to LADWP on April 20 regarding the LADWP's proposed Adaptive Management Plan for the Bi-State Sage Grouse in the Long Valley. This letter responds to apparent confusion from LADWP about the interconnectedness of the Mono Lake Basin and Long Valley and invites the president of LADWP to tour Long Valley as part of revising and improving the draft Adaptive Management Plan.

**Action:** Approve letter to send to LADWP.

**Gardner motion. Duggan seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**M21-194**

**Emily Fox, Deputy County Counsel:**

- Reviewed proposed letter

#### **F. Revisions to County Code Chapter 7.28 - Camping**

Departments: Public Works

(Tony Dublino, Director of Public Works) - Proposed Ordinance Amending Chapter 7.28 of the Mono County Code pertaining to Camping in County parks and rights-of-way.

**Action:**

1) Motion to reconsider action from August 10, 2021 meeting (Item 5.D) in which the Board voted 2/2 regarding adoption of the proposed ordinance, resulting in the ordinance not being adopted. (Motion to reconsider must be made by Chair Kreitz, Supervisor Corless, or Supervisor Peters).

**Peters motion to reconsider. Gardner seconded.**

**Vote: 3 yes, 1 no, 1 absent**

**M21-195**

Roll Call:

Corless: A

Duggan: Y

Gardner: Y

Kreitz: N

Peters: Y

2) Adopt proposed ordinance amending Chapter 7.28 of the Mono County Code pertaining to camping in County parks and rights-of-way.

**Peters motion. Gardner seconded.**

**Note:**

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

**Vote: 3 yes, 1 no, 1 absent**  
**ORD21-09**

Roll Call:

Corless: A  
Duggan: Y  
Gardner: Y  
Kreitz: N  
Peters: Y

**G. Response to 2020-21 Grand Jury Report on "Fiber Internet Connection as Essential Infrastructure in Mono County"**

Departments: CAO and IT

(Robert C. Lawton, CAO, Nate Greenberg, IT Director) - County response to Grand Jury report entitled "Fiber Internet Connection as Essential Infrastructure in Mono County."

**Action:** Approve letter and response.

**Peters motion. Duggan seconded.**

**Vote: 4 yes, 0 no, 1 absent**  
**M21-196**

**Nate Greenberg, IT Director:**

- Reviewed key points in letter

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

None.

**9. CLOSED SESSION**

*Closed Session: 12:26 PM*

*Reconvened: 2:20 PM*

No action to report out of Closed Session.

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy

**Note:**

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

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 - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.  
Paragraph (1) of subdivision (d) of Government Code section 54956.9.  
Name of case: Claim for damages filed by Adam Flores.

**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 v. Ernesto Bravo, et al.*, Mono County Superior Court Case No. CV 200072.

**D. 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.  
Facts and circumstances: Threat of litigation made by Angela Olson of Coleville.

**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. 2021 Supervisorial Redistricting Update**

Departments: CAO

(Robert C. Lawton, CAO) - Update from staff regarding the 2021 Redistricting Process, including discussion about public outreach, scheduling public hearings and creation of informational website.

**Action:** None.

**Bob Lawton, CAO:**

- Redistricting process
- Public Hearings – minimum of four must be held

**Nate Greenberg, IT Director:**

- Preview of Redistricting website and tool

**Note:**

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

**B. Ordinance Amending Mono County Code Section 3.04.030 Pertaining to Purchases Made by Department Heads**

Departments: County Counsel; CAO; Finance

(Christian Milovich, Assistant County Counsel) - Proposed ordinance amending section 3.04.030 of the Mono County Code to authorize assistant purchasing agents (i.e., department heads) to purchase services, supplies and equipment in amounts not to exceed \$25,000 per purchase.

**Action:** Introduce, read title, and waive further reading of proposed ordinance.

**Gardner motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**M21-197**

**Christian Milovich, Assistant County Counsel:**

- Presented item

**Janet Dutcher, Finance Director:**

- Provided background

**C. Request from County Service Area (CSA) No. 1 Advisory Board for Rate of Pay Increases for Staff and Contractors**

Departments: CAO

(John Craig, Assistant CAO) - Request from CSA #1 advisory board that County increase hourly pay for class instructors and the Program Director for the recreational classes operated at the Crowley Community Center. Request is to increase instructor rate from \$25/hour to \$35/hour (if County employee) or to \$40/hour (if independent contractor) and to increase Program Director rate from \$25/hour to \$34.21/hour.

**Action:** Direct staff to implement increased pay for class instructors and the Program Director as recommended.

**Duggan motion. Gardner seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**M21-198**

**John Craig, Assistant CAO:**

- Presented item

**Denise Perpall:**

- Provided background on request for increased pay

**D. Resolution Providing Necessary Certifications for Exception to 180-**

**Note:**

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

**Day Wait Period Under Government Code Sections 7522.56 & 21224 for Limited Term, Part-Time Employment of PERS Retiree Suzanne West, Staff Services Manager**

Departments: Social Services, Human Resources

(Kathy Peterson, Social Services Director, Ryan Roe, Acting Human Resources Director) - Proposed Resolution Providing Necessary Certifications for Exception to 180-Day Wait Period Under Government Code Sections 7522.56 & 21224 for Limited Term, Part-Time Employment of PERS Retiree Suzanne West, Staff Services Manager.

**Action:** Adopt proposed resolution providing necessary certifications for exception to 180-day wait period under Government Code Sections 7522.56 & 21224 for limited term, part-time employment of PERS retiree Suzanne West, Staff Services Manager.

**Peters motion. Gardner seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**R21-63**

**Kathy Peterson, Social Services Director:**

- Presented item

**Ryan Roe, Acting Human Resources Director:**

- Reviewed CalPERS criteria and process

**E. Employment Agreement - Assistant Clerk - Recorder / Registrar of Voters**

Departments: Human Resources

(Ryan Roe, Acting Human Resources Director) - Proposed resolution approving a contract with Queenie Barnard as Assistant Clerk - Recorder / Registrar of Voters of Mono County, and prescribing the compensation, appointment and conditions of said employment.

**Action:** Announce Fiscal Impact. Approve Resolution R21-64, Approving a contract with Queenie Barnard as Assistant Clerk - Recorder / Registrar of Voters of Mono County, 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 cost for an entire fiscal year would be \$110,779 of which \$81,900 is salary and \$28,879 is the cost of benefits, and was included in the approved budget.

**Gardner motion. Peters seconded.**

**Vote: 4 yes, 0 no, 1 absent**

**Note:**

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

## R21-64

### Ryan Roe, Acting Human Resources Director:

- Presented item

## 12. BOARD MEMBER REPORTS

### Supervisor Duggan:

- 08/20/21
  - 2020 CALIFORNIA CITIZENS REDISTRICTING COMMISSION COMMUNITY OF INTEREST ZONE G - I attended the webinar along with several members of the public from the Eastern Sierra who spoke their views on aligning with communities of interest.
  - Broadband Briefing - CPUC Comment Period on Middle-Mile - SB 156 includes \$3.25 billion for the creation of a statewide open-access middle-mile network, which will be owned by the state and built along much of the state's highway system. Digital 395 is the middle mile that can connect the populated areas of the Eastern Sierra. Our challenges are for those communities that are too far from the middle mile, along with connecting the "last mile" infrastructure through incentives and pressure on the big providers to bring reliable connectivity to the region.
- 8/24/21
  - Active Shooter Awareness Training – Key takeaways were to focus on what you are doing and be aware of your surroundings and events at all times.
  - CSA1 – I attended the CSA1 board meeting where we continued discussions about projects and recommendations to bring before the Board of Supervisors. I want to thank the members of CSA1 for their continued interest in the Crowley Lake community and their dedication to bringing quality of life-focused amenities to the residents.
- 8/25/21 -TGMD – I attended the TGMD meeting where we reviewed the first draft of the OVGA Groundwater Sustainability Plan and formulated responses to assumptions expressed regarding the Mono County portion of the Plan. The OVGA will meet on Thursday to review the draft along with the comments submitted by the public and interested parties. Information on how to attend the Zoom meeting is available on their website or our county meeting page.
- I toured Chalfant and Hammil Valley, specifically sites and properties affected by flooding and mudslides last July, as per the AG Commissioner's report on 8/17. I am concerned about the amount of mud and organic debris still in the culverts along HWY 6, which could present issues to residents in future weather events. I have reached out to Caltrans for more information.
- 8/26/21 – I met with Mammoth Postmaster Michelle Thompson regarding growth management issues and mail delivery service issues in Crowley Lake. It was an informative meeting where we discussed creative ways to meet the demand for safe, secure, and convenient mail delivery in that growing community.
- 8/31/21 – Economic Development, Tourism, Film Commission Meeting. – Focus on getting answers out to the community regarding the Inyo National Forest Closure. There was also discussion on how to better coordinate messaging between different forest service agencies.
- 9/1/21 – Town of Mammoth Lakes – Town Hall and Council Meeting. Presentation from MLFD Chief Freivalt. "Wildfire is the most predictable

### Note:

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existential threat to the Town of Mammoth Lakes.” Discussion on creative ways to meet this critical need and how the community can do better.

- 9/3/21 – I was notified of my appointment to the NACO 2021-2022 Policy Steering Committee for Environment, Energy, and Land Use. These are of particular interest to residents of District 2, and I look forward to working with the group. It is my honor to serve.
- Over the past three weeks I have spent a lot of time engaging with the public on issues that affect their livelihoods and quality of life. I want to thank our Mono County Staff once again for always being available and professional in their timely responses and communications. Their assistance is greatly appreciated.

**Supervisor Gardner:**

- On Wednesday Aug. 18 I attended the monthly meeting of the Juvenile Justice Coordinating Council. This group continues to get organized and perform its role based on the requirements of recent legislation affecting Mono County juvenile probation programs.
- That same day I attended the monthly meeting of the Mono Basin Fire Safe Council. We discussed several topics, including requests for future public agency firebreak work, continued support for the green waste dumpster in Mono City, an update on the fire prevention banner in Lee Vining, and future home hardening programs and grant possibilities.
- On Thursday August 19 I participated in a meeting of the Mono Basin RPAC Housing Subcommittee. We discussed several items, including reviewing available data on the housing needs for the Mono Basin, development of a survey of both businesses and residents regarding housing needs in the area, and review of potential properties in Lee Vining for housing projects.
- On Friday Aug. 20 I participated in a meeting of the California Redistricting Commission. I presented the contents of the letter approved by this Board and ESCOG regarding state and Congressional redistricting proposals.
- On Wednesday August 25 I spoke with staff at ESSRP and others about a potential grant to support future Eastern Sierra Dispersed Camping initiatives. I also spoke with our new USFS Mono Basin District Ranger Stephanie Heller about the status of the Dispersed camping project.
- Also, on Wednesday the 25th I participated in the monthly meeting of the June Lake Chamber of Commerce meeting. The Chamber is working on fall projects and a proposal to create a parking area by the balanced rock at the entry into the village.
- On Friday Aug. 27 I participated in a call with other members of the Eastern Sierra Sustainable Recreation Partnership about the projects to be considered for future funding opportunities.
- Last Wednesday Sept. 1 I visited a resident in the north Mono Basin area to talk about concerns regarding motorized recreation on roads in that area. I also toured that region to see the various properties and county roads.
- Also last Wednesday I attended a Town Hall meeting hosted by Rep. Jay Obernolte from our Congressional District. He indicated his continued support for his bill to provide Federal recognition for the Kutzadika Tribe in the Mono Basin and his support for increased wildfire funding for public lands agencies.
- I also attended last Wednesday the monthly meeting of the June Lake Citizens Advisory Committee. Topics discussed included the County Regional Transportation Plan, a letter to Caltrans about traffic issues in the village, and a COVID update.
- On Thursday Sept. 2 I met with Elaine Kabala, the Executive Director of ESCOG, to talk about the future of that organization and potential priorities and projects.

**Note:**

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- On Friday Sept. 3 I participated in the monthly meeting of the Kutzadika Tribal Council. Topics discussed including the status of their Federal recognition legislation, involvement with various public agencies concerning water in the Mono Basin, and several other projects.

**Chair Kreitz:**

- CCP meeting - housing - place for the IMACA/LA trailers. Does Mono have land? Inmate education - Shana Stapp has been asked from time to time by an inmate for education while in jail. The Sheriff's office has not been receptive/available to supervise the onsite education between Shanna and the inmate. The CCP pays for a position in the Jail and this position should be available, but that's not the case. In-person training is far more desirable than Zoom teaching. These are inmates looking to complete their GED, and other classes could be offered to the inmates if Shanna was able to be in the Jail.
- Judge Magit is looking for help coordinating services for fathers that would like to be more involved with their children. There is no one to offer supervision and this is a motivating factor for these men to have corrective behavior.
- On August 19th, the Eastern Sierra Continuum of Care met. We discussed the Housing Choice Vouchers, Coordinated Entry System, and Project HomeKey funding for MLH's Access Apartments.
- Later that day, I met with Town staff, Supervisor Corless and a community member to discuss safe, overnight parking in the Town. With more and more people living out of their cars, it's important that our community address that need as part of the housing continuum.
- That evening I attended the Mammoth Community Water District Board meeting on behalf of MLH and their request for a fee waiver for the Access Apartment conversion project. MLH is seeking some relief in fees or a favorable loan for the project. The MCWD Board didn't come to a consensus, but ask their staff and MLH Executive Director to work on some possible loan terms for their future consideration.
- Friday, August 20th, I attended the CSAC hosted webinar that included staff from the CPUC and Caltrans to discuss the broadband funding deployment for The Middle Mile. The CPUC plans to have a final ruling for the Broadband for All program rollout on October 21st. They had a comment period that ended August 27th. The CPUC was seeking helpful comments specific to regions and what state highways to include in the middle mile deployment. In alignment with the Mono County Legislative Platform, I worked with Supervisor Peters, IT Director Nate Greenberg, County Counsel Simon and Inyo County IT Director on formal comments to the CPUC.
- August 25th I attended the CSAC Local Streets & Roads Needs Assessment review. The Assessment is performed every two years. With 855 of California's roads owned by cities and counties, this assessment is important to future planning and funding for roads, bridges traffic stops, and more. Mono has less than \$500 million in pavement needs, but our funding available is only 20 -40% met by state and federal funding, a common theme in rural counties. Whereas, urban counties have larger needs, but also a higher percentage of funding.
- Later Wednesday, I participated in the State Rental Assistance Program Advisory Group meeting. They are anticipating and preparing for a spike in calls to their call-in center when the extra unemployment ends on September 4th. They are interested in feedback about the program and the call center.
- Thursday, August 26th I listened in on the MLT Community Coffee about housing solutions in the Town. There were presentations made by MLH, Town staff, the Chamber and MLT.
- The MLH subcommittee on the Access Apartments met on Friday, August 27th.

**Note:**

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We review a plethora of project components and have established a regular weekly meeting of the committee.

- Wednesday, September 1, I attended the regular meeting of the Town Council. There was an update on the status of the Community Housing Action Plan and adoption of their Five year CIP.
- September 2, I met with a prospective affordable housing lender and MLH's Patricia Robertson to discuss USDA RD lending for the Access Apartments.
- Later that morning I attended the CSAC Board of Directors meeting. CSAC registration for their annual conference is now open, and they recognize that they may need to have a hybrid conference due to COVID restrictions. After the CSAC Board meeting I jumped on the ILG "Climate-Resilient Land Use & Housing Policies" webinar. There was an emphasis on infill housing development and acknowledgment that policy and regulation adds cost to development, not affordability.

**Supervisor Peters:**

- 8/23: attended the quarterly leadership meeting of Human Services and Education with NACo
- 8/25: recap with NACo Broadband Taskforce – next steps, give briefing to Congress this Friday
- Participated in a few meetings with Chair Kreitz, County Counsel Simon, IT Director Greenberg in crafting the response to CPUC
- Attended Tourism Commission meeting
- Attended NACo Resilient counties meeting
- 9/1: CSAC GFA meeting to discuss proposed change in discount rate CalPERS
- CSAC Board of Directors meeting – Bills of interest, AB 361, AB 339
- Congressman Jay Obernolte – scheduled visit to Mountain Warfare Training Center
- Forest closures

**ADJOURNED AT 4:03 PM.**

**ATTEST**

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**JENNIFER KREITZ  
CHAIR OF THE BOARD**

---

**QUEENIE BARNARD  
SENIOR DEPUTY 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**    October 19, 2021

**Departments: CAO**

**TIME REQUIRED**

**SUBJECT**                    Urgency Ordinance Rescinding  
   Ordinance ORD21-08

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

On August 17, 2021, the Board adopted an urgency ordinance (ORD21-08) prohibiting open fires on private property within the unincorporated areas of the County and in County-operated campgrounds, in order to minimize conditions that could contribute to an increase in wildfire activity during a period of extreme heat and drought.

On October 12, 2021, the Board reviewed the prohibition, including hearing from the Mono County Sheriff/Emergency Operations Manager and Public Works Director that weather conditions had shifted, therefore making the prohibition unnecessary. On October 9, 2021, the Inyo National Forest announced its rescission of Stage II fire restrictions based on the same information. The Board directed staff to return with an ordinance to rescind ORD21-08. The proposed ordinance would rescind ORD21-08, thereby repealing the prohibition on open fires on private property and in County-operated campgrounds.

**RECOMMENDED ACTION:**

Adopt proposed urgency ordinance. Provide any other desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 / ssimon@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">Ordinance</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/13/2021 10:17 AM	County Counsel	Yes
10/14/2021 11:14 AM	Finance	Yes
10/15/2021 3:18 PM	County Administrative Office	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsels**  
Christian E. Milovich  
Anne L. Frievault

**Deputy County Counsel**  
Emily Fox

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415  
MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

**Office Manager**  
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: October 19, 2021

Re: Urgency ordinance rescinding ORD21-08, which prohibited open fires on private property and in County-operated campgrounds within unincorporated Mono County

**Recommended Action**

Adopt proposed urgency ordinance. Provide any other desired direction to staff.

**Strategic Plan Focus Areas Met**

Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

**Fiscal Impact**

None.

**Discussion**

On August 17, 2021, the Board adopted an urgency ordinance (ORD21-08) prohibiting open fires on private property within the unincorporated areas of the County and in County-operated campgrounds, in order to minimize conditions that could contribute to an increase in wildfire activity during a period of extreme heat and drought.

On October 12, 2021, the Board reviewed the prohibition, including hearing from the Mono County Sheriff/Emergency Operations Manager and Public Works Director that weather conditions had shifted, therefore making the prohibition unnecessary. On October 9, 2021, the Inyo National Forest announced its rescission of Stage II fire restrictions based on the same information. The Board directed staff to return with an ordinance to rescind ORD21-08. The proposed ordinance would rescind ORD21-08, thereby repealing the prohibition on open fires on private property or in County-operated campgrounds. The item is proposed as an urgency measure to immediately address the rapid shift to cold weather which potentially threatens the health and safety of those who are camping outdoors or unhoused and require a fire for warmth.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.



ORDINANCE NO. ORD21-\_\_

**AN URGENCY ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS RESCINDING ORD21-08 WHICH  
PROHIBITED OPEN FIRES ON PRIVATE PROPERTY AND IN COUNTY-  
OPERATED CAMPGROUNDS WITHIN THE  
UNINCORPORATED AREAS OF MONO COUNTY**

**WHEREAS**, on August 17, 2021, the Board of Supervisors adopted Urgency Ordinance 21-08, which prohibited open fires on private property within unincorporated Mono County and in County-operated campgrounds, due to conditions of extreme fire danger in the region; and

**WHEREAS**, the Board's enactment of these prohibitions coincided with the enactment by federal land management agencies within the region of similar restrictions; and

**WHEREAS**, early winter storms have delivered precipitation to Mono County which, combined with lowered temperatures and shorter days, has reduced (but not eliminated) the risk of fire; and

**WHEREAS**, on October 9, 2021, the Inyo National Forest rescinded its Stage II fire restrictions thereby allowing campfires in designated developed recreation sites and propane and gas stove use in dispersed camping and wilderness areas; and

**WHEREAS**, in recognition of the above changed conditions, and because colder temperatures pose different dangers to individuals who camp outside or are otherwise exposed to the elements, the Board of Supervisors now desires to rescind the prohibition on open fires on private property and in County-operated campgrounds enacted by ORD21-08;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS** that:

**SECTION ONE:** Ordinance 21-08 is hereby rescinded.

**SECTION TWO:** This ordinance shall become effective immediately upon its adoption as an urgency measure pursuant to Government Code sections 65858 and 25123. 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption.

///////

1 **PASSED, APPROVED and ADOPTED** this 19<sup>th</sup> day of October, 2021, by the  
2 following vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**

7  
8 \_\_\_\_\_  
Jennifer Kreitz, Chair  
Mono County Board of Supervisors

10 **ATTEST:**

**APPROVED AS TO FORM:**

11  
12 \_\_\_\_\_  
Clerk of the Board

13  
14 \_\_\_\_\_  
County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 19, 2021

**Departments: Finance**

**TIME REQUIRED**    1 hour 45 minutes

**SUBJECT**            Revenue Workshop

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Russ Branson, Consultant; Janet  
Dutcher, Finance Director; Megan  
Mahaffey, Accountant III

**AGENDA DESCRIPTION:**

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

Revenue workshop exploring opportunities for expanding existing revenues or generating new revenues, and factors for the Board to consider in formulating a revenue enhancing strategy.

**RECOMMENDED ACTION:**

Provide direction to staff on next steps requested by the Board of Supervisors.

**FISCAL IMPACT:**

None at this time.

**CONTACT NAME:** Megan Mahaffey

**PHONE/EMAIL:** 760-924-1836 / mmahaffey@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
10/13/2021 10:18 AM	County Counsel	Yes
10/14/2021 4:45 PM	Finance	Yes

10/15/2021 3:08 PM

County Administrative Office

Yes



# DEPARTMENT OF FINANCE

## AUDITOR-CONTROLLER

### COUNTY OF MONO

---

Kim Bunn  
Assistant Finance Director  
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA  
Director of Finance

Gerald Frank  
Assistant Finance Director  
Treasurer - Tax Collector

**Date:** October 19, 2021

**To:** Honorable Board of Supervisors

**From:** Janet Dutcher, Finance Director  
Megan Mahaffey, Accountant III

**Subject:** Revenue Workshop

#### Discussion

In May of 2021 we provided your board with financial forecasts prepared by Russ Branson projecting the long-term financial health of Mono County to provide data for better fiscal management of scarce public resources. As we talked about last week, planning five years or more in advance is a characteristic of fiscally resiliency organizations, a strategic priority Mono County adopted back in 2018. Today's agenda item is the Revenue workshop requested by your board last May after Russ Branson presented the Mono County General Fund long-term forecast and scenario modeling. The presentation in May included five scenarios for Mono County.

#### *Alternative forecasts from May 2021 (scenario modeling)*

Scenario #	Scenario Description	Outcome
1*	Adjust for historic under-spending of the budget	Fund balance stabilizes at just under \$6 million
2	Higher property taxes and TOT revenues while spending remains the same	Fund balance rises quickly to \$9 million and would continue climbing
3	COLAs match inflation	Fund balance is \$0 by FY 26
4	Incorporate annual capital investments (\$1.5 million per year)	Fund balance turns negative by FY 24
5	All of the above scenarios combined together	Fund balance turns negative by FY 24

\* included in scenarios 2 to 5.

Mono County currently relies on a limited set of revenues in the General Fund. This revenue base is stable but growing at a slower rate than expenditures. Since 2018 County expenditures have grown at 2.3% while revenues have grown at less than 1% per year. Today's workshop will suggest ways Mono County could grow existing revenue streams and visit some options for creating new revenue streams. The focus of this workshop is the General Fund. Given that our

expenses are growing at a faster rate than our revenues, it is important to evaluate our options early so that we can ensure Mono County can continue to produce a balanced budget.

***Opportunities for growth or expansion of existing revenue sources include:***

1. Property tax – by either increased assessed value or new development.
2. Transit Occupancy Tax – with voter approval a 2% increase in TOT from 12% to 14% would increase revenues by ~ \$550,000 per year.
3. Sales Tax – through attracting new County retailers, increased local buying, or voter approval of add on tax. A ½ cent increase would generate ~ \$300,000 per year.
4. Service charge increases – annual revisiting of cost allocation plan and public service fee recovery to ensure cost recovery is kept up to date.
5. Intergovernmental – by either negotiating (lobby?) increasing the PILT with the Federal government, or reducing the need to subsidize the Paramedics and Fire Districts.

***New revenue opportunities include:***

1. Voter approved revenues –Parcel tax, or Property Business Improvement District (PBID)/ Tourism Business Improvement District(TBID).
2. User Charges – explore full cost recovery through user fee study currently under way and will be presented to your board in February 2022. Consider what services are delivered for free.
3. New Development – implement policy with “pay for itself” principle for all new development.
4. Grants – adopt a grants policy, ensure identified only for Mono County needs, and consider grants with full recovery of administrative costs.
5. Affordable Housing – Build internal and external capacity to develop partnerships and funding strategies.

As Russ Branson presents options for increasing revenues to achieve a structurally balanced budget, remember it is also critical to invest in infrastructure replacement and take care of deferred maintenance as well as set aside reserves for future needs. Previously identified needs include: Parks, Roads, Community Centers, Affordable Housing, Radio infrastructure, New Jail, and a Childcare facility in Walker area. At a minimum, Mono County needs to increase revenues to meet the increasing rate of expenditures.

# Mono County Revenue Workshop

October 19, 2021

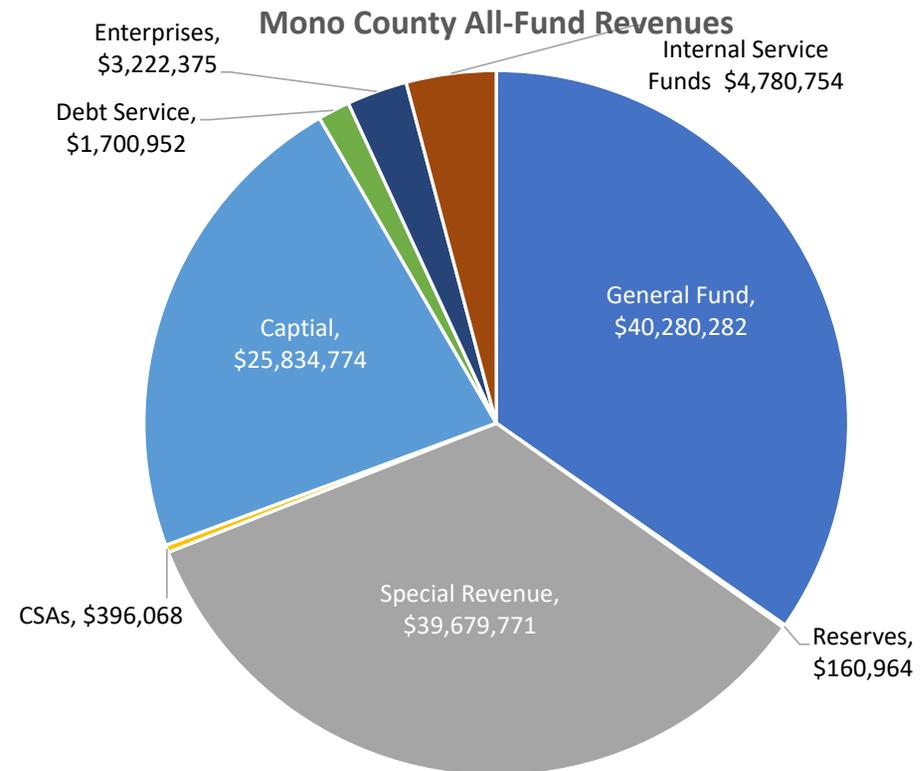
# Agenda

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- General Fund Revenues & Opportunities
- New Revenue Opportunities
- A Look at Expenses

# Countywide Revenues

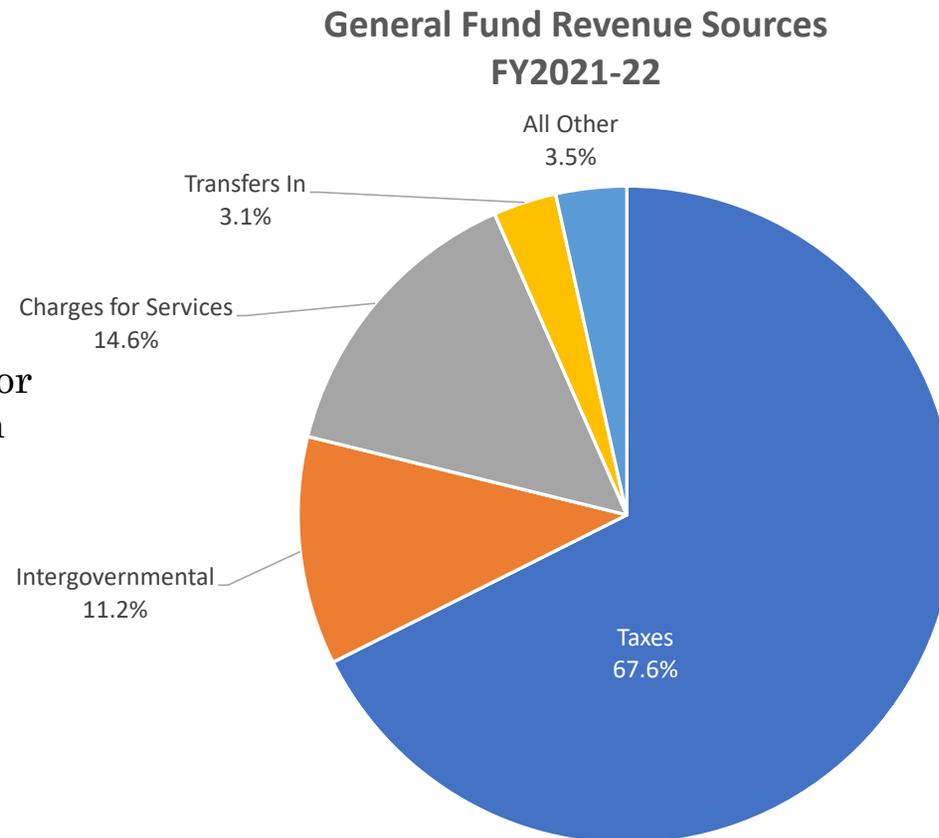
- Total \$116 Million County budget
- General Fund comprises nearly half of all operating revenues for the County
- General Fund provides the majority of general public services for County residents
  - Public Safety
  - Community Development
  - Engineering
  - Administration
- Focus of this analysis is on General Fund



# General Fund Revenues & Opportunities

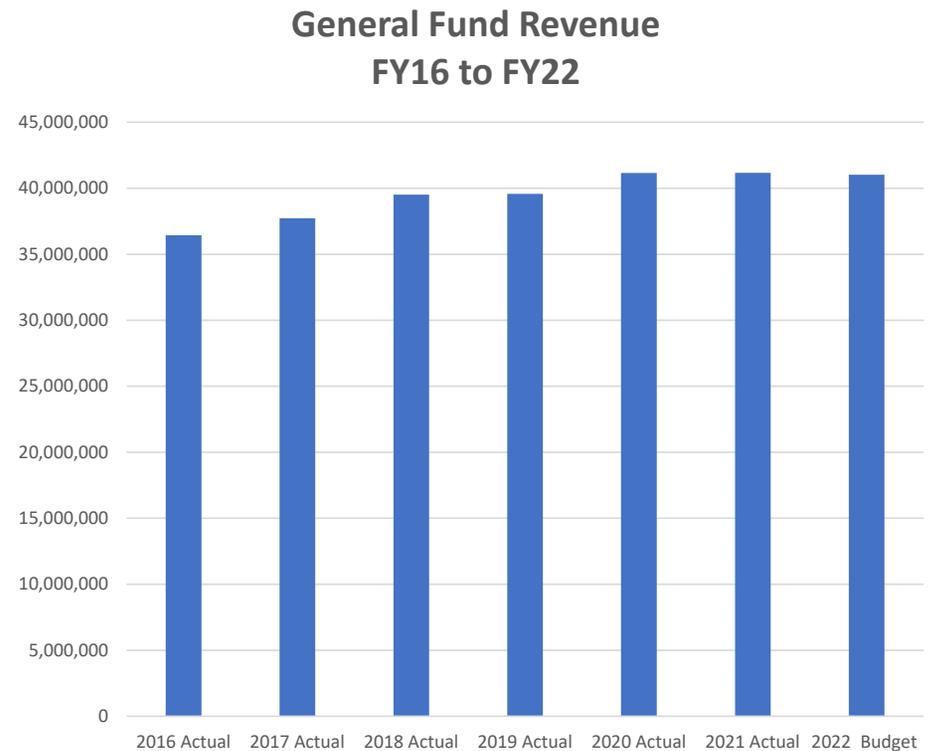
# Mono County GF Revenue | Sources

- The County relies on a limited set of revenues in its General Fund
  - **Taxes = 67.6%**
  - **Fees and Charges = 14.6%**
  - **Intergovernmental = 11.2%**
  - **All Other = 6.6%**
- This revenue base provides stability for the County **BUT** also limits growth in General Fund revenues



# Revenue Growth

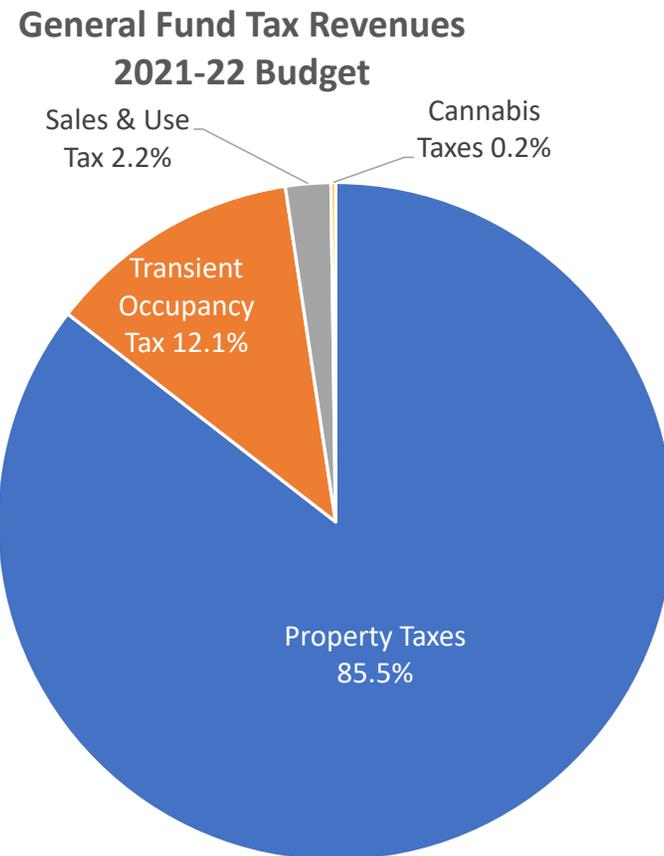
- General Fund revenues have grown by 2.0% per year (compounded annual growth rate) since FY16
- Since FY18, the annual growth has been **less than** 1% per year—well below inflation



# Taxes

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- Property tax includes VLF in-lieu
- Will break down each of the major sources

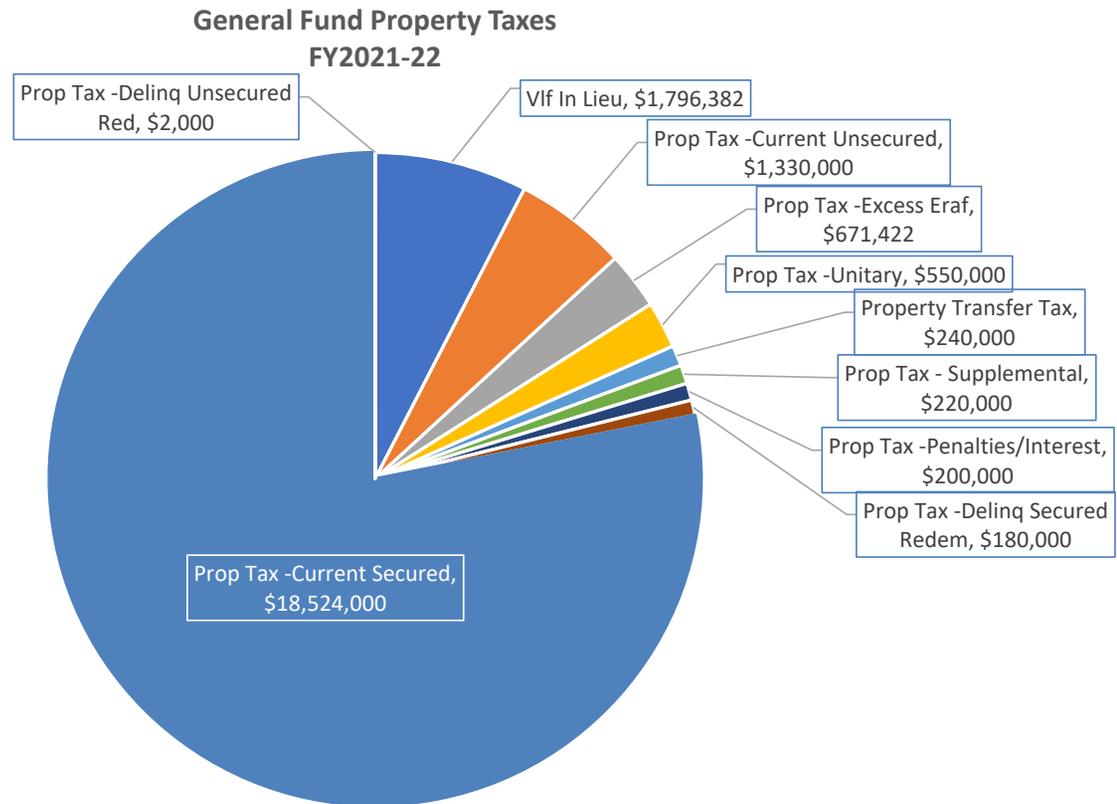




## Property Taxes

# Taxes | Property Tax

- Secured and Unsecured property tax comprise 83.7% of all property taxes
- VLF In-Lieu is 7.6%
- Excess ERAF is a volatile/uncertain revenue

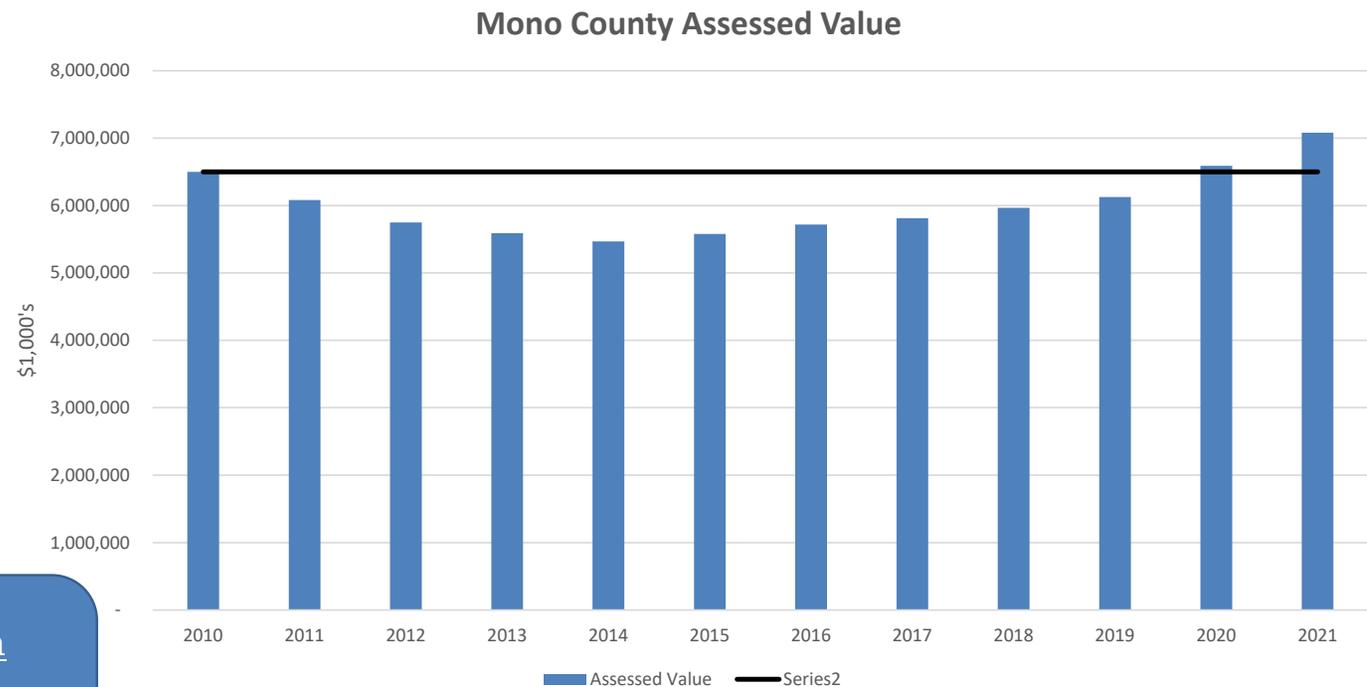


# Property Tax | AV Growth

- While property taxes have been on the rise for the last several years, they just exceeded their FY2009-10 peak in 2020
- This source is >85% of all taxes and has languished for the last 10+ years

## Property Tax Growth

- CPI (up to 2%)
- AV reset on resale
- New development



# Property Tax | Options to Increase

- GF property tax increases with: 1) increased assessed value, and 2) new development

Tax	Use	Increase Rate	Increase Base	Create New
Property Tax & VLF In-Lieu	General Operations	Not allowed	New Growth/Increased Value	Not Allowed
General Obligation Bonds	Capital	Allowed with 2/3 vote	If approved by voters	Allowed with 2/3 vote
Property Transfer Tax	General Operations	Statewide rate of \$1.10/\$1,000 value	Depends on number and value of sales	Not allowed

A stylized green graphic on a blue background depicting a person sitting at a table. The person is shown from the side, with a circular head and a rounded body. The table is a simple rectangular shape with rounded corners. The entire graphic is rendered in a solid green color.

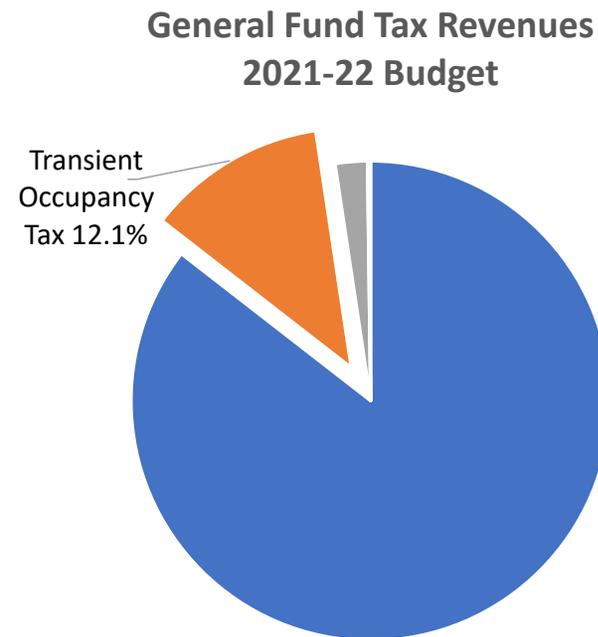
# Transient Occupancy Tax

“TOT” or “Hotel Tax”

# Transient Occupancy Tax (“TOT”) | Context

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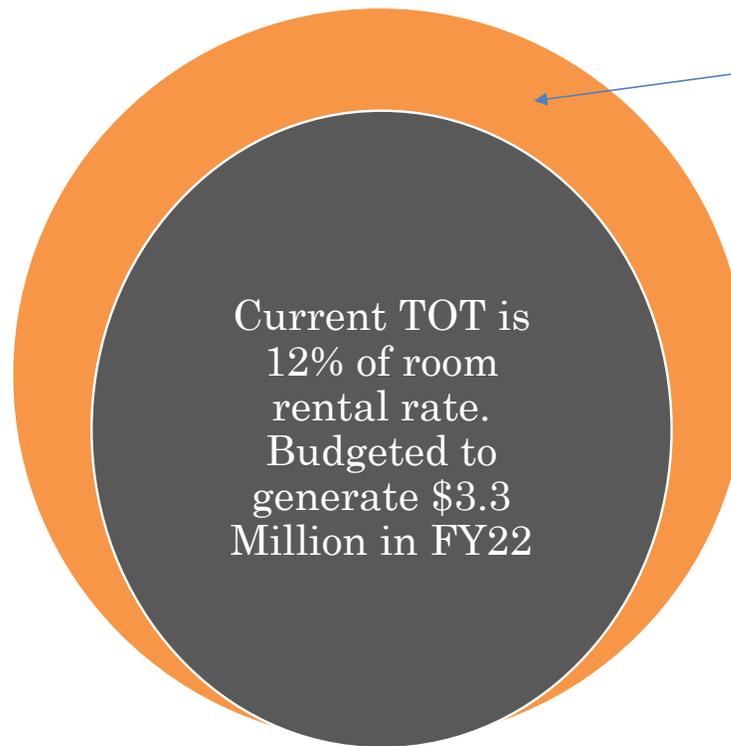
- Second Largest Funding Source in the General Fund
- No major impact from the pandemic
- Without rate increase, TOT is dependent on market forces (new hotels or rentals, rates increases, etc.) for increases in annual revenue



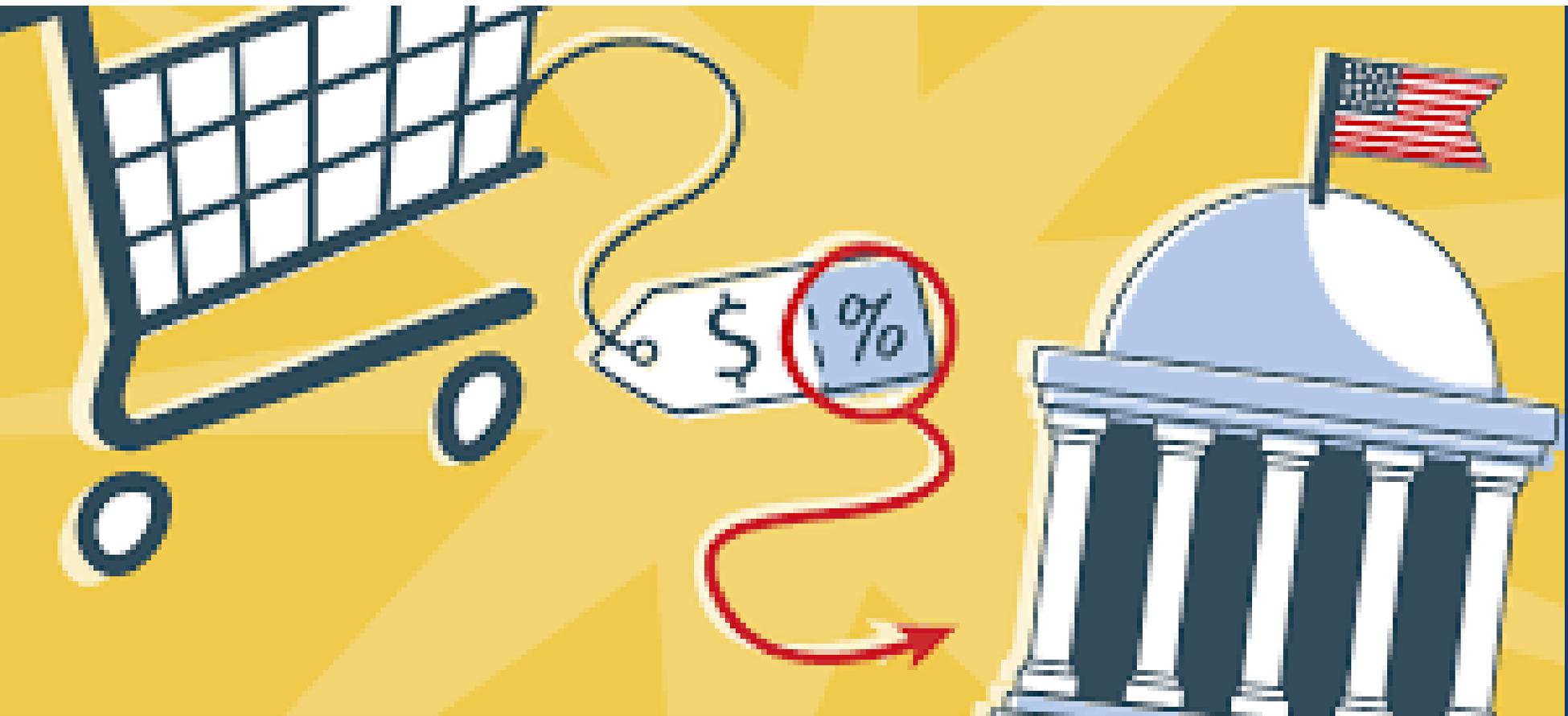
# TOT | Option to Increase

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Increase in TOT must be approved by a majority of County voters (for a General Tax) and two-thirds of voters if revenue is used for a specific purpose (“special tax”)



Increasing TOT to 14% should increase revenue ~ \$550,000 per year

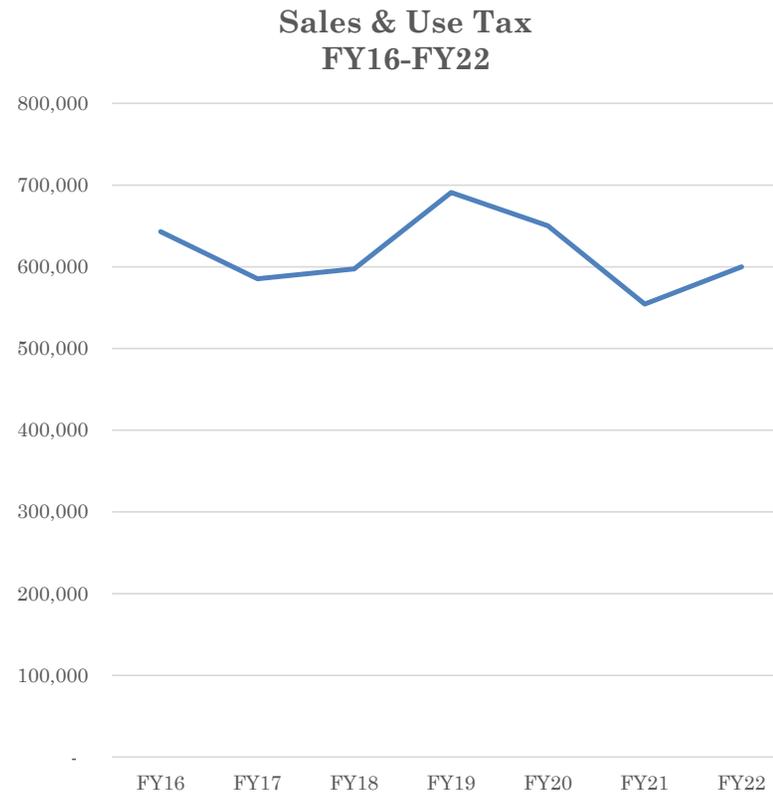


## Sales Taxes

# Sale Taxes | Historical Change

- Sales taxes are volatile and comprise only 2.2% of the County's General Fund budget
- Ways to increase sales tax revenues are:
  - **Economic development -- attracting new County retailers**
  - **General inflation/increased local buying**
  - **Voter approval of an add-on transaction tax**

A ½ cent transaction tax add-on will generate approximately \$300,000 annually (at current taxable sales rates)





Charges for Service

# Charges | Source of Revenues

## Mono County Users Charges and Fees

Charge	Amount
Internal Service Charges	\$2,242,858
Ambulance Fees	\$1,450,000
Property Tax Admin	\$407,885
Law Enforcement	\$400,040
IT Service Contracts	\$307,000
Labor Reimbursement	\$190,000
All Other	\$742,132
<b>Total</b>	<b>\$5,739,915</b>

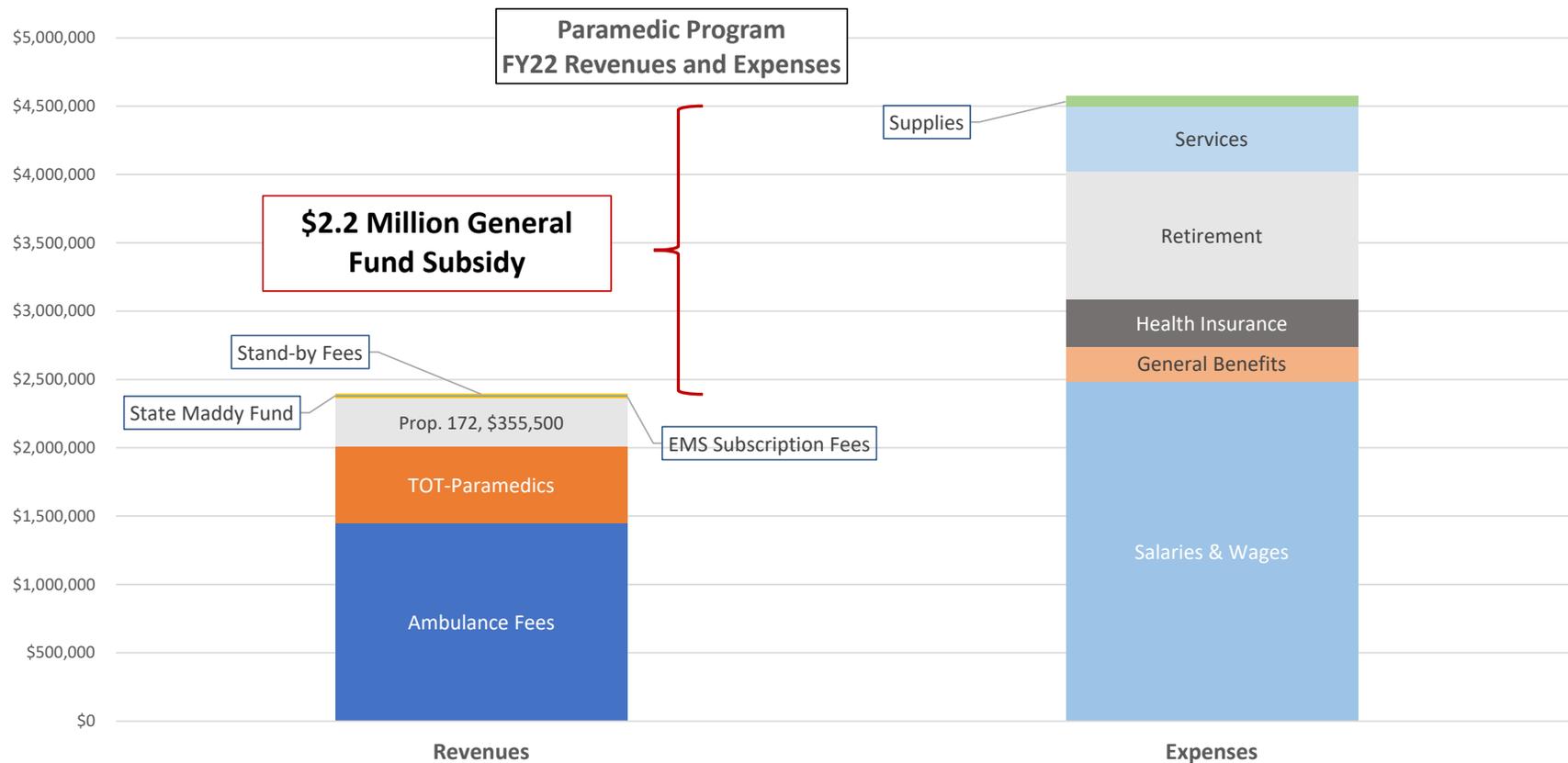
Perform annual cost allocation plan to keep current with charges

Work towards full cost recovery

Evaluate Subsidies

Increase to keep up with program costs and inflation

# General Fund Subsidies | Paramedics



# Subsidies | Evaluate Other Programs

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- County provides services in several areas:
  - External audits
  - Investment Pool
  - IT services for Mammoth
  - Dispatch for Mammoth

## Review shared services for:

- Recovery of actual cost
- Trade of services with other agencies
- Ensure subsidies are based on Board policy



Intergovernmental

# Intergovernmental | Source and Options

## FY22 Intergovernmental Revenue

Federal	FY22 Amount
PILT	\$1,329,099
Victim/Witness Grant	\$330,612
Tobacco Settlement	\$155,000
Other	\$41,000
<b>Total</b>	<b>\$1,855,711</b>
State	
Prop. 172	\$1,572,000
Rural law enforcement	\$500,000
COPS - Sheriff	\$125,000
Boat Safety	\$131,065
OES	\$127,970
Ag Weights & Measures	\$99,000
Property Tax Relief	\$38,834
Reimbursements	\$43,035
Revenue Stabilization	\$21,000
Fish & Game PILT	\$15,576
Motor Vehicle Theft Prev.	\$15,000
Other	\$40,700
<b>Total</b>	<b>\$2,729,180</b>
Other	
<b>Other Gov't Agencies</b>	<b>\$19,992</b>

Negotiate a higher payment from Feds

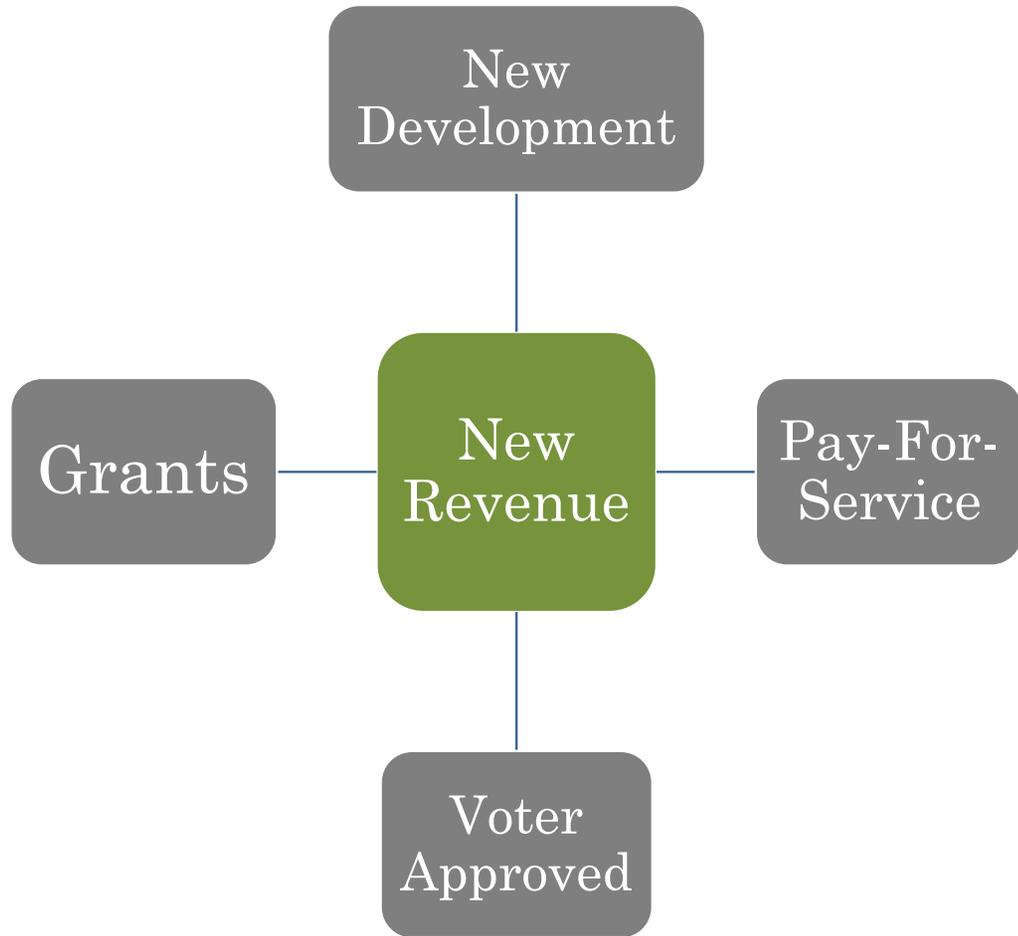
Reduce need to subsidize potentially self-supporting programs (Paramedic \$355,000 and transfer out \$150,000 to fire districts)

# New Revenue Opportunities

# Revenue Opportunities

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When to think about new revenue opportunities



# Voter-Approved Revenues

Revenue	General or Special?	Voters	Potential Revenue	Benefit to General Fund
Transient Occupancy Tax	Can be either	Countywide	~ \$275,000 per 1% increase	General Tax 100% GF
Add-on Sales Tax	Can be either	Countywide	~ \$150,000 per \$0.05 increase	General Tax 100% GF
Parcel Tax	Special	Countywide	~ \$1M per \$100 tax	100% if used for Paramedic Program, e.g.
PBID/TBID	Special Assessment	Property Owners in District	Depends on size and what is funded	For specific BID-related services
Mello-Roos or Assessment Dist.	Special	Voters or Property owners	Varies by district and what is funded	No, must confer special benefit for new services

# Enhanced Infrastructure Financing Dist.

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- **Tax-increment financing** from **consenting taxing agencies** (cannot include schools)
- **Formation** – Board of Supervisors majority
- **Issuance of tax-increment debt** – 55% district voter approval
- **Use** – capital/environmental remediation/affordable housing/commercial rehab
- **Limitations** –
  - **Funding builds up over time.** Projects must either wait for funding or have start-up funding from other source
  - **Consent of taxing agencies.** Limited tax-increment based on who agrees to contribute
  - **No pay-go authority** – must issues debt requiring public vote
  - **Limits General Fund growth** of property taxes

# User Charges

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- **User Charges** – Recover costs of providing direct service or recovering cost of regulated services
- County is currently pursuing **study to evaluate all user charges and fees**

## Calculate Max User Charge Levels

- Cannot exceed reasonable cost of providing service

## Set Cost-Recovery Policies

- What is full cost?
- What is subsidized, and why?

# Development-Related

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*Principles: Development pay for itself/No additional unfunded impacts on services*

- **Impact Fees** – Cover all new development impacts
- **Mello-Roos and/or Assessment Districts**
  - Capital
  - New/increased services
- **PBIDS** – property assessment for specific property-related benefits
- **Affordable Housing** – Housing Mitigation Ordinance in place to help provide affordable housing

# Grants

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- **Grants require:**
  - Identifying needs
  - Having projects ready to go
  - Setting aside match
  - Putting together compelling applications
- **Identified County needs**
  - Parks
  - Roads
  - Community Centers
  - Affordable Housing
  - Radio infrastructure
  - New Jail
  - Childcare facility in Walker area

Grants may be by formula  
or competitive



# Affordable Housing

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- Build internal & external capacity to develop partnership and strategy
- Some current funding programs
  - **Homekey Program** – Grants to acquire and rehab. Variety of housing types to serve homeless or at risk of homelessness or at serious risk of illness from COVID
  - **CalHome** – Grants for first-time homebuyers and development of multi-unit ownership projects
  - **CDGB** – Funding for community development, economic development, community services, and housing
  - **Home** -- Loans for housing rehabilitation, new construction, and acquisition/rehabilitation
  - **Housing-Related Parks Program** – Park improvements associated with rental and ownership affordable housing projects
  - **SB2 Planning Grants** – one-time funding to adopt and implement plans and process improvements to streamline housing approvals and housing production
  - **ARPA funds** – One time funding of \$2.8 Million over next two years that can be used for housing

Funding from State will be at record levels over the next two years. A good deal of near-term grants/fundings will be to address homelessness and farm-worker housing

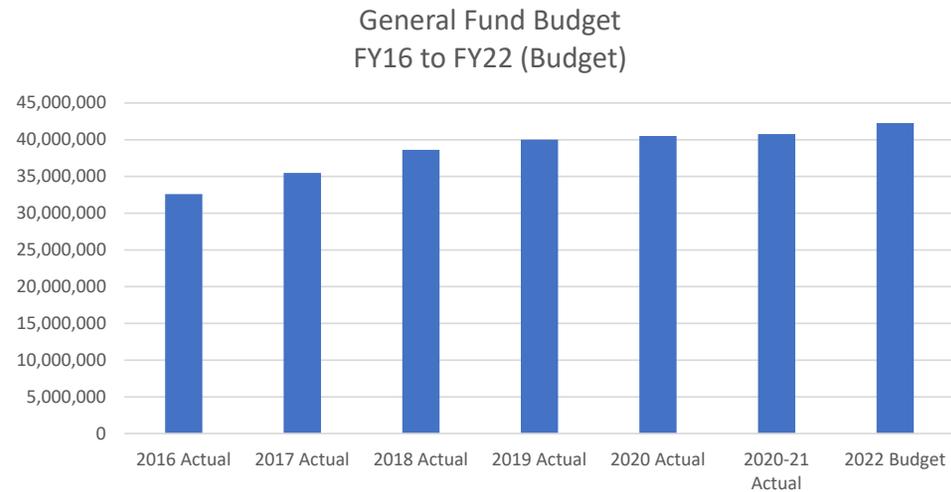
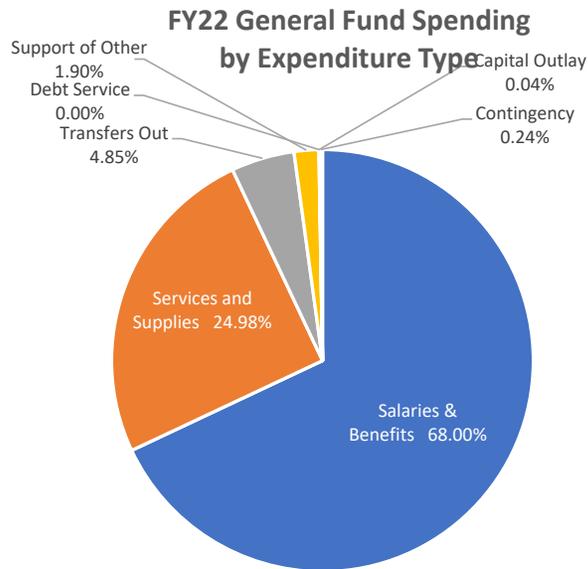
# Next Steps

Revenue	Action	Evaluation	Implementation
Voter-Approved	Identify countywide needs to be paid by taxes	Community Support	Place on ballot for majority vote
Charges for Service	Set cost-recovery policies	Current cost recovery vs. BOS goal	Adjust charges to meet policy levels
Development-Related	Set policies for new development	Impact of new development	Direction to staff via policies
Grants	Actively maintain awareness on opportunities	Benefit vs. Cost	Apply for grants that benefit the County
Affordable Housing	Create Capacity to be responsive to evolving opportunities	EE or RFQ	Approve Non-Profit partner

# A Look at Expenses

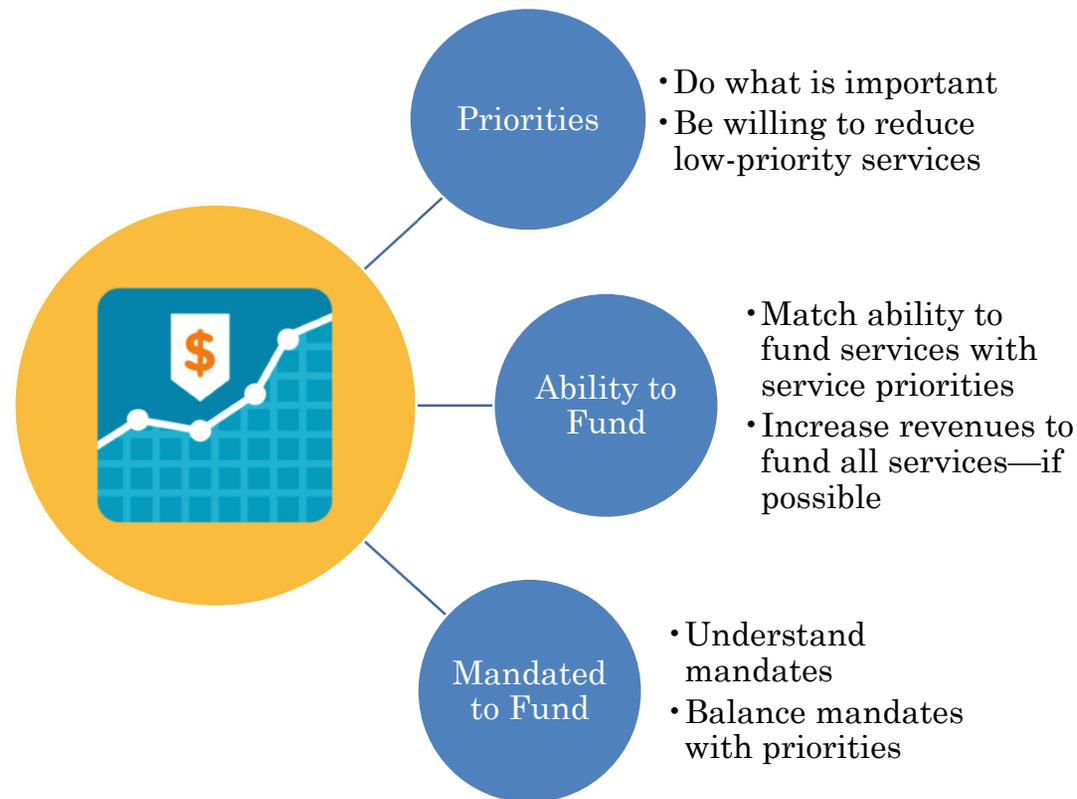
# General Fund Expense | Overview

- FY22 Budget has little for Capital
- Budget has grown 4.4% per year since FY16, BUT only 2.3% per year since FY18



# The Expense/Revenue Interplay

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# Questions, Discussion, & Direction



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 19, 2021

**Departments: CAO, Public Health**

**TIME REQUIRED**    30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robert C. Lawton, CAO, Bryan  
Wheeler, Public Health Director

**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.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Robert C. Lawton

**PHONE/EMAIL:** 760-932-5415 / rlawton@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time	Who	Approval
10/13/2021 11:03 AM	County Counsel	Yes
10/7/2021 12:51 PM	Finance	Yes
10/15/2021 3:08 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 19, 2021

**Departments: Mountain View Fire Emergency Operations Center**

**TIME REQUIRED**    10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Justin Nalder, EOC Director

**SUBJECT**            Mountain View Fire Update and  
Review of Emergency Declarations

**AGENDA DESCRIPTION:**

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

(Continued from October 12) Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

**RECOMMENDED ACTION:**

Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts.

Determine whether there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

**FISCAL IMPACT:**

Continuation of the declared emergencies supports the County's eligibility for state disaster assistance while debris efforts are still underway. Debris removal costs are eligible for reimbursement only when there is an immediate threat to public health and safety.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** x1704 / [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Board Declaration of Emergency</a>
<a href="#">Health Officer Declaration</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/14/2021 9:01 AM	County Counsel	Yes
10/14/2021 11:15 AM	Finance	Yes
10/15/2021 3:18 PM	County Administrative Office	Yes

**County Counsel**  
Stacey Simon

**OFFICE OF THE  
COUNTY COUNSEL**

**Telephone**  
760-924-1700

**Assistant County Counsels**  
Christian E. Milovich  
Anne L. Frievault

*Mono County*  
South County Offices  
P.O. BOX 2415

**Facsimile**  
760-924-1701

**Deputy County Counsel**  
Emily Fox

MAMMOTH LAKES, CALIFORNIA 93546

**Paralegal/Office Manager**  
Kevin Moss

To: Board of Supervisors  
From: Stacey Simon  
Date: October 12, 2021  
Re: Review of Emergency Declarations – Mountain View Fire

**Recommended Action**

Review need for continuing local emergency declared by the Board of Supervisors on November 17, 2020, and for continuing the local health emergency declared by the Mono County Health Officer on November 19, 2020, (ratified by the Board of Supervisors on November 24, 2020).

Determine that the need for continuing the declarations of emergency continues to exist or determine that need no longer exists and terminate one or both declarations.

**Strategic Plan Focus Areas Met**

- Economic Base     Infrastructure     Public Safety  
 Environmental Sustainability     Mono Best Place to Work

**Discussion**

On November 17, 2020, a fire broke out in the Community of Walker (the “Mountain View Fire”) in the midst of a hurricane-force wind event. More than 140 structures were destroyed, including 74 homes. On that date, by emergency action, the Board of Supervisors declared a state of local emergency under the California Emergency Services Act (CESA) (Cal. Gov’t Code § 8630). On November 19, 2020, the Governor of the State of California also proclaimed a State of Emergency under CESA, and the Mono County Health Officer declared a local health emergency under Health and Safety Code § 101080, related to the presence of hazardous and toxic materials associated with fire debris. The Board of Supervisors ratified the Health Officer’s declaration on November 24, 2020.

Under the CESA, the Board must review the need for continuing the local emergency at least once every 60 days until it terminates the emergency. Under Health and Safety Code § 101080, the Board must review the need for continuing the local health emergency at least once every 30 days. Under both provisions, the Board must terminate the local emergency at the earliest possible date that conditions warrant.

This item is on the Board's agenda for a review of the conditions necessitating the declarations of emergency as follows:

**1. Declaration of Local Health Emergency**

A local health emergency exists under § 101080 when an area is affected by release or escape of hazardous waste which is an imminent threat to the public health or imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent.

The bulk of hazardous waste cleanup on affected properties was recently completed by CalOES, however, there remain several properties which have not been remediated. Staff will present additional information regarding the status of the remaining properties and options available to address them.

**2. Declaration of Local Emergency**

A local emergency exists under subdivision (c) of section 8558 of the CESA when conditions exist of disaster or of extreme peril to the safety of persons and property caused by fire, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the local government and require the combined forces of other entities to combat.

Staff will present additional information regarding the continued existence of these conditions at your meeting.

**Attachments:**

November 17, 2020 Board Declaration

November 19, 2020 Health Officer Declaration

November 24, 2020 Board Ratification of Health Officer Declaration



R20-101

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DECLARING  
A LOCAL EMERGENCY DUE TO SEVERE WILDFIRE IN THE ANTELOPE  
VALLEY AREA CAUSED BY THE MOUNTAIN VIEW FIRE**

**WHEREAS**, today, November 17, 2020, during a severe wind event, a fast-moving fire erupted in the Antelope Valley in Northern Mono County (the “Mountain View Fire”); and

**WHEREAS**, by 4:00, the fire had destroyed structures and homes and taken at least one life; evacuations are ongoing, and animals have been let free; and

**WHEREAS**, the Board has determined that conditions of disaster and extreme peril exist which are beyond the control of the normal protective services, personnel, equipment, and facilities within the County of Mono;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Mono, State of California, does hereby declare a state of emergency as a result of the Mountain View Fire in Northern Mono County, based on the findings stated above and other information presented to it during its meeting of today’s date.

**BE IT FURTHER RESOLVED THAT** consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act, in addition to any and all recovery assistance the State of California can provide, are requested to respond to the emergency herein described, including as necessary to respond to such eligible damages resulting from the emergency which may later be discovered.

**PASSED, APPROVED and ADOPTED** this 17th day of November 2020, by the following vote, to wit:

**AYES:** Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

**NOES:** None.

**ABSENT:** None.

**ABSTAIN:** None.

Stacy Corless, Chair  
Mono County Board of Supervisors

**ATTEST:**

Queenie Barnard (Nov 18, 2020 12:25 PST)

Clerk of the Board

**APPROVED AS TO FORM:**

Stacey Simpson (Nov 18, 2020 12:40 PST)

County Counsel



# MONO COUNTY HEALTH DEPARTMENT

## LOCAL PUBLIC HEALTH ORDER

P.O. BOX 3329, MAMMOTH LAKES, CA 93546 • PHONE (760) 924-1830 • FAX (760) 924-1831

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**EMERGENCY ORDER OF THE MONO COUNTY HEALTH OFFICER  
DECLARING A LOCAL HEALTH EMERGENCY DUE TO THE  
MOUNTAIN VIEW FIRE; LIMITING RE-ENTRY TO AFFECTED AREAS TO  
PROTECT PUBLIC HEALTH AND SAFETY; AND PROHIBITING ENDANGERMENT  
OF THE COMMUNITY THROUGH THE UNSAFE REMOVAL,  
TRANSPORT, AND DISPOSAL OF FIRE DEBRIS**

**WHEREAS**, the Mono County Board of Supervisors proclaimed a local state of emergency on November 17, 2020, and the Governor issued a Proclamation of a State of Emergency on November 19, 2020, due to conditions of extreme peril caused by the Mountain View Fire, which destroyed 96 homes and damaged various other structures, including Mono County's solid waste transfer station, in the Walker area of Mono County; and

**WHEREAS** the potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential structure fires contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well-documented; and

**WHEREAS**, the combustion of building materials such as siding, roofing tiles, and insulation result in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. Wells may be contaminated and require chlorination following a period of power outages. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have burned in the fire, also producing hazardous materials; and

**WHEREAS**, exposure to hazardous substances may lead to acute and chronic health effects, and may cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community, and

**WHEREAS**, areas affected by the fire were evacuated by Incident Command, and reentry by residents and the public for safety reasons must be regulated until such time as hazardous materials inspection and removal is conducted; and

**WHEREAS**, California Health and Safety Code section 101080 authorizes the local health officer to declare a local health emergency in areas affected by release or escape of hazardous waste which is an imminent threat to the public health or imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

**WHEREAS**, Health and Safety Code section 101040 further authorizes the Health Officer to issue orders to protect public health and safety in the context of a local emergency; and

**WHEREAS**, the Mono County Health Officer finds that the Mountain View Fire has created conditions hazardous to public health and safety in the form of contaminated debris from household hazardous waste/materials and structural debris, which poses a substantial threat to human health and the environment unless its removal and disposal is performed in a manner that protects the public health and safety.

**NOW THEREFORE**, the Mono County Health Officer **DECLARES** and **ORDERS** as follows:

1. Pursuant to California Health and Safety Code sections 101040 and 101080, a local health emergency exists in Mono County due to debris resulting from the Mountain View Fire being or containing hazardous materials and the imminent and proximate threat of release thereof, which are public health hazards and immediate threats to the public health and safety.
2. Effective immediately and continuing until it is extended, rescinded, superseded, or amended in writing by the Public Health Officer, this Order continues existing closures and prohibits re-entry into specified areas affected by the Mountain View Fire as shown in Exhibit A (“Current Evacuation Area (11/19/20)”), which is attached to this Order and incorporated by this reference, until such time as those areas can be assessed for hazards and, where necessary, remediated.
3. Upon notification by the County of Mono’s Building and Environmental Health Divisions that additional areas or premises are safe to re-enter, the Health Officer may replace Exhibit A, without otherwise modifying this Order, by posting and distributing a revised map labeled “Current Evacuation Area” with the date of such revision and a reference to this Order.
4. In coordination with local law enforcement, re-entry for the limited purpose of retrieving possessions may be allowed, provided no hazards have been identified on the property being accessed.
5. Regardless of when re-entry occurs, no cleanup activities of burned structures or other construction activities shall commence without the prior written authorization of the County

of Mono's Building and Environmental Health Divisions and in compliance with adopted cleanup standards and construction safety guidelines.

6. Pending the enactment of additional requirements to address the Mountain View Fire disaster clean up, no debris bins shall be provided to property owners for the purposes of the removal of fire debris without the authorization of the Mono County Public Health Department – Environmental Health Division.
7. Pending the enactment of additional requirements to address the Mountain View Fire disaster clean up, property owners choosing not to participate in a State Fire Debris Clearance Program, if one is established in Mono County, must register with and obtain the permission of the Mono County Public Health Department – Environmental Health Division, before beginning the removal of fire debris and conduct their private debris removal, transport, and disposal in a manner that does not endanger the community.
8. No one shall temporarily occupy or camp on private property unless and until standards for such temporary occupancy are approved by the Mono County Building and Environmental Health Divisions, (and the Board of Supervisors if required under County or State law).

**IT IS FURTHER DECLARED**, pursuant to California Health and Safety Code section 101080, that the local health emergency created and presented by the Mountain View Fire shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the Mono County Board of Supervisors and shall be reviewed by the Board of Supervisors at least every 14 days until the local health emergency is terminated.

**IT IS SO ORDERED:**

Date: November 19, 2020

*Thomas Boo, MD*

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Dr. Tom Boo  
Mono County Public Health Officer

**EXHIBIT A**  
**CURRENT EVACUATION AREA (11/19/20)**

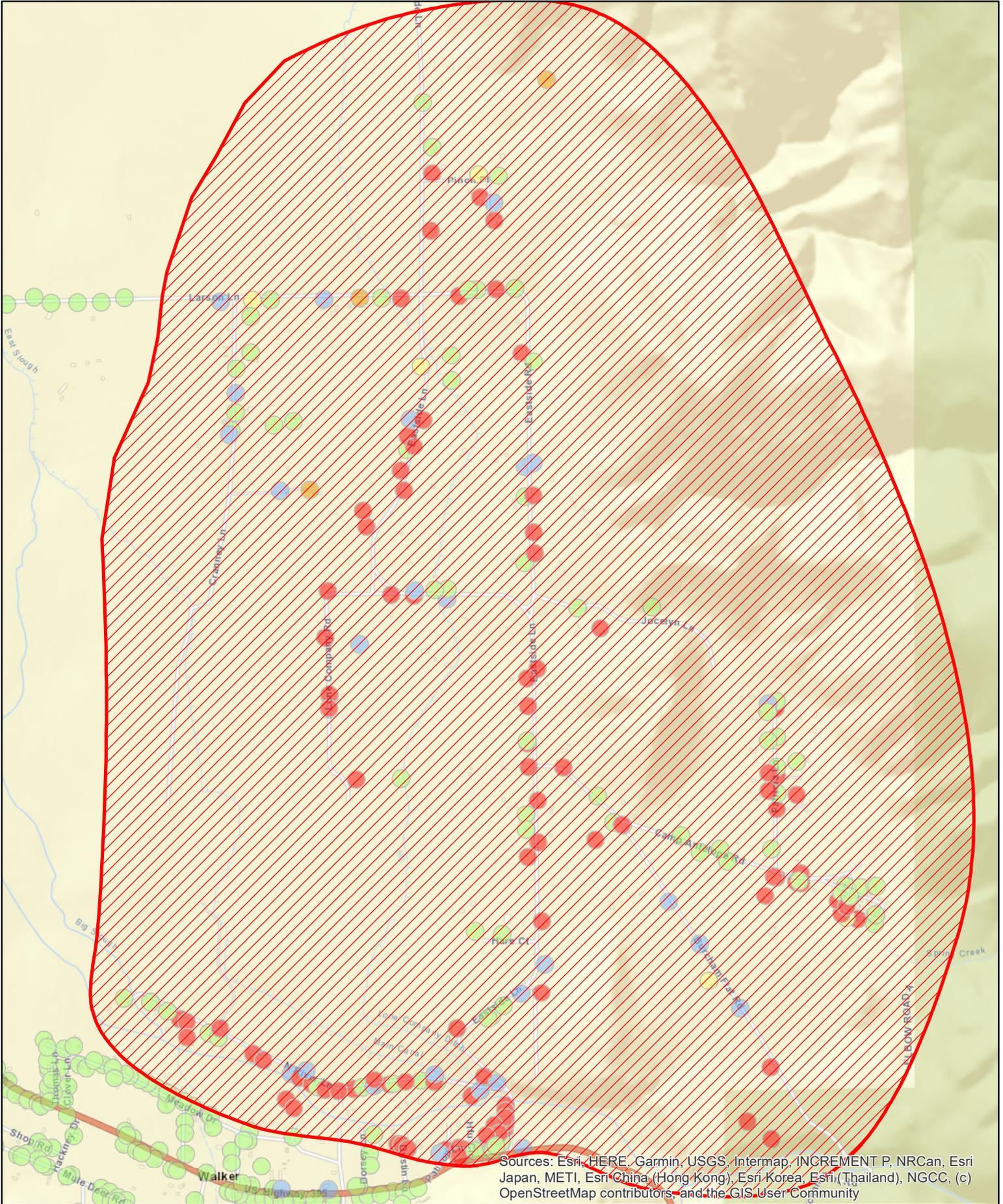


# CURRENT EVACUATION AREA

As of 11/19/2020 - 10:45a

For updates visit

<https://on.mono.ca.gov/mountainviewfire>



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



R20-102

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RATIFYING PROCLAMATION OF LOCAL HEALTH  
DUE TO THE PRESENCE OF TOXIC AND HAZARDOUS DEBRIS  
RESULTING FROM THE MOUNTAIN VIEW FIRE IN WALKER**

**WHEREAS**, the Local Health Officer did, on the 19<sup>th</sup> day of November, 2020, declare a local public health emergency in the County of Mono as a result of the Mountain View Fire, a fast-moving and devastating blaze which began on November 17, 2020, and burned more than 140 structures, including 74 homes which were completely destroyed and an additional 2 homes which were damaged, in the community of Walker, California; and

**WHEREAS**, the Health Officer declaration, which is hereby incorporated by this reference, included a restriction on re-entry into areas affected by the fire in order to protect the public from toxic and hazardous materials typically present following a fire that burns residential or commercial structures. The order also included guidance and restrictions for safe debris removal, transport and disposal; and

**WHEREAS**, the Mono County Building and Environmental Health Departments, with support, expertise and resources provided by the California Office of Emergency Services (CalOES), thereafter assessed the fire-damaged areas and a plan was made to allow residents to commence safely re-entering the area on November 22, 2020. The Health Officer therefore issued a revised order on that date allowing for controlled re-entry, but continuing the prior restrictions on debris removal, transport and disposal; and

**WHEREAS**, the continuation of these restrictions, as well as the continued assistance and resources of CalOES and others with expertise in remediating fire damage, remain necessary in order to protect public health, safety and the environment and are required for a safe and effective response to the conditions of disaster and extreme peril resulting from the Mountain View Fire, which is beyond the control of the normal protective services, personnel, equipment, and facilities within the County of Mono;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Mono, State of California, adopts the above findings and does hereby ratify the aforementioned proclamation of local health emergency and declares a continued state of local health emergency in the County which is beyond the control of the normal protective services, personnel, equipment and facilities within the County, as a result of the Mountain View Fire.

1 **BE IT FURTHER RESOLVED THAT** consideration for a U.S. Small Business  
2 Administration Disaster Declaration for Individual Assistance and funding through the California  
3 Disaster Assistance Act, in addition to any and all recovery assistance the State of California can  
4 provide, are requested to respond to the emergency herein described, including as necessary to  
5 respond to such eligible damages resulting from the emergency which may later be discovered.

6 **PASSED, APPROVED and ADOPTED** this 24th day of November, 2020, by the  
7 following vote, to wit:

8 **AYES:** Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

9 **NOES:** None.

10 **ABSENT:** None.

11 **ABSTAIN:** None.

12 

13 \_\_\_\_\_  
14 Stacy Corless, Chair  
15 Mono County Board of Supervisors

16 **ATTEST:**

17   
18 \_\_\_\_\_  
19 Queenie Barnard (Nov 24, 2020 12:57 PST)

20 Clerk of the Board

21 **APPROVED AS TO FORM:**

22   
23 \_\_\_\_\_  
24 Stacey Simon (Nov 24, 2020 13:14 PST)

25 County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 19, 2021

**Departments: Board of Supervisors**

**TIME REQUIRED** 15 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Supervisor Duggan; Stacey Simon,  
County Counsel

**SUBJECT** Comments on Groundwater  
Sustainability Plan (GSP) for the  
Owens Valley Groundwater Basin

### AGENDA DESCRIPTION:

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

The Owens Valley Groundwater Management Agency (OVGA) has released a draft groundwater sustainability plan (GSP) for the Owens Valley Groundwater Basin - which includes the Tri-Valley, Fish Slough, and the Wheeler Crest portions of Mono County. A special meeting will be held on December 9, 2021 and written comments will be accepted through November 8, 2021. Additionally, cities and counties may request consultation with OVGA regarding the draft plan in their discretion.

### RECOMMENDED ACTION:

Consider and potentially approve draft Mono County comments on the GSP and provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 7606483270 / [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Proposed letter</a>
<input type="checkbox"/> <a href="#">Correspondence Received</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/14/2021 11:02 AM	County Counsel	Yes
10/14/2021 5:00 PM	Finance	Yes
10/15/2021 3:09 PM	County Administrative Office	Yes

# Mono County Community Development

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PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

## Planning Division

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: October 19, 2021

To: **Honorable Mono County Board of Supervisors**

From: Wendy Sugimura, Community Development Director  
Michael Draper, Planning Analyst  
Stacey Simon, County Counsel  
Emily Fox, County Counsel

Re: **Draft Groundwater Sustainability Plan for the Owens Valley Groundwater Basin**

### RECOMMENDATION

1. Approve a letter on the draft Groundwater Sustainability Plan (GSP) for the Owens Valley Groundwater Basin.

### FISCAL IMPACT

The cost of implementing the GSP is the responsibility of the Owens Valley Groundwater Authority (OVGA). Mono County may choose to contribute funding through future budget decisions, but no decision needs to be made at this time.

### BACKGROUND

The OVGA is the Groundwater Sustainability Agency (GSA), formed through a Joint Powers Authority (JPA), for the Owens Valley Groundwater Basin and Fish Slough subbasin (Basin) which encompasses part of the Tri-Valley. Mono County sits on the OVGA Board with five other members, all of whom are located in Inyo County, and the number of votes per Board member were allocated based on funding contributions when the OVGA was formed.

Following the State's adoption of the Sustainable Groundwater Management Act (SGMA), the Basin was originally ranked as medium priority, then DWR proposed it be assigned high priority, and ultimately ranked the Basin as low priority in December 2019. Low priority basins are not required to be managed by a GSA and are encouraged, but not required, to complete a GSP. Due to the uncertainty in the Basin's ranking, the OVGA elected to prepare a GSP for the Basin and applied for and received grant funding prior to the low priority determination, and therefore elected to continue development of the GSP.

The GSP was developed by the OVGA in accordance with SGMA statutory and regulatory requirements. This GSP describes the Basin, develops quantifiable management objectives that account for the interests of beneficial groundwater uses and users, and identifies a group of management actions that will maintain sustainable conditions in the Basin for 20 years after plan adoption. This GSP also contains steps a GSA could undertake to manage pumping to address declining water levels in a portion of the Basin.

Implementation of all or parts of this GSP is at the discretion of the OVGA as long as the Basin remains ranked as low priority. Agencies can request to terminate membership in the OVGA following adoption of the GSP in accordance with the JPA.

The draft GSP was made available to the public on September 13, 2021. The deadline for public comment on the draft GSP is November 8, 2021. The OVGAs may consider adoption of the GSP at a special meeting on December 9, 2021. The deadline to submit the GSP to the California Department of Water Resources is January 20, 2022.

Please direct any questions to Wendy Sugimura (760-924-1814, [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov)) or Stacey Simon (760-924-1704, [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov)).



Jennifer Kreitz ~ District One    Rhonda Duggan ~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Stacy Corless ~ District Five

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5530 • FAX (760) 932-5531

*Scheereen Dedman, Clerk of the Board*

Owens Valley Groundwater Agency  
P.O. Box 337  
Independence, CA 93526

### Board Members and Staff of the OVGA:

Thank you for providing the Mono County Board of Supervisors with an opportunity to comment on the draft Groundwater Sustainability Plan (GSP) for the Owens Valley Groundwater Basin (Basin), released on September 23, 2021. In reviewing the document, it is clear that significant effort and resources were devoted to its development. The document is generally thorough, well-organized, and comprehensive.

Accordingly, Mono County's comments, provided below, focus on those items of particular concern and relevance to Mono County and its constituents. As a preface to those comments, the Board notes that Mono County, through this Board, is the only member of the Owens Valley Groundwater Authority (OVGA) Joint Powers Authority (JPA) which represents the citizens of Mono County – and that as such, its voice on matters affecting those areas should be given great weight.

#### 1. Recognition of Lack of Data Regarding the Tri-Valley Area

The GSP recognizes, and it is widely understood, that there is a lack of data regarding groundwater conditions in the Tri-Valley area. A discrete section should be inserted into the GSP explaining what data is available and recognizing that additional information is needed before firm conclusions can be drawn regarding groundwater conditions in the Tri-Valley.

Throughout the report, wherever statements or conclusions regarding groundwater levels in Tri-Valley are mentioned, the above section should be referenced and, if the conclusion that levels are declining is stated, it should be clearly identified as a tentative conclusion pending development of additional data.

Examples of locations where data limitations should be referenced include, but are not limited to:

- Section 2.2.2 (Historical Groundwater Conditions)
- Page 28 – “Benton and Chalfant show similar rates of decline”. In this location, the GSP should describe the data sources for the conclusion, indicate that the

conclusion is tentative pending development of more robust information and reference back to section explaining that data is incomplete/lacking.

## 2. Choice of Words

In several locations, a groundwater model for Tri-Valley is described as necessary because it is “a prerequisite to regulating pumping.” This message places the focus on regulating pumping and is not the message that should be sent. Please modify this language by emphasizing the need to acquire more data and information about groundwater conditions in Tri-Valley to determine appropriate management actions, rather than implying that regulating pumping will be the presumed management outcome.

Do not use term “overdraft” to describe conditions in Tri-Valley. This term infers/assumes that conditions are caused by agricultural pumping (rather than by other conditions, such as drought). Causes of suggested decline is not definitively known and the data is incomplete. Again, the section explaining data gaps should be referenced rather than conclusions drawn without complete data.

## 3. Potential Management Actions

Section 3.4.1.1 lists potential management actions in the Tri-Valley Area. These should be deleted since all assume that groundwater is declining and that agricultural pumping is the cause, despite incomplete data. If another cause is identified, then these management actions would not be appropriate. More data and information are needed to suggest appropriate potential management actions.

## 4. Defining Unreasonable Risk

Section 3.3.1.1 characterizes a risk of impact to three-to-eight of 189 domestic wells as “significant and unreasonable.” Three wells out of 189 is only 1.5% of all wells. Also, no information is provided regarding the quality of the potentially impacted wells (i.e., what is their depth, age, etc.?), which potentially affects their longevity. If potential impact to 1.5% of wells is significant and unreasonable, even without considering the quality of those wells, what is not significant?

## 5. Recommendation for Well Permitting Ordinance

The GSP includes a management recommendation for a well permitting ordinance which would apply throughout the Basin. Mono County is not interested in adopting an ordinance and/or enforcing such an ordinance adopted by OVGA through Mono County well permits. Mono County is willing to share well permitting data for monitoring and data collection, but unless more complete data is available concluding that water levels are declining and pumping is the cause, consideration of regulatory measures is highly premature and gives the impression of a predetermined outcome.

6. Jurisdictional Issues

Unresolved jurisdictional issues remain. Even if Mono elects to remain a member of OVGA, there is uncertainty regarding OVGA’s authority to regulate groundwater in Tri-Valley given the overlapping jurisdiction of the Tri-Valley Groundwater Management District (TVGMD). Because TVGMD is statutorily authorized to regulate groundwater within its boundaries (including extraction, recharge, permitting and other matters), how would a conflict of regulations between OVGA and TVGMD be resolved? Whether TVGMD’s authority pre-empts OVGA’s, and other related questions, must be resolved.

7. TVGMD Request for GSA Boundary Change:

The GSP should note TVGMD’s request that OVGA amend its boundaries to exclude lands within TVGMD’s jurisdiction. The GSP should also recognize that TVGMD has asserted its status as the Groundwater Sustainability Agency (GSA) for lands within its jurisdiction.

8. Wheeler Crest

There is very little discussion of the Wheeler Crest Area, which is part of the Owens Valley Management Area and covered by the Plan. This is undoubtedly due to the lack of conditions of concern and the robust monitoring system that is already in place in the region, but these conclusions should be specifically stated rather than inferred by omission. Please add language explaining that Wheeler Crest is within the Owens Valley Management Area and noting existing data monitoring points. This information should be included in the minimum thresholds and measurable objectives tables as well (see Section 3.2 – Basin Areas and Settings – add Swall Meadows and Wheeler Crest).

9. Mono County Land Ownership

Section 2.1.3 – the land ownership data for Mono County is incorrect. Only approximately 6% of the Mono County land base is privately owned, as opposed to the 17% cited in the GSP. Please revise the data in Section 2.1.3 accordingly and modify Table 2-2 as follows:

Owner	Acres	Percent total Acres
BLM	529347.79	26.33%
Private	130414.49	6.49%
LADWP	62735.742	3.12%
USFS	1192636.4	59.32%
State Lands Commission	53638.77	2.67%
Bureau of Indian Affairs (and Tribal lands)	841.4	0.04%
CA Dept of Fish and Wildlife	62.5	0.00%
County	1584.3434	0.08%
TOTAL	1971261.4	98.05%

## 10. Adjudicated Lands

The GSP should evaluate whether actions in the adjudicated areas are causing undesirable effects, preventing progress toward measurable objectives or triggering minimum thresholds. If so, then the OVGA should make a management recommendation to remediate those issues through the existing Long Term Water Agreement or other means in order to address the impacts specifically caused within the GSP boundary.

Thank you again for providing this opportunity to comment on the GSP. If you have any questions regarding this letter, please contact Mono County Community Development Director Wendy Sugimura at [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov) (760) 924-1814 or Mono County Counsel Stacey Simon at [ssimon@mono.ca.gov](mailto:ssimon@mono.ca.gov) (760) 924-1704.

Sincerely,

Jennifer Kreitz  
Chair, Mono County Board of Supervisors

Cc Tri-Valley Groundwater Management District

Dear Mono County Supervisors,

I am a residential property owner in Hammil Valley, Mono County. I was recently made aware that the Board of Supervisors will be commenting on the new GSP and voting sometime this winter on a motion to remove Mono County and the Tri-Valley communities of Benton, Hammil, and Chalfant from the Owen's Valley Groundwater Agency (OVGA). I want to voice my support for the new GPS and for Mono County staying in the Owen's Valley Groundwater Management Agency.

I live in the middle of Hammil Valley. Although I appreciate the greenery of the endless acres of alfalfa being grown around me because it is pretty, alfalfa is clearly not natural in this desert. I stare every day at literally thousands of sprinklers pumping full blast, day and night, for approximately eight months of the year. Meanwhile, it never rains in Hammil, so it is painfully obvious that the aquifer is barely being replenished.

In the past 18 years since my well was drilled, the static water level has dropped 43.2 feet--an average of 2.4 feet per year. I recently had to purchase a new pump and drop it 100 feet deeper to prepare for the next 20 years of living on our property. This number is consistent with the average drop in Hammil of roughly two feet per year for the past 30+ years, which my neighbors and other long-time residents have noted. I have studied the Mono County master plan for the Tri-Valley area, and I realize that one of the goals is to maintain the agricultural character of the Tri-Valley area, but the agriculture here is clearly having a major effect on groundwater depletion, and the production only seems to be increasing. Everyday truckloads of alfalfa leave our area, essentially exporting our groundwater for the sake of a profitable business.

The Tri-Valley areas of Benton, Hammil, and Chalfant all reside within Mono County, and they also reside within the Owens Valley. Geographically and economically speaking, the Tri-Valley areas are much closer to the Owens Valley and Inyo County than they are to most of the inhabited areas of Mono County. Traditionally, these three communities have managed their own groundwater through the Tri-Valley Groundwater Management District (TVGMD). I have participated in meetings and observed the views of the TVGMD. Their general view is a pro-agriculture stance that the groundwater should not be monitored or conserved. This is why they want Mono County to withdraw from the OVGA after the groundwater plan is finished.

Recently, through the passage of the state of California's first ever groundwater legislation, the OVGA was formed with the goal of producing a state-approved and scientifically-based groundwater plan. This board seems to have very honorable intentions towards achieving sustainable groundwater for everyone living in the Owen's Valley. They are not anti-agriculture and are open to developing strategies and plans that allow all of the different constituencies to survive. The OVGA has spent a sizable grant, enlisted knowledgeable and dedicated local people, and put in thousands of hours of work to formulate the nearly 1,000-page plan for Owens Valley Groundwater Sustainability. This plan includes a wealth of scientific data, community involvement, and interagency cooperation. Their goal is to help people to utilize and preserve the water in our beloved Owen's Valley, so that it is there for our lifetimes and for the lifetimes of future generations.

Let's face it--the state's groundwater legislation was enacted because we are in unprecedented times of drought. The need to regulate water resources is being felt all over the West. The Colorado River watershed is regulating water and decreasing supplies to entire states. Lake Mead is at its lowest level since it was built. The underground water that we all live on in the Tri-Valley area is not an infinite resource. I know that my neighbors who grow alfalfa are good, hardworking people who produce a valuable resource for animals, but if people want to keep living here in Benton, Hammil, and Chalfant for longer than a few more decades, we need to regulate our water pumping. Considering the thoroughness and resources that went into this plan, and the good intentions of the OVGA, I ask you all of you:

**WHY WOULD THE MONO COUNTY SUPERVISORS PULL OUT OF THE OWEN'S VALLEY GROUNDWATER MANAGEMENT AGENCY?**

I would love to hear your answers.

Thank you for your time, for reading this, and for getting back to me when you have a moment.

Sincerely,

Andy Puhvel (Hammil Valley)

October 15, 2021

Dear Mono County Supervisors:

I am an 18 year resident of Chalfant, with our home in close proximity to the Tablelands. A walk to the west right over the hill brings me to the northwest spring of Fish Slough. It is one of my favorite local destinations. It has recently come to my attention that there are challenges with groundwater sustainability in our beautiful Tri-Valley area and that our water use may be affecting Fish Slough springs and its unique species. I have much research yet to do. But what I do know is:

1. Agriculture, specifically the growing of alfalfa in the desert, uses a significant amount of water. A well researched plan for groundwater sustainability, especially in these times of severe drought, would be of paramount importance to sustain those agricultural businesses as well as to keep groundwater available for the many residents of the Tri-Valley area. The OVGA has done extensive research and monitoring and has come up with a Draft Groundwater Sustainability Plan.
2. Data from a resident in Hammil that has been monitoring his well for a number of years indicates a 3 foot drop since May 2021, and an average of 2.4 feet per year prior to this year. Residents are concerned about water levels in our wells dropping and property values being affected.
3. Data shows groundwater levels have been dropping, more so in the southern end than the northern end of the Tri-Valley area.
4. Though the hydrology of Fish Slough is complex, it is possible and probable that extensive groundwater pumping in the Tri-Valley area is affecting the viability of the springs in this Area of Critical Environmental Concern.

I know that the good people of the Tri-Valley area, agricultural concerns and residents, desire a sustainable water future. I plan to attend the Tri-Valley Groundwater Management District next week to hear more about the draft plan from Aaron Steinwand of OVGA. It is my belief that the best way to sustain our Tri-Valley groundwater is to remain with the OVGA and plan our water future together.

Thank you for your time.

Betsy McDonald, Chalfant resident  
PO Box 165  
Bishop, CA 93515

---

**From:** teacher\_debbie@aol.com <teacher\_debbie@aol.com>  
**Sent:** Friday, October 15, 2021 11:58 AM  
**To:** Queenie Barnard <qbarnard@mono.ca.gov>  
**Subject:** (Revised) Groundwater Sustainability

You don't often get email from [teacher\\_debbie@aol.com](mailto:teacher_debbie@aol.com). [Learn why this is important](#)

**[EXTERNAL EMAIL]**

Ms. Barnard - After sending my first Groundwater letter, I received additional information about the requirements and make-up of the board of Directors for the Tri Valley Groundwater Management District. I have learned that there will be openings in 2022 for 2 Director A positions, which are just resident landowners. I think the best course of action is to focus on having TV stay with the OVGA plan.

On Fri, Oct 15, 2021 at 9:39 AM <[teacher\\_debbie@aol.com](mailto:teacher_debbie@aol.com)> wrote:

I am a homeowner in Chalfant, CA. It is my understanding that for the last several years, the Owens Valley Groundwater Authority (OVGA) has had a sustainability plan to protect our groundwater supply.

For years the Tri Valley Groundwater Management District has gone along with the OVGA plan, but now, OVGA got qualified as a "low priority" district so they are thinking of pulling out. It would be unfortunate if OVGA left because at the present time OVGA has served as the watchdog and voice for private residents.

It is my understanding the Tri Valley Groundwater Management District is predominately composed of commercial water extractors, which have to be pumping a certain amount of water to be on the board; which equates to being an agricultural special interest group. Most people who live in the Tri Valley area are living on residential property, not ag property. These residents are not benefitting from the sale of alfalfa, but the value of our homes and availability of our water greatly affected. For most of us residents; the biggest asset we have is the value of the home and land we are living on. Without water that asset will be worthless.

I am an elderly, retired woman. My husband was killed in 2019 on Highway 6 a block from my home in Chalfant. Overnight, my limited source of income was cut in half. The value of my property is the biggest asset I have to see me through my remaining years. I strongly encourage you to continue to have private citizens as part of the decision making team that carries out a Groundwater Management Plan to protect the livelihood of all residents in the valley.

Deborah Lyn Lowgren  
83 Hunter Avenue  
Chalfant Valley, CA 93514  
760-872-4566



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 19, 2021

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Robert C. Lawton, CAO

**SUBJECT** Request for Proposals for Public Defender Services

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### AGENDA DESCRIPTION:

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

One of the County's three contracts for Public Defender (indigent defense) services expires at the end of this month. While current caseload does not require the immediate execution of a new contract, it is recommended that the County commence the process toward entry into a new contract by issuing the attached request for proposals (RFP).

---

### RECOMMENDED ACTION:

Direct the County Administrative Officer to finalize response dates and other details in the attached Request for Proposals (RFP) for indigent defense counsel services and to advertise and issue the RFP.

---

### FISCAL IMPACT:

None at this time. The County's existing contracts for indigent defense provide for monthly payment of \$14,565 for 2021.

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**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-924-1704 / ssimon@mono.ca.gov

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Announcement</a>
<input type="checkbox"/> <a href="#">Draft RFP</a>
<input type="checkbox"/> <a href="#">Sample contract</a>
<input type="checkbox"/> <a href="#">Exhibit A to contract</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/14/2021 11:01 AM	County Counsel	Yes
10/14/2021 11:19 AM	Finance	Yes
10/15/2021 3:17 PM	County Administrative Office	Yes



# COUNTY OF MONO

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P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5410 • FAX (760) 932-5411

*Robert C. Lawton*  
County Administrative Officer

*John Craig*  
Assistant County Administrative Officer

To: Board of Supervisors

From: Robert C. Lawton, CAO

Date: October 19, 2021

Re: Request for Proposals for Public Defender Services

## **Recommended Action**

Direct the County Administrative Officer to finalize response dates and other details in the attached Request for Proposals (RFP) for indigent defense counsel services and to advertise and issue the RFP.

## **Discussion**

One of the County's three contracts for Public Defender (indigent defense) services expires at the end of this month. While current caseload does not require immediate execution of a new contract, it is recommended that the County commence the process toward entry into a new contract by advertising and issuing the attached request for proposals (RFP).

Upon Board direction, staff will publish and circulate the attached RFP announcement to commence the process. The anticipated result will be execution of a new agreement either with the same persons and firm currently providing the services, or with a different person or firm, in January of 2022.

If you have any questions regarding this item prior to the meeting, please contact me at 760-932-5415.

**COUNTY OF MONO  
Invites Proposals  
For  
Public Defender Services**



The County of Mono invites proposals from attorneys or law firms interested in providing indigent defense services under Contract with the County in collaboration with two other attorneys currently under County contract. Work would commence no later than \_\_\_\_\_ 2022. Applicants must be attorneys who are active members of the California Bar in good standing. The Request for Proposal (RFP) may be found on the Mono County website at [www.monocounty.gov/](http://www.monocounty.gov/), or email the address below to obtain a copy. To be considered, proposals must be received at the Mono County Administrative Office by 5:00 p.m., \_\_\_\_\_, 2021. Proposals must meet the qualifications and satisfy the requirements set forth in the RFP. Applicants must provide four (4) copies of the proposal in a sealed envelope with the proposal title marked clearly on the outside and addressed to, or may email proposals to [dbutters@mono.ca.gov](mailto:dbutters@mono.ca.gov):

Mono County Administrative Office  
RFP Public Defender Services  
P.O. Box 696  
Bridgeport, CA 93517

**PROPOSALS RECEIVED AFTER THIS DEADLINE WILL BE RETURNED  
UNOPENED.**

All questions and correspondence should be directed via email to [rroe@mono.ca.gov](mailto:rroe@mono.ca.gov).  
All questions must be in writing to receive a response.

**COUNTY OF MONO**  
**REQUEST FOR PROPOSALS**  
**INDIGENT DEFENSE SERVICES**



**Proposal Submission Deadline – \_\_\_\_\_, 2021**

**Contract Start Date – \_\_\_\_\_ (or earlier)**

**Mail Proposal to:** Mono County Administrative Office  
P.O. Box 696  
Bridgeport, CA 93517; OR

**Email Proposal to:** [rroe@mono.ca.gov](mailto:rroe@mono.ca.gov)

## **GENERAL DESCRIPTION**

Indigent defense services in Mono County are provided through contracts with three individual attorneys, who collaborate and work together to cover the full scope of indigent defense services, each under a separate contract with the County.

The County of Mono invites proposals from attorneys or law firms interested in providing one-third of the County's indigent defense services under Contract with the County in collaboration with two existing contract public defenders. A proposed version of the Contract is attached hereto and incorporated by reference ("the Contract"). Generally, such services include representation of every person determined by the Superior Court of the State of California in and for the County of Mono to be entitled to a court-appointed attorney pursuant to relevant state statute, court rule, or constitutional provision. The contractual services would commence following award and Contract execution, no later than \_\_\_\_\_, 2022. The proposed Contract term is three years, with an option to extend.

The County will pay a fixed monthly rate for all services., The fixed monthly rate shall include and shall be deemed to fully compensate Contractor for any and all expenses incurred in rendering the Contract services, with the exception of certain litigation expenses such as fees for expert witnesses, laboratory analysis, and other forensic services. (See Section IX(E) of the Proposed Contract.)

A qualified proposal would be one that proposes to provide one-third of the required services under contract with the County and in coordination with two other contract attorneys. The County does NOT desire and will not consider proposals to provide only a portion of the total services described in the Scope of Work.

The proposing attorney or firm and any subcontracting attorneys or firms will be required to avoid engaging in legal services or representation that would conflict with, or otherwise render them unavailable for, the services contemplated under the Contract. All attorneys must also meet the minimum qualification requirements, including requisite prior experience in certain types of cases. (See Section VI of the Contract.)

## **SCOPE OF WORK**

As described more fully in the Contract, the Contracting attorney or firm ("Contractor") shall, together with other contracting attorneys, provide representational services to all eligible persons in Mono County trial court actions or proceedings, except where a legal conflict of interest exists and conflict counsel must be appointed or representation by a different attorney is otherwise legally required. Contractor shall provide the names of all attorneys providing representational services under the Contract to the Courts and the County, and the County shall have the right to reject any attorney who is not qualified to provide the services.

## **SELECTION CRITERIA**

The following general criteria will be used by a selection committee designated by the County to determine the best-qualified professional(s) to provide the services. The County reserves the right to reject any proposals that do not comply with the Request for Proposal (“RFP”) requirements set forth herein. The County shall determine in its sole discretion the relative weight given any criterion and reserves the right to reject all proposals and staff the indigent defense program in another manner. The intent is to provide eligible persons with effective legal representation, at a reasonable cost to the County. The County reserves the sole right to make this determination.

- A. The proposal and any modification is complete and timely, in conformance with this RFP.
- B. Attorney(s) are active member(s) of the California Bar in good standing without any prior or current history of professional discipline and otherwise meet the minimum qualification requirements (including requisite years of experience) set forth in Section VI of the Contract.
- C. The proposed plan for delivery of services is adequate to ensure effective legal representation. Among the factors the County may consider are the quality of legal representation, the experience of the attorney(s) beyond the minimum requirements, available support staff, office location(s), caseload and references/recommendations.
- D. The attorney(s) have the ability to perform the Contract effectively and efficiently and to provide representation in the types of cases proposed. Among the factors the County may consider are personal qualifications and successful experience providing public defense services under contract.
- E. The attorney(s) demonstrate an ability to work cooperatively with other contract attorney(s) providing indigent defense services under contract with the County to equitably and appropriately share caseload and provide effective legal representation to all eligible clients except where a legal conflict exists.
- F. Any other relevant considerations as determined by County.
- G. Cost to the County (proposed monthly compensation rate).

## **ADDITIONAL ITEMS**

The County makes no representations or warranties of any kind regarding the total number of cases or the number of any particular type of case that Contractor may be required to handle under the Contract. Contractor expressly assumes that risk and shall be deemed to have done his or her own inquiry prior to submitting a proposal. Be advised that past cases are not necessarily predictors of future filings and each party to the Contract bears some risk regarding the number of cases which may require public defense in any given year.

## **GUIDELINES FOR SUBMITTING PROPOSALS**

Proposals should be submitted in accordance with the following submission guidelines:

**A. Proposal Format:** Proposals should be typed or printed on standard 8 ½” x 11” paper. The information required must be submitted by the date and time requested. Incomplete proposals will not be considered.

**B. Provider Summary:** Prior to the Narrative Section, at the front of the proposal, all proposals must contain a concise statement of all of the following information:

1. Date proposal is submitted to the County.
2. Summary information for each attorney who would provide services under the Contract and any contemplated attorney subcontract: name, bar number, physical business address, mailing address, phone number(s), year admitted to California Bar, and total years/months of relevant experience.
3. Summary information for each person involved in contract administration, including anyone who would serve as a contact with the County regarding the contract: name, physical business address, mailing address, phone numbers

**C. Proposal Narrative and Contents:**

1. General Qualifications: This section should include a brief summary of each attorney’s overall experience, training and availability to assume the duties under the proposed Contract.
2. Public Defense Qualifications: A detailed description of experience and expertise, which qualifies each attorney who would be involved in providing services under the Contract and any contemplated subcontract. Please include names and phone numbers of at least three (3) persons to be contacted as references. Letters of recommendation may also be provided.
3. Contract Understanding: A statement of assurance that the proposing party has read the proposed Contract. If the party is proposing modifications, include all that would be required by the party prior to executing the proposed Contract. Additionally, the proposing party must include an assurance that he/she will not accept employment or provide legal services that would conflict with the services provided under the proposed Contract.
4. Practical Approach: A description of the practical approach to providing the services described in the proposed Contract which includes at least the following:
  - a. A brief narrative of the proposal for delivery of services under the Contract. Include the proposal for facilities, staff, division of workload, utilization of experts, investigators, support staff etc.
  - b. A description of how the bilingual requirements of clients will be addressed.
  - c. A plan for collaborating successfully with other attorneys providing indigent defense services under contract with the County to ensure that cases are effectively handled and equitably divided. If possible, a statement from those other attorneys agreeing to cooperate as stated in the plan.

- d. A plan for backup services in the event the assigned attorney is unavailable (this may be covered in the plan described in subparagraph c if the plan involves other attorneys under contract for indigent defense services with the County).
5. Work Examples: Written examples of the work of each attorney who would be involved in providing the services, including at least one example of a client communication (e.g., a letter or email) and at least one example of a legal brief or pleading, preferably in a criminal matter. Redacted documents are acceptable.
6. Professional and Personal References: At least two professional references from individuals who are familiar with your work.
7. Proposed Compensation: The fixed monthly rate of compensation proposed to be paid by the County to Contractor.
8. Start Date: Please indicate the date by which you could be available to commence providing services under the Contract.
9. Acknowledgment: The proposal must be signed by the attorney(s) providing the services under the proposal.

**D. Submission Procedures/Due Date:** Proposals must be received by the County no later than 5:00 p.m., Monday, \_\_\_\_\_, 2021, in order to be considered. Please submit four (4) copies of the proposal by personal delivery or U.S. Mail, or one copy by email, to:

Mono County Administrative Office  
Attn: Ryan Roe  
Courthouse Annex 1  
P.O. Box 696  
Bridgeport, California 93517  
rroe@mono.ca.gov

Late proposals will not be accepted or considered. The County will not be responsible for proposals delivered to a person or location other than that specified in this RFP. All proposals shall be submitted in a sealed envelope, clearly marked with the title of the proposal and signed by the attorneys submitting it (on behalf of themselves, or their firm if applicable).

All responses to this RFP become the property of the County. The County will direct that all proposals be held confidential from parties other than the County and its selection committee, until the selection of the successful proposal (if any) and execution of a final Contract for services.

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the County in writing of its withdrawal. The notice must be signed by the attorneys who submitted the original proposal. The proposing party may thereafter submit a new or modified proposal, if it is received at the County Administrative Office by the submission deadline. Modification offered in any other manner, whether oral or written, will not be considered.

The County reserves the right to reject all proposals. The County also reserves the right to negotiate with the successful proposing party (if any) regarding the terms and conditions of any ultimate contract with that party.

**E. Questions:** All questions must be in writing to receive a response. The County will maintain a written log of written questions along with the answers thereto. For copies of the questions and answers, please contact the County Administrative Officer to be placed on the mailing list. No questions regarding this RFP will be responded to by the County if they are received after \_\_\_\_\_, 2021.

## **SELECTION PROCESS**

A County selection committee will review and evaluate submittals, based on the criteria listed herein and weighted in the discretion of the committee. Interviews may be conducted. At the conclusion of that process, the selection committee will rank proposals and discussion regarding final Contract terms will commence with the highest-ranked proposer. If agreement is reached through those discussions, the Contract will be recommended for Board Approval. If agreement is not reached, the County will commence negotiations with the next highest-ranked proposer, etc. until agreement is reached and a Contract is drafted for recommendation to the Board of Supervisors.

**CONTRACT BETWEEN THE COUNTY OF MONO  
AND \_\_\_\_\_  
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

The County of Mono, a political subdivision of the State of California, hereinafter referred to as “the COUNTY,” and \_\_\_\_\_, referred to hereafter as “the CONTRACTOR,” agree to the provisions of indigent defense services as outlined below for the period \_\_\_\_\_ through \_\_\_\_\_. The COUNTY and the CONTRACTOR are sometimes referred to herein collectively as “the parties.”

**RECITALS**

- The COUNTY has a constitutionally mandated responsibility to provide indigent defense services.
- The COUNTY desires to have and agrees to pay for legal services performed for eligible persons entitled to public representation in Mono County by the CONTRACTOR, as authorized by law.
- The CONTRACTOR agrees that it will provide competent representation of clients as required by the controlling standards and rules of professional conduct.
- The COUNTY and the CONTRACTOR agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services, including the cost of administrative services, to eligible clients of the CONTRACTOR.

**TERMS AND CONDITIONS**

The parties AGREE as follows:

**I. DURATION OF CONTRACT**

This Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_, unless extended or terminated earlier in a manner allowed by this Contract. The COUNTY may, in its sole discretion, extend the term of this Contract for an additional period of up to five years by providing notice to CONTRACTOR at least 180 days prior to the date of termination.

**II. DEFINITIONS**

The following definitions control the interpretation of this Contract:

A. Eligible Client:

Eligible client means a person who is or has been determined by the Superior Court of the State of California in and for the County of Mono (hereinafter “the Court”) to be entitled to a court-appointed attorney, pursuant to relevant state statute, court rule, and constitutional provision, and who is one of the following:

1. All persons whom the Court has deemed indigent and who are charged with the commission of a misdemeanor or felony triable in any court in the County.
2. All minors charged with a violation of Welfare and Institutions Code Section 601 or 602.

3. All persons the Court has deemed indigent, and for whom a petition for the appointment of an LPS conservator has been filed.
4. All persons the Court has deemed indigent seeking writs or appeals to the Superior Court in the type of cases described in this contract.
5. All persons the Court has deemed indigent and who are charged with a violation of misdemeanor probation.
6. All persons the Court has deemed indigent and who are charged with a violation of felony probation.
7. All persons the Court has deemed indigent and entitled to appointment of counsel in Welfare and Institutions Code Section 300 cases, and also any children who are the subject of such proceedings and who the Court has determined are entitled to appointed counsel. Note: under a separate Contract, the County currently receives compensation from the Courts for the provision of such legal services, and the County reserves the right to re-open and renegotiate the inclusion of such services in this Contract, and the compensation therefore, in the event that the courts ever refuse or cease to provide such compensation to the County.
8. All persons the Court has deemed indigent in probate or Lanterman-Petris Short Act (LPS Act) conservatorships and in which the Court appoints counsel.
9. All persons the Court has deemed indigent and subject to extradition.
10. All persons the Court has deemed indigent and subject to contempt.

**B. Disposition:**

Disposition in criminal cases shall mean and/or include:

1. The dismissal of charges;
2. The entering of an order of deferred prosecution;
3. An order or result requiring a new trial;
4. Imposition of sentence;
5. Deferral of any of the above coupled with any other hearing on that case number, including but not limited to felony or misdemeanor probation review;
6. A restitution hearing ordered at the time of original disposition.
7. The filing of a notice of appeal, if applicable.

Disposition in other cases shall mean:

In Welfare and Institutions Code Section 300 juvenile cases, termination of the proceedings; in Section 601 or 602 cases, disposition, unless there is an order for removal; or an order following a disposition hearing; in revocation of probation, a dismissal, or imposition of sentence; in all other cases, an adjudication in the trial court which constitutes a final order or judgment, unless reversed on appeal.

C. **Representational Services:** The services for which the COUNTY is to pay the CONTRACTOR are representational services, including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other attorneys and court regarding possible dispositions, and preparation for and appearance at all court proceedings.

D. **Investigative Services:** The services described in section IV.B.

- E. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of the contract with the CONTRACTOR, expert witness services, language translators, laboratory analysis, and other forensic services. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases is included in this category.
- G. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

### **III. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, for all purposes arising out of this Contract, an independent contractor, and neither the CONTRACTOR nor its employees shall be deemed employees of the County. The CONTRACTOR shall complete the requirements of this Contract according to the CONTRACTOR'S own means and methods of work, which shall be in the exclusive charge and control of the CONTRACTOR and which shall not be subject to control or supervision by the COUNTY, except as specified herein.

### **IV. SCOPE OF SERVICES.**

- A. Together with other indigent defense counsel under direct contract to COUNTY, CONTRACTOR, shall provide representational services to all eligible clients in Mono County trial court actions or proceedings.
- B. CONTRACTOR may utilize the services of a licensed private investigator ("INVESTIGATOR") under Business and Professions Code section 7520 and 7521, with whom the COUNTY has entered into a separate contract for services, or of any other INVESTIGATOR upon appointment by the Court in a particular case. INVESTIGATOR SERVICES shall be used in the context of any of the representational services covered by this Contract, including but not limited to securing evidence to be used before the Courts of Mono County. INVESTIGATORS shall not perform services of a clerical or administrative nature and which do not require the services of a licensed private investigator, nor shall INVESTIGATORS be used for the purpose of serving subpoenas on witnesses or custodians of record. Notwithstanding the foregoing, an INVESTIGATOR may be used for the purpose of serving subpoenas on witnesses or custodians of record at no additional cost to the County and provided CONTRACTOR assumes the cost.

### **V. CONTRACTOR'S OFFICES, EMPLOYEES AND CONFLICT AVOIDANCE**

- A. CONTRACTOR shall have physically separate offices from any other attorney under contract with COUNTY to provide indigent defense services. CONTRACTOR shall maintain an ethical and communications wall between CONTRACTOR and such attorney(s) about their respective cases, to maintain the confidences of clients.

- B. CONTRACTOR agrees not to accept compensation directly or indirectly from any source other than the COUNTY on cases assigned pursuant to this agreement.
- C. CONTRACTOR shall maintain the right to have private clients outside of this Contract; provided, however, that they shall structure their private practices in such a way as to avoid any conflicts with representational services provided pursuant to this agreement.
- D. CONTRACTOR further agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR'S performance of the work and services under this Contract. Specifically, CONTRACTOR agrees not to engage in any private legal representations of any matter which would conflict or interfere with CONTRACTOR'S ability to represent clients under this Contract.
- E. CONTRACTOR agrees that it has secured or will secure at its own expense, all persons, employees, office space within Mono County and equipment required to perform the service contemplated/required under this Contract.

**VI. MINIMUM QUALIFICATIONS FOR ATTORNEY PROVIDING INDIGENT DEFENSE SERVICES**

- A. CONTRACTOR shall be licensed to practice law in California (i.e., shall be an active member of the California State Bar), shall have been a practicing attorney in all of the courts of the State for at least the year preceding the date of appointment, and shall be in full compliance with any applicable mandatory continuing legal education (MCLE) requirements. CONTRACTOR will maintain for inspection on its premises records of CONTRACTOR compliance these requirements.
- B. Prior to representing a defendant accused of a homicide, CONTRACTOR must have served at least five years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in five felony cases that have been submitted to a jury.
- C. Prior to representing a defendant accused of a serious felony as defined by Penal Code section 1192.7, or of a violent felony as defined by Penal Code section 667.5, other than a homicide, CONTRACTOR must have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in three felony cases, that have been submitted to a jury.
- D. CONTRACTOR representing a party in a juvenile case shall have the knowledge and experience in juvenile law as required by Welfare and Institutions Code section 317.6 and the standards established by the Judicial Council.

- E. CONTRACTOR shall have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and/or been sole trial counsel of record in twenty misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in three felony criminal cases that have been submitted to a jury alone or of record with other trial counsel.
- F. Failure on the part of the CONTRACTOR to have or obtain the appropriate amount of experience shall be considered a material breach of this Contract.

## **VII. PERFORMANCE REQUIREMENTS**

- A. CONTRACTOR shall provide quality representational services to all eligible clients to whom the CONTRACTOR is appointed by the Court, consistent with any applicable rules of professional conduct and standards of care. Specifically, the following duties and responsibilities of CONTRACTOR as appointed by the Court shall be observed:
  - 1. Provide careful, factual and legal investigation.
  - 2. Take prompt action to protect client's legal rights.
  - 3. Make all necessary court appearances for motions, trials, adjudications, hearings, dispositions, and sentencing.
  - 4. Prepare for jury selections, examination of witnesses, submission of instructions, and presentation of argument at trial.
  - 5. Know and explore sentencing alternatives.
  - 6. Advise the client concerning appeals.
  - 7. Not accept more cases than can be competently handled.
  - 8. Not handle a legal matter which the CONTRACTOR knows or should know that it is not competent to handle.
  - 9. Maintain client confidences.
  - 10. Keep the client informed.
  - 11. Comply with all standards of performance set by the Courts and rules in juvenile cases.
  - 12. Not accept a matter in which a conflict of interest exists of which it would be otherwise prohibited from accepting under the Rules of Professional Conduct of the State Bar.
- B. Except as provided herein, the CONTRACTOR shall maintain an office in Mono County and appropriate staff to adequately perform the work and services provided in this Contract and to address the needs of CONTRACTOR's clients. CONTRACTOR will be timely available for all Court appearances, and meet all performance requirements of this Contract and of the Courts, and have available office space in Mono County for interviewing and consulting with clients.
- C. CONTRACTOR shall maintain adequate office space and hours during normal business hours for appointments with potential eligible clients who are not in custody. CONTRACTOR shall maintain published office addresses and phone numbers and

telephone answering services or devices for the taking of telephone messages during non-business hours. CONTRACTOR shall make return calls within 24 hours of all calls from clients for which a message is left requesting a return call.

- D. In-custody eligible clients shall be interviewed within 72 hours, excluding weekends and holidays, of CONTRACTOR appointment. Out of custody eligible clients may make an appointment with CONTRACTOR who shall make available an appointment at an office in Mono County within five business days of CONTRACTOR appointment. In all cases, CONTRACTOR shall personally speak with the client prior to the date of the first court appearance following appointment by the Court.
- E. CONTRACTOR shall keep all courts informed of the status of pending cases to which it has been appointed and shall advise the courts at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the courts.
- F. CONTRACTOR shall adequately cover all courts within the County through which services are to be provided under this contract. "Adequately cover" means generally that the business of the court is not unreasonably delayed because of the absence of/or lack of preparation of the CONTRACTOR.
- G. In the event that CONTRACTOR is unable to appear for any matter to which he or she has been appointed, then he or she shall arrange for other counsel to appear on his or her behalf, at no cost to the COUNTY.

### **VIII. CONTRACTOR EVALUATION**

In June of each year during the term of this Contract, and any extension thereof, commencing June 2020, the County Counsel, County Finance Director and County Administrative Officer shall meet with the CONTRACTOR and the Judges of the court to ensure that the performance standards set forth herein are being met. If upon said evaluations, the COUNTY determines that the CONTRACTOR is failing to provide competent legal services based upon the above standards or has engaged in conduct that, if CONTRACTOR were an employee of the County, would violate the Mono County Personnel System, the COUNTY may terminate this Contract as provided in paragraph XV.

### **IX. COMPENSATION AND METHOD OF PAYMENT**

- A. For services provided under this contract, COUNTY shall pay CONTRACTOR \$\_\_\_\_\_ annually, for the period of \_\_\_\_\_ through \_\_\_\_\_. This amount shall be increased by two percent (2%) annually, commencing on April 1 of each year. These amounts shall be paid in monthly installments as follows, \_\_\_\_\_ payable within 5 days following the end of month in which services are provided. In the event that this Contract is extended pursuant to Section I, annual increases shall continue to be 2%.

- C. The compensation payable under this section IX is the maximum amount which COUNTY must pay under this Contract, and the CONTRACTOR shall assume and pay all other expenses incurred in the performance of this Contract. The CONTRACTOR represents that CONTRACTOR is informed and has made its own independent investigation of the facts and circumstances surrounding the provision of public defense services in Mono County, including its own experience in providing such services and the issues involving the administration of this contract. The CONTRACTOR and COUNTY acknowledge that many factors outside the control of the parties can affect the ability of the CONTRACTOR to accurately project caseloads and work levels with certainty. Such factors as the length of time between arraignment and trial, local sentencing practices, and pleading negotiation practice are largely controlled by the courts and the prosecution. The parties recognize that during the term of this Contract, changes may occur in the operations of the County's criminal justice system which may cause additional expense to CONTRACTOR. Notwithstanding any such changes, the CONTRACTOR agrees to the compensation set forth in this Contract for services to be rendered.
- D. COUNTY shall receive all funds collected pursuant to Penal Code section 987.4, 987.6, and 987.8, Government Code section 27712, and any similar statute or Contract providing for reimbursement for the costs of legal services rendered under this Contract, and no portion of said funds inure for the benefit of CONTRACTOR or otherwise affect the amount specified to be paid to CONTRACTOR under this contract.
- E. Other litigation expenses, as defined in section II E, shall be paid by COUNTY upon CONTRACTOR submitting a county claim form, to which shall be attached an order of the Court fixing the expenses to be paid. Each claim shall include:
1. The name of the client and case number;
  2. The date and time the services were provided, in 10<sup>th</sup> hour increments;
  3. A description of the services provided on each date.

Any claim for which the above is not provided shall be deemed an insufficient claim.

- F. CONTRACTOR shall be solely responsible for providing and paying the cost of all utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff attorneys, transportation, and other materials, services, and persons necessary to perform this Contract, except for the following: costs for expert witnesses, language translators, laboratory analysis, other forensic services, court reporter fees, filing fees, transcript fees, witness fees, and documents produced through discovery by the County in Welfare and Institutions Code section 300 cases and documents produced through discovery by the District Attorney in Criminal and Welfare and Institutions Code section 600 cases.
- G. COUNTY has no obligation to withhold any taxes or other payments from the sums paid CONTRACTOR by COUNTY pursuant to this Contract. Payment of taxes as required by law is the sole responsibility of CONTRACTOR.

## **X. REPORTS AND INSPECTIONS**

- A. CONTRACTOR agrees to submit to the COUNTY the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the COUNTY withholding payment until the required reports are submitted and/or until invocation of the Corrective Action procedures in Section XIV (Corrective Action).
- B. CONTRACTOR shall provide the County Administrative Officer (CAO) a quarterly report of services rendered by CONTRACTOR during the previous calendar quarter using the form attached to this Contract as Exhibit A and incorporated by this reference. The report shall be submitted within ten working days after the end of each calendar quarter and shall include:
1. The number of cases to which CONTRACTOR has been appointed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
  2. The number of open cases during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
  3. The number of cases closed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
  4. Disposition of cases during that quarter by the following categories: Pleas, trials, diversions, dismissals, and other.
  5. The number of cases during that quarter in which CONTRACTOR has declared a conflict.
- C. Bar Complaints: CONTRACTOR shall immediately notify the COUNTY in writing if the CONTRACTOR becomes aware that a complaint lodged with the State Bar Association has resulted in the public or private reproof, suspension, or disbarment of any attorney providing services under this Contract. In the event of a report of a private reproof, COUNTY shall maintain confidentiality of said report to the extent permitted by law.
- D. Inspections: CONTRACTOR agrees to grant the COUNTY full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the COUNTY may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the CONTRACTOR shall provide to the COUNTY right of access to its facilities, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the CONTRACTOR in a way that allows access by the COUNTY without breaching such confidentiality or privilege. The CONTRACTOR agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the COUNTY agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this paragraph, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Contract. The COUNTY will respect the attorney-client privilege and attorney work-product privilege.

## **XI. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

- A. CONTRACTOR shall prepare and maintain records sufficient to enable COUNTY and the courts to determine the cost of representing each person represented by CONTRACTOR, and CONTRACTOR shall provide the court with the total time of each case upon disposition or upon request of the court or the COUNTY.
- B. Records shall be maintained for a period of five years after termination of this Contract unless permission to destroy them is granted by the COUNTY.

## **XII. HOLD HARMLESS AND INDEMNIFICATION**

- A. The COUNTY assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the CONTRACTOR or its employees or others by reason of the Contract. CONTRACTOR shall protect, indemnify, and save harmless the COUNTY, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from CONTRACTOR's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the COUNTY'S wrongful withholding of funds due under this Contract.
- B. CONTRACTOR agrees that it is financially responsible and liable for and will repay the COUNTY for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the CONTRACTOR, its employees, representatives or agents.
- C. CONTRACTOR shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Contract by CONTRACTOR, or its agents, officers, or employees. CONTRACTOR's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. CONTRACTOR's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of a CONTRACTOR, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

CONTRACTOR's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Contract for CONTRACTOR to procure and maintain a policy of insurance.

CONTRACTOR shall not claim, and/or do hereby knowingly and voluntarily waive, any right to defense or indemnification by COUNTY as a COUNTY employee or officer.

### **XIII. INSURANCE**

Certificates of insurance and requested endorsements, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of services to be performed by the CONTRACTOR. The policy/policies shall maintain a provision prohibiting the cancellation or modification of said policy except upon thirty (30) days prior written notice to the County Risk Manager.

A. General Liability. CONTRACTOR shall procure, and maintain during the entire term of this Contract, a policy of general liability insurance which covers all the work and services to be performed by CONTRACTOR under this Contract. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by CONTRACTOR under this Contract. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." County will be named as "an additional named insured" on this policy. CONTRACTOR will provide the County a copy of the policy, a certificate of insurance, and an additional insured form showing the County as "an additional named insured". The certificate of insurance shall indicate that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to the County Risk Manager.

B. Business Vehicle. If CONTRACTOR, or any employee or agent thereof, utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), the CONTRACTOR shall procure and maintain in force throughout the duration of this Contract, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all CONTRACTOR-owned vehicles and all hired and non-owned vehicles used in performing under this Contract.

C. Workers' Compensation. CONTRACTOR shall provide worker's compensation insurance coverage, in the legally required amount, for the CONTRACTOR's employees utilized in providing work and services pursuant to this Contract. By executing a copy of this Contract CONTRACTOR acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that CONTRACTOR has complied with and will comply during the term of this Contract with all provisions of the California Labor Code with regard to its employees. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

D. Professional Liability Insurance. CONTRACTOR shall provide professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million (\$1,000,000.00) policy aggregate. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by CONTRACTOR.

If professional liability coverage is written on a claims-made form:

1. The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by Mono County Risk Manager. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or the CONTRACTOR shall provide evidence satisfactory to Mono County Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **XIV. CORRECTIVE ACTION**

If the CAO reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:

1. The CAO will notify the CONTRACTOR in writing of the nature of the breach.
2. The CONTRACTOR shall respond in writing within five working days of receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance.
3. The CAO will notify the CONTRACTOR in writing of the COUNTY'S determination as to the sufficiency of the CONTRACTOR'S corrective action plan. The determination of the sufficiency of the CONTRACTOR'S corrective action plan will be at the discretion of the CAO and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole. In the event the CONTRACTOR does not concur with the determination, the CONTRACTOR may request a review of the decision by the Board of Supervisors. COUNTY agrees that it shall work with the CONTRACTOR to implement an appropriate corrective action plan accepted by the CAO or, if review has been requested, by the Board of Supervisors.

In the event that CONTRACTOR under this Contract does not respond to the CAO's notification within the appropriate time, or the CONTRACTOR'S corrective action plan for a substantial breach is determined by the CAO, following review by the Board of

Supervisors if requested to be insufficient, the COUNTY may commence termination of this Contract in whole or in part pursuant to Section XV (Termination and Suspension.)

In addition, the COUNTY reserves the right to withhold a portion of subsequent payments owed the CONTRACTOR which are directly related to the breach of the Contract until the COUNTY is satisfied that corrective action has been taken or completed as described in Section IX (Compensation and Method of Payment.)

## **XV. TERMINATION AND SUSPENSION**

- A. COUNTY may terminate this Contract in whole or in part upon 15 days written notice to the CONTRACTOR in the event that the CONTRACTOR under this contract:
1. Materially breaches any duty, obligation, or service required pursuant to this Contract;
  2. Engages in misappropriation of funds or misconduct as described in the Mono County Personnel System; or
  3. The duties, obligations, or services herein become illegal, or not feasible.

Before the COUNTY terminates this Contract pursuant to this Section XV, the COUNTY shall provide the CONTRACTOR written notice of termination, which shall include the reasons for termination and the effective date of termination. The CONTRACTOR shall have the opportunity to submit a written response to the COUNTY within ten working days from the date of the COUNTY'S notice. If the CONTRACTOR elects to submit a written response, the CAO will review the response and make a determination within ten days after receipt. In the event the CONTRACTOR does not concur with the determination of the CAO, the CONTRACTOR may request a review of the decision by the County Board of Supervisors. In the event the County Board of Supervisors reaffirms termination, the Contract shall terminate in ten days from the date of the final decision of the County Board of Supervisors. The Contract will remain in full force pending such termination. CONTRACTOR understands and agrees that any such decision shall be final and binding and shall not be appealable nor otherwise subject to judicial review of any kind.

- B. CONTRACTOR reserves the right to terminate this Contract with cause with 15 days written notice should the COUNTY materially breach any duty, obligation or service pursuant to this Contract. Prior to such termination, CONTRACTOR shall provide COUNTY with written notice of the alleged breach and COUNTY shall have 30 days in which to cure the breach. In the event that the CONTRACTOR terminates this Contract for reasons other than good cause resulting from a material breach of this Contract by the COUNTY, the CONTRACTOR shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the CAO that (i) no default actually occurred, or (ii) the failure to perform was without the CONTRACTOR'S control, fault or negligence.
- C. COUNTY or CONTRACTOR may terminate this Contract at will and without cause by providing one hundred and eighty (180) days' written notice to the other party of the intent to terminate.

- D. Following termination or suspension of this Contract, the CONTRACTOR shall continue to represent clients that were previously assigned, at an hourly rate determined by the Courts, and the COUNTY will be liable for any payments owed for the completion of that work. The CONTRACTOR shall remit to the COUNTY any monies paid for cases not yet assigned or work not performed under the Contract. The CAO may request that the CONTRACTOR attempt to withdraw from any case assigned and not completed, and in that event, CONTRACTOR shall use best efforts to so withdraw. Should a court require, after the CONTRACTOR has attempted to withdraw, the appearance of counsel from the CONTRACTOR on behalf of any client previously represented by the CONTRACTOR where such representation is no longer the obligation of the CONTRACTOR pursuant to the terms of this Contract, the COUNTY will honor payment to the CONTRACTOR upon judicial verification that continued representation is required.
- E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the CONTRACTOR shall return to the COUNTY those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the CONTRACTOR by the COUNTY.
- F. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension as provided in Section I.
- G. The ability of the COUNTY to enter into this Contract is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources or is not appropriated, at any time during the term of this Contract County has the option without incurring any penalty or breaching this Contract to terminate, reduce, or modify this Contract, or any of its terms within ten (10) days of notifying CONTRACTOR of the termination, reduction, or modification of available funding. Upon receipt of such notice, CONTRACTOR may at its option terminate this Contract without incurring any penalty or breaching the Contract.

## **XVI. FINANCIAL RESPONSIBILITY**

The CONTRACTOR shall remain financially solvent during the term of this Contract. Voluntary or involuntary bankruptcy proceedings by the CONTRACTOR, when not released within ten days, shall constitute a material breach of this Contract. Bankruptcy by the CONTRACTOR under this contract shall constitute a ground for termination of the Contract.

## **XVII. ASSIGNMENT/SUBCONTRACTING**

- A. The CONTRACTOR shall not assign or subcontract any portion of this Contract without consent of the COUNTY. Any consent sought must be requested by the CONTRACTOR in writing not less than ten days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to special appearances made on behalf of the CONTRACTOR under this Contract while he or she is on vacation or otherwise unavailable for limited periods of time. Any

individuals entering into subcontract (with written approval of COUNTY) shall meet all experience requirements imposed by this Contract. COUNTY shall be notified of any subcontracts which are renewed, extended or repeated at any time throughout the Contract. This provision is not intended to prohibit another attorney from making a special appearance on behalf of the CONTRACTOR under this contract.

- B. The term "Subcontract" as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the CONTRACTOR.
- C. Each subcontractor providing services under this Contract, prior to first providing such services, shall be required to sign a contract under which, at a minimum, the subcontractor agrees to comply with and be bound by the terms and conditions of this Contract. Such contract shall be in a form acceptable to the COUNTY. A fully executed copy of such contract shall be provided to the CAO before a subcontractor may begin to provide services under this Contract. The COUNTY shall have the right to interview all subcontractors before subcontractor may begin to provide services, and may reject any subcontractor which the COUNTY reasonably deems to be not qualified. Upon request of the CONTRACTOR, the COUNTY shall state in writing the reasons upon which it makes such determination, which may not be arbitrary or capricious.

## **XVIII. NOTICES**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and addressed as follows:

If to CONTRACTOR:

If to COUNTY:  
County Administrative Officer  
PO Box 696  
Bridgeport, CA 93517  
lchapman@mono.ca.gov

With a copy to:  
Mono County Counsel  
PO Box 2415  
Mammoth Lakes, CA 93546  
ssimon@mono.ca.gov

## **IXX. TRANSFER OF CASES UPON TERMINATION OF CONTRACT**

Upon termination of this Contract, or upon expiration or pursuant to Section XV, CONTRACTOR shall cooperate fully with the COUNTY and with such persons as may be designated by COUNTY to succeed CONTRACTOR in order to effect the orderly transition of legal services from CONTRACTOR to his or her successor. The cooperation

specified in this paragraph includes, but is not limited to, the releasing of such files, papers, and records in good order as may be required in order to carry out the provisions of this contract and any subsequent Contract with a successor CONTRACTOR and to ensure the continued adequate legal representation of persons eligible for services herein set forth.

## **XX. NONDISCRIMINATION**

During the performance of this Contract, neither the CONTRACTOR nor any party subcontracting with the CONTRACTOR under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this Contract, nor on any other basis prohibited by state or federal law in effect during this Contract.

The CONTRACTOR shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination.

## **XXI. CONFLICT OF INTEREST**

No officer, employee, or agent of the COUNTY, or the State of California, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or CONTRACTOR. If required by state law or by the COUNTY's own conflict of interest code, CONTRACTOR shall comply with said laws and code, including but not limited to filing any required statement of economic interests.

## **XXII. MISCELLANEOUS PROVISIONS**

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are excluded. No other representations, covenants, undertakings or other prior or contemporaneous agreement, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto. The parties, and each of them, further acknowledge that they have not executed this Contract in reliance on any such promise, representation or warranty.

Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

This Contract shall be binding upon the parties and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the

parties and all related persons or entities, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

The parties hereto, and each of them, acknowledge that this Contract is executed voluntarily by all of them, without duress or undue influence on the part or on behalf of any of them. The parties further acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this settlement agreement or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Contract and of its legal effect.

The parties have jointly participated in the preparation and drafting of this Contract. Thus, any ambiguity therein shall not be construed in favor of or against either party.

**EXECUTION**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THROUGH THEIR AUTHORIZED REPRESENTATIVES THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF MONO**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_

## EXHIBIT A

Attorney / Firm Name:	Felony	Misdemeanor	Juvenile (600, 300)	Conservatorship	Appeal
Number of cases by type (by Quarter)					
Q1 (January 1 - March 31)					
Q2 (April 1 - June 30)					
Q3 (July 1 - September 30)					
Q4 (October 1 - December 31)					
Number of open cases by type (by Quarter)					
Q1 (January 1 - March 31)					
Q2 (April 1 - June 30)					
Q3 (July 1 - September 30)					
Q4 (October 1 - December 31)					
Number of cases closed (by Quarter)					
Q1 (January 1 - March 31)					
Q2 (April 1 - June 30)					
Q3 (July 1 - September 30)					
Q4 (October 1 - December 31)					
Disposition of cases by category (by Quarter)	Pleas	Trials	Diversions	Dismissals	Other
Q1 (January 1 - March 31)					
Q2 (April 1 - June 30)					
Q3 (July 1 - September 30)					
Q4 (October 1 - December 31)					
Number of cases in which you have declared a conflict					
Q1 (January 1 - March 31)					
Q2 (April 1 - June 30)					
Q3 (July 1 - September 30)					
Q4 (October 1 - December 31)					



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 19, 2021

**TIME REQUIRED**

**SUBJECT**            Closed Session - Labor Negotiations

**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, Janet Dutcher, Anne Frievalt, and Ryan Roe. 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.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

PHONE/EMAIL: /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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#### History

Time

Who

Approval



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 19, 2021

**TIME REQUIRED**

**SUBJECT**            Closed Session - Exposure to  
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. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: two.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
10/12/2021 2:57 PM	County Counsel	Yes
10/7/2021 12:51 PM	Finance	Yes
10/15/2021 3:18 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 19, 2021

**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 v. Rock 'N Dirt*. (Mono County Superior Court Case No. CV 200073).

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time	Who	Approval
10/12/2021 2:57 PM	County Counsel	Yes
10/7/2021 12:51 PM	Finance	Yes
10/15/2021 3:17 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 19, 2021

**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 v. K.R. Property Management, et al.* (Mono County Superior Court Case No.: CV200081).

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
10/15/2021 12:36 PM	County Counsel	Yes
10/15/2021 2:17 PM	Finance	Yes
10/15/2021 3:18 PM	County Administrative Office	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**    October 19, 2021

**TIME REQUIRED**

**SUBJECT**            Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### 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: *United States of America v. Walker River Irrigation District, et. al.* (3:73-cv-00128-MMD-WGC).

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

PHONE/EMAIL: /

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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No Attachments Available

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### History

Time	Who	Approval
10/15/2021 12:36 PM	County Counsel	Yes
10/15/2021 2:17 PM	Finance	Yes
10/15/2021 3:18 PM	County Administrative Office	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 19, 2021

**TIME REQUIRED**    Public Hearing: 1:00 PM

**PERSONS APPEARING BEFORE THE BOARD**                      Robert C. Lawton, CAO

**SUBJECT**                      PUBLIC HEARING: Redistricting First  
Review of Alternative Maps

**AGENDA DESCRIPTION:**

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

The primary goal of this Public Hearing will be to review proposals submitted to date and look for 'themes' which logically group proposals into categories making it easier to interpret alternatives for the new districts.

**RECOMMENDED ACTION:**

Conduct Public Hearing. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Queenie Barnard

**PHONE/EMAIL:** 760-932-5534 / qbarnard@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><b>Click to download</b></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
10/13/2021 11:15 AM	County Counsel	Yes
10/14/2021 11:08 AM	Finance	Yes
10/15/2021 3:08 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 19, 2021

**Departments: Sheriff, Public Works**

**TIME REQUIRED**    20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Ingrid Braun, Sheriff; Tony Dublino,  
Director of Public Works; Janet  
Dutcher, Finance Director

**SUBJECT**            Bridgeport Jail Project - Project  
Update

**AGENDA DESCRIPTION:**

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

Update on the Bridgeport Jail project.

**RECOMMENDED ACTION:**

Receive an update on the Jail Project and provide any direction to staff. Consider the need to adopt a proposed Financial Resolution at a later Board meeting committing County sourced funds as local match to complete the financing on this project.

**FISCAL IMPACT:**

Any proposed Financial Resolution, when and if required, would establish the Board's commitment to funding the jail project through completion. Based on current estimates, this commitment is an additional \$5.8 million beyond the \$1.6 million of cash that has already been set aside and the \$440,000 of in-kind contributions, for a total of \$7.84 million County contribution to the project.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 7607096713 / tdublino@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Schematic Drawing excerpts</a>

**History**

Time

Who

Approval

10/13/2021 11:21 AM	County Counsel	Yes
10/14/2021 4:46 PM	Finance	Yes
10/15/2021 3:08 PM	County Administrative Office	Yes

**MONO COUNTY**  
**SHERIFF**  
*A Commitment to Community Safety and Service*



**Ingrid Braun**  
Sheriff-Coroner

**MONO COUNTY SHERIFF'S OFFICE**

**Phillip West**  
Undersheriff

**Date:** October 19, 2021  
**To:** The Honorable Board of Supervisors  
**From:** Ingrid Braun, Sheriff-Coroner  
**Subject:** Jail Project Update

**Recommended Action:**

1. Receive an update on the Jail Project and provide any direction to staff.
2. Consider the need to adopt a proposed Financial Resolution at a later Board meeting.

**Fiscal Impact:**

The proposed Financial Resolution would establish the Board's commitment to funding the jail project through completion. Based on current estimates, this is a commitment of an additional \$5.8m beyond the \$1.6m cash that has already been set aside and the \$440k of in-kind contributions, for a total \$7.84m County contribution to the project.

**Background:**

The Mono County Jail (MCJ) was constructed in 1988 with a capacity of 24 beds. The capacity was increased to 48 beds in the following years. With the implementation of Public Safety Realignment in 2011, county jails were tasked with housing non-violent convicted felons, who previously would have been sent to state prison. MCJ was not designed to house inmates for longer felony sentences, nor does it have the capacity to provide inmate programs and services.

In 2017, the County applied for grant funds pursuant to Senate Bill (SB) 844 to construct a new jail facility. In June 2017, the County was awarded a \$25m SB 844 grant for the construction of a replacement jail at the location of the Old Hospital in Bridgeport. The grant application described the project in considerable detail, including conceptual drawings, site and floor plans, operational details, and a budget summary.

The Budget Summary Table included construction cost estimates of \$21.3m and other soft costs of \$5.2m for a total of \$27m project cost. The County's cash match and in-kind contributions were shown as approximately \$2.1m, of which \$1.6m was cash match and \$440k was in-kind. The County has since funded the \$1.6m into a set-aside account pending project establishment and initiation. The state's contribution of \$25m would provide the remaining funds.

From 2017 SB844 Application:

E. **Budget Summary Table (Report to Nearest \$1,000)**

LINE ITEM	STATE REIMBURSED	CASH CONTRIBUTION	IN-KIND CONTRIBUTION	TOTAL
1. Construction	\$ 21,114,000	\$ 200,000		\$ 21,314,000
2. Additional Eligible Costs*	\$ 1,045,000	\$ 95,000		\$ 1,140,000
3. Architectural	\$ 2,321,000	\$ 525,000		\$ 2,846,000
4. Project/Construction Management	\$ 520,000	\$ 545,000		\$ 1,065,000
5. CEQA	\$ 0	\$ 0		\$ 0
6. State Agency Fees**	\$ 0	\$ 116,000		\$ 116,000
7. Audit		\$ 13,000	\$ 0	\$ 13,000
8. Needs Assessment		\$ 119,000	\$ 40,000	\$ 159,000
9. Transition Planning		\$ 0	\$ 150,000	\$ 150,000
10. County Administration			\$ 250,000	\$ 250,000
11. Land Value			\$ 0	\$ 0
<b>TOTAL PROJECT COSTS</b>	<b>\$ 25,000,000</b>	<b>\$ 1,613,000</b>	<b>\$ 440,000</b>	<b>\$ 27,053,000</b>
<b>PERCENT OF TOTAL</b>	<b>92.41%</b>	<b>5.96%</b>	<b>1.63%</b>	<b>100.00 %</b>

In February 2021, the Board approved a phased contract for Architectural/Engineering services with Lionakis to advance the project, which has begun to draw down some of the set-aside funding. County staff from the Sheriff’s Office, Public Works Facilities and Engineering Divisions, and Information Technology have met regularly with Lionakis over the last several months as schematic drawings and renewed cost estimates for the project have been developed that are largely consistent with the concepts that appeared in the grant application.

**Recent Progress:**

The current focus is the preparation and submittal of a complete and correct document package to the Board of State and Community Corrections (BSCC) to formally establish the project. The Establishment Package will include schematic drawings, a space program and scope summary as well as the updated Budget Summary Table and estimates that show the financial implications of the project. The Board may be required to adopt a “Financial Resolution” that commits to providing the funding required to complete the project, although we are awaiting direction from the State as to the need for the resolution, and if so, the exact wording required by the State to achieve establishment of the County’s project.

In the last week of July 2021, Lionakis delivered cost estimates for the project, based on the then-current design, and then-current construction market. The estimates, with escalation to midpoint of construction and contingency, exceeded the original estimates by \$7.6m. The increases are the result of escalation costs associated with delays in the project (approximately \$3m), costs associated with the current construction material bubble (as much as \$2m) and site conditions that were unknown when applying for the grant (approximately \$1m). The remaining increases can be attributed to differences in estimating approach and the specifics of the design itself. There is some concern that the ‘soft costs’ of \$5.7m in the original grant application may increase, although those costs appear to be more within the County’s control moving forward.

Staff investigated the following opportunities to reduce the budget overage, and associated County contribution:

**1. *Ask the State for additional funding***

Staff inquired with the BSCC as to whether there were any additional funds available that could augment the \$25m state contribution. Unfortunately, County staff was informed that there are no relinquished funds available that could be used for those purposes at this time and the State's \$25m is a hard cap to this round of funding.

**2. *Revisit the concept of retrofitting the existing jail***

The County cannot use the \$25m grant to retrofit the existing jail, as the competitive grant was awarded based on the project site being at the Old Hospital. The County could relinquish the award and go back to square one by developing a smaller project at the existing jail. This concept was analyzed in the original Needs Assessment but was dismissed in favor of a replacement facility due to several factors including the challenges and costs associated with retrofitting the existing mechanical systems at the facility, the difficulty of securing land necessary to provide programming space, and the shortened useful life of a 40-yr old facility.

The assumption at the time was that, with an SB844 award, the County could enjoy a new \$27m jail for a contribution of approximately \$2m or perform a \$5-6m retrofit of the existing jail for a contribution of \$200-500k. Ultimately the Board selected the option of constructing a new facility. The Sheriff's Office is steadfastly opposed to the concept of retrofitting or remodeling the existing jail.

**3. *Reduce the Project Scope (Prior to project initiation)***

The original grant application included a project scope that included items such as a full kitchen and other interior spaces that could be eliminated from the project, with approval from the BSCC. In addition to items specifically mentioned in the original grant application, the design that Lionakis developed included other spaces and infrastructure that emerged from design meetings with the Sheriff's Office and County staff. Many requests were made without the benefit of accompanying estimates for those requests, and once estimates were received, there was an opportunity to remove, reduce, or reconfigure those requests.

On August 10, County staff met with Lionakis to discuss some ways the project could be reduced in scope. Some of the ideas discussed were reducing the size/scope of the landscaping, parking, and associated fencing; reducing the square footage of the medical clinic and other interior rooms; eliminating one of two recreation yards; reducing the amount of backup power for the facility; changing the kitchen from a full kitchen to a retherm kitchen; and eliminating the covering over the sallyport. The Sheriff's Office accepted most of the suggestions with the exception of the kitchen and sallyport.

**Current Status**

Lionakis incorporated the changes into the Schematic Design and recalculated the estimates. The revised construction cost estimates were received on October 1, with the remaining escalation costs and contingencies provided on October 13.

Based on the reduction of scope and associated square footage, the total construction cost estimate decreased by approximately \$1.6m, but the revised estimate *added* infrastructure related to the provision of dispatch services that had been left out of the original estimates. The dispatch components are estimated at approximately \$500k, so the revised estimate was about \$1.1m less than the initial estimate (note: the estimate does not include dispatch furniture or consoles that may be necessary for the provision of dispatch services).

The BSCC requires that the total project cost estimate includes escalation to midpoint of construction with contingencies, and after performing that calculation the total project costs (including the same \$5.7m of soft costs) now stands at \$33,321,683.

The total project costs in the 2017 application were estimated at \$27,053,000, so this represents a difference of \$6,268,683.

After considering the current set aside of \$1.6m, and the expected in-kind work of \$440k, there is a need to identify and secure an additional \$5,828,683.

## **Funding**

With the revised estimates in hand, staff can prepare the Financial Resolution that is required by the BSCC, for adoption by the Board. The Resolution would establish the Board's commitment to providing the funding necessary to complete the project and is part of the Project Establishment Package that goes to the BSCC for consideration and approval.

It is not expected the Board will be able to identify and commit an additional \$5.8m cash to this project from the General Fund, Reserves or elsewhere. Due to this reality, the concept of financing has been discussed with the Finance Department, who obtained summary sheets on a variety of financing options with varying levels of annual debt service depending of course on the amount financed and the term.

Options for financing long-lived assets such as the new jail includes drawing down the County's accumulated savings or borrowing. Obviously, the County does not have an extra \$5.8m in the bank, unused and available to complete the financing of this important and critical project, resources which compete with other critical unfunded infrastructure projects such as radio communications, and possibly solid waste facilities. Therefore, borrowing remains the only alternative aside from cancelling the project in its entirety. As discussed during the early stages of planning for the County's Civic Center project, borrowing is a governmental best practice approach to financing capital assets because it matches the use of the completed capital asset during the period in which taxpayers pay taxes over a period of years to enable the County to make annual debt service payments.

One type of financing method available to the County is the same one used to finance the Civic Center project, certificates of participation. Our municipal advisors provided us with several preliminary financing scenarios which are shown below for illustration purposes. The financing method with the lowest cost to the County is a private placement borrowing of no more than \$6m using existing County property as collateral and payable over a term of 10, 15, or 20 years. While a 25-year term is legally available, it is unadvisable because of the high risk of failing to obtain underwriting and a private sale placement opportunity.

Term	10 years	15 years	20 years
Project proceeds	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000
Issuance cost	150,000	150,000	150,000
Total debt proceeds	\$ 6,150,000	\$ 6,150,000	\$ 6,150,000
Estimated true interest rate	1.73%	2.20%	2.64%
Total interest costs	\$ 599,841	\$ 1,147,139	\$ 1,845,833
Average annual debt service	\$ 669,694	\$ 481,950	\$ 395,755

As the County’s general fund budget is not structurally balanced and does not have unappropriated surplus funds, staff advise earmarking a specific unappropriated revenue source for making future debt service payments, shown above as averaging between \$395,755 and \$669,694, depending on the terms ultimately agreed upon. Finance staff have identified the potential for up to \$320,000 of available revenues for this purpose, although the details are currently being developed. There remains a annual shortfall of between \$76,000 to \$350,000, depending on which financing options is ultimately pursued.

Another type of financing potentially available is the Communities Facilities Direct Loan Program, sponsored through the Rural Development Office of the USDA. The jail project qualifies as an essential community facility available for this type of financing and the County is an eligible borrower. We are awaiting a call back from the Rural Development Office to obtain more information.

The specific steps to acquire financing under this program are listed below and the process usually takes six to 12 months.

- Hold an initial meeting with Rural Development Office representative
- Hold a pre-application meeting with Rural Development Office representative
- Prepare and submit an application
- Obtain approval of construction plans, specifications, and procurement contracts
- Hold pre-construction conference with Rural Development Office representative and the construction contractor
- Disbursement of interim financing proceeds
- Loan closing

This program is designed for smaller agencies with limited access to financing. While the County is an eligible borrow (no more than 20,000 residents), the County may be precluded from participating because we have access to existing financing options. Entities are barred from participating if other commercial lending is available at reasonable rates and terms. The County is financially sound and has access to COP type financing.

This type of financing has many conditions and much oversight by the Rural Development Office, including:

- County must establish a debt reserve equal to 10% of each annual debt service payment. It is uncertain if these funds must be provided unencumbered or can be included with the amount borrowed. Such a requirement would increase the amount the County will need to borrow.
- County must establish a capital replacement reserve as a financial means of replacing the new jail facility at the end of its useful life.

- Review of the County's application takes place at three levels: local office review, state office review, and national office concurrence.
- There is a statutory requirement that applicants provide evidence that the project has significant community support.
- Must allow 3-6 months for the required completion of an environmental review process
- Must meet all requirements of the Advisory Council on Historic Preservation Section 106 process. We are unsure at this time if this entails a separate evaluation process.
- Must allow 6-12 weeks for a qualified independent third party to complete a financial feasibility report
- The Rural Development Office must pre-approve all service contracts with legal, architectural/engineering, bond counsel, and accounting service providers
- Any significant changes in project cost, source of funds, and scope of services must be reported to and approved by the Rural Development Office
- An appraisal is required for the property used as security for the loan
- Management agreements must be approved in advance by the Rural Development Office
- Construction contract and plans must be approved in advance by the Rural Development Office

As can be seen from the preceding long list of constraints and oversight conditions, this is a complex undertaking, suggesting there should be a substantial financial benefit to the County to choose this option. The benefit of accessing this type of financing is the ability to use a 40-year payback term instead of 20 years, and at below market rates. At this time, staff do not have the factual data that would enable making this comparison. It is uncertain what the below market rates are until we receive a phone call back from Agency staff. Below market rates for the program are not published. Typically, below market rates are ½ to 1% less than market. If this is the case, the amount of interest cost savings and the decrease in annual debt service may be insufficient considering the extended time it takes to obtain financing to justify delaying establishment of this project with the state. A condition required to establish our project is for your Board to adopt a resolution identifying the specific source of financing for the project spending budget gap, and there may be some uncertainty as to the level of specificity acceptable to state officials.

One other type of financing, which raises its own revenues for annual debt service repayment, is General Obligation Bonds. These bonds must be approved by the electorate and the debt service requirements collected via the tax rolls. The process to secure General Obligation Bond financing is estimated at 12 to 18 months, and there are other competing capital projects that may benefit more beneficially from a General Obligation tax assessment than the jail project.

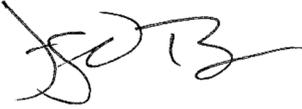
#### **Next Steps:**

As part of the Establishment Package, the County must provide CEQA documentation, which has been completed, and the Financial Resolution that establishes and confirms that the County has adequately prepared for the match requirements in the grant application and committed to funding the remaining project costs. The County has done well to prepare for the \$1.6m cash match with several budget decisions over the last several years, with the amount currently set-aside in full. It is the commitment to the remaining project costs that now presents a hurdle.

Because of these budget overages, staff was compelled to investigate and pursue as many options as possible to reduce the budget overage and investigate ways to fund it. With these

numbers known, staff is seeking to reaffirm the Board's commitment to this project based on the new numbers, with the Financial Resolution presented for Board approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB' with a stylized flourish extending to the right.

Ingrid Braun  
Sheriff-Coroner

# MONO COUNTY PUBLIC WORKS DEPARTMENT NEW JAIL

221 TWIN LAKES RD  
 BRIDGEPORT, CA 95317

## MONO COUNTY NEW JAIL NEW CONSTRUCTION 100% SCHEMATIC DESIGN JUNE 17, 2021



ARCHITECTURAL SYMBOLS LEGEND	LIST OF ARCHITECTURAL ABBREVIATIONS	PROJECT DIRECTORY	APPLICABLE CODES
<p><b>DETAIL INDICATOR - REFERENCE &amp; DETAIL INDICATOR - ITEM</b></p> <p><b>DETAIL INDICATOR - SECTION &amp; DETAIL INDICATOR - SECTION ITEM</b></p> <p><b>SECTION INDICATOR - PARTIAL RESPONSIBILITY &amp; DETAIL INDICATOR - AREA</b></p> <p><b>SECTION INDICATOR - BUILDING</b></p> <p><b>ELEVATION INDICATOR - EXTERIOR</b></p> <p><b>ELEVATION INDICATOR - INTERIOR - SINGLE &amp; MULTIPLE VIEW</b></p> <p><b>MATCH LINE</b> SEE XX / X-XXX</p> <p><b>REFERENCE GRID WITH REFERENCE GRID LINES</b></p> <p><b>REVISION INDICATOR &amp; REVISION CLOUD</b></p> <p><b>ROOM NAME</b></p> <p><b>ROOM IDENTIFIER WITH ROOM NAME &amp; NUMBER</b></p> <p><b>ELEVATION INDICATOR - LEVEL &amp; SPOT</b></p> <p><b>WINDOW OR LOUVER IDENTIFIER</b></p> <p><b>KEYNOTE INDICATOR</b></p> <p><b>PLAN NORTH &amp; TRUE NORTH INDICATOR</b></p>	<p>SEE UNITED STATES NATIONAL CONVENTIONS FOR ANY ABBREVIATIONS NOT LISTED BELOW.</p> <p><b>A</b> AND</p> <p><b>(E)</b> FOOT FEET</p> <p><b>IN</b> INCHES</p> <p><b>#</b> NUMBER</p> <p><b>ALUM</b> ALUMINUM</p> <p><b>ARCH</b> ARCHITECTURAL</p> <p><b>AS UNIT</b> AIR-CONDITIONING UNIT</p> <p><b>AE</b> ARCHITECT ENGINEER</p> <p><b>AB</b> ANCHOR BOLT</p> <p><b>AC</b> ASPHALTIC CONCRETE</p> <p><b>ACC</b> ACCESSIBLE</p> <p><b>ACS DR</b> ACCESS DOOR</p> <p><b>ACS PNL</b> ACCESS PANEL</p> <p><b>ACS ST</b> ACCESS STAIR</p> <p><b>ADD</b> ADDITIONAL</p> <p><b>AD</b> AREA DRAIN</p> <p><b>ADC</b> AUTOMATIC DOOR CLOSER</p> <p><b>ADW</b> AUTOMATIC DOOR OPERATOR</p> <p><b>EWC</b> ELECTRIC WATER COOLER</p> <p><b>EQ</b> EQUIPMENT</p> <p><b>EQP</b> EQUIPMENT</p> <p><b>OFF</b> OFFICE</p> <p><b>OSL</b> OCEANIC SLABS</p> <p><b>OPH</b> OPPOSITE HAND</p> <p><b>OPWS</b> OPENING</p> <p><b>OPR</b> OPERIC</p> <p><b>PAF</b> POWER ACTIVATED FASTENER</p> <p><b>PLM</b> PROPERTY LINE PLATE</p> <p><b>UR</b> URBAN</p> <p><b>VCT</b> VINYL COMPOSITION TILE</p> <p><b>VERT</b> VERTICAL</p> <p><b>VEB</b> VESTIBULE</p> <p><b>VER</b> VERB</p> <p><b>VP</b> VINYL WALL COVERING</p> <p><b>WVF</b> VINYL WALL FABRIC</p> <p><b>WV</b> WOOD</p> <p><b>WO</b> WATER CLOSET</p> <p><b>WH</b> WATER HEATER</p> <p><b>WO</b> WHERE OCCURS</p> <p><b>WP</b> WORKING POINT</p> <p><b>WR</b> WATERPROOF MEMBRANE</p> <p><b>WVCT</b> WAINSCOT</p> <p><b>WT</b> WEIGHT</p> <p><b>WTR</b> WATER</p> <p><b>WWR</b> WELDED WIRE REINFORCEMENT</p> <p><b>DHM</b> DETENTION HOLLOW METAL DIMENSION DRAWING</p> <p><b>OS</b> OVEN</p> <p><b>DSP</b> DRY STANPOPE</p> <p><b>DWR</b> DRAWER</p> <p><b>EACH</b> EACH</p> <p><b>ESSB</b> EXTERIOR GYPSUM SHEATHING BOARD</p> <p><b>EIFS</b> EXTERIOR INSULATION AND FINISH SYSTEM</p> <p><b>EJ</b> ESPRESSO JOINT</p> <p><b>EL</b> ELEVATION</p> <p><b>ELC</b> ELECTRIC ELECTRICAL</p> <p><b>ELEV</b> ELEVATION</p> <p><b>EMER</b> EMERGENCY</p> <p><b>ENCL</b> ENCLOSURE</p> <p><b>EPB</b> ELECTRICAL PANEL BOARD</p> <p><b>EQM</b> EQUIPMENT</p> <p><b>EQP</b> EQUIPMENT</p> <p><b>OFF</b> OFFICE</p> <p><b>OSL</b> OCEANIC SLABS</p> <p><b>OPH</b> OPPOSITE HAND</p> <p><b>OPWS</b> OPENING</p> <p><b>OPR</b> OPERIC</p> <p><b>PAF</b> POWER ACTIVATED FASTENER</p> <p><b>PLM</b> PROPERTY LINE PLATE</p> <p><b>UR</b> URBAN</p> <p><b>VCT</b> VINYL COMPOSITION TILE</p> <p><b>VERT</b> VERTICAL</p> <p><b>VEB</b> VESTIBULE</p> <p><b>VER</b> VERB</p> <p><b>VP</b> VINYL WALL COVERING</p> <p><b>WVF</b> VINYL WALL FABRIC</p> <p><b>WV</b> WOOD</p> <p><b>WO</b> WATER CLOSET</p> <p><b>WH</b> WATER HEATER</p> <p><b>WO</b> WHERE OCCURS</p> <p><b>WP</b> WORKING POINT</p> <p><b>WR</b> WATERPROOF MEMBRANE</p> <p><b>WVCT</b> WAINSCOT</p> <p><b>WT</b> WEIGHT</p> <p><b>WTR</b> WATER</p> <p><b>WWR</b> WELDED WIRE REINFORCEMENT</p>	<p><b>OWNER</b>          MONO COUNTY PUBLIC WORKS          BRIDGEPORT, CA 95317          CONTACT: TONY DUBLINO          PHONE: 706.532.8669          EMAIL: TDOUBLIN@MONO.CA.GOV</p> <p><b>CIVIL ENGINEER</b>          NCE          1815 4th STREET SUITE 111          SACRAMENTO, CA 95811          CONTACT: BEAH TIEBER          PHONE: 916.752.8665          EMAIL: STEETIEBER@NCE.COM</p> <p><b>STRUCTURAL ENGINEER</b>          IDNAME          1919 14TH STREET          SACRAMENTO, CA 95811          CONTACT: TOM HOLLOWAY          PHONE: 916.556.1800          EMAIL: HOLLOWAY@LIONAKIS.COM</p> <p><b>MECHANICAL/PLUMBING ENGINEER</b>          FIRE PROTECTION          CH2M HILL ENGINEERING CONSULTANTS, INC.          1100 SUN CENTER DR, SUITE 100          PLACENTIA, CA 92669          CONTACT: MATT HAMILTON          PHONE: 951.331.2723          EMAIL: MHAMILTON@CAPITAL-ENGINEERS.COM</p> <p><b>SECURITY ELECTRONICS</b>          LATA TECH          1255 WEST 14TH STREET, SUITE 300          PLACENTIA, CA 92669          CONTACT: BOB ABOVIC          PHONE: 916.771.0776          EMAIL: BOBA@LATAELECT.COM</p> <p><b>FOOD SERVICE</b>          THE MARSHALL ASSOCIATES          26100 STREET, SUITE 20          OAKLAND, CA 94607          CONTACT: STEPHEN ANAGNES          PHONE: 415.877.1200          EMAIL: STEVEN@THEMARSHALLASSOCIATES.COM</p> <p><b>RADIO</b>          CSI TELECOMMUNICATION, INC.          8 HAMILTON LANDING STE 110          NOVATO, CA 94948          CONTACT: CRAIG THOMAS          PHONE: 524.746.2464          EMAIL: CTHOMAS@CSITELECOM.COM</p>	<p><b>ARCHITECT</b>          IDNAME          1919 14TH STREET          SACRAMENTO, CA 95811          CONTACT: MAHARAD FEET          PHONE: 916.556.1800          EMAIL: MAHARAD.FEET@LIONAKIS.COM</p> <p><b>INTERIORS</b>          IDNAME          1919 14TH STREET          SACRAMENTO, CA 95811          CONTACT: ANDREA GARDNER          PHONE: 916.556.1800          EMAIL: ANDREA.GARDNER@LIONAKIS.COM</p> <p><b>LANDSCAPE ARCHITECT</b>          KLA, INC.          1514 N. NOLAN STREET          SONOMA, CA 95070          CONTACT: CAROLAN HUNTINGDALE          PHONE: 206.532.2606          EMAIL: CAROLAN.HUNTINGDALE@KLA.COM</p> <p><b>ELECTRICAL ENGINEER</b>          ID CONSULTING ENGINEERS          1200 PLEASANT GROVE BLVD.          ROSELIE, CA 95978          CONTACT: DERRICK PADURARU          PHONE: 916.771.0776          EMAIL: DPADURARU@IDENGINEERS.COM</p> <p><b>FIRE ALARM</b>          ID CONSULTING ENGINEERS          1200 PLEASANT GROVE BLVD.          ROSELIE, CA 95978          CONTACT: BRAD BAKER          PHONE: 916.771.0776          EMAIL: BBAKER@IDENGINEERS.COM</p> <p><b>TELECOM</b>          ID CONSULTING ENGINEERS          1200 PLEASANT GROVE BLVD.          ROSELIE, CA 95978          CONTACT: MATT HARTNER          PHONE: 916.771.0776          EMAIL: MHARTNER@IDENGINEERS.COM</p>



PROJECT: MONO COUNTY NEW JAIL

221 TWIN LAKES RD  
 BRIDGEPORT, CA 95317

CLIENT: MONO COUNTY PUBLIC WORKS DEPARTMENT  
 P.O. BOX 457, BRIDGEPORT, CA 95317

ISSUED	MARK	DATE	DESCRIPTION
		06/17/2021	100% SUBMITTAL

MANAGEMENT	ISSUE PROJECT NO.	DATE	DESCRIPTION
		03/13/21	30% SUBMITTAL

AGENCY: LIONAKIS 2018

LOCATION MAP	VICINITY MAP	PROJECT DATA	SCOPE OF PROJECT	SHEET IDENTIFICATION LEGEND
		<p>REFER TO SHEETS C.A. 101, 101-01, 101-02, AND 01-11 FOR PROJECT DATA, BUILDING CONSTRUCTION, PROJECT OPERATIONS MAINTENANCE, CODE ANALYSIS, AND LIFE SAFETY/FLOOR/SET PLANS.</p>	<p>THIS PROJECT CONSISTS OF A NEW 80,000 SQUARE FOOT DETENTION FACILITY (JAIL) AND ASSOCIATED SITE IMPROVEMENTS. THE BUILDING WILL INCLUDE 36 HOUSING UNITS, TWO (2) BED ROOM UNITS, ONE (1) BED UNIT, AND ONE (1) BED CELL. ALSO INCLUDED ARE 300 MEN AND WOMEN CELL UNITS, 200 MEN AND WOMEN SHOWER AND LAUNDRY AND ADMIN. SPACE FOR STAFF. THIS IS A TYPE II FACILITY AS DESCRIBED IN THE CALIFORNIA ADMINISTRATIVE CODE CHAPTER 15.</p>	<p><b>DISCIPLINE DESIGNATORS - LEVEL 1</b></p> <p><b>SHEET TYPE DESIGNATORS</b></p> <p>0 - GENERAL          1 - PLANS          2 - ELEVATIONS          3 - SECTIONS          4 - LARGE SCALE DETAILS          5 - DETAILS          6 - SCHEDULES &amp; DIAGRAMS          7 - USER DEFINED          8 - USER DEFINED          9 - 3D REPRESENTATIONS</p>
			<p><b>DEFERRED SUBMITTALS</b></p> <p>APPROVAL OF THE AUTOMATIC FIRE ALARM SYSTEM AND THE AUTOMATIC FIRE SUPPRESSOR SYSTEM BY THE CALIFORNIA STATE FIRE MARSHAL IS DEFERRED. SHOP DRAWINGS FOR THESE SYSTEMS MUST BE SUBMITTED TO THE CALIFORNIA STATE FIRE MARSHAL AND THE BOARD OF STATE AND COMMUNITY CONNECTIONS FOR APPROVAL PRIOR TO INSTALLATION.</p> <p>THE FIRE ALARM SYSTEM SHALL CONFORM TO THE CALIFORNIA ELECTRICAL CODE ARTICLE 708 CALIFORNIA FIRE CODE SECTION 708 AND THE 2019 EDITION OF THE NFPA 720 (NFPA 72) INSTALLATION OF THE SYSTEM SHALL NOT BEGIN UNTIL PLANS AND SPECIFICATIONS, INCLUDING CALIFORNIA STATE FIRE MARSHAL LISTING NUMBERS FOR EACH COMPONENT, HAVE BEEN APPROVED BY THE CALIFORNIA STATE FIRE MARSHAL AND THE LOCAL FIRE AGENCY.</p> <p>THE AUTOMATIC FIRE EXTINGUISHING SYSTEM IN THE KITCHEN HOOD IS A DEFERRED APPROVAL ITEM.</p>	<p>0 - BUILDING IDENTIFIER - WHERE OCCURS          1 - DISCIPLINE DESIGNATOR - LEVEL 1          2 - REPLACE DASH WHERE OCCURS          3 - SHEET TYPE DESIGNATOR          4 - SHEET TYPE SUBSET DESIGNATOR          5 - LEVEL/SEQUENCE DESIGNATOR          6 - AREA IDENTIFIER - WHERE OCCURS          7 - UNBID PORTION IDENTIFIER - WHERE OCCURS</p> <p><b>C.A-123AB</b></p>

TITLE: COVER SHEET

SHEET: G-001



IF THIS SHEET IS NOT PRINTED AT A REDUCED PRINT-SCALE ACCORDINGLY

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4/23/2021 11:42:37 AM



1 NORTH WEST - PERSPECTIVE



2 NORTH EAST - PERSPECTIVE

LIONAKIS

1919 Newcomb Street  
Sacramento, CA 95811  
P 916.556.9900 F 916.556.9919  
www.lionakis.com

CONSULTANT



PROJECT  
MONO COUNTY NEW JAIL

221 TWIN LAKES RD  
BRIDGEPORT, CA 95317

CLIENT  
MONO COUNTY PUBLIC WORKS DEPARTMENT  
P.O. BOX 457, BRIDGEPORT, CA 95317

ISSUE	DATE	DESCRIPTION
MARK	06/17/2021	100% ISS SUBMITTALS

MANAGEMENT

ISSUE PROJECT NO.	318 03
CLIENT PROJECT NO.	2016-0002
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AGENCY

TITLE  
3D RENDERINGS  
GRAPHICS

SHEET

G-911

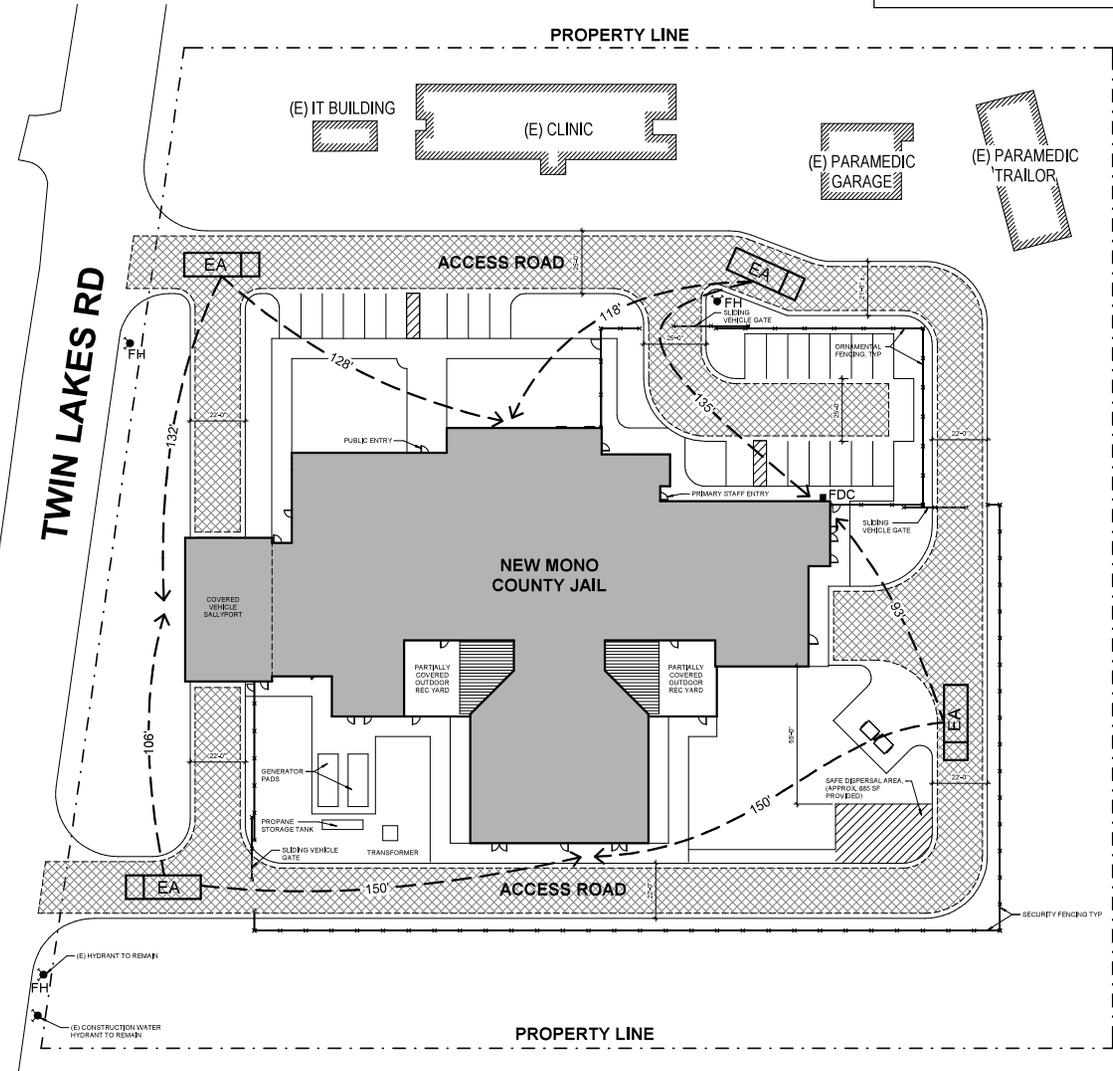


IF THIS SHEET IS NOT WHAT YOU ARE REQUESTING, PLEASE ADVISE IMMEDIATELY.

DATE PLOTTED: 11/20/2024 10:58:30 AM

### SITE FIRE LIFE SAFETY LEGEND

- PROPOSED BUILDING
- FIRE APPARATUS ACCESS ROAD  
REQUIRED PER CALIFORNIA CODE OF REGULATIONS, TITLE 16, DIVISION 1, CHAPTER 1, SUBCHAPTER 1, ARTICLE 3.05(A)  
REQUIRED ACCESS ROADS FROM BUILDING TO THE PUBLIC STREET SHALL BE ALL-WEATHER HARD-SURFACED SUITABLE FOR USE BY FIRE APPARATUS; RIGHT-OF-WAY NOT LESS THAN 20 FT. IN WIDTH. SUCH RIGHT-OF-WAY SHALL BE UNOBSTRUCTED & MAINTAINED ONLY AS ACCESS TO THE PUBLIC STREET
- SAFE DISPERAL AREA (REQUIRED PER 2019 CBC 1026.5)
- 150' → FIRE HOSE LENGTH
- FH FIRE HYDRANT
- FDC FIRE DEPARTMENT CONNECTION
- EA EMERGENCY APPARATUS



**1 LIFE SAFETY - SITE PLAN**  
1" = 20'-0"

**LIONAKIS**  
1919 Newland Street  
Sacramento, CA 95811  
P 916.556.9900 F 916.556.9919  
www.lionakis.com

CONSULTANT

SEAL  
FOR ARCHITECTURE  
AND ENGINEERING  
CONSTRUCTION

PROJECT  
**MONO COUNTY NEW JAIL**

221 TWIN LAKES RD  
BRIDGEPORT, CA 95317

CLIENT  
MONO COUNTY PUBLIC WORKS DEPARTMENT  
P.O. BOX 457, BRIDGEPORT, CA 95317

ISSUED	DATE	DESCRIPTION
MARK	06/17/2024	100% SUBMITTAL

MANAGEMENT

ISSUANCE PROJECT NO.	318.03
CLIENT PROJECT NO.	300.00.00
CONTRACT	15XMM1231

AGENCY

TITLE  
**FIRE LIFE SAFETY - SITE PLAN**

SHEET  
**GL101**

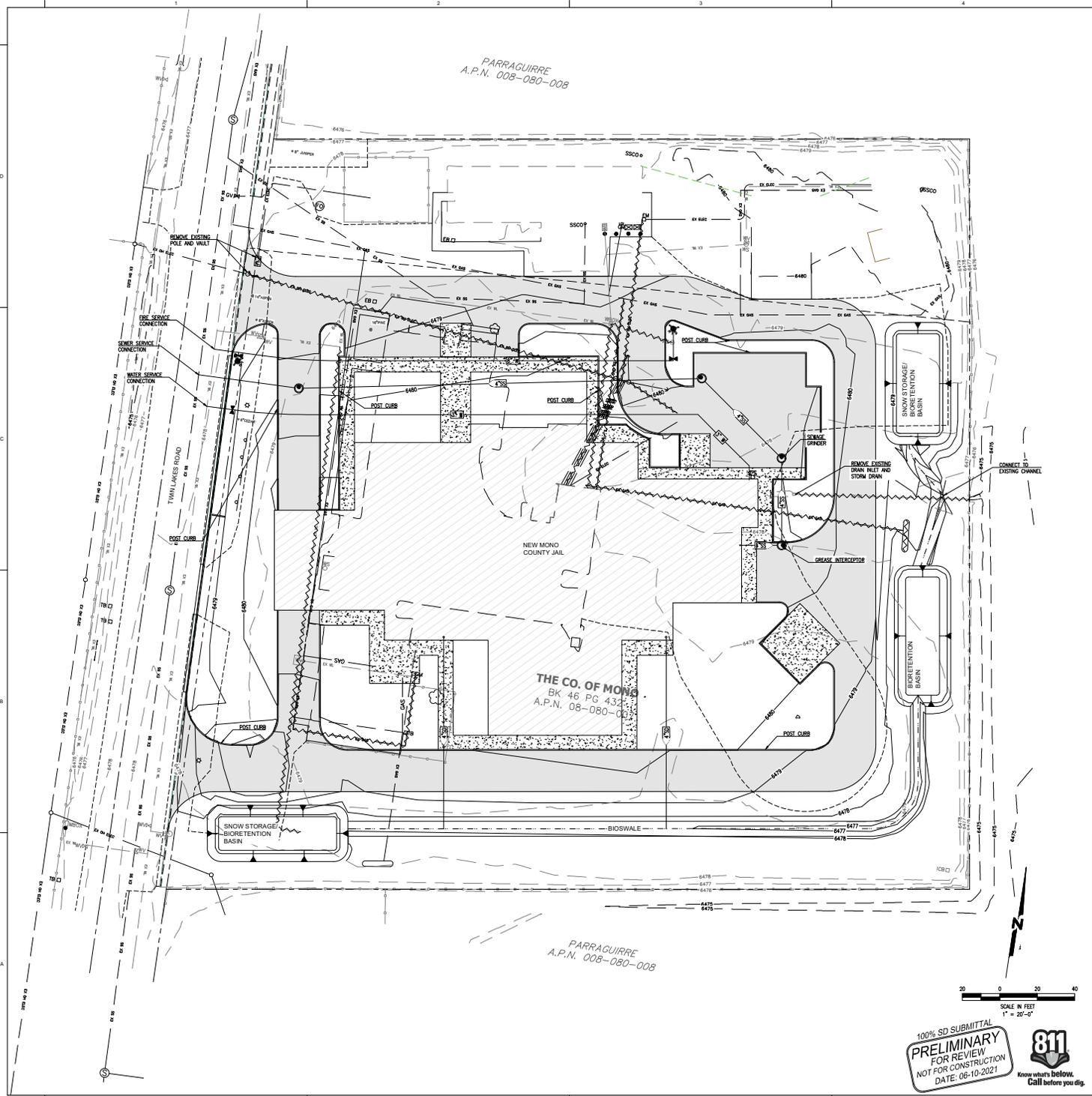




IF THE SHEET IS NOT TO SCALE, REFER TO THE RECORD PRINT SCALE ACCORDINGLY.

ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND DECIMALS THEREOF.

4/20/22 11:58 AM



- DEMO EXISTING UTILITY
- WATER LINE
- STORM DRAIN PIPE
- SANITARY SEWER PIPE
- GAS LINE

**LIONAKIS**  
 1919 Newhall Street  
 Sacramento, CA 95811  
 P 916.658.1800 F 916.658.1919  
 www.lionakis.com

**NCE**  
 1885 S. Arlington Ave. Suite 111  
 Reno, Nevada 89503  
 (775) 329-4955 Fax (775) 329-5098

PROJECT  
**MONO COUNTY NEW JAIL**

221 TWIN LAKES RD  
 BRIDGEPORT, CA 95317

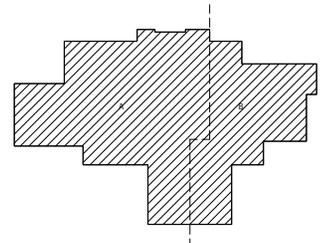
CLIENT  
 MONO COUNTY PUBLIC WORKS DEPARTMENT  
 P.O. BOX 457, BRIDGEPORT, CA 95317

ISSUED	DATE	DESCRIPTION
MARK	06/17/2021	100% SD SUBMITTAL

MANAGEMENT  
 LIONAKIS PROJECT NO. 218133  
 CLIENT PROJECT NO. 200-02-02  
 COPYRIGHT: LIONAKIS 2019

AGENCY

KEY PLAN



SCALE IN FEET  
 1" = 20'-0"

100% SD SUBMITTAL  
**PRELIMINARY**  
 FOR REVIEW  
 NOT FOR CONSTRUCTION  
 DATE: 06-10-2021

**811**  
 Know what's below.  
 Call before you dig.

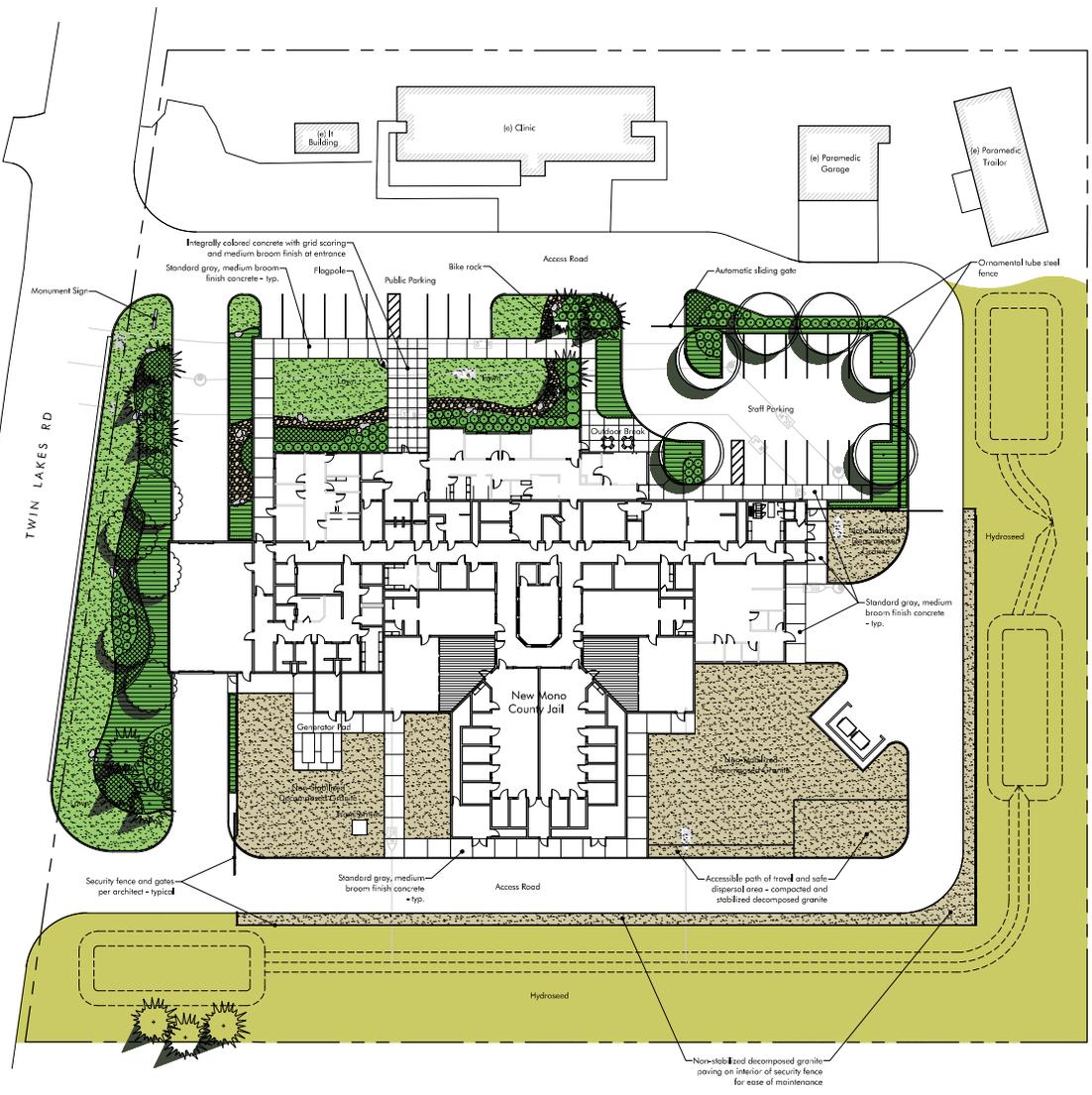
TITLE  
**CIVIL SITE PLAN**

SHEET  
**C-101**

IF THE SHEET REFERENCE IS A REDUCED PRINT, SCALE ACCORDINGLY

BY: 06/15/13 11:56 AM 01/14/2014 09:27:10 AM

4/20/22 11:15:27 AM



**Legend**

Symbol	Description	Symbol	Description
--------	-------------	--------	-------------

- Tree Legend**
- Alpine Tree**  
Oak trees to continue foothills theme with surrounding existing oak trees and to continue the theme established on adjacent parcels. Select trees locations to be specimen trees of larger container size.  
Qty: 12  
Size: 24" box
  - Upright Tree**  
Deciduous trees with distinctive upright growth habit to accentuate the alpine planting theme.  
Qty: 5  
Size: 24" box
  - Parking Lot Tree**  
Deciduous trees with upright branching to provide summer shade and sunlight in winter.  
Qty: 6  
Size: 24" box

**Ornamental Landscape - 8,513 sf**  
A mix of low-water using plantings with a variety of size, shape, color, and texture. Plants will be grouped in masses. As plantings move away from the building toward the project edges, planting species and layout will be simplified to blend back in with the native Sierra Nevada Alpine Landscape. Landscape uses will include foundation planting, screens, and massing.

Plant species will be selected based on water use (low), maintenance requirement, appearance, and adaptation to the region (hardiness). Plants will be a mix of California native and species well adapted to the Sierra foothills region and environment.  
The planting scheme and character currently being installed at the Juvenile Detention Facility and designed for nearby parcels (Courthouse and Transit Center) will be continued in order to promote continuity and to create a campus theme.  
Allow for the following planting breakdown for bid purposes: 60% of the area to be planted in 5-gallon plants spaced at 42" avg. average; 30% of the area to be planted with 1-gallon containers at 24" avg. average; 10% of the area to be planted in 15-gallon plants - spacing for 15-gallon will vary, allow for a minimum quantity of ten (10) 15-gallon container plants.

**Sod or Seed Natural Lawn - 6,435 sf**  
Traditional mowed lawn area to provide low lying landscape cover, providing clear sight lines and low maintenance.

**Natural Landscape - 32,696 sf**  
Non-irrigated native hydroseeded to naturalize open space.

**Aggregate - 14,481 sf**  
Sweeps of decorative aggregate with occasional boulders. Aggregate to be coordinated with client to minimize vandalism potential.

Decomposed granite paving - see plan for stabilized and non-stabilized conditions.



PROJECT  
**MONO COUNTY NEW JAIL**

221 TWIN LAKES RD  
BRIDGEPORT, CA 95317

CLIENT  
MONO COUNTY PUBLIC WORKS DEPARTMENT  
P.O. BOX 457, BRIDGEPORT, CA 95317

ISSUED	DATE	DESCRIPTION
MARK	06/17/2013	10% CD SUBMITTAL

MANAGEMENT	DATE	DESCRIPTION
ISSUED PROJECT NO.		134513
CLIENT PROJECT NO.		134513
CONTRACT		134513-010

TITLE  
**SCHEMATIC**  
**LANDSCAPE**  
**SITE PLAN**

SHEET  
**LS-101**





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 19, 2021

**Departments: Public Works**

**TIME REQUIRED** 15 minutes

**SUBJECT** Prop 68 Grant - Countywide  
Recreation Improvements

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Tony Dublino, Director of Public  
Works

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### AGENDA DESCRIPTION:

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

Request for Board support to apply for Prop 68 - Per Capita Grants for recreation projects at Walker Community Center/Park, Bridgeport Park, Mono Lake Park and Lee Vining Community Center.

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### RECOMMENDED ACTION:

- 1) Authorize submission of applications to the Proposition 68 – Per Capita Program for the following projects: Bridgeport Tennis Court Repurposing and Accessibility Improvements; Walker Tennis Court Repurposing; Mono Lake Park Accessibility Enhancements; Lee Vining Community Center Pump Track
- 2) Find that the projects are exempt, individually and collectively, from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301 – Existing Facilities and direct staff to file a Notice of Exemption.

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### FISCAL IMPACT:

The financial match is 20% of individual project cost, which can include in-kind labor contributions. The Proposition 68 – Per Capita Program will provide the County up to \$400,000, so the maximum match would be \$100,000 if all \$500,000 worth of projects are completed and \$400,000 were received from the state.

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**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5459 / tdublino@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[Staff Report](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/13/2021 10:56 AM	County Counsel	Yes
10/14/2021 5:00 PM	Finance	Yes
10/15/2021 3:17 PM	County Administrative Office	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** October 19, 2021  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tony Dublino, Director of Public Works  
**Subject:** Project Proposals for Proposition 68 – Per Capita Program

### Recommended Action:

1. Authorize submission of applications to the Proposition 68 – Per Capita Program for the following projects: Bridgeport Tennis Court Repurposing and ADA Improvements; Walker Tennis Court Repurposing; Mono Lake Park Accessibility Enhancements; Lee Vining Community Center Pump Track
2. Direct staff to file CEQA Notices of Exemption (15301 – Existing Facilities) for each project.

**Fiscal Impact:** The financial match is 20% of individual project cost, which can include in-kind labor contributions. The Proposition 68 – Per Capita Program will provide the County up to \$400,000, so the maximum match would be \$100,000 if all \$500,000 worth of projects are completed and \$400,000 were received from the state.

The County intends to provide in-kind staff time administering the projects, and project-specific work completed by Public Works staff to meet the 20% match requirement. If County in-kind services do not meet the entire match, staff recommends that un-appropriated CIP funds be applied to fulfill the match requirements. No General Fund impact is anticipated.

**Background:** At the January 21, 2020, regular meeting of the Mono County Board of Supervisors, the board unanimously adopted resolution R20-10 providing authorization for staff to apply for Proposition 68 – Per Capita funding made available to cities, districts, counties, and regional park districts for the purpose of local park rehabilitation, creation, and improvement on a per capita basis.

At the October 6, 2020, regular meeting of the Board of Supervisors, direction was provided for staff to prioritize **County-owned and managed facilities** with identified capital improvement needs. One of the key reasons is the land tenure requirements for the program, which creates challenges for projects located on park lands that are leased by the County, such as LADWP lands and USFS lands.

Over the months since that Board direction was provided, staff developed a list of eligible recreation projects from a list of identified projects, some of which had been submitted by community members and ranked by the Project Review Committee, and others that have been identified as necessary by Public Works and Recreation staff. Matt Paruolo, Eastern Sierra Sustainable Recreation Coordinator, led efforts to present the projects to respective RPACs for their feedback and input, and gathered additional project concepts throughout that effort.

The resulting list of projects were individually analyzed for feasibility by members of the Public Works/Facilities staff. Contacts were made with outside land agencies to review opportunities to meet land tenure requirements. Basic designs were prepared, and costs were estimated. Staff performed a final review to determine which of the projects made the most sense provided the cost/benefits, staff capabilities, and risk associated with land tenure requirements.

Several projects dismissed from consideration had land-tenure issues the County did not have confidence would be resolved in time to perform the project (Gull Lake Park), or had existing funding already appropriated to the project (Benton ballfield, Crowley CSA projects) where supplanting was a concern.

Project #1 was requested by a Bridgeport community member, has been ranked by the Project Review Committee and has been awaiting a funding opportunity. The project details have been refined by the RPAC and other community input.

Project #2 was requested by an Antelope Valley Community Member, has been ranked by the Project Review Committee and has been awaiting a funding opportunity. The project details have been refined by the RPAC and other community input.

Project #3 is a staff concept that has been waiting for the right funding opportunity and is focused on the enhancing the accessibility of Mono Lake Park.

Project #4 was conceived by staff, following community requests for skateboard features in the Lee Vining area. This concept expands on that request to include other users (bicycles, scooters), with scalability and flexibility that is well-suited to our climate and changing uses.

### **Recommended Projects:**

#### Project #1: Bridgeport Tennis Court Repurposing and ADA Improvements:

- Demolition and in-situ replacement of one tennis court (resurfacing, fence re-alignment, painting, striping to accommodate multi-sport; tennis, volleyball, pickleball, basketball, provide storage locker for sports equipment, night lighting on timer)
- Construction of ADA accessible restroom, pathways, and picnic table
- Demolish existing stone barbeque pit and replace with 2 freestanding barbeques.
- Various park amenities, waste receptacles, sports equipment
  - Total Project Cost: \$250,000
    - § Match requirement: **\$50,000**
    - § Prop 68 funding: \$200,000

#### Project #2: Walker Tennis Court Repurposing:

- Demolition and repurposing of northern tennis court to include:
  - (qty. 3) putting greens
  - (qty. 3) horseshoe pits
  - (qty. 1) shuffleboard court
  - (qty. 1) outdoor volleyball court
  - (qty. 3) ADA accessible picnic tables
  - (qty. 3) barbeque grills
    - Total project cost: \$94,000
      - Match requirement: **\$18,800**
      - Prop 68 funding: \$75,200

Project #3: Mono Lake Park Accessibility Enhancements:

- Construction of ADA Inclusive Playground features and pathway
  - Total project cost - \$98,000
    - Match requirement: **\$19,600**
    - Prop 68 funding: \$78,400

Project #4: Lee Vining Community Center Pump Track

Prepare site adjacent to Lee Vining Community Center for installation of a modular pump track

- Total project cost - \$58,000
  - Match requirement: **\$11,600**
  - Prop 68 funding: \$46,400

If you have any questions regarding this item, please contact Tony Dublino at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov) or at (760) 932.5459.

Respectfully submitted,



Tony Dublino  
Director of Public Works



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** October 19, 2021

**Departments: HR and Public Health**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Bryan Wheeler, Public Health Director

**SUBJECT** Employment Agreement - Deputy  
Director of Public Health (Limited  
Term)

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Jennifer Burrows as Limited Term Deputy Director of Public Health (through July 31, 2023), and prescribing the compensation, appointment and conditions of said employment.

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R21-\_\_\_, approving a contract with Jennifer Burrows as Deputy Director of Public Health, 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 cost for an entire fiscal year is \$110,572 of which \$94,809 is salary and \$15,763 is the cost of benefits, and was included in the approved budget.

**CONTACT NAME:** Bryan Wheeler

**PHONE/EMAIL:** 760-709-6741 / bwheeler@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Exhibit - Employment Agreement</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/14/2021 9:00 AM	County Counsel	Yes
10/14/2021 5:04 PM	Finance	Yes
10/15/2021 3:18 PM	County Administrative Office	Yes



# COUNTY OF MONO

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P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5410 • FAX (760) 932-5411

*Robert C. Lawton*  
County Administrative Officer

*John Craig*  
Assistant County Administrative Officer

To: Board of Supervisors

From: Robert C. Lawton, CAO

Date: October 19, 2021

Re: Employment Agreement with Jennifer Burrows

## **Recommended Action**

Adopt Resolution #R21-\_\_\_, approving a contract with Jennifer Burrows as Deputy Director of Public Health, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

## **Discussion**

The County has been given the opportunity to employ a limited-term, grant-funded Deputy Director of Public Health and Ms. Burrows was selected and offered the position. Ms. Burrows was hired by the County in May 2021 as a Health Program Manager. Given her experience in the County we are excited about having her continue her work as the Deputy Director of Public Health and the overall management of the Department.

We are very pleased to have Ms. Burrows assume the role of Deputy Director of Public Health and believe that she will be an outstanding addition to the Department.



**RESOLUTION NO. R21-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH JENNIFER BURROWS  
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 Jennifer Burrows, 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 Ms. Burrows. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of October 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Jennifer Kreitz, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF JENNIFER BURROWS AS LIMITED TERM  
DEPUTY DIRECTOR OF PUBLIC HEALTH FOR MONO COUNTY**

This Agreement is entered into by and between Jennifer Burrows and the County of Mono (hereinafter “County”).

**I. RECITALS**

Jennifer Burrows (hereinafter “Ms. Burrows”) was formerly employed by County as a limited-term Health Program Manager. Ms. Burrows was subsequently promoted to the position of limited-term Deputy Director of Public Health, accepted such continued employment and commenced serving in that capacity on June 1, 2021. The purpose of this Agreement is to memorialize the terms and conditions of Ms. Burrows’ employment as limited-term Deputy Director of Public Health.

**II. AGREEMENT**

1. Ms. Burrows’ employment as limited-term Deputy Director of Public Health commenced on June 1, 2021. Ms. Burrows shall continue to be employed by Mono County as its limited term Deputy Director of Public Health through July 31, 2023, unless or until terminated by either party in accordance with this Agreement.
2. Ms. Burrows shall serve at the will and pleasure of the Director of Public Health. The Director of Public Health shall be deemed the “appointing authority” for all purposes with respect to Ms. Burrows’ employment. The Director of Public Health and Ms. Burrows will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Burrows’ work. Ms. Burrows’ job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Public Health in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Burrows’ salary shall be initially set at Range 13, Step A of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix, and as the same may be amended or updated from time to time and unilaterally implemented by the County.

4. Ms. Burrows understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County, and also any employee share of the "normal cost" of her retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).
5. Ms. Burrows' shall earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of Management-level Officers and Employees," updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "*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 her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2021 to reflect Ms. Burrows' June 1, 2021 start date. Ms. Burrows understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.
6. To the extent deemed appropriate by the Director of Public Health, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Burrows' full participation in applicable professional associations, for her 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, Ms. Burrows 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 at the tier applicable to Ms. Burrows' employment, medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Burrows understands and agrees that her 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 her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Burrows cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or

benefits until such time as she 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 Ms. Burrows' 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 Ms. Burrows' employment, the Director of Public Health may terminate Ms. Burrows' 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. Ms. Burrows understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her 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 Director of Public Health may, in his or her discretion, take during Ms. Burrows' employment.
10. Ms. Burrows may resign her employment with the County at any time. Her 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. Ms. Burrows shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
11. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Burrows.
12. 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 Ms. Burrows' 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 Ms. Burrows' sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Ms. Burrows shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash

settlement related to termination by the County if Ms. Burrows is convicted of a crime involving abuse of office or position.

13. Ms. Burrows acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Burrows further acknowledges that she 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 her right to do so, and that she 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 by the parties this 19<sup>th</sup> day of October, 2021.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Jennifer Burrows

\_\_\_\_\_  
By: Jennifer Kreitz, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL