



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 February 1, 2022

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=e42e610c-7f06-4b97-b1d6-739b1ff28cf8

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/89192280099>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 891 9228 0099.

To provide public comment, press the "Raise Hand" button on your screen.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Zoom Webinar ID 891 9228 0099.

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. 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 at <http://monocounty.ca.gov/bos>. 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.

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 OFFICER

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. Proposed Letter of Support from Mono County Board of Supervisors to CAL FIRE Regarding Wildfire Prevention in the Eastern Sierra: Visitor Education and Outreach Proposal

Departments: Board of Supervisors, Sponsored by Chair Gardner

Proposed Letter of support from Mono County Board of Supervisors to CAL FIRE regarding Wildfire Prevention in the Eastern Sierra: Visitor Education and Outreach proposal to be submitted by the Whitebark Institute.

Recommended Action: Approve and authorize the chair to sign.

Fiscal Impact: None

B. Agreement with California State Parks for Services at Rock Creek Sno Park

Departments: Public Works - Roads

Agreement between California Department of Parks and Recreation and Mono County Department of Public Works for the provision of snow removal and ice control services on Rock Creek Road from Hwy 395 to the Rock Creek Snow Park during Sno-Park operating season of 1 October - 30 May.

Recommended Action:

- 1) Adopt proposed resolution R22-___ "A resolution of the Mono County Board of Supervisors authorizing entry into an agreement with California State Parks for snow removal services at Rock Creek SNO-Park."
- 2) Authorize Public Works Director to sign agreement C21550008 between the California Department of Parks and Recreation and Mono County Public Works.

Fiscal Impact: Up to \$9,999.87 in reimbursement to the Road Fund for snow removal services rendered to California Department of Parks and Recreation between approval of the agreement and May 30, 2023.

6. CORRESPONDENCE RECEIVED

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

A. Comment Letter from Lassen County Board of Supervisors to California Natural Resources Agency Regarding Draft "Pathways to 30 x 30" Strategy

Comment Letter From Lassen County Board of Supervisors to California Natural Resources Agency Regarding California Natural Resources Agency Draft "Pathways to 30x30: Accelerating Conservation of California's Nature."

7. REGULAR AGENDA - MORNING

A. Wildfire and Forest Resilience Update

Departments: Board of Supervisors, sponsored by Supervisor Corless
1 hour

(Supervisor Stacy Corless, Regional Fire and Forest Capacity Program Managers Holly Alpert and Rick Kattelman, Eastern Sierra Climate and Communities Resilience Project Manager Janet Hatfield) - Update on California Wildfire and Forest Resilience Task Force and related activities.

Recommended Action: Receive presentations on recent activities and meetings of California's Wildfire and Forest Resilience Task Force, as well as an update on state legislation and funding for wildfire resilience, local wildfire prevention and forest health efforts through the Regional Fire and Forest Capacity Program, and the Eastern Sierra Climate and Communities Resilience Project.

Fiscal Impact: None.

B. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health
15 minutes

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director, Dr. Caryn Slack,

Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

Recommended Action: None, informational only. Provide any desired direction to staff.

Fiscal Impact: None.

C. Mountain View Fire Update and Review of Emergency Declarations

Departments: Mountain View Fire Emergency Operations Center

10 minutes

(Justin Nalder, MVF EOC Director) - 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.

Find that 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. Bridgeport Jail Project - Construction Manager Contract

Departments: Public Works

10 minutes

(Paul Roten, County Engineer; Tony Dublino, Director of Public Works) - Proposed contract with Kitchell CEM pertaining to Construction Management Services in support of the Bridgeport Jail Project.

Recommended Action: Approve, and authorize the Public Works Director to execute and administer a professional services agreement with Kitchell CEM of Fresno, California, to provide Construction Management and Commissioning Services for the new Jail in Bridgeport in an amount not to exceed \$1,189,166.

This authorization shall include making minor amendments to said agreement from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

Fiscal Impact: The total contract limit is \$1,189,166. The amount is broken into the following phases: Phase 1: Project Establishment Assistance As-Needed Not to Exceed \$12,620 per Hourly Rates. Phase 2: Design Review and Analysis;

\$342,440. Phase 3: Construction Services \$722,560. Commissioning Services: \$111,546 will be covered by funds that have been set aside into the Jail Construction Account with the remaining costs covered through reimbursement from the \$25,000,000 SB844 Grant. The cost of the initial phase has been included in the approved FY 21/22 Budget.

E. Amendment to Deputy Probation Officers MOU

Departments: Probation

15 minutes

(Karin Humiston, Chief Probation Officer) - Proposed resolution amending the Memorandum of Understanding (MOU) between the County and the Deputy Probation Officers' Association to add Special Assignment Pay for Officers providing Batterers' Intervention Services.

Recommended Action: Adopt resolution amending MOU with Deputy Probation Officers Association to add a provision establishing five percent (5%) educational incentive/special assignment pay for up to three certified officers assigned as Batterers Intervention facilitators.

Fiscal Impact: Fiscal impact for the proposed Probation MOU change to add five percent (5%) batterer's intervention enhanced pay, annually would be \$14,087 which includes \$10,103 for salary and \$3,984 for benefits. This assumes three officers qualify for the pay for an entire year. The additional costs would be funded by the SB 678 revenues. No fiscal impact to the general fund.

F. Employment Agreement - Assistant to the County Administrator

Departments: CAO, Human Resources

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Cheyenne Stone as Assistant to the County Administrator, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R22-___, approving a contract with Cheyenne Stone as Assistant to the County Administrator, 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: Total cost of salary and benefits for FY 2021-22 is \$44,178, of which \$35,750 is salary, and \$8,428 is benefits. This is included in the County Administrator's budget. The cost for an entire fiscal year would be approximately \$96,389 of which \$78,000 is salary and \$18,389 is the cost of benefits.

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, John Craig, Patty Francisco, and Oliver Yee. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Initiation of Litigation

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

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 : *In re William R. Wilson on Habeas Corpus* (California Court of Appeal, Third Appellate District, Case No. C095273.).

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. City of Los Angeles, et al.* (California Court of Appeal, First Appellate District, Case No. A162590).

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: *Abshire et al. v. Newsom et al.* (9th Circuit Court of Appeals, Case No. No. 21-16442).

F. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code

section 54957. Title: County Administrative Officer.

10. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

Departments: Board of Supervisors, Sponsored by Chair Gardner

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Proposed Letter of Support from
Mono County Board of Supervisors
to CAL FIRE Regarding Wildfire
Prevention in the Eastern Sierra:
Visitor Education and Outreach
Proposal

AGENDA DESCRIPTION:

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

Proposed Letter of support from Mono County Board of Supervisors to CAL FIRE regarding Wildfire Prevention in the Eastern Sierra: Visitor Education and Outreach proposal to be submitted by the Whitebark Institute.

RECOMMENDED ACTION:

Approve and authorize the chair to sign.

FISCAL IMPACT:

None

CONTACT NAME: Rick Kattelman

PHONE/EMAIL: / rick@inyo-monowater.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter

History

Time	Who	Approval
1/25/2022 1:57 PM	County Counsel	Yes

1/25/2022 4:40 PM

Finance

Yes

1/28/2022 2:06 PM

County Administrative Office

Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Scheereen Dedman, Clerk of the Board

February 1, 2022

David Haas
Regional Forester
CAL FIRE
3800 North Sierra Way
San Bernardino, CA 92405
david.haas@fire.ca.gov
(sent via email)

Dear Mr. Haas:

We write to you to express our support of the “Wildfire Prevention in the Eastern Sierra: Visitor Education and Outreach” proposal to be submitted by the Whitebark Institute. We believe this project will provide critical and crucial education to visitors to the Eastern Sierra that would help decrease wildfire ignitions. This education project is intended to build upon the successful 2021 “Camp Like a Pro” campaign, which campaign which provided information related to the education, stewardship, enforcement, mapping, and infrastructure around camping in Inyo and Mono Counties, employing multiple channels for sharing this important information in the region.

The Eastern Sierra region is a year-round tourist destination, supporting rural communities via a robust recreation and tourism economy. Visitation in Inyo, Mono, and Alpine Counties – the areas covered by this proposal – tops four million people per year. In recent years, and particularly during the pandemic, visitation to the Eastern Sierra has grown immensely, causing a dramatic increase in dispersed camping.

Dispersed camping is a particular concern for our communities as many of these campers are new to the activity and not aware of the potential disastrous implications of unattended campfires. The highest concentrations of dispersed campers are within two miles of communities. Although there is not a region-wide estimate of how many people participate in dispersed camping, in the Alabama Hills alone, there were 100,000 dispersed campers in 2019. The Onion Fire of April 2021, which was sparked by a campfire west of Independence, served as a stark reminder of the potential detrimental impacts high rates of visitation can have on our region.

The capacity assessment undertaken by the Regional Forest and Fire Capacity Program in 2020 found that, among the stakeholders interviewed, fire prevention education targeted at visitors was the top priority. If funded, this proposal would launch a comprehensive visitor education and outreach campaign focused on fire prevention. We believe that such education could play an important role in reducing the risk of wildfires to our communities.

The Mono County Board of Supervisors believe that camping should be a positive and safe experience. This proposed project will help mitigate the negative impacts in the Eastern Sierra caused by the lack of education in wildfire prevention. Thank you for your consideration of this proposal.

Sincerely,

Bob Gardner, Chair
Mono County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

Departments: Public Works - Roads

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Agreement with California State
Parks for Services at Rock Creek
Sno Park

AGENDA DESCRIPTION:

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

Agreement between California Department of Parks and Recreation and Mono County Department of Public Works for the provision of snow removal and ice control services on Rock Creek Road from Hwy 395 to the Rock Creek Snow Park during Sno-Park operating season of 1 October - 30 May.

RECOMMENDED ACTION:

- 1) Adopt proposed resolution R22-__ "A resolution of the Mono County Board of Supervisors authorizing entry into an agreement with California State Parks for snow removal services at Rock Creek SNO-Park."
- 2) Authorize Public Works Director to sign agreement C21550008 between the California Department of Parks and Recreation and Mono County Public Works.

FISCAL IMPACT:

Up to \$9,999.87 in reimbursement to the Road Fund for snow removal services rendered to California Department of Parks and Recreation between approval of the agreement and May 30, 2023.

CONTACT NAME: Kevin Julian

PHONE/EMAIL: 7609325449 / kjulian@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Agreement and Exhibits

History

Time	Who	Approval
1/25/2022 10:20 PM	County Counsel	Yes
1/25/2022 4:34 PM	Finance	Yes
1/28/2022 2:06 PM	County Administrative Office	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: February 1, 2022
To: Honorable Chair and Members of the Board of Supervisors
From: Kevin Julian, Road Operations Superintendent
Subject: Rock Creek Road Snow Removal In Support of California Department of Parks and Recreation

Recommended Action:

1. Adopt proposed resolution R22-___ "A resolution of the Mono County Board of Supervisors authorizing entry into an agreement with California State Parks for snow removal services at Rock Creek SNO-Park."
2. Authorize Public Works Director to sign agreement C21550008 between the California Department of Parks and Recreation and Mono County Public Works.

Fiscal Impact: Up to \$9,999.87 in reimbursement to the Road Fund for snow removal services rendered to California Department of Parks and Recreation between approval of the agreement and May 30, 2023.

Discussion:

Mono County Department of Public Works has historically entered into agreements with the California Department of Parks and Recreation whereby the County is the contractor performing snow removal and ice control services on Rock Creek Road. The scope of work for the County, outlined in exhibit A, calls for snow removal and cindering services on Rock Creek Road from Highway 395 to the Sno-Park during the Sno-Park operating season of October 1 – May 30. This agreement is of mutual benefit to the County and State Parks as the County gets reimbursed for snow removal services on Rock Creek Road and State Parks is able to operate the Rock Creek Sno-Park without the added overhead of needing to maintain a snow removal capability in that area.

Per SCM Vol 1 3.05 - Contracts with Local Government: "When one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by a copy of the resolution, order, motion, ordinance or other similar document from the local governing body authorizing execution of the agreement."

If you have any questions regarding this item, please contact me at 760-932-5449. I may also be contacted by email at kjulian@mono.ca.gov.

Respectfully submitted,



Kevin Julian
Road Operations Superintendent

Attached:

Reso R22-XX
Exhibit A: Agreement C21550008



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING**

WHEREAS, the California Department of Parks and Recreation needs assistance with plowing and cindering along an approximately 5.7 mile-long stretch of Rock Creek Road from Highway 395 to the winter closure gate and the County Department of Public Works has the resources to be able to provide such services; and

WHEREAS, in order to enter into a contract with the County, a state agency requires a Resolution from the Board of Supervisors authorizing such entry.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

SECTION ONE: The Director of Public Works is hereby authorized to enter into a contract for the provision of plowing and cindering services along Rock Creek Road between Highway 395 and the winter closure gate with the State Department of Parks and Recreation.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C21550008	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

County of Mono, Department of Public Works

2. The term of this Agreement is:

START DATE

October 1, 2021 or upon Approval, Whichever is later

THROUGH END DATE

May 30, 2023

3. The maximum amount of this Agreement is:

\$9999.87 Nine Thousand Nine Hundred Ninety Nine Dollars and Eighty Seven Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A, Attachment 1	Service Area Map	1
Exhibit B	Budget Detail and Payment Provisions	1
+ Exhibit B, Exhibit 1	Budget Detail	1
+ Exhibit C*	General Terms and Conditions	04/2017
+ Exhibit D	Special Terms and Conditions	2
+ Exhibit D, Attachment 1	Amendments	1
+ Exhibit E	Additional Provisions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Mono, Department of Public Works

CONTRACTOR BUSINESS ADDRESS

PO Box 696

CITY

Bridgeport

STATE

CA

ZIP

93517

PRINTED NAME OF PERSON SIGNING

Tony Dublino

TITLE

Public Works Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C21550008	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

1725 23rd Street, Ste. 200

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

Sarah Miggins

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) plowing and cindering services as described herein:

Contractor shall provide all tools, equipment and labor necessary to perform winter plowing and cindering services on 5.69128 miles of Rock Creek Road; from Highway 395 to the winter closure gate. Services will be performed on an as needed basis **at a minimum of twice per week** throughout the SNO-PARK season which is from October 1 through May 30.

Invoices will be accompanied by a log, completed the same day as service is provided by the equipment operator detailing the following:

- A. Dates of snow removal
- B. Time of snow removal
- C. Number of hours the work was performed
- D. Name of Operator
- E. Type of equipment used
- F. Weather conditions during snow removal
- G. Approximate snow depth on toad surface prior to snow removal

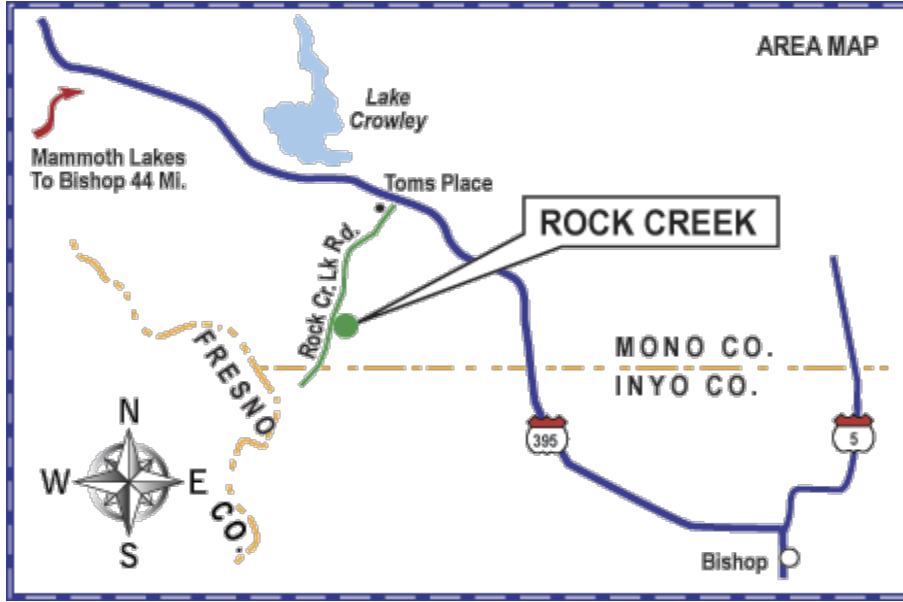
2. The services shall be performed at:
 Rock Creek Road near Rock Creek SNO-PARK, located in Mammoth Lakes, Mono County, CA 93546

3. The services shall be provided during:
 Any day and/or time necessary to meet the unpredictable needs of the public. This may include weekends, holidays and/or late nights as approved by the County leadership.

4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	County of Mono
Section/Unit:	OHMVR Division	Section/Unit:	Department of Public Works
Attention:	Josh Bernadas	Attention:	Tony Dublino
Address:	1725 23rd Street, Suite 200	Address:	PO Box 457
City/State/Zip Code:	Sacramento, CA 95816	City/State/Zip Code:	Bridgeport, CA 93517
Phone:	1-530-917-4003	Phone:	760-932-5459
Fax:		Fax:	760-932-5411
E-mail Address:	joshua.bernadas@parks.ca.gov	E-mail Address:	tdublino@mono.ca.gov

Exhibit A, Attachment 1-Service Area Map



**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Budget Detail , marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

VIA EMAIL TO:
Joshua.Bernadas@parks.ca.gov
Amy.Woodhull@parks.ca.gov

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

**Exhibit B Attachment 1
Budget Detail
Rock Creek SNO-PARK
Plowing and Cindering Services**

FY 2021

	A	B	C	D	E	F
Month	Times per Week	Hourly Rate	Hours	Total Cost per Week (A x B x C)	X 4 Weeks	Total For Month
December	2	\$ 42.37	2	\$ 169.48	4	\$ 677.97
January	2	\$ 42.37	2	\$ 169.48	4	\$ 677.97
February	2	\$ 42.37	2	\$ 169.48	4	\$ 677.97
March	2	\$ 42.37	2	\$ 169.48	5	\$ 847.40
April	2	\$ 42.37	2	\$ 169.48	4	\$ 677.97
May	2	\$ 42.37	2	\$ 169.48	4	\$ 677.97

Total FY 2021 \$ 4,237.25

Budget is based on a minimum of 2 days per week from December 1- May 31.

FY 2022

	A	B	C	D	E	F
Month	Times per Week	Hourly Rate	Hours	Total Cost per Week (A x B x C)	X # Weeks	Total For Month
October	2	\$ 42.37	2	\$ 169.48	4	\$ 677.97
November	2	\$ 42.37	2	\$ 169.48	4	\$ 677.97
December	2	\$ 42.37	2	\$ 169.48	4	\$ 677.97
January	2	\$ 42.37	2	\$ 169.48	4	\$ 677.97
February	2	\$ 42.37	2	\$ 169.48	4	\$ 677.97
March	2	\$ 42.37	2	\$ 169.48	5	\$ 847.40
April	2	\$ 42.37	2	\$ 169.48	4	\$ 677.97
May	2	\$ 42.37	2	\$ 169.48	5	\$ 847.40

Total FY 2022 \$ 5,762.62

Hours eligible for payment will be actual time spent performing work as outlined in Exhibit A.

Budget is based on a minimum of 2 days per week from October 1- May 31.

Contract Total : \$9999.87

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Disputes

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

2. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

3. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

4. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

Contractor's Name: Public Works

Agreement Number: C21550008

Page: 2 of 2**5. Potential Subcontractors**

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Priority Hiring Considerations for Contracts with a Value of \$200,000

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

7. Intellectual Property

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

8. Contractor's Duties, Obligations and Rights

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

**EXHIBIT E — PUBLIC ENTITY
(Standard Agreement)**

ADDITIONAL PROVISIONS

Student/Graduate Student Assistants

1. Notwithstanding any other provision of law to the contrary, no student employed pursuant to this agreement will accrue State civil service status nor be employed for more than 194 days in the 365 days following the initial date of employment. Students will not cause the displacement of civil service employees. Students are not to perform work that would normally be assigned to permanent, full-time State civil service employees, and due consideration shall be given to affirmative action in and when hiring students.
2. Students may be permitted by State to operate State owned vehicles or equipment when required in the normal course of carrying out their work assignments under this agreement, provided that the following occurs:
 - a. Students who operate vehicles on official business must have a valid driver's license and a good driving record.
 - b. A copy of the student's driver records must be obtained from Department of Motor Vehicle prior to commencement of work.
 - c. Students under the age of 18 may not operate State vehicles under any circumstances.
 - d. Students who operate their private vehicle on official business must complete a STD. 261, Authorization to Use Privately Owned Vehicles on State Business.
 - e. Students who operate their own or State vehicles on official business must attend and successfully complete an approved defensive driver training course at least once every four years. Said course must be completed before student will be allowed to drive on official business.
 - f. Students must provide written proof of insurance.
3. Any/all students hired under the auspices of this agreement may be subject to a background check at the discretion of State.
4. Refusing to cooperate with the request(s) as noted above can be grounds for immediate dismissal from all assignments within State. In addition, State, at its sole discretion, may terminate any student assistant from his/her work assignment if State is displeased with any aspect of the student's work or work-related conduct.
5. It is the responsibility of State to instruct and inform all students of the aforementioned conditions at the time of hire.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

TIME REQUIRED

SUBJECT Comment Letter from Lassen County
Board of Supervisors to California
Natural Resources Agency
Regarding Draft "Pathways to 30 x
30" Strategy

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Comment Letter From Lassen County Board of Supervisors to California Natural Resources Agency Regarding California Natural Resources Agency Draft "Pathways to 30x30: Accelerating Conservation of California's Nature."

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-932-5535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Comment Letter</p>

History

Time	Who	Approval
1/25/2022 1:54 PM	County Counsel	Yes
1/25/2022 4:39 PM	Finance	Yes
1/28/2022 2:06 PM	County Administrative Office	Yes

County of Lassen
BOARD OF SUPERVISORS



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District 1

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District 5

County Administration Office
221 S. Roop Street, Suite 4
Susanville, CA 96130
Phone: 530-251-8333
Fax: 530-251-2663

January 18, 2022

Wade Crowfoot, Secretary
California Natural Resources Agency
715 P Street
Sacramento, CA 95814

RE: Comment Letter, Draft "Pathways to 30x30" strategy

Dear Mr. Crowfoot:

On behalf of the Lassen County Board of Supervisors, I am pleased to provide our comments on the California Natural Resources Agency (CNRA) Draft "Pathways to 30 x 30: Accelerating Conservation of California's Nature."

30 x 30 divides California into nine regions and puts Lassen County in the Sierra Nevada Region. While a portion of the Sierra Nevada mountain range does exist in Lassen County, other equally important landscapes in Lassen County include the Cascade Range, Modoc Plateau, and Basin and Range geomorphic provinces. All of these equally important landscapes converge nearby the county seat of the City of Susanville. Lassen County covers 4,720 square miles, the 8th largest county by size, and 47th least populated county in the state. Lassen County is also the location of Eagle Lake, the second largest natural fresh water lake wholly in California. There are nine state-managed wildlife areas and 1.6 million acres of public land is managed by the federal government. Overall, approximately 59% of the land in Lassen County is owned or controlled by a federal, state or local government agency.

Please accept and give your full consideration to our comments, as follows:

Conservation Challenges:

- **Intergovernmental Partnerships:** The Draft seeks to utilize intergovernmental partnerships. A good starting point for improving intergovernmental partnerships would be for the State to honor its past promises made to counties. With regard to land conservation, the state currently owes millions of dollars to Lassen County from the California's Payment-in-Lieu-of Taxes (PILT) program of 1949 and California Land Conservation Act of 1965 (Williamson Act). These are payments made by the State for mitigating the adverse impacts to county property tax revenues that result when the state acquires private property for wildlife management areas or when private property enrolls in the Williamson Act program. The state's broken promises have impacted this county's ability to deliver basic public services, especially public safety.

- **State priorities:** The state is not currently maintaining land and facilities under its ownership. While it is predicted in the Governor's 2022-2023 proposed budget that the state will have a \$45.7 billion surplus, the state has \$66.9 billion in deferred maintenance for state-owned facilities. In the state's California Five-Year Infrastructure Plan 2021-22, the state has identified \$66.9 billion in deferred maintenance but the then 2021-22 Governor's Budget had only proposed \$250 million for deferred maintenance projects. Needed, but not funded, deferred maintenance requests include \$1.2 billion for state parks, \$157 million for the Department of Forestry and Fire Protection, and \$71 million for the Department of Fish and Wildlife. According to the state's infrastructure plan, that "deferred maintenance is maintenance that has not been completed to keep state-owned facilities in an acceptable and operable condition and that is intended to maintain or extend their useful life." The 30 x 30 strategy should solve this problem and emphasize clearing the backlog of deferred maintenance, on behalf of Californians, prior to the state making any new acquisitions of land.
- **Trespassing and environmental crimes on public lands:** Overcoming illegal cannabis cultivation's impacts, and other crimes on our public lands, are a major conservation challenge. All of the environmental harms, enforcement problems, and threats to public safety associated with illegal cannabis cultivation are proving to be unsurmountable problems that all levels of government are dealing with and achieving little success.
- **Intensifying wildfires:** Climate change alone is not the reason for wildfires. Decades of forest mismanagement by public agencies and environmental regulations have created hazardous fuels conditions throughout our public lands. Gross mismanagement has resulted in loss of life and property, destroyed businesses and lost jobs, and ruined the resource, and our local economy, now and for future generations.
- **Wildlife Migration Corridors:** According to the UC Davis Road Ecology Center; Seventh Annual Special Report on the Impact of Wildlife-Vehicle Conflict (WVC) on California Drivers and Animals, "Wildlife-vehicle collisions continue to be an under-recognized and under-reported threat to wildlife population and to drivers in certain areas." Lassen County would support actions by the state to allocate sufficient funding to build needed WVC reduction projects along the U.S. Hwy 395 corridor.
- **Groundwater exportation to the State of Nevada:** The potential and threat of water exportation from Lassen County ground water basins was demonstrated in the late 1980's and 1990's with private interests in the State of Nevada to develop projects in Washoe County, Nevada. The state has adopted groundwater restrictions to deal with exportation including the Sierra Valley Groundwater Basin Act, Honey Lake Valley Ground Water Basin Act, and Surprise Valley Groundwater Basin Act, in response to the intentions of the private interests in Nevada to pump groundwater from California.
- **State "managed" Wildlife Areas:** Lassen County is home to several state "managed" wildlife areas. As discussed above, the state has billions of dollars of deferred maintenance. 30 x 30 should address deferred maintenance, and improve the critical habitat within, state "managed" areas. Wildlife areas in Lassen County include Willow Creek, Honey Lake, Hallelujah Junction, Biscar, Ash Creek, Doyle, Surprise Valley, Bass Hill, and Silver Creek. These are areas that contain critical habitat that require greater budgetary priority by the state, especially to address issues such as invasive species,

deferred maintenance, habitat restoration, and accessibility improvements for visitors.

Important Habitats for Conservation:

- Important habitats for conservation must be those that contain critical habitat, that if acquired, will expand and increase public opportunities for hunting and fishing by the general public. Support for and expansion of hunting and fishing opportunities is well known to be a great motivation for the acquisition and conservation of land. It is very important to us that the state continue to work in partnership with wildlife and fisheries habitat conservation groups to ensure that existing lands and new acquisitions do not prohibit or exclude opportunities for hunting, fishing, and gathering.

Access Priorities:

- As stated above, the state has tens of billions of dollars of deferred maintenance. Removal of barriers to access to state-owned lands, pursuant to the Americans with Disability Act, should be a priority of the state to complete prior to the state acquiring additional properties and conservation easements.
- Multiple Use. Management of state-owned lands should provide assurance of maximum public benefit. The state should plan for multiple use and manage renewable and non-renewable resources to maximize public benefit. Access plans should accommodate all uses and users, including powered mobility-aids, all-terrain vehicles (ATV), horseback riding, foot traffic, swimming, skiing and over-snow-vehicles, target shooting, hunting, fishing, off-highway vehicles, mountain biking, camping, and other user groups.

Barriers to Access:

- According to the California Protected Areas Database, there are over 50 million acres of protected open space lands in California in addition to 49.6 million acres in 15,989 "parks". The state should aggressively focus on removing barriers to access to those lands prior to implementing 30 x 30.

Projected Climate Change Impacts:

- Projected Climate Change Impacts cannot be mitigated. Lack of funding and unfunded state mandates are the most significant threats and barriers facing Lassen County's ability to provide public services. Lack of funding and unfunded state mandates reduces the county's ability to plan, prepare for and respond to impacts facing Californians and visitors to the state, such as impacts caused from extreme temperatures, fires, drought or flooding, grid failures, and inclement weather.

Potential Nature-Based Solutions:

- Mismanagement of public forestlands is a disaster being made worse from antiquated environmental laws and regulations that slow or prevent good science based sustainable habitat work, and other resource and forest management efforts. A potential nature-based solution would be to seek to eliminate environmental "green tape" that causes delay in controlling invasive species and delay the harvesting/planting/reforestation of wildfire destroyed forestlands, grasslands, and other critical habitats.
- Agricultural based solutions, such as Williamson Act, should be given urgency and priority over land acquisitions. Agriculture is one of California's key industries. Continued use and conservation of grazing and farmland are opportunities that also provide wildlife habitat and

water quality benefits. Using the Williamson Act would decrease the state's need to acquire and manage land, however, would add to the amount of conserved land throughout the state. The state should incentivize, through the removal of financial, policy and regulatory barriers, investments in farming and grazing practices that help to achieve the state's conservation objectives. Studies from the University California, Davis, have found that grasslands and rangelands can be more resilient carbon sinks than forests, and that proper grazing management can even help mitigate climate change.

- Restoring and maintaining fire resilient landscapes by doing hazardous fuel treatments such as chipping, thinning, burning and grazing are nature-based solutions. Fuel hazard mitigation efforts have treated over 90,000 acres in Lassen County and an additional 30,000 acres are scheduled for treatment by the Lassen Fire Safe Council, Inc. The state should continue to do more to make incentives and enact regulatory-relief measures that simplify and accelerate state and federal approvals to restore and create resilient landscapes.
- Excessive feral horse and feral burro grazing, invasive annual grasses, expansion of native western juniper, and altered frequencies of fire are cited examples by the California Wildlife; Conservation Challenges (CA State Wildlife Action Plan 2005) as major stressors negatively affecting resources. These are serious problems causing negative impacts on resource lands. Dealing with these issues, should, more than anything else, be given urgency and priority by the state as essential nature-based solutions that can provide immediate conservation benefits without the need to acquire additional land.
- Groundwater Sustainability Agencies. The state's Sustainable Groundwater Management Act (SGMA) is establishing managing groundwater at the local level. Priorities that may be implemented in groundwater sustainability plans (GSPs) could include water conservation efforts that also could be advantageous to wildlife habitat and ecosystems dependent on groundwater and interconnected surface water.

Conservation Challenges:

- We completely disagree with the state's assertion of competing priorities between grazing, agriculture, and conservation. This is simply not a true statement. Livestock grazing is being used with success for improving and maintaining habitat for important species, and grazing also helps to keep potential wildfire fuels in check and helps to control non-native plants. We respectfully request that you correctly give importance to the use of grazing and agricultural practices as a successful and relevant management tool for achieving conservation objectives. Science and peer-reviewed studies on such successes are available from the University of California, Agriculture and Natural Resources publications. The state should investigate why many grazing permit allotments are not being utilized on federal lands to determine solutions that can expand grazing as a management tool.
- The state's practice of deferring maintenance of existing state-owned lands, and not partnering with local agencies to improve upon other public lands, means potentially higher costs to Californians, health and safety failures, barriers to access, and other negative implications. The state must redirect and focus its conservation priorities to deal with deferred maintenance and the restoration of existing landscapes, statewide and locally.

Conservation Successes:

- There are many notable conservation success examples. Here are a few recent publications

spanning grazing systems and conservation benefits:

- Rangeland Ecosystem Service Markets: Panacea or Wicked Problem? Roche LM, Saitone TL and Tate KW (2021)
- Soil Health as a Transformational Change Agent for US Grazing Lands Management, J.D. Derner et al / Rangeland Ecology & Management 71 (2018)
- Riparian Meadow Response to Modern Conservation Grazing Management, Kristin M. Oles, et al / Environmental Management (2017)

And, specifically to Lassen County:

- Buffalo Skedaddle Sage-grouse Working Group. A multi-stakeholder group that is still active, and on-going, a collaborative for promoting improvement of sagebrush and sage grouse habitat in eastern Lassen County (extending into Washoe County, Nevada).
- Pine Creek Coordinated Resources Management Planning group (CRMP). A locally driven collaborative to maintain Eagle Lake water quality and Eagle Lake rainbow trout conservation, while maintaining grazing, forest management, and recreation within the Eagle Lake basin.
- Locally, there are numerous conservation projects at a smaller scale that are too numerous to list herein.
- Resource Conservation Districts (RCDs) are promoted as the “Go-to hubs for conservation.” RCDs in Lassen County include the Fall River RCD, Honey Lake Valley RCD, Pit RCD, Sierra Valley RCD, and Feather River RCD. The state’s 30 x 30 strategy must recognize, build upon and prioritize support of RCDs for their decades of successful partnerships and conservation successes, statewide.

Thank you for your consideration of our comments.

Sincerely,



Chris Gallagher, Chairman
Lassen County Board of Supervisors

CC: Assemblymember Megan Dahle
Senator Brian Dahle
“30 x 30 Sierra Nevada Region”:
Alpine County Board of Supervisors
Amador County Board of Supervisors
Calaveras County Board of Supervisors
El Dorado County Board of Supervisors
Fresno County Board of Supervisors
Inyo County Board of Supervisors
Kern County Board of Supervisors
Madera County Board of Supervisors
Mariposa County Board of Supervisors
Modoc County Board of Supervisors
Mono County Board of Supervisors
Nevada County Board of Supervisors
Placer County Board of Supervisors
Plumas County Board of Supervisors
Tulare County Board of Supervisors
Tuolumne County Board of Supervisors
Rural County Representatives of California (RCRC)
California State Association of Counties (CSAC)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

Departments: Board of Supervisors, sponsored by Supervisor Corless

TIME REQUIRED 1 hour

SUBJECT Wildfire and Forest Resilience Update

PERSONS APPEARING BEFORE THE BOARD

Supervisor Stacy Corless, Regional Fire and Forest Capacity Program Managers Holly Alpert and Rick Kattelmann, Eastern Sierra Climate and Communities Resilience Project Manager Janet Hatfield

AGENDA DESCRIPTION:

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

Update on California Wildfire and Forest Resilience Task Force and related activities.

RECOMMENDED ACTION:

Receive presentations on recent activities and meetings of California's Wildfire and Forest Resilience Task Force, as well as an update on state legislation and funding for wildfire resilience, local wildfire prevention and forest health efforts through the Regional Fire and Forest Capacity Program, and the Eastern Sierra Climate and Communities Resilience Project.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Roadmap to a Million Acres
Confronting the Wildfire Crisis
ESCCRP

History

Time	Who	Approval
1/27/2022 9:55 AM	County Counsel	Yes
1/26/2022 3:41 PM	Finance	Yes
1/28/2022 2:05 PM	County Administrative Office	Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Scheereen Dedman, Clerk of the Board

Date: February 1, 2022

To: Honorable Board of Supervisors

From: Supervisor Stacy Corless, Regional Fire and Forest Capacity Program Managers
Holly Alpert and Rick Kattelman, Eastern Sierra Climate and Communities
Resilience Project Manager Janet Hatfield

Subject: Wildfire and Forest Resilience Update

Recommended Action:

Receive presentations on recent activities and meetings of California's Wildfire and Forest Resilience Task Force, as well as an update on state legislation and funding for wildfire resilience, local wildfire prevention and forest health efforts through the Regional Fire and Forest Capacity Program, and the Eastern Sierra Climate and Communities Resilience Project.

Background:

In 2021, California made unprecedented investments in response to unprecedented loss and impacts from wildfires. Part of the state's response was the creation of the Wildfire and Forest Resilience Action Plan, a strategy that includes key actions to reduce wildfire risk, improve forest health and combat climate change across administrative and agency boundaries. Action plan implementation is guided by the state's Wildfire and Forest Resilience Task Force (formerly the Forest Management Task Force). The task force is staffed through the California Natural Resources Agency (CNRA) and co-chaired by CNRA Secretary Wade Crowfoot and US Forest Service Region 5 Forester Jennifer Eberlein, and includes an executive committee with representatives from both the Rural County Representatives of California and the California State Association of Counties. Supervisor Corless continues to serve as RCRC's representative on the task force for 2022.

The task force meets bimonthly to report on action plan progress and to give updates on funding, policy and status of state and federal wildfire response. Recent meetings included a tour of the Caldor Fire footprint and discussions of what impact wildfire prevention efforts and forest treatments had on that fire, and presentations on state and federal initiatives to increase the pace and scale in forest health and fuels reduction (see attachments "the Roadmap to a Million Acres" and "Confronting the Wildfire Crisis").

Find the Wildfire and Forest Resilience Action Plan and more details about the Wildfire and Forest Resilience Task Force here:

<https://fmtf.fire.ca.gov/>

Regional Forest and Fire Capacity Program

The Regional Forest and Fire Capacity Program (RFFCP) is a CNRA program administered by the Department of Conservation. RFFCP seeks to increase regional capacity to prioritize, develop, and implement projects that improve forest health and fire resiliency throughout California. For the Eastern Sierra region of Mono, Inyo and Alpine counties, the RFFCP is funded through a grant from the Sierra Nevada Conservancy. Regional frameworks developed through RFFCPs across the state will inform project prioritization and implementation of the statewide action plan. The Eastern Sierra RFFCP is administered through the Eastern Sierra Water Association.

Eastern Sierra Climate and Communities Resilience Project

A major focus for the state and US Forest Service is shifting from smaller scale forest health work to “landscape-level” projects in order to meet the urgent need for community protection and forest health. The Eastern Sierra Climate & Communities Resilience Project (ESCCRP) is the first of its kind in Mono County, aiming to complete ecological forest restoration on 56,000 acres of Inyo National Forest lands around Mammoth Lakes. The project has had success securing funding for planning and an initial phase of implementation. ESCCRP was recently awarded a CAL FIRE early-action grant to begin work this year on shovel-ready aspects of the project as part of the state’s historic investment in wildfire resilience and efforts to implement the Wildfire and Forest Resilience Action Plan. Through the Eastern Sierra Council of Governments, the project has also secured funding for the “Eastern Sierra Pace and Scale Accelerator” that will build local capacity for environmental analysis required for ESCCRP and future forest restoration projects.

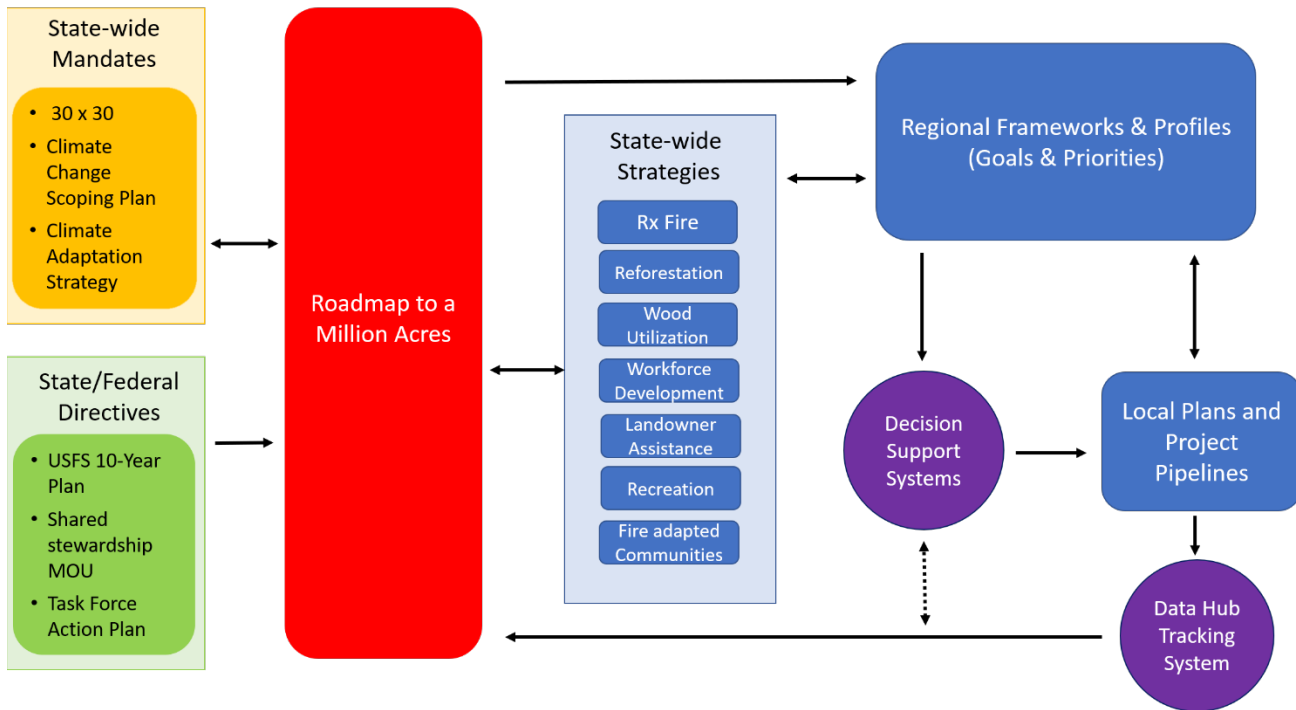
Find more information about RFFCP and ESCCRP here: <https://www.eswildfirealliance.org/>



Roadmap to a Million Acres

Overview

California’s wildfire and climate crises demand that we significantly increase pace and scale in forest health and fuel reduction projects while developing infrastructure and capacity for future investments. The purpose of the Roadmap to a Million Acres (RMA) is to build capacity and momentum to accomplish the commitment by the USDA-Forest Service (USFS) and the State of California to collectively treat a minimum of 1 million acres annually by 2025. The RMA will be based on a three-tiered strategy: 1) coordination of state and federal plans, mandates, and initiatives; 2) development of regional capacity to invest in high priority projects; and 3) alignment, development, and application of data and tools to prioritize and report on acres treated and the multiple benefits of projects at the local, regional, and state level. (Figure 1).



Coordination of State and Federal Strategies

The Wildfire and Forest Resilience (WFR) Task Force is leading the development of multiple, synergistic state-wide strategies (Table 1). These strategies set aggressive but achievable targets for critical components of the [Wildfire & Forest Resilience Action Plan](#) (WFR Action Plan), and are focused on addressing logistical barriers, policy issues, and alignment efforts necessary to achieve the million acre target annually.

As described below, these strategies will be largely completed by the end of 2022, and provide a foundation for coordinating and integrating federal, state, local, and tribal efforts across a broad range of programs. In addition, the RMA will align these strategies with other federal and state-wide plans, such as the state’s Natural and Working Lands Climate Smart Strategy and Pathway to 30x30 initiatives, and the USFS 10-year plan.

Table 1: Strategies under development as part of the Wildfire and Forest Resilience Task Force.

Strategy/Workgroup	Lead Agencies	Facilitator	Timeframe
Prescribed Fire	CAL FIRE/USFS	Shute Mihaly, LLP	Final Draft Completed
Landowner Assistance	CAL FIRE/NRCS	The Watershed Center	Draft in January
Reforestation	CAL FIRE/USFS	American Forests	Draft in March
Workforce Development	CAL FIRE/CA Community Colleges	CA Community Colleges	Draft in March
Recreation	USFS/SNC	High Bar Consulting	Draft in May
Wood Utilization	OPR	Joint Institute for Wood Products Innovation	2022
Fire Adapted Communities	CAL FIRE/OPR	Watershed Center	2022
Regulatory Streamlining	SWRCB/CalForests	CalForests	Work Plan in January 2022

2. Enhancement of Regional Capacity

As described in the WFR Action Plan, the Task Force will seek to expand and strengthen the growing network of regional collaboratives to help build the state’s capacity to treat a million acres annually. This effort builds upon both the USFS recent shift towards using “zones” of four to six national forests to scale up its efforts, and the state’s Regional Forest and Fire Capacity (RFFC) Program, which seeks to create a network of forest resilience plans across regions throughout the state. The Task Force will help build this capacity at three geographic scales: multi-region, region, and local (Figure 2).

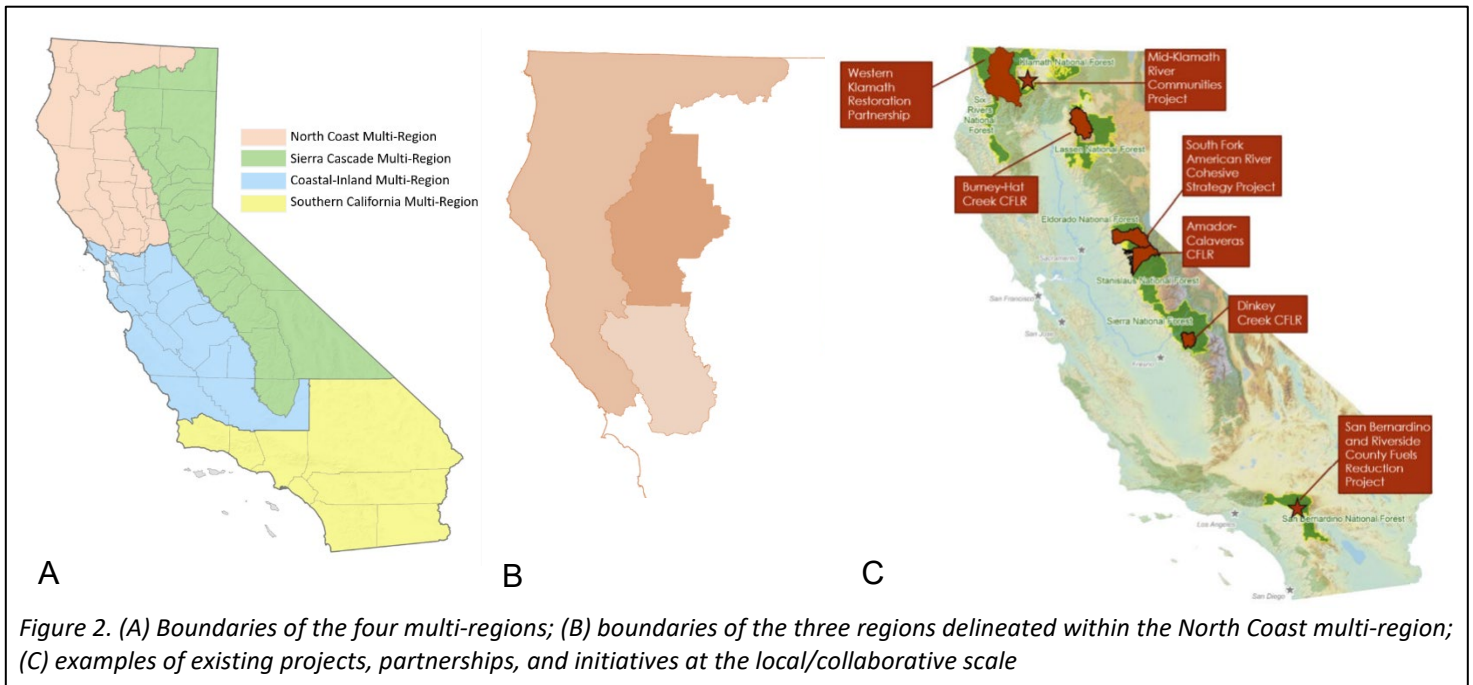


Figure 2. (A) Boundaries of the four multi-regions; (B) boundaries of the three regions delineated within the North Coast multi-region; (C) examples of existing projects, partnerships, and initiatives at the local/collaborative scale

Multi-region

In close collaboration with each of the multi-regions (Northern, Sierra Cascade, Coastal-Inland, and Southern California), the Task Force will:

- Develop forest management profiles that summarize the key priorities, risks, interdependencies, and opportunities in achieving resilient forests, chaparral, and community protection.
- Identify multi region-specific limitations and constraints, such as data gaps and capacities for wood processing or applying prescribed fire.
- Provide spatially explicit summaries of existing and desired forest health conditions, and treatment-specific (e.g., mechanical thinning, reforestation) summaries of opportunities to significantly improve the health and resilience of the multi-region's forests and chaparral. These summaries will be informed by and revised to meet the needs of the constituents and stakeholders of the multi-region. Through the USFS-led ACCEL project, this effort will be completed for the Sierra Nevada by the fall of 2022.
- Organize regional forums, where federal, state, local, and tribal groups and leaders can exchange information and seek to integrate their efforts where feasible.

Region

State, federal, regional, and local partners will continue to work across jurisdictions to develop “all-lands” regional plans. These plans will contain assessments of the risks, priorities, and goals in each region, priority lists of projects, wood utilization and workforce development strategies, demonstrations of community support, reporting mechanisms, and other elements necessary to guide investments and increase the pace and scale of projects in each region. The Task Force will develop this all-lands shared vision as an actionable plan that downscales and integrates federal and state priorities while reflecting local objectives, projects, and strategies.

Approach: Initially, most of these regional plans may be focused on two or three key priorities, such as forest and community fire resilience and watershed protection. As a result, funding to implement the priority lists of projects in regional plans will largely be provided by the USFS, CAL FIRE, and the state conservancies. Over time, however, these plans will be expanded to include a broader range of regional natural resource and economic priorities, including climate adaptation, biodiversity, and recreation. This approach will enable regions to attract funding from several agencies and help facilitate alignment and integration of state and federal mandates at the regional level.

Regional Toolkits: To facilitate rapid development and implementation of regional plans in the near term, the Task Force will contribute products, support, and direction toward the development of integrated mapping products, synthesis descriptions of forest conditions, use of decision support systems and other tools to assess opportunities and trade-offs, and to quantify the benefits of improving resilience through forest treatments. The Task Force will work closely with regional partners to understand what data, information, analysis tools and models are already in existence to integrate local and regional knowledge and avoid duplication.

Funding: The regional plans will enable lead entities to be eligible for block grants that provide several years of funding for implementation of their highest priority projects. This will be essential to build the capacity and workforce at the regional level and to sustain and scale up their efforts. The USFS, CAL FIRE, and the state conservancies will develop a proposal to allocate block grant funding for implementation of shovel-ready projects and other key activities in several all-lands plans in high priority areas.

Local entities/Collaboratives

At the local level, the agencies and collaboratives will be focused on accelerating the development of shovel-ready projects, and rapidly completing the planning and permitting processes necessary to implement a sustainable pipeline of

projects. In the portions of regions not served by collaboratives, the USFS, CAL FIRE, State Parks, Caltrans, utilities, and other local and regional entities will also continue to plan and implement projects. These projects will be supported, and their accomplishments reported as part of the regional plans described above.

3. Development and Alignment of Data and Tools

A public repository of high quality and well-organized data is essential to meeting the million-acre goal. State and federal agencies have inconsistent accounting and tracking systems, and there is no central location for sharing data, assessments, tools, and other information. Federal and state agencies need aligned data and tools to share information, identify targets, evaluate impacts, and report on progress

The Task Force Monitoring, Reporting, and Assessment workgroup is developing a Forest Data Hub to coordinate and integrate reporting on forest management and carbon accounting programs on all lands. The Data Hub will include:

- An interagency accounting system for tracking activities and annual accomplishments toward the goal of 1 million acres of treatment per year;
- An inventory of completed and planned treatments by landowner, region and subregion throughout the state;
- A repository of scenario planning and data management efforts (e.g., the California Air Resources Board Scoping Plan Update, the CA Fifth Climate Change Assessment, Pathway to 30x30);
- Centralized access to a broad range of agency and local databases (e.g., zoning, building restrictions, impaired waterbodies);
- A statewide needs assessment and evaluation of natural and built assets, disturbances and hazards, and expected changes to current resource conditions from climate change; and
- Other data and scientific information that can be rapidly and reliably made available to land managers and decision-makers, informed by local needs and integrating local and regional datasets that align with state and federal standards.

Next Steps

The Task Force will oversee the following activities to implement the RMA. By April of 2022, under the leadership of the USFS, CAL FIRE, and the Science Advisory Panel, the Task Force will develop:

- A state-wide inventory, by region, of all recently completed, planned, and shovel-ready projects;
- An interagency project tracking system to guide future reporting and accounting;
- An all-lands regional framework for development and implementation of future pipelines of projects;
- A work plan to accomplish and align the other key elements of the RMA, including development of regional assessments and targets, metrics to track and evaluate project benefits, and progress towards meeting the million-acre target and goals of the USFS ten-year plan; and
- A draft communications strategy to showcase these efforts and highlight success stories.



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

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WILDFIRE CRISIS

Implementation Plan

CONFRONTING THE WILDFIRE CRISIS

A 10-YEAR IMPLEMENTATION PLAN

Wildfires in the West have been growing in size and severity, placing homes, communities, infrastructure, and natural resources at grave and growing risk. Growing wildfire risk is due to past fire exclusion and accumulating fuels, a warming climate, and expanding development in the wildland-urban interface. Impacts have far-reaching effects on human health, the economy, community well-being, and the environment, including to areas important for water, carbon, and wildlife. This is a national emergency, and it calls for decisive action.

In response, at the U.S. Department of Agriculture (USDA), Forest Service, we have released a 10-year strategy, and are now developing a comprehensive implementation plan for working with partners across jurisdictions to reduce wildfire risk to people, communities, and natural resources while sustaining and restoring healthy, resilient fire-adapted forests. This implementation plan will focus on changing the trajectory of risk by:

- Identifying the right locations and tools for fuels and forest health treatments that are science-based and equitable.
- Developing needed workforce capacity and investing in the enabling conditions required for success.
- Working with partners across jurisdictions to develop and implement projects that are landscape scale, outcome-driven, and community ready.
- Supporting planning and investments in fire-adapted communities and on partnerships to restore and reforest areas already impacted by fire and mitigate risks associated with postfire disaster events.

The Bipartisan Infrastructure Law provided an essential down payment on the resources we need to perform this work. Funds will help accomplish the hazardous fuels and forest health, ecosystem restoration, community preparedness, and postfire recovery and reforestation work called for in the 10-year strategy and described in this implementation plan. We will coordinate with the U.S. Department of the Interior and other Federal agencies as we engage partners and work together to implement this historic legislation.

This implementation plan is grounded in the recognition that this is shared work that will take cooperation and coordination across jurisdictions and with many partners. This includes continued close coordination and work with our sister land management agencies at the U.S. Department of the Interior and with other Federal partners to bring an all-of-Government approach to this challenge, especially as we work together to implement the Bipartisan Infrastructure Law. It includes close coordination and work with States, Tribes, local communities, private landowners and partners in the public and private sector, including conservation organizations, forest industry, utilities, and academia. It will also require continued focus and work with partners to ensure equity and environmental justice are built into the design and implementation of this plan.

This is intended to be a living document: it will be informed by engagement and will be updated periodically based on coordination with other Federal agencies; consultation with Tribes; engagement with States, communities, and public and private sector partners; new information about values at risk; and new information about available resources. We look forward to engaging with partners to meet this challenge together.



Cover photo: Spring prescribed burning on the Bitterroot National Forest, MT. USDA Forest Service photo.
Winter pile burning after mechanical treatment on the Rogue River-Siskiyou National Forest, OR. USDA Forest Service photo.

NATIONAL STRATEGY TO REDUCE WILDFIRE RISK

This implementation plan builds on a national strategy for confronting the wildfire crisis facing the Nation. The strategy calls for an unprecedented paradigm shift in land management to increase fuels and forest health treatments across jurisdictions to match the actual scale of wildfire risk to people, communities, and natural resources, especially in the Western United States.

Over a period of 10 years, the proposed strategy calls for:

- (1) Treating up to an additional 20 million acres on the National Forest System in the West, over and above current treatment levels;
- (2) Treating up to an additional 30 million acres on other Federal, State, Tribal, and private lands in the West; and
- (3) Developing a plan for long-term maintenance beyond the 10 years.

In recent years, at the Forest Service, we have treated 2-3 million acres per year for fuels and forest health across the Nation. Treatments typically involve thinning fuels and removing vegetation to reduce heavy fuel loads that can increase the risk of extreme wildfire events and using a risk-based approach to restore healthy fire to fire-adapted ecosystems. We will work with partners using a science-based approach to determine where to prioritize treatments and identify the appropriate tools, including prescribed fire and mechanical thinning to reduce hazardous fuels, change fire behavior, accomplish restoration objectives, and create healthier and more fire-resilient forests. These treatments work in concert with community, infrastructure, watershed, and other investments to protect values at risk

Under the 10-year strategy, we will fully sustain—and slightly increase—current treatment levels in the South, Midwest, and Northeast. But most additional investments will be in the West, where the wildfire risk to homes and communities is highest.

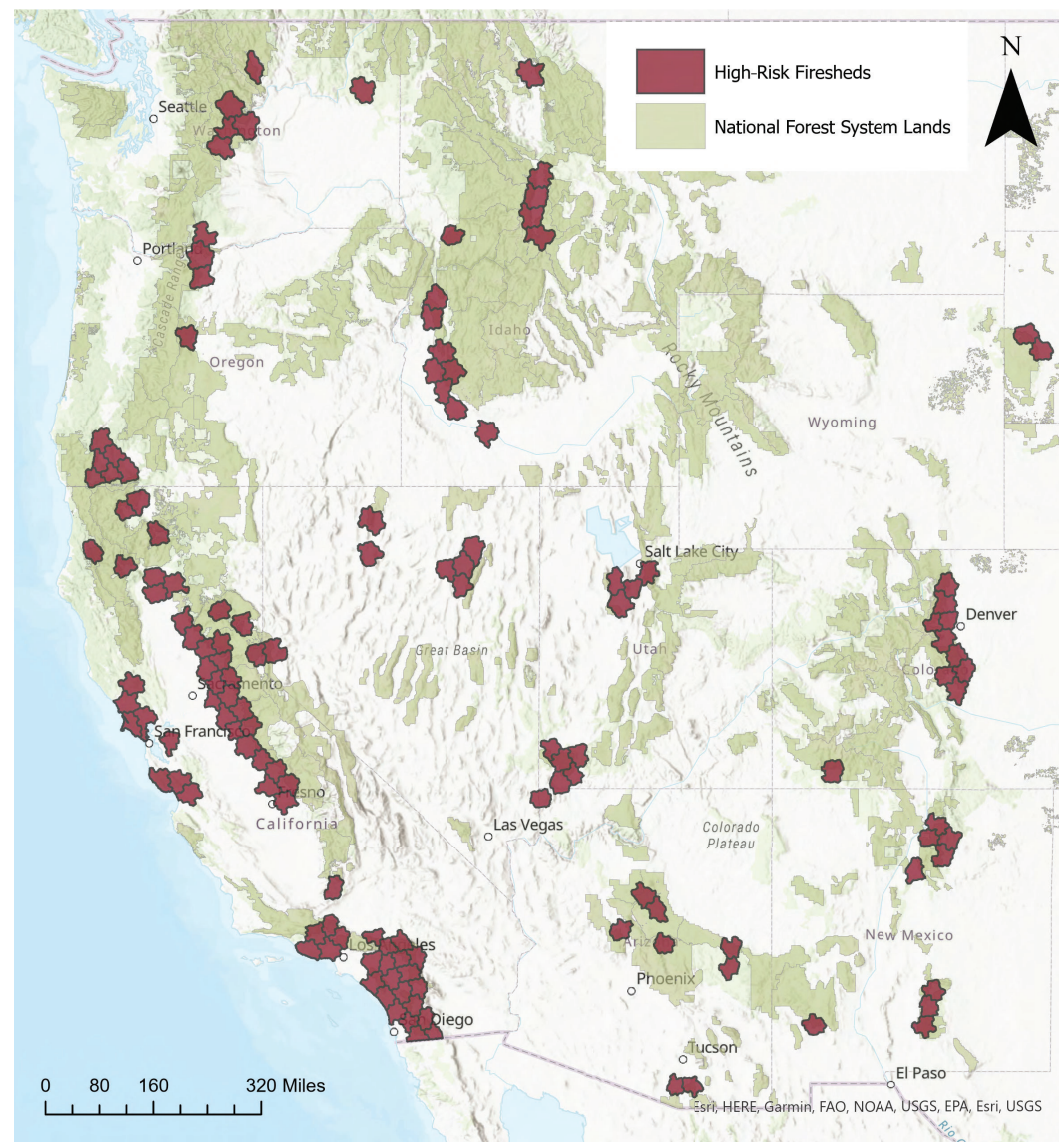
The map on the following page shows the firesheds with the highest risk of community exposure to wildfire from ignitions on all lands. It shows that a small number of firesheds present the largest risk to communities, based on historic fire behavior: in fact, less than 10 percent of fire-prone forests in the West account for roughly 80 percent of the fire risk to communities. Using this map, we can engage with Tribes, States, local communities, private landowners, and other partners to identify shared priorities for hazardous fuels treatments within these firesheds so that we can meaningfully reduce risk to communities. We can also work together to identify priorities for treatments in additional firesheds based on other values at risk and maintain prior investments in fuels and forest health.

We are currently working to develop additional information about risks to water, carbon, and wildlife, including old-growth forests, as well as risks to socially disadvantaged and underserved communities. Work with partners to identify risks to critical infrastructure, social, cultural, and economic values, and the incorporation of Indigenous and traditional ecological knowledge will be important to inform shared priorities and project design.

Building on the 10-year strategy, this implementation plan outlines a blueprint for developing and carrying out this work through partnerships and collaboration. The Forest Service, the U.S. Department of the Interior, other Federal agencies, Tribes, States, local communities, landowners, and other partners have an unprecedented opportunity for investment in this work through the Bipartisan Infrastructure Law. Those investments help to provide the resources needed to implement this plan at scale and truly change the trajectory of risk to people, communities, and natural resources at this pivotal time.

HIGH-RISK FIRESHEDS

Community exposure is a central factor in the strategy to confront the wildfire crisis. Other factors include Tribal and State plans, watersheds, equity, climate forecasts, and partner priorities.



STRATEGIC PLANNING GUIDELINES

The strategy and implementation plan are based on peer-reviewed research and a framework for collaboration established over the past 20 years with other Federal, State, Tribal, local, and private partners. The following guidelines will support how we, at the Forest Service, approach this work:

- **SCIENCE.** Decisions about priority areas for fuels treatment and the design of fuels treatments will be grounded in the best available science, including science that incorporates traditional and Indigenous ecological knowledge and recognizes the value of projects based on traditional knowledge in consultation with local Tribes. Land managers will incorporate emerging data and technology into project design, along with a knowledge of historical stand conditions and structure. Other scientific tools, like potential operational delineations (PODs), fire behavior models, and information on ecological integrity for specific forest types will guide treatment placement and design. New information about changing climate conditions, drought, and other weather behavior that impacts fire risk will also be incorporated to inform work during the implementation period.
- **EQUITY AND INCLUSION.** We will make investments to increase equity and inclusivity, reflecting the need to reach underserved communities, build community capacity, and overcome barriers through informed consent from those affected. Opportunities for co-management and co-stewardship with Tribes will also be a priority.
- **CROSS-BOUNDARY PARTNERSHIPS.** No one entity can accomplish the work alone: to achieve the collective impact that our forests and communities need, we must build a multijurisdictional coalition to work across

land management jurisdictions, leverage diverse capacities, and build broad public and community support for the work at the scale necessary to make a difference. This includes work across Federal, Tribal, State, local, and private lands. Partnerships, including those beyond existing contracts and agreements, will help identify barriers to success and ways to overcome them.

- **OUTCOME-BASED PRIORITIZATION.** We are focused on outcome-based work to achieve mutually desired priorities, including reducing risk to people, communities, natural resources, and other values at the scale of wildfire risk. While accomplishing this work with and through partners, we will use prioritization tools including PODs when looking at project layout and design. We will also develop outcome-based performance measures to track accomplishments and effectiveness and inform continued work.
- **COMMUNICATION AND ENGAGEMENT.** We will need broad public agreement, including support from lawmakers and local communities, to place fuels and forest health treatments in the right places at the right scale. Achieving consensus will require effective and transparent public communication with diverse audiences and cooperation with trusted community partners using a wide range of strategies. Through partner and community engagement and collective action, we will strive to build the mutual trust needed to achieve shared goals and build the social license needed to work at the actual scale of wildfire risk.
- **MAINTAINING IMPROVED CONDITIONS.** Reducing fire hazard and maintaining desired conditions often requires repeated treatments over time; therefore, investments in priority landscapes will be made over appropriate timeframes.



The El Dorado National Forest after the [Caldor Fire](#) occurred, showing an area that was treated for fuels near South Lake Tahoe, CA. USDA Forest Service photo by Cecilio Ricardo.

CREATING CONDITIONS FOR SUCCESS

Meaningfully changing the trajectory of wildfire risk by ramping up fuels and forest health treatments and investing in fire-adapted communities at the scale of actual wildfire risk will require recognizing and investing in the most critical enabling conditions needed for long-term success. In addition to moving forward with early projects, we will focus during years 1 and 2 on working with partners to identify and invest in the enabling conditions necessary for shared success, including the conditions described below. In years 3 to 10 and beyond, we will work to create and sustain the conditions needed to reduce wildfire risk by restoring and maintaining healthy, resilient fire-adapted forests and investing in communities across the West. Critical enabling conditions for this work at scale include:

- **WORKFORCE CAPACITY.** Over the last 20 years, the number of agency permanent employees dedicated to fire suppression has significantly increased, while the number of employees in other fields has decreased: we need to rebuild skills and workforce capacity to accomplish fuels and forest health treatments and fully engage with communities at the necessary pace and scale. This will require building and sustaining an inclusive workforce in Federal and State agencies as well as in local, Tribal, nongovernmental, and other organizations. We need processes for sharing resources across organizations for fuels and forest health treatments just as we share resources for wildland fire suppression.

Together, we will need to develop and train the shared workforce needed to plan, design, and evaluate projects; accomplish treatments at the needed scale; collaborate and communicate well with partners and communities; and support business operations like grants, agreements, and contracting. We will work to create new approaches to training and workforce development, including through the Civilian Climate Corps and other partners, sharing skills in short supply across jurisdictions. We will also work to improve the use of all existing authorities, for example by offering training on the use of the Tribal Forest Protection Act, Good Neighbor Authority, and the Tribal Biomass Demonstration Project. Indigenous people using fire in their communities and working together on Federal lands will be critical, and we need policies that enable inclusive practices and permit the appropriate use of fire.

- **CULTURE.** A paradigm shift in land management to treat landscapes for fuels and forest health at the actual scale of wildfire risk will require shifts in agency and partner culture away from business as usual. We will need to clearly communicate leadership intent, mobilize sufficient financial and technical support, offer adequate skills development and training, and establish performance measures that reflect both the outcomes we want and the relationships we need to achieve them. We will also need to continue close coordination with the U.S. Department of the Interior and work with other Federal agencies to truly deliver an all-of-Federal Government response to this crisis, and to support investments in fire-adapted communities.
- **PLANNING.** Projects under the 10-year strategy will need to be carefully planned and analyzed, which will require new investments in Forest Service capacity for planning and environmental analysis. We will take a new approach to the landscape-scale planning and analysis required to support project implementation at the scale needed and will work closely with the U.S. Department of the Interior and the White House Council on Environmental Quality to support planning and consultation needs.

- **COLLABORATION.** The 10-year strategy will require new investments in collaborative capacity, both within the Forest Service and other Federal agencies and for Tribes, States, partners, and communities. The strategy builds on an already robust network of relationships requiring a sustained commitment, but we will also need new relationships for equitable access to investments in reducing wildfire risk, repairing wildfire damage, increasing community resilience, and rehabilitating postfire landscapes.
- **SCIENCE AND TECHNOLOGY.** We will continually incorporate the best available science into project decision making, design, and implementation. That includes acknowledging and incorporating Indigenous and traditional ecological knowledge. We will continue to invest in risk mapping to identify areas of high wildfire risk to underserved communities; to ecologic values and ecosystem services, including water, carbon, wildlife and old-growth; and to social, cultural, and economic values including areas important for community access and recreation. We will need to develop additional gap analysis and decision support tools to inform project prioritization, design, and financing. Our projects will use all applicable emerging tools and technologies to reduce wildfire risk and increase community and landscape resilience following a wildfire.
- **MONITORING AND EVALUATION.** We will need the capacity to monitor progress and evaluate project success in terms of outcome-based performance measures. We will also monitor changing conditions, including, but not limited to, fire behavior and activity that might occur, changing drought, and weather patterns.
- **COMMUNICATION OF OUTCOMES.** To build community trust and support for fuels and forest health treatments at scale, we will need to communicate the process for project development and to quantify the project outcomes, both expected and achieved. The outcomes will need to reflect the viewpoints and values of everyone involved, including partners and stakeholders across shared landscapes.

- **REGULATORY OR LEGISLATIVE NEEDS.** Congress has provided extensive tools and programs for partnerships and landscape-scale work, such as the Joint Chiefs Landscape Restoration Program, the Collaborative Forest Landscape Restoration Program, the Tribal Forest Protection Act, and the Good Neighbor Authority. Depending on conversations with partners and the bills being considered by Congress, we will work with Congress and partners on any additional regulatory or legislative changes to facilitate multijurisdictional work at the right scale.
- **FOREST PRODUCTS.** The wood products industry has been and will remain an important partner for helping achieve restoration outcomes and reduce wildfire risk. New and innovative uses of wood, such as cross-laminated timber, can

- not only support restoration and risk reduction outcomes but also sequester large quantities of carbon.
- **SMALLWOOD AND BIOMASS UTILIZATION.** The Nation needs to supplement public investments in fuels and forest health treatments through markets for biomass and small-diameter materials removed during mechanical thinning. Support for wood products innovation, biochar, and other options for transporting and using the material will be important.
- **FIRE-ADAPTED COMMUNITIES.** Fuels and forest health treatments need to be matched with equal investment in fire-adapted communities, as envisioned by the National Cohesive Strategy developed jointly by USDA, the U.S. Department

The Santa Fe National Forest has worked with the Pueblo of Jemez on the Southwest Jemez (SWJM) Collaborative Forest Landscape Restoration Program project to increase the landscape's resilience to severe wildfire and other large-scale disturbances through collaborative, science-based ecosystem restoration of priority forests and watersheds. The landscape area includes 210,000 acres on the Santa Fe National Forest, the Valles Caldera National Preserve, the Pueblo of Jemez Pueblo, and additional parcels of State, private, and Tribal lands.

The SWJM project was designed to meet four primary purposes: restore the forest's resilience to wildfire and other disturbances by using low-intensity fire to return fire to the landscape; protect cultural resources; improve wildlife habitat, watershed and riparian conditions, vegetation diversity, and water quality; and create local economic development opportunities. As shown in this image, timber from the restoration project will go to the Tribe's nearby Wawatowa Timber Industries mill to produce wood pellets, poles for utilities, beams and vigas for conventional and traditional home building, ties for railroads, posts for fences, milled lumber, mulch, and firewood. USDA photo by Lance Cheung with permission of the Pueblo of Jemez.



of the Interior, and several other Federal agencies. We will need to work with partners and communities to support equitable access to technical and financial assistance for community-based investments and continue learning and outreach about defensible spaces, planning, zoning, and other community actions that support living in fire-adapted landscapes.

- **REFORESTATION AND RESTORATION.** We will need to invest in reforestation and restoration businesses and capacity, including nursery capacity. Support

from Rural Development programs could be an important part of helping to create resilience and restoration jobs in rural communities.

- **FINANCIAL MECHANISMS.** We will need financial instruments and related authorities, such as green bonds, to support public/private partnerships and long-term investments in fuels and forest health treatments, including maintenance treatments over time. We might also need new kinds of agreements among Federal agencies or with non-Federal land managers to attract investments in restoration work at the needed scale.

community investments in fire-adapted communities, invest in partner and community capacity, and meet the goals of the National Cohesive Wildland Fire Management Strategy.

- **MAXIMIZING USE OF EXISTING AUTHORITIES.** We will look for opportunities to use all available congressional authorities and programs for fuels and forest health treatments, including the Tribal Forest Protection Act, Good Neighbor Authority, Collaborative Forest Landscape Restoration Program, the Joint Chiefs' Landscape Restoration Partnership Program, Shared Stewardship agreements, and other authorities.

At the Forest Service, we will group projects submitted for years 1 and 2 by landscapes as follows:

- (1) High-risk firesheds treatable in fiscal year 2022.
- (2) Other firesheds treatable in fiscal year 2022 based on local priorities.

LAUNCHING PROJECTS

The first 2 years of the plan will start with a call to Forest Service regional foresters, followed by engaging with other Federal agencies, Tribes, States, and other partners, to list projects in high-risk firesheds that are ready to go, lacking only the necessary funding to begin. In particular, at the Forest Service, we will identify projects that are:

- **LANDSCAPE SCALE.** We will be looking for projects to treat fuels and restore forest health at the necessary scale and for smaller scale projects designed as part of a larger scale approach.
- **OUTCOME DRIVEN.** We will be looking for projects that are designed to reduce wildfire risk to communities, water supplies, or critical infrastructure (including utility lines, roads, and national security sites); critical ecological values (including watersheds, wildlife habitat, and old-growth stands) and ecosystem services (including carbon storage); economic values (including outdoor recreation, timber, and grazing areas); areas of cultural and historic significance (including areas important to Tribes); and areas of social importance to communities (including for access and subsistence use). Catastrophic wildfire is the largest threat to these values in the Western United States. This strategy and implementation plan will help protect and conserve these values.

- **COMMUNITY READY.** We will be looking for projects that have been collaboratively developed with others and reflect shared priorities. Projects should also have completed relevant public comment and required environmental analysis, at least for the parts of the project intended to be initiated in years 1 and 2.

At the Forest Service, we will also be looking for projects with the following opportunities:

- **INVESTING IN UNDERSERVED COMMUNITIES.** We will look for equitability in project design and implementation and for the potential to reduce wildfire risk to underserved communities or Tribes. The analysis will pinpoint any financial, technical, or other capacity barriers that prevent communities from being served. As appropriate, we will work with partners to meet community needs, including developing capacity within Tribal and other underserved communities.
- **ATTRACTING AND COMPLEMENTING PARTNER INVESTMENTS.** We will look for projects on National Forest System lands that attract partner and other Federal, Tribal, and State and private investments, including on adjacent jurisdictions. We will also look for opportunities to coordinate with U.S. Department of the Interior agencies across Federal land jurisdictions, complement

- (3) High-risk firesheds, and other firesheds treatable based on local priorities, in fiscal year 2023.
- (4) High-risk firesheds needing capacity investment for implementation in fiscal year 2024 and beyond.

Lupine regenerates after the Robertson Draw Fire near Red Lodge, MT. USDA Forest Service photo.



POSTFIRE RISK REDUCTION, RECOVERY, AND REFORESTATION

Postfire work is a critical and growing need and will be a priority for the Forest Service to work with communities to mitigate risk and support recovery. At the Forest Service, we have a lot of work to do to restore functioning ecosystems following the 2020 and 2021 wildfires.

For example, wildfires create more than 80 percent of reforestation needs, including approximately 1 million acres that burned with high severity in 2020 alone. We currently addresses only 6 percent of post-wildfire replanting needs per year, resulting in a rapidly expanding list of reforestation needs. We have plans for the reforestation of more than 1.3 million acres of National Forest System land. However, these plans

only address one-third of National Forest System reforestation needs, estimated to be 4 million acres and growing. As we work to recover from wildfire, we are emphasizing planting the right species, in the right place, under the right conditions, so forests will remain healthy and resilient over time.

As with fuels and forest health treatments to reduce fire risk, we will work with Tribes, States, local communities, U.S. Department of the Interior and other Federal agencies, and partners to work across jurisdictions and build partnerships to address postfire risks to people, communities, and natural resources and to address the growing need for restoration and reforestation.

USDA Forest Service staff and partners, including Blue Forest Conservation, the State of California, the Yuba Water Agency, and the National Forest Foundation, discuss the Yuba Project. Working together, partners are piloting using a [Forest Resilience Bond](#) to pay for landscape-scale ecological restoration treatments on 15,000 acres of the Tahoe National Forest within the Yuba River Watershed. Collaboration has also laid the groundwork for a new regional partnership to support forest management activities. USDA Forest Service photo by Paul Wade.



INITIATING PUBLIC ENGAGEMENT

In years 1 and 2, at the Forest Service, we will work with other Federal agencies, Tribes, State and local agencies, communities, collaborative groups, nongovernmental organizations, private landowners, and other partners and stakeholders to develop this implementation plan in a way that is transparent and built on relationships. The USDA and Forest Service leadership team will lead some engagements at the national level, whereas others will be led by the agency and partners at the regional and forest level. The process will include:

- Coordinating with the U.S. Department of the Interior and other Federal agencies and Departments to support a whole-of-Government approach, including through the Federal Wildfire Resilience Interagency Working Group.
- Coordinating with other agencies within USDA, including the Natural Resources Conservation Service on existing partnership work with the Forest Service, and connecting this work with the priorities of other USDA agencies, especially those in the Rural Development and Research, Education, and Economics mission areas
- Consulting with Tribes to meet Government-to-Government responsibilities and ensure Indigenous knowledge, rights, priorities, and interests are reflected in fuels and forest health treatments under the 10-year strategy.
- Working with the Wildland Fire Leadership Council to coordinate with States, Tribes, and local governments in carrying out the Cohesive Strategy, and engaging with States, counties, and local communities to identify shared priorities.
- Reaching out to communities at risk from wildfire to build understanding and support for fuels and forest health treatments, including the increased use of prescribed fire. That includes working with communities at risk to increase their readiness for wildfire and to encourage them to become more fire adapted.
- Reaching out to minority and underserved communities to ensure the equitability of fuels and forest health treatments under the 10-year strategy, along with equitable access to postfire

damage repair and landscape rehabilitation. Ensuring equitability includes removing systemic barriers and giving minority and underserved communities access to the financial, technical, and collaborative resources and capacity they need to reduce wildfire risk and to recover following a wildfire.

- Meeting with partners and stakeholders at the national, regional, and local levels to solicit insights and to assess partner capacity and needs for collective work.
- Engaging environmental and conservation non-profit organizations, forest industry, utilities, water providers and other stakeholders to discuss values at risk and build shared understanding to support prioritization and design of projects, identify the necessary investments and enabling conditions for success, discuss opportunities for public/private investments, and develop monitoring and outcome measurements to support accountability.
- Meeting with local collaborative groups and with partners who have been working on cross-boundary treatments through Cohesive Strategy projects, Shared Stewardship agreements, Joint Chiefs Landscape Restoration projects, Tribal Forest Protection Act projects, and Collaborative Forest Landscape Restoration projects to discuss shared priorities and capacities and build on collaborative land management planning processes already underway (such as Shared Stewardship agreements, State forest action plans, forest plan revisions, and cross-boundary projects), thereby capitalizing on their momentum and capacity and on the expectations they have raised.
- Holding conversations within the Forest Service to make sure that the views and needs of the agency's workforce are recognized and included.

By the end of year 1, at the Forest Service, we intend to have a shared all-lands fireshed prioritization planning framework in place that Forest Service regions and forests can use together with other Federal agencies, States, Tribes, local communities, and other partners to design projects for years 3 to 10.

NEXT STEPS

- **BEGIN ENGAGEMENTS.** The announcement of the 10-year strategy kicks off an engagement strategy to strengthen alignment with and leverage the energy and innovation of others around this critical work. This will include close engagement with the U.S. Department of the Interior and other Federal agencies, Tribal consultation, national and regional roundtables with State and local partners, and engagement with the partners and stakeholders identified above. We will be developing information and additional engagement opportunities throughout the year, as well as implementation workshops that foster learning on tools, techniques, and policy application; the collaborative development of outcome-based measures; an exploration of multiparty monitoring strategies and reporting; the development of public-private partnership strategy; on-going peer learning opportunities; and coordinated policy improvements. Please visit www.fs.fed.us for updated information on events and ways in which you can personally engage in this work.
- **CONTINUE SCIENCE AND PLANNING.** Science, data, and decision support tools will inform planning, prioritization, and decision making. This includes continuing work being done to reflect risk to additional values, such as updating the fire exposure map to include watersheds and equity layers; identifying areas of importance for ecologic values, including carbon, wildlife, and old-growth; and identifying other social, cultural, and economic values at risk. Work is ongoing to support science-based project design to appropriately use all of the tools for treatment in the right places and in the right way and to incorporate Indigenous and traditional ecological knowledge into project design. Tools are being developed to support project planning and mapping funds from different sources to the work needed at the project level. The implementation plan will need to continue to incorporate information about changing risk scenarios with climate change and as fires happen in some of these locations on an annual basis.



Crews plant whitebark pine trees near Werner Peak on the Tally Lake Ranger District, Flathead National Forest, MT. USDA Forest Service photo by A. Drysdale.

- **APPLY ENVIRONMENTAL JUSTICE, EQUITY, DIVERSITY, AND INCLUSION PRINCIPLES.** A key priority for advancing wildfire risk reduction is supporting investments that address equity across communities of place and interest, particularly those that have been historically marginalized, have not traditionally enjoyed the same opportunities for economic mobility, or conversely have been negatively impacted through discrimination or under-representation in key decisions. At the Forest Service, we are committed to the principles and direction set forth by Executive Order (E.O.) 13985, “On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” and E.O. 14008, “Tackling the Climate Crisis at Home and Abroad” and efforts related to Justice40.
- **SEEK TRIBAL CONSULTATION AND ENGAGEMENT.** We aim to seek strategic and ongoing engagement with Tribes to identify opportunities in codeveloping a strategic implementation plan for wildfire risk reduction. The future implementation plan will give us the opportunity to work together with Tribes to build long-term capacity and job opportunities, as well as incorporate Indigenous and traditional ecological knowledge into planning and project design. Formal consultations in addition to informal conversations and roundtables are planned.
- **COORDINATE ACROSS GOVERNMENT.** In addition to close collaboration with the U.S. Department of the Interior throughout the implementation plan, we will support an all-of-Government approach to this crisis and will continue to participate in on-going and emerging interagency groups, including the emerging Wildfire Commission, the Wildland Fire Leadership Council, the Federal Wildfire Resilience Interagency Working Group, and other venues. We will also remain focused on critical USDA and Administration priorities, including Climate Smart Agriculture and Forestry and direction under Executive orders.

- **CONTINUE CAPACITY BUILDING.** We are still developing comprehensive staffing plans and will be increasing capacity in not only field personnel specializing in prescribed fire to complete the work but also key administrative positions like contracting officers, human resources professionals, collaboration and partnership coordinators, communications, and grants and agreements specialists who will assist us in connecting with partners around this work. These partners in turn will be force multipliers.

We also recognize that achieving the desired pace and scale of land treatments will require the support of State and local governments, Tribes, nongovernment organizations, and private contractors. We are identifying opportunities for expanding Civilian Conservation Corps, partners, and contractor support in key areas for a shared workforce. As part of the engagement strategy, agency personnel will discuss ideas for sharing skills in the context of multijurisdictional projects to avoid bottlenecks. We will also identify and address gaps in capacity that contribute to inequity.
- **ADDRESS KEY ENABLING CONDITIONS.** Addressing investments in key enabling conditions, in addition to workforce capacity, includes planning and consultation, collaborative capacity and community engagement, transportation and utilization of woody material from treatments, training needs, and more.
- **DEVELOP SYSTEMS AND MEASURES.** Developing systems and measures for tracking work and progress toward outcomes is critical. Tracking outcomes is a known challenge. The existing [FACTS system](#) will be our starting point for tracking progress in work accomplished. Through this first year, we will engage partners and our own researchers to develop models to compare fire growth in pretreatment and posttreatment landscapes. Understanding the optimal distribution of fuels mitigation work will help decision makers as they balance competing demands across multiple landscapes. The work

will be planned and tracked in accordance with the Program Management Improvement Accountability Act, taking a holistic perspective toward measuring success and using key performance indicators aligned with the strategy.

- **CONTINUE FIRE-ADAPTED COMMUNITY WORK.** We will continue working to support fire-adapted community work through planning, zoning, and wildfire defense grants. Investments in fire-adapted communities are a critical part of the Cohesive Strategy and are necessary to complement fuels and forest health work in order to mitigate risks to people, homes, communities and infrastructure and create resilient, fire-adapted communities.
- **ADDRESS POSTFIRE RISK REDUCTION, RECOVERY, AND REFORESTATION.** We will continue to work to address the need for postfire risk reduction, recovery, and reforestation, including mapping, engagement on priorities, and planning/workforce needs. Mitigating postfire risk and addressing reforestation and recovery is a growing need, and work will be ongoing with partners to identify priorities and implement projects of critical importance.
- **MAINTAIN IMPROVED CONDITIONS.** We will continue to focus on maintaining improved conditions over time and building long-term investment

partnerships. This work will take repeated and sustained investment. We are working now to identify the right timeframes for treatment and develop the relationships and sustained ability to invest during the 10-years and beyond to maintain reductions in risk and improved forest health and resilience.

- **IDENTIFY AND INVEST IN ENABLING CONDITIONS.** We will continue to focus on identifying and investing in enabling conditions and identifying any gaps that need to be addressed. As we engage with others, we will continue to refine our shared understanding of the enabling conditions necessary for sustained and meaningful success, and will work together to create solutions to barriers and build on opportunities for collective impact.
- **ACKNOWLEDGE UNKNOWNNS.** We are committed to learning and collaboration to advance our collective impact in a meaningful way. We know that there is much to learn, and we are committed to being open and transparent as we work together with others to implement this plan and meaningfully change the trajectory of risk to people, communities, and natural resources and restore fire-adapted and resilient landscapes.

For more information and for updated information on roundtables, please visit: www.fs.usda.gov



The Kern Valley Hotshots assist with a prescribed fire in California. Bureau of Land Management photo by Michael Chiodini.



Mogollon Rim Ranger District on the Coconino National Forest. The Kaibab, Coconino, Apache-Sitgreaves, and Tonto National Forests are part of the Four Forest Restoration Initiative in Arizona. USDA Forest Service photo by Brady Smith.

WILDFIRE CRISIS

Implementation Plan

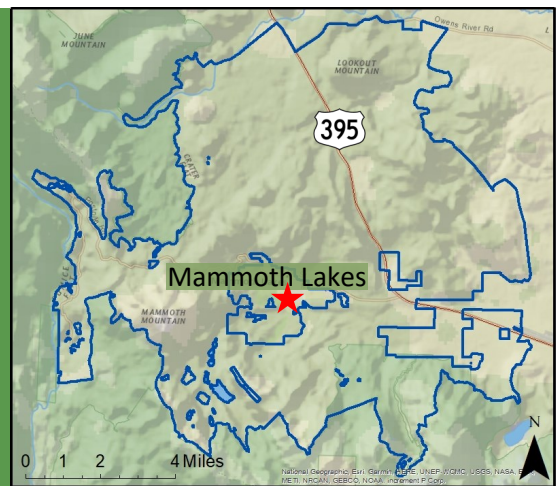
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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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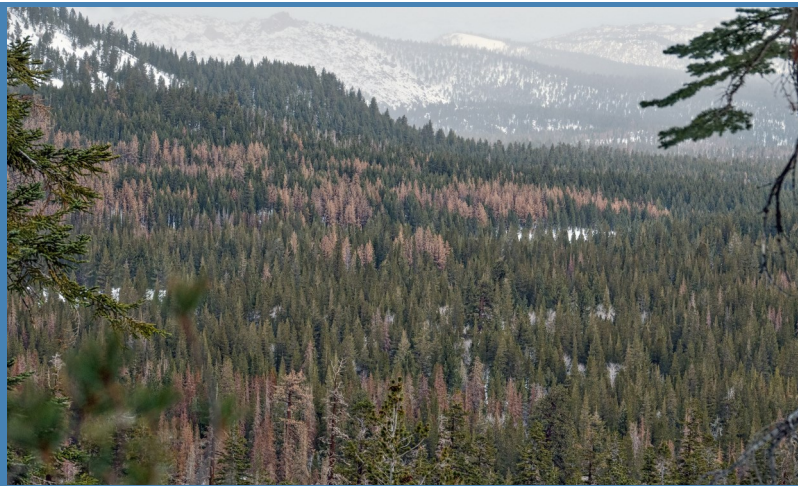
EASTERN SIERRA CLIMATE & COMMUNITIES RESILIENCE PROJECT



A BOLD AND PROACTIVE STEP TOWARDS CLIMATE RESILIENCE IN THE EASTERN SIERRA

ABOUT THE ESCCRP

The project sets forth to plan for ecological forest restoration on over 55,000 acres surrounding the Town of Mammoth Lakes. In the face of rapidly increasing climate stressors, the need for proactive forest management action is urgent. Supported by a robust stakeholder group that shares a vision to promote both community and ecological resilience, the ESCCRP is in its early planning phases.



CURRENT FOREST CONDITIONS

- Overstocked forests propelled by our national history of fire suppression
- Declining forest health resulting in a landscape highly susceptible to climate stressors and primed for catastrophic wildfire
- Large fuel loads allow fires to burn at high severity over vast areas with limited options for suppression

Declining forest health across the West, coupled with a rapidly intensifying wildfire trajectory fueled by climate change, continue to underscore the imperative need for increased pace and scale of proactive vegetation management.



SCAN ME

www.eswildfirealliance.org/esccrp

PROJECT GOALS



1. Protect the Town of Mammoth Lakes
2. Allow for Safe and Effective Fire Management
3. Promote Community Fire Resilience

4. Restore Ecosystem Health and Resilience
5. Use Best Available Science



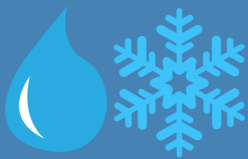
6. Create a Fire-Conscious Community
7. Cultivate Long-Term, Sustainable Partnerships
8. Build Local Capacity

FORESTS ARE AT RISK

In the past, fire maintained Sierra Nevada landscapes. Now, with more than a century of fire suppression, many forested areas have missed multiple natural fire cycles, resulting in historic fuel accumulation that leads to more severe fires that are difficult and dangerous to fight. The absence of fire, combined with other climate driven factors, has led to an increase in fire severity when fire inevitably returns to the landscape. This situation leaves both forests and local communities at risk of catastrophic loss.

BENEFITS OF HEALTHY FORESTS

Ecosystem services offered by healthy forests provide immense economic, social, and ecosystem value.



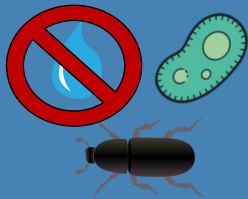
WATER QUALITY & SUPPLY



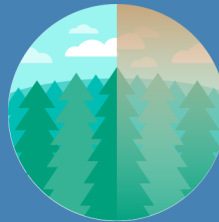
FISH & WILDLIFE HABITAT



REDUCED WILDFIRE RISK



MORE RESILIENT TO STRESSORS



AIR QUALITY



CARBON SEQUESTRATION



RECREATION VALUE



STRONG COMMUNITIES



SPIRITUAL VALUE

ROAD TO RESILIENCE

The Eastern Sierra Climate & Communities Resilience Project (ESCCRP) aims to intercept declining forest health in the Eastern Sierra. Our project seeks to safeguard the priceless ecosystem services of this landscape and the livelihoods of local communities. Through landscape scale forest restoration and strategic prescribed fire, the project will return natural processes to the declining forest landscapes surrounding Mammoth Lakes and put the Eastern Sierra on the path to achieving regional resilience.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

Departments: CAO, Public Health

TIME REQUIRED 15 minutes

SUBJECT COVID-19 (Coronavirus) Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO, Bryan
Wheeler, Public Health Director, Dr.
Caryn Slack, Public Health Officer

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. Provide any desired direction to staff.

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:

Click to download
Correspondence - Farrell

History

Time	Who	Approval
1/25/2022 3:20 AM	County Counsel	Yes
1/25/2022 11:06 AM	Finance	Yes
1/28/2022 2:06 PM	County Administrative Office	Yes

From: Jack Farrell Mammoth <jfarrellmmth@gmail.com>
Sent: Thursday, January 27, 2022 5:56 PM
To: Stacy Corless <scorless@mono.ca.gov>
Subject: County Covid Website

[EXTERNAL EMAIL]

Supervisor Corless,

I am a Mammoth resident who has paid special attention to Mono County Health reporting on COVID-19 data since the beginning of the pandemic. Recently, without explanation that I can locate, the website maintained by Mono County Health has deleted two key metrics for tracking the rate of disease locally. At the top of the page the number of breakthrough infections has been deleted. At the bottom of the page, the 'Case Stats' section has been replaced by State metrics.

Now, all that is available are total number of infections, total deaths, and number of fully vaccinated residents. The total number means very little unless you track it daily and keep a running count, as there is no historical data. Under 'Case Stats,' it was possible to see the last 7 days of local infections. And that data sometimes changed. A number like 2 or 3 infections from two days ago, might turn into 15 or 20 infections upon revision. With no historical data, there is no way to track this.

Adding data, such as state metrics is fine. Deleting data is not. At least, not without a decent explanation. Some have said that the data isn't accurate, as residents who home test may not report their positives. While true, residents should be able to consult county health to learn what they know. At least it is a baseline to see if infections are rising or falling.

I would like the data restored, or at least a reasonable explanation as to why it was scrubbed.

Thank you,

Jack Farrell
806 Fairway Circle
Mammoth Lakes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

Departments: Mountain View Fire Emergency Operations Center

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Justin Nalder, MVF 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)

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.

Find that 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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Board Declaration of Emergency
Health Officer Declaration

History

Time	Who	Approval
1/27/2022 9:55 AM	County Counsel	Yes
1/26/2022 3:57 PM	Finance	Yes
1/28/2022 2:07 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

**OFFICE OF THE
COUNTY COUNSEL**

Telephone
760-924-1700

Assistant County Counsel
Anne L. Frievalt

Mono County
South County Offices
P.O. BOX 2415

Risk Manager
Jay Sloane

Deputy County Counsel
Emily Fox

MAMMOTH LAKES, CALIFORNIA 93546

Paralegal/Office Manager
Kevin Moss

To: Board of Supervisors
From: Stacey Simon
Date: February 1, 2022
Re: Review of Emergency Declarations – Mountain View Fire

Recommended Action

Staff recommends that the Board not terminate the emergency declarations until more information is known regarding the remaining unremediated properties, despite the recently-received news from CalOES regarding the County's cost share.

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 has been 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. Keeping the declaration of local emergency in place allows the County the option to seek to remediate the final two properties that have not been remediated and no not currently have plans for remediation while seeking reimbursement from the State under Title 19. Such reimbursement will depend on signed statements from the property owners permitting entry for the purpose of remediation. The emergency declaration maintains flexibility for the County to pursue remediation while seeking reimbursement.

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

**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

Dr. Tom Boo
Mono County Public Health Officer

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

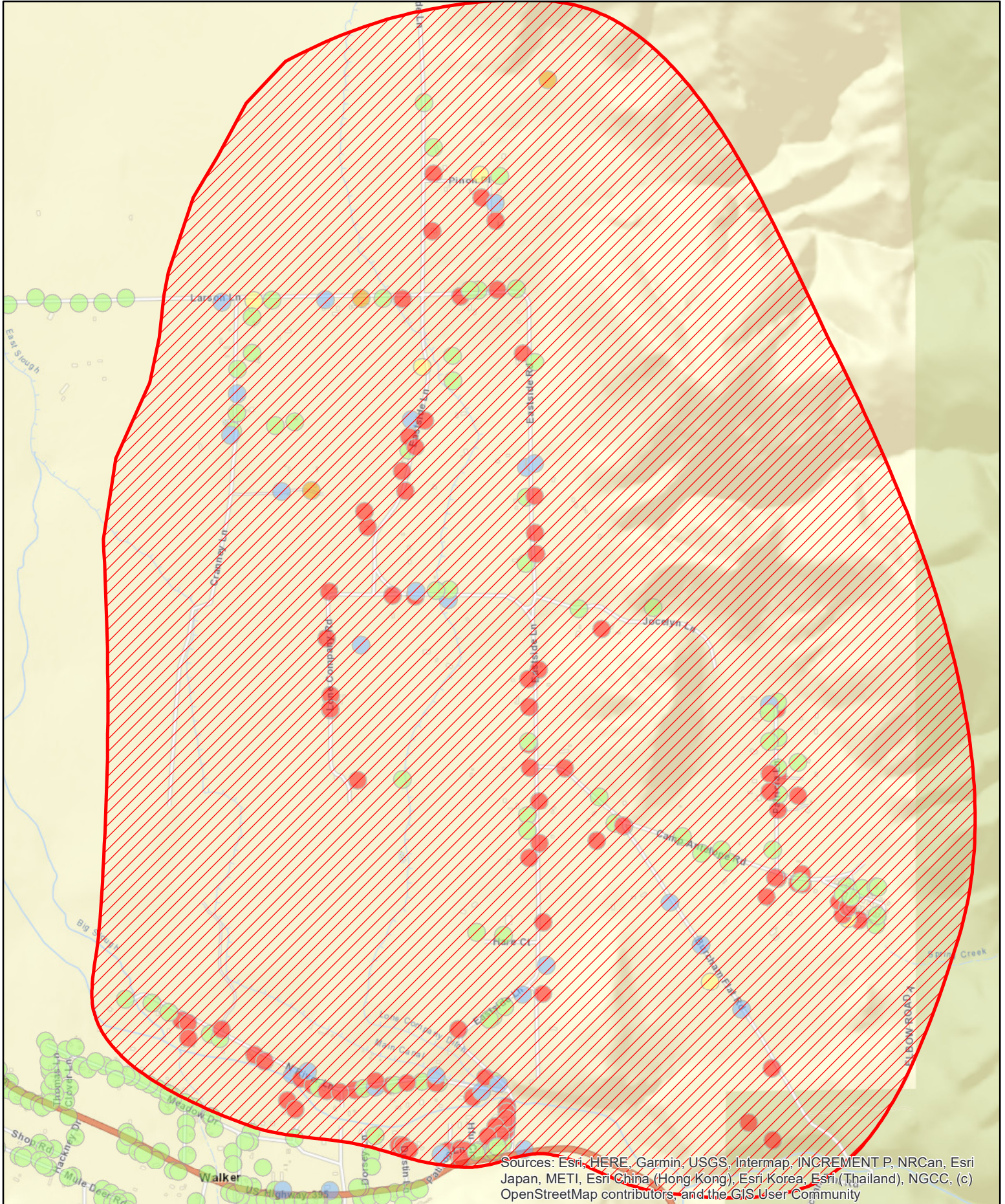


CURRENT EVACUATION AREA

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 19th 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 February 1, 2022

Departments: Public Works

TIME REQUIRED 10 minutes

SUBJECT Bridgeport Jail Project - Construction
Manager Contract

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, County Engineer; Tony
Dublino, Director of Public Works

AGENDA DESCRIPTION:

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

Proposed contract with Kitchell CEM pertaining to Construction Management Services in support of the Bridgeport Jail Project.

RECOMMENDED ACTION:

Approve, and authorize the Public Works Director to execute and administer a professional services agreement with Kitchell CEM of Fresno, California, to provide Construction Management and Commissioning Services for the new Jail in Bridgeport in an amount not to exceed \$1,189,166. This authorization shall include making minor amendments to said agreement from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

The total contract limit is \$1,189,166. The amount is broken into the following phases: Phase 1: Project Establishment Assistance As-Needed Not to Exceed \$12,620 per Hourly Rates. Phase 2: Design Review and Analysis; \$342,440. Phase 3: Construction Services \$722,560. Commissioning Services: \$111,546 will be covered by funds that have been set aside into the Jail Construction Account with the remaining costs covered through reimbursement from the \$25,000,000 SB844 Grant. The cost of the initial phase has been included in the approved FY 21/22 Budget.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760.709.0427 / proten@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract Agreement - Kitchell

Attachment A
Attachment B
Attachment C
Attachment B1
Attachment D
Attachment E
Attachment F NDA
Ex 2 Prevailing Wage

History

Time	Who	Approval
1/26/2022 12:20 PM	County Counsel	Yes
1/25/2022 4:39 PM	Finance	Yes
1/28/2022 2:05 PM	County Administrative Office	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: February 1, 2022

To: Honorable Chair and Members of the Board of Supervisors

From: Paul Roten, County Engineer

Re: Agreement for Construction Management Services in Support of the Bridgeport Jail Project

Recommended Action

Approve, and authorize the Public Works Director to execute and administer a professional services agreement with Kitchell CEM of Fresno, California, to provide Construction Management and Commissioning Services for the new Jail in Bridgeport in an amount not to exceed \$1,189,166.00. This authorization shall include making minor amendments to said agreement from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

Fiscal Impact:

The total contract limit is \$1,189,166.00. The amount is broken into the following phases: Phase 1: Project Establishment Assistance As-Needed Not to Exceed \$12,620 per Hourly Rates. Phase 2: Design Review and Analysis; \$342,440. Phase 3: Construction Services \$722,560. Commissioning Services: \$111,546.00 will be covered by funds that have been set aside into the Jail Construction Account with the remaining costs covered through reimbursement from the \$25,000,000 SB844 Grant. The cost of the initial phase has been included in the approved FY 21/22 Budget.

Background:

With the prison 'Realignment' (AB109) of 2011, certain offenders were moved from state prisons to county jails, and along with those prisoners came new requirements for the jails themselves. The County's Bridgeport Jail was nearing the end of its useful life, so the County began down the path to improve, renovate, or replace the Bridgeport Jail to meet those new requirements. With consideration of the various alternatives, the Board selected the option to construct a new facility at the Old Hospital site and in February 2017 authorized the SB844 Grant Application for the project.

In June 2017, the County was awarded \$25,000,000 to construct the facility. In late 2017 the County identified of Lionakis out of Sacramento, CA as the preferred Architect/Engineer.

The contract with Lionakis, and general progress on the project was unfortunately delayed when the County faced an emergent facility need and focused staff and financial resources on the construction of a \$20.5m Civic Center in Mammoth Lakes, which was completed in November 2020.

Following completion of the Civic Center, the County successfully negotiated and entered a contract with Lionakis (February 2021), which has been leading the Project Establishment phase of the project in close coordination with County staff.

As proposed in the initial SB844 grant application and budget documents, the County worked to procure Construction Management services for the duration of the project. In June of 2021, the county sent out requests for proposals to pre-qualified firms to provide these services. After review of the proposals, the county selected Kitchell as the firm to provide Construction Management and Commissioning Services for the Jail Project.

A copy of the proposed agreement with Kitchell is attached, with related exhibits.

Please contact me at 760-709-0427 if you have any questions regarding this item.

Respectfully submitted,

Paul Roten
County Engineer

**AGREEMENT BETWEEN COUNTY OF MONO
AND KITCHELL CEM
FOR THE PROVISION OF CONSTRUCTION MANAGEMENT AND COMMISSIONING
SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of Kitchell CEM of Fresno, California (hereinafter referred to as “Consultant” or “Kitchell”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

Services and work provided by Consultant at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

Services and work provided by Consultant under this agreement will be performed in accordance with the Responsibility Matrix set forth in Attachment E, incorporated herein by this reference.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from February 1, 2022, to October 1, 2024, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B and B-1) for the services and work described in Attachment A that are performed by Consultant at County's request.

B. Travel and Per Diem. Consultant will not be paid or reimbursed for travel expenses or per diem that Consultant incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Consultant for services and work performed under this Agreement shall not exceed \$1,189,166, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Consultant shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Consultant may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Consultant has satisfactorily completed the work and performed the services as requested, County shall make payment to Consultant within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Consultant produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If language contained in Attachment B ("Schedule of Payments and Fees") conflicts with this Paragraph 3.E, then the language contained in Attachment B shall supersede and control this Agreement.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent Consultants when it is anticipated that total annual payments to Consultant under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

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

4. WORK SCHEDULE

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County. Work shall be performed during the term of this Agreement pursuant to the Schedule of Work set forth in Attachment C, incorporated by this reference.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Consultant by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard

and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, that is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Consultant shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Consultant, its employees, agents, and subcontractors.

9. INSURANCE

A. Consultant shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Consultant, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Consultant under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Consultant pursuant to this Agreement. Alternatively, such coverage may be provided in Consultant's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Consultant's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars

(\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the “retro date” must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (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, then Consultant must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Consultants Pollution Liability coverage applicable to the work being performed and covering Consultant’s liability for bodily injury (including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Consultant under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Consultant shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Consultant’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Consultant’s insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Consultant’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Consultant shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONSULTANT

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent Consultant, and not as an agent, officer, or employee of County.

Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent Consultant:

A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.

B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.

C. Consultant, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent Consultants, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Consultant 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 negligent performance of this Agreement by Consultant, or Consultant's agents, officers, or employees. Consultant's obligation to defend, indemnify, and hold 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. Consultant's obligation under this Paragraph 11 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 Consultant, 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.

Consultant's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION

During the performance of this Agreement, Consultant, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Consultant and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

15. ASSIGNMENT

This is an agreement for the personal services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Consultant shall not assign any moneys due or to become due under this Agreement without the prior written consent of County. Any subcontracting pursuant to this agreement shall be done in accordance with the Subconsultant and Project Principal List reflected in Attachment D, incorporated herein by this reference.

16. DEFAULT

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

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

Consultant agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential, all such privileged, restricted or confidential information and records

obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Consultant only with the express written consent of County. Consultant further agrees that it will execute and abide by the terms of the Non-Disclosure Agreement set forth in Attachment F, incorporated herein by this reference.

19. CONFLICTS

Consultant agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Consultant agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Consultant of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

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

County of Mono:
County Engineer; Paul Roten
PO 457
Bridgeport, CA 93517
proten@mono.ca.gov

Consultant:
Executive Director; Rick Barton
2344 Tulare St, Suite 102
Fresno, CA 93721
rbarton@kitchell.com

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.

COUNTY OF MONO

CONSULTANT

By: _____

By: _____

Title: Director of Public Works

Title: President

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk

Manager

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO AND KITCHELL FOR CONSTRUCTION MANAGEMENT AND COMMISSIONING SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:

FROM: February 1, 2022 TO: October 1, 2024

SCOPE OF WORK

Consultant shall furnish all labor, equipment, materials, supplies, research, transportation, taxes, and cover all costs to perform and/or provide the construction management and commissioning services and work specified in this Attachment A (Scope of Work) related to the New Mono County Jail Project (the "Project").

1. GENERAL CONDITIONS. Consultant's performance and/or provision of services and work pursuant to the Agreement and this Attachment A (Scope of Work) shall:
 - A. Be consistent with the "Request for Proposals for Construction Management Services related to Mono County's AB844 Jail Replacement project in Bridgeport, California", prepared by Mono County, dated June 29, 2021; and the "Proposal for Construction Management Services for the SB 844 Jail Replacement Project, Bridgeport, CA", prepared by Kitchell, dated July 16, 2021, as modified by the "Revised Proposal Breakdown for Construction Management Services for the SB 844 Jail" prepared by Kitchell, dated January 7, 2022.
Replacement Project, Bridgeport, CA
 - B. Be coordinated and implemented with the requirements of the appropriate state and local governmental agencies having jurisdiction over the Project.
 - C. Contract or employ, at Consultant's expense, subconsultants and project principles to the extent deemed necessary for completion of the Project including but not limited to architects and mechanical, electrical, structural, landscape, geotechnical, and civil engineers licensed as such by the State of California. The names of said subconsultants and project principles shall be submitted to County for approval prior to commencement of the services and work and, upon approval by the County, listed in Attachment D (Subconsultant and Project Principle List), which may be updated from time to time. County reserves the right to reject the use of any subconsultant or project principle.
 - D. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations that apply to the Project services and work specified in the Agreement and this Attachment A (Scope of Work).
 - E. Cooperate with other professionals employed by County for the design, coordination, or management of other services and work related to the Project.
 - F. Be responsible for the professional quality, technical accuracy, and the coordination of all

studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Consultant pursuant to the Agreement and this Attachment A (Scope of Work). Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.

- G. Provide services and work required to obtain code variances or waivers necessitated by the nature of the design with state and local governmental agencies having jurisdiction over the Project.
 - H. Maintain a log of all meetings, site visits, or discussions held in conjunction with the performance or provision of the services and work pursuant to the Agreement and this Attachment A (Scope of Work), with documentation of major discussion points, observations, decisions, questions or comments. Such logs shall be furnished to County and/or their representatives for inclusion in the overall documentation of the Project.
 - I. Neither County's review, approval of, nor payment for, any of the services and work required pursuant to the Agreement or this Attachment A (Scope of Work) shall be construed to operate as a waiver of any right under the Agreement; and Consultant shall remain liable to County in accordance with applicable law for all damages to County caused by Consultant's failure to perform or provide any of the services and work pursuant to the Agreement and this Attachment A (Scope of Work).
2. **PHASED APPROACH.** The performance and provision of services and work by Consultant pursuant to the Agreement and this Attachment A (Scope of Work) shall be completed in the following phases, with Consultant beginning the services and work of each succeeding phase only upon the issuance of a written "Notice to Proceed" by County.
- A. PHASE 1 Work and Services for Project Establishment and Document Review and analysis:
 - (i) Provide a Cash Flow if requested
 - B. PHASE 2 Constructability/Peer Design Reviews:
 - (i) Provide a Project Management Plan
 - (ii) Provide construction cost estimates at Schematic Design, 100% Design Development Documents, 50% Construction Documents and 95% Construction Documents, followed by estimate reconciliations with the Lionakis SD, 100% DD and 95% CD estimates
 - (iii) Provide constructability and design peer review reports of the Schematic Design, 100% Design Development Documents, 50% Construction Documents and 95% Construction Documents
 - (iv) Provide value engineering recommendations for the purpose of maintaining the project budget
 - (v) Provide master schedule
 - (vi) Provide master budget

C. PHASE 3 Final Review:

- (i) Meeting minutes of job site meetings
- (ii) Quality Assurance Plan
- (iii) Construction observation reports
- (iv) Monthly reports
- (v) Monthly construction schedule updates
- (vi) Monthly construction payment reports
- (vii) Commissioning reports
- (viii) Final Review Report at project completion

3. EXCLUSIONS. Work, services, and deliverables performed or provided by Consultant are limited to those set forth above in Sections 1 and 2 of this Attachment A (Scope of Work). Work, services, and deliverables not listed in Section 2 shall not be considered within the scope of work and services of this Attachment A (Scope of Work) and therefore not the responsibility of Consultant to perform or provide.

ATTACHMENT B

AGREEMENT BETWEEN THE COUNTY OF MONO AND KITCHELL FOR CONSTRUCTION MANAGEMENT AND COMMISSIONING SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:

FROM: February 1, 2022 TO: October 1, 2024

SCHEDULE OF PAYMENTS AND FEES

1. PAYMENTS TO CONSULTANT.

- A. In General; Phased Compensation. Subject to the Contract Limit specified in Paragraph 3.D of the Agreement, the compensation to be paid by County to Consultant for furnishing all labor, equipment, materials, supplies, research, transportation, taxes, and all costs (both direct and indirect) for the performance and provision of all services, work, and deliverables pursuant to the Agreement and Attachment A (Scope of Work) shall be paid on a phased fixed lump sum fee basis according to the rates set forth in TABLE B-2 except as noted. Items noted as Not-to-Exceed shall be paid for an amount not to exceed the limits for each phase of the Project as set forth in TABLE B-2 at the rates provided in TABLE B-1. Items noted as Paid at percentage shall be paid on percentage complete as invoiced up to the amounts set forth in TABLE B-2. Reimbursables shall be paid based on receipts not-to-exceed the amount set forth in TABLE B-2.
- B. Compensation for Additional Services.
- (i) “Additional Services,” as described in Section 1.C of this Attachment B (Schedule of Payments and Fees), when authorized in a separate writing by County, shall be performed by Consultant for a negotiated fee based on the hourly rates of Consultant and its subconsultants and project principles (if any) listed in TABLE B-2.
 - (ii) The following hourly rates of Consultant and its subconsultants and project principles (if any) include overhead, administrative costs, and profit and are valid through the Term of the Agreement. If the Term of the Agreement is extended past the scheduled completion date for reasons other than delays by Consultant or any of its subconsultants, then the hourly rates listed in TABLE B-2 for the performance or provision of Additional Services may be adjusted for inflation upon subsequent written agreement of the Parties.
 - (iii) The rates of Consultant and its subconsultants and project principles (if any) set forth in TABLE B-2 shall be used for informational purposes to assist in arriving at a “Negotiated Fee” for Additional Services. These rates are for informational purposes only, and the negotiated fee set forth in any subsequent written agreement of the Parties shall control.

C. Examples of Additional Services. “Additional Services” may include the following:

- (i) Services required because of default of the Contractor, or major deficiencies or defects in the work of Contractor which in no way were caused by Consultant.
- (ii) Substantial design changes made by County subsequent to approval of design development documents (e.g., the addition of square footage to the Project; the addition of other structures; changes to functional layout of spaces; changes to consultant systems design such as security electronics, mechanical systems, extents of electrical load on emergency power).
- (iii) Services and work related to changes or additions at County’s request resulting in change orders during construction (e.g., changes to detention door configurations or hardware; changes or additions to security electronics layout and function; the addition or modification to areas of the Project).

TABLE B-1

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Principal-In-Charge	\$238
Project Director/Preconstruction Manager	\$228
Senior Project Manager	\$207
Project Manager	\$190
Senior Project Engineer	\$133
Project Engineer	\$122
Field Ofce Manager	\$95
Engineering/Architecture Department Manager	\$217
Architect/Engineer	\$196
Commissioning Engineer.....	\$190
Engineering/Architecture Department Admin Support	\$95
Estimating Department Manager	\$217
Senior Estimator	\$207
Estimator	\$148
Senior Scheduler	\$190
Scheduler	\$170

TABLE B-2

**Mono County Jail - Bridgeport, CA
Kitchell Fee Breakdown**

Phase 1 - Project Establishment / Document Review and Analysis	
1.01	Review and validate total project costs with the Budget Summary
1.02	Review and validate project scope summary to project cost estimates
1.03	Review and validate A/E estimates for hard and soft (in-kind) costs
1.04	Review and validate project scope and budget for eligible/ineligible cost
1.05	Produce Cash Flow Schedule
Phase 1 - T&M at Hourly Rates Not-to-Exceed \$ 12,620	

Phase 2 - Design Review and Analysis (6 Site Visits for Meetings)		
2.01	Edit Div 0/1 in lieu of Development of a Project Management Plan	\$ 11,928
2.02	Participate Design Review Meetings to ensure project within budget constraints	\$ 29,808
2.03	Support with cost management	\$ 4,968
2.04	Perform SD Estimate + Reconciliation	\$ 36,454
2.05	Perform 100% DD Estimate + Reconciliation	\$ 34,238
2.06	Perform 50% CD Estimate	\$ 28,182
2.07	Perform 95% CD Estimate + Reconciliation	\$ 31,436
2.08	Validate design within budget, make VE recommendations	\$ 5,136
2.09	Produce Master Schedule	\$ 4,968
2.10	Perform SD Constructability Review	\$ 21,012
2.11	Perform 100% DD Constructability Review	\$ 27,764
2.12	Perform 50% CD Constructability Review	\$ 41,876
2.13	Perform 95% CD Constructability Review	\$ 41,876
2.14	Final Backcheck	\$ 18,454
2.15	Reimbursables: Lodging, Travel, Meals (paid receipts not to exceed)	\$ 4,340
Phase 2 Total \$ 342,440		

Phase 3 - Construction		
3.01	First 8 Months (PM & PE) \$54,920 per month	\$439,360
3.02	Last 8 Months (PM only) \$35,400 per month	\$283,200
Construction Total \$ 722,560		

Commissioning		
4.01	Commissioning - design phase (paid at percentage complete)	\$ 17,858
4.02	Commissioning - construction phase (paid at percentage complete)	\$ 93,688
Commissioning Total \$ 111,546		

GRAND TOTAL \$ 1,189,166	
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ATTACHMENT C

**AGREEMENT BETWEEN THE COUNTY OF MONO AND KITCHELL FOR
CONSTRUCTION MANAGEMENT AND COMMISSIONING SERVICES FOR
THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA**

TERM:

FROM: February 1, 2022 TO: October 1, 2024

SCHEDULE OF WORK

1. GENERAL.

- A. Within five (5) business days after the Notice to Proceed, Consultant shall submit a “Schedule of Work” to County for review and approval. The Schedule of Work shall be in the form of a progress chart clearly delineating all phases, review dates and deadlines. The Schedule of Work shall also delineate the relationship and responsibilities between County and state and local governmental agencies having jurisdiction over the Project that will be completing or providing approvals.
- B. Consultant shall update the Schedule of Work at the completion of each Project phase and shall deliver the Schedule of Work to County with Consultant's monthly billing for completion of each Project phase.

2. SCHEDULE OF PHASES.

- A. Consultant shall complete all work and services required for each Project Phase within the time limit listed below. The time limit for each Project Phase is the number of months, as noted, from the date the written Notice to Proceed is issued by County for each Project Phase through the date of completion of all services and work required for that Project Phase. The time limit does not include time required for reviews by County and other regulatory agencies for each Project Phase within the time limit listed below.
- B. As set forth in Paragraph 4 of the Agreement, time is of the essence and failure of Consultant to perform or provide work and services on time is a material breach of this Agreement.
- C. Architectural and Engineering (AE) Phasing based on the contract with Lionakis has been noted for reference.

Construction Management Phasing	TIME LIMIT	AE Phasing
Phase 1: Project Establishment and Document Review and Analysis (as-needed)	4 Months	Phase 1: Schematic Design
Phase 2: Design Review and analysis (includes Commissioning)	5 Months	Phase 2: Design Development
	7 Months	Phase 3: Construction Documents
	3 Months	Phase 4: Bidding
Phase 3: Construction Phase Services (includes Commissioning)	16 Months	Phase 5: Construction

**Mono County Jail - Bridgeport, CA
Kitchell Fee Breakdown**

Task	Phase 1 - Project Establishment / Document Review and Analysis	
1.01	Review and validate total project costs with the Budget Summary	
1.02	Review and validate project scope summary to project cost estimates	
1.03	Review and validate A/E estimates for hard and soft (in-kind) costs	
1.04	Review and validate project scope and budget for eligible/ineligible cost	
1.05	Produce Cash Flow Schedule	
Phase 1 - T&M at Hourly Rates Not-to-Exceed		\$ 12,620

Task	Phase 2 - Design Review and Analysis (6 Site Visits for Meetings)	
2.01	Edit Div 0/1 in lieu of Development of a Project Management Plan	\$ 11,928
2.02	Participate Design Review Meetings to ensure project within budget constraints	\$ 29,808
2.03	Support with cost management	\$ 4,968
2.04	Perform SD Estimate + Reconciliation	\$ 36,454
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2.06	Perform 50% CD Estimate	\$ 28,182
2.07	Perform 95% CD Estimate + Reconciliation	\$ 31,436
2.08	Validate design within budget, make VE recommendations	\$ 5,136
2.09	Produce Master Schedule	\$ 4,968
2.10	Perform SD Constructability Review	\$ 21,012
2.11	Perform 100% DD Constructability Review	\$ 27,764
2.12	Perform 50% CD Constructability Review	\$ 41,876
2.13	Perform 95% CD Constructability Review	\$ 41,876
2.14	Final Backcheck	\$ 18,454
2.15	Reimbursables: Lodging, Travel, Meals (paid receipts not to exceed)	\$ 4,340
Phase 2 Total		\$ 342,440

Phase 3 - Construction		
3.01	First 8 Months (PM & PE) \$54,920 per month	\$ 439,360
3.02	Last 8 Months (PM only) \$35,400 per month	\$ 283,200
Construction Total		\$ 722,560

Commissioning		
4.01	Commissioning - design phase (paid at percentage complete)	\$ 17,858
4.02	Commissioning - construction phase (paid at percentage complete)	\$ 93,688
Commissioning Total		\$ 111,546

GRAND TOTAL		\$ 1,189,166
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ATTACHMENT D

AGREEMENT BETWEEN THE COUNTY OF MONO AND KITCHELL FOR CONSTRUCTION MANAGEMENT AND COMMISSIONING SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:

FROM: February 1, 2022 TO: October 1, 2024

SUBCONSULTANT AND PROJECT PRINCIPAL LIST

This Attachment D (Subconsultant and Project Principal List) is attached to the Agreement and incorporated therein by this reference. The following firms and entities are the specialty subconsultants and project principals that Consultant will utilize to perform or provide the services and work related to the Project required by this Agreement. Written approval by County is required to change or add to this list. Notwithstanding anything in the Agreement to the contrary, County reserves the right to reject the use of any subconsultant or project principal. Nothing in the foregoing shall create any contractual relationship between County and any subconsultant or project principal used or utilized by Consultant. Consultant shall update addresses and phone numbers of the below listed subconsultants and project principals if they occur.

TRADE/SERVICE	SUBCONSULTANT/PROJECT PRINCIPAL
Construction Management:	Kitchell
Commissioning:	Kitchell
Architect:	Kitchell
Interiors:	Kitchell
Structural Engineering:	Kitchell
Mechanical Engineering:	Kitchell
Electrical Engineering:	Kitchell
Civil Engineering:	Kitchell
Security Electronics:	Kitchell
Radio:	Kitchell
Food Services:	Kitchell
Landscape Architecture:	Kitchell
Cost Estimating:	Kitchell
Geotechnical Engineering:	Kitchell
Door Hardware:	Kitchell
Hazardous Materials Consultant:	Kitchell

ATTACHMENT E

AGREEMENT BETWEEN THE COUNTY OF MONO AND KITCHELL FOR CONSTRUCTION MANAGEMENT AND COMMISSIONING SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:
FROM: February 1, 2022 TO: October 1, 2024

RESPONSIBILITY MATRIX

LEGEND 1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
ITEM			
Project Information			
• Introduce key team members and define roles and responsibilities of each relative to the project	1	2	2
• Identify and review pertinent information and/or documentation necessary from the County for the completion of the project	2	1	1
• Review and explain the overall project goals, general approach, tasks, work plan and procedures, and deliverable products of the project (PMP)	1	1	1
• Develop a detailed task analysis and work plan to ensure all project related information is received and activities can be completed	2	2	1
Typical Tasks for all Design Phases			
• Provide unified management for the Owner of design processes for A/E and other consulting services, such as surveys, EIRs, and geotechnical reports.	2	2	1
• Manage project costs within the established project budget	2	1	2
• Monitor and comment on project design costs	3	1	1
• Ensure development of furniture and equipment budgets and incorporate into project budget, if appropriate.	3	2	1
• Conduct design and consultant coordination meetings	2	1	2
• Coordinate and implement the requirements of regulatory agencies	3	1	2
• Conduct and take meeting minutes of design and consultant coordination meetings.	3	1	2
• Track all design/coordination comments generated in coordination meetings.	3	1	2

ATTACHMENT E

LEGEND 1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
Schematic Design			
<ul style="list-style-type: none"> Assemble all Project Information, including Title/Boundary Search, Soil Report, Topographic Survey, As-builts, Verification of (E) conditions - Site investigations & Field Exploration, EIR, County Standards, Client/Tenant Orq. Charts 	1	3	1
Review Schematic Design submittal for compliance with:			
a) Scope and Program Compliance	3	1	1
b) Budget	3	1	1
c) Schedule	3	2	1
d) Value Engineering/Constructability	3	2	1
e) Code and Regulatory Compliance	3	1	2
f) A/E - Owner contract requirements	3	2	1
<ul style="list-style-type: none"> Verify design documents and compatible with the project budget 	3	1	1
<ul style="list-style-type: none"> Submit Schematic Design package including alternatives and cost estimate 	3	1	2
<ul style="list-style-type: none"> Coordinate presentation of Schematic Design package with County for Board 	3	1	2
<ul style="list-style-type: none"> Prepare recommendation to Owner for fast tracking or phasing of construction of project facilities by separate contracts, if appropriate. 	3	2	1
<ul style="list-style-type: none"> Prepare Construction Cost Estimate 	3	1	1
<ul style="list-style-type: none"> Issue a Notice to Proceed to A/E for beginning of Design Development Phase 	1	3	2
Design Development			
County to provide General Conditions, Specifications and Supplementary Conditions	1	2	2
Prepare construction estimates separating building cost from site, utilities and demolition	3	1	1
Review Design Development Submittal for compliance with:			
a) scope and program compliance	3	1	1
b) Budget	3	1	1
c) Schedule	3	2	1
d) Value Engineering/Constructability	3	2	1
e) Code and Regulatory Compliance	3	1	2
f) A/E - Owner contract requirements	3	2	1
<ul style="list-style-type: none"> Submit to County Design Development Package 	3	1	2
<ul style="list-style-type: none"> Submit a statement indicating changes made to the program from Schematic Design and cost impact 	3	1	2
<ul style="list-style-type: none"> Issue a Notice to Proceed to A/E for beginning of Construction Document Phase 	1	3	2
Construction Document (50% CD)			
Review 50% submittal for compliance with:			
a) scope and program compliance	3	1	1
b) Budget	3	1	1
c) Schedule	3	2	1
d) Value engineering / Constructability	3	2	1
e) Code and regulatory compliance	3	1	2

ATTACHMENT E

LEGEND 1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
f) A/E - Owner contract requirements	3	2	1
• Submit 50% CD package to County.	3	1	2
• Submit a statement indicating changes made to the program from Design Development and the cost impact.	3	1	2
• Issue a Notice to Proceed and directions to A/E for beginning Construction Document Substantial Completion Phase.	1	N/A	2
Construction Document (Substantial Completion)			
Review Final CD submittal for compliance with:			
a) Scope and program compliance	3	1	1
b) Budget	3	1	1
c) Schedule	3	2	1
d) Value engineering / Constructability	3	2	1
e) Code and regulatory compliance	3	1	2
f) A/E - Owner contract requirements	3	2	1
• Make corrections as required to reflect BSCC finalback-check comments.	3	1	2
• Prepare preliminary construction schedule for inclusion in bid documents	3	2	1
• Prepare front-end documents.	1	2	2
• Prepare bid and award schedule.	3	2	1
• Payment of plan check fees, etc.	1	3	2
• Submit to County Final CD package	3	1	2
• Submit a statement indicating changes made to the program from CD substantial completion and the cost impact.	3	1	2
• Respond formally to requirements set forth by Governmental Agencies having jurisdiction over the project.	3	1	2
• Establish type of subcontractor and contractor pre-qualification criteria to include in the project documents for bidding (Optional)	2	3	1
• Develop procedures and forms for submission of project budgets, construction estimates, addenda, schedule of values, change orders, requests for payment, final payment request, acceptance of project.	2	2	1
Verify that design documents are compatible with the project budget.	3	1	1
• Prepare Construction Document Package for review by County.	3	1	2
• Prepare construction cost estimate at completion of Final CD's, independent of A/E's.	3	2	1
• Conduct marketing efforts with potential contractors to stimulate competitive bidding.	3	2	1
• Analyze current construction market conditions and advise Owner on bidding activity.	3	2	1
• Prepare advertisements for Invitations to Bid of bid documents for County.	3	2	1
• Provide legal counsel review of the "front-end" bid documents specifications with insurance counsel for the amounts and types of insurance and bond coverage included therein.	1	3	2

ATTACHMENT E

LEGEND 1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
Documents			
• Establish General Conditions with C.M.	1	2	1
• Establish Pre-Qualification language and forms	1	2	1
• Establish Master Construction Schedule	2	2	1
• Develop Liquidated Damages Plan/Values.	1	2	1
Bid Preparation			
• Coordinate Bid Alternates.	3	1	2
• Compose and Type Bid Forms.	1	2	2
• Prepare Advertisements for Bid.	1	3	2
• Place Advertisements for Bid.	1	3	2
• Pre-Bid Conferences.	2	2	1
• Answer Bidder Questions.	2	1	2
• Prepare Addenda.	2	1	2
• Distribute Addenda.	1	2	2
• Receive and Open Bids.	1	2	2
Evaluate Bids			
• Verify Completeness of Bids.	1	3	1
• Verify Bond Ratings Compliance.	1	3	2
• Verify Licensure.	1	3	2
• Check References (if required)	1	3	2
• Compare Bids to Master Estimate.	2	2	1
• Recommend Award of Bid Package	1	2	1
Rebid (As Required)			
• Propose Bid Changes.	1	1	1
• Revise Bid Documents.	2	1	2
Award			
• Prepare Contracts	1	2	2
• Update Total Project Cost Estimate.	2	3	1
• Verify Completeness of Contract	1	3	1
• Verify Insurance Compliance	1	3	2
• Verify Bond Rating Compliance.	1	3	2
• Prepare & Issue Notices to Proceed.	1	3	2
• Compile and Distribute Construction Sets.	2	2	1
• Coordinate Pre-Construction & Printing Costs.	1	3	2
Construction			
<i>Construction Professionals</i>			
• Solicit Professional Services	1	2	2
• Prepare Agreements & Forms	1	2	2
• Distribute & Track Professionals Contracts	1	2	2
<i>Construction Administration</i>			
• Demolition Package Administration/Observation	2	2	1
• Construction Administration/Observation	2	2	1
Submittals			
• Review Shop Drawings	3	1	2
• Review & Accept Construction Schedules	2	2	1
• Review & Approve Submittals	3	1	2

ATTACHMENT E

LEGEND 1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
• Evaluate "Equals"	2	1	2
Job Site Meetings			
• Schedule & Conduct Meetings	3	2	1
• Document Meetings	3	3	1
Schedules			
• Prepare Color Board and Schedules	3	1	2
• Distribute Color Board and Schedules	2	1	2
• Prepare Keying Schedule	1	2	2
• Distribute Keying Schedule	1	2	2
Reports			
• Daily Reports	3	3	1
• Project Progress Reports	3	1	1
Requests for Information			
• Initial Review	3	2	1
• Final Review	3	1	2
• Issue Scope of Work Clarifications	3	1	2
• Issue Document Clarifications	3	1	2
• Respond to Requests for Certified Payroll	2	3	1
Change Orders			
• Issue Requests for Proposals	3	1	2
• Prepare Change Orders	3	3	1
• Obtain Signatures for Change Orders	1	2	1
• Distribute & Track Change Orders	3	3	1
• Evaluate Delay & Rain Days	3	3	1
Payment Requests			
• Schedule & Track Pay Requests	3	3	1
• Verify % of Completion	3	3	1
• Sign Pay Applications	1	1	1
• Track Actual & Estimated Construction Cost	3	3	1
• Track Stop Notices & Releases	1	3	1
Project Close-Out			
• Develop & Doc. Arch. Punch Lists	1	1	1
• Distribute & Track All Punch Lists	2	2	1
• Supervise Equipment Start-up	2	2	1
• Supervise Owner Training for Equipment	1	2	1
• Final Record Documents (as-builts)	1	1	2
• Gather & Catalog Manuals & Op. Data	3	2	1
• Coordinate Delivery of Keys, etc.	2	3	1
• Prepare Notices of Completion	1	3	2
• Distribute Notices of Completion	1	3	2
• Record Notices of Completion	1	3	2
• Record Drawings	3	1	3
• Gather Final Paperwork	2	3	1
Post Occupancy			
Final Payments			
• Determine Withholdings	1	3	2

ATTACHMENT E

LEGEND 1= Primary Responsibility 2= Supporting Responsibility 3 = Review/Information Only N/A = Not Applicable	COUNTY	A/E	CM
• Coordinate Clearance of Stop Notices	1	3	2
Warranty Work			
• Coordinate Response to Problems	1	2	3
• Ninth Month Project Walk (post occupancy)	1	1	2

ATTACHMENT F

AGREEMENT BETWEEN THE COUNTY OF MONO AND KITCHELL FOR CONSTRUCTION MANAGEMENT AND COMMISSIONING SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

TERM:

FROM: February 1, 2022 TO: October 1, 2024

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RECITALS

A. The County of Mono (“County”), by and through the Mono County Sheriff-Coroner’s Office (“Sheriff’s Office”), owns and operates the Mono County Jail (“Jail”), which houses inmates that are legally committed to the Jail and has developed and maintains certain documentation, plans and drawings, and other sensitive and/or protected information concerning the Jail and its operation by the Sheriff’s Office.

B. Kitchell, and/or other affiliated design professionals, consultants, subconsultants, and/or project principles, including all employees, agents, and representatives of each of them (collectively, “Consultants”), desire or may have the need to review and/or obtain certain documentation, plans and drawings, and other sensitive and/or protected information concerning the Jail and its operation by the Sheriff’s Office for use in furtherance of or in connection with the performance or provision of services and work for the New Mono County Jail Project (“Project”).

C. County and Consultants agree that it is necessary and desirable for Consultant to have access to such documentation, plans and drawings, and other sensitive and/or protected information for their performance or provision services and work related to the Project.

D. County and Consultants agree that a preliminary confidentiality and non-disclosure agreement is necessary and desirable to afford Consultants access to such documentation, plans and drawings, and other sensitive and/or protected information and to protect County’s interest in the same.

NOW, THEREFORE, County and Consultants (hereinafter, County and Consultant may be referred to individually as a “Party” and collectively as the “Parties”) agree as follows:

1. Purpose

The purpose of this “Confidentiality and Non-Disclosure Agreement” is to allow Consultants to access documentation, plans and drawings, and other sensitive and/or protected information concerning the Jail and its operation by the Sheriff’s Office for the sole purpose of performing or providing the services and work specified in the AGREEMENT BETWEEN THE COUNTY OF MONO AND KITCHELL FOR CONSTRUCTION MANAGEMENT AND COMMISSIONING SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA (“Master Agreement”), to which this Confidentiality and Non-Disclosure Agreement is attached and incorporated into. This Confidentiality and Non-Disclosure Agreement is intended to ensure the safety of the Jail and its operations by the Sheriff’s Office. By signing this Confidentiality and Non-Disclosure Agreement Consultants are stating and warrant that they will not disclose any Confidential Information (as defined in Paragraph 2) and will only use Confidential Information for purposes in furtherance of the Master Agreement and the Project. Further,

Consultants warrant that their employees, agents, assigns, partners, subconsultants, and subcontractors will be similarly bound by this Confidentiality and Non-Disclosure Agreement and all other applicable laws and regulations pertaining to the confidentiality and non-disclosure of the Confidential Information identified herein.

2. Definition of “Confidential Information”

For purposes of this Confidentiality and Non-Disclosure Agreement, the term “Confidential Information” shall include all nonpublic information that the County designates as confidential or any other nonpublic information the disclosure of which could compromise the security or the operations the Jail; or the security or the safety of County personnel, contractors, inmates, and others, including but not limited to Sheriff’s Office personnel and County staff operating or responsible for operation of the Jail. The term “Confidential Information” shall also include, but is not limited to, all information related to the design, layout, and/or operation of the Jail.

3. Use of Confidential Information by Consultants

3.1. Consultants shall use Confidential Information only in strict confidence and shall not use Confidential Information for any purpose other than as provided in this Confidentiality and Non-Disclosure Agreement. Further, Consultants shall not disclose Confidential Information, except as provided in this Confidentiality and Non-Disclosure Agreement, without the prior written consent of County.

3.2. Notwithstanding Paragraph 3.1, Consultants may disclose Confidential Information in the following circumstances: (i) where it was already in the possession of Consultants; (ii) where it is learned from or becomes publicly disclosed by a source with legal right to use and disclose it; and (iii) where it is identical to information which was developed by Consultants independently of any Confidential Information received from County.

4. Disclosure

Consultants shall not publish, make and/or retain copies, or otherwise disclose to any third party, any Confidential Information furnished or otherwise made available to Consultants except (i) to the extent necessary in furtherance of the Agreement or the Project; or (ii) to the extent that disclosure is required by judicial process in a legal proceeding, in which event Consultants will provide to County notice of the request or demand to disclose Confidential Information prior to its disclosure.

5. Indemnification

To the fullest extent permitted by law, Consultants shall hold harmless, defend with counsel acceptable to County at Consultants’ own expense, and indemnify County, its officers, agents, employees, and volunteers from any and all liability, claims, losses, damages, or expenses, including reasonable attorneys’ fees, arising from all acts or omissions of Consultants, their officers, agents, employees, volunteers, contractors, and subcontractors regarding their use of Confidential Information; excluding such liability, claims, losses, damages, or expenses arising from the sole negligence or willful acts of County, its officers, agents, employees, volunteers, or other contractors or their sub-contractors. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities related to the use of Confidential Information. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out the use of Confidential Information under the Agreement; provided, nothing shall require either Party to disclose any document, record, or communication that is protected by the attorney-client privilege, the attorney work product rule, or the peer review privilege.

6. Restrictions

6.1. Consultants shall take reasonable security precautions, at least as great as the precautions that they take to protect their own confidential information, to protect Confidential Information. Consultants may disclose Confidential Information only to Consultants' employees on a need-to-know basis but only after Consultants have executed appropriate written agreements with their employees and sub-consultants or sub-contractors sufficient to enable Consultants to comply with all provisions of this Confidentiality and Non-Disclosure Agreement.

6.2 Confidential Information may be disclosed, reproduced, summarized, or distributed only in connection with and in furtherance of the Agreement or the Project, and only as otherwise provided under this Confidentiality and Non-Disclosure Agreement. Consultants agree to segregate all Confidential Information from other confidential information or materials in Consultants' possession to prevent comingling.

7. Rights and Remedies

7.1. All Confidential Information is and shall remain the property of County.

7.2. Consultants shall notify County immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Confidentiality and Non-Disclosure Agreement by Consultants or any of them. Consultants will cooperate with County in every reasonable way to help County regain possession of Confidential Information and prevent its unauthorized use.

7.3. Upon completion of Consultants' services and work pursuant to the Agreement and in furtherance of the Project, or upon demand by County, all Confidential Information, including but not limited to all photographs, sketches, copies, models, and drawings related to the design, layout, and operation of the Jail shall be returned to County.

7.4. Consultants acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that County shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

7.5. Consultants agree to allow County personnel to visit Consultants' premises, with reasonable prior notice and during normal business hours, to review Consultants' compliance with the terms of this Confidentiality and Non-Disclosure Agreement.

8. Miscellaneous

8.1. Entire Agreement. This Confidentiality and Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

8.2. Modification. This Confidentiality and Non-Disclosure Agreement shall not be modified except by a written agreement dated subsequent to the date of this Confidentiality and Non-Disclosure Agreement and signed by both Parties. It shall continue in force unless and until superseded by a subsequent written agreement of the Parties concerning the subject matter hereof.

8.3. Waiver. None of the provisions of this Confidentiality and Non-Disclosure Agreement shall be deemed to have been waived by any act or acquiescence on the part of County, its employees, agents, or

assigns, but only by an instrument in writing signed by an authorized officer of County. No waiver of any provision of this Confidentiality and Non-Disclosure Agreement shall constitute a waiver of any other provision or of the same provision on a separate occasion.

8.4. Binding on Successors and Assigns. Subject to the limitations set forth in this Confidentiality and Non-Disclosure Agreement, this Confidentiality and Non-Disclosure Agreement is binding upon the Parties, their successors, and their assigns.

8.5. Severability and Survival. If any provision of this Confidentiality and Non-Disclosure Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then the remaining provisions shall remain in full force and effect. All obligations created by this Confidentiality and Non-Disclosure Agreement shall survive change or termination of the Parties' business relationships.

Approved on behalf of Mono County Sheriff's Department:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Mono County Counsel's Office

I, the undersigned, represent that I am authorized to enter into this Confidentiality and Non-Disclosure Agreement on behalf of the Party identified below my name, and on behalf of its agents. Consultants and their agents hereby agree to the terms of this Confidentiality and Non-Disclosure Agreement.

AGREED AND ACCEPTED BY:

By: _____

Name: _____

Title: _____

Date: _____

[CONTINUED ON NEXT PAGE]

AGREED AND ACCEPTED BY:

By: _____

Name: _____

Title: _____

Date: _____

AGREED AND ACCEPTED BY:

By: _____

Name: _____

Title: _____

Date: _____

AGREED AND ACCEPTED BY:

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT 2

AGREEMENT BETWEEN THE COUNTY OF MONO AND KITCHELL CEM FOR CONSTRUCTION MANAGEMENT AND COMMISSIONING SERVICES FOR THE MONO COUNTY NEW JAIL PROJECT IN BRIDGEPORT, CALIFORNIA

PREVAILING WAGES AS OF FEBRUARY 1, 2022

A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code sections 1720 and 1720.3. Accordingly, and as required by California Labor Code section 1771, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A (Scope of Work) of this Agreement that constitute a public work.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Pursuant to California Labor Code section 1773.2, copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to California Labor Code section 1777.5, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. In addition, Contractor and/or any subcontractor under him employing a registered apprentice to perform services or work that constitute a public work shall comply with the remaining requirements and provisions of California Labor Code section 1777.5, a copy of which is included at the end of this Exhibit 2. The Contractor, as the prime contractor under the Agreement, shall be responsible for complying with California Labor Code section 1777.5 for all apprenticeable positions and workers employed by the Contractor.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to California Labor Code section 1775, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than Two Hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by California Labor Code section 1775(b). In addition, Contractor and/or any subcontractor under him shall comply with and be subject to the remaining requirements and provisions of California Labor Code section 1775, a copy of which is included at the end of this Exhibit 2.

E. Payroll Records.

Pursuant to California Labor Code section 1776, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work.

H. Hours.

Pursuant to California Labor Code section 1810, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work, is limited and restricted to eight (8) hours during any one (1) calendar day and 40 hours during any one (1) calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code section 1815, the performance of services and work, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in Attachment A (Scope of Work) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by California Labor Code section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code section 1813, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in Attachment A (Scope of Work) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one calendar week.

L. Registration with DIR and Compliance Monitoring.

Pursuant to California Labor Code section 1725.5, unless subject to the limited exceptions stated in Labor Code section 1771.1, no contractor or subcontractor may be qualified or listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CALIFORNIA LABOR CODE SECTIONS

California Labor Code Section 1775:

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the

subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

California Labor Code Section 1777.5:

(a) This chapter does not prevent the employment of properly registered apprentices upon public works.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty

contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

Departments: Probation

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Karin Humiston, Chief Probation
Officer

SUBJECT Amendment to Deputy Probation
Officers MOU

AGENDA DESCRIPTION:

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

Proposed resolution amending the Memorandum of Understanding (MOU) between the County and the Deputy Probation Officers' Association to add Special Assignment Pay for Officers providing Batterers' Intervention Services.

RECOMMENDED ACTION:

Adopt resolution amending MOU with Deputy Probation Officers Association to add a provision establishing five percent (5%) educational incentive/special assignment pay for up to three certified officers assigned as Batterers Intervention facilitators.

FISCAL IMPACT:

Fiscal impact for the proposed Probation MOU change to add five percent (5%) batterer's intervention enhanced pay, annually would be \$14,087 which includes \$10,103 for salary and \$3,984 for benefits. This assumes three officers qualify for the pay for an entire year. The additional costs would be funded by the SB 678 revenues. No fiscal impact to the general fund.

CONTACT NAME: Karin Humiston

PHONE/EMAIL: 7609325572 / jlmills@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Cost Analysis
Resolution

History

Time	Who	Approval
1/25/2022 3:39 PM	County Counsel	Yes
1/25/2022 4:35 PM	Finance	Yes
1/28/2022 2:06 PM	County Administrative Office	Yes



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MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-1731

probation@mono.ca.gov

Mark Magit
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

Date: February 1, 2022
To: Honorable Board of Supervisors
From: Karin Humiston, Chief of Probation
Subject: Amendment to Mono County Probation Officers Association MOU

Recommended Action:

Approve amendment to Mono County Probation Officers Association Memorandum of Understanding, Article 30 Special Assignment Pay adding five percent (5%) additional pay for three certified officers assigned as Batterers Intervention facilitators.

Discussion:

Batterers Intervention is a court mandated 52-week program. Pursuant to 1203.097(c)(5), the *probation department shall have the sole authority to approve a batterer's intervention program for probation.*

The certification process for the three officers was complex and expensive. It was a non-Standards and Training for Corrections, but Penal Code 1203.097 and 1203.098 mandatory training. What may have looked like 40 hours on their certification took almost 4 months for each officer to complete due to readings, homework and meetings with the psychologist who provided the training and certification. There was a major investment in this program. All three officers currently participate in session debriefings for the clients currently enrolled. Probation and non-probation clients will be given a choice between Behavioral Health's or Probation's Batterers Intervention program regardless of where they live. I expect to see a client base increase for probation given

most of our clients cannot afford the \$1410 cost imposed by the Behavioral Health program. In alignment with California's direction under AB 1869 to eliminate criminal fees, probation would ask the participant to reimburse only for the cost of the book, which is \$50. If they are indigent, probation would waive that charge.

We are receiving inquiries from other probation departments interested in expanding their program offerings to include Batterers Intervention. Their reasoning is various but given the direction of this state and probation philosophy, I would not be surprised to see this change increase with probation offering Batterers Intervention services rather than behavioral health or contracted agencies.

I believe all three officers should receive the five percent (5%) as soon as Article 30 is amended. The far-reaching impact their facilitation will have on the reduction of victims and violent crime, seems to be a wise investment by the county for its citizens.

Fiscal Impact

The estimated fiscal impact for the proposed Probation MOU change to add five percent (5%) batterer's intervention enhanced pay, annually would be \$14,087 which includes \$10,103 for salary and \$3,984 for benefits. This assumes the three officers qualify for the pay for an entire year. The additional costs would be funded by the SB 678 revenues.

No fiscal impact to the general fund.

Attachments:

Cost Analysis.

Employee:		Pay Period Salary + Additional Pay			Benefits & Taxes	Health Benefits	Annual Benefits + Taxes	Total Salary & Benefits/Taxes	Total Salary & Benefits/Taxes + Health Benefits	Annual Total Salary + Benefits
Last Name	First Name	Base Salary	Additional Pay	Total Pay						
Barkley	Jazmin	\$ 3,311.42	\$ 163.85	\$ 3,475.27	\$ 1,177.03	\$ 1,796.95		\$ 4,652.30	\$ 6,449.25	
		\$ 86,097.00	\$ 4,260.00	\$ 90,357.00	\$ 30,602.84	\$ 23,360.35	\$ 53,963.19	\$ 60,479.92	\$ 83,840.27	\$ 144,320.19
Mejia	Orlando	\$ 123.26	\$ -	\$ 123.26	\$ 47.02	\$ 5.12		\$ 170.28	\$ 175.40	
		\$ 3,204.70	\$ -	\$ 3,204.70	\$ 1,222.63	\$ 66.56	\$ 1,289.19	\$ 2,213.66	\$ 2,280.22	\$ 4,493.89
Flores	Alastair	\$ 2,465.15	\$ 163.85	\$ 2,629.00	\$ 658.05	\$ 1,133.34		\$ 3,287.05	\$ 4,420.39	
		\$ 64,094.00	\$ 4,260.00	\$ 68,354.00	\$ 17,109.39	\$ 14,733.42	\$ 31,842.81	\$ 42,731.69	\$ 57,465.11	\$ 100,196.81
Hill	Curtis	\$ 2,537.60	\$ 106.15	\$ 2,643.75	\$ 892.02	\$ 2,278.29		\$ 3,535.78	\$ 5,814.07	
		\$ 65,977.60	\$ 2,760.00	\$ 68,737.60	\$ 23,192.57	\$ 29,617.77	\$ 52,810.34	\$ 45,965.09	\$ 75,582.86	\$ 121,547.94
Himelhoch	Jon	\$ 2,857.12	\$ 48.46	\$ 2,902.19	\$ 980.60	\$ 1,792.39		\$ 3,882.80	\$ 5,675.19	
		\$ 74,285.12	\$ 1,260.00	\$ 75,545.12	\$ 25,495.71	\$ 23,301.07	\$ 48,796.78	\$ 50,476.36	\$ 73,777.43	\$ 124,253.78
Knight	Erin	\$ 2,342.19	\$ 200.70	\$ 2,542.90	\$ 737.21	\$ 1,720.72		\$ 3,280.11	\$ 5,000.83	
		\$ 60,897.00	\$ 5,218.31	\$ 66,115.31	\$ 19,167.49	\$ 22,369.36	\$ 41,536.85	\$ 42,641.40	\$ 65,010.76	\$ 107,652.16
Mills	Jeff	\$ -	\$ 48.46	\$ 48.46	\$ 737.21	\$ 5.93		\$ 785.67	\$ 791.60	
		\$ -	\$ 1,260.00	\$ 1,260.00	\$ 19,167.49	\$ 77.09	\$ 19,244.58	\$ 10,213.75	\$ 10,290.84	\$ 20,504.58
VanKampen	Erin	\$ 2,853.73	\$ 48.46	\$ 2,902.19	\$ 1,080.83	\$ 5.12		\$ 3,983.02	\$ 3,988.14	
		\$ 74,197.00	\$ 1,260.00	\$ 75,457.00	\$ 28,101.59	\$ 66.56	\$ 28,168.15	\$ 51,779.29	\$ 51,845.85	\$ 103,625.15
Wagner	Amanda	\$ 129.42	\$ 48.46	\$ 48.46	\$ 2.46	\$ 5.93		\$ 50.92	\$ 56.85	
		\$ 3,364.95	\$ 1,260.00	\$ 4,624.95	\$ 63.95	\$ 77.09	\$ 141.04	\$ 661.98	\$ 739.07	\$ 1,401.04
Whitmore	Dylan	\$ 3,153.73	\$ 48.46	\$ 2,902.19	\$ 1,080.83	\$ 1,869.76		\$ 3,983.02	\$ 5,852.78	
		\$ 81,997.00	\$ 1,260.00	\$ 83,257.00	\$ 28,101.59	\$ 24,306.88	\$ 52,408.47	\$ 51,779.29	\$ 76,086.17	\$ 127,865.47
Daley	Leianna	\$ 135.89	\$ -	\$ -	\$ 51.75	\$ -		\$ 51.75	\$ 51.75	
		\$ 3,533.00	\$ -	\$ 3,533.00	\$ 1,345.46	\$ -	\$ 1,345.46	\$ 672.73	\$ 672.73	\$ 1,345.46



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING
THE MEMORANDUM OF UNDERSTANDING WITH THE DEPUTY PROBATION
OFFICERS ASSOCIATION TO ADD EDUCATIONAL INCENTIVE/SPECIAL
ASSIGNMENT PAY FOR OFFICERS PROVIDING BATTERERS' INTERVENTION
SERVICES**

WHEREAS, a Memorandum of Understanding between the County of Mono and the Mono County Probation Officers Association is in effect for the term July 1, 2019 until June 30, 2023 (the "MOU"); and

WHEREAS, batterer's intervention is a court mandated 52-week program. Pursuant to Penal Code section 1203.097(c)(5), the Superior Court and/or County Probation Department must refer qualified individuals to a batterer's intervention program; and

WHEREAS, Mono County wishes to incentivize up to three Deputy Probation Officers to obtain the education necessary to serve, and to serve, as Batters' Intervention Facilitators; and

WHEREAS, to accomplish the foregoing, the Board of Supervisors now wishes to amend Article 30 of the MOU "Special Assignment Pay" to add a provision authorizing five percent (5%) of salary as "educational incentive pay" for up to three Deputy Probation Officers who have obtained a Certificate of Batters' Intervention Program Facilitation training and actually provide batterers' intervention services;

**NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS DOES
HEREBY RESOLVE** that the Memorandum of Understanding between the Deputy Probation Officers Association and the County of Mono is hereby amended as follows:

SECTION ONE: The title of Article 30 shall be amended to read:

"SPECIAL ASSIGNMENT/EDUCATIONAL INCENTIVE PAY"

SECTION TWO: The following language is added to Article 30:

"Up to three (3) Deputy Probation Officers assigned as Batterer's Intervention Facilitators and possessing a Certificate of Batters' Intervention Program Facilitator training as required by Penal Code Section 1203.098, shall receive an additional five

1 percent (5%) of their Base Rate of Pay, retroactive to July 1, 2021, or the date they
2 obtained the Certificate and commenced providing training, whichever occurred last.”

3 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2022,
4 by the following vote, to wit:

5 **AYES:**

6 **NOES:**

7 **ABSENT:**

8 **ABSTAIN:**

9 _____
10 Bob Gardner, Chair
11 Mono County Board of Supervisors

12 **ATTEST:**

APPROVED AS TO FORM:

13 _____
14 Clerk of the Board

15 _____
16 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

Departments: CAO, Human Resources

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Employment Agreement - Assistant to the County Administrator

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Cheyenne Stone as Assistant to the County Administrator, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R22-___, approving a contract with Cheyenne Stone as Assistant to the County Administrator, 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:

Total cost of salary and benefits for FY 2021-22 is \$44,178, of which \$35,750 is salary, and \$8,428 is benefits. This is included in the County Administrator's budget. The cost for an entire fiscal year would be approximately \$96,389 of which \$78,000 is salary and \$18,389 is the cost of benefits.

CONTACT NAME: John Craig

PHONE/EMAIL: 760-932-5414 / jcraig@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Contract

History

Time	Who	Approval
1/27/2022 2:21 PM	County Counsel	Yes
1/27/2022 3:55 PM	Finance	Yes
1/28/2022 2:05 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Robert C. Lawton
PO Box 696
Bridgeport, CA 93517-0696
(760) 932-5410
rlawton@mono.ca.gov
www.mono.ca.gov

BOARD OF SUPERVISORS

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COUNTY COUNSEL

Stacey Simon, Esq.

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CPA, GCFM, MPA

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Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Bryan Wheeler

PUBLIC WORKS

Tony Dublino

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors
From: Robert C. Lawton, CAO
Date: February 1, 2022
Re: Employment Agreement with Cheyenne Stone

Recommended Action

Adopt Resolution #R22-__, approving a contract with Cheyenne Stone as Assistant to the County Administrative Officer, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Discussion

With the retirement of Administrative Services Specialist Rebecca Buccowich early last year, the office of the CAO has been without administrative and policy support. Ms. Stone was selected as the successful candidate and offered the revised position of Assistant to the County Administrative Officer. Ms. Stone has extensive experience working with regional educational entities and tribal governments. Given her extensive experience in various levels of governments, we are excited about having her continue her career here and help with the overall management of the County. Ms. Stone was appointed by me on January 24th and began working that day. This request is to approve and ratify the conditions of her employment.

We are very pleased to have Ms. Stone assume the role of Assistant to the County Administrative Officer and believe that she will be an outstanding addition to the office.



RESOLUTION NO. R22-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH CHEYENNE STONE
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, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the Employment Agreement of Cheyenne Stone, 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. Stone. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**EMPLOYMENT AGREEMENT OF CHEYENNE STONE
AS ASSISTANT TO THE COUNTY ADMINISTRATOR FOR MONO COUNTY**

This Agreement is entered into by and between Cheyenne Stone and the County of Mono ("**County**").

I. RECITALS

The County wishes to employ Cheyenne Stone ("**Ms. Stone**") as its Assistant to the County Administrator in accordance with the terms and conditions set forth in this Agreement. Ms. Stone wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence January 24, 2022, and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. Commencing January 24, 2022, Ms. Stone shall be employed by Mono County as its Assistant to the County Administrator, serving at the will and pleasure of the County Administrative Officer ("**CAO**"). Ms. Stone accepts such employment. The CAO shall be deemed the "appointing authority" for all purposes with respect to Ms. Stone's employment. The CAO and Ms. Stone will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Stone's work. Ms. Stone's job performance and progress towards achieving the agreed-upon goals shall be evaluated by the CAO 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 ("**Management Compensation Policy**").
3. Ms. Stone's salary shall be initially set at Range 9, 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, "**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. Stone 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. Stone 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 (“*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. Ms. Stone 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 CAO, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Stone’s 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. Stone 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 Stone’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Stone 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. Stone 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. Stone’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except

for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Ms. Stone’s employment, the CAO may terminate Ms. Stone’s 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. Stone 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 CAO may, in his or her discretion, take during Ms. Stone’s employment.
10. In the event of a termination without cause occurring after the first twelve (12) months of employment, Ms. Stone shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Ms. Stone shall not be entitled to any severance pay in the event that the CAO has grounds to discipline her on or about the time he or she gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Stone shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Stone 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. Stone shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Stone.
13. 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. Stone's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Stone's 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. Stone 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. Stone is convicted of a crime involving abuse of office or position.

14. Ms. Stone acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Stone 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 ____ day of February, 2022.

EMPLOYEE

THE COUNTY OF

MONO

Cheyenne Stone

By: Bob Gardner, Chair
Mono County Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

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, John Craig, Patty Francisco, and Oliver Yee. 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 Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

TIME REQUIRED

SUBJECT Closed Session - Initiation of
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
1/25/2022 3:19 AM	County Counsel	Yes
1/25/2022 11:06 AM	Finance	Yes
1/28/2022 2:06 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

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 : *In re William R. Wilson on Habeas Corpus* (California Court of Appeal, Third Appellate District, Case No. C095273.).

RECOMMENDED ACTION:

FISCAL IMPACT:

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Time	Who	Approval
1/25/2022 3:38 PM	County Counsel	Yes
1/25/2022 4:40 PM	Finance	Yes
1/28/2022 2:07 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

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. City of Los Angeles, et al.* (California Court of Appeal, First Appellate District, Case No. A162590).

RECOMMENDED ACTION:

FISCAL IMPACT:

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History

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1/25/2022 3:38 PM	County Counsel	Yes
1/25/2022 4:40 PM	Finance	Yes
1/28/2022 2:07 PM	County Administrative Office	Yes



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OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

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: *Abshire et al. v. Newsom et al.* (9th Circuit Court of Appeals, Case No. No. 21-16442).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

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Time	Who	Approval
1/25/2022 3:37 PM	County Counsel	Yes
1/25/2022 4:40 PM	Finance	Yes
1/28/2022 2:07 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE February 1, 2022

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval