



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 December 14, 2021

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=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/95885606112>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 958 8560 6112.

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 958 8560 6112.

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. Resolution Authorizing Virtual Meetings under AB 361

Departments: County Counsel

Proposed resolution authorizing remote teleconference meetings for the period of December 14, 2021 through January 13, 2022, pursuant to AB 361.

Recommended Action: Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact: None.

B. Claim for Damages - Jenna Lavender

Departments: Risk Management

Claim for damages filed by Jenna Lavender, a misdirected claim related to a death at a hospital unaffiliated with the County of Mono.

Recommended Action: Deny the claim submitted by Jenna Lavender, and direct the Risk Manager, in consultation with County Counsel, to send notice to the claimant of the denial.

Fiscal Impact: None.

C. Claim for Damages - Craig Balogh

Departments: Risk Management

Claim for damages filed by Craig Balogh, a misdirected claim related to a death at a hospital unaffiliated with the County of Mono.

Recommended Action: Deny the claim submitted by Craig Balogh, and direct the Risk Manager, in consultation with County Counsel, to send notice to the claimant of the denial.

Fiscal Impact: None.

D. Contracts for Legal Services - Indigent Defense

Departments: CAO

Proposed contracts with Brad Braaten, Esq. and the Law Office of Sophie C. Bidet, Inc. pertaining to the provision of indigent defense services for Mono County.

Recommended Action: Approve contracts with the Law Office of Sophie C. Bidet and with attorney Brad Braaten to provide public defender services in Mono County for a period of five years commencing January 1, 2022, and ending December 31, 2026, and authorize Chair to execute said contracts on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Not-to-exceed amount of \$180,000 annually for each contract, commencing in 2022, with 2% automatic annual increases and the option of an additional payment of up to \$6,000 per month until such time as a third public defender begins providing services under contract with the County.

E. Contract for Investigator Services - Indigent Defense

Departments: CAO

Proposed contract with Brian H. Grice, dba Coast Criminal & Civil pertaining to the provision of investigator services.

Recommended Action: Approve, and authorize CAO to sign, contract with Brian H. Grice, dba Coast Criminal & Civil, for the provision of investigative services related to indigent defense and related matters for the period January 1, 2022, through December 31, 2026. Provide any desired direction to staff.

Fiscal Impact: Annual cost of \$95,520 from January 1 to December 31, 2022, with automatic annual 2% increases. The amount accruing from January 1 to June 30, 2022 is included in the County's approved budget for FY 2021-2022.

6. CORRESPONDENCE RECEIVED - NONE

Direction may be given to staff regarding, and/or the Board may discuss, any item

of correspondence listed on the agenda.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

10 minutes

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

Recommended Action: None, informational only.

Fiscal Impact: None.

B. California Immunization Local Assistance Grant Amendment

Departments: Public Health

10 minutes

(Bryan Wheeler, Public Health Director) - Proposed Amendment to Grant Agreement Number 17-10332, A03 with the California Department of Public Health, Immunization Branch.

Recommended Action: Approve Amended Grant Agreement Number 17-10332, A03 and authorize the Chair of the Board of Supervisors to sign the amended contract on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments to the grant that shift funds between budget categories without changes to the grant allocation.

Fiscal Impact: There is no impact to the General Fund. The amendment increases funding in the amount of \$1,109,290 for fiscal year 2021-22 for an amended total of \$1,323,711 for the 5-year contract period. The budget appropriation increase to spend these grant proceeds has previously been approved by the Board.

C. Proposed Ordinance Adding Chapter 20.10 to the Mono County Code, Open Range, and Excluding Additional Portions of the County from Territory Devoted Chiefly to Grazing

Departments: Agricultural Commissioner

30 minutes

(Nathan D. Reade, Agricultural Commissioner) - Proposed ordinance adding Chapter 20.10, Open Range, to the Mono County Code consolidating the provisions of, and thereby replacing Ordinance Nos. 79-480, 79-480A and 87-480B and excluding additional areas of the County from territory devoted chiefly to grazing.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: None.

D. Community Corrections Partnership (CCP) Realignment Implementation Plan

Departments: Probation

20 minutes

(Karin Humiston, Chief Probation Officer) - A resolution of the Mono County Board of Supervisors authorizing the Mono County Community Corrections Partnership Executive Committee to submit the Realignment Implementation Plan Annual Report for 2021 to the Board of State and Community Corrections.

Recommended Action: Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact: Eligibility for the CCP Implementation Grant funding, which is anticipated to be \$100,000 to be received by the end of January 2022.

E. Cal Recycle 1383 Model Ordinance

Departments: Solid Waste

30 minutes

(Justin Nalder, Solid Waste Superintendent) - Proposed ordinance implementing mandatory organic waste disposal reduction pursuant to Senate Bill 1383.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: SB1383 compliance places unfunded mandates on jurisdictions. The extent of those impacts are not yet known, as several program specifics are still forthcoming. It is anticipated that the majority of the impacts will be borne by the Solid Waste Enterprise Fund.

F. Budget Assumptions and Approach

Departments: CAO

15 minutes

(Robert C. Lawton, CAO) - This item is to review the transition of the Budget from a Finance function to a CAO function and any changes that will be made to the budget in the coming year.

Recommended Action: None, informational only.

Fiscal Impact: None.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Opportunity for the public to address the Board on items of public interest that

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

9. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievalt, Ryan Roe, 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 Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Exposure to Litigation

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

C. Closed Session - Public Employee Evaluation

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

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 12:30 P.M.

10. 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.

11. REGULAR AGENDA - AFTERNOON

A. Sale of Residential Housing Units in Benton to Utu Utu Gwaitu Tribe

Departments: CAO
20 minutes

(Stacey Simon, County Counsel; Erik Ramakrishnan, Attorney) - Proposed contract with Utu Utu Gwaitu Tribe pertaining to sale of two residential housing

units located in Benton for continued use as affordable/tribal housing by the Tribe; related resolutions and findings.

Recommended Action:

- 1) Adopt proposed resolution declaring the County-owned real property located at 36 to 40 Christie Lane in Benton is exempt surplus land for purposes of the Surplus Land Act; and
- 2) Adopt proposed resolution approving a Purchase and Sale Agreement to sell the property to the Utu Utu Gwaitu Paiute Tribe of Benton; and
- 3) Find that the Board's actions with respect to the foregoing approvals are exempt from review under CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301.

Fiscal Impact: The Tribe will pay the County \$137,000 for the property, which is its appraised value of \$140,000 minus \$3,000 spent by the Tribe on repairs and maintenance, as current lessee of the property.

B. Redistricting - Resolution Adopting Final Map Depicting New Supervisorial District Boundaries

Departments: CAO

2 hours

(Robert C. Lawton, CAO) - Proposed resolution adopting new supervisorial district boundaries following and based upon the 2020 federal decennial census.

Recommended Action: Consider all remaining draft maps and adopt resolution implementing the final, selected map depicting new supervisorial districts. Provide any desired direction to staff.

Fiscal Impact: There is no direct fiscal impact associated with adopting maps establishing the new supervisorial districts.

12. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

Departments: County Counsel

TIME REQUIRED

SUBJECT Resolution Authorizing Virtual Meetings under AB 361

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed resolution authorizing remote teleconference meetings for the period of December 14, 2021 through January 13, 2022, pursuant to AB 361.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

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
Recommendation
Resolution

History

Time	Who	Approval
12/3/2021 3:30 PM	County Counsel	Yes
11/30/2021 10:10 AM	Finance	Yes

12/10/2021 2:23 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsels
Christian E. Milovich
Anne L. Frievault

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**

Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors
From: Stacey Simon
Date: December 14, 2021
Re: Resolution Authorizing Virtual Meetings Under AB 361

Recommended Action

Adopt proposed resolution authorizing remote meetings of the Board of Supervisors for the period of December 14, 2021, through January 13, 2022, pursuant to AB 361.

Strategic Plan Focus Areas Met

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

Discussion

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the “Brown Act”), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda

materials. The proposed resolution would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing. If the Board adopts the proposed resolution, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through January 13, 2022.

In order to continue to meet under those modified rules after January 13, 2022, the Board will again need to reconsider the circumstances of the state of emergency and again make one of the additional findings required by AB 361.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1700.



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284

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

To: Board of Supervisors

From: Bryan Wheeler, Director of Public Health

Re: Recommendation regarding Social Distancing and Virtual Meetings

Both Mono County “covering” Health Officer Dr. Rick Johnson and I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors and other County-related legislative bodies subject to the Brown Act, to minimize the spread of COVID-19.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in Mono County implement fully-remote meetings to the extent possible.

If you have any questions regarding this recommendation, please do not hesitate to contact me. We will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.



R21-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
CONTINUING REMOTE TELECONFERENCE MEETINGS
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FOR THE
PERIOD OF DECEMBER 14, 2021 THROUGH JANUARY 13, 2022,
PURSUANT TO AB 361**

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, which Proclamation remains in effect; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, modifying the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), subject to compliance with certain requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, providing that the modifications would remain in place through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361, providing that a legislative body subject to the Brown Act may continue to meet under modified teleconferencing rules if the meeting occurs during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings of legislative bodies of the County of Mono, a copy of that recommendation is attached as an exhibit and incorporated herein; and

WHEREAS, in the interest of public health and safety, and in response to the local recommendation for measures to promote social distancing, the Mono County Board of Supervisors deems it necessary to invoke the provisions of AB 361 related to teleconferencing for such legislative bodies;

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

SECTION ONE: The recitals set forth above are true and correct and are adopted as findings of the Legislative Body.

SECTION TWO: The Legislative Body has reconsidered the circumstances of the State of Emergency issued by the Governor of California on March 4, 2020 in response to the COVID-19 pandemic.

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SECTION THREE: Local officials continue to recommend measures to promote social distancing and the state of emergency continues to directly impact the ability of the members to meet safely in person.

SECTION FOUR: Meetings of the Board of Supervisors shall continue to be held 100% virtually through January 13, 2022.

SECTION FIVE: Staff is directed to return to the Board no later than thirty (30) days after the adoption of this resolution for the Board to consider whether to again make the findings required to continue meeting under the modified teleconference procedures of AB 361 after January 13, 2022.

PASSED, APPROVED and ADOPTED this 14th day of December, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

Departments: Risk Management

TIME REQUIRED

SUBJECT Claim for Damages - Jenna Lavender

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Claim for damages filed by Jenna Lavender, a misdirected claim related to a death at a hospital unaffiliated with the County of Mono.

RECOMMENDED ACTION:

Deny the claim submitted by Jenna Lavender, and direct the Risk Manager, in consultation with County Counsel, to send notice to the claimant of the denial.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time	Who	Approval
12/3/2021 3:47 PM	County Counsel	Yes
12/2/2021 9:47 AM	Finance	Yes
12/10/2021 2:23 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsels
Christian E. Milovich
Anne L. Frievault

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors
From: Jay Sloane
Date: December 14, 2021
Re: Claim for damages filed by Jenna Lavender

Discussion:

On October 28, 2021 the Clerk of the Board received a claim filed by Jenna Lavender. The claim alleges death related to medical care on May 6, 2021. The hospitals involved are unaffiliated with the County of Mono, and as such, this claim is misdirected.

Recommended Action:

Deny the claim submitted by Jenna Lavender, and direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denials.

Fiscal Impact:

None.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

Departments: Risk Management

TIME REQUIRED

SUBJECT Claim for Damages - Craig Balogh

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Claim for damages filed by Craig Balogh, a misdirected claim related to a death at a hospital unaffiliated with the County of Mono.

RECOMMENDED ACTION:

Deny the claim submitted by Craig Balogh, and direct the Risk Manager, in consultation with County Counsel, to send notice to the claimant of the denial.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
12/3/2021 3:47 PM	County Counsel	Yes
12/2/2021 9:47 AM	Finance	Yes
12/10/2021 2:23 PM	County Administrative Office	Yes

County Counsel
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Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors
From: Jay Sloane
Date: December 14, 2021
Re: Claim for damages filed by Craig Balogh

Discussion:

On October 28, 2021 the Clerk of the Board received a claim filed by Craig Balogh. The claim alleges death related to medical care on May 6, 2021. The hospitals involved are unaffiliated with the County of Mono, and as such, this claim is misdirected.

Recommended Action:

Deny the claim submitted by Craig Balogh, and direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denials.

Fiscal Impact:

None.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

Departments: CAO

TIME REQUIRED

SUBJECT Contracts for Legal Services -
Indigent Defense

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contracts with Brad Braaten, Esq. and the Law Office of Sophie C. Bidet, Inc. pertaining to the provision of indigent defense services for Mono County.

RECOMMENDED ACTION:

Approve contracts with the Law Office of Sophie C. Bidet and with attorney Brad Braaten to provide public defender services in Mono County for a period of five years commencing January 1, 2022, and ending December 31, 2026, and authorize Chair to execute said contracts on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Not-to-exceed amount of \$180,000 annually for each contract, commencing in 2022, with 2% automatic annual increases and the option of an additional payment of up to \$6,000 per month until such time as a third public defender begins providing services under contract with the County.

CONTACT NAME: Stacey Simon

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Bidet Agreement
<input type="checkbox"/> Braaten Agreement

History

Time	Who	Approval
12/9/2021 8:34 AM	County Counsel	Yes
12/9/2021 9:14 AM	Finance	Yes
12/10/2021 9:03 AM	County Administrative Office	Yes



County of Mono

County Administrative Officer

Robert Lawton
County Administrative Officer

John Craig
Assistant County Administrative Officer

Date: December 14, 2021

To: Honorable Board of Supervisors

From: Robert C. Lawton, CAO

Re: Contracts with Brad Braaten and the Law Office of Sophie C. Bidet for the continued provision of Public Defender Services

Recommended Action

Approve contracts with the Law Office of Sophie C. Bidet and with Brad Braaten to provide public defender services in Mono County for a period of five years commencing January 1, 2021, and ending December 31, 2026, for a not-to-exceed amount of \$180,000 annually, with 2% automatic annual increases and the option of an additional payment of up to \$6,000 per month until such time as a third public defender commences services under contract with the County.

Strategic Plan Focus Area(s) Met

Improve Public Safety & Health: Keep people from going back to jail by reducing future offenses. Provide quality representational services.

Improve County Operations: Improve operational efficiency and increase customer service and transparency.

Discussion

Mono County has historically contracted with three individuals or law firms to serve as public defenders in criminal and juvenile matters pending before the Mono County Superior Court.

In 2018 and 2020, respectively, the County contracted with attorneys Sophie Charlotte Bidet and Brad Braaten for the provision of these services. Ms. Bidet's and Mr. Braaten's contracts expire on December 31, 2021. Another contract with a different attorney/firm for public defender services expired on October 31, 2021, and the County has issued a Request for Proposals for that contract. Proposals have been received and the County is in the process of convening an independent panel to review them.

With respect to Ms. Bidet's and Mr. Braaten's contracts, it is recommended that the County execute new agreements with both, in order to maintain continuity of services. The County has received positive feedback regarding the work of Ms. Bidet and Mr. Braaten from the Court and from clients and provide an outstanding level of service to Mono County. Both have been carrying nearly the entire public defender caseload for the County, with no additional compensation, since early November.

In the event that a third attorney or firm is not contracted to provide services by January 1, 2022, the proposed contracts with the Law Office of Sophie C. Bidet and with Mr. Braaten provide for additional compensation of \$6,000 per month (pro-rated for any partial month) that they continue to assume additional workload.

**CONTRACT BETWEEN THE COUNTY OF MONO
AND THE LAW OFFICE OF SOPHIE C. BIDET, INC./
SOPHIE C. BIDET FOR THE PROVISION OF
INDIGENT DEFENSE SERVICES**

The County of Mono, a political subdivision of the State of California, hereinafter referred to as “the County,” and the Law Office of Sophie C. Bidet, Inc., and Sophie C. Bidet, principal, hereafter referred to as “the Contractor,” agree to the provision of indigent defense services as outlined below. The County and the Contractor are sometimes referred to herein collectively as “the parties.”

RECITALS

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

TERMS AND CONDITIONS

The parties AGREE as follows:

1. DURATION OF CONTRACT

This Contract shall commence on January 1, 2022, and terminate on December 31, 2026, unless extended or terminated earlier in a manner allowed by this Contract. The County may, in its sole discretion, extend the term of this Contract for an additional period of up to five years by providing notice to Contractor at least 90 days prior to the date of termination.

2. DEFINITIONS

The following definitions control the interpretation of this Contract:

A. Eligible Client:

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

1. All persons whom the Court has deemed indigent and who are charged with the commission of a misdemeanor or felony triable in any court in the County (including sexually violent predators).

2. All minors charged with a violation of Welfare and Institutions Code Section 601 or 602.
3. All persons the Court has deemed indigent, and for whom a petition for the appointment of an LPS conservator has been filed.
4. All persons the Court has deemed indigent seeking writs or appeals to the Superior Court in the type of cases described in this contract.
5. All persons the Court has deemed indigent and who are charged with a violation of misdemeanor probation.
6. All persons the Court has deemed indigent and who are charged with a violation of felony probation.
7. All persons the Court has deemed indigent and entitled to appointment of counsel in Welfare and Institutions Code Section 300 cases, and also any children who are the subject of such proceedings and who the Court has determined are entitled to appointed counsel. Note: under a separate Contract, the County currently receives compensation from the Courts for the provision of such legal services, and the County reserves the right to re-open and renegotiate the inclusion of such services in this Contract, and the compensation therefore, in the event that the courts ever refuse or cease to provide such compensation to the County.
8. All persons the Court has deemed indigent in probate or Lanterman-Petris Short Act (LPS Act) conservatorships and in which the Court appoints counsel.
9. All persons the Court has deemed indigent and subject to extradition.
10. All persons the Court has deemed indigent and subject to contempt.

B. Disposition:

1. Disposition in criminal cases means and/or includes:
 - a. The dismissal of charges
 - b. The entering of an order of deferred prosecution
 - c. An order or result requiring a new trial
 - d. Imposition of sentence
 - e. Deferral of any of the above coupled with any other hearing on that case number, including but not limited to felony or misdemeanor probation review
 - f. A restitution hearing ordered at the time of original disposition
 - g. The filing of a notice of appeal, if applicable
2. Disposition in other cases means:

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

C. Representational Services: The services for which the County is to pay the Contractor are representational services, including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations

with the appropriate prosecutor or other attorneys and court regarding possible dispositions, and preparation for and appearance at all court proceedings.

D. Investigative Services: The services described in section 4.B.

E. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of this Contract with the Contractor. These include expert witness fees, language translators, laboratory analysis, other forensic services, court reporter fees, filing fees, transcript fees, witness fees and documents produced through discovery by the County in Welfare and Institutions Code section 300 or 600 cases. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases, and for other expert attorney consultants as may be agreed upon between County and Contractor, is included in this category.

F. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

3. INDEPENDENT CONTRACTOR

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

4. SCOPE OF SERVICES

A. Together with other indigent defense counsel under direct contract with County, Contractor, shall provide representational services to all eligible clients in Mono County trial court actions or proceedings.

B. Contractor may utilize the services of a licensed private investigator ("Investigator") under Business and Professions Code section 7520 and 7521, with whom the County has entered into a separate contract for services, or of any other Investigator upon appointment by the Court in a particular case. Investigator services shall be used in the context of any of the representational services covered by this Contract, including but not limited to securing evidence to be used before the Courts of Mono County. Investigators shall not perform services of a clerical or administrative nature and which do not require the services of a licensed private investigator, nor shall Investigators be used for the purpose of serving subpoenas on witnesses or custodians of record. Notwithstanding the foregoing, an Investigator may be used for the purpose of serving subpoenas on witnesses or custodians of record at no additional cost to the County and provided Contractor assumes the cost.

5. CONTRACTOR'S OFFICES, EMPLOYEES AND CONFLICT AVOIDANCE

- A. Contractor shall have physically separate offices from any other attorney under contract with County to provide indigent defense services. Contractor shall maintain an ethical and communications wall between Contractor and such attorney(s) about their respective cases, to maintain the confidences of clients.
- B. Contractor agrees not to accept compensation directly or indirectly from any source other than the County on cases assigned pursuant to this Contract.
- C. Contractor shall maintain the right to have private clients outside of this Contract; provided, however, that it shall structure its private practices in such a way as to avoid any conflicts with representational services provided pursuant to this Contract.
- D. Contractor further agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Contract. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Contract.
- E. Contractor agrees that it has secured or will secure at its own expense, all persons, employees, office space within Mono County and equipment required to perform the service contemplated/required under this Contract.

6. MINIMUM QUALIFICATIONS FOR ATTORNEY PROVIDING INDIGENT DEFENSE SERVICES

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

significant portion of the trial in at least two felony cases, that have been submitted to a jury.

D. Contractor representing a party in a juvenile case shall have the knowledge and experience in juvenile law as required by Welfare and Institutions Code section 317.6 and the standards established by the Judicial Council.

E. Contractor shall have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and/or been sole trial counsel of record in twenty misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in at least two felony criminal cases that have been submitted to a jury alone or of record with other trial counsel.

F. Failure on the part of the Contractor to have or obtain the appropriate amount of experience shall be considered a material breach of this Contract.

7. PERFORMANCE REQUIREMENTS

A. Contractor shall provide quality representational services to all eligible clients to whom the Contractor is appointed by the Court, consistent with any applicable rules of professional conduct and standards of care. Specifically, the following duties and responsibilities of Contractor as appointed by the Court shall be observed:

1. Provide careful, factual and legal investigation.
2. Take prompt action to protect client's legal rights.
3. Make all necessary court appearances for motions, trials, adjudications, hearings, dispositions, and sentencing.
4. Prepare for jury selections, examination of witnesses, submission of instructions, and presentation of argument at trial.
5. Know and explore sentencing alternatives.
6. Advise the client concerning appeals.
7. Not accept more cases than can be competently handled.
8. Not handle a legal matter which the Contractor knows or should know that it is not competent to handle.
9. Maintain client confidences.
10. Keep the client informed.
11. Comply with all standards of performance set by the Courts and rules in juvenile cases.
12. Not accept a matter in which a conflict of interest exists of which it would be otherwise prohibited from accepting under the Rules of Professional Conduct of the State Bar.

B. Except as provided herein, the Contractor shall maintain appropriate staff to adequately perform the work and services provided in this Contract and to address the needs of Contractor's clients. Contractor will be timely available for all Court appearances and meet all performance requirements of this Contract and of the Courts.

C. Contractor shall maintain adequate office space and hours in Mono County during normal business hours for appointments with potential eligible clients who are not in custody. Contractor shall maintain published office addresses and phone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. Contractor shall make return calls within 24 hours of all calls from clients for which a message is left requesting a return call.

D. In-custody eligible clients shall be interviewed within 72 hours, excluding weekends and holidays, of Contractor appointment. Out of custody eligible clients may make an appointment with Contractor who shall make available an appointment at an office in Mono County within five business days of Contractor appointment. In all cases, Contractor shall personally speak with the client prior to the date of the first court appearance following appointment by the Court.

E. Contractor shall keep all courts informed of the status of pending cases to which it has been appointed and shall advise the courts at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the courts.

F. Contractor shall adequately cover all courts within the County through which services are to be provided under this Contract. "Adequately cover" means generally that the business of the court is not unreasonably delayed because of the absence of/or lack of preparation of the Contractor.

G. In the event that Contractor is unable to appear for any matter to which he or she has been appointed, then he or she shall arrange for other counsel to appear on his or her behalf, at no cost to the County.

8. CONTRACTOR EVALUATION

At least annually during the term of this Contract, and any extension thereof, , the County Counsel, County Finance Director and County Administrative Officer shall meet with the Contractor and the Judges of the court to ensure that the performance standards set forth herein are being met. If upon said evaluations, or at any other time based on competent evidence, the County determines that the Contractor is failing to provide competent legal services or has engaged in conduct that, if Contractor were an employee of the County, would violate the Mono County Personnel System, the County may terminate this Contract as provided in section 15.

9. COMPENSATION AND METHOD OF PAYMENT

A. For services provided under this contract, County shall pay Contractor \$180,000 annually, for the period of January 1, 2022, through December 31, 2022. This amount shall be increased by two percent (2%) per annum, commencing on January 1 of each year, commencing on January 1, 2023. These amounts shall be paid in equal monthly installments payable within 5 days following the end of month in which services are provided. In the event that this Contract is extended pursuant to section 1, annual

increases shall continue to be 2%. In the event that County has not contracted with a third attorney to perform indigent defense services, or that attorney has not yet commenced work, as of January 1, 2022, Contractor shall continue to assume approximately one-half of the additional caseload of that third attorney and shall be paid \$6,000 per additional calendar month, or pro-rated portion thereof, until a third attorney commences work under contract with County.

B. The compensation payable under section 9.A is the maximum amount which County must pay under this Contract, and Contractor shall assume and pay all other expenses incurred in the performance of this Contract or seek court order for payment of such amounts as Other Litigation Expenses. Contractor represents that Contractor is informed and has made its own independent investigation of the facts and circumstances surrounding the provision of public defense services in Mono County, including its own experience in providing such services and the issues involving the administration of this contract. The Contractor and County acknowledge that many factors outside the control of the parties can affect the ability of the Contractor to accurately project caseloads and work levels with certainty. Such factors as the length of time between arraignment and trial, local sentencing practices, and pleading negotiation practice are largely controlled by the courts and the prosecution. The parties recognize that during the term of this Contract, changes may occur in the operations of the County's criminal justice system which may cause additional expense to Contractor. Notwithstanding any such changes, the Contractor agrees to the compensation set forth in this Contract for services to be rendered.

C. County shall receive all funds collected pursuant to Penal Code section 987.4, 987.6, and 987.8, Government Code section 27712, and any similar statute or Contract providing for reimbursement for the costs of legal services rendered under this Contract, and no portion of said funds inure for the benefit of Contractor or otherwise affect the amount specified to be paid to Contractor under this contract.

D. Other litigation expenses, as defined in section 2.E, shall be paid by County upon Contractor submitting a county claim form, to which shall be attached to an order of the Court fixing the expenses to be paid. Each claim shall include:

1. The name of the client and case number;
2. The date and time the services were provided, in 10th hour increments;
3. A description of the services provided on each date.

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

E. Contractor shall be solely responsible for providing and paying the cost of all utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff attorneys, transportation, and other materials, services, and persons necessary to perform this Contract. Notwithstanding the foregoing, in complex and/or voluminous cases, Contractor may file a motion with the Court, with five (5) business days advanced notice to County, for payment by County of any of the above

expenses, where such costs are expected to, or actually do, exceed those incurred in a typical case.

F. County has no obligation to withhold any taxes or other payments from the sums paid Contractor by County pursuant to this Contract. Payment of taxes as required by law is the sole responsibility of Contractor.

10. REPORTS AND INSPECTIONS

A. Contractor agrees to submit to the County the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the County withholding payment until the required reports are submitted and/or until invocation of the Corrective Action procedures in Section 14 (Corrective Action).

B. Contractor shall provide the County Administrative Officer (CAO) a quarterly report of services rendered by Contractor during the previous calendar quarter using the form attached to this Contract as Exhibit A and incorporated by this reference, or such other form as may be provided by County for these purposes. The report shall be submitted within ten working days after the end of each calendar quarter and shall include:

1. The number of cases to which Contractor has been appointed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
2. The number of open cases during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
3. The number of cases closed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
4. Disposition of cases during that quarter by the following categories: Pleas, trials, diversions, dismissals, and other.
5. The number of cases during that quarter in which Contractor has declared a conflict.

C. Bar Complaints: Contractor shall immediately notify the County in writing if the Contractor becomes aware that a complaint lodged with the State Bar Association has resulted in the public or private reproof, suspension, or disbarment of any attorney providing services under this Contract. In the event of a report of a private reproof, County shall maintain confidentiality of said report to the extent permitted by law.

D. Inspections: Contractor agrees to grant the County full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the County may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the Contractor shall provide to the County right of access to its facilities, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the Contractor in a way that allows access by the County without breaching such confidentiality or privilege. The

Contractor agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the County agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this section, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Contract. The County will respect the attorney-client privilege and attorney work-product privilege.

11. ESTABLISHMENT AND MAINTENANCE OF RECORDS

A. Contractor shall prepare and maintain records sufficient to enable County and the courts to determine the cost of representing each person represented by Contractor, and Contractor shall provide the court with the total time of each case upon disposition or upon request of the court or the County.

B. Records shall be maintained for a period of five years after termination of this Contract unless permission to destroy them is granted by the County.

12. HOLD HARMLESS AND INDEMNIFICATION

A. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the Contractor or its employees or others by reason of the Contract. Contractor shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from Contractor's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the County's wrongful withholding of funds due under this Contract.

B. Contractor agrees that it is financially responsible and liable for and will repay the County for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the Contractor, its employees, representatives or agents.

C. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Contract by Contractor, or its agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this section extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of a Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

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

13. INSURANCE

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

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

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

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

D. Professional Liability Insurance. Contractor shall provide professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million (\$1,000,000.00) policy aggregate. Proof of such insurance shall

be provided to County at least ten (10) days prior to the start of any work by CONTRACTOR.

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

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

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

14. CORRECTIVE ACTION

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

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

In the event that Contractor does not respond to the CAO's notification within the appropriate time, or the Contractor's corrective action plan for a substantial breach is determined by the CAO, following review by the Board of Supervisors if requested, to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to section 15 (Termination and Suspension.)

In addition, the County reserves the right to withhold a portion of subsequent payments owed the Contractor which are directly related to the breach of the Contract until the County is satisfied that corrective action has been taken or completed as described in section 9 (Compensation and Method of Payment.)

15. TERMINATION AND SUSPENSION

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

Before the County terminates this Contract pursuant to this section 15, the County shall provide the Contractor written notice of termination, which shall include the reasons for termination and the effective date of termination. The Contractor shall have the opportunity to submit a written response to the County within ten working days from the date of the County's notice. If the Contractor elects to submit a written response, the CAO will review the response and make a determination within ten days after receipt. In the event the Contractor does not concur with the determination of the CAO, the Contractor may request a review of the decision by the County Board of Supervisors. In the event the County Board of Supervisors reaffirms termination, the Contract shall terminate in ten days from the date of the final decision of the County Board of Supervisors. The Contract will remain in full force pending such termination. Contractor understands and agrees that any such decision shall be final and binding and shall not be appealable nor otherwise subject to judicial review of any kind.

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

C. County or Contractor may terminate this Contract at will and without cause by providing one hundred and eighty (180) days' written notice to the other party of the intent to terminate.

D. Following termination or suspension of this Contract, the Contractor shall continue to represent clients that were previously assigned, at an hourly rate determined by the Courts, and the County will be liable for any payments owed for the completion of that work. The Contractor shall remit to the County any monies paid for cases not yet assigned or work not performed under the Contract. The CAO may request that the Contractor attempt to withdraw from any case assigned and not completed, and in that event, Contractor shall use best efforts to so withdraw. Should a court require, after the Contractor has attempted to withdraw, the appearance of counsel from the Contractor on behalf of any client previously represented by the Contractor where such representation is no longer the obligation of the Contractor pursuant to the terms of this Contract, the County will honor payment to the Contractor upon judicial verification that continued representation is required.

E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Contractor shall return to the County those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Contractor by the County.

F. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension as provided in section 1.

G. The ability of the County to enter into this Contract is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources or is not appropriated, at any time during the term of this Contract County has the option without incurring any penalty or breaching this Contract to terminate, reduce, or modify this Contract, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Upon receipt of such notice, Contractor may at its option terminate this Contract without incurring any penalty or breaching the Contract.

16. FINANCIAL RESPONSIBILITY

The Contractor shall remain financially solvent during the term of this Contract. Voluntary or involuntary bankruptcy proceedings by the Contractor, when not released within ten (10) business days, shall constitute a material breach of this Contract. Bankruptcy by the Contractor under this contract shall constitute a ground for termination of the Contract.

17. ASSIGNMENT/SUBCONTRACTING

A. The Contractor shall not assign or subcontract any portion of this Contract without consent of the County. Any consent sought must be requested by the Contractor in writing not less than ten days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to special appearances made on behalf of the Contractor under this Contract while he or she is on vacation or otherwise unavailable for limited periods of time. Any individuals entering into subcontract (with written approval of County) shall meet all experience requirements imposed by this

Contract. County shall be notified of any subcontracts which are renewed, extended or repeated at any time throughout the Contract. This provision is not intended to prohibit another attorney from making a special appearance on behalf of the Contractor under this contract.

B. The term “Subcontract” as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the Contractor.

C. Each subcontractor providing services under this Contract, prior to first providing such services, shall be required to sign a contract under which, at a minimum, the subcontractor agrees to comply with and be bound by the terms and conditions of this Contract. Such contract shall be in a form acceptable to the County. A fully executed copy of such contract shall be provided to the CAO before a subcontractor may begin to provide services under this Contract. The County shall have the right to interview all subcontractors before subcontractor may begin to provide services, and may reject any subcontractor which the County reasonably deems to be not qualified. Upon request of the Contractor, the County shall state in writing the reasons upon which it makes such determination, which may not be arbitrary or capricious.

18. NOTICES

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

If to Contractor:
Sophie Charlotte Bidet
PO Box 3475
Mammoth Lakes, CA 93546
scbesq@gmail.com

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

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

19. TRANSFER OF CASES UPON TERMINATION OF CONTRACT

Upon termination of this Contract pursuant to section 15 or upon expiration or, Contractor shall cooperate fully with the County and with such persons as may be designated by County to succeed Contractor in order to effect the orderly transition of legal services from Contractor to his or her successor. The cooperation specified in this

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

20. NONDISCRIMINATION

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

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

21. CONFLICT OF INTEREST

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

22. MISCELLANEOUS PROVISIONS

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

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

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

This Contract shall be binding upon the parties and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and all related persons or entities, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

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

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

EXECUTION

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

**CONTRACT BETWEEN THE COUNTY OF MONO
AND BRAD BRAATEN, ESQ.
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

The County of Mono, a political subdivision of the State of California, hereinafter referred to as “the County,” and Brad Braaten, Esq., as an individual, and referred to hereafter as “the Contractor,” agree to the provision of indigent defense services as outlined below. The County and the Contractor are sometimes referred to herein collectively as “the parties.”

RECITALS

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

TERMS AND CONDITIONS

The parties AGREE as follows:

1. DURATION OF CONTRACT

This Contract shall commence on January 1, 2022, and terminate on December 31, 2026, unless extended or terminated earlier in a manner allowed by this Contract. The County may, in its sole discretion, extend the term of this Contract for an additional period of up to five years by providing notice to Contractor at least 90 days prior to the date of termination.

2. DEFINITIONS

The following definitions control the interpretation of this Contract:

A. Eligible Client:

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

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

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

B. Disposition:

1. Disposition in criminal cases means and/or includes:
 - a. The dismissal of charges
 - b. The entering of an order of deferred prosecution
 - c. An order or result requiring a new trial
 - d. Imposition of sentence
 - e. Deferral of any of the above coupled with any other hearing on that case number, including but not limited to felony or misdemeanor probation review
 - f. A restitution hearing ordered at the time of original disposition
 - g. The filing of a notice of appeal, if applicable
2. Disposition in other cases means:

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

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

D. Investigative Services: The services described in section 4.B.

E. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of this Contract with the Contractor. These include expert witness fees, language translators, laboratory analysis, other forensic services, court reporter fees, filing fees, transcript fees, witness fees and documents produced through discovery by the County in Welfare and Institutions Code section 300 or 600 cases. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases, and for other expert attorney consultants as may be agreed upon between County and Contractor, is included in this category.

F. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

3. INDEPENDENT CONTRACTOR

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

4. SCOPE OF SERVICES

A. Together with other indigent defense counsel under direct contract with County, Contractor, shall provide representational services to all eligible clients in Mono County trial court actions or proceedings.

B. Contractor may utilize the services of a licensed private investigator ("Investigator") under Business and Professions Code section 7520 and 7521, with whom the County has entered into a separate contract for services, or of any other Investigator upon appointment by the Court in a particular case. Investigator services shall be used in the context of any of the representational services covered by this Contract, including but not limited to securing evidence to be used before the Courts of Mono County. Investigators shall not perform services of a clerical or administrative nature and which do not require the services of a licensed private investigator, nor shall Investigators be used for the purpose of serving subpoenas on witnesses or custodians of record. Notwithstanding the foregoing, an Investigator may be used for the purpose of serving subpoenas on witnesses or custodians of record at no additional cost to the County and provided Contractor assumes the cost.

5. CONTRACTOR'S OFFICES, EMPLOYEES AND CONFLICT AVOIDANCE

- A. Contractor shall have physically separate offices from any other attorney under contract with County to provide indigent defense services. Contractor shall maintain an ethical and communications wall between Contractor and such attorney(s) about their respective cases, to maintain the confidences of clients.
- B. Contractor agrees not to accept compensation directly or indirectly from any source other than the County on cases assigned pursuant to this Contract.
- C. Contractor shall maintain the right to have private clients outside of this Contract; provided, however, that it shall structure its private practices in such a way as to avoid any conflicts with representational services provided pursuant to this Contract.
- D. Contractor further agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Contract. Specifically, Contractor agrees not to engage in any private legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Contract.
- E. Contractor agrees that it has secured or will secure at its own expense, all persons, employees, office space within Mono County and equipment required to perform the service contemplated/required under this Contract.

6. MINIMUM QUALIFICATIONS FOR ATTORNEY PROVIDING INDIGENT DEFENSE SERVICES

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

significant portion of the trial in at least two felony cases, that have been submitted to a jury.

D. Contractor representing a party in a juvenile case shall have the knowledge and experience in juvenile law as required by Welfare and Institutions Code section 317.6 and the standards established by the Judicial Council.

E. Contractor shall have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and/or been sole trial counsel of record in twenty misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in at least two felony criminal cases that have been submitted to a jury alone or of record with other trial counsel.

F. Failure on the part of the Contractor to have or obtain the appropriate amount of experience shall be considered a material breach of this Contract.

7. PERFORMANCE REQUIREMENTS

A. Contractor shall provide quality representational services to all eligible clients to whom the Contractor is appointed by the Court, consistent with any applicable rules of professional conduct and standards of care. Specifically, the following duties and responsibilities of Contractor as appointed by the Court shall be observed:

1. Provide careful, factual and legal investigation.
2. Take prompt action to protect client's legal rights.
3. Make all necessary court appearances for motions, trials, adjudications, hearings, dispositions, and sentencing.
4. Prepare for jury selections, examination of witnesses, submission of instructions, and presentation of argument at trial.
5. Know and explore sentencing alternatives.
6. Advise the client concerning appeals.
7. Not accept more cases than can be competently handled.
8. Not handle a legal matter which the Contractor knows or should know that it is not competent to handle.
9. Maintain client confidences.
10. Keep the client informed.
11. Comply with all standards of performance set by the Courts and rules in juvenile cases.
12. Not accept a matter in which a conflict of interest exists of which it would be otherwise prohibited from accepting under the Rules of Professional Conduct of the State Bar.

B. Except as provided herein, the Contractor shall maintain appropriate staff to adequately perform the work and services provided in this Contract and to address the needs of Contractor's clients. Contractor will be timely available for all Court appearances and meet all performance requirements of this Contract and of the Courts.

C. Contractor shall maintain adequate office space and hours in Mono County during normal business hours for appointments with potential eligible clients who are not in custody. Contractor shall maintain published office addresses and phone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. Contractor shall make return calls within 24 hours of all calls from clients for which a message is left requesting a return call.

D. In-custody eligible clients shall be interviewed within 72 hours, excluding weekends and holidays, of Contractor appointment. Out of custody eligible clients may make an appointment with Contractor who shall make available an appointment at an office in Mono County within five business days of Contractor appointment. In all cases, Contractor shall personally speak with the client prior to the date of the first court appearance following appointment by the Court.

E. Contractor shall keep all courts informed of the status of pending cases to which it has been appointed and shall advise the courts at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the courts.

F. Contractor shall adequately cover all courts within the County through which services are to be provided under this Contract. "Adequately cover" means generally that the business of the court is not unreasonably delayed because of the absence of/or lack of preparation of the Contractor.

G. In the event that Contractor is unable to appear for any matter to which he or she has been appointed, then he or she shall arrange for other counsel to appear on his or her behalf, at no cost to the County.

8. CONTRACTOR EVALUATION

At least annually during the term of this Contract, and any extension thereof, , the County Counsel, County Finance Director and County Administrative Officer shall meet with the Contractor and the Judges of the court to ensure that the performance standards set forth herein are being met. If upon said evaluations, or at any other time based on competent evidence, the County determines that the Contractor is failing to provide competent legal services or has engaged in conduct that, if Contractor were an employee of the County, would violate the Mono County Personnel System, the County may terminate this Contract as provided in section 15.

9. COMPENSATION AND METHOD OF PAYMENT

A. For services provided under this contract, County shall pay Contractor \$180,000 annually, for the period of January 1, 2022, through December 31, 2022. This amount shall be increased by two percent (2%) per annum, commencing on January 1 of each year, commencing on January 1, 2023. These amounts shall be paid in equal monthly installments payable within 5 days following the end of month in which services are provided. In the event that this Contract is extended pursuant to section 1, annual

increases shall continue to be 2%. In the event that County has not contracted with a third attorney to perform indigent defense services, or that attorney has not yet commenced work, as of January 1, 2022, Contractor shall continue to assume approximately one-half of the additional caseload of that third attorney and shall be paid \$6,000 per additional calendar month, or pro-rated portion thereof, until a third attorney commences work under contract with County.

B. The compensation payable under section 9.A is the maximum amount which County must pay under this Contract, and Contractor shall assume and pay all other expenses incurred in the performance of this Contract or seek court order for payment of such amounts as Other Litigation Expenses. Contractor represents that Contractor is informed and has made its own independent investigation of the facts and circumstances surrounding the provision of public defense services in Mono County, including its own experience in providing such services and the issues involving the administration of this contract. The Contractor and County acknowledge that many factors outside the control of the parties can affect the ability of the Contractor to accurately project caseloads and work levels with certainty. Such factors as the length of time between arraignment and trial, local sentencing practices, and pleading negotiation practice are largely controlled by the courts and the prosecution. The parties recognize that during the term of this Contract, changes may occur in the operations of the County's criminal justice system which may cause additional expense to Contractor. Notwithstanding any such changes, the Contractor agrees to the compensation set forth in this Contract for services to be rendered.

C. County shall receive all funds collected pursuant to Penal Code section 987.4, 987.6, and 987.8, Government Code section 27712, and any similar statute or Contract providing for reimbursement for the costs of legal services rendered under this Contract, and no portion of said funds inure for the benefit of Contractor or otherwise affect the amount specified to be paid to Contractor under this contract.

D. Other litigation expenses, as defined in section 2.E, shall be paid by County upon Contractor submitting a county claim form, to which shall be attached to an order of the Court fixing the expenses to be paid. Each claim shall include:

1. The name of the client and case number;
2. The date and time the services were provided, in 10th hour increments;
3. A description of the services provided on each date.

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

E. Contractor shall be solely responsible for providing and paying the cost of all utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff attorneys, transportation, and other materials, services, and persons necessary to perform this Contract. Notwithstanding the foregoing, in complex and/or voluminous cases, Contractor may file a motion with the Court, with five (5) business days advanced notice to County, for payment by County of any of the above

expenses, where such costs are expected to, or actually do, exceed those incurred in a typical case.

F. County has no obligation to withhold any taxes or other payments from the sums paid Contractor by County pursuant to this Contract. Payment of taxes as required by law is the sole responsibility of Contractor.

10. REPORTS AND INSPECTIONS

A. Contractor agrees to submit to the County the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the County withholding payment until the required reports are submitted and/or until invocation of the Corrective Action procedures in Section 14 (Corrective Action).

B. Contractor shall provide the County Administrative Officer (CAO) a quarterly report of services rendered by Contractor during the previous calendar quarter using the form attached to this Contract as Exhibit A and incorporated by this reference, or such other form as may be provided by County for these purposes. The report shall be submitted within ten working days after the end of each calendar quarter and shall include:

1. The number of cases to which Contractor has been appointed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
2. The number of open cases during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
3. The number of cases closed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
4. Disposition of cases during that quarter by the following categories: Pleas, trials, diversions, dismissals, and other.
5. The number of cases during that quarter in which Contractor has declared a conflict.

C. Bar Complaints: Contractor shall immediately notify the County in writing if the Contractor becomes aware that a complaint lodged with the State Bar Association has resulted in the public or private reproof, suspension, or disbarment of any attorney providing services under this Contract. In the event of a report of a private reproof, County shall maintain confidentiality of said report to the extent permitted by law.

D. Inspections: Contractor agrees to grant the County full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the County may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the Contractor shall provide to the County right of access to its facilities, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the Contractor in a way that allows access by the County without breaching such confidentiality or privilege. The

Contractor agrees to maintain this information in an accessible location and condition for a period of not less than five years following the termination of this Contract, unless the County agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this section, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Contract. The County will respect the attorney-client privilege and attorney work-product privilege.

11. ESTABLISHMENT AND MAINTENANCE OF RECORDS

A. Contractor shall prepare and maintain records sufficient to enable County and the courts to determine the cost of representing each person represented by Contractor, and Contractor shall provide the court with the total time of each case upon disposition or upon request of the court or the County.

B. Records shall be maintained for a period of five years after termination of this Contract unless permission to destroy them is granted by the County.

12. HOLD HARMLESS AND INDEMNIFICATION

A. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the Contractor or its employees or others by reason of the Contract. Contractor shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from Contractor's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the County's wrongful withholding of funds due under this Contract.

B. Contractor agrees that it is financially responsible and liable for and will repay the County for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the CONTRACTOR, its employees, representatives or agents.

C. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Contract by Contractor, or its agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this section extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of a Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

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

13. INSURANCE

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

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

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

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

D. Professional Liability Insurance. Contractor shall provide professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million (\$1,000,000.00) policy aggregate. Proof of such insurance shall

be provided to County at least ten (10) days prior to the start of any work by CONTRACTOR.

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

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

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

14. CORRECTIVE ACTION

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

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

In the event that Contractor does not respond to the CAO's notification within the appropriate time, or the Contractor's corrective action plan for a substantial breach is determined by the CAO, following review by the Board of Supervisors if requested, to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to section 15 (Termination and Suspension.)

In addition, the County reserves the right to withhold a portion of subsequent payments owed the Contractor which are directly related to the breach of the Contract until the County is satisfied that corrective action has been taken or completed as described in section 9 (Compensation and Method of Payment.)

15. TERMINATION AND SUSPENSION

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

Before the County terminates this Contract pursuant to this section 15, the County shall provide the Contractor written notice of termination, which shall include the reasons for termination and the effective date of termination. The Contractor shall have the opportunity to submit a written response to the County within ten working days from the date of the County's notice. If the Contractor elects to submit a written response, the CAO will review the response and make a determination within ten days after receipt. In the event the Contractor does not concur with the determination of the CAO, the Contractor may request a review of the decision by the County Board of Supervisors. In the event the County Board of Supervisors reaffirms termination, the Contract shall terminate in ten days from the date of the final decision of the County Board of Supervisors. The Contract will remain in full force pending such termination. Contractor understands and agrees that any such decision shall be final and binding and shall not be appealable nor otherwise subject to judicial review of any kind.

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

C. County or Contractor may terminate this Contract at will and without cause by providing one hundred and eighty (180) days' written notice to the other party of the intent to terminate.

D. Following termination or suspension of this Contract, the Contractor shall continue to represent clients that were previously assigned, at an hourly rate determined by the Courts, and the County will be liable for any payments owed for the completion of that work. The Contractor shall remit to the County any monies paid for cases not yet assigned or work not performed under the Contract. The CAO may request that the Contractor attempt to withdraw from any case assigned and not completed, and in that event, Contractor shall use best efforts to so withdraw. Should a court require, after the Contractor has attempted to withdraw, the appearance of counsel from the Contractor on behalf of any client previously represented by the Contractor where such representation is no longer the obligation of the Contractor pursuant to the terms of this Contract, the County will honor payment to the Contractor upon judicial verification that continued representation is required.

E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Contractor shall return to the County those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Contractor by the County.

F. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension as provided in section 1.

G. The ability of the County to enter into this Contract is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources or is not appropriated, at any time during the term of this Contract County has the option without incurring any penalty or breaching this Contract to terminate, reduce, or modify this Contract, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Upon receipt of such notice, Contractor may at its option terminate this Contract without incurring any penalty or breaching the Contract.

16. FINANCIAL RESPONSIBILITY

The Contractor shall remain financially solvent during the term of this Contract. Voluntary or involuntary bankruptcy proceedings by the Contractor, when not released within ten (10) business days, shall constitute a material breach of this Contract. Bankruptcy by the Contractor under this contract shall constitute a ground for termination of the Contract.

17. ASSIGNMENT/SUBCONTRACTING

A. The Contractor shall not assign or subcontract any portion of this Contract without consent of the County. Any consent sought must be requested by the Contractor in writing not less than ten days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to special appearances made on behalf of the Contractor under this Contract while he or she is on vacation or otherwise unavailable for limited periods of time. Any individuals entering into subcontract (with written approval of County) shall meet all experience requirements imposed by this

Contract. County shall be notified of any subcontracts which are renewed, extended or repeated at any time throughout the Contract. This provision is not intended to prohibit another attorney from making a special appearance on behalf of the Contractor under this contract.

B. The term “Subcontract” as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the Contractor.

C. Each subcontractor providing services under this Contract, prior to first providing such services, shall be required to sign a contract under which, at a minimum, the subcontractor agrees to comply with and be bound by the terms and conditions of this Contract. Such contract shall be in a form acceptable to the County. A fully executed copy of such contract shall be provided to the CAO before a subcontractor may begin to provide services under this Contract. The County shall have the right to interview all subcontractors before subcontractor may begin to provide services, and may reject any subcontractor which the County reasonably deems to be not qualified. Upon request of the Contractor, the County shall state in writing the reasons upon which it makes such determination, which may not be arbitrary or capricious.

18. NOTICES

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

If to Contractor:
Brad Braaten
3019A West Line Street
Bishop, CA 93514
braatenbrad@outlook.com

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

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

19. TRANSFER OF CASES UPON TERMINATION OF CONTRACT

Upon termination of this Contract pursuant to section 15 or upon expiration or, Contractor shall cooperate fully with the County and with such persons as may be designated by County to succeed Contractor in order to effect the orderly transition of legal services from Contractor to his or her successor. The cooperation specified in this

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

20. NONDISCRIMINATION

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

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

21. CONFLICT OF INTEREST

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

22. MISCELLANEOUS PROVISIONS

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

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

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

This Contract shall be binding upon the parties and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and all related persons or entities, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

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

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

EXECUTION

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

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

Departments: CAO

TIME REQUIRED

SUBJECT Contract for Investigator Services -
Indigent Defense

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with Brian H. Grice, dba Coast Criminal & Civil pertaining to the provision of investigator services.

RECOMMENDED ACTION:

Approve, and authorize CAO to sign, contract with Brian H. Grice, dba Coast Criminal & Civil, for the provision of investigative services related to indigent defense and related matters for the period January 1, 2022, through December 31, 2026. Provide any desired direction to staff.

FISCAL IMPACT:

Annual cost of \$95,520 from January 1 to December 31, 2022, with automatic annual 2% increases. The amount accruing from January 1 to June 30, 2022 is included in the County's approved budget for FY 2021-2022.

CONTACT NAME: Stacey Simon

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Agreement

History

Time	Who	Approval
12/9/2021 8:32 AM	County Counsel	Yes

12/9/2021 9:20 AM

Finance

Yes

12/10/2021 9:03 AM

County Administrative Office

Yes



County of Mono

County Administrative Officer

Robert C. Lawton
County Administrative Officer

John C. Craig
Assistant County Administrative Officer

Date: December 14, 2021
To: Honorable Board of Supervisors
From: Robert C. Lawton, CAO
Subject: Public Defender Investigator Contract with Brian Grice
Term: Five year agreement beginning January 1, 2022

The County is required to provide investigator support for the contracted public defenders. The County has previously contracted with Brian Grice for these services and wishes to continue this relationship. The investigator works closely with our contracted public defenders to provide services to them for all cases filed in Mono County in connection with the representation of indigent parties entitled to receive legal representation under the law. Contractor shall be directly responsive to Public Defenders and provide investigation services as required by them as detailed in the contract presented today.

Fiscal Impact: The not to exceed amount of the contract is outlined in the contract and provides for \$7960 per month in year one and including a 2% Cost of Living increase in subsequent years. This amount is included in the current year's budget and will be included each year going forward.

**AGREEMENT BETWEEN COUNTY OF MONO
AND BRIAN H. GRICE dba COAST CRIMINAL & CIVIL
FOR THE PROVISION OF INVESTIGATOR SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the private investigation services of Brian H. Grice dba. Coast Criminal & Civil, of Mammoth Lakes (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by any person appointed by the Mono County Superior Court to represent an indigent defendant in Mono County, or any attorney otherwise representing a defendant who is unable to pay for defense services (hereinafter referred to collectively as "Public Defenders"), or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon the Public Defenders' need for such services.

Services and work provided by Contractor 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.

2. TERM

The term of this Agreement shall be from January 1, 2022, to December 31, 2026, unless sooner terminated as provided below.

3. CONSIDERATION

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor 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, Contractor 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, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed the amounts set forth in Exhibit B, Scope of Work (hereinafter referred to as "Contract Limit"). County expressly reserves the right to

deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A which were performed upon request of the Public Defenders. 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. All statements submitted 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 and the case. Contractor will submit the itemized statement to the County within 5 days following the end of the month in which services were provided. County shall make payment in monthly installments payable within 5 days following the end of the month in which services were provided.

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 Contractor 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 contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

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

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

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with 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.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor 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 Contractor 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

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

7. 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 Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

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

8. WORKERS' COMPENSATION

Contractor 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 Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor 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 Contractor, 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 Contractor 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 (\$300,000) 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 Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor'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 Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor'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 Contractor 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, Contractor 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, Contractor'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 Contractor'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, Contractor's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor 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. Contractor 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 CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, 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 Contractor. It is understood by both Contractor 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 contractor:

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

B. Contractor shall be responsible to 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 Contractor in fulfillment of this Agreement.

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

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor'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. Contractor'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 Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold 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 Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 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 Contractor, 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 Contractor. 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, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to 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 Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT

If Contractor 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 Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor 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

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

Contractor 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, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor 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 Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 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 Contractor 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 Administrative Officer
P.O. Box 696
Bridgeport, CA 93517
[Click here to enter text.](#)

Contractor:
Brian H. Grice
Coast Criminal & Civil
P.O. Box 703
Mammoth Lakes, CA 93546
[Click here to enter text.](#)

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 THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND BRIAN H. GRICE dba. COAST CRIMINAL & CIVIL FOR THE PROVISION OF INVESTIGATOR SERVICES

TERM:

FROM: January 1, 2022 TO: December 31, 2026

SCOPE OF WORK:

Contractor shall provide private investigator services to Mono County Public Defenders for any and all cases which are filed in Mono County, California, in connection with the representation of indigent parties entitled to receive legal representation under the law. Contractor shall be directly responsive to Public Defenders and provide investigation services as required by them as follows:

1. Investigation services include, but are not limited to, interviews of clients, witnesses, and others identified by the Public Defenders, to the extent possible, such interviews should be in person; review and obtain law enforcement reports; service of subpoenas; assist in hearing and trial preparation; testify at hearings and trials when necessary; and such other services as may be reasonably required by the Public Defenders.
2. Contractor shall be available to provide investigative services within 24 hours notice by Public Defenders.
3. Contractor acknowledges that there are three contract Public Defenders and that from time to time other attorneys represent indigent defendants in Mono County Superior Court and that he is required to provide investigative services in all such cases under this Agreement, except where he has a legal conflict of interest.
4. Contractor shall provide notice to the Public Defender(s) of any and all conflicts of interest immediately upon his becoming aware of any such conflict.
5. Contractor understands and acknowledges that the attorney-client and attorney-work product privileges as set forth in the California Evidence Code, and such other statutory and case law, apply to services provided to the Public Defenders under this contract, and agrees that he will maintain such privileges, and confidentiality.
6. For non-English speaking witnesses or clients, Contractor shall utilize interpreter services at no cost to the County or to the Public Defenders, up to one (1) hour per case. In the event that interpreter services are required in excess of one (1) hour for a case, Contractor shall petition the Court for an order of payment for such additional hours and submit that order to County for payment, together with an invoice listing the name of the case, the nature of the

services utilized, the number of hours and the date on which the services were rendered.

7. Contractor will incur all expenses for Data Purchases and other reasonable expenses related to providing Investigative Services. Office space, supplies, equipment and mileage are the sole responsibility of the contractor.

8. Contractor agrees to extraordinary travel once per calendar year without additional compensation. For purposes of this paragraph, extraordinary travel means travel to a location within California but outside of Mono or Inyo Counties for a period of up to four nights and five days at the request of a Public Defender and approval by the Court. Extraordinary travel shall be reserved for violent crimes (murder, attempted murder, kidnapping, etc.), as determined by the Public Defenders. For extraordinary travel beyond the above amount, and upon presentation of a court order authorizing such travel, the County shall compensate Contractor as follows. Upon submission of receipts and a mileage log, County shall reimburse Contractor his actual costs for meals and lodging at the County's per diem rates then in effect, and for mileage at the IRS rate then in effect. In addition, County shall pay Contractor's hourly rate (\$60.00) for all time spent performing investigative services during the extraordinary travel.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND BRIAN H. GRICE dba COAST CRIMINAL & CIVIL
FOR THE PROVISION OF INVESTIGATION SERVICES**

TERM:

FROM: January 1, 2022 TO: December 31, 2026

SCHEDULE OF FEES:

As full compensation for all services performed under this agreement, the County shall pay Contractor as follows:

\$7,960 per month from January 1, 2022 through December 31, 2022
\$8,118 per month from January 1, 2023 through December 31, 2023
\$8,280 per month from January 1, 2024 through December 31, 2024
\$8,446 per month from January 1, 2025 through December 31, 2025
\$8,615 per month from January 1, 2026 through December 31, 2026

In addition, County will pay for interpreter hours in excess of 40 in a case as described in paragraph 6 of the Scope of Work and for extraordinary travel expenses as described in paragraph 8 of the Scope of Work.

See Attachment B1, incorporated herein by this reference (optional).



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

Departments: CAO, Public Health

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

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

SUBJECT COVID-19 (Coronavirus) Update

AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
12/3/2021 3:36 PM	County Counsel	Yes
12/2/2021 9:47 AM	Finance	Yes
12/10/2021 2:24 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

Departments: Public Health

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Bryan Wheeler, Public Health Director

SUBJECT California Immunization Local
Assistance Grant Amendment

AGENDA DESCRIPTION:

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

Proposed Amendment to Grant Agreement Number 17-10332, A03 with the California Department of Public Health, Immunization Branch.

RECOMMENDED ACTION:

Approve Amended Grant Agreement Number 17-10332, A03 and authorize the Chair of the Board of Supervisors to sign the amended contract on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments to the grant that shift funds between budget categories without changes to the grant allocation.

FISCAL IMPACT:

There is no impact to the General Fund. The amendment increases funding in the amount of \$1,109,290 for fiscal year 2021-22 for an amended total of \$1,323,711 for the 5-year contract period. The budget appropriation increase to spend these grant proceeds has previously been approved by the Board.

CONTACT NAME: Bryan Wheeler

PHONE/EMAIL: 760-924-1835 / bwheeler@mono.ca.gov

SEND COPIES TO:

Marjoree Neer, Bryan Wheeler, Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Grant Agreement](#)

[Grant Agreement Scope of Work](#)

History

Time	Who	Approval
12/3/2021 3:46 PM	County Counsel	Yes
12/9/2021 10:02 AM	Finance	Yes
12/10/2021 2:24 PM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 924-1831
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

DATE: December 14, 2021
TO: Honorable Board of Supervisors
FROM: Bryan Wheeler, Director of Public Health
SUBJECT: Grant Amendment for FY 2019-22 Immunization Local Assistance Grant Agreement #17-10332, A03

Recommendation:

Approve amendment to the FY 2019-22 Immunization Local Assistance Grant Agreement #17-10332, A03 and authorize the Chairman of the Board of Supervisors to sign the FY 2019-22 Amended Grant Agreement 17-10332, A03 on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments for the grant that shift funds between budget categories without changes to the grant allocation. Provide any desired direction to staff.

Discussion:

On December 14, 2021, the Board approved County entry into the Immunization Local Assistance Grant Agreement #17-10332, A03 and the grant contract has been fully executed. The California Department of Public Health, Immunization Branch is requesting that the FY 2019-22 Amended Grant Agreement 17-10332, A03 be signed to amend the contract, scope of work, and budget. These changes will increase the grant allocation to \$1,109,290.00 for the 21-22 grant year, for a total of \$1,323,711.00 for the 5-year contract period.

The Health Department contracts with the California Department of Public Health, Immunization Branch for the provision of immunization services. The Immunization Branch helps ensure that people living in California who are uninsured and under-insured have access to disease preventing vaccinations. The 8 components of this program include:

- Vaccine Accountability and Management
- Improving Vaccine Access and Coverage Rates
- Immunization Information Systems
- Perinatal Hepatitis B Prevention
- Education, Information, Training, and Partners

- Prevention, surveillance, and Control of Vaccine Preventable Disease (VPD)
- Assess and Improve Compliance with Childcare and School Immunization Entry Requirements
- Improve and Maintain Preparedness for an Influenza Pandemic

This contract authorizes the Mono County Health Department to receive funding to fulfill the 8 program components.

Fiscal Impact/Budget Projections:

There is no impact on the Mono County General Fund.

The Immunization Program provides a revised allocation increase of \$1,109,290.00 for the 21-22 grant year, for a total of \$1,143,365.00 for the 21-22 grant year, and a total of \$1,323,711.00 for the 5-year contract period.

For questions regarding this item, please call Bryan Wheeler (760) 924-1835.

Submitted by Bryan Wheeler, Public Health Director

CALIFORNIA IMMUNIZATION PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

Mono County Public Health Department, hereinafter “Grantee”

Implementing the project, “To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ),” hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 17-10332, A03

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance and Federal Grant numbers 6 NH23IP922612-02-02, 6 NH23IP922612-02-03, and 6 NH23IP922612-02-04.

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to increase funding in the amount of \$1,109,290 for FY2021-22 to allow the Grantee to continue performing the same services identified in Exhibit A, Grant Application, and provide more of the same Coronavirus Disease 2019 services in response to the CARES ACT.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: this amendment is to increase the grant by \$1,109,290 and is amended to read: **\$1,323,711 (One Million Three Hundred Twenty-Three Thousand Seven Hundred Eleven Dollars)** ~~\$214,421 (Two Hundred Fourteen Thousand Four Hundred Twenty One dollars).~~

Exhibit B – Budget Detail and Payment Provisions, paragraph 4.A. is hereby replaced as shown below.

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed ~~\$214,421~~ **\$1,323,711**.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health, Immunization Branch	Grantee: Mono County Public Health Department
Name: Noemi Marin	Name: Marjoree Neer, Health Program Manager
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Fl.	Address: P.O. Box 3329
City, ZIP: Richmond, CA 94804	City, ZIP: Mammoth Lake, CA 93546
Phone: (510) 620-3737	Phone: (760) 924-1835
Fax: (510) 620-3774	Fax: (760) 924-1831
E-mail: noemi.marin@cdph.ca.gov	E-mail: mneer@mono.ca.gov

Direct all inquiries to:

California Department of Public Health, Immunization Branch	Grantee: Mono County Public Health Department
Name: Roland Rafol	Name: Marjoree Neer, Health Program Manager
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Fl.	Address: P.O. Box 3329
City, ZIP: Richmond, CA 94804	City, ZIP: Mammoth Lake, CA 93546
Phone: (510) 412-6053	Phone: (760) 924-1835
Fax: (510) 620-3774	Fax: (760) 924-1831
E-mail: roland.rafol@cdph.ca.gov	E-mail: mneer@mono.ca.gov

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: Mono County Public Health Department
Attention “Cashier”: Stephanie Butters
Address: P.O. Box 556
City, Zip: Bridgeport, CA 93517
Phone: (760) 932-5587
Fax: (760) 932-5284
E-mail: sbutters@mono.ca.gov

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

Jennifer Kreitz, Chair
Mono County Public Health Department
P.O. Box 715
Bridgeport, CA 93517

Date:

Joseph Torrez, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262, MS 1802
P.O. Box 997377
Sacramento, CA 95899-7377

CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2021-22

Purpose

The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

Services to be Performed by the Grantee

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of local assistance grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Local assistance grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component:

1) Vaccine Accountability and Management; 2) Access to and Utilization of Quality Immunization Services; 3) California Immunization Registry (CAIR)³; 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD); 7) Childcare and School Immunization Entry Requirements; 8) Influenza; and 9) COVID-19 Vaccination.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2021-22**

1. Vaccine Accountability and Management

Goal 1.1 Maintain viability of IZB supplied vaccine to ensure vaccine effectiveness and reduce vaccine waste.

Required Activities	Performance Measures
<p>a. Annually, make sure all relevant staff within LHD-operated clinics (routine, mass vaccination, or special immunization outreach) are properly trained on current policies and procedures for proper vaccine storage and handling outlined in each participation agreement/addendum for the receipt of IZB supplied vaccines (317, Vaccines for Children [VFC], state general fund).</p>	<ol style="list-style-type: none"> 1. Updated Vaccine Management Plans for each LHD facility. 2. Completed EZIZ Lessons for Key Practice Staff. 3. Documentation of completed trainings.
<p>b. Develop and implement a training plan for provider facilities outside LHDs receiving IZB supplied doses (state or 317 Outbreak). Focus the plan on proper vaccine management, vaccine storage and handling requirements, and administration prior to the distribution of IZB-supplied vaccines.</p>	<ol style="list-style-type: none"> 1. Training plan developed and implemented. 2. Completed trainings/Documentation of completed trainings. 3. Completed and signed Vaccine Management Plans.
<p>c. Develop and implement a plan to verify that 317 Outbreak and state general fund immunizations administered by providers outside the LHDs adhere to policies for vaccine management. Conduct Quality Assurance verifications (such as random temperature log review, on site vaccination clinic assessments, review of vaccine losses, etc.) at least every other year, in a sample of sites receiving vaccines.</p>	<ol style="list-style-type: none"> 1. Developed and implemented Quality Assurance Plan. 2. Completion of Mass Vaccination Hourly Temperature Logs/Electronic Data Files. 3. Temperature Documentation on CDPH provided Logs for all IZB-supplied vaccines/Electronic Temperature Files. 4. Completed Quality Assurance verifications in a minimum sample of 10% of sites receiving vaccines.
<p>d. Promote and encourage adoption of CDPH and CDC storage and handling guidelines among all healthcare providers providing immunization services in the community.</p>	<p>Documentation of storage and handling best practices promotion efforts.</p>

Goal 1.2 Facilitate compliance with current protocols, policies, and procedures for vaccine accountability for LHD facilities and partners that receive IZB-supplied vaccine.

Required Activities	Performance Measures
<p>a. Make sure all relevant staff involved in vaccine ordering, management, and accountability activities within local health department-operated clinics adhere to all program requirements as outlined in the VFC/317 Provider Participation Agreements and Addendums. Complete annual VFC/317 program recertification.</p>	<p>Completed annual program recertification and corresponding educational lessons for all key practice staff.</p>

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2021-22**

<p>b. Promote adherence to eligibility guidelines corresponding to VFC, Section 317, and state general fund vaccines. Upon release of the Immunization Branch’s Vaccine Eligibility Guidelines, IMM-1142, disseminate guidance to all relevant staff involved in vaccine ordering, management, and accountability activities within local health department operated pediatric and adult immunization clinics.</p>	<p>Documentation of provided guidance.</p>
<p>c. Verify that processes are in place such that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.</p>	<p>LHD developed protocols, inclusive of eligibility guidelines, for each vaccine funding source.</p>
<p>d. Comply with federal policies regarding vaccine re-distribution. Publicly funded VFC and 317 vaccines must be distributed directly to the location at which the provider will administer the vaccines.</p>	<p>Documentation of procedures.</p>

2. Access to and Utilization of Quality Immunization Services

Goal 2.1 Improve access to and receipt of all ACIP-recommended immunizations, especially for low income and underserved community members.

Required Activities	Performance Measures
<p>a. Use a current, local jurisdiction-specific referral list to support an immunization safety net. This may include referral to other programs that connect patients to services.</p>	<p>Referral list completed and updated on an annual basis.</p>
<p>b. Be responsive to problems Medi-Cal members report related to access to immunization services.¹ Work with the corresponding Medi-Cal Managed Care Plan (MCP) to resolve problems. After attempts to work with MCP, if still unable to resolve, collect details and escalate to Senior Field Representative or other designated Immunization Branch staff person.</p>	<p>Maintain log of access problems resolved at local level or reported to CDPH.</p>
<p>c. For all LHD facilities that are VFC providers, participate in and support provider compliance and quality improvement² visits in conjunction with the CDPH Immunization Branch. Assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.</p>	<p># of clinics with corrective actions that were all completed within the specified time frame.</p>

¹ Requirements for Medi-Cal immunization services are summarized here: <http://izcoordinators.org/vaccine-programs/medi-cal-and-pharmacy-resources/>.

² Immunization Quality Improvement for Providers (IQIP), formerly known as AFIX

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2021-22**

3. California Immunization Registry (CAIR)³

Goal 3.1 Promote and optimize⁴ the use of CAIR in the jurisdiction.

Required Activities	Performance Measures
a. Enter all IZB-supplied vaccine doses administered by LHD or partners, including influenza doses, into CAIR.	# LHD clinics participating in CAIR/# all LHD clinics. % of LHD clinic doses entered into the registry within 14 days. # state flu doses entered by end of flu season/ # state flu doses administered.
b. For LHDs with primary care clinics, use manage patient status functionality to remove inactive patients at least once a year.	Inactive patients marked as inactive in CAIR.
c. In LHD primary care clinics, utilize CAIR data to identify and improve low or lagging infant or adolescent vaccination coverage levels.	Low infant or adolescent CAIR coverage rate identified and improved.
d. Review monthly CAIR usage reports ⁵ to identify priority non-participating VFC sites that need to be recruited/retained. Communicate priority sites to Local CAIR Rep (LCR).	# of VFC Sites identified for priority recruitment /retention contact.
e. Invite CAIR staff to participate in local provider trainings in order to promote CAIR.	Number of trainings with CAIR participation/Number of trainings held.

Goal 3.2 Connect local Immunization Information Systems (IIS) so CAIR becomes a statewide system. For San Diego and San Joaquin Counties only

Required Activities	Performance Measures
a. Implement data sharing with CAIR2, including: <ul style="list-style-type: none"> a. Attend scheduled planning meetings with CAIR2 staff b. Comply with agreed upon timelines c. Complete data transfer testing, including both inbound to CAIR2 and outbound back to local IIS. d. Share bulk historical loads of existing patients and immunizations to CAIR2 to initiate data sharing 	Full historical data load completed.
b. Initiate and maintain ongoing electronic data sharing with CAIR2 (HL7).	Ongoing data sharing continues.

³ CAIR refers to the statewide system connecting CAIR2 with the San Diego Immunization Registry and Healthy Futures.

⁴ If have EHR, move from manual data entry to data exchange (upload from EHR) to bidirectional data exchange, to optimize CAIR use. See <http://cairweb.org/docs/CAIR2-Communications/IMM-1266> and <http://cairweb.org/docs/CAIR2-Communications/IMM-1260>.

⁵ Monthly CAIR usage reports for VFC providers are posted here: <http://izcoordinators.org/cair-reports/>.

CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2021-22

4. Perinatal Hepatitis B Prevention	
Goal 4.1 Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.	
Required Activities	Performance Measures
<p>Note: Coordinate perinatal HBV prevention efforts with your LHD’s Maternal Child and Adolescent Health (MCAH) program, as activities 4.1a-4.1c may also help fulfill title V requirements and MCAH Scope of Work Activities.</p> <p>a. Educate medical providers and hospital staff about the screening, care, and reporting of pregnant women who test positive for hepatitis B and their infants according to the guidance outlined below: Guidance for Prenatal Providers Guidance for Labor and Delivery Hospitals Guidance for Pediatric Providers</p>	<ol style="list-style-type: none"> 1. Number and percentage of HBsAg-positive pregnant women identified in the reporting period who were enrolled prior to delivery. 2. Number and percentage of HBsAg-positive pregnant women identified in the reporting period with an HBV DNA test result during pregnancy. 3. Number and percent of PEP errors in the reporting period with completed LHJ follow-up.
<p>b. Educate identified HBsAg-positive pregnant women about their HBV status and provide the appropriate information on prevention of perinatal hepatitis B transmission, based on current ACIP recommendations and the guidance outlined below: Perinatal Hepatitis B Prevention Program Coordinator Handbook</p>	<p>HBsAg positive pregnant women identified.</p>
<p>c. Collect and submit requested data to CDPH on HBsAg-positive pregnant women and their infants according to the guidance outlined below: Perinatal Hepatitis B Prevention Program Coordinator Handbook</p>	<ol style="list-style-type: none"> 1. Number and percentage of infants born to HBsAg-positive mothers in the reporting period who received PEP according to ACIP recommendations. 2. Number and percentage of infants born to HBsAg-positive mothers who completed the HBV vaccine series by 12 months of age. 3. Number and percentage of infants born to HBsAg-positive mothers who have completed PVS testing by 24 months of age. 4. Number and percentage of infants closed to case management with complete information within 24 months.

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2021-22**

5. Education, Information, Training, and Partnerships

Goal 5.1 Provide and/or promote educational activities and information to health care providers, schools and childcare centers, and other immunization stakeholders to promote best practices for immunizations and the importance of timely vaccinations.

Required Activities	Performance Measures
a. Based on local priorities and resources, disseminate print and/or electronic communications among providers, school, general public and other immunization stakeholders in their jurisdiction.	Summary of efforts conducted to distribute materials in print or electronically to immunization stakeholders.

Note: Depending on funding, CDPH may offer select hard-copy materials to all VFC Providers through the Online VFC store. If the VFC store is available, LHDs may choose to not provide the select materials to VFC providers in their jurisdiction (refer these providers to the VFC store instead).

CDPH will inform LHDs on centralized communication activities from the Immunization Branch (select print materials to VFC providers, electronic communications to VFC providers, electronic communications and resources to schools, electronic communications resources to pharmacies, electronic communications and resources to community-based organizations/other stakeholders, traditional media and social media to reach general public). LHDs may supplement any gaps in communication with local efforts.

Goal 5.2 Develop partnerships and collaborative activities in order to expand immunization services, promote best practices and improve coverage rates among children, adolescent and adults.

Required Activities	Performance Measures
a. Engage* with at least 3 types of partners** in conducting educational activities or trainings. (See definitions below)	<ol style="list-style-type: none"> 1. Number of partner types (provider, school, social service/other partners) engaged with. 2. Summary of activities conducted with each partner type.

*Partnership engagement should be based on commitment to perform agreed-upon activities (e.g. joint training, mass vaccination clinic, collaboration to include immunization messaging in communications or event, promotional efforts).

**LHJ will engage with at least one “provider” partner, one “school” partner and one “social service or other” partner:

- “Provider partner” may include hospitals, federally qualified health centers (FQHCs), longterm care facilities, birth facilities, professional associations (local ACOG or WIC chapters), pharmacies, health plans and community clinics.
- “School partner” may include child care providers, school or school district, County Department of Education, college, school nurses association or other school-related organizations.
- “Social service and other partners” may include WIC, MCAH, social service agencies, migrant health, homeless shelters, drug-treatment centers, jails, faith-based organizations, local business or community-based organizations.

CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2021-22

6. Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Goal 6.1 Conduct surveillance to identify VPD cases and/or outbreaks, and implement recommended prevention and control activities.

Required Activities	Performance Measures
a. Ensure that appropriate clinical specimens are tested and relevant epidemiologic information is collected for VPDs requiring immediate public health action.	<ol style="list-style-type: none"> 1. Percentage of measles specimens submitted for molecular characterization. 2. Percentage of <i>Neisseria meningitidis</i> specimens/isolates submitted for molecular characterization. 3. Percentage of pertussis cases <4 months of age with complete maternal prenatal provider information.
b. Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are reportable to CDPH in accordance with CDPH recommendations. (Coordinate with your local Maternal, Child and Adolescent Health program.)	Percentage of infant pertussis cases where mother was unimmunized during the appropriate window during pregnancy for which a communication regarding prenatal Tdap immunization was made to the prenatal care provider. ⁶
c. Obtain vaccine and assist with the organization and implementation of efforts to vaccinate susceptible individuals, if appropriate.	Completed outbreak response request ⁷ with plan for doses and target population (as appropriate).

Goal 6.2 Collect and submit requested data to CDPH on VPD cases and outbreaks.

Required Activities	Performance Measures
a. Report VPDs and other conditions reportable to CDPH Immunization Branch per CDPH instructions listed here: https://www.cdph.ca.gov/programs/CID/DCDC/CDPH%20Document%20Library/Immunization/ReportingGuidanceforLHJs.pdf	<ol style="list-style-type: none"> 1. Percentage of measles cases reported immediately to CDPH. 2. Percent of meningococcal disease cases in high school and college students reported immediately to CDPH. 3. Percentage of case reports submitted to CDPH via an electronic communicable disease reporting system (CaREDIE or other) in the recommended timeframe.
b. Collect and submit CDPH-requested VPD case and outbreak data.	<ol style="list-style-type: none"> 1. Percentage of infant pertussis cases <4 months of age for whom maternal Tdap status is known. 2. Percentage of confirmed hepatitis A cases for whom hepatitis A risk factors are known.

⁶ Sending a letter re: standard of care is the minimum acceptable communication, with copy to LHD Maternal Child and Adolescent Health (MCAH) program. See [Template Letter for Prenatal Care Providers with Pregnant Patients that did not Receive Prenatal Tdap Appropriately and Infants Developed Pertussis](#).

⁷ The Immunization Branch provides a form for requesting vaccine from CDPH.

CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2021-22

	3. Percentage of meningococcal disease cases for whom high school or college attendance status is known.
--	--

7. Childcare and School Immunization Entry Requirements

Goal 7.1 Decrease the proportion of pupils who are overdue for required immunizations or admitted conditionally.

Required Activities	Performance Measures
a. Provide guidance, training, and support for compliance with entry immunization requirements by all childcare centers and schools within the jurisdiction.	Percentage of schools with kindergarteners in the jurisdiction that have completed the annual immunization assessment.
b. At least annually, visit schools with 10 or more kindergarteners that reported > 10% were either conditionally admitted or overdue for required immunization; provide guidance and support follow-up until these students are up to date.	Percentage of schools with 10 or more kindergarteners where the proportion of students are either conditionally admitted or overdue for required immunization is greater than 10%. Target %: By next school year, less than 3% of schools have $\geq 10\%$ of kindergarteners either conditional or overdue.

8. Influenza

Goal 8.1 Strengthen capacity to protect against seasonal influenza and to prepare for a pandemic.

Required Activities	Performance Measures
a. <u>To assist your LHD emergency preparedness lead in fulfilling its emergency preparedness grant requirements,</u> utilize IZB-supplied influenza vaccine or other 317-funded vaccines to support at least one mass immunization exercise/year. <u>Confirm your LHD emergency preparedness program has entered all doses into CAIR within 14 days of administration, as per the emergency preparedness grant requirement.</u>	Mass vaccination exercise completed by local health department, including immunization and preparedness program staff.
b. Utilize IZB-supplied influenza vaccine to immunize jurisdiction against influenza; doses may be shared with local partners.	Number of doses of influenza vaccine administered. Target #: Administration of at least 90% of previous season's doses total.

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2021-22**

9. COVID-19 Vaccination

Goal 9.1 Organize an effective COVID-19 vaccination response at the local level.

Required Activities	Performance Measures
<p>a. Develop and implement a COVID-19 vaccination plan that incorporates the three phases of vaccine availability, ensures equitable vaccination access at each phase, and encourages widespread vaccine acceptance and uptake.</p>	<ol style="list-style-type: none"> 1. LHD COVID-19 Vaccination Planning Template completed and submitted to IZB-CDPH. 2. Summary report of progress made in implementing local COVID-19 vaccination plan. 3. Response to requests from IZB-CDPH for information on local efforts and plans to address vaccine hesitancy, improve vaccine access, reach vulnerable populations, and vaccinate adolescents (and children if approved), during Phase 3 of the vaccine rollout.

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2021-22**

Glossary of Acronyms and Terms

Abbreviation or term	Definition
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
ACOG	American College of Obstetricians and Gynecologists
AFIX	Assessment, Feedback, Incentive, eXchange
CAIR	California Immunization Registry
CaIREIDIE	California Reportable Disease Information Exchange
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
COVID-19	Coronavirus Disease 2019
DNA	Deoxyribonucleic Acid
EHR	Electronic Health Record
EZIZ	An Immunization Branch-operated website (eziz.org) with immunization training and resource materials.
FQHC	Federally Qualified Health Center
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HL7	Health Level 7 (standards for data exchange)
IIS	Immunization Information System
IQIP	Immunization Quality Improvement for Providers
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LCR	Local CAIR representative (on CDPH IZB staff)
LHD	Local Health Department

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2021-22**

Abbreviation or term	Definition
LHD Primary Care Clinic	Clinic run or housed in LHD that serves as a medical home for its patients. Includes federally qualified health centers or look-alikes that are operated or housed in LHDs
LHJ	Local Health Jurisdiction
MCAH	Maternal Child and Adolescent Health
MCP	Medi-Cal Managed Care Plan
PEP	Post Exposure Prophylaxis
PVS	Post-Vaccination Serology
Tdap	Tetanus, Diphtheria, and Pertussis
TK/K	Transitional Kindergarten/Kindergarten
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
WIC	Women, Infants, and Children



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

Departments: Agricultural Commissioner

TIME REQUIRED 30 minutes

SUBJECT Proposed Ordinance Adding Chapter 20.10 to the Mono County Code, Open Range, and Excluding Additional Portions of the County from Territory Devoted Chiefly to Grazing

PERSONS APPEARING BEFORE THE BOARD

Nathan D. Reade, Agricultural Commissioner

AGENDA DESCRIPTION:

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

Proposed ordinance adding Chapter 20.10, Open Range, to the Mono County Code consolidating the provisions of, and thereby replacing Ordinance Nos. 79-480, 79-480A and 87-480B and excluding additional areas of the County from territory devoted chiefly to grazing.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Nathan D. Reade

PHONE/EMAIL: / nreade@inyocounty.us

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Proposed Ordinance](#)

History

Time	Who	Approval
12/9/2021 12:54 PM	County Counsel	Yes
12/9/2021 4:02 PM	Finance	Yes
12/10/2021 2:24 PM	County Administrative Office	Yes



COUNTIES OF INYO AND MONO

AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA
MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE



Date: December 14, 2021

To: Honorable Board of Supervisors

From: Nathan D. Reade, Agricultural Commissioner

Subject: Ordinance adding Chapter 20.10 to the Mono County Code, Open Range, and including additional parcels as areas not chiefly devoted to grazing

Recommended Action:

Provide guidance to staff regarding the open range ordinance and/or introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Description:

This item will discuss and request feedback from your Board on the open range ordinance in Mono County. As discussed in a previous workshop, residents in the Burcham Flat area have expressed concerns over grazing activities occurring on their land by a sheep rancher that leases nearby allotments from the United States Forest Service. These residents have requested that their property be added to the list of those parcels that Mono County has previously designated as not chiefly devoted to grazing.

If adopted by your Board, the proposed ordinance will add Chapter 20.10, Open Range, to the Mono County Code, replace previous ordinances on open grazing in Mono County, and include the following parcels as areas not chiefly devoted to grazing:

006-090-010
006-090-011
006-120-042
006-120-043
006-120-044
006-120-004
006-120-005
006-120-006
006-120-008

Staff is prepared to take public comment on this list and comments from your board if this list is altered based on these comments and return at a later date with an amended ordinance.



ORDINANCE NO. ORD21-__

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS ADDING CHAPTER 20.10, OPEN RANGE, TO THE MONO COUNTY CODE CONSOLIDATING THE PROVISIONS OF, AND THEREBY REPLACING, ORDINANCE NOS. 79-480, 79-480A AND 87-480B AND EXCLUDING ADDITIONAL AREAS OF THE COUNTY FROM TERRITORY DEVOTED CHIEFLY TO GRAZING

WHEREAS, pursuant to Cal. Food & Agri Code § 17124, Ordinance Nos. 79-480 and 79-480A, declared Mono County a County devoted chiefly to grazing, with some delineated exceptions therein; and

WHEREAS, Ordinance No. 87-480B amended Ordinance Nos. 79-480 and 79-480A to exclude portions of the Swauger Creek-Devil's Gate area from territory devoted chiefly to grazing; and

WHEREAS, the Board wishes to now exclude certain additional portions of the County from territory devoted chiefly to grazing; and

WHEREAS, the Board also seeks to consolidate all provisions of the above-mentioned ordinances pertaining to open range and codify them in the Mono County Code.

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

SECTION ONE: Chapter 20.10 is hereby added to the Mono County Code to read as follows:

**Chapter 20.10
Open Range**

Sections:

20.10.010 Grazing Areas.

20.10.020 Excluded Land.

20.10.010 Grazing Areas.

All lands of any character, with the exception of those lands described in Section 20.10.020, are devoted chiefly to grazing pursuant to California Food and Agriculture Code section 17124.

20.10.020 Excluded Land.

The following described areas and Parcels are hereby excluded from the territory within the County devoted chiefly to grazing:

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- The south one-half of Section 7 and the north one-half of Section 18, Township 2 North, Range 26 East, Mount Diablo Base and Meridian;
- The north one-half of Section 20, Township 2 North, Range 26 East, Mount Diablo Base and Meridian;
- The east one-half of the east one-half of Section 14 and the northeast one-quarter of Section 24, Township 5 South, Range 30 East, Mount Diablo Base and Meridian;
- Sections 27, 35 and 36, Township 5 South, Range 29 East, Mount Diablo Base and Meridian;
- Sections 31 and 32, Township 4 South, Range 30 East, Mount Diablo Base and Meridian;
- Section 34, Township 4 South, Range 29 East, Mount Diablo Base and Meridian;
- The east one-half of the west one-half of the southwest one-quarter of Section 9, Township 1 North, Range 26 East, Mount Diablo Base and Meridian;
- The south one-half of Section 2, and Sections 11, 14, 15, 16, and 17, Township 2 South, Range 26 East, Mount Diablo Base and Meridian;
- The east one-half of Section 33; Sections 34 and 35, Township 3 South, Range 27 East and Sections 2 and 3, Township 4 South, Range 27 East, Mount Diablo Base and Meridian.
- Assessor Parcel Numbers:
 - 07-030-01
 - 07-030-10
 - 07-030-11
 - 07-040-07
 - 07-040-09
 - 07-040-20
 - 07-040-21
 - 07-040-22
 - 07-040-23
 - 07-040-24
 - 07-040-25
 - 07-040-26
 - 07-040-27
 - 07-040-28
 - 07-040-29
 - 07-040-30
 - 07-040-31
 - 07-040-32
 - 07-040-33
 - 07-050-09
 - 07-050-10

- 1 07-050-11
- 2 07-040-14
- 3 07-050-15
- 4 07-050-24
- 5 07-050-25
- 6 07-050-26
- 7 07-050-27
- 8 07-050-28
- 9 07-050-29
- 10 006-090-010
- 11 006-090-011
- 12 006-120-042
- 13 006-120-043
- 14 006-120-044
- 15 006-120-004
- 16 006-120-005
- 17 006-120-006
- 18 006-120-008

SECTION TWO: This ordinance supersedes and replaces, in their entireties, Mono County Ordinance Nos.79-480, 79-480A and 87-480B.

SECTION THREE: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2021, by the following vote, to wit:

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

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

Departments: Probation

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Karin Humiston, Chief Probation
Officer

SUBJECT Community Corrections Partnership
(CCP) Realignment Implementation
Plan

AGENDA DESCRIPTION:

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

A resolution of the Mono County Board of Supervisors authorizing the Mono County Community Corrections Partnership Executive Committee to submit the Realignment Implementation Plan Annual Report for 2021 to the Board of State and Community Corrections.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

Eligibility for the CCP Implementation Grant funding, which is anticipated to be \$100,000 to be received by the end of January 2022.

CONTACT NAME: Karin Humiston

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval

12/9/2021 8:32 AM	County Counsel	Yes
12/9/2021 9:26 AM	Finance	Yes
12/10/2021 2:24 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: November 24, 2021
To: Honorable Board of Supervisors
From: Karin Humiston, Chief of Probation

SUBJECT: Mono County Community Corrections Partnership Realignment Report and Implementation Plan, Annual Report 2021.

RECOMMENDATION:

Approve the Mono County Community Corrections Partnership Realignment Report and Implementation Plan Annual Report for 2021 for submission to the Board of State and Community Corrections.

DISCUSSION:

Senate Bill 74 Budget Act of 2020 contains a new requirement for counties to submit an updated Community Corrections Partnership Plan to the Board of State and Community Corrections by December 15, 2021, along with the Community Corrections Partnership Survey to be eligible to receive funding. The updated plan must be accepted by the county Board of Supervisors pursuant to Section 1230.1 of the Penal Code. The Realignment Report and Implementation Plan was presented to the Board of Supervisors at their regular meeting December 7, 2021. This resolution will evidence the acceptance of the plan by the Board.

FISCAL IMPACT:

Eligibility for the CCP Implementation Grant funding.



MONO COUNTY

Public Safety **Realignment**

Implementation Plan Update, Fiscal Year 2020-2021



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Bridgeport Courthouse - Second oldest operating Courthouse in California.

Mission Statement

The Mono County Community Corrections Partnership (MCCCP) is dedicated to providing pathways for offenders to successfully reengage with the community.

Executive Summary

On April 4, 2011, then Governor Edmund Brown Jr. signed into law the Public Safety and Realignment Act (Assembly Bill 109; hereinafter referred to as “Realignment” or “AB 109”). Realignment was in response to the Federal Government’s order requiring California to reduce the State’s prison population by 46,000 inmates, and to advance the trend in criminal justice to provide localized community-based services to lower-level criminal offenders promoted by the enactment of the California Community Corrections Performance Incentives Act (SB 678) in 2009. AB 109 fundamentally altered the criminal justice landscape in California by changing how the State incarcerates, supervises, and treats specifically designated groups of offenders, as well as how California allocates funds to counties in order to implement the goals of AB 109. Prior to Realignment, all felony criminal offenders who were not granted probation were sent to state prison under the supervision of the California Department of Corrections and Rehabilitation (“CDCR”). Following their release from state prison those offenders were supervised by the State Parole Board. Realignment shifted the responsibility for incarcerating, supervising, and rehabilitating non-violent, non-serious, and non-sexual felony offenders from the State to the 58 Counties. This shift, or realignment, placed a substantial new responsibility on local jails, probation departments, and other local justice partners. This additional responsibility included housing inmates in local jails for longer periods of time, increasing the responsibility to supervise offenders released from prison (both state and local), and increasing local community-based services to offenders to mitigate their chance of recidivism.

To mitigate the impact of this new state mandated responsibility, AB 109 provided funding to the Counties, increased custody credits to shorten the length of sentences, created the concept of mandatory supervision that reduced actual time in custody with increased supervision after some time in custody was served, authorized short-term “flash” incarceration, and provided additional tools to the jails and probation departments to assist in rehabilitation services. Options counties could adopt included increased use of home arrest, electronic monitoring, work furlough programs, and effective investment in evidence-based correctional sanctions and programs.

Using the Community Corrections Partnerships (CCP) formed in each county under SB 678, AB109 required each county to recommend a plan to the Board of Supervisors how Realignment would be implemented. The guiding principle of the CCP is increasing public safety by reducing recidivism through community-based corrections programs and evidence-based practices. Mono County adopted its initial Realignment Plan in 2011. Key concerns identified in the initial plan included how the jail would manage a potential increase of additional and long-term inmates, how the probation department would supervise additional persons with more serious criminal offenses and criminal history, and what rehabilitative programs would be needed to meet the needs and goals of this new and additional population.

Since 2011, the Board of Supervisors has approved and funded the Mono County AB 109 program as part of the annual budget process. To date, Mono County has received approximately 3.8 million dollars to implement AB 109. The funds have gone to

hiring more probation officers, hiring jail staff to monitor inmates sentenced to work release programs, constructing an effective dispatch system for officer safety, expanding victim services, introducing a risk needs assessment program to better assist defendants who need pre-trial and post-sentencing services, establishing drug court, and training probation officers in the evidence-based practices of Moral Reconciliation Therapy (MRT), Cognitive Behavioral Journaling, and Motivational Interviewing. The Sheriff Department has contracted with Community Services Solutions to assist persons being released from custody and reentering society.

Recognizing that a new jail facility would be needed to meet the additional impact of Realignment, the County of Mono applied for, and received, a grant to build a new jail facility. This new jail will provide additional space for housing inmates and space for rehabilitation services, counseling, and medical and psychological services. The CCP was able to assist the county in meeting the grant matching funds requirement with a \$600,000 dollars of AB109 funds.

Now, almost 10 years later, the CCP is in a good position to review and revise the Mono County Realignment Plan. The CCP requests input, and approval, from the Board of Supervisors to guide the next five years of criminal justice in Mono County. Over the past 10 years, data has been gathered and analyzed, technology has vastly improved, and laws and policies affecting criminal justice in California have changed. These changes help guide the plan that is discussed below.

Areas of discussion that will be addressed include:

- **Review of the impact of Realignment in the State of California, and on Mono County.**
- **Effectiveness of Realignment services and funding over the past nine years.**
- **Changes in law, policies, and technology over the past nine years that impact and improve the ability to provide more effective services.**
- **Plan for the future incorporating all of the above and providing a roadmap for continuing to improve services to the population of criminal offenders in Mono County.**

The key points that the data and observations from the Mono County justice partners want the Board of Supervisors to know about are:

- **The jail capacity has not been overwhelmed by Realignment and since 2012, the average daily population was 27 inmates**
- **The jail has made improvement in the services offered to inmates but continues to lack services to further assist in the rehabilitation of criminal offenders.**
- **The Probation Department has not been overwhelmed by Realignment due to the Board of Supervisors funding of additional positions with Realignment and other funds, and the low number of persons on mandatory supervision (9) and Post-Release Community Supervision (20).**
- **The District Attorney’s office has not seen an increased caseload due to Realignment.**



Mammoth Lakes courthouse.

- The Probation Department has effectively incorporated evidence-based practices.
- Drug Court has been successful.
- Medical and Psychiatric services have become available by use of remote technology.
- Additional services are needed to improve rehabilitation of criminal offenders.
- Additional mental health services are needed.
- A comprehensive reentry plan and programmed services are needed to improve successful compliance.
- Lack of housing is often an impediment to successful reentry.
- Lack of transportation is often an impediment to successful reentry.
- A method to track and analyze data and to receive feedback needs to be developed and implemented.

The 2020 CCP general membership has expanded in scope and includes motivated and capable partners from all areas of local government, including many county departments, the Office of Education, and the Mono County Library. The justice partners are excited about the plan being recommended to the Board of Supervisors. The CCP looks to expand partnership to increase participation in a Community Advisory Board that may include the private sector, faith-based entities, and others in the community interested in improving the lives of citizens who have violated the law and to enhance the safety of Mono County.

Identifying and implementing cost-effective rehabilitative programming and services for incarcerated individuals, as well as those who have returned to their communities, is among the highest priority for Mono County. Mono County, through its CCP General Committee, has further identified eleven objectives that it aims to achieve within the next five years:

1. Establish a multidisciplinary reentry team to create an individualized plan for each individual before, during and after incarceration.
2. Create a collaborative reentry plan with services.
3. Create a transportation plan to assist individuals in getting to programs and services.

4. Establish transitional housing sites and program.
5. Form a Community Advisory Board.
6. Determine services needing data tracking.
7. To identify variables to be measured for reporting and tracking.
8. Determine placement efficacy by tracking individual outcomes.
9. Design a qualitative and quantitative survey of probationer's and participant's experiences to measure subjective and objective satisfaction and efficacy.
10. Determine reentry population profile.
11. Establish an ongoing data committee.

The reentry team will be comprised of professionals from Mono County including Sheriff Jail Staff, Probation, Behavioral Health, Adult Office of Education, and Community Services Solutions. The team is tasked with identifying an individual's needs, finding efficient and effective ways to reintegrate the individual into the community, and ultimately reduce their odds of recidivism. A person's individual plan could include anything from drug and alcohol treatment, participating in statutory programs¹ while incarcerated, obtaining a GED, taking high school classes in the county jail, or telepsychiatry counseling sessions.

Mono County will utilize data tools to evaluate the success of these objectives, both individually and collectively. As more data becomes available regarding the success of these objectives, Mono County will be better able to tailor a person's individual plan to ensure a higher rate of success and lower rate of recidivism. Even without the new jail facility, Mono County can provide services to jail inmates both in-person, online, and with telecommunication. Mono County strives to meet the outlined goals of Realignment and with its current strategy, believes it is well equipped to be successful in its implementation of AB 109.

¹ Statutory programs are programs, required by statute, that a probationer is required to complete as a term and condition of probation. The statutorily mandated programs may include a 52-week batter's treatment program for someone convicted of domestic violence, a 52 week parenting class for someone convicted of child abuse, or, a 3-, 9-, or 18-month DUI program for a person convicted of a DUI.

Public Safety Realignment

California's Public Safety Realignment initiative represents the State's effort to reduce its prison population by shifting the supervision of inmates to county jails and community supervision. In 2009, the California Legislature passed the California Community Corrections Performance Incentives Act SB 678, which had two purposes: alleviate overcrowding in state prison and save state General Fund monies. This act was designed to promote and use evidence-based supervision practices and reduce the number of individuals on felony supervision who are sent to state prison. By law, each county created the Community Corrections Partnership (CCP), which Mono County established in 2009, to be responsible for overseeing the implementation of the goals. In 2011, the California Legislature then passed Assembly Bills 109 and 117, which caused the release of non-violent, non-serious, and non-sexual offenders, with sentences of longer than one year, from state prison to their originating counties of commitment.

The key provisions of AB 109 were that it redefined a felony, created Post Release Community Supervision (PRCS), created Mandatory Supervision (MS), amended custody credits, authorized community-based punishment, created flash incarceration, and amended parole revocations (see **PRCS Illustration, page 7**). The definition of a felony changed from certain crimes punishable in the state prison for 16 months, or two or three years, to certain crimes may be punishable in the county jail for 16 months, or two or three years. PRCS authorized the local probation department to supervise, for up to three years, specified inmates (non-violent, non-serious, non-sexual) released from state prison rather than have those inmates supervised by parole. Mandatory Supervision established that a person serving a period of incarceration could split their jail sentence with some time in custody and the balance of their remaining sentence out of custody, but supervised by the local probation department with terms and conditions similar to probationary terms and conditions.

Furthermore, Realignment changed inmate custody credits to four days credit for every two actual days served, known as "half-time credits." Since many inmates who would have been supervised by parole are now supervised by the local probation department, violations of PRCS or parole are now served in the local county jail for a maximum of 180 days. Rather than the parole board conducting parole violation hearings, AB 109 mandated parole violation hearings be conducted at the local level, by the county's Superior Court. If parolees were in violation of parole, they were to serve their time in the county jail, for a maximum of 180 days, rather than state prison. Lastly, AB 109 created flash incarceration, which is an up to 10-day jail commitment that a probation officer can utilize to ensure swift sanctions for noncompliant behavior.

Realignment required an emphasis on rehabilitation and increasing public safety by reducing recidivism through community-based corrections programs and evidence-based practices. While incarceration remains a necessary tool for some offenders and to protect public safety, Realignment shifted the focus of the justice system to rehabilitation and positive behavior reinforcement. An example of this shift is found in the creation of community corrections, which were defined as non-prison sanctions imposed by a court for the purpose of moving individuals through a system of evidence-based services available to those who would most likely benefit from them. The idea was to invest in both the individuals

and local economies as well as provide alternatives to incarceration through reentry services. Consequently, AB 109 required a paradigm shift for Mono County's criminal justice system to better suit the rehabilitation needs of its justice involved persons.

When the California State Legislature passed AB 109, it tasked local counties to implement their Realignment Plan beginning October 1, 2011. Mono County created the Community Corrections Partnership Executive Committee (CCPEC) in 2011 with the goal of developing and implementing the County's Realignment Plan.² The Mono County CCPEC established three areas of planning: obtaining or re-appropriating funds to support the affected county departments, creating alternatives to custody, and creating or expanding focused programs to address recidivism. As a result of Realignment, Mono County identified four Post Release Community Supervision (PRCS) individuals, one parolee, and seven mandatory supervision³ individuals who were returned to the County from state prison and required immediate assistance.

Between 2011 and 2019, the California Department of Corrections released 20 inmates from state prison into the care and custody of the Mono County Probation Department. During that same period, Mono County sentenced nine individuals to mandatory supervision. Considering the small number of clients returned to Mono County under PRCS who were serving a mandatory supervision sentence, the CCP committee determined it would be in the best interest of all those involved in the criminal justice system to receive Realignment services. Beginning 2011 through 2019, 978 individuals in Mono County were sentenced to formal felony probation and required a probation officer's supervision. All individuals received evidence-based programming or court ordered counseling.⁴

The 2011 Mono County Realignment plan, consistent with local needs, resources, and Penal Code 3450, included recommendations to maximize the effective investment of criminal justice resources in evidence-based correctional sanctions and programs, including, but not limited to, drug courts, residential multi-service centers, mental health treatment programs, electronic monitoring and Global Positioning System (GPS) monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs. The Mono County CCP established three areas of planning:

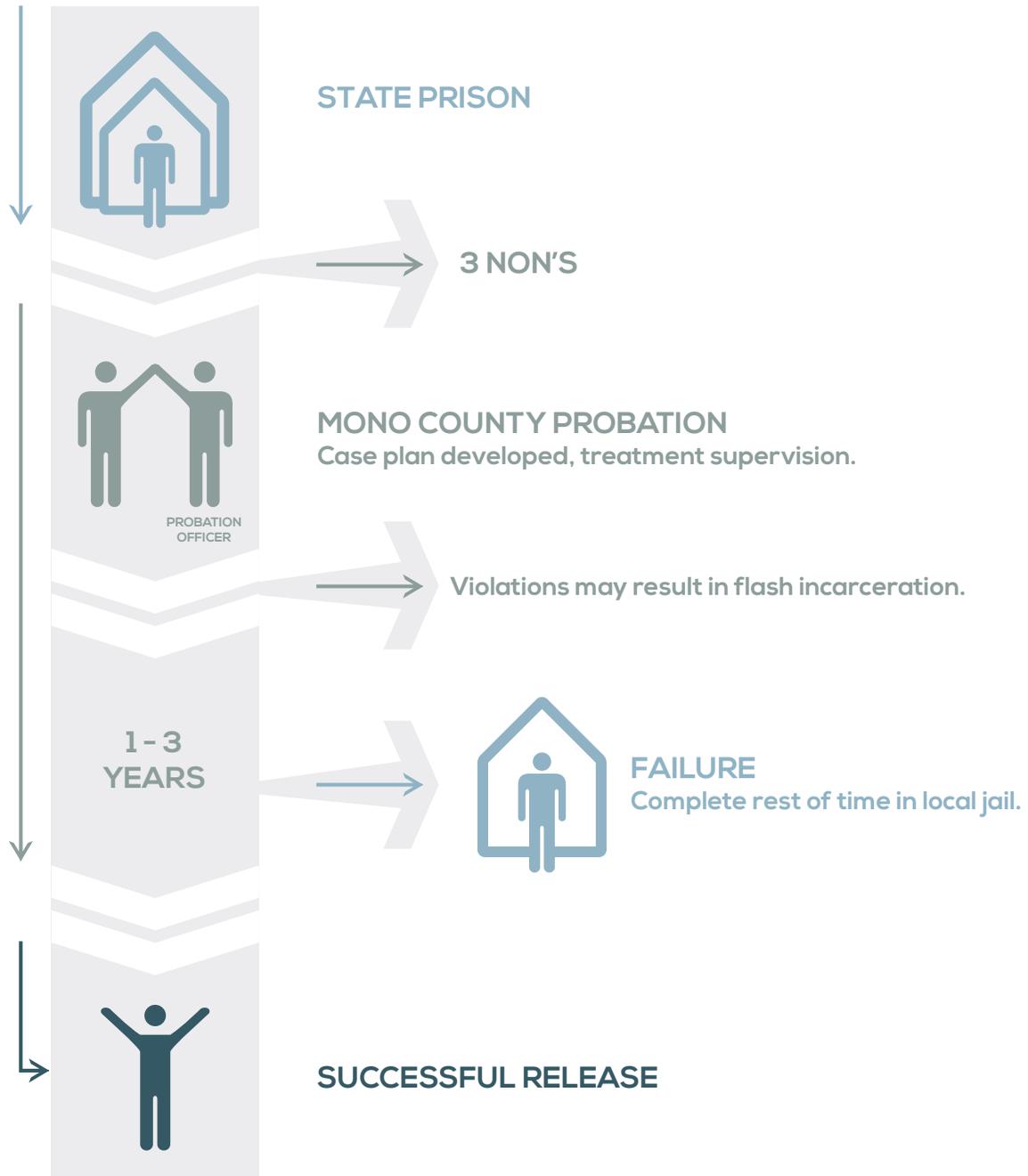
1. Obtaining or re-appropriating funds to support the affected county departments
2. Creating alternatives to custody, and
3. Creating or expanding focused programs to reduce recidivism

2 The Mono County Executive Committee Members are as follows: Karin Humiston, Chair, Chief of Probation; Al Davis, Mammoth Lakes Chief of Police; Ingrid Braun, Sheriff; Tim Kendall, District Attorney; Jeremy Ibrahim, Public Defender; Hon. Mark Magit, Presiding Judge; and Robin Roberts, Director of Behavioral Health. The other justice partners, not including those identified in the Executive Committee, involved in the CCP General Committee are as follows: Francie Avitia, Supervisor, Department of Social Services; Jennifer Kreitz, Mono County Board of Supervisor; Shana Stapp, Special Program and Adult Education Coordinator for Office of Education; Christopher Platt, Director of Mono County Library; Misti Clark-Holt, Programs Manager, Wild Iris, and Susi Bains, Director of SHINE.

3 When a judge sentences a defendant to local county prison pursuant to Penal Code Section 1170(h), the period of supervision of the defendant by a probation officer is known as "mandatory supervision."

4 <https://openjustice.doj.ca.gov/exploration/crime-statistics/adult-probation-caseload-actions>

Post-Release Community Supervision (PRCS)



CALIFORNIA CRIMINAL JUSTICE

Realignment System

What does Realignment in the California Criminal Justice System Look Like?

The following information outlines and explains the criminal justice process and the effects of Realignment on the criminal justice system, but more specifically, on sentencing. Realignment promotes evidence-based practices⁵ fostering a criminal justice system focused on rehabilitation and the reduction of recidivism. Throughout the criminal justice and corrections process, defendants receive coordinated resources, services, and treatment (see **Realignment System Illustration, page 9**).

ARREST

Realignment did not affect procedures regarding arrest. Arrest is the initial step in introducing a person to the criminal justice system and occurs when there is probable cause to believe that an individual committed a misdemeanor or felony offense. Law enforcement may either choose to place that person in custody and take them to the local county jail or may choose to issue a citation if they believe the person is a low risk for failure to appear in court. If the defendant fails to appear in court, the judge is likely to issue an arrest warrant. If law enforcement takes the accused to the local county jail, the sheriff's department may decide to book and release the accused with a notice-to-appear in court for their arraignment or hold the person in custody until their arraignment.

ARRAIGNMENT

After a person's arrest or citation, the first formal court appearance is an arraignment. At the arraignment, a person may have a private attorney present or request the appointment of a Public Defender. This is the defendant's first opportunity to enter a plea in their case. The three most common pleas at arraignment include: not guilty, guilty, or no contest.

If a person enters a guilty or no contest plea, they may proceed directly to a sentencing hearing. If a person enters a not guilty plea, the judge then addresses the issue of bail, or may release the person on their own recognizance that includes a promise to appear at their next court date and comply with pre-trial conditions to ensure public safety and reduce the risk of the person reoffending.

BAIL HEARINGS

California bail and bail bonds refer to the money posted with the court to ensure that a person attends all their court appearances. Bail is typically set according to the local county bail schedule however, California bail laws provide a person with an opportunity to ask the judge to reduce the scheduled bail or request to be released on their own recognizance ("OR").⁶ California is moving in the direction of changing the practice

of monetary bail. Senate Bill 10 (SB 10) authorizes a change to California's pretrial release system from a money-based system to a risk-based release and detention system. A referendum on SB 10 will be included on the November 2020 ballot. SB 10 assumes that a person will be released on his or her own recognizance⁷ or supervised own recognizance with the least restrictive non-monetary condition or combination of conditions that will reasonably assure public safety and the defendant's return to court.⁸

After arraignment, the court may refer the matter to the probation department to complete a Bail Review Report. The Bail Review Report outlines the below listed factors after the completion of a pretrial assessment. The probation department makes a recommendation for bail to either remain as set, to increase or lower bail, or to release the individual on their own recognizance with pretrial supervision conditions. The court may also decide to waive the Bail Review Report and move directly to a bail review hearing. At a bail review hearing, the defendant presents mitigating factors in support of their request to reduce or eliminate the set bail. Before a court reduces, raises, or eliminates bail, the judge considers factors such as: criminal history, the seriousness of the offense, the facts of the case, community ties, the defendant's likelihood to return to court, and most importantly, public safety.

THE PRETRIAL PROCESS

Once a person enters a not guilty plea, and the court resolves the issue of bail, the defendant enters the pretrial process. "Pretrial" refers to all proceedings occurring before a trial; including, court appearances, motions (a request for the judge to take a desired action), discovery issues (the exchange of relevant evidence), and plea bargains or negotiations.

REENTRY SERVICES

Starting at the arraignment and pretrial phase, the Mono County Probation Department along with community partners, provide reentry services and supervision. Reentry services help individuals successfully return to their communities. The justice partners, coordinating amongst themselves, thoughtfully offer comprehensive pre- and post-release rehabilitative programs and services to the defendant (see **Reentry Process Illustration, page 10**). Some examples of the services provided and monitored by Mono County Probation and Behavioral Health include substance abuse treatment, mental health treatment, parenting, and/or anger management classes.

One key lesson learned is that many persons who have served their time in custody do not know what to do next. They may have no family support structure, limited job prospects, no transportation, and may not even know where they are going to live. They may have physical and mental health issues and may still struggle with maintaining sobriety from drugs and alcohol. The Mono County Jail has contracted with Community Services

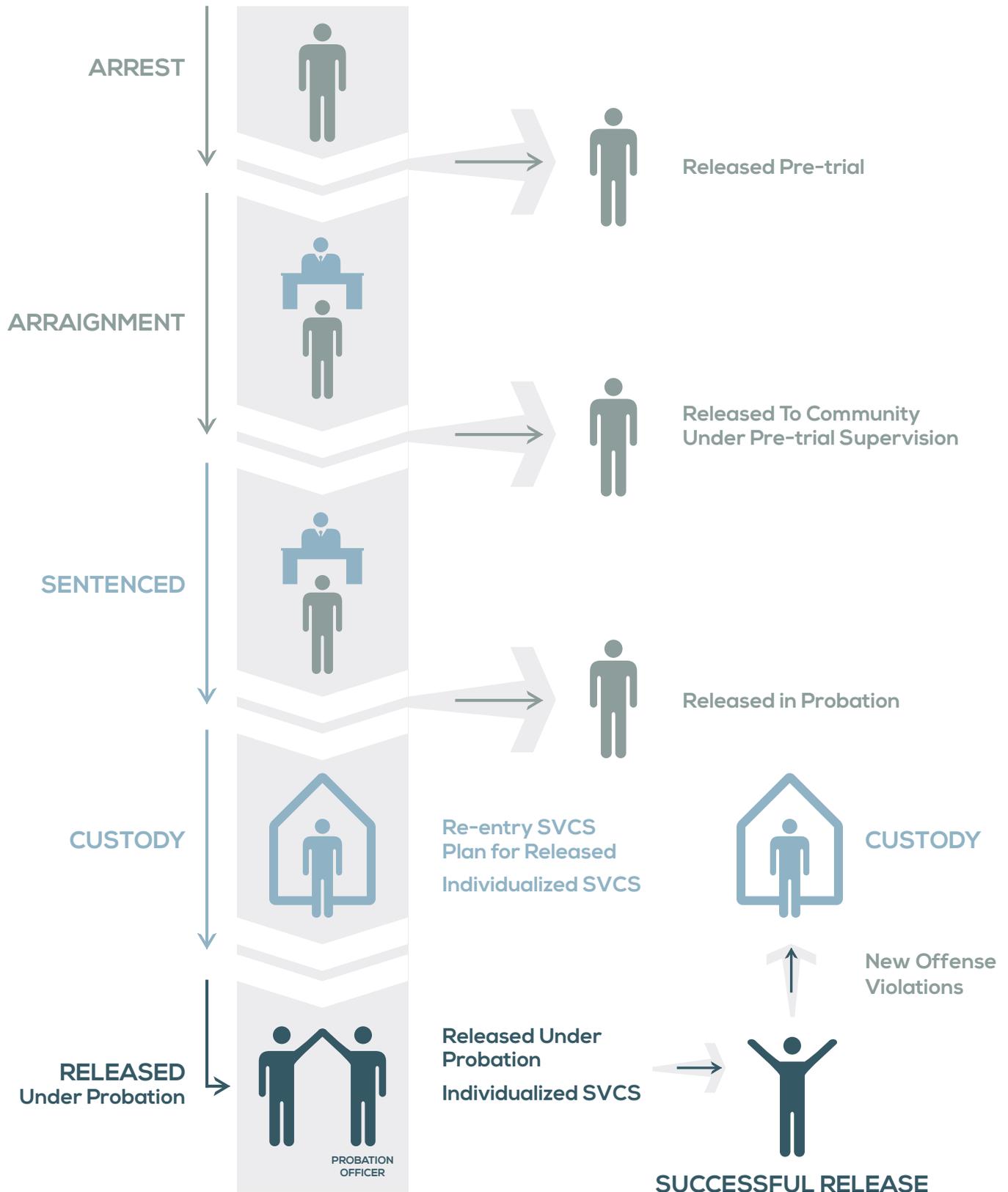
⁵ Evidence-based programs are programs that have been rigorously tested in controlled settings (i.e. trials using experimental or quasi-experimental designs), proven effective in a community site, and translated into practical models used by community-based organizations available to the public.

⁶ Own recognizance is when a judge allows a person accused of a crime to be free while awaiting trial, without posting bail, on the defendant's own promise to appear at their next court date, their lack of dangerousness to the community, and based upon their good reputation.

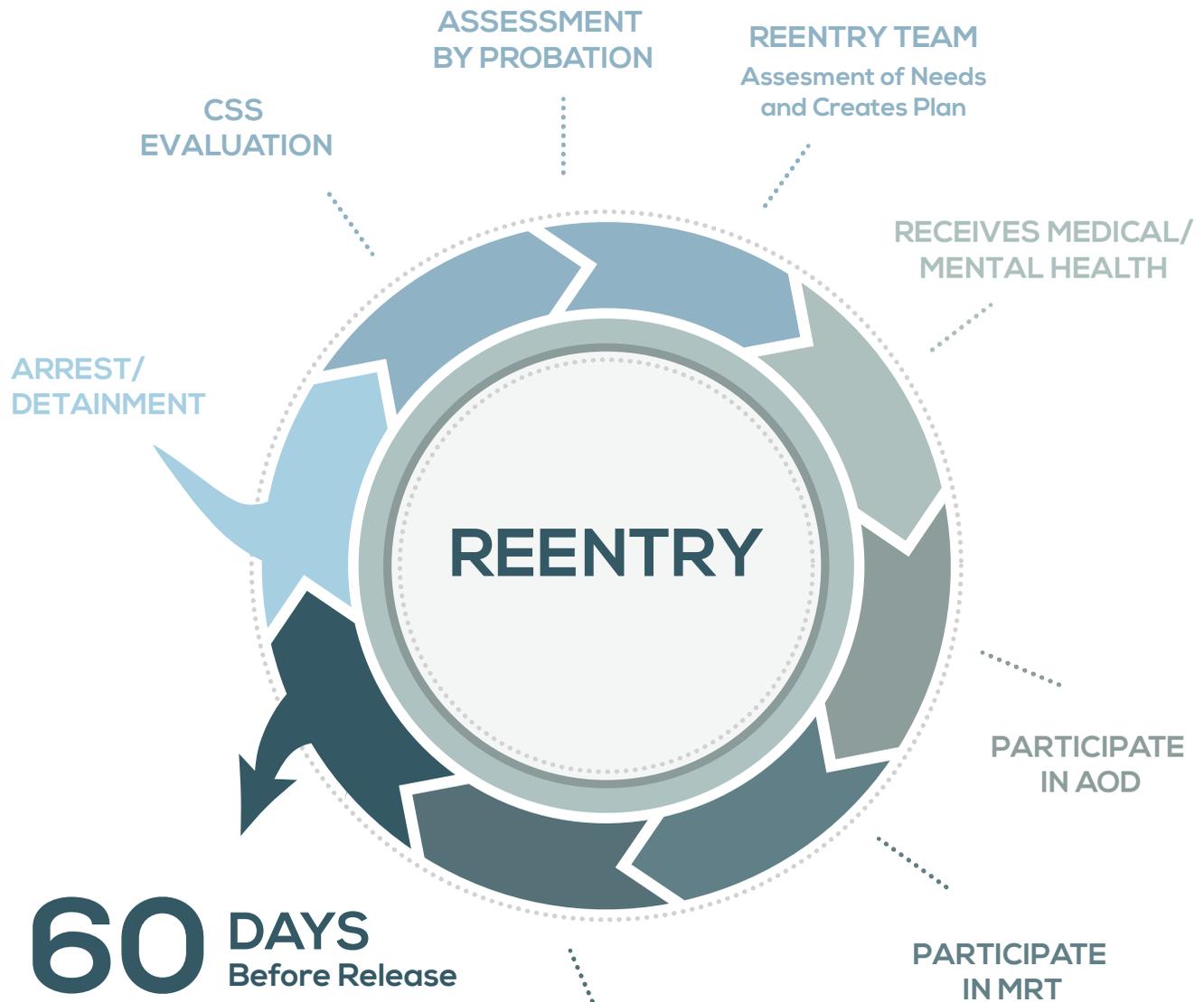
⁷ Supervised own recognizance is when a person is released on their own recognizance but is monitored by the probation department and must check-in with the probation department at regular intervals.

⁸ For more information on SB10, see <https://www.courts.ca.gov/pretrial.htm>.

Criminal Justice **Realignment System**



Mono County Jail Reentry Process



REENTRY TEAM ENSURES:

- Housing
- Transportation
- School
- Treatment
- Smooth Transition

EDUCATION

- Life Skills
- Literacy
- ESL

Solutions (CCS) to help identify what services a person about to reenter society might need. While CCS contacts inmates for medical eligibility, social security cards, and other needs, there is no follow-up in the community and amongst agencies.⁹ One of the issues the assessment tool addressed was that inmates released into Mono County communities lacked continuity of care. The Mono County CCP General Committee identified this as a gap and created a Reentry Team to address the issue. This will be further discussed in the goals and objectives section of this report to ensure released inmates have a warm handoff to community supervision and receive services in the areas of need identified by the Reentry Team and the Risk/Needs assessment.

JURY TRIALS

Cases that do not resolve during pretrial proceedings progress into the trial phase of the California criminal court process.

Proceedings Following a Guilty Plea / Guilty Verdict

SENTENCING HEARING

Once a person is convicted of a crime they will be sentenced at a sentencing hearing. The matter may be referred to the probation department for a Pre-Sentence Investigation Report. This report outlines the facts and circumstances of the crime, the defendant's social and criminal history, harm to a victim, and makes recommendations for sentencing. The first recommendation in most cases is if the person should be granted probation. At a sentencing hearing, the prosecution and defense present to the court their arguments, beliefs, and supporting evidence for an appropriate sentence for the defendant.

After Realignment, the general objectives of sentencing were expanded from seven objectives to eight objectives by adding the objective of "(8) increasing public safety by reducing recidivism through community-based corrections programs and evidence-based practices." Up until 2017, the general objectives of sentencing did not include reducing recidivism through evidence-based practices, but rather focused on protecting society, punishing the defendant, encouragement of the defendant, and deterrence through consequences.¹⁰ One of the effects of Realignment, albeit years after AB109 took effect, was to now have the courts focus on evidence based practices to reduce recidivism when considering a defendant's sentence.

The court has several options for sentencing. The court may suspend the imposition or execution of a sentence and grant or place a person on Probation for a set amount of time, typically between three and five years. On probation, a person is required to obey all laws and abide by specific terms and conditions designed to address the underlying reasons why the criminal offense was committed, and to encourage the person to successfully reenter the community as a law-abiding citizen. On formal probation, the person is actively supervised by the Probation Department. Formal supervision is typically

⁹ Community Services Solutions ("CSS") provides services to inmates in the Mono County Jail. See Attachment - A for a complete list of services provided to inmates by CSS.

¹⁰ The general objectives of sentencing include (1) protecting society; (2) punishing the defendant; (3) encouraging the defendant to lead a law-abiding life in the future and deterring him or her from future offenses; (4) deterring others from criminal conduct by demonstrating its consequences; (5) preventing the defendant from committing new crimes by a period of incarceration; (6) securing restitution for victims of crime; (7) achieving uniformity in sentencing; and (8) Increasing public safety by reducing recidivism through community-based corrections programs and evidence-based practices. (Cal. Rules of Court Rule 4.410) (Subd (a) amended effective January 1, 2017; previously amended effective July 1, 2003, ad January 1, 2007.)

required for more serious offenses, for persons with a more significant criminal history, for persons with substance abuse issues, and when significant counseling is necessary. Informal or conditional probation is typically ordered for less serious offenses, and where there is no need for active supervision of the person.

If a defendant convicted of a felony is not granted probation, the defendant will be sentenced to a term in prison. Serious, violent, sexual, and other designated offenses will result in the person serving their time in state prison. Following realignment, persons convicted of lesser felony offenses will serve their term in the Mono County Jail acting as the local prison. These terms may be very long, depending on the nature of the offense, the number of offenses committed, and the person's criminal record. Because the local jails are not designed to house persons for long periods of time, the court has the option to split the sentence into a certain amount of custody time in Local Prison (the local county jail), and then, upon completion of their custodial sentence, serve a period of time on mandatory supervision to complete their sentence. The Probation Department monitors mandatory supervision, and the defendant must comply with the same type of terms and conditions similar to a formal probation order. If the defendant violates their terms of mandatory supervision, then they may complete the remainder of their sentence in local county jail.

After a state prison term is served, the person may still be supervised for a period. This is commonly known as being on parole. This supervision may be by the State Parole Hearing Board for some offenses. Realignment also funded Post Release Community Supervision, which shifted supervision responsibility for non-violent, non-serious, and non-sexual criminals upon release from state prison to the local county. The Mono County Probation Department monitors Post-Release Community Supervision.

PROBATION VIOLATION

During a person's probationary period the court has the authority to revoke, modify, or change its order of suspension or execution of a person's sentence. The court may revoke a person's probation if it finds that the person committed a violation of probation. A violation may include a new arrest or not complying with the terms and conditions as listed in the probation order. Upon an arrest or filing of a Violation of Probation, a person repeats the same steps as listed in all the aforementioned sections. At the conclusion of a probation revocation hearing, the person appears before the court for sentencing. The person may be reinstated on probation with additional terms or jail time; or may be sentenced to a prison term to be served in either the county jail, or the Department of Corrections, based on the offense for which they were originally granted probation.

SUCCESSFUL COMPLETION OF PROBATION

If a person does not have any pending violations at the conclusion of their probation sentence, their probation is deemed successfully completed and terminated. Based upon their individual needs, all probationers are eligible for coordinated reentry programs and services to assist them to be productive members of their community and society; however, not all probationers may require those services to successfully complete probation.

On Mono County

Mono County identified the impact Realignment had on its own criminal justice system and observed that Mono County justice partners needed to be more involved in all aspects of the justice involved person's navigation through the system. Realignment tasked justice partners to broaden their scope of knowledge, learn new techniques to assist in identifying an individual's needs, and appropriately address those needs. Mono County justice partners now have more alternatives to assist individuals going through the justice system to help reduce the probability of them returning to jail. Almost every aspect of the justice system was affected by AB 109, with some areas changed more drastically than others. Nevertheless, change was needed to provide the individuals in the criminal justice system with proven research-based tools to become productive members of society and reduce their recidivism rate.

Since Realignment took effect in 2011, statewide violent and property crime rates have remained close to historic lows. As it relates to individuals sentenced to probation, 98% of Mono County probationers successfully completed their probation leaving only 2% to finish their sentence in a penal institution, either county jail or state prison. However, California's re-arrest and re-conviction rates are among the highest in the nation. In Mono County, 65% of Post Release Community Supervision (PRCS) individuals failed to complete their terms and conditions of release, resulting in their supervised release being terminated. In 2011, Mono County identified four Post-Release Community Supervision (PRCS)¹¹ individuals, one parolee, and seven Mandatory Supervision¹² individuals who were returned to Mono County from state prison and needed immediate assistance. Between 2011 and 2019, 20 inmates were released from state prison into the care and custody of the Mono County Probation Department. These inmates had non-serious, non-violent, and non-sexual offenses and were required to receive certain treatments and services within the community and supervision. Roughly 65% of these individuals were later detained in the County jail located in Bridgeport to finish their time due to non-compliance with their supervision conditions (see Table 1 - Mono County PRCS/ MS Probation data, page 13). Thus, those individuals completed their sentences incarcerated in county jail.

In evaluating these numbers, Mono County's failure rate tracked the State of California's average. It was concluded that a disconnect existed between individual needs and the services being provided

¹¹ Post Release Community Supervision (PRCS) is a form of supervision provided to an individual who has been released from a California Department of Corrections and Rehabilitation (CDCR) institution to the jurisdiction of a county agency, pursuant to the Post Release Community Supervision Act of 2011 or has been released from local jail after serving a "prison" sentence pursuant to Penal Code Section 1170(h). Penal Code (PC) Section 3451 provides that all persons released from prison on or after October 1, 2011, after serving a prison term for a felony and, if eligible, upon release from prison shall be subject to supervision provided by a county agency. The following individuals are excluded from PRCS and will be supervised by the Department of Parole following their release from state prison: (1) An individual serving a current term for a serious felony, as described in PC Section 1192.7(c); (2) An individual serving a current term for a violent felony, as described in PC Section 667.5(c); (3) An individual serving a current term of life; (4) An individual classified as a High-Risk Sex Offender; (5) An individual determined to be a Mentally Disordered Offender.

¹² Mandatory Supervision individuals are non-serious, non-violent, and non-sexual offenses who serve a portion of their sentence in jail locally and then be released under probation's supervision to serve the remainder of their sentence reintegrating with the community.

by Mono County and the California Department of Corrections. In other words, inmates lacked the reentry services in the state prison and within the local community to aid in the successful completion of PRCS. During that same period, Mono County sentenced nine individuals to mandatory supervision. Of those nine, five were returned to the local jail to finish their local prison term, and four successfully completed their sentence (see Table 1 - Mono County PRCS/ MS Probation data, page 13).

Realignment, as designed by the California Legislature, has also had a tremendous impact on Mono County Probation. The inmates released from prison were supervised as "high-risk," meaning a probation officer must have frequent contacts in the office or field (e.g. home, work, etc.) with the probationer. Probation officers, therefore, needed to accommodate the increase in contacts, court hearings, reports, urinalysis, cognitive based journal interaction, facilitation of Moral Reconciliation Therapy ("MRT")¹³, the use of evidence-based practices ("EBP")¹⁴ and many more functions and duties. Probation required additional positions to efficiently supervise individuals and concurrently protect the community. Between 2011 and 2019, the Mono County Probation Department almost doubled in staff to meet the increased demands of Realignment.

Although evidence-based practices were present prior to Realignment, AB 109 guided the standardization of and focus for evidence-based practices into the criminal justice system. When Mono County Probation began using the best practice strategy (also known as evidence-based practices), this prompted Mono County to concentrate their limited resources and funds on EBP programs and allowed them to focus on program delivery rather than program development. One of the benefits that EBP programs provided was the buy-in from the justice partners, community, healthcare providers, and the individual. Considering the small number of individuals returned to Mono County under PRCS and serving a mandatory supervision sentence, the CCP committee determined it would be in the best interest of all justice-involved persons to provide Realignment services and evidence-based practices to all probationers.

One of the evidence-based practices implemented by Mono County was a Risk/Needs instrument designed to assess the risk of recidivism and needs of individuals to improve consistency and facilitate communication across criminal justice agencies. The purpose in implementing this assessment tool was to assist the probation department in predicting a person's likelihood to recidivate at various stages in the criminal justice system.

¹³ Moral Reconciliation Therapy is a method of treatment that is aimed at treating juvenile and adult criminal defendants with a cognitive-behavioral approach combining elements from various psychological traditions progressively addressing ego, social, moral, and positive behavioral growth to reduce recidivism. The MRT program is centered around 16 objectively defined steps (units) focusing on seven basic treatment issues: confrontation of beliefs, attitudes, and behaviors; assessment of current relationships; reinforcement of positive behavior and habits; positive identity formation; enhancement of self-concept; decrease in hedonism and development of frustration tolerance; and development of higher stages of moral reasoning.

¹⁴ Evidence-based practices are defined as programs where 1) there is a definable outcome(s); 2) it is measurable, 3) it is defined according to practical realities (recidivism, victim satisfaction, etc...)

TABLE 1

PRCS, Mandatory Supervision, and Probation 2011- 2020

Post Release Community Service Clients (Individuals sent to the County from the State for supervision)	2011- 2016	2017- 2019	2011- 2019	FY 2020
Supervised Post Release Community Service parolees from 2011- 2016	11*	9	21	3
Transferred to another county	2	0	2	0
Individuals that had violations and returned to local custody	7	6	13	0
Successful clients with no violations	3	2	5	1
*1 PRCS Client was sent back to the County for supervision twice				
Mandatory Split Sentences (Individuals who received local prison and then released on supervision)				
Supervised individuals placed on Mandatory Split Sentences	7	2	9	1
Awaiting release from custody	1	0	1	1
Transferred to another county	1	0	1	0
Successful with no violations	1	1	2	0
Individuals that had violations and were returned to local custody	4	1	5	0
Local prison pursuant to 1170(h) with no supervision term (Individuals sentenced to straight local custody with no supervision when released)				
Individuals sentenced to straight local prison with no supervision tail	57	15	72	0
Total of felony Probation grants from 2011- 2019				
Total felony probation grants	135	130	265	14
Local recidivism rate (returned to local custody for a new crime)	13	1	14	0
Recidivism for 1170(h) population (1170(h) individual returned to local custody)	14			0
State Recidivism rate (individuals sent to state prison after a probation violation)	2	4	6	0
Electronic Monitoring			0	4
Home Detention			0	0
Inmate work detail				0
Inmates requiring medical services				0
Number of Flash Offenders			9	0

Specifically, for Mono County, assessment instruments are used at the following stages: bail, pretrial, community supervision, and community reentry.

Further mitigating the impact of Realignment was the passage of Proposition 47 in 2015 that reduced many offenses, including many substance abuse offenses, from felonies to misdemeanors and caused another mass release of inmates into the counties. Prior to Proposition 47, county sheriffs heavily utilized alternatives such as electronic monitoring, day reporting centers, community service, and alternative work programs. Mono County Jail provides the alternative program of community work supervision. It should be noted that Mono County Jail’s population has remained stable through 2010 - 2019 (see below Table 2 - Jail Population Trends: Mono County, Chart 1 - Mono County Average Jail Population, 2011-2020).

The last notable trend is regarding a rise in domestic violence offenses, both statewide and in Mono County (see Table 3 - California Department of Justice-Domestic Violence Related Calls: Mono County, page 15). This is an area of concern that the Community Corrections Partnership General Committee and the criminal justice partners intend to focus on in the future to reduce those numbers.

To date, Mono County has received approximately 3.8 million dollars to implement their AB 109 programs. The funds have gone to hiring more probation officers, hiring jail staff to monitor inmates sentenced to work release programs, constructing an effective dispatch system for officer safety, expanding victim services, introducing a risk needs assessment program to better assist defendants who need pre-trial and post-sentencing services, establishing drug court, and training probation officers in the evidence-based practices of Moral Reconciliation Therapy (MRT), Cognitive Behavioral Journaling, and Motivational Interviewing. The CCP Committee additionally identified two long-term and large areas of planning: jail space and transitional housing.

Proposition 47 also shifted some funding to evidence-based programs to reduce recidivism and incarceration. Those funds

were directed to mental health and substance abuse programs, K-12 education, and services for crime victims. Mono County provides those services to inmates however, it is providing them in a facility that was not designed for long-term commitments. Mono County recognized their constraints and between 2011 through 2019, the CCP Committee earmarked \$877,100 in funds for the construction of a new jail facility designed around AB 109 guidelines. Mono County is in the process of obtaining approval to build a new jail facility, which it hopes to begin within the next five years. With a new jail facility, Mono County will be better equipped to assist in-custody individuals with pre- and post-sentencing services, statutorily mandated classes, counseling/therapy, vocational development, job training, and educational opportunities.

From 2009-2018, the Mono County Superior Court sentenced 917 individuals to formal probation, each requiring a probation officer’s supervision, and each receiving some type of evidence-based programming or court ordered consequence or treatment (see Table 4 - California Department of Justice-Arrests: Mono County shows the number of arrests from 2009-2018, page 15). A reduction in arrests can be seen between 2014 and 2015 and the same decrease is evident in the number of probationers in

CHART 1
Mono County Average Daily Jail Population, 2011- 2020



TABLE 2
Mono County Jail Population Trends, 2011- 2020

YEAR	ADP	SENTENCED						NON-SENTENCED					
		Sentenced		Misdemeanor		Felony		Total Non-Sentenced		Misdemeanor		Felony	
		ADP	% of ADP	ADP	% of ADP	ADP	% of ADP	ADP	% of ADP	ADP	% of ADP	ADP	% of ADP
2011	27	8	31%	4	17%	4	15%	18	69%	7	25%	12	44%
2012	29	10	36%	7	23%	4	13%	19	64%	8	29%	10	35%
2013	33	13	40%	9	28%	4	11%	20	60%	11	34%	9	27%
2014	30	17	56%	9	31%	8	25%	13	44%	6	19%	8	25%
2015	21	12	57%	5	23%	7	34%	9	43%	3	12%	6	30%
2016 ²	28	12	42%	5	17%	7	25%	16	58%	4	15%	12	43%
2017	30	12	38%	5	15%	7	23%	19	62%	5	16%	14	46%
2018	29	13	46%	5	19%	8	28%	15	54%	4	13%	11	40%
2019	30	12	39%	5	15%	7	23%	18	61%	5	16%	14	46%
2020	29	9	31%	3	12%	6	20%	20	69%	5	17%	15	51%
2021	21	5	24%	1	4%	4	19%	NA	NA	NA	NA	NA	NA

Note: ² 2016 data excludes December; data unavailable. ADP (Average Daily Jail Population)

TABLE 3

Domestic Violence Related Calls for Assistance Counties: Mono County, Years 2011-2020

State of California Department of Justice- Open Justice

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
TOTAL CALLS	71	76	73	63	85	118	76	84	95	78
No Weapons Involved	56	62	65	54	72	104	58	59	56	54
Weapon Involved¹	15	14	8	9	13	14	18	25	39	24
Firearm	0	0	0	0	1	2	0	1	0	0
Knife or Cutting Instrument	0	2	1	1	1	1	1	0	0	1
Other Dangerous Weapon	1	1	1	1	2	2	4	6	10	3
Personal Weapon²	14	11	5	8	10	8	13	17	29	30
Not Reported	0	0	0	0	0	0	0	0	0	0
Total Strangulation and Suffocation³	0	0	0	0	0	0	0	6	9	6
Cases with Strangulation	0	0	0	0	0	0	0	5	7	4
Cases with Suffocation	0	0	0	0	0	0	0	1	2	2

¹Penal Code section 13730 does not require that the type of weapon involved in a domestic violence-related call be reported.²Hands, feet, etc.³Data for cases with strangulation or suffocation are not available prior to 2018.

TABLE 4

Arrests: Mono County. Years: 2011-2020

State of California Department of Justice- Open Justice

Offenses: All, Ages: Adults, Gender: All, Ethnicities: All

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Felony	131	105	161	115	97	86	93	80	96	88
Violent Offenses	39	35	32	33	46	51	52	58	61	53
Property Offenses	33	28	18	12	13	12	18	9	13	15
Drug Offenses	49	24	82	56	17	8	4	7	2	6
Sex Offenses	0	2	1	1	1	1	1	0	4	0
Other Offenses	10	16	28	13	20	14	18	6	16	14
Misdemeanor	338	327	238	230	207	227	238	256	227	165
Status Offenses	0	0	0	0	0	0	0	0	0	0

Table 5 - California Department of Justice-Adult Probationers: Mono County (page 17). Most criminal justice partners attribute the reduction in both the arrest rate and number of probationers to Proposition 47, the Safe Neighborhood and Schools Act. This law recategorized some nonviolent offenses (i.e., drug and property offenses) as misdemeanors, rather than felonies. Proposition 47 also had a significant effect on the number of possible participants eligible for Drug Court due to the changes in drug laws. The probation failure rate (number of probationers sentenced to state prison) for this evaluation period is 2%. The state of California probation failure rate is 5.6% for probationers sentenced to prison/jail and the state failure rate for sentenced to prison is 3.1%.¹⁵

Realignment also created a third category of inmates: those who spend their entire sentence in a local jail with no supervision in the community or program requirements as a term of condition of probation. Between 2011 and 2019, 72 individuals were sentenced to local jail time (see Table 1) and had the most significant impact on the jail. California jails were designed to hold individuals for short terms of up to one year and were not meant for long-term detainment. Mono County is no exception. Currently, the Mono County Jail lacks classrooms, a law library, treatment rooms, or a medical area. As a result, of the number of individuals detained for longer periods of time due to PRCS failure PC 1170(h), or Split/Mandatory Supervision, Mono County's 42-bed jail began showing indicators of stress. The long-term inmates, who traditionally would have been sentenced to state prison, brought a state-prison mentality and an increased level of sophistication into the local county jail. Inmates have kicked out windows, destroyed jail property, and increased their attempts to get drugs into the jail. This type of behavior is seen more often in long-term commitments, such as prisons.

While the jail did not have an increase in the number of detainees (the average daily population has held at 27 detainees since 2012), the length of stay and lack of programs have made it increasingly difficult to manage the long-term care of inmates. To address part of this problem, the California Legislature appropriated funds to each county to improve their jails to meet the requirements of AB 109. As a result, the Mono County Sheriff's Department and the CCP utilized unused space in the jail for providing services for the long-term inmate population. Some of the programs that

¹⁵ 2018 Judicial Council Report under Penal Code Section 1232 on the California Community Corrections Performance Initiatives Act of 2009 (Sen. Bill 678) <https://www.courts.ca.gov/documents/lr-2018-JC-ca-comm-corrections-performance-incentives-act-sb678.pdf>

Mono County implemented were the introduction of the EDOVO tablet learning system, AA classes within the jail, Department of Behavioral Health counselors meeting inmates in the jail for services, Moral Reconciliation Therapy (MRT), alcohol and drug counseling, and telepsychiatry services through North American Mental Health Services.

Since 2011, the Mono County Board of Supervisors, based upon a recommendation from the Mono County CCPEC, gave and continues to give the Mono County Sheriff's Department \$40,000 a year to address healthcare costs for their inmate population. The actual costs have varied each year, but continuously and consistently exceed the \$40,000 allotment. Except for three years, medical costs for inmates at the Mono County jail have exceeded \$100,000 each year since 2011 (see Table 6 - Jail Medical Budget/Actual: Mono County, page 17).

Chart 2 - Jail Medical Costs indicates that Actual Medical Costs are beginning to slightly increase (page 17). Although the jail population for Mono County has averaged a consistent number each year, the burden of housing and caring for long-term inmates has necessitated additional jail staff, maintenance crews, and behavioral health programming. Mono County's jail was not designed to house inmates serving a sentence longer than a year; nevertheless, the county implemented Realignment guidelines to better serve their jail population. Furthermore, Mono County is in the planning process of building a new jail to meet AB 109 requirements as well as other California jail requirements. Due to the current limitations of the Mono County Jail, implementing evidence-based practices to the jail population has been challenging. Even so, Mono County has successfully implemented some practices. Having the ability to serve the jail population with all planned evidence-based practices is a priority in the planning of the new jail.

Another impact of realignment has been the need for a transitional housing program to house individuals - post-release - who might otherwise be homeless. Rural counties have little access to placements, affordable housing, or transitional housing, and Mono County is no exception. Homelessness may not be singularly responsible for recidivism but being unstably housed complicates an individual's chances of successfully integrating back into their community. Currently, Mono County does not have treatment facilities or placements; and therefore, must rely on out-of-county facilities. Between 2011 and 2019, Mono County identified over 20 individuals who needed housing when they were first released from incarceration.



Mono County Probation Employees in front of the Historic Bridge Courthouse.

TABLE 5

Adult Probation Caseloads & Actions Counties: Mono County, Years: 2011-2020

State of California Department of Justice- Open Justice

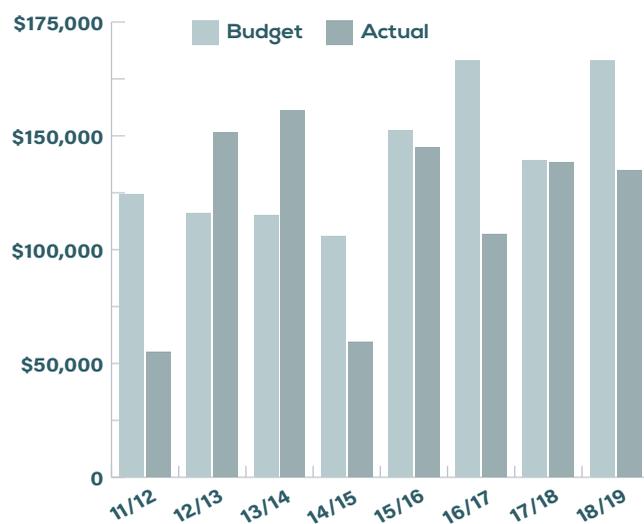
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
TOTAL PROBATION CASELOAD	243	263	266	257	134	146	142	156	126	107
Felony Offense	155	177	180	180	76	90	87	82	78	63
Misdemeanor Offenses	88	86	86	77	58	56	55	74	48	44
Total Probation Actions										
Placed on Probation	60	36	202	222	123	110	85	79	61	15
Removed from Probation	101	16	190	215	246	98	89	65	64	25
Terminated	92	16	60	126	212	72	58	28	39	20
Revoked	0	0	38	12	9	9	7	2	3	0
Other	9	0	92	77	25	17	24	35	22	5
Felony Offense										
Placed on Probation	35	26	127	148	69	67	53	38	38	9
Removed from Probation	57	4	115	144	173	53	56	43	31	15
Terminated	48	4	38	81	150	40	33	16	12	10
Revoked	0	0	25	6	5	7	3	2	3	0
Other	9	0	52	57	18	6	20	25	16	5
Misdemeanor Offense										
Placed on Probation	25	10	75	74	54	43	32	41	23	6
Removed from Probation	44	12	75	71	73	45	33	22	33	10
Terminated	44	12	22	45	62	32	25	12	27	10
Revoked	0	0	13	6	4	2	4	0	0	0
Other	0	0	40	20	7	11	4	10	6	0

TABLE 6

Jail Medical Budget/Actual: Mono County

FISCAL YEAR	BUDGET	ACTUAL
11/12	\$108,675.00	\$48,204.00
12/13	\$101,500.00	\$132,676.00
13/14	\$100,900.00	\$141,035.00
14/15	\$92,500.00	\$52,045.00
15/16	\$133,500.00	\$126,619.00
16/17	\$160,000.00	\$93,569.00
17/18	\$122,000.00	\$121,182.00
18/19	\$160,000.00	\$117,834.00

CHART 2

Jail Medical Costs

STRATEGIC AND Financial Planning

In 2011, counties were tasked with developing Local Implementation Plans to provide a strategy in realigning state public safety functions to their local jurisdictions. Subsequent Legislative Bills provided a guaranteed source of funding established by an amendment to the California Constitution. Each county receives a percentage of the total that the state allocates based on a formula. Mono County receives 0.05273932% of the total amount approved by the state and has received \$3.8 Million for fiscal years 2011/12 through 2018/19 (see **CHART 3- Allocated Funding FY 11/12/-18/19**). The Mono County Community Corrections Partnership Executive Committee ensures that fiscal policy and community correctional practices are aligned to promote a strategy that meets the county's needs and resources.

Justice reinvestment is a key component in the Public Safety Reinvestment Act. Penal Code § 3450(b)(7) defines justice reinvestment as a data-driven approach to reduce corrections and related criminal justice spending and then reinvest those savings in strategies designed to increase public safety. The purpose is to generate savings that can be reinvested in evidence-based strategies and increase public safety while holding individuals accountable. Public Safety Realignment placed responsibility on local jurisdictions and brought with it, numerous challenges for small rural communities with few resources. However, it provided an opportunity to develop new and alternative resources and connections.



Judge Mark Magit congratulating a drug court participant.

2011 IMPLEMENTATION PLAN Outcomes

The 2011 Implementation Plan identified three expected outcomes. As needs and expectations of conjoined criminal justice agencies progressed, objectives and outcomes changed in order to meet the needs of Mono County. The initial 2011 outcomes follow below.

Outcome 1: The first outcome was the implementation of a streamlined and efficient system in Mono County to manage the additional responsibilities brought about by Realignment. Measurement of this outcome was justice partner feedback on the effectiveness of mechanisms to collaboratively address Realignment issues. The Community Corrections Partnership General Committee met quarterly and addressed issues pertaining to evidence-based treatment, supervision, detainment, preservation of victim's rights, and worked to ensure that all systems were working together efficiently.

Outcome 2: The second outcome was the implementation of a system that protected public safety and utilized best practices in recidivism reduction. Mono County's probation failure rate is exceptionally low and attributable to the efforts of all members of the Community Corrections Partnership. Because of the collaboration between justice partners in small rural communities, like Mono County, services are delivered in a timely manner, concerns are raised and addressed immediately. The CCP believes that the rate of failure for PRCS and Mandatory Supervision is most likely due to the lack of services while individuals were detained in both prison and local jail. The CCP has devised a plan to improve the services for those two groups going forward.

Outcome 3: The third outcome was the implementation of a system that effectively utilized alternatives to pre-trial and post-conviction incarceration where appropriate. Probation implemented pre-trial services to reduce the number of individuals detained as well as to provide services within the community. Electronic monitoring was also expanded for defendants released from custody while pending an outcome of their court case. This allowed more treatment and service opportunities for individuals in need of those services.

CHART 3 *Mono County Allocated Budget, 11/12-19/20

Revenue, Approved CCP Expenditures and Growth

REALIGNMENT	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
Revenue	210,936	289,115	342,623	428,294	559,072	622,092	654,528	691,514	709,644
Approved CCP Expenditures	220,094	683,076	830,549	836,549	871,554	831,554	984,754	684,754	885,720
Growth	0	115,162	61,942	44,224	44,112	64,197	37,939	26,129	0

*Government Code §30029.05(2) and Government Code §30029.07(e). FY no estimated growth for 19/20.

Goals, Objectives, and Outcomes

years 2011 through 2019. Appendix A illustrates funding for each year for the funding of each project and department (page 21).

GOAL 1

Enhance Public Safety by Reducing Recidivism

Recidivism reduction is the primary goal of Mono County Realignment efforts. Given the predominantly high-risk realigned population and high-risk probationers being served, reduction in recidivism is paramount. Implementation of evidence-based practices is integrated throughout the probation process. Evidence-based practices are supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under probation, parole, or post-release supervision (Penal Code §1229(d)). Drug Court, a collaborative court, began in 2014 to provide a more directed and supportive treatment milieu using EBP. It allowed the court more options in treating alcohol and drug abuse while supporting long-term recovery.

Objectives:

- Deliver evidence-based programming that is matched to the needs of the individual
- Support professional training to advance system-wide knowledge of evidence-based practices in the criminal justice field

Outcomes:

- The results of evidence-based assessments were incorporated into sentencing reports and revocation petitions for realigned and probation offenders
- Training related to evidence-based practices and/or interventions was made available to all justice partners
- Supervision of probationers was in alignment with field supervision matrix
- Training was provided for justice partners on Post-Release Community Supervision and Mandatory Supervision
- Key staff were trained on Motivational Interviewing
- Training was provided on Risk Management and Pre-trial Supervision
- Implemented graduated sanctions and incentives
- Added two (2) deputy probation officers
- Key staff were trained in MRT and MRT was provided in-custody and in the community
- Training was provided to all justice partners on racial and ethnic disparity
- Changed the STRONG Risk/Needs Assessment to the Ohio Risk Assessment System (ORAS)
- Implemented GPS and other electronic monitoring
- Implemented Drug Court, a collaborative court
- Implemented Pre-Trial Services with one Deputy Probation Officer assigned to caseload
- Implemented Reentry Community Services at the jail

- Implemented cognitive based programming with individuals when the needs assessment indicated a need for specific services

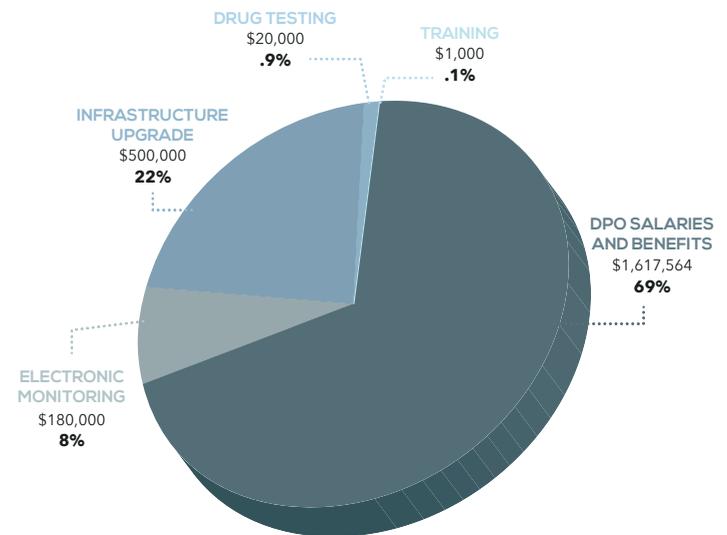
GOAL 2

Provide for Successful Reentry of Offenders to the

GRAPH: GOAL 1

Enhance Public Safety by Reducing Recidivism

TOTAL: \$2,318,564



Community

Local stakeholders recognize that the reentry period is a crucial window of opportunity to influence individual success, but equally can be fraught with challenges that increase an individual's likelihood to reoffend.

Objectives:

- Provide services and treatment to individuals in partnership with existing community providers
- Facilitate access to sober living and transitional housing as well as long-term housing
- Strive to support the specialized needs of individuals to improve their successful reentry into the community

Outcomes:

- Provided trauma informed treatment interventions
- Increased participation in cognitive behavioral treatment such as Cognitive Behavioral Journaling and Thinking for a Change
- Provided access to psychiatric services through telemedicine
- Provided reentry services
- Provided transitional housing
- Provided limited exit assistance for inmates
- Provided alcohol and drug counseling
- Provided Moral Reconation Therapy

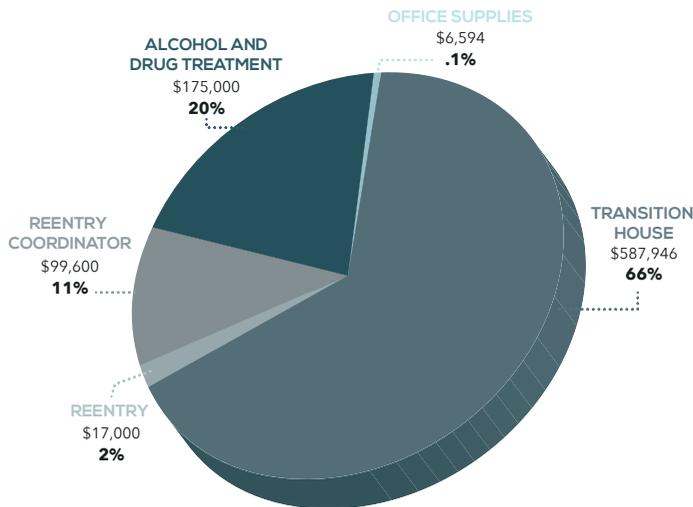
- Provided inmates opportunities for work while in-custody

GOAL 3 In-custody Supervision and Management

GRAPH: GOAL 2

Provide for Successful Reentry of Offenders to the Community

TOTAL: \$886,140



Mono County has one jail located in the northern portion of the County. It was built in 1964, expanded in 1988, and was intended to house inmates for up to one year. To address the needs of incoming individuals requiring long-term stays and flash incarcerations, funding was dedicated to the jail and toward a grant match for building a new jail to accommodate the expectations of long-term stays. A funded jail position assisted with supervision as well as supervised community work crews within the community. Along with the age of the jail, safety equipment such as dispatch, needed an upgrade to ensure the safety of Sheriff's staff as well as probation.

Objectives:

- Expand the use of an evidence-based assessment tool for pre-trial and post-sentence jail release decisions
- Improve Dispatch for safety of Sheriff's Office deputies and probation
- Assist with grant match for building of new jail
- Strive to maximize jail capacity by appropriately identifying inmates who can safely be released and those who should be held in physical custody
- Ensure evidence-based risk assessment information is available for inmates in the county jail

Outcomes:

- Funded the grant match for building the new jail
- Funded one (1) full time Public Safety Officer position
- Funded a portion of medical care for inmates
- Contracted with selected agency and replaced aging dispatch services
- Jail staff provided inmate work crews for community projects

- For FY 17/18 through 18/19, began pre-trial services using the ORAS PAT

- Added one (1) Public Safety Officer

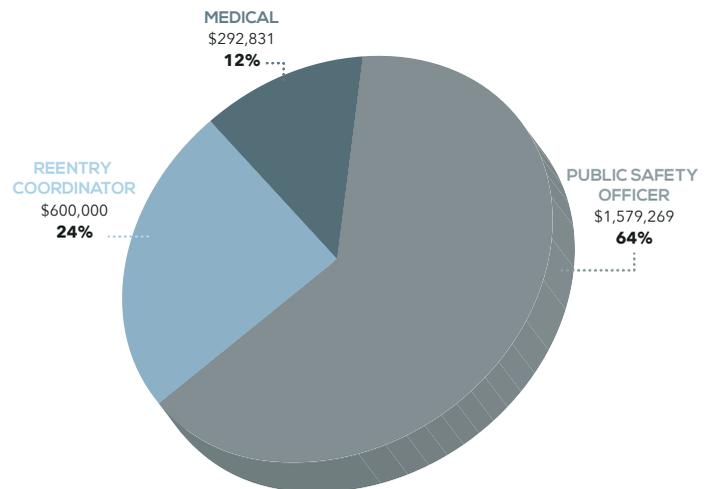
GOAL 4 Victim Services and Drug Interdiction

Victim Services was added in FY 12/13 through FY17/18 as a funded program. A Victim Advocate was assigned to the District

GRAPH: GOAL 3

In-custody Supervision and Management

TOTAL: \$2,472,100



Attorney's Office to assist victims associated with realigned cases and individuals sentenced to probation. It was critical to recognize the needs of victims and to provide a clear orientation to the criminal justice system. The Advocate provided guidance to the criminal justice system victims, worked closely with the Deputy District Attorneys to provide victim impact statements, obtained statements of loss for restitution orders at sentencing, acted as a liaison for the Restitution Court, and assisted with Court Security safety planning.

Also funded from FY15/16 through FY18/19 were Drug Interdiction programs. An Opiate Crisis Consultant/Committee was established, and a plan implemented. A Drug Interdiction Investigator was also dedicated from the District Attorney's Office. The District Attorney also established a diversion program.

Objectives:

- Provide victim assistance established in compliance with Marsy's Law
- Explore and prepare a plan to reduce the rising level of drug cases

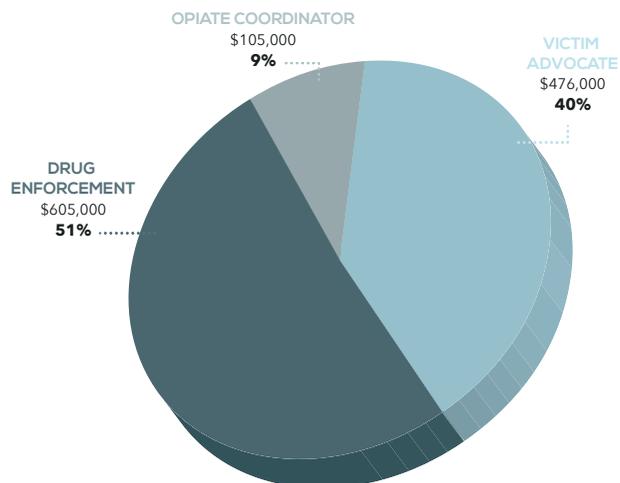
Outcomes:

- An investigator in the District Attorney's Office was assigned drug cases
- A victim advocate position was established and filled
- An opiate crisis committee was led by a consultant resulting in a community plan

Beginning in FY11/12, the CCP established a plan to increase evidence-based community and in-custody supervision and multi-agency training for the justice partners. Funding was also allocated

to the District Attorney's Office and the Public Defender to assist with the increase in cases.

GRAPH: GOAL 4
Victim Services and Drug Interdiction
 TOTAL: \$1,186,000



APPENDIX A
Project and Department Funding
2011-2020

CCP-AB109 11-12 Budget

DEPARTMENT	USE/PROJECT	AMOUNT
District Attorney	Office supplies	\$1,797.00
Multi-Agency	Training	\$1,000.00
Probation	DPO Salaries & Benefits	\$158,000.00
Public Defender	Office supplies	\$1,797.00
Sheriff's Office	PSO Salaries & Benefits/Medical	\$57,500.00
TOTAL		\$220,094.00

CCP-AB109 12-13 Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug	\$50,000.00
District Attorney	Victim Advocacy	\$13,000.00
Probation	DPO Salaries & Benefits	\$108,076.00
Probation	Electronic Monitoring	\$40,000.00
Public Defender	Office supplies	\$3,000.00
Sheriff's Office	PSO Salaries & Benefits/Medical	\$416,000.00
Contingency	Davidson House	\$53,000.00
TOTAL		\$683,076.00

Mono County CCP-AB109 F/Y 2013/14 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Probation	DPO Salaries & Benefits	\$108,076.00
Probation	Electronic Monitoring	\$40,000.00
Sheriff's Office	Orbacom Upgrade	\$250,000.00
Sheriff's Office	PSO Salaries & Benefits	\$122,169.00
Sheriff's Office	In Custody Medical Costs AB109	\$42,831.00
Sub-committee	Davidson Transitional	\$267,473.00
TOTAL		\$830,549.00

CCP-AB109 14-15 Budget

DEPARTMENT	USE/PROJECT	AMOUNT
District Attorney	Victim Advocacy	\$13,000.00
Probation	DPO Salaries & Benefits	\$108,076.00
Probation	Electronic Monitoring	\$40,000.00
Public Defender	Office supplies	\$3,000.00
Sheriff's Office	Orbacom Upgrade	\$250,000.00
Sheriff's Office	PSO Salaries & Benefits	\$115,000.00
Sheriff's Office	In Custody Medical Costs AB109	\$50,000.00
Sub-committee	Jail & Transitional Programs	\$267,473.00
TOTAL		\$846,549.00

Mono County CCP-AB109 F/Y 2015/16 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug	\$25,000.00
District Attorney	Victim Assistance	\$150,000.00
District Attorney	Drug Enforcement	\$255,000.00
Probation	DPO Salaries & Benefits	\$216,084.00
Probation	Electronic Monitoring	\$10,000.00
Sheriff's Office	PSO Salaries & Benefits	\$173,720.00
Sheriff's Office	In Custody Medical Costs AB109	\$40,000.00
Social Services	Re-entry Needs	\$1,750.00
TOTAL		\$871,554.00

Mono County CCP-AB109 F/Y 2016/17 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug	\$25,000.00
District Attorney	Victims Assistance Program	\$150,000.00
District Attorney	Drug Enforcement - Investigator	\$200,000.00
Probation	DPO Salaries & Benefits	\$216,084.00
Probation	Electronic Monitoring	\$10,000.00
Sheriff's Office	PSO Salaries & Benefits	\$173,720.00
Sheriff's Office	Re-entry Coordinator	\$15,000.00
Sheriff's Office	In Custody Medical Costs AB109	\$40,000.00
Social Services	Inmate Daypack Project	\$1,750.00
TOTAL		\$831,554.00

Mono County CCP-AB109 F/Y 2017/18 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug	\$25,000.00
Behavioral Health	Opiate Coordinator	\$35,000.00
CAO	Jail Grant Match	\$300,000.00
District Attorney	Victims Assistance Program	\$150,000.00
Probation	DPO Salaries & Benefits	\$216,084.00
Probation	Electronic Monitoring	\$10,000.00
Sheriff's Office	PSO Salaries & Benefits	\$173,720.00
Sheriff's Office	Re-entry Coordinator	\$28,200.00
Sheriff's Office	In Custody Medical Costs AB109	\$40,000.00
Sheriff's Office	Re-entry Needs	\$6,750.00
TOTAL		\$984,754.00

Mono County CCP-AB109 F/Y 2019/20 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug	\$25,000.00
Behavioral Health	Opiate Coordinator	\$35,000.00
CAO	Jail Grant Match	\$300,000.00
Probation	DPO Salaries & Benefits	\$271,000.00
Probation	Electronic Monitoring	\$20,000.00
Probation	Drug Testing	\$20,000.00
Sheriff's Office	PSO Salaries & Benefits	\$173,720.00
Sheriff's Office	Re-entry Coordinator	\$28,200.00
Sheriff's Office	In Custody Medical Costs AB109	\$40,000.00
TOTAL		\$912,920.00

Mono County CCP-AB109 F/Y 2018/19 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug	\$25,000.00
Behavioral Health	Opiate Coordinator	\$35,000.00
District Attorney	Investigator Position	\$150,000.00
Probation	DPO Salaries & Benefits	\$216,084.00
Probation	Electronic Monitoring	\$10,000.00
Sheriff's Office	PSO Salaries & Benefits	\$173,720.00
Sheriff's Office	Re-entry Coordinator	\$28,200.00
Sheriff's Office	In Custody Medical Costs AB109	\$40,000.00
Sheriff's Office	Re-entry Needs	\$6,750.00
Sheriff's Office	Re-entry Needs	\$6,750.00
TOTAL		\$684,754.00



Mono Lake, Mono County.

Trends

Realignment and Proposition 47, The Safe Neighborhoods and Schools Act, were meant to reduce the prison population. They both influenced and continue to affect the California criminal justice system. When AB 109 passed in 2011, California noticed a spike in property crime. When Proposition 47 passed in 2014, which reduced the sentences for low level drug offenses and some property crimes to misdemeanors, California recorded another spike in property crimes. This spike was more notably for property crimes and some violent crimes (see **TABLE 7 - California Department of Justice-Arrests All Counties 2011-2019**). In Mono County, there was also an increase in violent crimes and domestic violence callouts. (see **TABLE 4 - California Department of Justice-Arrests: Mono County** and **TABLE 3 - California Department of Justice-Domestic Violence Related Calls: Mono County**)

In addition to the increase in violent and property crimes in 2014, Mono County also experienced a noticeable decrease in participation of alternative courts, specifically Drug Court. The cause for decreased participation was due to the Court's inability to adequately motivate drug offenders into treatment; an individual could spend less time in custody and complete their sentence in jail rather than complete an 18-month to three-year program. Prior to Realignment, courts had more leverage in ordering a defendant to either participate and successfully complete a Drug Court program for 18 months or go to state prison for up to three years. Under these rules, individuals would typically choose Drug Court. However, since Realignment and Proposition 47, some drug offenses only carry a one-year maximum penalty. Proposition 47 reclassified drug possession offenses under Health and Safety Code sections 11350, 11357(a) [concentrated cannabis], and 11377 as strictly misdemeanors punishable by up to one-year in county jail. As with the theft offenses, these new misdemeanor provisions did not apply to persons with one or more prior convictions for offenses specified under Penal Code section 667(e)(2)(C)(iv) or for certain sex offenses that required registration under Penal Code section

290(c). Therefore, if an individual was not committed to getting sober, it was easier to choose 365 days in jail instead of an 18-month program.

In Mono County, Drug Court was implemented in 2014. This program has been successful in helping individuals achieve sobriety and reduce recidivism. Mono County Drug Court has had a success rate of 50%, in which participants have not committed another crime or have not relapsed on drugs or alcohol. Unfortunately, just as the state has seen a decline in participation, so has Mono County. The slow decline in participation and referrals began in 2015. It is expected that this decline in Drug Court referrals and participation will continue into 2020 and for the foreseeable future.

The research regarding the spike in crime is not unanimous as to whether Realignment directly caused the increase in crime, however, it does agree that Realignment affected each county differently. When Realignment was adopted, the counties were not given a specific plan on how to reduce the prison population or how to handle the new caseloads of PRCS and mandatory supervision individuals. The state provided funding and vague guidelines only; therefore, counties decided their own important goals, their objectives in meeting them, how to reduce the prison population, and how to supervise their new caseloads. Counties invested their funding in new jails, new programming, training, new hires, community resources, reentry programs, and many other areas. Despite each of these investments, all counties saw an increase in the failure rates of their PRCS and mandatory supervision population. In the two years following Realignment, Mono County recorded a 2% increase in recidivism. In 2018, the County recorded a 5% increase in failure rates. For Mono County, these numbers appear extremely skewed because of the small population. Two failures out of a population of 14,000 will be higher than the same percentage of failures with a population of 100,000.

In late 2017, Mono County Probation evaluated the high

TABLE 7

California Arrests, Counties 2010-2019

State of California Department of Justice- Open Justice Offenses: All, Ages: All, Gender: All, Ethnicities: All

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Felony	396,532	376,511	393,439	411,929	412,307	293,367	289,204	286,651	285,249	277,221
Violent Offenses	102,937	98,660	97,732	94,820	99,767	102,415	101,849	104,187	105,141	101,656
Property Offenses	100,328	90,145	95,889	95,201	87,627	67,285	69,640	70,987	68,162	64,327
Drug Offenses	115,089	110,535	117,350	133,727	133,996	43,096	37,655	29,279	27,889	26,854
Sex Offenses	6,678	6,374	6,233	5,838	5,256	4,927	4,718	4,896	4,667	4,931
Other Offenses	71,500	70,797	76,235	82,343	85,616	75,644	75,342	77,302	79,390	79,453
Misdemeanor	812,026	741,122	724,337	696,670	713,715	793,522	768,812	754,183	760,022	735,220
Status Offenses	0	0	0	0	0	0	0	0	0	0

failure rate of PRCS and Mandatory Supervision. The team was tasked with evaluating the failure rate and identifying the variables impacting Realignment individuals as compared to probationers. The team identified some of the root causes as a lack of transportation, lack of affordable housing, lack of EBP treatment programs in prison, and an increase in criminal thinking (as assessed by ORAS). Some PRCS individuals committed offenses while visiting Mono County, which resulted in having no connection to the community, nor homes or jobs, and were ultimately transferred to their home county when possible. Individuals leaving secure custody also did not have reliable transportation, which made it a challenge to attend their assigned treatment or programs. While the team could not change the lack of services in state or local jail, they could add programs for Mandatory Supervision individuals while detained.

Another recognized trend is the need for specific therapy strategies that seek to decrease recidivism by increasing moral reasoning. Moral Reconciliation Therapy, an evidence-based practice, seeks to make improvements in moral reasoning and decision making. It helps individuals acknowledge that there are consequences to their behavior and actions. The MRT treatment approach has proven successful in changing negative behavior patterns among substance abusing individuals. MRT was implemented by Mono County Behavioral Health and Probation in the jail in 2016 and in the community in 2018. Moral Reconciliation Therapy is a systematic treatment strategy that seeks to decrease recidivism among adult criminal offenders by increasing moral reasoning.

The recommendations for resolution of elevated failure rates were as follows:

- Swift sanctions and flash incarceration,
- Mandatory MRT as a condition of supervision,
- Increased contacts with individuals, and
- Consideration of rehabilitation for alcohol and drug and/or dual diagnosis patients.

Since implementation of these responses, there have been less

probation failures. Mono County has seen a reduction of failures from three (3) in 2017 to zero (0) in 2019.

Another area contributing to the failure of PRCS, mandatory supervision, and probation is the lack of programming and assessment in the local jail. Mono County jail was constructed to be a short-term facility with inmates in jail for no more than 365 days. Before AB 109, any defendant sentenced to more than 365 days to be served would be moved to state prison to serve their time. Since the passing of AB 109, individuals can serve sentences longer than 365 days in the Mono County Jail. To date, the longest jail sentence served in Mono County is five years. The Mono County jail was not prepared or equipped to provide adequate programming such as education, drug and alcohol counseling, evidence-based programming requiring behavioral modification, and many other services that the state prisons were better equipped to provide given their large spaces, classrooms, medical facilities, and funding.

To begin providing services to inmates, Sheriff Ingrid Braun and Kathy Peterson, Director of Social Services, collaborated to enter a contract with Community Services Solutions, a company that would meet with inmates at the jail and refer them to services. The CCP funded this service. This process was helpful in identifying the needs of each individual inmate, but the needed to be expanded. Thus, the justice partners created a system to ensure probation, behavioral health, education, and/or social services received referrals through one person, a Reentry Probation Officer, who would oversee the process. Not only was programming lacking within the jail, but a treatment system was needed in the community that was an extension of the treatment in the jail. For individuals to be successful in reentry, they must work with professionals to address the behavioral and cognitive patterns that led to their sentence and to prevent future criminal violations. This type of programming is limited in the community; however, the Probation Department and the Behavioral Health Department currently offer Moral Reconciliation Therapy, which is a behavioral therapy program that supports and encourages individuals to change their behavior and alter how they make decisions about right and wrong.



Debra Stewart, Alcohol and Drug Counselor.



Richard Bonneau, Alcohol and Drug Counselor.

2020 GOALS AND OBJECTIVES

The Next Five Years

In 2019, the Community Corrections Partnership General Committee examined the data and programs of the first nine years and conducted an analysis to ensure the goal of justice reinvestment was being achieved. The analysis included the identification of gaps in services and programming, as well as opportunities for improvements. The analysis was careful to maintain focus on evidence-based strategy with the goal of increasing public safety while holding justice-involved individuals accountable. The CCP also included an examination of data gathering needs to enhance realignment goals and made recommendations regarding integrating behavioral health treatment and community corrections strategies into practices specific to the enhancement of community awareness of and involvement in the realignment process (see **APPENDIX B-1 and B-2**).

Workgroups were identified and members volunteered for one of three groups: Group 1 - Provide for successful reentry of offenders to the community, Group 2 - Enhance public safety by reducing recidivism, and Group 3 - Establish a data sharing and management committee.

GOALS 1 AND 2

Goals 1 and 2 are plan revisions of the FY2011/12 through FY2018/19 Goals 1 and 2 of the same titles, respectively. As a result of the gap analysis, each area identified strategies that would improve outcomes (see Appendix B - Objectives, Strategies and Outcomes Matrix). Groups 1 and 2 combined at the end of the analysis to provide gap analysis addressing the overlap of objectives given they were mutual objectives.

Objective 1: Provide for the Successful Reentry of Offenders to the Community

To achieve this objective, several points were identified that necessitated the creation of a multi-disciplinary reentry team for the purpose of preparing a case plan before and during reentry.

Outcomes anticipated for Objective 1 are: (1) team members and agencies identified, (2) a Reentry Coordinator (Deputy Probation Officer) will be identified and assigned, (3) frequency and focus of meetings identified, (4) team members area of responsibility outlined, and (5) a software program identified for sharing information while maintaining confidentiality and security of information.

Objective 2: Create a Standardized Collaborative Reentry Plan

Strategies include identifying the level of assistance needed by an individual, what services are necessary and what classes are required of the individual. Strategies will also include research for additional classes to be offered through the jail's current contracted service, EDOVO.

Outcomes anticipated for Objective 2 are: (1) provision of in-custody services tailored for the individual, (2) creation of methodology to identify the level of assistance the individual needs, and (3) provide the programs that an individual can participate in.

Objective 3: Design a Transportation Plan for Probationers and Pretrial Defendants

On many occasions, individuals do not have the means to travel

to their home, temporary home, treatment, or programming. The CCP General Committee believes it can solve this challenge by securing a Memorandum of Understanding (MOU) between Probation and the Sheriff's Office and establish a contract with the Eastern Sierra Transit authority and other transportation vendors.

Outcome anticipated for Objective 3 is: Through collaboration, agencies and vendors will cooperate to transport probationers, specifically high-risk probationers, thus assisting in the success of their reentry programming.

Objective 4: Provide Transitional Housing

This is an important aspect of the success of reentry and probation. Research is clear that a safe, sober living place contributes to reentry success. Currently, there is no transitional housing in Mono County. There are several rooms available through Mono County Behavioral Health, however a prospective tenant must have seen Behavioral Health for treatment to qualify for residence. Otherwise, very few housing options exist for released inmates. A recommended strategy is to research available property and housing possibilities in Mono County, such as a mobile home. It is also recommended to research transitional housing programs throughout California to review their guidelines and address any legal issues.

Outcomes anticipated for Objective 4 are: (1) identify short-term housing alternatives while individuals reintegrate into the community, (2) offer sober living facilities, (3) provide more structure for probationers, (4) establish transitional housing, and (5) provide residency rules.

Objective 5: Establish a Community Advisory Board (CAB)

A CAB is a citizen voice for the criminal justice system. Citizens are invited to participate and provide input, research community issues, and make recommendations to the CCP Executive Committee. A CAB includes the Chief of Probation and a Probation Manager. Strategically, matters are reviewed, minutes taken, and issues are presented before the CCP Executive Committee.

Outcomes anticipated for Objective 5 are: (1) educating the community, building infrastructure for gathering community input, and representing the voices of the community, (2) recommended suggestions or projects are submitted to the CCP Executive Committee, (3) fostering the efforts of public and community-based agencies to work collaboratively, and (4) building trust while acknowledging inherent imbalances in authority.

GOAL 3

Establish a Data Committee to explore the data exchange, software, infrastructure, process, and governance between participating agencies to enhance the ability to collect and analyze data on shared individuals. Insular management systems occur generally when technical architecture, either application or data, are incompatible. This separation is not due to bounded rationality but architecture of data systems. In some cases, such as the case of reentry which may include medical, behavioral health, and eligibility information, confidentiality plays a

Objectives: Strategies And Outcomes

OBJECTIVES	STRATEGIES	OUTCOMES
<p>Create a Multidisciplinary Reentry Team for the purpose of preparing a case plan before and during reentry</p> <p>1</p>	<ul style="list-style-type: none"> Identify Members: CSS, BH, SS, Probation - Officer Leianna Daley as Reentry Coordinator. Establish frequency of meetings: pre-trial, while participant is being established, prior to re-entry, in case of flash-incarceration Identify each member's area of responsibility Share information across organizations 	<ul style="list-style-type: none"> Team members and agencies identified Probation Officer Reentry Coordinator will be the dedicated contact person to assist probationers and inmates in completing probation terms and conditions. Team will ensure that case plan leads probationers to successfully complete probation requirements or supervision. Frequency and focus of meetings established Team members areas of responsibility identified Software identified for sharing of information while maintaining security of information
<p>Create Collaborative Reentry Plan</p> <p>2</p>	<ul style="list-style-type: none"> Determine level of assistance needed by participant to meet probation and reentry goals Determine services required by participant during detainment and after reentry Provide statutorily required classes by identifying agencies or businesses that can provide these classes (BH, Wild Iris) <ul style="list-style-type: none"> Identify qualified employee who can administer classes Hire qualified employee to administer classes if necessary Offer classes in both North and South County Offer educational and mandatory services in the jail <ul style="list-style-type: none"> Utilize iPads for GED prep and other school related services (e.g. high school diploma, adult education, workforce training) Allow inmates to begin statutorily mandated classes on iPads (DUI, DV, Parenting, etc ...) Establish educational courses delivered by distance learning pathways (exp. Skype) Establish face-to-face classroom opportunities and safety protocols Research and Fund purchases of all devices and equipment required Research and deliver secured internet access 	<ul style="list-style-type: none"> Services required by participant identified <ul style="list-style-type: none"> Provide educational opportunities that may be required by the Court Level of assistance required by participant determined Allows inmates to participate in evidence based programs while in custody Assists Jail staff by providing constructive activities for detainees Lead to higher success of detainees completing classes if already started while in custody Provide educational opportunities that may assist detainees in gaining employment, and/or continuing education after reentry Detainees enrolled in classes would be motivators to each other and possibly other inmates not enrolled Identify software for education
<p>Establish a plan for transportation of participants</p> <p>3</p>	<ul style="list-style-type: none"> Contact Lyft, ESTA, Town taxi companies for possible contract for transportation MOU with Sheriff's Office and Probation for transportation 	<ul style="list-style-type: none"> Establish MOU and/or contract for transportation of participants
<p>Establish Transitional Housing for Participates in North, Middle, and South-County</p> <p>4</p>	<ul style="list-style-type: none"> Search for available property for development and/or contract with existing developed housing Collaborate with BH for probationers to use their traditional house for those individuals who meet their criteria. Research funding Establish guidelines for use of and length of use of housing 	<ul style="list-style-type: none"> Gives probationers, PRCS, Mandatory Supervision clients a short-term housing alternative while they reintegrate with society Offers them a sober living facility with other sober living individuals who they can use as a support system More structure to those probationers who need it Transitional housing is developed Residency rules are established
<p>Community Advisory Board</p> <p>5</p>	<ul style="list-style-type: none"> Identify members with expertise in adult education within a correctional setting, domestic violence prevention, workforce development, behavioral health issues, post-release reentry services, services for reentering persons, criminal and drug court, and law and policy related issues of the formerly incarcerated and crime survivors <ul style="list-style-type: none"> Chamber of Commerce, business owners (Shell, DIV, Mountain), former clients, Wounded Warrior, Cerro Coso Community College Research what this CAB will advise the Executive Committee 	<ul style="list-style-type: none"> Educating the community, building infrastructure for gathering community input and representing the voices of the community Advising the CCP Executive Committee on best and evidence-based practices as well as the diverse community views about criminal justice reform and justice reinvestment Fostering the efforts of public and community-based agencies to work collaboratively, build trust while acknowledging inherent imbalances in authority Executive Committee will be in charge of recruiting

Objectives: Strategies And Outcomes

OBJECTIVES	STRATEGIES	OUTCOMES
<p>To Provide a Case Management System that Meets All Partner's Needs</p> <p>6</p>	<ul style="list-style-type: none"> • Complete variable identification • Staff appointed for probation data planning group (PDPG) • Review Case Management systems that can query and meet expectations (WIN/IOS) • Announce bid • Select CMS, begin process migration, training, implementation 	<ul style="list-style-type: none"> • Variable identification to meet all needs • Established Probation Data Planning Group members • Review of each bid and capabilities • Submitted Bid • Acquire a case management system through procurement
<p>To Determine Services Needing Data Tracking</p> <p>7</p>	<ul style="list-style-type: none"> • Each department identifies evidence-based services • Identify each variable 	<ul style="list-style-type: none"> • Ensure relevant variables are identified and all groups and departments collaboratively agree.
<p>To Identify Variables for Placement Efficacy</p> <p>8</p>	<ul style="list-style-type: none"> • Identify placements used or will potentially use • Identify placements by service or diagnostic focus • Identify variables to be followed (e.g., time placed, entry from drug court, etc.) • Identify Placement Team 	<ul style="list-style-type: none"> • A list of placements as well as those under contract • A list of placements by diagnosis • A list identifying all variables in EBP services as well as those collaboratively identified • Placement Team/Adult Multidisciplinary Team • To design a system to inform outcomes of placements
<p>To Design a Qualitative and Quantitative Assessment of the Probationer's Experience</p> <p>9</p>	<ul style="list-style-type: none"> • Create an exit survey • Create a viable, repeatable method to acquire information • Design procedure to ensure consistency of application • Training to be conducted on survey procedure 	<ul style="list-style-type: none"> • Design a qualitative and quantitative survey of probationer's experience • Design and implement training for administering surveys • Completed procedure • Ensure data acquired is compatible with new CMS system
<p>To Determine Reentry Population Profile</p> <p>10</p>	<ul style="list-style-type: none"> • To determine variables needed of reentry offenders • To determine office of responsibilities to enter data and time required • Establish MOU if necessary • Identify a system to enter reentry information 	<ul style="list-style-type: none"> • Variables identified • Roles, responsibilities and actions are identified in MOU • Variables are entered in compliance with the MOU or other agreement. • A system is in place that allows for a profile be developed for those involved with reentry
<p>Establish a Data Committee</p> <p>11</p>	<ul style="list-style-type: none"> • Identify committee members that leads data use, systemic needs, and policy discussions specific to reentry – Probation Data Planning Group • Procedure to be developed for acquisition and entry of data • Any necessary intergovernmental agreements or MOU 	<ul style="list-style-type: none"> • Committee members Identified • Procedure and Areas of responsibilities prepared collaboratively • Memos of Understanding or other Agreements in place • A committee is identified that oversees data and usage

significant role. Agencies have limits sharing information and some are also constrained by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The data committee will propose a recommended system which will establish an inclusive management system where each relevant agency will have access to data and identify those data fields which are critical in ensuring successful reentry. Within this virtual milieu, HIPAA information would be protected while probation, jail, education, Community Services Solutions, and behavioral health access needed information. The data committee will continue to work to also identify additional data fields with the long-term expectation of collecting data for reports.

Objective 6: To Provide a Case Management System

Considering realignment and community supervision, data informs justice partners on a direction based on results. Such evidence-based decision making informs cost-benefits for programming and illuminates policy decisions.

The intended outcome of this objective is to acquire a case management system through procurement and contract that meets all justice partner's needs. Activities associated with this objective are: (1) variable identification, (2) appointment of a Data Planning group, (3) a completed list of case management capabilities, (4) completion of procurement process, and (5) identification of CMS selected with contract and training established for implementation.

Objective 7: To Determine Services for Data Tracking

It is critical to ensure relevant variables are identified and meet the needs of all justice partners. Probably the most difficult process is to identify each specific variable relevant to the justice partner, define the evidence-based process and what may be shared amongst agencies.

The intended outcomes for this Objective are: (1) each agency identifies specific evidence-based services and (2) each service has specific measurable variables identified.

Objective 8: To Determine Placement Efficacy

Given Mono County has no placement services available to our mutual population, each placement out of county will be identified by frequency used, the population need they serve (e.g., substance abuse), and overall efficacy. To use limited CCP funding for placements, effectiveness will be a consideration for informing future use.

The intended outcomes for this Objectives are: (1) identify a list of approved placements, (2) complete contracts with placement, (3) a list of placements by their clinical focus (e.g., dual diagnosis services), (4) a list of variables for CMS input that would assist in proper placement, (5) identify a standing multi-agency Placement Team.

Objective 9: To Measure a Client's Qualitative and Quantitative Experience

It is important to understand the experiences of the client or probationer throughout the criminal justice process.

The intended outcomes are: (1) to create an exit survey, (2) create a method to acquire information and data, (3) design a procedure for gathering information confidentially and anonymously, and (4) ensure training is provided to those overseeing the process.

Objective 10: To Determine Reentry Population Profile

A system should be in place to provide more appropriate plans and services for those reentering the community. Equally important is to have a case management system that is open to specific users to enter data without compromising confidentiality. The data gathered and analyzed will better guide reentry teams.

The intended outcomes are: (1) to determine variables of reentry clients to be entered, (2) involved the Probation Data Planning Group in identifying and integrating data, and (3) identify that platform or system that will allow for data along with an interagency agreement as to how data is entered and accessed.

Objective 11: To Establish a Data Committee

It will be critical to appoint a data committee that oversees data and usage. This committee will consider data use, systemic needs, and policy discussions. They will also oversee the Data Planning Group. Because of the interagency data entry and use, standardized procedures will be critical for oversight.

Intended outcomes are: (1) Committee members are identified and approved by the CCP Executive Committee and (2) a procedure will be developed describing how data will be acquired, entered, stored and accessed and as approved by the CCP Executive Committee.



Drug Court Participant receiving recognition from Judge Stan Eller.

Objectives: Measurement and Resources

OBJECTIVES	INTENDED OUTCOMES	ACTIVITIES	RESOURCES NEEDED	AGENCIES INVOLVED	MEASURE SUCCESS	ESTIMATED COST
<p>Create a Multidisciplinary Reentry Team for the Purpose of Creating a Plan Before and During Reentry</p>	Participant receives services needed and plan is extended to community supervision	<ul style="list-style-type: none"> a. Identify members of team b. Identify how meetings will occur and frequency c. Identify shared case management system 	<p>Staff time MOU for each department</p> <p>IT to establish distance communication ability</p>	<p>CSS</p> <p>BH</p> <p>Probation</p> <p>Social Services</p>	<p>Team is organized with identified staff</p> <p>Team members area of responsibility identified</p> <p>Team members identify training required</p> <p>Team begins to meet at beginning of contact with participants</p> <p>Shared case management system is acquired, staff trained, MOU complete</p>	<p>\$20-30,000 reentry case management system</p>
<p>Create Collaborative Reentry Plan with Services</p>	<p>Detainee receives individualized services and case plan is extended to community supervision for continuity of services</p>	<ul style="list-style-type: none"> a. Create Needs Assessment form, process, procedure information sharing, establish forms and protocols b. Access and record shared information c. Identify educational programs that are compatible with Jail security d. Identify IT software needed for online educational programs e. Investigate internet connectedness at facility f. Secure MOUs and contracts with service providers 	<p>Assessment Form</p> <p>Share Information Form</p> <p>Identify product either select or create</p> <p>Secure internet connection at the Jail</p> <p>Tech devices to access said programs online</p> <p>Safe, limited and secure internet access</p> <p>Devices</p> <p>Internet access</p> <p>Space/classroom/ Meeting space</p>	<p>CSS</p> <p>Sheriff's Department (Jail)</p> <p>BH</p> <p>Probation</p> <p>Social Services</p> <p>Legal Department (County counsel)</p> <p>County IT</p> <p>MCOE AEP</p>	<p>Team delivers assessment</p> <p>Probation delivers ORAS Risk Needs Assessment</p> <p>Departments can freely share information</p> <p>Team easily accesses and records notes</p> <p>Secure and limited internet access is provided to inmates for specific purposes</p> <p>Participants are receiving services online, completing mandated classes online, pursuing educational opportunities online</p>	<p>\$±7,800 and \$3,000 Tablets</p> <p>Annual self- replacement program is 25% or \$1,950 and \$750 respectively</p> <p>Edovo costs: \$2.50 per tablet per day. One tablet costs of \$915.50 per year. For 10 tablets are \$9,125 per year and for 20 tablets per year it is \$18,250. Costs depend on number of inmates and types of classes.</p>
<p>Establish a Plan for Transportation of Participants</p>	<p>Detainees or probationers could continue with services mandated by Court or other services identified in the case plan</p>	<ul style="list-style-type: none"> a. Identify vendors or agencies to provide transportation of participants 	<p>Contract/MOU with: Lyft, Mammoth Taxi, ESTA- Dial a Ride, and/ or Sheriff's Dept</p>	<p>CSS</p> <p>Probation</p> <p>Sheriff's Depart</p>	<p>Transportation will be easily accessed and inexpensive) or free) to participants</p>	<p>\$±5000 to cover cost of Mammoth Taxi or ESTA dial a ride/passes</p>
<p>Establish Transitional Housing for Participants In North, Middle, and South-County</p>	<p>Participant would have a safe, short- term housing option</p>	<ul style="list-style-type: none"> a. Identify properties for placement of short-term housing b. Identify hotels/motels for short-term housing 	<p>Mobile homes or trailers that meet private property requirements</p> <p>Property for placement of mobile homes or trailers</p> <p>Create MOUs and establish requirements for housing participants</p>	<p>CSS</p> <p>BH</p> <p>Probation</p> <p>Social Services</p> <p>MCOE</p>	<p>At least one to two -bedroom is available for short-term housing in each region of the county</p> <p>At least 2 hotel rooms in each region of county has an MOU for short-term housing of participants</p>	<p>\$±18,000 per year for space rental.</p> <p>\$±80,000-\$100,000 for mobile home one time cost.</p> <p>DMV fees \$250 annually</p>
<p>Community Advisory Board</p>	<p>Provide a voice for the community and involvement on criminal justice issues</p>	<ul style="list-style-type: none"> a. Identify members of the community b. Identify plan for participants to apply c. Provide procedures for CAB 	<p>Refreshments for the CAB participants</p> <p>Time of CAB Coordinator and Chief of Probation</p>	<p>CCP Executive Team</p> <p>CCP General Committee</p>	<ul style="list-style-type: none"> 1. Completed meetings with minutes 2. Involvement with the Court and Probation events 3. Number of recommendations to the CCP 	

OBJECTIVES	INTENDED OUTCOMES	ACTIVITIES	RESOURCES NEEDED	AGENCIES INVOLVED	MEASURE SUCCESS	ESTIMATED COST
6 To provide a case management system that meets all partner's needs.	A case management system is acquired that meets all needs	<ul style="list-style-type: none"> a. Variable identification b. Staff appointed to PDPG c. Identify CMS providers d. Announce bid e. Collaboratively select CMS and Procure 	<p>Criminal justice partners will review the current system/variables</p> <p>Staff time</p> <p>Hardware to interconnect key agencies</p>	<ul style="list-style-type: none"> Probation IT BH Social Services District Attorney Superior Court Public Health Sheriff's Office State Agency County Counsel Finance Community Services Solutions (CSS) 	<ul style="list-style-type: none"> Variables are identified by each agency Data Program Group formed List of CMS providers County Counsel approves bid Contracts and MOU completed Training completed System meets needs 	<ul style="list-style-type: none"> Cost of Training (to be funded by probation) Cost of CMS (to be funded by probation) Personnel Time
7 To Determine Services Needing Data Tracking	Relevant variables are identified and all groups and departments agree	<ul style="list-style-type: none"> a. Each department identifies evidence based services b. Identify each variable 	<p>Criminal justice partners will review the current system/variables</p> <p>Staff time</p> <p>Hardware to interconnect key agencies</p>	<ul style="list-style-type: none"> Probation IT BH Social Services District Attorney Superior Court Public Health Sheriff's Office State Agency County Counsel Finance Community Services Solutions (CSS) 	<ul style="list-style-type: none"> List of EBP services All variables are identified by each agency All variables are tied to EBP 	Personnel Time
8 To Identify Variables for Placement Efficacy	Design a system to inform outcome of placements	<ul style="list-style-type: none"> a. Identify placements used or will potentially use b. Identify placements by service or diagnosis c. Identify variables to be followed (e.g., entry from drug court, relapse) d. Identify placement team 	<p>Criminal justice partners will review the current system/variables</p> <p>Staff time</p> <p>Hardware to interconnect key agencies</p> <p>Research indicating correlating variables</p>	<ul style="list-style-type: none"> Probation IT BH Social Services Public Health Finance Community Services Solutions (CSS) 	<ul style="list-style-type: none"> List of approved placements Completion of contracts for placement Variables for CMS Variables associated with success A team established with procedure and MOU Training as identified 	<ul style="list-style-type: none"> Personnel Time Training \$10-20K (Probation to purchase) Placement contracts \$30-50K
9 To Design a Qualitative and Quantitative Assessment of the Probationer's Experience	A qualitative/quantitative assessment of probationer's experience	<ul style="list-style-type: none"> a. Create an exit survey b. Evaluate means to acquire information c. Collaboratively create procedure to ensure consistency of application d. Training to be conducted on procedure 	<p>Data Planning Group to identify questions and types of format</p> <p>Tablets</p> <p>Program to upload to</p> <p>Team to write procedure</p> <p>Team to write training as it applies to procedure</p>	<ul style="list-style-type: none"> Probation IT BH Social Services Public Health Finance Community Services Solutions (CSS) 	<ul style="list-style-type: none"> Identify services wanting to measure (e.g., MRT, probation, drug court, etc) Identified questions Identified program Identified variables to be measured Individuals given exit interview and survey 30 days before end of supervision System to compile narrative responses CMS allows for surveys and interviews to be downloaded Exit Survey Procedure completed Exit survey procedure training completed 	<ul style="list-style-type: none"> Personnel time Tablets Programs for narrative compilation

APPENDIX B, 2 (continued)

Objectives: Measurement And Resources

OBJECTIVES	INTENDED OUTCOMES	ACTIVITIES	RESOURCES NEEDED	AGENCIES INVOLVED	MEASURE SUCCESS	ESTIMATED COST
To Determine Reentry Population Profile 10	Design a system to identify Reentry population	a. Determine variables of reentry offender b. Staff appointed to PDPG for reentry c. Identify a system to enter reentry information	List of each variable CMS System or program to enter information MOU or agreement	Probation IT BH Social Services Public Health Finance Community Services Solutions (CSS)	All variables identified by each agency All variables identified by reentry PDPG for reentry formed System that communicates with CMS if separate A system that is available to all partners	Personnel time
Establish a Data Committee 11	A committee that oversees data and usage	a. Identify members that leads data use, systemic needs, and policy issue discussions specific to reentry b. Procedure developed for acquisition of data	Members of CCP and Mono County with skill in data base development	Probation IT BH Social Services Public Health Community Services Solutions (CSS) Others identified	To identify committee members Procedure describing how data will be acquired, entered, stored and access completed	Personnel time



Drug Court Graduation

Closing

It is the Mono County Community Corrections Partnership's desire to internalize lessons from the past nine years and invest in those practices leading to success as well as implement changes to assist individuals in achieving their goals.

In response to the CCP General Committee gap analysis and strategic planning, new objectives and anticipated outcomes serve as a map for the next five years. Further, data development allows for the CCP to evaluate this Public Safety Strategy for efficacy and cost effectiveness. Whether the building of a new jail, enhancement of jail programming, jail education, pretrial development, reentry plans, community engagement, or data development and sharing, we will continue to collaborate with justice partners to provide an inclusive community corrections plan.

ATTACHMENT (Referenced in Table 1, page 13)

Summary of Reentry Coordinator Services 2016-2020						
Mono County Jail						
	2016	2017	2018	2019	2020	Total
Mental Health	4	20	31	43	5	103
Substance Abuse	15	26	16	49	4	106
Domestic Violence	3	5	9	5	0	22
Health Care Services	3	8	11	13	2	35
Housing Services	8	28	39	47	0	122
Income Support / Benefits	0	0	25	20	3	45
Food & Clothing	15	37	19	29	0	100
Employment & Training	13	25	18	56	3	112
Probation	0	6	9	13	7	28
Other Needs	16	65	91	213	42	385
Releases of Information	1	17	40	48	11	106
All Total Services (2016-2019)	78	237	308	536	77	1164
Had Health Insurance (upon Incarceration)	51	146	113	112	30	452
Completed Medi-Cal Application (while incarcerated)	26	31	23	35	10	125
Declined Health Insurance enrollment	14	36	31	39	4	124
Total Inmates Interviewed	91	213	167	186	44	701

Summary of Reentry Coordinator Services 2016													
Mono County Jail													
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
Mental Health								2	2	0	0	0	4
Substance Abuse								1	3	3	7	1	15
Domestic Violence								0	0	0	3	0	3
Health Care Services								0	3	0	0	0	3
Housing Services								1	1	3	3	0	8
Income Support / Benefits								0	0	0	0	0	0
Food & Clothing								3	4	2	4	2	15
Employment & Training								1	3	4	4	1	13
Probation								0	0	0	0	0	0
Other Needs								6	5	2	0	3	16
Releases of Information								0	0	0	0	1	1
All Total Services (2018)								14	21	14	21	8	78
Had Health Insurance (upon Incarceration)								5	8	13	16	9	51
Completed Medi-Cal Application (while incarcerated)								6	10	5	3	2	26
Declined Health Insurance enrollment								3	3	2	3	3	14
Total Inmates Interviewed								14	21	20	22	14	91

Summary of Reentry Coordinator Services 2017

Mono County Jail

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
Mental Health	2	2	3	1	1	2	3	2	1	0	2	1	20
Substance Abuse	4	3	2	1	2	2	0	4	3	1	3	1	26
Domestic Violence	0	1	1	1	0	0	0	0	0	0	0	2	5
Health Care Services	2	0	1	1	2	0	0	2	0	0	0	0	8
Housing Services	3	3	2	2	1	1	1	5	5	3	2	0	28
Income Support / Benefits	0	0	0	0	0	0	0	0	0	0	0	0	0
Food & Clothing	4	3	9	6	3	3	0	2	2	1	3	1	37
Employment & Training	3	3	3	0	2	2	1	4	3	2	1	1	25
Probation	0	0	0	0	0	1	0	0	1	0	3	1	6
Other Needs	12	11	1	3	1	3	4	8	0	7	10	5	65
Releases of Information	0	0	0	0	0	0	0	5	1	5	4	2	17
All Total Services (2018)	30	26	22	15	12	14	9	32	16	19	28	14	237
Had Health Insurance (upon Incarceration)	11	20	14	10	12	12	12	10	11	10	16	8	146
Completed Medi-Cal Application (while incarcerated)	2	1	4	3	3	2	0	2	6	3	3	2	31
Declined Health Insurance enrollment	1	1	0	3	1	8	7	7	5	3	0	0	36
Total Inmates Interviewed	14	22	18	16	16	22	19	19	22	16	19	10	213

Summary of Reentry Coordinator Services 2018

Mono County Jail

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
Mental Health	4	4	1	1	4	2	3	0	0	3	5	4	31
Substance Abuse	2	2	0	0	2	1	1	0	0	5	2	1	16
Domestic Violence	3	0	0	0	0	1	0	0	2	0	2	1	9
Health Care Services	0	1	0	1	0	1	1	1	1	2	1	2	11
Housing Services	3	0	7	3	0	7	3	0	1	6	4	5	39
Income Support / Benefits	0	0	0	0	2	11	4	2	4	0	0	2	25
Food & Clothing	1	2	3	7	0	0	0	0	0	4	1	1	19
Employment & Training	0	2	2	1	0	4	0	2	3	0	2	2	18
Probation	0	0	3	2	2	1	0	0	0	0	0	1	9
Other Needs	17	11	11	5	5	7	9	6	7	1	8	4	91
Releases of Information	2	3	1	1	3	1	0	4	3	6	3	13	40
All Total Services (2018)	32	25	28	21	18	36	21	15	21	27	28	36	167
Had Health Insurance (upon Incarceration)	9	13	11	7	11	8	12	7	8	5	13	9	113
Completed Medi-Cal Application (while incarcerated)	3	1	2	3	1	2	1	2	2	3	2	1	23
Declined Health Insurance enrollment	2	4	1	2	1	5	2	0	3	4	4	3	31
Total Inmates Interviewed	14	18	14	12	13	15	15	9	13	12	19	13	167

Summary of Reentry Coordinator Services 2019

Mono County Jail

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
Mental Health	5	3	4	5	5	9	5	2	1	2	1	1	43
Substance Abuse	1	9	3	4	9	5	8	8	0	0	0	2	49
Domestic Violence	0	0	1	1	0	0	0	2	0	0	0	1	5
Health Care Services	1	2	1	0	1	1	2	1	1	1	0	2	13
Housing Services	2	0	1	7	0	10	14	6	0	6	1	0	47
Income Support / Benefits	1	0	0	0	2	3	0	0	0	4	6	4	20
Food & Clothing	0	0	1	4	5	6	4	2	1	3	2	1	29
Employment & Training	6	3	3	3	2	15	13	7	3	0	1	0	56
Probation	0	0	1	2	1	1	0	0	0	0	1	7	13
Other Needs	5	8	15	19	22	16	24	22	35	23	15	9	213
Releases of Information	0	2	4	8	13	2	2	3	0	6	2	6	48
All Total Services (2019)	21	27	34	53	60	68	72	53	41	45	29	33	536
Had Health Insurance (upon Incarceration)	8	9	5	12	11	10	13	8	8	15	6	7	112
Completed Medi-Cal Application (while incarcerated)	4	2	1	1	4	1	2	3	6	3	5	3	35
Declined Health Insurance enrollment	3	1	5	6	6	2	8	1	0	1	5	1	39
Total Inmates Interviewed	15	12	11	19	21	13	23	12	14	19	16	11	186

Summary of Reentry Coordinator Services 2020

Mono County Jail

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
Mental Health	3	2	0	Covid	Covid	Covid							5
Substance Abuse	0	4	0										4
Domestic Violence	0	0	0										0
Health Care Services	0	2	0										2
Housing Services	0	0	0										0
Income Support / Benefits	0	3	0										3
Food & Clothing	0	0	0										0
Employment & Training	0	3	0										3
Probation	7	0	0										7
Other Needs	15	10	17										42
Releases of Information	4	6	1										11
All Total Services (2019)	29	30	18	0	77								
Had Health Insurance (upon Incarceration)	12	9	9										30
Completed Medi-Cal Application (while incarcerated)	3	3	4										10
Declined Health Insurance enrollment	1	1	2										4
Total Inmates Interviewed	14	13	15	0	44								



Hot Creek, Mammoth Lakes.

ADDENDUM

Implementation Plan Update

STRATEGIES FOR FISCAL YEAR 2020-2021

This Community Public Safety Realignment Plan update is submitted by the Mono County Community Corrections Partnership (CCP) Executive Committee, pursuant to AB 74, the California Budget Act of 2020.

The implementation of the Public Safety Realignment Act of 2011 (AB 109) allowed Mono County justice partners and community organizations to come together with one vision and a united mission. The vision was to forge an alliance with community and justice partners committed to providing evidence-based practices to our communities to bring superior pretrial, reentry, community supervision and rehabilitative services through communication, confluence, and cooperation. The formation of the Community Corrections Partnership (CCP) gave voice to the challenges of the system and provided an atmosphere for change. The CCP has prioritized using evidence-based practices and programs to help system involved adults achieve success. The CCP's collaboration continues to strive to meet the needs of the clients, reduce the jail population by providing alternative programs, and successfully guiding clients through the reentry and rehabilitation processes.

Ten years after the implementation of AB 109, Mono County continues its investment in reentry and rehabilitative evidence-based practices designed to assist individuals in the criminal justice system by focusing on their individualized needs and ultimately, the reduction of recidivism. The evidence-based programs and plans offered by Mono County Probation's programs are tailored to address the needs of both incarcerated and out-of-custody clients. The types of services offered to these individuals may include group counseling, one-on-one counseling, drug court, residential treatment programs, Moral Reconciliation Therapy, Cognitive Behavioral Journaling, Batterer's Intervention and Motivational Interviewing. These programs are implemented through the cooperation of the Mono County Superior Court, Behavioral Health, Probation, and third-party providers.

These programs promote the continual mission of the Mono County Probation Department to protect the community and preserve victim's rights by holding individuals accountable through the implementation of evidence-based practices and rehabilitative services. The Public Safety Realignment funds allow Mono County to continue to provide these services to justice-involved persons, train more probation officers and mental health counselors, and contract with third party providers to ensure Mono County continues to meet its Goals and eleven (11) Objectives identified by the CCP Executive Committee in their Public Safety Realignment Report.

The purpose of this report is to provide an update concerning Mono County's progress in meeting its goals and objectives and demonstrate how its funds are being utilized to meet those goals and objectives. As indicated (see APPENDIX B, 3), FY 20-21 was an unusual year due to the Pandemic. To determine the impact of new programs and statute changes, an evaluation of data beyond the pandemic will be imperative.

GOALS AND OBJECTIVES

The Goals and Objectives targeted by Mono County for the Five Year Plan were as follows (for more detail, see pgs. 26-32):

1. Establish a multidisciplinary reentry team to create an individualized plan for each individual before, during and after incarceration.
2. Create a collaborative reentry plan with services.
3. Create a transportation plan to assist individuals in getting to programs and services.
4. Establish transitional housing sites and program.
5. Form a Community Advisory Board.
6. Determine services needing data tracking.
7. To identify variables to be measured for reporting and tracking.
8. Determine placement efficacy by tracking individual outcomes.
9. Design a qualitative and quantitative survey of probationer's and participant's experiences to measure subjective and objective satisfaction and efficacy.
10. Determine reentry population profile.
11. Establish an ongoing data committee.

UPDATE ON GOALS AND OBJECTIVES

The fiscal year of 2020-2021, was a year of challenges for Mono County. The sustaining world-wide COVID-19 pandemic continued to alter everyday life for Mono County Justice Partners, justice involved persons, and third-party providers by challenging our traditional way of thinking and forcing us to create new methods to meet the individualized needs of the clients while pursuing our intended goals, objectives, and outcomes. For example, the pandemic allowed the justice partners to utilize Zoom and Microsoft Teams to conduct Court hearings, provide evidence-based programs such as Moral Reconciliation Therapy, Batterer's Intervention, mental health services, and care and coordination for each justice involved individual by the Reentry Team.

The following are the updates for the goals, objectives, and outcomes for fiscal year 2020-2021 (see also APPENDIX B, 3):

1. Create a multidisciplinary reentry team for the purpose of preparing a case plan before and during reentry.

The Mono County Probation Department took the lead and established a multidisciplinary reentry team consisting of members from Mono County Behavioral Health, Community Services Solutions, Mono County Department of Social Services, Mono County Office of Education, and Mono County Sheriff's Department (jail staff). The Reentry Coordinator and team leader is Probation Officer Leianna Daley. Members of the multidisciplinary reentry team meets every other Wednesday to discuss the reentry services provided to in-custody and out-of-custody individuals needing pre-trial services as well

Objectives: Strategies, Outcomes and Progress

OBJECTIVES	STRATEGIES	OUTCOMES	PROGRESS
<p>1</p> <p>Create a Multidisciplinary Reentry Team for the purpose of preparing a case plan before and during reentry</p>	<ul style="list-style-type: none"> Identify Members: CSS, BH, SS, Probation - Officer Leianna Daley as Reentry Coordinator. Establish frequency of meetings: pre-trial, while participant is being established, prior to re-entry, in case of flash-incarceration Identify each member's area of responsibility Share information across organizations 	<ul style="list-style-type: none"> Team members and agencies identified Probation Officer Reentry Coordinator will be the dedicated contact person to assist probationers and inmates in completing probation terms and conditions. Team will ensure that case plan leads probationers to successfully complete probation requirements or supervision. Frequency and focus of meetings established Team members areas of responsibility identified Software identified for sharing of information while maintaining security of information 	<ul style="list-style-type: none"> Probation extended an invitation to Behavioral Health, Community Services Solutions, Department of Social Services, Mono County Office of Education, and Jail staff to participate. All have agreed and provided a representative to participate as the reentry team. Officer Leianna Daley has coordinated weekly reentry meetings and has established a system where all inmates and probationers in need of reentry services are being discussed and addressed. The group meets every other week for 1 hour on Wednesdays from 11:30am to 12:30pm The Reentry Coordinator creates agendas, sets meeting invites via Microsoft Teams, checks in with each team member for completed tasks, provides updates to each member, and keeps record of cases and updates. Currently Sharepoint has been created to share information about a reentry client.
<p>2</p> <p>Create Collaborative Reentry Plan</p>	<ul style="list-style-type: none"> Determine level of assistance needed by participant to meet probation and reentry goals Determine services required by participant during detention and after reentry Provide statutorily required classes by identifying agencies or businesses that can provide these classes (BH, Wild Iris) <ul style="list-style-type: none"> Identify qualified employee who can administer classes Hire qualified employee to administer classes if necessary Offer classes in both North and South County Offer educational and mandatory services in the jail <ul style="list-style-type: none"> Utilize iPads for GED prep and other school related services (e.g. high school diploma, adult education, workforce training) Allow inmates to begin statutorily mandated classes on iPads (DUI, DV, Parenting, etc ...) Establish educational courses delivered by distance learning pathways (exp. Skype) Establish face-to-face classroom opportunities and safety protocols Research and Fund purchases of all devices and equipment required Research and deliver secured internet access 	<ul style="list-style-type: none"> Services required by participant identified <ul style="list-style-type: none"> Provide educational opportunities that may be required by the Court Level of assistance required by participant determined Allows inmates to participate in evidence based programs while in custody Assists Jail staff by providing constructive activities for detainees Lead to higher success of detainees completing classes if already started while in custody Provide educational opportunities that may assist detainees in gaining employment, and/or continuing education after reentry Detainees enrolled in classes would be motivators to each other and possibly other inmates not enrolled Identify software for education 	<ul style="list-style-type: none"> Reentry group meetings held bi-weekly are used to discuss cases and provide the services necessary. Various assessments are used to determine level of assistance, such as ORAS, ASAM, ASI, mental health assessment, and psychiatric assessment. Ongoing MRT services, individual counseling through North American Mental Health Services, and working with the jail to get more programs up and running. In progress Collaboration with Behavioral Health and NAMHS In progress In progress In progress
<p>3</p> <p>Establish a plan for transportation of participants</p>	<ul style="list-style-type: none"> Contact Lyft, ESTA, Town taxi companies for possible contract for transportation MOU with Sheriff's Office and Probation for transportation 	<ul style="list-style-type: none"> Establish MOU and/or contract for transportation of participants 	<ul style="list-style-type: none"> Pending development and action
<p>4</p> <p>Establish Transitional Housing for Participants in North, Middle, and South-County</p>	<ul style="list-style-type: none"> Search for available property for development and/or contract with existing developed housing Collaborate with BH for probationers to use their traditional house for those individuals who meet their criteria. Research funding Establish guidelines for use of and length of use of housing 	<ul style="list-style-type: none"> Gives probationers, PRCS, Mandatory Supervision clients a short-term housing alternative while they reintegrate with society Offers them a sober living facility with other sober living individuals who they can use as a support system More structure to those probationers who need it Transitional housing is developed Residency rules are established 	<ul style="list-style-type: none"> In progress - looking to create a contract/MOU with Bridport Indian Colony to rent a studio in Bridgeport. Currently referring probationers to BH to become candidates for their transitional housing. In progress - providing a warm hand off from the reentry team to the assigned officer has helped meet the probationer's needs. Pending development and action Pending development and action
<p>5</p> <p>Community Advisory Board</p>	<ul style="list-style-type: none"> Identify members with expertise in adult education within a correctional setting, domestic violence prevention, workforce development, behavioral health issues, post-release reentry services, services for reentering persons, criminal and drug court, and law and policy related issues of the formerly incarcerated and crime survivors <ul style="list-style-type: none"> Chamber of Commerce, business owners (Shell, DIV, Mountain), former clients, Wounded Warrior, Cerro Coso Community College Research what this CAB will advise the Executive Committee 	<ul style="list-style-type: none"> Educating the community, building infrastructure for gathering community input and representing the voices of the community Advising the CCP Executive Committee on best and evidence-based practices as well as the diverse community views about criminal justice reform and justice reinvestment Fostering the efforts of public and community-based agencies to work collaboratively, build trust while acknowledging inherent imbalances in authority Executive Committee will be in charge of recruiting 	<ul style="list-style-type: none"> Pending development and action Pending development and action Pending development and action Pending development and action

Objectives: Strategies, Outcomes and Progress

OBJECTIVES	STRATEGIES	OUTCOMES	PROGRESS
<p>To Provide a Case Management System that Meets All Partner's Needs</p> <p>6</p>	<ul style="list-style-type: none"> Complete variable identification Staff appointed for probation data planning group (PDPG) Review Case Management systems that can query and meet expectations (WIN/IOS) Announce bid Select CMS, begin process migration, training, implementation 	<ul style="list-style-type: none"> Variable identification to meet all needs Established Probation Data Planning Group members Review of each bid and capabilities Submitted bid Acquire a case management system through procurement 	<ul style="list-style-type: none"> Probation variables identified, creating survey to be sent out to all other partners to identify other department variables Group members established within probation department Presentations from three CMS vendors, AutoMon, Tyler Supervision and Journal Technologies, received two proposals (bids). Working with I.T. and Tyler Supervision to determine security of their CMS system and review capabilities Negotiating with Tyler Supervision In progress
<p>To Determine Services Needing Data Tracking</p>	<ul style="list-style-type: none"> Each department identifies evidence-based services Identify each variable 	<ul style="list-style-type: none"> Ensure relevant variables are identified and all groups and departments collaboratively agree 	<ul style="list-style-type: none"> Creating survey to determine services needing tracking and identify variables to be tracked
<p>To Identify Variables for Placement Efficacy</p> <p>8</p>	<ul style="list-style-type: none"> Identify placements used or will potentially use Identify placements by service or diagnostic focus Identify variables to be followed (e.g., time placed, entry from drug court, etc.) Identify Placement Team 	<ul style="list-style-type: none"> A list of placements as well as those under contract A list of placements by diagnosis A list identifying all variables in EBP services as well as those collaboratively identified Placement Team/Adult Multidisciplinary Team To design a system to inform outcomes of placements 	<ul style="list-style-type: none"> Erin V. started working on a list of placements In progress In progress MDT - Team has been identified and has been meeting regularly In progress
<p>To Design a Qualitative and Quantitative Assessment of the Probationer's Experience</p>	<ul style="list-style-type: none"> Create an exit survey Create a viable, repeatable method to acquire information Design procedure to ensure consistency of application Training to be conducted on survey procedure 	<ul style="list-style-type: none"> Design a qualitative and quantitative survey of probationer's experience Design and implement training for administering surveys Completed procedure Ensure data acquired is compatible with new CMS system 	<ul style="list-style-type: none"> Pending development and action Pending development and action Identifying capabilities of new CMS
<p>To Determine Reentry Population Profile</p> <p>10</p>	<ul style="list-style-type: none"> To determine variables needed of reentry offenders To determine office of responsibilities to enter data and time required Establish MOU if necessary Identify a system to enter reentry information 	<ul style="list-style-type: none"> Variables identified Roles, responsibilities and actions are identified in MOU Variables are entered in compliance with the MOU or other agreement A system is in place that allows for a profile be developed for those involved with reentry 	<ul style="list-style-type: none"> In progress In progress Pending development and action Pending development and action
<p>Establish a Data Committee</p> <p>11</p>	<ul style="list-style-type: none"> Identify committee members that leads data use, systemic needs, and policy discussions specific to reentry - Probation Data Planning Group Procedure to be developed for acquisition and entry of data Any necessary intergovernmental agreements or MOU 	<ul style="list-style-type: none"> Committee members identified Procedure and Areas of responsibilities prepared collaboratively Memos of Understanding or other Agreements in place A committee is identified that oversees data and usage 	<ul style="list-style-type: none"> Members Identified In progress Pending development and action In progress

as sentenced individuals being supervised by the probation department. The multidisciplinary reentry team utilizes a SharePoint database for up to the minute details regarding each individual's plan and status updates. The Reentry Coordinator is responsible for assisting each member in completing their tasks, getting task updates, keeping updated records, and assisting team members in finding solution to obstacles that arise in a person's case plan.

2. Create a collaborative reentry plan with services.

Every other week, the multidisciplinary reentry team meets to discuss individuals referred to the team. The purpose of these meetings is to create a reentry plan tailored to meet the individual needs of the client. The type of plan devised by the team depends upon the needs of the client, which are determined by interviews with the client, mental health assessments, an intake sheet completed by Community Services Solutions, interviews with a client's family, and other possible needs identified from a client's attorney. The various assessments used may include an Ohio Risk Assessment System (ORAS), American Society of Addiction Medicine, Criteria Multidimensional Assessment (ASAM), Addiction Severity Index (ASI), or a psychiatric evaluation by a psychiatrist to determine if medication for a client is necessary. Once the assessments are completed, the services provided may include Moral Reconation Therapy, individual counseling through North American Mental Health Services, and group or individual counseling through Mono County Behavioral Health or Probation. Other services that may be included in the plan involve educational opportunities, workplace training, and finding transitional housing.

The multidisciplinary reentry team continues to work with the Office of Education and county jail to provide more educational classes and opportunities to in-custody individuals by either using the Endovo system on the tablets provided to the individuals or finding other ways to offer GED classes, training, or continuing educational classes. This is an ongoing process, and the multidisciplinary reentry team is continuing to try to find ways to expand our current offering of classes and trainings to incarcerated persons.

3. Create a transportation plan to assist individuals in getting to programs and services.

Mono County is a 120-mile-long rural county with very limited public and private transportation options for people who live outside of Mammoth Lakes, the only incorporated city in Mono County. The justice partners are continuing to try to find ways to provide transportation services to those who need assistance. For emergency and short-term solutions, the CCP Justice Partners have used bus vouchers, dial-a-ride services, and even probation officers to transport individuals to their meetings and appointments. However, these are not long-term solutions and the CCP Justice Partners are continuing to try to find a long-term solution to meet this objective.

4. Establish transitional housing sites and program.

The CCP Justice Partners have entered discussions with various housing providers, communities, and Mono County to find transitional housing for justice involved persons. Currently, the Mono County Behavioral Health has a sober living house for Behavioral Health clients, which could be used by justice involved persons should they qualify for the services of Behavioral Health.

For those clients that do not qualify for Behavioral Health services, the CCP has discussed renting a studio from the Bridgeport Indian Colony as temporary, short-term, or emergency housing for clients. CCP justice partners are also engaged in talks with IMACA to obtain FEMA trailers to possibly place on Mono County land to be used for short-term, temporary, or emergency housing for clients. These discussions are ongoing with the Bridgeport Indian Colony, Inyo Mono Advocates for Community Action (IMACA), and Mono County.

5. Community Advisory Board.

Mono County CCP has not begun establishing the Community Advisory Board and hopes to begin the process of identifying members for this board within the next calendar year as the impact of the pandemic lessens.

6. Determine services needing data tracking.

Mono County Probation Department is in the process of creating a questionnaire survey to send to the other justice partners to determine which services should be tracked. CCP recognizes each department uses different metrics to quantify their success rate of providing services. The survey will be designed to identify each of the different types of services that need to be tracked and how those departments track that data. Once this information is gathered, it will be presented to the CCP Executive Committee to discuss the appropriate case management system to be used by the justice partners.

7. To identify variables to be measured for reporting and tracking.

Mono County Probation is in the process of procuring a case management system that will meet the needs of each justice partner. Currently, the probation variables have been identified and a survey questionnaire is being developed to send to the other justice partners. The survey is to identify the needs of the other justice partners and the variables the other departments need to identify and quantify. The Probation Department received presentations from three case management vendors and is currently in the negotiation stages with a vendor regarding a case management system.

8. Determine placement efficacy by tracking individual outcomes.

The Mono County Probation Department has begun identifying the residential treatment programs and other treatment providers within the State of California that will meet the needs of our clients. Some of these treatment providers currently have contracts with Mono County Behavioral Health to provide services to Mono County individuals. Mono County currently has a contract with North American Mental Health Services for tele-psychiatry and Tarzana Treatment Center for in-patient services. Probation and Behavioral Health are continuing to explore other alternative treatment providers to ensure that Mono County can meet the individualized needs of the justice involved persons requiring these types of services. The providers include placement providers as well as evidence-based practice providers offering out-patient and tele-medicine services.

9. Design a qualitative and quantitative survey of probationer's and participant's experiences to measure subjective and objective satisfaction and efficacy.

Mono County CCP will begin development of the survey in FY 21/22 to invite reentry participants and probationers to share their experiences.

10. Determine reentry population profile.

The Mono County reentry program and team is within its first year of operation. Currently, the team has identified the variables to be quantified and the roles, responsibilities, and actions of each of the reentry team members. This information is being used to create the system that will allow Mono County to create the reentry population profile. Mono County is currently in the data gathering stage of this objective.

11. Establish an ongoing data committee.

Mono County established a data committee and assigned responsibilities to committee members. The purpose of the data committee is to gather all the quantifiable data from all CCP justice partners and teams, assemble the data into a readable format, and interpret the data to ensure that CCP is meeting their goals and objectives.

BUDGET

Fiscal year 2020-2021 uncertainty due to the pandemic and how it would affect the 2011 Realignment revenues meant adopting a conservative budget that would continue to provide for Public Safety Officer Salaries and Benefits, Inmate Medical needs, Deputy Probation Officer Salaries and Benefits, Drug and Alcohol Treatment Program and Electronic Monitoring Services. The adopted budget also focused on the first four objectives in our Public Safety Realignment Report. Below is a list of the objectives and outcomes that were supported by the allocation of funding in this budget year.

1. **Objective 1** - Create a Multidisciplinary Reentry Team for the purpose of preparing a case plan before and during reentry. Outcomes identified that were supported by the adopted budget were
 - A. Software identified for sharing of information while maintaining security of information - **\$30,000.**
2. **Objective 2** - Create Collaborative Reentry Plan. Outcomes identified that were supported by the adopted budget were
 - A. Offer educational and mandatory services while in custody - **\$18,250.**
3. **Objective 3** - Establish a plan for transportation of participants. Outcomes identified that were supported by the adopted budget were
 - A. Establish plan for the transportation of participants - **\$5,000.**
4. **Objective 4** - Establish Transitional housing for participants. Outcomes identified that were supported by the adopted budget were
 - A. Provide participants a short-term housing alternative while they reintegrate with society - **\$8,000.**

As our Multidisciplinary Team worked with reentry participants to determine the level of assistance needed and the services they required, it became apparent that there is an increasing need for a Mental Health Treatment Program. Moving forward into fiscal year 2021-2022 adopted budget, an allocation was made to contract for telepsychiatry services. The Reentry Mental Health Treatment Program has been allocated \$100,000 for psychological evaluations, mental health evaluations and clinical counseling both during detainment and after reentry into the community.

Mono County CCP-AB109 F/Y 2020/21 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug Program	\$25,000.00
Probation	DPO Salaries & Benefits	\$271,000.00
Probation	Electronic Monitoring	\$7,500.00
Sheriff's Office	PSO Salaries & Benefits	\$173,720.00
Sheriff's Office	Re-entry Coordinator	\$36,000.00
Sheriff's Office	In Custody Medical	\$40,000.00
Probation	Re-entry Case Management System	\$30,000.00
Sheriff's Office	In Custody Online Education Services	\$18,250.00
Probation	Transportation Services	\$5,000.00
Probation	Short-term Housing	\$8,000.00
Probation	Realignment Report Production Costs	\$3,900.00
TOTAL		\$618,370.00

Mono County CCP-AB109 F/Y 2021/22 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug Program	\$25,000.00
Probation	DPO Salaries & Benefits	\$284,550.00
Probation	Electronic Monitoring	\$10,000.00
Sheriff's Office	PSO Salaries & Benefits	\$182,406.00
Sheriff's Office	Re-entry Coordinator	\$43,200.00
Sheriff's Office	In Custody Medical	\$40,000.00
Probation	Re-entry Mental Health Treatment Program	\$100,000.00
TOTAL		\$685,156.00

CONCLUSION

Over the past year, Mono County CCP has continued to expand services to justice involved persons overcoming some of the challenges that exist by being a small but expansive rural county. The COVID-19 pandemic fostered many opportunities that did not previously exist, such as expanding tele-medicine and mental health services. Our ability to utilize these services and a broader scale allowed us to offer more extensive services that were not previously available. Mono County CCP recognizes the ongoing nature of CCP's rehabilitative efforts and will continue to utilize evidence-based practices to meet the needs of each justice involved person.

In the upcoming year, the Mono County CCP will increase reentry services within the jail population by expanding educational and training services to those incarcerated individuals. We will continue working on obtaining transitional or emergency housing for justice involved persons by working with housing agencies and Mono County to make this housing more accessible to those in need of emergency housing. A priority in the next year is to work on more stable transportation options to persons in more rural parts of Mono County to ensure they have access to the programs and classes identified in their individualized plans.



Public Safety Realignment Report
MONO COUNTY, CALIFORNIA
Report Design: SharpEndDesigns.com



R21-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE MONO COUNTY COMMUNITY CORRECTIONS
PARTNERSHIP EXECUTIVE COMMITTEE'S SUBMISSION OF THE
REALIGNMENT IMPLEMENTATION PLAN ANNUAL REPORT FOR 2021**

WHEREAS, the County of Mono maintains a Community Corrections Partnership pursuant to Penal Code 1230(2); and

WHEREAS, pursuant to Penal Code 1230.1(b), the Mono County Community Corrections Partnership Executive Committee voted to approve the Realignment Report and the Implementation Plan Annual Report for 2021 on November 24, 2021; and

WHEREAS, the Community Corrections Partnership presented the Realignment Report and the Implementation Plan Annual Report for 2021 on December 14, 2021 to the Board of Supervisors; and

WHEREAS, Senate Bill 74 Budget Act of 2020, Chapter 6 Corrections and Rehabilitation 5227-105-0001 For local assistance, Board of State and Community Corrections provisions state that *Counties are eligible to receive funding if they submit an updated Community Corrections Partnership plan and a report to the Board of State and Community Corrections by December 15, 2021, that provides information about the actual implementation of the 2020-21 Community Corrections Partnership plan accepted by the County Board of Supervisors pursuant to Section 1230.1 of the Penal Code. The report shall include, but not be limited to, progress in achieving outcome measures as identified in the plan or otherwise available. Additionally, the report shall include plans for the 2021-22 allocation of funds, including future outcome measures, programs and services, and funding priorities as identified in the plan accepted by the county Board of Supervisors.*

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono approves the Mono County Community Corrections Partnership Realignment Report

1 and Plan Annual Report for 2021 for submission to the Board of State and Community
2 Corrections.

3
4 **PASSED, APPROVED and ADOPTED** this 14th day of December 2021, by the
5 following vote, to wit:

6 **AYES:**

7 **NOES:**

8 **ABSENT:**

9 **ABSTAIN:**
10

11
12 _____
13 Jennifer Kreitz, Chair
14 Mono County Board of Supervisors

15 **ATTEST:**

APPROVED AS TO FORM:

16
17 _____
18 Clerk of the Board

19 _____
20 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

Departments: Solid Waste

TIME REQUIRED 30 minutes

SUBJECT Cal Recycle 1383 Model Ordinance

**PERSONS
APPEARING
BEFORE THE
BOARD**

Justin Nalder, Solid Waste
Superintendent

AGENDA DESCRIPTION:

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

Proposed ordinance implementing mandatory organic waste disposal reduction pursuant to Senate Bill 1383.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

SB1383 compliance places unfunded mandates on jurisdictions. The extent of those impacts are not yet known, as several program specifics are still forthcoming. It is anticipated that the majority of the impacts will be borne by the Solid Waste Enterprise Fund.

CONTACT NAME: Justin Nalder

PHONE/EMAIL: 760-932-5453 / jnalder@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report re SB 1383 Enforcement Ordinance
SB 1383 Enforcement Ordinance

History

Time	Who	Approval
12/9/2021 9:31 AM	County Counsel	Yes
12/9/2021 3:45 PM	Finance	Yes

12/10/2021 2:23 PM

County Administrative Office

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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: December 14, 2021

To: Honorable Board of Supervisors

From: Justin Nalder, Solid Waste Superintendent / Environmental Manager

Re: Mandatory Organic Waste Disposal Reduction Ordinance

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: SB1383 compliance places unfunded mandates on jurisdictions. The extent of those impacts are not yet known, as several program specifics are still forthcoming. It is anticipated that the majority of the impacts will be borne by the Solid Waste Enterprise Fund.

Background:

The Board may recall the Resolution Opting to Affirm an Exemption from the Requirements of Mandatory Organics Collection Services which was passed on November 9, 2021. SB1383 was primarily designed for population epicenters in California. Mono County represents such a small and insignificant portion of the total organics waste stream that a five-year rural waiver has been offered. Nevertheless, there are still many regulations for which Mono County will be held responsible for enforcing. CalRecycle requires that on or about January 1, 2022, counties demonstrate that they have an enforcement mechanism in place for those remaining regulations. CalRecycle has developed and distributed a model ordinance for counties to adopt that satisfies the requirements of such an enforcement mechanism.

A significant portion of the regulations for which local jurisdictions are required to adopt an enforcement mechanism concerns requirements for commercial edible food generators. The requirements for commercial edible food generators are broken out into two tiers. Tier I generators include supermarkets, grocery stores with a total facility size equal to or greater than 10,000 square feet, food service providers, food distributors and wholesale food vendors. There are no known organizations in Unincorporated Mono County which qualify as a Tier I generator.

Tier II generators include restaurants with 250 or more seats or a total facility size equal to or greater than 5,000 square feet, hotels with an onsite food facility and 200 or more rooms, health facilities with on-site food facility and 100 or more beds, large venues (more than 2,000 people), large events (more than 2,000 people), state agencies with a cafeteria with 250 or more seats, and local education agency facilities with on-site food facilities (school districts, charter schools, office of education).

Based on staff interpretation of the Ordinance and definitions, there will be only a few Tier 2 facilities within unincorporated Mono County – Eastern Sierra Unified School District campuses, and June

Mountain Ski Area. State law has established these facilities are required to comply with SB1383 by January 1, 2024

Any Tier 2 generator must contract or enter into an agreement with a food recovery organization to recover a maximum amount of food that would otherwise be disposed. The food recovery organization will be required to maintain records of all collected food.

Capacity planning will be required for edible food recovery as well as organic facility operators.

The enforcement mechanism, which is being proposed as an ordinance, will also need to cover compliance requirements with CalGreen Recycling requirements for construction projects as well as Model Water Efficiency Landscaping Ordinance Requirements. Both of these elements are already being implemented by the Community Development Department. This ordinance will simply be a formal recognition of acceptance and a means for enforcement.

Procurement by all Mono County departments will need to adhere to the Recycled Products Procurement Policy adopted with R01-06. The policy requires purchase of products with contain recycled materials when practicable. The definition of practicable is sufficient in quality, performance, and availability to meet the needs of the application for which it is intended at a reasonable price.

Jurisdictions, by this ordinance, will be authorized to conduct inspections and investigations on containers, loads, facilities and businesses, and private residential properties. Representatives who will conduct the inspections and investigations must be assigned by the jurisdiction. Jurisdiction must also assign a Jurisdiction Enforcement Official or representative to conduct enforcement for violations. The Procedures enforcement and imposition of fines will occur in a manner consistent with the County's current code enforcement procedures and may impose administrative fines as stated in the ordinance.

If you have any questions regarding this item, please contact me at 932-5453.

Respectfully submitted,



Justin Nalder
Solid Waste Superintendent

Attachments:

Proposed Ordinance
Recycled Products Procurement Policy



ORDINANCE NO. ORD21-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS IMPLEMENTING MANDATORY ORGANIC WASTE
DISPOSAL REDUCTION PURSUANT TO SENATE BILL 1383**

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

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

SECTION ONE: The Board adopts the following Mandatory Organic Waste Disposal Reduction Ordinance under Title 12 of the Mono County Code, Solid Waste. The first section shall be titled "Definitions" and shall read as follows:

1 “For the purposes of this chapter, the following terms and phrases shall have the
2 following definitions:

- 3 A. “CalRecycle” means California's Department of Resources Recycling and Recovery,
4 which is the Department designated with responsibility for developing, implementing,
5 and enforcing SB 1383 Regulations on Jurisdictions (and others).
- 6 B. “California Code of Regulations” or “CCR” means the State of California Code of
7 Regulations. CCR references in this ordinance are preceded with a number that refers
8 to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- 9 C. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship,
10 joint-stock company, corporation, or association, whether for-profit or nonprofit, strip
11 mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined
12 in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of
13 fewer than five (5) units is not a Commercial Business for purposes of implementing
14 this ordinance.
- 15 D. “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial
16 Edible Food Generator as defined in this ordinance and as otherwise defined in 14
17 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food
18 Recovery Organizations and Food Recovery Services are not Commercial Edible
19 Food Generators pursuant to 14 CCR Section 18982(a)(7).
- 20 E. “Compliance Review” means a review of records by a Jurisdiction to determine
21 compliance with this ordinance.
- 22 F. “Community Composting” means any activity that composts green material,
23 agricultural material, food material, and vegetative food material, alone or in
24 combination, and the total amount of feedstock and Compost on-site at any one time
25 does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section
26 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- 27 G. “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated,
28 as of the effective date of this ordinance, that “Compost” means the product resulting
29 from the controlled biological decomposition of organic Solid Wastes that are Source
30 Separated from the municipal Solid Waste stream, or which are separated at a
31 centralized facility.
- 32 H. “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet
the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR
Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- I. “Container Contamination” or “Contaminated Container” means a container,
regardless of color, that contains Prohibited Container Contaminants, or as otherwise
defined in 14 CCR Section 18982(a)(55).
- J. “C&D” means construction and demolition debris.
- K. “Designated Source Separated Organic Waste Facility”, as defined in 14 CCR Section
18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic
Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies
with one of the following:
1. The facility is a “transfer/processor,” as defined in 14 CCR Section
18815.2(a)(62), that is in compliance with the reporting requirements of 14
CCR Section 18815.5(d), and meets or exceeds an annual average Source
Separated organic content Recovery rate of 50 percent between January 1,

1 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as
2 calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received
3 from the Source Separated Organic Waste collection stream.

4 a.If a transfer/processor has an annual average Source Separated organic
5 content Recovery rate lower than the rate required in Paragraph 1 of
6 this definition for two (2) consecutive reporting periods, or three (3)
7 reporting periods within three (3) years, the facility shall not qualify as
8 a “Designated Source Separated Organic Waste Facility.”

9 2. The facility is a “composting operation” or “composting facility” as defined in
10 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under
11 14 CCR Section 18815.7 demonstrates that the percent of the material
12 removed for landfill disposal that is Organic Waste is less than the percent
13 specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is
14 applicable, and, if applicable, complies with the digestate handling
15 requirements specified in 14 CCR Section 17896.5.

16 a.If the percent of the material removed for landfill disposal that is
17 Organic Waste is more than the percent specified in 14 CCR Section
18 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting
19 periods, or three (3) reporting periods within three (3) years, the
20 facility shall not qualify as a “Designated Source Separated Organic
21 Waste Facility.” For the purposes of this ordinance, the reporting
22 periods shall be consistent with those defined in 14 CCR Section
23 18815.2(a)(49).

24 L. “Designee” means an entity that a Jurisdiction contracts with or otherwise arranges to
25 carry out any of the Jurisdiction’s responsibilities of this ordinance as authorized in
26 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private
27 entity, or a combination of those entities.

28 M. “Edible Food” means food intended for human consumption, or as otherwise defined
29 in 14 CCR Section 18982(a)(18). For the purposes of this ordinance, or as otherwise
30 defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is
31 recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7,
32 Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the
food safety requirements of the California Retail Food Code.

N. “Enforcement Action” means an action of the Jurisdiction to address non-compliance
with this ordinance including, but not limited to, issuing administrative citations,
fines, penalties, or using other remedies.

O. “Excluded Waste” means hazardous substance, hazardous waste, infectious waste,
designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive
waste, and toxic substances or material that facility operator(s), which receive
materials from the Jurisdiction and its generators, reasonably believe(s) would, as a
result of or upon acceptance, transfer, processing, or disposal, be a violation of local,
State, or Federal law, regulation, or ordinance, including: land use restrictions or
conditions, waste that cannot be disposed of in Class III landfills or accepted at the
facility by permit conditions, waste that in Jurisdictions, or its Designee’s reasonable
opinion would present a significant risk to human health or the environment, cause a
nuisance or otherwise create or expose Jurisdiction, or its Designee, to potential
liability; but not including de minimis volumes or concentrations of waste of a type
and amount normally found in Single-Family or Multi-Family Solid Waste after

1 implementation of programs for the safe collection, processing, recycling, treatment,
2 and disposal of batteries and paint in compliance with Sections 41500 and 41802 of
3 the California Public Resources Code. Excluded Waste does not include used motor
4 oil and filters, household batteries, universal wastes, and/or latex paint when such
5 materials are defined as allowable materials for collection through the Jurisdiction's
6 collection programs and the generator or customer has properly placed the materials
7 for collection pursuant to instructions provided by Jurisdiction or its Designee for
8 collection services.

9 P. "Food Distributor" means a company that distributes food to entities including, but
10 not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR
11 Section 18982(a)(22).

12 Q. "Food Facility" has the same meaning as in Section 113789 of the Health and Safety
13 Code.

14 R. "Food Recovery" means actions to collect and distribute food for human consumption
15 that otherwise would be disposed, or as otherwise defined in 14 CCR Section
16 18982(a)(24).

17 S. "Food Recovery Organization" means an entity that engages in the collection or
18 receipt of Edible Food from Commercial Edible Food Generators and distributes that
19 Edible Food to the public for Food Recovery either directly or through other entities
20 or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited
21 to:

- 22 1. A food bank, as defined in Section 113783 of the Health and Safety Code;
- 23 2. A nonprofit charitable organization, as defined in Section 113841 of the
24 Health and Safety code; and,
- 25 3. A nonprofit charitable temporary food facility, as defined in Section 113842
26 of the Health and Safety Code.

27 A Food Recovery Organization is not a Commercial Edible Food Generator for
28 the purposes of this ordinance and implementation of 14 CCR, Division 7,
29 Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

30 If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization
31 differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall
32 apply to this ordinance.

33 T. "Food Recovery Service" means a person or entity that collects and transports Edible
34 Food from a Commercial Edible Food Generator to a Food Recovery Organization or
35 other entities for Food Recovery, or as otherwise defined in 14 CCR Section
36 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator
37 for the purposes of this ordinance and implementation of 14 CCR, Division 7,
38 Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

39 U. "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat,
40 poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells.
41 Food Scraps excludes fats, oils, and grease when such materials are Source Separated
42 from other Food Scraps.

43 V. "Food Service Provider" means an entity primarily engaged in providing food
44 services to institutional, governmental, Commercial, or industrial locations of others
45 based on contractual arrangements with these types of organizations, or as otherwise
46 defined in 14 CCR Section 18982(a)(27).

- 1 W. "Food-Soiled Paper" is compostable paper material that has come in contact with
2 food or liquid, such as, but not limited to, compostable paper plates, paper coffee
3 cups, napkins, pizza boxes, and milk cartons.
- 4 X. "Food Waste" means Food Scraps.
- 5 Y. "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry
6 goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is
7 not separately owned within the store where the food is prepared and served,
8 including a bakery, deli, and meat and seafood departments, or as otherwise defined
9 in 14 CCR Section 18982(a)(30).
- 10 Z. "Hauler Route" means the designated itinerary or sequence of stops for each segment
11 of the Jurisdiction's collection service area, or as otherwise defined in 14 CCR
12 Section 18982(a)(31.5).
- 13 AA. "High Diversion Organic Waste Processing Facility" means a facility that is in
14 compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets
15 or exceeds an annual average Mixed Waste organic content Recovery rate of 50
16 percent between January 1, 2022 and December 31, 2024, and 75 percent after
17 January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic
18 Waste received from the "Mixed waste organic collection stream" as defined in 14
19 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section
20 18982(a)(33).
- 21 BB. "Inspection" means a site visit where a Jurisdiction reviews records, containers,
22 and an entity's collection, handling, recycling, or landfill disposal of Organic Waste
23 or Edible Food handling to determine if the entity is complying with requirements set
24 forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- 25 CC. "Jurisdiction" means Unincorporated Mono County.
- 26 DD. "Jurisdiction Enforcement Official" means the city manager, county
27 administrative official, chief operating officer, executive director, or other executive
28 in charge or their authorized Designee(s) who is/are partially or whole responsible for
29 enforcing the ordinance. See also "Regional or County Agency Enforcement
30 Official."
- 31 EE. "Large Event" means an event, including, but not limited to, a sporting event or a flea
32 market, that charges an admission price, or is operated by a local agency, and serves
an average of more than 2,000 individuals per day of operation of the event, at a
location that includes, but is not limited to, a public, nonprofit, or privately owned
park, parking lot, golf course, street system, or other open space when being used for
an event. If the definition in 14 CCR Section 18982(a)(38) differs from this
definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this
ordinance.
- FF. "Large Venue" means a permanent venue facility that annually seats or serves an
average of more than 2,000 individuals within the grounds of the facility per day of
operation of the venue facility. For purposes of this ordinance and implementation of
14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a
public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall,
amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse
track, performing arts center, fairground, museum, theater, or other public attraction
facility. For purposes of this ordinance and implementation of 14 CCR, Division 7,
Chapter 12, a site under common ownership or control that includes more than one

1 Large Venue that is contiguous with other Large Venues in the site, is a single Large
2 Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition,
the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

3 GG. “Local Education Agency” means a school district, charter school, or county
4 office of education that is not subject to the control of city or county regulations
related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

5 HH. “Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic
6 Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2
7 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as
otherwise defined in 14 CCR Section 17402(a)(11.5).

8 II. “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or
9 pertaining to residential premises with five (5) or more dwelling units. Multi-Family
10 premises do not include hotels, motels, or other transient occupancy facilities, which
are considered Commercial Businesses.

11 JJ. “MWELo” refers to the Model Water Efficient Landscape Ordinance (MWELo), 23
12 CCR, Division 2, Chapter 2.7.

13 KK. “Non-Compostable Paper” includes but is not limited to paper that is coated in a
14 plastic material that will not breakdown in the composting process, or as otherwise
defined in 14 CCR Section 18982(a)(41).

15 LL. “Non-Local Entity” means the following entities that are not subject to the
16 Jurisdiction’s enforcement authority, or as otherwise defined in 14 CCR Section
18982(a)(42):

- 17 1. Special district(s) located within the boundaries of the Jurisdiction, including
fire districts and water districts.
- 18 2. Federal facilities, including military installations, located within the
19 boundaries of the Jurisdiction, including United States Marine Corps
Mountain Warfare Training Center.
- 20 3. Facilities operated by the State park system located within the boundaries of
21 the Jurisdiction, including Bodie State Park.
- 22 4. State agencies located within the boundaries of the Jurisdiction, including
23 CalTrans and California Highway Patrol.

24 MM. “Notice of Violation (NOV)” means a notice that a violation has occurred that
25 includes a compliance date to avoid an action to seek penalties, or as otherwise
defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section
18995.4.

26 NN. “Organic Waste” means Solid Wastes containing material originated from living
27 organisms and their metabolic waste products, including but not limited to food,
28 green material, landscape and pruning waste, organic textiles and carpets, lumber,
wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and
29 sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and
digestate are as defined by 14 CCR Section 18982(a).

30 OO. “Organic Waste Generator” means a person or entity that is responsible for the
31 initial creation of Organic Waste, or as otherwise defined in 14 CCR Section
32 18982(a)(48).

1 PP. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons,
2 wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and
towelings, or as otherwise defined in 14 CCR Section 18982(a)(51).

3 QQ. "Printing and Writing Papers" include, but are not limited to, copy, xerographic,
4 watermark, cotton fiber, offset, forms, computer printout paper, white wove
5 envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and
6 other uncoated writing papers, posters, index cards, calendars, brochures, reports,
7 magazines, and publications, or as otherwise defined in 14 CCR Section
18982(a)(54).

8 RR. "Recovered Organic Waste Products" means products made from California,
9 landfill-diverted recovered Organic Waste processed in a permitted or otherwise
10 authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

11 SS. "Recovery" means any activity or process described in 14 CCR Section 18983.1(b),
12 or as otherwise defined in 14 CCR Section 18982(a)(49).

13 TT. "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that
14 consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise
15 defined in 14 CCR Section 18982(a)(61).

16 UU. "Regional Agency" means regional agency as defined in Public Resources Code
17 Section 40181.

18 VV. "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless
19 electronic devices to visualize the contents of containers for purposes of identifying
20 the quantity of materials in containers (level of fill) and/or presence of Prohibited
21 Container Contaminants.

22 WW. "Renewable Gas" means gas derived from Organic Waste that has been diverted
23 from a California landfill and processed at an in-vessel digestion facility that is
24 permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as
25 otherwise defined in 14 CCR Section 18982(a)(62).

26 XX. "Restaurant" means an establishment primarily engaged in the retail sale of food
27 and drinks for on-premises or immediate consumption, or as otherwise defined in 14
28 CCR Section 18982(a)(64).

29 YY. "Route Review" means a visual Inspection of containers along a Hauler Route for
30 the purpose of determining Container Contamination, and may include mechanical
31 Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR
32 Section 18982(a)(65).

ZZ. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September
19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the
Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652)
to Part 3 of Division 30 of the Public Resources Code, establishing methane
emissions reduction targets in a Statewide effort to reduce emissions of short-lived
climate pollutants as amended, supplemented, superseded, and replaced from time to
time.

AAA. "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the
purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste
Reduction regulations developed by CalRecycle and adopted in 2020 that created 14
CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27
CCR.

1 BBB. "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or
2 recyclable material he or she has generated to another person. Self-hauler also
3 includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section
4 18982(a)(66). Back-haul means generating and transporting Organic Waste to a
5 destination owned and operated by the generator using the generator's own
6 employees and equipment, or as otherwise defined in 14 CCR Section
7 18982(a)(66)(A).

8 CCC. "Single-Family" means of, from, or pertaining to any residential premises with
9 fewer than five (5) units.

10 DDD. "Solid Waste" has the same meaning as defined in State Public Resources Code
11 Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid,
12 semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes,
13 industrial wastes, demolition and construction wastes, abandoned vehicles and parts
14 thereof, discarded home and industrial appliances, dewatered, treated, or chemically
15 fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid
16 and semi-solid wastes, and other discarded solid and semisolid wastes, with the
17 exception that Solid Waste does not include any of the following wastes:

- 18 1. Hazardous waste, as defined in the State Public Resources Code Section
19 40141.
- 20 2. Radioactive waste regulated pursuant to the State Radiation Control Law
21 (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of
22 the State Health and Safety Code).
- 23 3. Medical waste regulated pursuant to the State Medical Waste Management
24 Act (Part 14 (commencing with Section 117600) of Division 104 of the State
25 Health and Safety Code). Untreated medical waste shall not be disposed of in
26 a Solid Waste landfill, as defined in State Public Resources Code Section
27 40195.1. Medical waste that has been treated and deemed to be Solid Waste
28 shall be regulated pursuant to Division 30 of the State Public Resources Code.

29 EEE. "Source Separated" means materials, including commingled recyclable materials,
30 that have been separated or kept separate from the Solid Waste stream, at the point of
31 generation, for the purpose of additional sorting or processing those materials for
32 recycling or reuse in order to return them to the economic mainstream in the form of
raw material for new, reused, or reconstituted products, which meet the quality
standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR
Section 17402.5(b)(4).

FFF. "State" means the State of California.

GGG. "Supermarket" means a full-line, self-service retail store with gross annual sales
of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery,
canned goods, or nonfood items and some perishable items, or as otherwise defined in
14 CCR Section 18982(a)(71).

HHH. "Tier One Commercial Edible Food Generator" means a Commercial Edible Food
Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square
feet.
3. Food Service Provider.

4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

III. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

JJJ. “Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

KKK. “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

SECTION TWO: The next section, located under Title 12 of the Mono County Code, shall be titled “Requirements for Commercial Edible Food Generators” and shall read as follows:

- A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section 9 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- C. Commercial Edible Food Generators shall comply with the following requirements:
 1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow Jurisdiction's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

D. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

SECTION THREE: The next section, located under Title 12 of the Mono County Code, shall be titled "Requirements for Food Recovery Organizations, Services and Jurisdictions" and shall read as follows:

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

- 1 2. The quantity in pounds of Edible Food collected from each Commercial
2 Edible Food Generator per month.
- 3 3. The quantity in pounds of Edible Food transported to each Food Recovery
4 Organization per month.
- 5 4. The name, address, and contact information for each Food Recovery
6 Organization that the Food Recovery Service transports Edible Food to for
7 Food Recovery.

8 B. Food Recovery Organizations collecting or receiving Edible Food directly from
9 Commercial Edible Food Generators, via a contract or written agreement established
10 under 14 CCR Section 18991.3(b), shall maintain the following records, or as
11 otherwise specified by 14 CCR Section 18991.5(a)(2):

- 12 1. The name, address, and contact information for each Commercial Edible Food
13 Generator from which the organization receives Edible Food.
- 14 2. The quantity in pounds of Edible Food received from each Commercial Edible
15 Food Generator per month.
- 16 3. The name, address, and contact information for each Food Recovery Service
17 that the organization receives Edible Food from for Food Recovery.

18 C. Food Recovery Organizations and Food Recovery Services that have their primary
19 address physically located in the Jurisdiction and contract with or have written
20 agreements with one or more Commercial Edible Food Generators pursuant to 14
21 CCR Section 18991.3(b) shall report to the Jurisdiction it is located in the total
22 pounds of Edible Food recovered in the previous calendar year from the Tier One and
23 Tier Two Commercial Edible Food Generators they have established a contract or
24 written agreement with pursuant to 14 CCR Section 18991.3(b) no later than
25 February 1st of each year.

26 D. Food Recovery Capacity Planning

- 27 1. Food Recovery Services and Food Recovery Organizations. In order to
28 support Edible Food Recovery capacity planning assessments or other studies
29 conducted by the County, City, special district that provides solid waste
30 collection services, or its designated entity, Food Recovery Services and Food
31 Recovery Organizations operating in the Jurisdiction shall provide
32 information and consultation to the Jurisdiction, upon request, regarding
existing, or proposed new or expanded, Food Recovery capacity that could be
accessed by the Jurisdiction and its Commercial Edible Food Generators. A
Food Recovery Service or Food Recovery Organization contacted by the
Jurisdiction shall respond to such request for information within 60 days,
unless a shorter timeframe is otherwise specified by the Jurisdiction.
2. Jurisdictions for the purpose of this subsection are cities or special districts
that provide solid waste collection services, and regional agencies located
within the county shall conduct Edible Food Recovery capacity planning, in
coordination with the county.
 - a. If the county identifies that new or expanded capacity to recover
Edible Food is needed, then each Jurisdiction within the county that
lacks capacity shall:
 - i. Submit an implementation schedule to CalRecycle and the
county that demonstrates how it will ensure there is enough

1 new or expanded capacity to recover the Edible Food currently
2 disposed by Commercial Edible Food Generators within its
3 Jurisdiction by the end of the reporting period set forth in 14
4 CCR Section 18992.3. The implementation schedule shall
include the information specified in 14 CCR Section
18992.2(c)(1)(A).

5 ii. Consult with Food Recovery Organizations and Food Recovery
6 Services regarding existing or proposed new and expanded
7 capacity that could be accessed by the Jurisdiction and its
Commercial Edible Food Generators.

8 b.If the county finds that new or expanded capacity is needed, the county
shall notify the Jurisdiction(s) that lack sufficient capacity.

9 c.A city or special district that provides solid waste collection services,
10 or Regional Agency contacted by the county pursuant to this Section
11 shall respond to the county’s request for information within 120 days
12 of receiving the request from the county, unless a shorter timeframe is
otherwise specified by the county.

13 **SECTION FOUR:** The next section, located under Title 12 of the Mono County Code,
14 shall be titled “Requirements for Facility Operators” and shall read as follows:

- 15 A. Owners of facilities, operations, and activities that recover Organic Waste, including,
16 but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-
17 owned treatment works shall, upon Jurisdiction request, provide information
18 regarding available and potential new or expanded capacity at their facilities,
19 operations, and activities, including information about throughput and permitted
capacity necessary for planning purposes. Entities contacted by the Jurisdiction shall
respond within 60 days.
- 20 B. Community Composting operators, upon Jurisdiction request, shall provide
21 information to the Jurisdiction to support Organic Waste capacity planning, including,
22 but not limited to, an estimate of the amount of Organic Waste anticipated to be
23 handled at the Community Composting operation. Entities contacted by the
Jurisdiction shall respond within 60 days.

24 **SECTION FIVE:** The next section, located under Title 12 of the Mono County Code,
25 shall be titled “Compliance with CALGreen Recycling Requirements” and shall read as follows:

- 26 A. Persons applying for a permit from the Jurisdiction for new construction and building
27 additions and alternations shall comply with the requirements of this Section and all
28 required components of the California Green Building Standards Code, 24 CCR, Part
29 11, known as CALGreen, as amended, if its project is covered by the scope of
30 CALGreen or more stringent requirements of the Jurisdiction. If the requirements of
CALGreen are more stringent then the requirements of this Section, the CALGreen
requirements shall apply. Project applicants shall refer to Jurisdiction’s building
and/or planning code for complete CALGreen requirements.
- 31 B. For projects covered by CALGreen or more stringent requirements of the Jurisdiction,
32 the applicants must, as a condition of the Jurisdiction’s permit approval, comply with
the following:

- 1 1. Where five (5) or more Multi-Family dwelling units are constructed on a
2 building site, provide readily accessible areas that serve occupants of all
3 buildings on the site and are identified for the storage and collection of
4 materials.
- 5 2. Comply with CALGreen requirements and applicable law related to
6 management of C&D, including diversion of Organic Waste in C&D from
7 disposal.

8 **SECTION SIX:** The next section, located under Title 12 of the Mono County Code, shall
9 be titled "Water Efficient Landscaping Requirements" and shall read as follows:

- 10 A. Property owners or their building or landscape designers, including anyone requiring
11 a building or planning permit, plan check, or landscape design review from the
12 Jurisdiction, who are constructing a new (Single-Family, Multi-Family, public,
13 institutional, or Commercial) project with a landscape area greater than 500 square
14 feet, or rehabilitating an existing landscape with a total landscape area greater than
15 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the
16 MWELO, including sections related to use of Compost and mulch as delineated in
17 this Section 14.
- 18 B. The following Compost and mulch use requirements that are part of the MWELO are
19 now also included as requirements of this ordinance. Other requirements of the
20 MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.
- 21 C. Property owners or their building or landscape designers that meet the threshold for
22 MWELO compliance outlined in Section 14(a) above shall:
 - 23 1. Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which
24 requires the submittal of a landscape design plan with a soil preparation,
25 mulch, and amendments section to include the following:
 - 26 a. For landscape installations, Compost at a rate of a minimum of four
27 cubic yards per 1,000 square feet of permeable area shall be
28 incorporated to a depth of six (6) inches into the soil. Soils with greater
29 than six percent (6%) organic matter in the top six (6) inches of soil
30 are exempt from adding Compost and tilling.
 - 31 b. For landscape installations, a minimum three- (3-) inch layer of mulch
32 shall be applied on all exposed soil surfaces of planting areas except in
turf areas, creeping or rooting groundcovers, or direct seeding
applications where mulch is contraindicated. To provide habitat for
beneficial insects and other wildlife up to five percent (5%) of the
landscape area may be left without mulch. Designated insect habitat
must be included in the landscape design plan as such.
 - c. Organic mulch materials made from recycled or post-consumer
materials shall take precedence over inorganic materials or virgin
forest products unless the recycled post-consumer organic products are
not locally available. Organic mulches are not required where
prohibited by local fuel modification plan guidelines or other
applicable local ordinances.
 2. The MWELO compliance items listed in this Section are not an inclusive list
of MWELO requirements; therefore, property owners or their building or
landscape designers that meet the threshold for MWELO compliance outlined
in Section 14(a) shall consult the full MWELO for all requirements.

1 D. If, after the adoption of this ordinance, the California Department of Water
2 Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7,
3 Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWWELO September 15, 2015
4 requirements in a manner that requires Jurisdictions to incorporate the requirements
5 of an updated MWELO in a local ordinance, and the amended requirements include
6 provisions more stringent than those required in this Section, the revised requirements
7 of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

8 **SECTION SEVEN:** The next section, located under Title 12 of the Mono County Code,
9 shall be titled "Procurement Requirements for Jurisdiction Departments, Direct Service
10 Providers, and Vendors" and shall read as follows:

11 A. Jurisdiction departments, and direct service providers to the Jurisdiction, as
12 applicable, must comply with the Jurisdiction's Recycled Products Procurement
13 Policy adopted on January 16, 2001.

14 B. All vendors providing Paper Products and Printing and Writing Paper shall:

- 15 1. If fitness and quality are equal, provide Recycled-Content Paper Products and
16 Recycled-Content Printing and Writing Paper that consists of at least 30
17 percent, by fiber weight, postconsumer fiber instead of non-recycled products
18 whenever recycled Paper Products and Printing and Writing Paper are
19 available at the same or lesser total cost than non-recycled items.
- 20 2. Provide Paper Products and Printing and Writing Paper that meet Federal
21 Trade Commission recyclability standard as defined in 16 Code of Federal
22 Regulations (CFR) Section 260.12.
- 23 3. Provide records to the Jurisdiction's Recovered Organic Waste Product
24 procurement recordkeeping Designee, in accordance with the Jurisdiction's
25 Recycled-Content Paper procurement policy(ies) of all Paper Products and
26 Printing and Writing Paper purchases within thirty (30) days of the purchase
27 (both recycled-content and non-recycled content, if any is purchased) made by
28 any division or department or employee of the Jurisdiction. Records shall
29 include a copy (electronic or paper) of the invoice or other documentation of
30 purchase, written certifications as required in Sections 15(b)(3) and 15(b)(4)
31 of this ordinance for recycled-content purchases, purchaser name, quantity
32 purchased, date purchased, and recycled content (including products that
contain none), and if non-recycled content Paper Products or Printing and
Writing Papers are provided, include a description of why Recycled-Content
Paper Products or Printing and Writing Papers were not provided.

33 **SECTION EIGHT:** The next section, located under Title 12 of the Mono County Code,
34 shall be titled "Inspections and Investigations by Jurisdictions" and shall read as follows:

35 A. Jurisdiction representatives and/or its designated entity, including Designees are
36 authorized to conduct Inspections and investigations, at random or otherwise, of any
37 collection container, collection vehicle loads, or transfer, processing, or disposal
38 facility for materials collected from generators, or Source Separated materials to
39 confirm compliance with this ordinance by Organic Waste Generators, Commercial
40 Businesses (including Multi-Family Residential Dwellings), property owners,
41 Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services,
42 and Food Recovery Organizations, subject to applicable laws. This Section does not
allow Jurisdiction to enter the interior of a private residential property for Inspection.

- 1 B. Regulated entity shall provide or arrange for access during all Inspections (with the
2 exception of residential property interiors) and shall cooperate with the Jurisdiction's
3 employee or its designated entity/Designee during such Inspections and
4 investigations. Such Inspections and investigations may include confirmation of
5 proper placement of materials in containers, Edible Food Recovery activities, records,
6 or any other requirement of this ordinance described herein. Failure to provide or
7 arrange for: (i) access to an entity's premises; or (ii) access to records for any
8 Inspection or investigation is a violation of this ordinance and may result in penalties
9 described.
- 10 C. Any records obtained by a Jurisdiction during its Inspections, and other reviews shall
11 be subject to the requirements and applicable disclosure exemptions of the Public
12 Records Act as set forth in Government Code Section 6250 et seq.
- 13 D. (d) Jurisdiction representatives, its designated entity, and/or Designee are authorized
14 to conduct any Inspections, or other investigations as reasonably necessary to further
15 the goals of this ordinance, subject to applicable laws.
- 16 E. (e) Jurisdiction shall receive written complaints from persons regarding an entity that
17 may be potentially non-compliant with SB 1383 Regulations, including receipt of
18 anonymous complaints.

19 **SECTION NINE:** The next section, located under Title 12 of the Mono County Code,
20 shall be titled "Enforcement" and shall read as follows:

- 21 A. Violation of any provision of this ordinance shall constitute grounds for issuance of a
22 Notice of Violation and assessment of a fine by a Jurisdiction Enforcement Official or
23 representative. Enforcement Actions under this ordinance are issuance of an
24 administrative citation and assessment of a fine. The Jurisdiction's procedures on
25 imposition of administrative fines are hereby incorporated in their entirety, as
26 modified from time to time, and shall govern the imposition, enforcement, collection,
27 and review of administrative citations issued to enforce this ordinance and any rule or
28 regulation adopted pursuant to this ordinance, except as otherwise indicated in this
29 ordinance.
- 30 B. Other remedies allowed by law may be used, including civil action or prosecution as
31 misdemeanor or infraction. Jurisdiction may pursue civil actions in the California
32 courts to seek recovery of unpaid administrative citations. Jurisdiction may choose to
delay court action until such time as a sufficiently large number of violations, or
cumulative size of violations exist such that court action is a reasonable use of
Jurisdiction staff and resources.
- C. Responsible Entity for Enforcement
1. Enforcement pursuant to this ordinance may be undertaken by the Jurisdiction
Enforcement Official, or their designated entity, legal counsel, or combination
thereof.
 - a. Jurisdiction Enforcement Official(s) will interpret ordinance;
determine the applicability of waivers, if violation(s) have occurred;
implement Enforcement Actions; and, determine if compliance
standards are met
 - b. Jurisdiction Enforcement Official(s) may issue Notices of Violation(s).
- D. Process for Enforcement

- 1 1. Jurisdiction Enforcement Officials and/or their Designee will monitor
2 compliance with the ordinance randomly and through Compliance Reviews,
3 Route Reviews, investigation of complaints, and an Inspection program.
4 Section 16 establishes Jurisdiction’s right to conduct Inspections and
5 investigations.
- 6 2. Jurisdiction may issue an official notification to notify regulated entities of its
7 obligations under the ordinance.
- 8 3. Jurisdiction shall issue a Notice of Violation requiring compliance within 60
9 days of issuance of the notice.
- 10 4. Absent compliance by the respondent within the deadline set forth in the
11 Notice of Violation, Jurisdiction shall commence an action to impose
12 penalties, via an administrative citation and fine, pursuant to the requirements
13 contained in Section 17(k), Table 1, List of Violations.
- 14 5. Notices shall be sent to “owner” at the official address of the owner
15 maintained by the tax collector for the Jurisdiction or if no such address is
16 available, to the owner at the address of the dwelling or Commercial property
17 or to the party responsible for paying for the collection services, depending
18 upon available information.

19 E. Penalty Amounts for Types of Violations. The penalty levels are as follows:

- 20 1. For a first violation, the amount of the base penalty shall be \$50 to \$100 per
21 violation.
- 22 2. For a second violation, the amount of the base penalty shall be \$100 to \$200
23 per violation.
- 24 3. For a third or subsequent violation, the amount of the base penalty shall be
25 \$250 to \$500 per violation.

26 F. Factors Considered in Determining Penalty Amount. The following factors shall be
27 used to determine the amount of the penalty for each violation within the appropriate
28 penalty amount range:

- 29 1. The nature, circumstances, and severity of the violation(s).
- 30 2. The violator’s ability to pay.
- 31 3. The willfulness of the violator's misconduct.
- 32 4. Whether the violator took measures to avoid or mitigate violations of this
chapter.
5. Evidence of any economic benefit resulting from the violation(s).
6. The deterrent effect of the penalty on the violator.
7. Whether the violation(s) were due to conditions outside the control of the
violation.

G. Compliance Deadline Extension Considerations. The Jurisdiction may extend the
compliance deadlines set forth in a Notice of Violation issued in accordance with
Section 17 if it finds that there are extenuating circumstances beyond the control of
the respondent that make compliance within the deadlines impracticable, including
the following:

- 1 1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies
2 or natural disasters;
- 3 2. Delays in obtaining discretionary permits or other government agency
4 approvals; or,
- 5 3. Deficiencies in Organic Waste recycling infrastructure or Edible Food
6 Recovery capacity and the Jurisdiction is under a corrective action plan with
7 CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

8 H. Appeals Process. Persons receiving an administrative citation containing a penalty for
9 an uncorrected violation may request a hearing to appeal the citation. A hearing will
10 be held only if it is requested within the time prescribed and consistent with
11 Jurisdiction’s procedures in the Jurisdiction’s codes for appeals of administrative
12 citations. Evidence may be presented at the hearing. The Jurisdiction will appoint a
13 hearing officer who shall conduct the hearing and issue a final written order.

14 I. Education Period for Non-Compliance. Beginning January 30, 2022 and through
15 December 31, 2023, Jurisdiction will conduct Inspections, Route Reviews or waste
16 evaluations, and Compliance Reviews, depending upon the type of regulated entity, to
17 determine compliance, and if Jurisdiction determines that Organic Waste Generator,
18 Tier One Commercial Edible Food Generator, Food Recovery Organization, Food
19 Recovery Service, or other entity is not in compliance, it shall provide educational
20 materials to the entity describing its obligations under this ordinance and a notice that
21 compliance is required starting January 30, 2022, and that violations may be subject
22 to administrative civil penalties starting on January 1, 2024.

23 J. Civil Penalties for Non-Compliance. Beginning January 1, 2024, if the Jurisdiction
24 determines that an Organic Waste Generator, Tier One or Tier Two Commercial
25 Edible Food Generator, Food Recovery Organization, Food Recovery Service, or
26 other entity is not in compliance with this ordinance, it shall document the
27 noncompliance or violation, issue a Notice of Violation, and take Enforcement Action
28 pursuant to Section 17, as needed. Beginning January 1, 2024, if the Jurisdiction
29 determines that an Organic Waste Generator, Tier One or Tier Two Commercial
30 Edible Food Generator, Food Recovery Organization, Food Recovery Service, or
31 other entity is not in compliance with this ordinance, it shall document the
32 noncompliance or violation, issue a Notice of Violation, and take Enforcement Action
pursuant to Section 17, as needed.

SECTION TEN: This ordinance shall become effective 30 days from the date of its
adoption and final passage, which appears immediately below. The Clerk of the Board of
Supervisors shall post this ordinance and also publish it in the manner prescribed by Government
Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the
Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take
effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2021,
by the following vote, to wit:

AYES:

NOES:

ABSENT:

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ABSTAIN:

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

Departments: CAO

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Budget Assumptions and Approach

AGENDA DESCRIPTION:

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

This item is to review the transition of the Budget from a Finance function to a CAO function and any changes that will be made to the budget in the coming year.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Megan Mahaffey

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
Presentation

History

Time	Who	Approval
12/7/2021 10:51 PM	County Counsel	Yes
12/8/2021 9:47 AM	Finance	Yes

12/10/2021 2:23 PM

County Administrative Office

Yes



County of Mono

County Administrative Officer

Robert C. Lawton
County Administrative Officer

John C. Craig
Assistant County Administrative Officer

Date: December 14, 2021

To: Honorable Board of Supervisors

From: Robert C. Lawton, CAO
John Craig, Assistant CAO
Megan Mahaffey, Accountant III

Subject: Budget Assumptions and Approach

Discussion

The Mono County 2021-2022 Budget was adopted on June 15, 2021, by way of a public hearing. This budget includes funding for programs and services through June 30, 2022. As presented last month for your Board, we are exploring new revenue sources for Mono County to make Mono County both fiscally sustainable and fiscally resilient. Strategic planning is a key component to this effort to help prioritize services and allow for the development of measurements for performance. As part of moving the budget out of the Finance office and into the County Administrative Office, we hope to remain collaborative and include some new pieces to the budget process to provide better data to your board to make better decisions to better serve our communities. One goal we have set is for the County to receive the Government Finance Officers Association (GFOA) award for budget presentation. As part of refining our presented budget, the CAO's office will continue to refine the process and ensure the budget is composed of consistent pieces on a regular timeline, year after year. The budget components include:

- Fund Balance with Economic update
- Mid-year Budget adjustment
- Budget Policy review
- Department requested budget
- Recommended Budget
- Board of Supervisors Budget Workshop
- Budget for adoption by June 30th

The above components are nothing new to the Mono County budget process, but we are identifying them so we call all start viewing the composition of the budget differently. In addition to taking a slightly different lens, we would like to present your board with a few changes to the budget we hope will take place in the coming months with the currently adopted budget. The budget will continue to be collaborative amongst departments and be a team effort. We will be asking departments to do work that they have never done before. The new pieces to the budget include the following:

- Mid-year budget process will include a forward looking forecast (February)
- A Third Quarter forward looking forecast will be added (May)
- Year-end variance report added to Fund Balance and Economic update (November)

Although the above components are new to Mono County, they are pieces of the budget that will start a change in philosophy and approach for how we manage scarce public resources. When integrated with Strategic planning these new components will have departments looking not only at where they are at and their immediate needs but start looking forward at what will be happening and what will be needed four to six months in the future. These pieces will allow us to get a better projection on how we will close the year and what our fund balance will be for the following year. All of these items will allow us to get more accurate in our budgeting and allow us to better use scarce public resources to provide the best public services to our county.

Key dates for the upcoming budget season are as follows:

BUDGET ACTIVITY	DATE
Revenue workshop – 5-year forecast	10/19/2021
Fund Balance and Economic Update	11/16/2021
Budget Assumptions and Budget Approach	12/14/2021
Capital Improvement Projects workshop	12/21/2021
Fee Study Presentation	2/1/2022
Mid-year Report (forward looking for year-end)	2/15/2022
Budget Policy workshop	3/8/2022
Department budget meeting update and overview of Budget workshop	4/5/2022
Proposed Budget Workshop Special Meetings	4/11-15/2022
Third Quarter Report (forward facing for year-end)	5/17/2022
Recommended budget presentation	6/7/2022
Begin Budget Hearings	6/14/2022



Budget Assumptions and Approach

2021 - 2022

Budget - regular recurring process,
that takes place annually,
with consistent pieces.



TIMELY



COLLABORATIVE



BALANCED

Elements of a Successful Budget Process

Fund Balance with Economic update

Mid-year Budget adjustment

Budget Policy

Department Requested budget

Recommended Budget

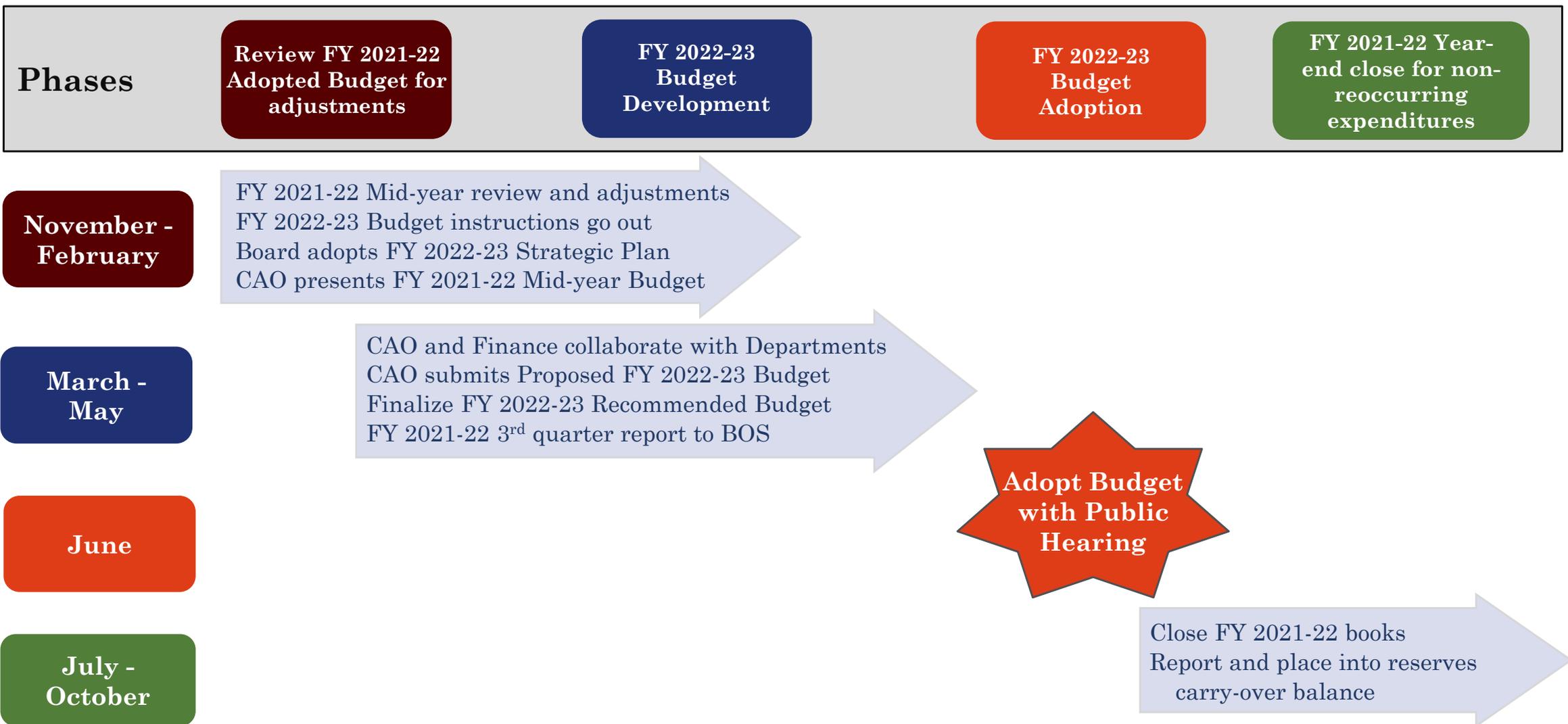
Board of Supervisors Budget Workshops

Adoption of Tentative Budget by June 30th



Annual Budget

Budget Planning Cycle Timeline



FY 2021-22
Mid-year budget
process will be a
forward looking
forecast

FY 2021-22
Year-end
variance report
added to Fund
Balance and
Economic update



FY 2021-22
Third Quarter
report will be added
(forward looking for
year end)

**New to
the
budget
this year**

What will these changes achieve?

- Forward looking paradigm for projecting Budget outcomes
- Ability to estimate Year-end carryover at Third Quarter

Key Budget Milestones for Board

BUDGET ACTIVITY	DATE
Revenue workshop – 5-year forecast	10/19/2021
Fund Balance and Economic Update	11/16/2021
Budget Assumptions and Budget Approach	12/14/2021
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Recommended budget presentation	6/7/2022
Begin Budget Hearings	6/14/2022



Questions, Comments & Direction

Changes to Budget approach moving forward



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievalt, Ryan Roe, 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 Public Safety Officers Association (PSO). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
12/9/2021 12:37 PM	County Counsel	Yes
12/2/2021 9:48 AM	Finance	Yes
12/10/2021 2:24 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

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:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

Departments: CAO

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Stacey Simon, County Counsel; Erik Ramakrishnan, Attorney

SUBJECT Sale of Residential Housing Units in Benton to Utu Utu Gwaitu Tribe

AGENDA DESCRIPTION:

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

Proposed contract with Utu Utu Gwaitu Tribe pertaining to sale of two residential housing units located in Benton for continued use as affordable/tribal housing by the Tribe; related resolutions and findings.

RECOMMENDED ACTION:

- 1) Adopt proposed resolution declaring the County-owned real property located at 36 to 40 Christie Lane in Benton is exempt surplus land for purposes of the Surplus Land Act; and
- 2) Adopt proposed resolution approving a Purchase and Sale Agreement to sell the property to the Utu Utu Gwaitu Paiute Tribe of Benton; and
- 3) Find that the Board's actions with respect to the foregoing approvals are exempt from review under CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301.

FISCAL IMPACT:

The Tribe will pay the County \$137,000 for the property, which is its appraised value of \$140,000 minus \$3,000 spent by the Tribe on repairs and maintenance, as current lessee of the property.

CONTACT NAME: Stacey Simon

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Resolution declaring property surplus
<input type="checkbox"/> Resolution Authorizing Sale

History

Time	Who	Approval
12/7/2021 11:33 PM	County Counsel	Yes
12/9/2021 8:53 AM	Finance	Yes
12/10/2021 2:23 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsels
Christian E. Milovich
Anne L. Frievault

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**

Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacy Simon, County Counsel

Date: December 14, 2021

Re: Approval of Purchase and Sale Agreement for the Benton Homes; Adoption of Resolution Declaring Property Exempt Surplus Land; Adoption of California Environmental Quality Act (“CEQA”) Exemption Findings

Recommended Action

Approve the Purchase and Sale Agreement to sell the County-owned real property at 36 and 40 Christie Lane in Benton to the Utu Utu Gwaitu Paiute Tribe, adopt the proposed resolution declaring the property exempt surplus land for purposes of the Surplus Land Act, and find that the Board’s actions with respect to the foregoing approvals are exempt from review under CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301.

Strategic Plan Focus Areas Met

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

Discussion

The County owns two dwelling units at 36 and 40 Christie Lane in Benton, at the intersection of U.S.-6 and CA-120. The property is part of a larger parcel acquired from the California Department of Transportation in 1996. The dwelling units were leased by the County to individual renters between 1996 and 2015, when the County began leasing the units to the Utu Utu Gwaitu Paiute Tribe. Since then, the Tribe has managed the property and subleased it to tribal members for housing.

The Board previously authorized staff to negotiate the sale of the dwelling units to the Tribe. Attorneys for the Tribe and the County have negotiated a Purchase and Sale Agreement, which is now before you for approval. The Agreement provides for a sale price of \$137,000. This amount is based upon the appraised value of the property less a \$3,000 credit for funds the Tribe has invested in the septic system for the property. The Agreement calls for a 65-day escrow period to allow time for the Tribe’s due diligence. It contains standard terms and conditions of sale. A parcel map is not required to subdivide the property from the larger parcel because the County is a public agency, but at the Tribe’s request a Record of Survey has been prepared,

which will be recorded filing the close of escrow. The Agreement calls for the parties to split the cost of the Record of Survey.

The Tribe has agreed to take the property subject to a deed restriction that the property will be used for affordable housing pursuant to Government Code Section 25539.4. This would require that the property be retained for housing for at least 30 years and that at least one of the dwelling units be made available to a very low-income household at an affordable rent. The Tribe has expressed willingness to take the property subject to the deed restriction because the deed restriction is consistent with the Tribe's current and intended future use of the property.

In addition to preserving the property for affordable housing, the deed restriction serves two purposes. First, compliance with Section 25539.4 exempts the property from a legal requirement that the land be sold at auction. Second, ordinarily as an initial step to selling public land, California local agencies are required to offer the land to public agencies and housing developers under the Surplus Land Act. However, a county may declare property exempt from the Surplus Land Act when selling it pursuant to Section 25539.4 because both laws serve the same purpose to make land available for affordable housing.

The property has a General Plan Land Use Designation of Public Facilities (PF). All uses permitted by public land owners are permitted uses on property with this designation, except that certain enumerated, more intensive uses require director review or a use permit. The proposed use for housing is consistent with the County's historic use of the property. The deed restriction would ensure that this use is continued, consistent with Goal No. 3 of the County's Housing Element to retain existing housing stock.

The proposed action of approving the sale is exempt from review under CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption) and 15301 (Existing Facilities). No groundbreaking activities or changes in land use are proposed, it can be seen with certainty that selling the property will not have a significant effect on the physical environment, and none of the circumstances in CEQA Guidelines Section 15300.2 applies.

To effectuate the proposed sale, the Board is asked to adopt two resolutions. The first would authorize the Chair of the Board to execute the Purchase and Sale Agreement and, ultimately, the Grant Deed. The resolution would also authorize the County Administrative Officer, with the advice and assistance of the County Counsel, to take all necessary actions to effectuate the sale, including by executing minor amendments to the Purchase and Sale Agreement during the escrow period. The second resolution is to declare the property "exempt surplus property" pursuant to the Surplus Land Act. The County is required to submit this second resolution to the California Department of Housing and Community Development to comply with the Act. Both resolutions contain CEQA exemption findings consistent with the discussion above.

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



R21-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT REAL PROPERTY OWNED BY THE COUNTY AT 36 TO 40 CHRISTIE LANE IN BENTON, CALIFORNIA, IS EXEMPT SURPLUS LAND, FINDING THAT SUCH DECLARATION IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS

WHEREAS, the County of Mono is the owner in fee simple of that certain real property located at 36 to 40 Christie Lane in Benton, California, forming a part of APN 24-131-29, and described in **Exhibit A** hereto (the “Property”); and

WHEREAS, under the Surplus Land Act, Government Code Section 54220, et seq. (the “Act”), surplus land is land owned in fee simple by a local agency that is no longer necessary for the local agency’s use; and

WHEREAS, the Act further states at Government Code Section 54221(f)(1)(A) that surplus land disposed by a county pursuant to Government Code Section 25539.4 is exempt surplus land, so that the land may be disposed without full compliance with the Act, including without circulating notice of availability as specified in the Act; and

WHEREAS, before disposing of land that qualifies for an exemption from the Act, the Act requires the local agency’s governing body to make a written declaration supported by written findings that the land is exempt surplus land; and

WHEREAS, the Property was acquired from the California Department of Transportation in or around 1996 on the conditioned that it be used by the County for a public purpose for a minimum of six (6) years; and

WHEREAS, the Property contains two dwelling units, which the County has leased to the Utu Utu Gwaitu Paiute Tribe, a federally-recognized Tribe of the Benton Paiute Reservation (the “Tribe”) since 2015; and

WHEREAS, the Tribe subleases the dwelling units to members of the Tribe at an affordable rent and has indicated that it intends to continue doing so; and

WHEREAS, County staff have recommended that the Property is not needed for the County’s use except to ensure its long-term use as housing; and

WHEREAS, County staff have also recommended that it is in the best interest of both the County and the Tribe for the Tribe to own the Property in fee simple, and the Tribe desires to purchase it; and

1 **WHEREAS**, to ensure the long-term affordability of the Property, the Tribe has
2 expressed willingness to take the Property subject to an affordability covenant restricting its
3 use for a period of thirty (30) years as set forth in Government Code Section 25539.4; and

4 **WHEREAS**, a copy of the proposed form of deed containing the covenant is attached
5 hereto as **Exhibit B**; and

6 **WHEREAS**, the effect of the covenant is that the Property will continue to be put to
7 residential use, and that one of the two dwelling units will be offered to a very-low income
8 household at a rent affordable to a household at that income level; and

9 **WHEREAS**, the accompanying staff report provides supporting information upon
10 which the declaration and findings set forth herein are based; and

11 **WHEREAS**, the action of the Board of Supervisors in adopting this resolution is
12 exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to
13 CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption) and 15301 (Existing
14 Facilities) because no change in use of the Property is proposed hereby, it can be seen with
15 certainty that declaring the Property exempt surplus land will not have a significant effect on
16 the physical environment, and none of the circumstances in CEQA Guidelines Section 15300.2
17 applies;

18 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the
19 County of Mono as follows:

20 **SECTION ONE:** That the Board finds that the foregoing recitals are true and correct.

21 **SECTION TWO:** That the Board declares the Property exempt surplus land pursuant
22 to Government Code Section 54221(f)(1)(A).

23 **SECTION THREE:** That the officers and staff of the County are authorized hereby to
24 do all things necessary or proper to effectuate the purposes of this Resolution and to comply
25 with the Act, and that any such actions previously taken are hereby ratified and confirmed.

26 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2021,
27 by the following vote, to wit:

28 **AYES:**

29 **NOES:**

30 **ABSENT:**

31 **ABSTAIN:**

32 _____
Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



R21-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO AUTHORIZING THE SALE OF REAL PROPERTY OWNED BY THE COUNTY AT 36 TO 40 CHRISTIE LANE IN BENTON, CALIFORNIA; FINDING THAT THE SALE IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND TAKING RELATED ACTIONS

WHEREAS, the County of Mono is the owner in fee simple of that certain real property located at 36 to 40 Christie Lane in Benton, California, forming a part of APN 24-131-29 (the "Property"); and

WHEREAS, the Property was acquired from the California Department of Transportation in or around 1996 on the conditioned that it be used by the County for a public purpose for a minimum of six (6) years; and

WHEREAS, the Property contains two dwelling units, which the County has leased to the Utu Utu Gwaitu Paiute Tribe, a federally-recognized Tribe of the Benton Paiute Reservation (the "Tribe") since 2015; and

WHEREAS, the Tribe subleases the dwelling units to members of the Tribe at an affordable rent and has indicated that it intends to continue doing so; and

WHEREAS, County staff recommend that it is in the best interest of both the County and the Tribe for the Tribe to own the Property in fee simple, and the Tribe desires to purchase it; and

WHEREAS, to ensure the long-term affordability of the Property, the Tribe has expressed willingness to take the Property subject to an affordability covenant restricting its use for a period of thirty (30) years as set forth in Government Code Section 25539.4; and

WHEREAS, the action of the Board of Supervisors in adopting this resolution is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption) and 15301 (Existing Facilities) in that no change in use of the Property is proposed hereby, it can be seen with certainty that declaring the Property exempt surplus land will not have a significant effect on the physical environment, and none of the circumstances in CEQA Guidelines Section 15300.2 applies; and

WHEREAS, the Property has a General Plan land use designation of Public Facilities (PF), the use of the Property is consistent with that designation, and the preservation of housing stock is consistent with the County's Housing Element;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Mono as follows:

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SECTION ONE: That the Board finds that the foregoing recitals are true and correct.

SECTION TWO: That the President of the Board is authorized to execute the Purchase and Sale Agreement and Grant Deed.

SECTION THREE: That the County Administrative Officer, with the assistance and advice of the County Counsel, is authorized to take any and all actions necessary to complete the sale of the Property, including by executing minor amendments to the Purchase and Sale Agreement that do not alter the nature of the consideration to be exchanged between the parties.

SECTION FOUR: That the Board, acting as the Planning Agency for the County pursuant to Government Code Sections 65402 and 65100, finds that the sale of the Property is consistent with the County's General Plan.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2021, by the following vote, to wit:

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

Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**JOINT ESCROW INSTRUCTIONS AND
AGREEMENT OF PURCHASE AND SALE**

These JOINT ESCROW INSTRUCTIONS AND AGREEMENT OF PURCHASE AND SALE (this "Agreement") dated this ____ day of _____, 2021 (the "Effective Date") is made by and between the County of Mono, a political subdivision of the State of California ("Seller") and the Utu Utu Gwaitu Paiute Tribe, a federally-recognized Tribe of the Benton Paiute Reservation ("Buyer"). Hereinafter, Seller and Buyer may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The addresses and telephone numbers of the Parties to this Agreement are set forth below. Telephone and facsimile numbers are included for information only.

Seller:
**County of Mono
P.O. Box 696
Bridgeport, CA 93517
(760) 932-4410**

Buyer:
**Utu Utu Gwaitu Paiute Tribe
25669 Highway 6, PMB I
Benton, CA 93512**

Copies of any notice to Seller shall also be sent to:

Copies of any notice to Buyer should also be sent to:

**County of Mono
Office of the County Counsel
Attn: Stacey Simon
P.O. Box 2415
Mammoth Lakes, CA 93546
Tel: (760) 924-1700
Fax: (760) 924-1701**

**Law Office of Jasmine T. Andreas
ATTN: Jasmine Andreas
2854 Tibec Lane
Bishop, CA 93514
Tel: (442) 228-4229
Fax: (442) 253-8031**

B. Seller is the current owner of a parcel of land, which is depicted in Attachment 1, attached hereto and incorporated herein by this reference, inclusive of any and all improvements, buildings, appliances, structures, timber, oil, gas and

minerals and water located thereon and all rights appurtenant thereto (collectively, the "Parcel").

C. Buyer wishes to purchase from Seller, and Seller wishes to sell to Buyer, a portion of the Parcel, which is more specifically described in Exhibit A to Attachment 2 and depicted in Exhibit B to Attachment 2, both of which exhibits are attached hereto and incorporated herein by this reference, inclusive of any and all improvements, buildings, appliances, structures, timber, oil, gas and minerals and water located thereon and all rights appurtenant thereto (collectively, the "Property") for the purposes of providing affordable housing for members of the Utu Utu Gwaitu Paiute Tribe. That portion of the Parcel described as the Property herein is the subject of this Agreement.

D. Purchase of the Property from Seller by Buyer requires a land division to separate the Property from the Parcel. The division meets the criteria set forth in Title 7, Division 2, Chapter 2, Article 1, section 66428(a)(2) of the California Government Code, and there is no substantial evidence that public policy necessitates the preparation of a parcel map. Accordingly, it is the intention of the Parties that such land division be accomplished through a metes and bounds conveyance of the Property.

E. The Property is currently used as low income housing for qualified residents of Mono County. Buyer wishes to continue to utilize the Property for low income housing and desires to acquire the Property from Seller for that purpose.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, with respect to the above Recitals, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Purchase and Sale.

(a) Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property on the terms and conditions set forth herein.

(b) Seller will convey the Property to Buyer by grant deed subject to the terms and conditions of this Agreement.

2. Purchase Price; Payment Schedule.

Subject to satisfaction or waiver of the conditions precedent specified in Section 4 of this Agreement (“Conditions of Closing”), and subject to the removal of contingencies specified in Section 3 of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property for a purchase price equal to One Hundred Thirty-Seven Thousand and NO/100 Dollars (\$137,000.00) (the “Purchase Price”). Five Thousand and NO/100 Dollars (\$5,000.00) of the Purchase Price (the “Deposit”) shall be paid into escrow as set forth in Section 8, below, and shall be nonrefundable except as otherwise provided herein.

3. Due Diligence.

Buyer and Seller agree to use their best efforts to approve and/or execute in a timely manner any escrow instructions, covenants, or agreements required to consummate the sale within times set forth below:

(a) Property Documents. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer, at Seller’s sole cost and expense, for review and copying by Buyer any contracts, financial reports, building plans, surveys, or inspection reports pertinent to the Property in Seller’s possession, excluding any document that is subject to the attorney-client privilege or is otherwise confidential pursuant to applicable law. Except for any delay causing prejudice to Buyer, Buyer’s sole remedy for any delay by Seller in producing such documents shall be an automatic extension of the contingency period set forth in subsection (d) of this Section by one day for each day of Seller’s delay.

(b) Investigations. From the Effective Date to Close of Escrow (defined below), Buyer shall be entitled to make all reasonable inspections, investigations, studies, and tests of the Property (“Investigations”) that Buyer

deems appropriate; provided, however, that Buyer shall repair any damage caused to the Property by Buyer's Investigations, and shall hold harmless, indemnify, and defend Seller and its elected and appointed officials, employees, and agents from any claims, losses, costs, damages, or expenses arising from Buyer's Investigations, including as a result of the activities of Buyer's agents, employees, and independent contractors.

(c) Buyer's Review of Title. Within five (5) days after the Effective Date, Seller shall request a preliminary title report (the "Title Report") for the Property to be prepared by the Escrow Holder (defined below) and delivered to Buyer, together with copies of all recorded documents shown as exceptions therein. Within ten (10) days of receiving the Title Report, Buyer shall notify Seller of any exceptions to title that are unacceptable to Buyer. Buyer's failure to provide such notice within ten (10) days shall be deemed to constitute Buyer's acceptance of the condition of title. Seller shall have ten (10) days from receipt of Buyer's objections to notify Buyer whether Seller will remove the exceptions objected to by Buyer from title prior to Close of Escrow. Seller's failure to provide such notice within ten (10) days shall be deemed an election not to remove the exceptions identified by Buyer. After receiving Seller's response, or, if Seller fails to respond, after the expiration of Seller's time to respond, Buyer shall have five (5) days to determine whether to proceed with the purchase of the Property or to terminate this Agreement.

(d) Contingency Period. Based upon Buyer's Investigations of the Property and review of property records, Buyer, in Buyer's sole and absolute discretion, shall approve or disapprove the condition of the Property, within sixty (60) days of the Effective Date. Buyer's failure to deliver notice that it approves the condition of the Property prior to the expiration of said contingency period shall be deemed disapproval.

(e) If Buyer disapproves of the condition of title or of the condition of the Property, as set forth in Sections 3(c) and (d), then this Agreement shall terminate and be of no further force or effect except as to provisions that expressly

survive the termination hereof, the Deposit shall be refunded to Buyer, and the Parties shall share equally the cancellation charges of the Escrow Holder.

4. Conditions of Closing. The Parties' respective obligations to close the purchase and sale of the Property shall be conditioned upon all of the following:

(a) Seller's receipt of a report from its planning agency pursuant to Government Code section 65402(a) determining that the location, purpose, and extent of Buyer's acquisition of the Property conforms with its general plan.

(b) The preparation of a ROS, acceptable to Buyer, depicting the division of the Property from the Parcel. (The ROS shall be recorded as soon as reasonably possible after the recordation of the Grant Deed, it being the intent of the Parties that this provision shall survive the termination of this Agreement and shall not merge with the Grant Deed.)

(c) Compliance with all applicable laws and regulations governing the sale of the Property. Such compliance shall include, but shall not be limited to, Seller's submission of a Notice of Exemption Determination to the Department of Housing and Community Development ("HCD"), pursuant to HCD's Surplus Land Act Guidelines Section 400(e). Compliance with Section 400(e) shall be deemed satisfied 30 days after such submission unless HCD provides notice that it disagrees with Seller's Exemption Determination.

(d) Buyer's approval of the condition of title of the Property and removal of contingencies, as set forth in Section 3.

(e) Buyer's ability to obtain title insurance policy at closing in a form acceptable to Buyer.

(f) Buyer's and Seller's confirmation in writing that their respective representations and warranties are still true as of the Close of Escrow.

(g) Buyer's deposit into escrow of the Purchase Price.

If any of the above conditions are not satisfied as of the date set forth in Section 8(c), then the Deposit shall be refunded to Buyer, this Agreement shall terminate and be of no further force or effect except as to provisions that expressly survive the

termination hereof, and the Parties shall share equally the cancellation charges of the Escrow Holder.

5. **Maintenance and Management of Property.** Buyer is the current lessee of the Property. Buyer agrees to maintain the Property from the Effective Date to the Close of Escrow in substantially the same order and condition as of the Effective Date, except for any actions taken by Buyer to prudently manage the Property, to comply with applicable law, and as otherwise provided in this Agreement.

6. [Reserved.]

7. **Representations, Warranties, and Release.**

(a) **Representations and Warranties of Seller.** Seller makes the following representations and warranties: (1) no later than the Close of Escrow, Seller will have the power to sell, transfer and convey all right, title and interest in and to the Property; (2) Seller is not a "foreign person" as defined in Section 1445 of the United States Internal Revenue Code; (3) Seller has not entered into and will not enter into any lease agreement or contract, and has not executed and will not execute any grant deed or other conveyance, with respect to the use or ownership of the Property, except for the current lease with Buyer; (4) Seller is a political subdivision of the state of California, duly formed, validly existing, and in good standing; (5) The signatory of this Agreement on behalf of Seller has authority to bind Seller; (6) Seller is neither bankrupt nor insolvent; (7) no litigation is pending against the Property (or against Seller that would interfere with Seller's ability to comply with this Agreement) unless already disclosed, and to Seller's actual knowledge none has been threatened; and (8) To Seller's actual knowledge, the Property does not contain any hazardous materials, except as previously disclosed to Buyer or as set forth in the property documents to be provided pursuant to Section 3(a). Seller makes no warranty that it has conducted tests or performed any inspection to determine the presence of hazardous materials, and it assumes no duty to do so.

(b) Representations and Warranties of Buyer. Buyer makes the following representations and warranties: (1) Buyer is not a party to an agreement that is in conflict with its obligations under this Agreement; and (2) the signatory of this Agreement on behalf of Buyer is duly authorized to execute this Agreement, and no consent of any other person or party is required in connection with this Agreement that has not already been obtained.

(c) Environmental Terms and Conditions. Seller acknowledges that, to the best of its knowledge and unless otherwise disclosed pursuant to Section 3(a), as of the Effective Date no legal, administrative, arbitral, or other proceedings, claims, actions, causes of action or notices with respect to any environmental, health or safety matters or any private or governmental environmental, health or safety investigations or remediation activities of any nature exist regarding the Property which would impose, or that are reasonably likely to result in, any duty, liability or obligation, including any local, state or federal environmental, health or safety statute, regulation or ordinance, or any other requirement of any governmental entity, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, and any similar state statute or regulation. Seller acknowledges that, to the best knowledge of Seller, Seller is not subject to any agreement, order, judgment, decree, letter or memorandum by or with any governmental entity or third party imposing any liability or obligation with respect to any of the foregoing. Seller shall disclose all known conditions on or relating to the Property, which may result in any of the aforementioned situations.

(e) Waivers, Disclaimers, and Release. BUYER ACKNOWLEDGES THAT IT HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER IS RELYING ON ITS INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY. **THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN SHALL BE MADE IN AN “AS IS”, “WHERE IS” CONDITION WITH ALL FAULTS.**

EXCEPT WITH RESPECT TO ANY CLAIM ARISING OUT OF FRAUD OR ANY BREACH OF COVENANTS, REPRESENTATIONS, OR WARRANTIES SET FORTH IN THIS AGREEMENT, BUYER, FOR ITSELF AND ITS AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS, HEREBY RELEASES AND FOREVER DISCHARGES SELLER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL RIGHTS, CLAIMS, AND DEMANDS AT LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN AT THE TIME OF THIS AGREEMENT, WHICH BUYER HAS OR MAY HAVE IN THE FUTURE, ARISING OUT OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC, OR LEGAL CONDITION OF THE PROPERTY.

For the foregoing purposes, Buyer hereby specifically waives the provisions of Section 1542 of the California Civil Code and any similar law of any state, territory, or jurisdiction. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Buyer acknowledges that Buyer has reviewed this section carefully and has discussed it with legal counsel, and that the provisions of this subsection are a material part of this Agreement.

Buyer's Initials: _____

8. Escrow.

(a) The Parties shall open an escrow with Inyo-Mono Title Insurance Company ("Escrow Holder") for closing the purchase and sale of the Property. A fully-executed copy of this Agreement shall be deposited with the Escrow Holder for purposes of opening the escrow and providing instructions to

the Escrow Holder. For those matters not specifically addressed herein, Escrow Holder's standard escrow instructions shall be applicable unless modified by mutual agreement of the Parties. Where there is a conflict between the provisions of this Agreement and the provisions of Escrow Holder's standard escrow instructions, the provisions of this Agreement shall control. Either Party may submit additional escrow instructions not in conflict with this Agreement.

(b) Buyer shall deposit the Deposit into the escrow account within five (5) calendar days of the opening of the account.

(c) Close of escrow shall occur sixty-five (65) calendar days from the Effective Date of this Agreement unless both Parties agree otherwise in writing, and provided that all of the Conditions of Closing set forth in Section 4 have been satisfied or waived, and subject to the removal of contingencies specified in Section 3 of this Agreement ("Close of Escrow").

9. **Possession; Risk of Loss.** Buyer shall have exclusive possession of the Property following the Effective Date. Upon taking possession of the Property pursuant to this Section 9, Buyer shall be responsible for any and all risk of loss that may occur on or at the Property during Buyer's possession prior to the Close of Escrow. In case eminent domain proceedings are initiated against all or a portion of the Property prior to the Close of Escrow, Buyer shall have the option to complete the sale and retain any proceeds of the eminent domain proceedings or to cancel the sale, whereupon this Agreement shall terminate and be of no further force or effect except as to provisions that expressly survive the termination hereof, the Deposit shall be refunded to Buyer, and the Parties shall share equally the cancellation charges of the Escrow Holder.

10. **Title.** Seller shall convey to Buyer fee simple title free and clear of all monetary liens or encumbrances, including deeds of trust, except: (a) the lien for nondelinquent real property taxes; (b) the exceptions set forth in the Title Report, exclusive of any exceptions that Seller may agree to remove, as set forth in Section 3(c), above; (c) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 11; and (d) any other matters approved

by Buyer, provided however that no such other Buyer approvals shall have the effect of or be construed as waiving Seller's obligations under this section with respect to conveying free and clear title. The form of the grant deed by which Seller shall convey the Property to Buyer is attached hereto as Attachment 3.

11. Title Insurance. Buyer shall obtain a policy of title insurance for the Property. Seller shall pay the cost of such policy of insurance up to the cost of a standard CLTA policy of title insurance. If Buyer chooses to purchase an ALTA policy of insurance or any nonstandard endorsements, Buyer shall pay the cost of such insurance in excess of the cost of a standard CLTA policy of insurance.

12. Land Division. Buyer and Seller shall equally share the costs of any survey or other related costs required to divide the Property from the Parcel. Seller's Public Works Department will coordinate and/or perform all tasks necessary to accomplish such legal land division.

13. Closing Expenses and Fees. Seller and Buyer shall equally share all costs, expenses, and charges required for escrow and closing of this transaction.

14. Public Information. The Parties agree that except to the extent otherwise provided by applicable state or federal law, any and all information, documents and/or reports provided by Seller to Buyer shall be public information. Buyer is advised that Seller is subject to the California Public Records Act, Government Code Section 6250, et seq., and that any documents and/or reports of any kind or nature provided by Buyer to Seller may be open to copying and inspection upon request by members of the public. Any document and/or report provided by Buyer to Seller containing information exempt from disclosure pursuant to Government Code Section 6254(r) shall be labeled clearly and in writing by Buyer as confidential pursuant to said Section 6254(r).

15. Notices. All notices pertaining to this Agreement shall be in writing delivered to the Parties personally by hand, by courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given or delivered: (a) if sent by mail, when received by the party to be notified; or (b) if delivered by hand, courier service or Express Mail,

when delivered. The Parties may, by notice as provided above, designate a different address to which notice shall be given.

16. Remedies Upon Default. In the event that Buyer defaults in its performance of its obligations under this Agreement, then Seller shall be entitled to retain the Deposit. In the event that Seller defaults in its obligation to convey the Property as set forth in this Agreement, then Buyer shall be entitled to seek specific performance. Neither Party shall be entitled to any other damage or remedy under this Agreement except as otherwise specified herein.

17. Broker's Commission. Each Party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the Parties, the Party against whom the claim is asserted will hold the other Party harmless from said claim.

18. Time of the Essence; Dates. Time is of the essence of this Agreement. In the event that any date specified in this Agreement falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the succeeding day on which public agencies and major banks are open for business.

19. Binding on Successors. This Agreement shall be binding not only upon the Parties but also upon their successors and assigns.

20. Assignment. Neither Party may assign its interests under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

21. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings not explicitly referenced herein. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision,

whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

22. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect, provided that the intent of the Parties shall not be impaired thereby.

23. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue for any litigation under this Agreement shall be a court of competent jurisdiction in the County of Mono, State of California.

24. Representation by Counsel. Buyer acknowledges that this Agreement is entered into and executed voluntarily and without duress or undue influence on the part or on behalf of Seller. The Parties further acknowledge that they have been or have had the opportunity to be represented by legal counsel with respect to the negotiation and preparation of this Agreement or have knowingly waived their right to do so, and that they are 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 as the drafter of this Agreement.

25. Counterparts. This Agreement may be executed in counterparts (including electronic and facsimile transmission) each of which shall be deemed an original and which together shall constitute one and the same instrument.

26. Headings; Construction. The headings and captions contained in this Agreement are provided for convenience only and will not affect its construction or interpretation. The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. All references to "dollars" or "\$" in this Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement. When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to

this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

27. **Third Parties**. There are no third-party intended beneficiaries of this Agreement.

28. **Survival**. Those provisions of this Agreement providing for the indemnification or defense of either Party or releasing either Party from liability shall survive the termination of this Agreement, and shall not merge with the grant deed.

[Signatures on Following Page]

IN WITNESS of the foregoing provisions, the Parties have executed this Agreement as of the Effective Date:

BUYER:

UTU UTU GWAITU PAIUTE TRIBE,
a federally-recognized tribe of the Benton Paiute Reservation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Tribal Counsel

SELLER:

COUNTY OF MONO,
a political subdivision of the State of California

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Mono County Counsel

REVIEWED AND ACCEPTED BY ESCROW HOLDER:

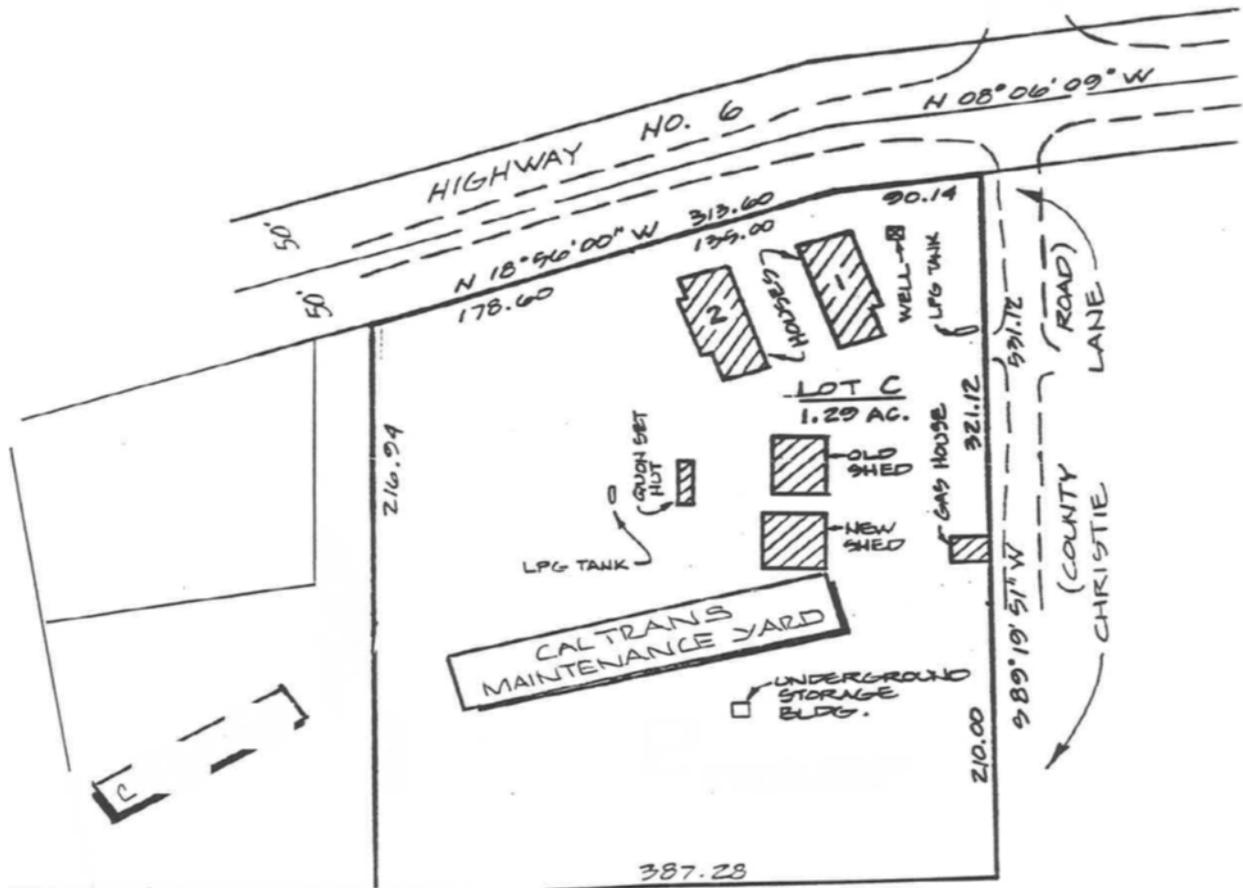
INYO-MONO TITLE COMPANY

By: _____

Name: _____

Title: _____

Attachment 1
Depiction of Parcel 24-131-29



Attachment 2
Property Legal Description and Plat

**EXHIBIT A
PARCEL 1
LEGAL DESCRIPTION**

BEING a portion of that certain real property described in the “DIRECTOR’S DEED” from the “State of California” to the “County of Mono, Road Department” and recorded on April 17, 1947 as Document No. 003357 in Volume 0740, Page 279 of Official Records of the County of Mono, State of California, said real property also being a portion of the northwest quarter of the southwest quarter of Section 32, Township 1 South, Range 32 East, Mount Diablo Base and Meridian, and furthermore said real property also being more particularly described as follows:

COMMENCING at the west quarter corner of said Section 32, said west quarter corner being marked on the ground by a 2 1/2-inch iron pipe tagged RCE 10467;

THENCE South 78°20’23” East, 823.44 feet to an angle point in the easterly right of way line of the State Highway, 100.00 feet wide, as described in the “Deed-Highway” from Edwin S. Moore, et al, to the State of California and recorded on December 13, 1938 in Book 14, Page 363 of Official Records of said County, said angle point being marked on the ground by a one-inch iron pipe and furthermore said angle point also being the TRUE POINT OF BEGINNING;

THENCE along said easterly right of way line, South 18°56’00 East, 313.60 feet to a point of intersection with the 485.10 - foot course in said “Deed-Highway”;

THENCE along said 485.10 - foot course, North 89°19’51” East, 426.94 feet to a point of intersection with the east line of said northwest quarter;

THENCE along said east line, North 01°31’18” West, 387.23 feet;

THENCE South 89°19’51” West, 531.12 feet to a point of intersection with said easterly right of way line;

THENCE along said easterly right of way line, South 08°06’09” East, 90.14 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM a portion of said real property described as follows:

BEGINNING at the southwest corner of said real property;

THENCE along the south line of said real property, North 89°19’51” East, 426.94 feet to a point of intersection with the east line of said northwest quarter;

THENCE along said east line, North 01°31'18" West, 387.23 feet to the northeast corner of said real property;
THENCE along the north line of said real property, South 89°19'51" West, 383.39 feet;
THENCE South 17°40'07" East, 383.96 feet to a point located twenty (20.00) feet, measured at right angles, from said south line;
THENCE parallel to said south line, South 89°19'51" West, 156.65 feet to a point of intersection with said easterly right of way line;
THENCE along said easterly right of way line, South 18°56'00" East, 21.06 feet to the POINT OF BEGINNING.

CONTAINING 1.340 acres, more or less.

The Basis of Bearings for the above legal description is between said west quarter corner of Section 32 and the TRUE POINT OF BEGINNING, said bearing being South 78°20'23" East as set forth in said "DIRECTOR'S DEED".

The above legal description is shown on the attached Exhibit B and by reference hereto made a part hereof.



Legal Description Prepared
Under the Supervision of:

Andrew K. Holmes, PLS 4428

EXHIBIT B

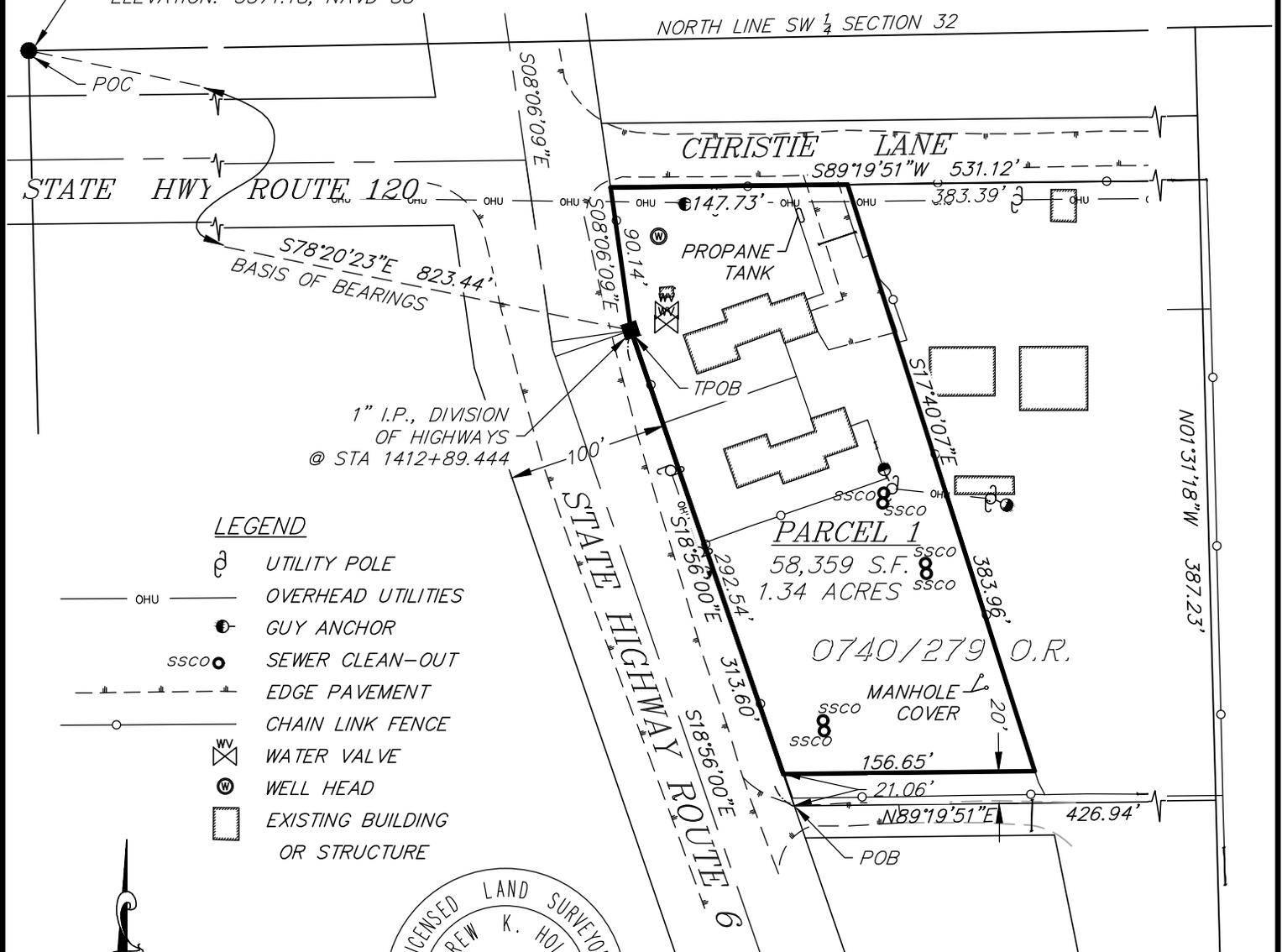
MONO COUNTY, CALIFORNIA

THE BASIS OF BEARINGS FOR THIS PLAT IS BETWEEN MONUMENTS SHOWN HEREON AS THE 1/4 CORNER BETWEEN SECTIONS 31 & 32 AND THE 1/4" I.P. AT THE ANGLE POINT ON THE EASTERLY RIGHT OF WAY OF STATE HWY ROUTE 6 PER THE MONO COUNTY RESOLUTION NO. 96-43 RECORDED IN BOOK 0740 AT PAGE 279 OF OFFICIAL RECORDS AND SHOWN HEREON AS S78°20'23"E, MONO COUNTY, CALIFORNIA STATE COORDINATE SYSTEM ZONE 3

2 1/2" I.P. & TAG RCE 10467, 1/4 CORNER SECTIONS 31/32
 N 2126808.1584
 E 7145226.4255
 CALIF. STATE PLANE COORDINATE SYSTEM, ZONE 3
 ELEVATION: 5371.18, NAVD 88

ABBREVIATION LEGEND

I.P. = IRON PIPE
 POC = POINT OF COMMENCEMENT
 POB = POINT OF BEGINNING
 TPOB = TRUE POINT OF BEGINNING
 O.R. = OFFICIAL RECORDS



LEGEND

- UTILITY POLE
- OVERHEAD UTILITIES
- GUY ANCHOR
- SEWER CLEAN-OUT
- EDGE PAVEMENT
- CHAIN LINK FENCE
- WATER VALVE
- WELL HEAD
- EXISTING BUILDING OR STRUCTURE



Andrew K. Holmes

SCALE: 1"=100' triad/holmes associates

Attachment 3
Form of Grant Deed

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT TO:

NO RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTIONS 27383 AND 27388.1

Space Above This Line for Recorder's Use Only

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$____.____
SURVEY MONUMENT FEE \$

[] _____
Signature of Declarant

[] computed on the consideration or full value of property conveyed, OR

[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[] unincorporated area; [] City of _____, and

[] Exempt from transfer tax; Reason:

[Grantor's Name]

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

COUNTY OF MONO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,

hereby GRANT(s) to **UTU UTU GWAITU PAIUTE TRIBE, A FEDERALLY-RECOGNIZED TRIBE OF THE BENTON PAIUTE RESERVATION,**

the property in the County of Mono, State of **California**, more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property").

The Property is conveyed to Grantee subject to all liens, encumbrances, easements, covenants, conditions, restrictions and other matters of record.

The Property is conveyed pursuant to Government Code Section 25539.4 and shall be used for affordable housing purposes as set forth therein for a period of thirty (30) years. This covenant shall run with the land.

MAIL TAX STATEMENTS TO: SAME AS ABOVE

Dated: _____, 2021

a _____

By: _____

Name: _____

Its: _____

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

STATE OF CALIFORNIA)SS
COUNTY OF MONO)

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

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

WITNESS my hand and official seal.

Signature

This area for official notarial seal

EXHIBIT A

LEGAL DESCRIPTION



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 14, 2021

Departments: CAO

TIME REQUIRED 2 hours

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Redistricting - Resolution Adopting
Final Map Depicting New
Supervisory District Boundaries

AGENDA DESCRIPTION:

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

Proposed resolution adopting new supervisory district boundaries following and based upon the 2020 federal decennial census.

RECOMMENDED ACTION:

Consider all remaining draft maps and adopt resolution implementing the final, selected map depicting new supervisory districts. Provide any desired direction to staff.

FISCAL IMPACT:

There is no direct fiscal impact associated with adopting maps establishing the new supervisory districts.

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
Staff Report
Resolution
Alternative 1A
Alternative 1B
Alternative 2
Alternative 3
Alternative 4A

History

Time	Who	Approval
12/10/2021 10:41 AM	County Counsel	Yes
12/10/2021 10:41 AM	Finance	Yes
12/10/2021 2:24 PM	County Administrative Office	Yes



County of Mono

County Administrative Officer

Robert C. Lawton
County Administrative Officer

John C. Craig
Assistant County Administrative Officer

Date: December 14, 2021
To: Honorable Board of Supervisors
From: Robert C. Lawton, CAO
Subject: Redistricting Public Hearing

Discussion

Pursuant to the Fair Map Acts (Cal. Elec. Code § 21500 *et seq.*), following each federal decennial census, Mono County supervisorial district boundaries are geographically redrawn every 10 years. Using that census as a basis (in this case, the 2020 census data), the Mono County Board of Supervisors adjusts the boundaries of any or all of the county supervisorial districts in compliance with the United States Constitution, the California Constitution and the Voting Rights Act of 1965 (52 U.S.C. Sec. 10301). Collectively, these authorities prohibit any voting practice or electoral process (including redistricting) that: 1. Results in dilution of a minority vote; 2. Causes a deviation in the population between districts that violates the one-person/one-vote requirement (less than 10% rebuttably presumed constitutional); or 3. Uses race as a predominant criterion when developing a district boundary, unless required in order to comply with the Voting Rights Act.

In addition, pursuant to Elec. Code § 25100, the Board must utilize the following ranked criteria in adopting supervisorial districts:

1. To the extent practicable, districts must be geographically contiguous.
2. To the extent practicable, districts must maintain the geographic integrity of neighborhoods and communities of interest (i.e., minimize division).
3. To the extent practicable, districts must minimize division of cities or census designated places.
4. Boundaries must be easily identifiable and understandable by residents. If possible, districts should be bound by natural/artificial barriers.
5. Districts must be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations (where it does not conflict with the above criteria).

During the previous board workshops and the five public hearings held on this process, you have taken public comment and reduced the number of proposals down to six draft maps. Pursuant to Elec. Code §21508(d), the final six proposed draft maps have been posted on the Mono County Redistricting website since November 16, 2021 and can be found online at: <https://redistricting.monocounty.ca.gov>. Once on the website, click on the “View & Comment on Final Alternative Maps” button on the homepage. Within the application that launches, users will be able to zoom and pan around the proposed maps to compare them side by side. Individuals wishing to provide comments on the alternatives are encouraged to do so via the “Submit Feedback” button on the top left of the application.

The purpose of today’s special meeting is for the Board to adopt the final supervisorial district map for Mono County by adopting a resolution to that effect.



RESOLUTION NO. R21-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
ADOPTING NEW SUPERVISORIAL DISTRICT BOUNDARIES FOLLOWING
AND BASED UPON THE 2020 FEDERAL DECENNIAL CENSUS**

WHEREAS, pursuant to the Fair Maps Act (Cal. Elec. Code § 21500, *et seq.*), following each federal decennial census, and using that census as a basis, every county in California must review, and potentially redraw, the boundaries of the supervisorial districts within the county, subject to certain criteria; and

WHEREAS, supervisorial districts must be redrawn in compliance with the United States Constitution, the California Constitution and the Voting Rights Act of 1965 (52 U.S.C. Sec. 10301), which collectively prohibit any voting practice or electoral process (including redistricting) that: 1. Results in dilution of a minority vote; 2. Causes a deviation in the population between districts that violates the one-person/one-vote requirement (less than 10% rebuttably presumed constitutional); or 3. Uses race as a predominant criterion when developing a district boundary, unless required in order to comply with the Voting Rights Act; and

WHEREAS, on January 19, 2021, the Mono County Board of Supervisors elected not to establish an independent, hybrid or advisory redistricting commission, but rather to perform the redistricting process independently with staff support; and

WHEREAS, pursuant to Elec. Code § 21507, the Board held public hearings on September 14, 2021, September 21, 2021, October 19, 2021, November 2, 2021, and November 8, 2021, as well as various Board workshops and one community conversation on the topic of redistricting; and

WHEREAS, pursuant to Elec. Code §21508(d), the final proposed draft maps have been posted on the Mono County Redistricting website since November 16, 2021, and can be found online at: <https://redistricting.monocounty.ca.gov>; and

WHEREAS, Elec. Code § 21500(e), effective September 27, 2021, allows a county to adopt supervisorial district boundaries by resolution, which option the Board chose to exercise pursuant to Ordinance No. 21-12 adopted by the Board on November 9, 2021; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Mono County Board of Supervisors as follows:

1. Five supervisorial districts are hereby adopted as outlined in the map attached hereto as Exhibit A and incorporated by this reference. Further, a textual description of each district by census block is attached hereto as Exhibit B and incorporated by this reference.

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2. This Resolution and Exhibits shall be published and available on the Mono County website for as long as the newly adopted supervisorial districts are in effect.

3. The newly adopted supervisorial districts shall remain in effect until modified by a subsequent resolution of the Board of Supervisors adopted pursuant to state law.

PASSED, APPROVED and ADOPTED this 14th day of December 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

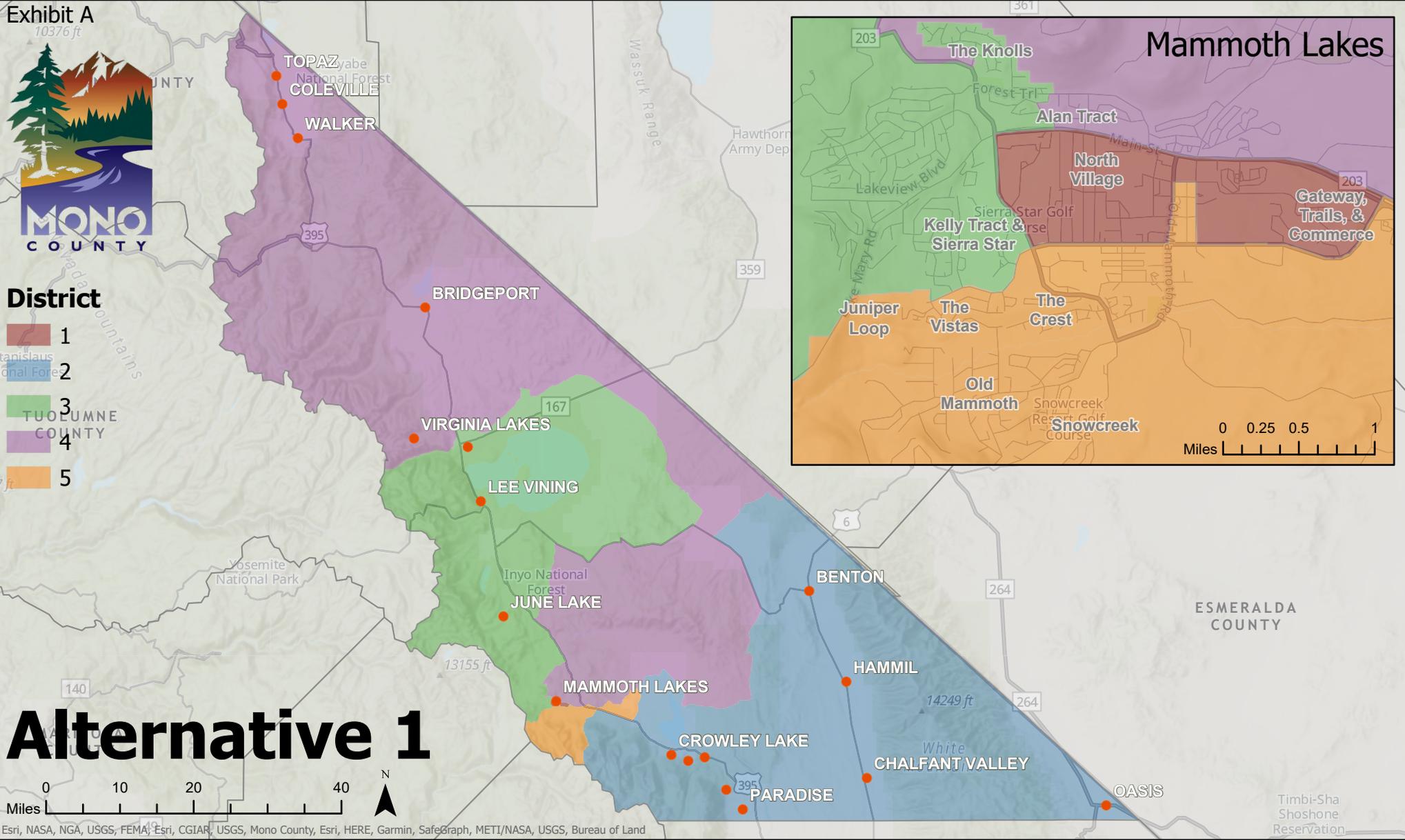
Jennifer Kreitz, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



Alternative 1

Max Deviation: 9.7%

District	Population	Incorp.		18+		White		Latinx		Black		Native Am.		Asian		Islander		Other	
		Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%
1	2559	2559	100%	2022	79%	1199	47%	735	29%	12	0.47%	2	0.078%	21	0.82%	4	0.16%	49	1.9%
2	2799	0	0%	2257	81%	1812	65%	237	8.5%	3	0.11%	54	1.9%	26	0.93%	11	0.39%	114	4.1%
3	2656	1548	58%	2151	81%	1668	63%	342	13%	5	0.19%	12	0.45%	35	1.3%	2	0.075%	87	3.3%
4	2543	448	18%	2076	82%	1458	57%	407	16%	27	1.1%	75	2.9%	22	0.87%	3	0.12%	84	3.3%
5	2660	2614	98%	2071	78%	1254	47%	672	25%	9	0.34%	0	0%	38	1.4%	6	0.23%	92	3.5%

Exhibit B
 Map 1A Census Blocks

Census Block	District
060510001011000	4
060510001011001	4
060510001011002	4
060510001011003	4
060510001011004	4
060510001011005	4
060510001011006	4
060510001011007	4
060510001011008	4
060510001011009	4
060510001011010	4
060510001011011	4
060510001011012	4
060510001011013	4
060510001011014	4
060510001011015	4
060510001011016	4
060510001011017	4
060510001011018	4
060510001011019	4
060510001011020	4
060510001011021	2
060510001011022	2
060510001011023	2
060510001011024	2
060510001011025	2
060510001011026	2
060510001011027	2
060510001011028	2
060510001011029	4
060510001011030	2
060510001011031	2
060510001011032	2
060510001011033	2
060510001011034	2
060510001011035	2
060510001011036	2
060510001011037	2
060510001011038	2
060510001011039	2
060510001011040	2
060510001011041	2

Census Block	District
060510001011042	2
060510001011043	2
060510001011044	2
060510001011045	2
060510001011046	2
060510001011047	2
060510001011048	2
060510001011049	2
060510001011050	2
060510001011051	2
060510001011052	2
060510001011053	2
060510001011054	2
060510001011055	2
060510001011056	2
060510001011057	2
060510001011058	2
060510001011059	2
060510001011060	2
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060510001011062	2
060510001011063	2
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060510001011065	2
060510001011066	2
060510001011067	2
060510001011068	2
060510001011069	2
060510001011070	2
060510001011071	2
060510001011072	2
060510001011073	2
060510001011074	2
060510001011075	2
060510001011076	2
060510001011077	2
060510001011078	2
060510001011079	2
060510001011080	2
060510001011081	2
060510001011082	2
060510001011083	2

Census Block	District
060510001011084	2
060510001011085	2
060510001011086	2
060510001011087	2
060510001011088	2
060510001011089	2
060510001011090	4
060510001011091	4
060510001011092	4
060510001011093	4
060510001011094	4
060510001011095	4
060510001011096	4
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060510001011098	4
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060510001011101	4
060510001011102	4
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060510001011104	4
060510001011105	4
060510001011106	4
060510001011107	4
060510001011108	4
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060510001011116	4
060510001011117	4
060510001011118	4
060510001011119	4
060510001011120	4
060510001011121	4
060510001011122	4
060510001011123	4
060510001011124	4
060510001011125	4

Exhibit B
 Map 1A Census Blocks

Census Block	District
060510001011126	2
060510001011127	4
060510001011128	4
060510001011129	2
060510001011130	2
060510001011131	2
060510001011132	2
060510001011133	2
060510001011134	2
060510001011135	4
060510001011136	4
060510001011137	4
060510001011138	4
060510001011139	4
060510001011140	2
060510001011141	2
060510001011142	2
060510001011143	2
060510001011144	2
060510001011145	2
060510001011146	2
060510001011147	2
060510001011148	2
060510001011149	2
060510001011150	2
060510001011151	2
060510001011152	2
060510001011153	2
060510001011154	2
060510001011155	2
060510001011156	2
060510001011157	2
060510001011158	2
060510001011159	2
060510001011160	2
060510001011161	2
060510001011162	2
060510001011163	2
060510001011164	2
060510001011165	2
060510001011166	2
060510001011167	2

Census Block	District
060510001011168	4
060510001011169	4
060510001011170	2
060510001011171	2
060510001011172	2
060510001011173	2
060510001011174	2
060510001011175	2
060510001011176	2
060510001011177	4
060510001011178	2
060510001011179	2
060510001011180	4
060510001011181	4
060510001011182	2
060510001011183	2
060510001011184	4
060510001011185	2
060510001011186	2
060510001011187	2
060510001011188	2
060510001011189	2
060510001011190	2
060510001011191	4
060510001011192	4
060510001011193	4
060510001011194	4
060510001011195	2
060510001011196	2
060510001011197	4
060510001012000	3
060510001012001	3
060510001012002	3
060510001012003	3
060510001012004	3
060510001012005	3
060510001012006	3
060510001012007	3
060510001012008	3
060510001012009	3
060510001012010	3
060510001012011	3

Census Block	District
060510001012012	3
060510001012013	3
060510001012014	3
060510001012015	3
060510001012016	3
060510001012017	3
060510001012018	3
060510001012019	3
060510001012020	3
060510001012021	3
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060510001012041	3
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060510001012043	3
060510001012044	3
060510001012045	3
060510001012046	3
060510001012047	3
060510001012048	3
060510001012049	3
060510001012050	3
060510001012051	3
060510001012052	3
060510001012053	3

Exhibit B
 Map 1A Census Blocks

Census Block	District
060510001012054	3
060510001012055	3
060510001012056	3
060510001012057	3
060510001012058	4
060510001012059	4
060510001012060	4
060510001012061	4
060510001012062	4
060510001012063	4
060510001012064	4
060510001012065	4
060510001012066	4
060510001012067	4
060510001012068	4
060510001012069	4
060510001012070	4
060510001012071	4
060510001012072	4
060510001012073	4
060510001012074	4
060510001012075	4
060510001012076	3
060510001012077	3
060510001012078	3
060510001012079	3
060510001012080	3
060510001012081	3
060510001012082	3
060510001012083	3
060510001012084	3
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060510001012086	3
060510001012087	3
060510001012088	3
060510001012089	3
060510001012090	3
060510001012091	3
060510001012092	3
060510001012093	3
060510001012094	3
060510001012095	3

Census Block	District
060510001012096	3
060510001012097	3
060510001012098	3
060510001012099	3
060510001012100	3
060510001012101	3
060510001012102	3
060510001012103	3
060510001012104	3
060510001012105	3
060510001012106	3
060510001012107	3
060510001012108	3
060510001012109	3
060510001012110	3
060510001012111	3
060510001012112	3
060510001012113	3
060510001012114	3
060510001012115	3
060510001012116	3
060510001012117	3
060510001012118	3
060510001012119	3
060510001012120	3
060510001012121	3
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060510001012123	3
060510001012124	3
060510001012125	3
060510001012126	3
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060510001012128	3
060510001012129	3
060510001012130	3
060510001012131	3
060510001012132	3
060510001012133	3
060510001012134	3
060510001012135	4
060510001013000	2
060510001013001	2

Census Block	District
060510001013002	2
060510001013003	2
060510001013004	2
060510001013005	2
060510001013006	2
060510001013007	2
060510001013008	2
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060510001013010	2
060510001013011	2
060510001013012	2
060510001013013	2
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060510001013017	2
060510001013018	2
060510001013019	2
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060510001013027	2
060510001013028	2
060510001013029	2
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060510001013037	2
060510001013038	2
060510001013039	2
060510001013040	2
060510001013041	2
060510001013042	2
060510001013043	2

Exhibit B
 Map 1A Census Blocks

Census Block	District
060510001013044	2
060510001013045	2
060510001013046	2
060510001013047	2
060510001013048	2
060510001013049	2
060510001013050	2
060510001013051	2
060510001013052	2
060510001013053	2
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060510001013056	2
060510001013057	2
060510001013058	2
060510001013059	2
060510001013060	2
060510001013061	2
060510001013062	2
060510001013063	2
060510001013064	2
060510001013065	2
060510001013066	2
060510001013067	2
060510001013068	2
060510001013069	2
060510001013070	2
060510001013071	2
060510001013072	2
060510001013073	2
060510001013074	2
060510001013075	2
060510001013076	2
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060510001013079	2
060510001013080	2
060510001013081	2
060510001013082	2
060510001013083	2
060510001013084	2
060510001013085	2

Census Block	District
060510001013086	2
060510001013087	2
060510001013088	2
060510001013089	2
060510001013090	2
060510001013091	2
060510001013092	2
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060510001014003	4
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060510001014023	4
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060510001014026	4
060510001014027	4
060510001014028	4
060510001014029	4
060510001014030	4
060510001014031	4
060510001014032	5

Census Block	District
060510001014033	2
060510001014034	2
060510001014035	2
060510001014036	2
060510001014037	2
060510001014038	2
060510001014039	2
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060510001014059	5
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060510001014061	4
060510001014062	4
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060510001014064	4
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060510001014067	5
060510001014068	2
060510001014069	5
060510001014070	5
060510001014071	2
060510001014072	2
060510001014073	2
060510001014074	2

Exhibit B
 Map 1A Census Blocks

Census Block	District
060510001014075	2
060510001014076	2
060510001014077	2
060510001014078	2
060510001014079	2
060510001014080	2
060510001014081	2
060510001014082	2
060510001014083	2
060510001014084	2
060510001014085	2
060510001014086	2
060510001014087	2
060510001014088	2
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060510001014097	2
060510001014098	2
060510001014099	2
060510001014100	2
060510001014101	2
060510001014102	2
060510001014103	2
060510001014104	2
060510001014105	2
060510001014106	2
060510001014107	2
060510001014108	2
060510001014109	2
060510001014110	2
060510001014111	2
060510001014112	2
060510001014113	2
060510001014114	2
060510001014115	2
060510001014116	2

Census Block	District
060510001014117	2
060510001014118	2
060510001014119	2
060510001014120	2
060510001014121	2
060510001014122	2
060510001014123	2
060510001014124	2
060510001014125	2
060510001014126	2
060510001014127	2
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060510001014152	2
060510001014153	2
060510001014154	2
060510001014155	2
060510001014156	2
060510001014157	2
060510001014158	2

Census Block	District
060510001014159	2
060510001014160	2
060510001014161	2
060510001014162	2
060510001014163	2
060510001014164	5
060510001014165	5
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060510001014167	4
060510001014168	4
060510001014169	4
060510001014170	4
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060510001014173	2
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060510001014175	2
060510001014176	2
060510001014177	5
060510001014178	2
060510001014179	2
060510001014180	2
060510001021000	4
060510001021001	4
060510001021002	4
060510001021003	4
060510001021004	4
060510001021005	4
060510001021006	4
060510001021007	4
060510001021008	4
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060510001021011	4
060510001021012	4
060510001021013	4
060510001021014	4
060510001021015	4
060510001021016	4
060510001021017	4
060510001021018	4
060510001021019	4

Exhibit B
Map 1A Census Blocks

Census Block	District
060510001021020	4
060510001021021	4
060510001021022	4
060510001021023	4
060510001021024	4
060510001021025	4
060510001021026	4
060510001021027	4
060510001021028	4
060510001021029	4
060510001021030	4
060510001021031	4
060510001021032	4
060510001021033	4
060510001021034	4
060510001021035	4
060510001021036	4
060510001021037	4
060510001021038	4
060510001021039	4
060510001021040	4
060510001021041	4
060510001021042	4
060510001021043	4
060510001021044	4
060510001021045	4
060510001021046	4
060510001021047	4
060510001021048	4
060510001021049	4
060510001022000	4
060510001022001	4
060510001022002	4
060510001022003	4
060510001022004	4
060510001022005	4
060510001022006	4
060510001022007	4
060510001022008	4
060510001022009	4
060510001022010	4
060510001022011	4

Census Block	District
060510001022012	4
060510001022013	4
060510001022014	4
060510001022015	4
060510001022016	4
060510001022017	4
060510001022018	4
060510001022019	4
060510001022020	4
060510001022021	4
060510001022022	4
060510001022023	4
060510001022024	4
060510001022025	4
060510001022026	4
060510001022027	4
060510001022028	4
060510001022029	4
060510001022030	4
060510001022031	4
060510001022032	4
060510001022033	4
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060510001022036	4
060510001022037	4
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060510001022041	4
060510001022042	4
060510001022043	4
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060510001022046	4
060510001022047	4
060510001022048	4
060510001022049	4
060510001022050	4
060510001022051	4
060510001022052	4
060510001022053	4

Census Block	District
060510001022054	4
060510001022055	4
060510001022056	4
060510001022057	4
060510001022058	4
060510001022059	4
060510001022060	4
060510001022061	4
060510001022062	4
060510001022063	4
060510001022064	4
060510001022065	4
060510001022066	4
060510001022067	4
060510001022068	4
060510001022069	4
060510001022070	4
060510001022071	4
060510001022072	4
060510001022073	4
060510001022074	4
060510001022075	4
060510001022076	4
060510001022077	4
060510001023000	4
060510001023001	4
060510001023002	4
060510001023003	4
060510001023004	4
060510001023005	4
060510001023006	4
060510001023007	4
060510001023008	4
060510001023009	4
060510001023010	4
060510001023011	4
060510001023012	4
060510001023013	4
060510001023014	4
060510001023015	4
060510001023016	4
060510001023017	4

Exhibit B
Map 1A Census Blocks

Census Block	District
060510001023018	4
060510001023019	4
060510001023020	4
060510001023021	4
060510001023022	4
060510001023023	4
060510001023024	4
060510001023025	4
060510001023026	4
060510001023027	4
060510001023028	4
060510001023029	4
060510001023030	4
060510001023031	4
060510001023032	4
060510001023033	4
060510001023034	4
060510001023035	4
060510001023036	4
060510001023037	4
060510001023038	4
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060510001023040	4
060510001023041	4
060510001023042	4
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060510001023051	4
060510001023052	4
060510001023053	4
060510001023054	4
060510001023055	4
060510001023056	4
060510001023057	4
060510001023058	4
060510001023059	4

Census Block	District
060510001023060	4
060510001023061	4
060510001023062	4
060510001023063	4
060510001023064	4
060510001023065	4
060510001023066	4
060510001023067	4
060510001023068	4
060510001023069	4
060510001023070	4
060510001023071	4
060510001023072	4
060510001023073	4
060510001023074	4
060510001023075	4
060510001023076	4
060510001023077	4
060510001023078	4
060510001023079	4
060510001023080	4
060510001023081	4
060510001023082	4
060510001023083	4
060510001023084	4
060510001023085	4
060510001023086	4
060510001023087	4
060510001023088	4
060510001023089	4
060510001023090	4
060510001023091	4
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060510001023094	4
060510001023095	4
060510001023096	4
060510001023097	4
060510001023098	4
060510001023099	4
060510001023100	4
060510001023101	4

Census Block	District
060510001023102	4
060510001023103	4
060510001023104	4
060510001023105	4
060510001023106	4
060510001023107	4
060510001023108	4
060510001023109	4
060510001023110	4
060510001023111	4
060510001023112	4
060510001023113	4
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060510001023124	4
060510001023125	4
060510001023126	4
060510001023127	4
060510001023128	4
060510001023129	4
060510001023130	4
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060510001023132	4
060510001023133	4
060510001023134	4
060510001023135	4
060510001023136	4
060510001023137	4
060510001023138	4
060510001023139	4
060510001023140	4
060510001023141	4
060510001023142	4
060510001023143	4

Exhibit B
 Map 1A Census Blocks

Census Block	District
060510001023144	4
060510001023145	4
060510001023146	4
060510001023147	4
060510001023148	4
060510001023149	4
060510001023150	4
060510001023151	4
060510001023152	4
060510001023153	4
060510001023154	4
060510001023155	4
060510001023156	4
060510001023157	4
060510001023158	4
060510001023159	4
060510001023160	4
060510001023161	4
060510001023162	4
060510001023163	4
060510001023164	4
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060510001023166	4
060510001023167	4
060510001023168	4
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060510001023170	4
060510001023171	4
060510001023172	4
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060510001023176	4
060510001023177	4
060510001023178	4
060510001023179	4
060510001023180	4
060510001023181	4
060510001023182	4
060510001023183	4
060510001023184	4
060510001023185	4

Census Block	District
060510001023186	4
060510001023187	4
060510001023188	4
060510001023189	4
060510001023190	4
060510001023191	4
060510001023192	4
060510001023193	4
060510001023194	4
060510001023195	4
060510001023196	4
060510001023197	4
060510001023198	4
060510001023199	4
060510001023200	4
060510001023201	4
060510001023202	4
060510001023203	4
060510001023204	4
060510001023205	4
060510001023206	4
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060510001023222	4
060510001023223	4
060510001023224	4
060510001023225	4
060510001023226	4
060510001023227	4

Census Block	District
060510001023228	4
060510001023229	4
060510001023230	4
060510001023231	4
060510001023232	4
060510001023233	4
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060510001024013	4
060510001024014	3
060510001024015	3
060510001024016	4
060510001024017	4
060510001024018	4
060510001024019	4
060510001024020	4
060510001024021	4
060510001024022	3
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060510001024024	3
060510001024025	3
060510001024026	3
060510001024027	4
060510001024028	3
060510001024029	3
060510001024030	3

Exhibit B
 Map 1A Census Blocks

Census Block	District
060510001024031	3
060510001024032	3
060510001024033	3
060510001024034	3
060510001024035	3
060510001024036	3
060510001024037	3
060510001024038	3
060510001024039	3
060510001024040	3
060510001024041	3
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060510001024066	3
060510001024067	4
060510001024068	4
060510001024069	4
060510001024070	3
060510001024071	4
060510001024072	3

Census Block	District
060510001024073	4
060510001024074	4
060510001024075	3
060510001024076	4
060510001024077	4
060510001024078	4
060510001024079	4
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060510001024109	3
060510001024110	3
060510001024111	3
060510001024112	3
060510001024113	3
060510001024114	3

Census Block	District
060510001024115	3
060510001024116	3
060510001024117	3
060510001024118	3
060510001024119	3
060510001024120	3
060510001024121	3
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060510001024147	3
060510001024148	3
060510001024149	3
060510001024150	3
060510001024151	3
060510001024152	3
060510001024153	3
060510001024154	3
060510001024155	3
060510001024156	3

Exhibit B
 Map 1A Census Blocks

Census Block	District
060510001024157	3
060510001024158	3
060510001024159	3
060510001024160	3
060510001024161	3
060510001024162	3
060510001024163	4
060510001024164	3
060510001024165	3
060510001024166	3
060510001024167	4
060510001024168	4
060510001024169	4
060510001024170	4
060510001024171	3
060510001024172	3
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060510001024174	4
060510001024175	4
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060510001024177	3
060510002011000	4
060510002011001	4
060510002011002	4
060510002011003	4
060510002011004	4
060510002011005	4
060510002011006	4
060510002011007	4
060510002011008	4
060510002011009	4
060510002011010	4
060510002011011	4
060510002011012	4
060510002011013	3
060510002011014	3
060510002011015	4
060510002011016	3
060510002011017	4
060510002011018	4
060510002011019	3
060510002011020	3

Census Block	District
060510002011021	3
060510002011022	4
060510002011023	4
060510002011024	4
060510002011025	4
060510002011026	4
060510002011027	4
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060510002011034	1
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060510002011036	5
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060510002011040	1
060510002011041	1
060510002011042	5
060510002011043	1
060510002011044	5
060510002011045	5
060510002011046	5
060510002011047	5
060510002011048	5
060510002011049	5
060510002011050	5
060510002011051	5
060510002011052	4
060510002012000	1
060510002012001	1
060510002012002	1
060510002012003	1
060510002012004	1
060510002012005	1
060510002012006	1
060510002012007	1
060510002012008	1
060510002012009	1

Census Block	District
060510002012010	1
060510002012011	1
060510002012012	1
060510002012013	1
060510002012014	1
060510002012015	5
060510002012016	1
060510002012017	1
060510002012018	5
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060510002013001	5
060510002013002	5
060510002013003	5
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060510002013006	5
060510002013007	5
060510002013008	5
060510002013009	5
060510002013010	5
060510002013011	5
060510002013012	5
060510002013013	5
060510002013014	5
060510002013015	5
060510002013016	5
060510002013017	5
060510002013018	5
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060510002013020	5
060510002013021	5
060510002013022	5
060510002013023	5
060510002013024	5
060510002013025	5
060510002013026	5
060510002013027	5
060510002013028	5
060510002013029	5
060510002013030	5
060510002013031	5
060510002013032	5

Exhibit B
 Map 1A Census Blocks

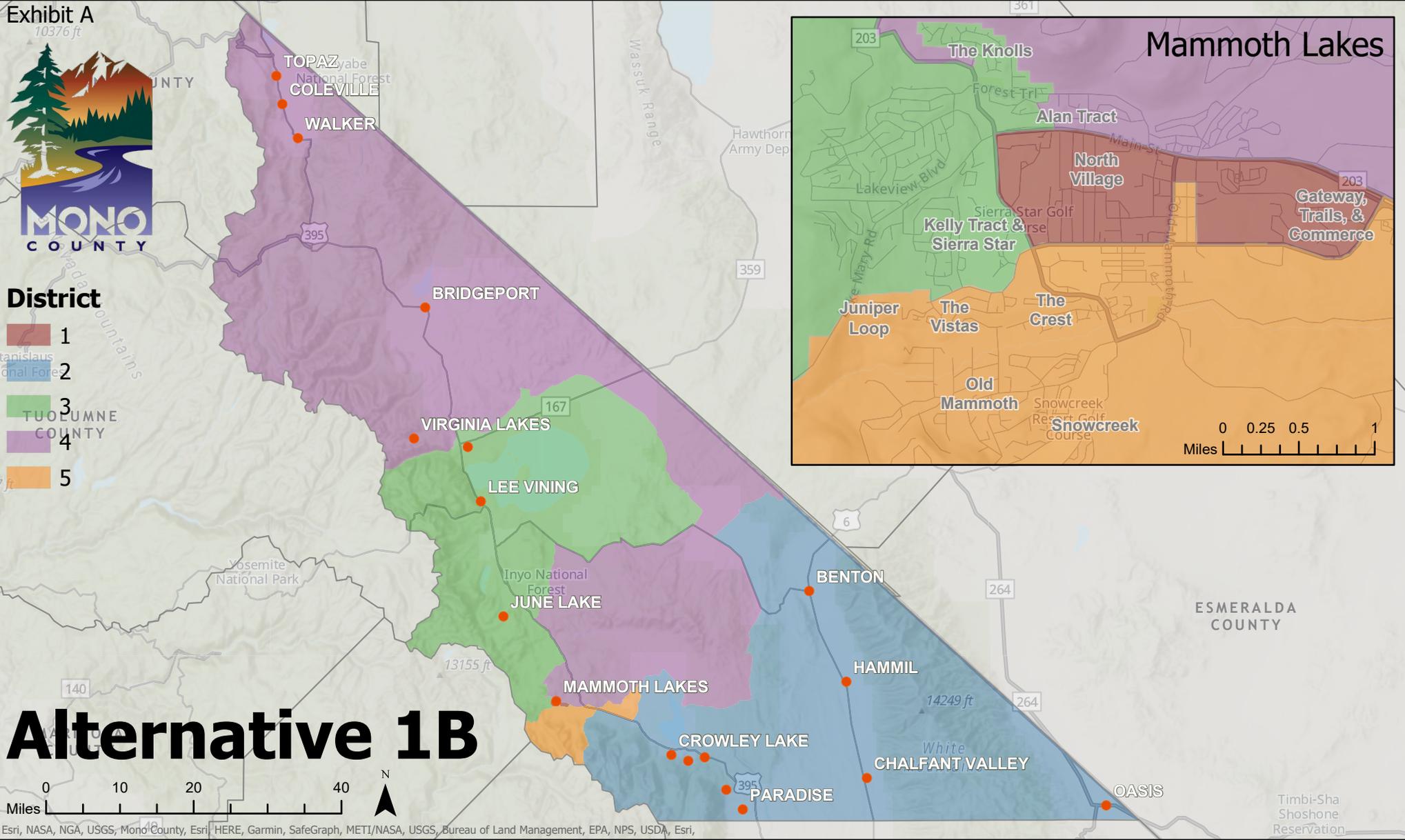
Census Block	District
060510002013033	5
060510002013034	5
060510002013035	5
060510002013036	5
060510002013037	5
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060510002013039	5
060510002013040	5
060510002013041	5
060510002013042	5
060510002013043	5
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060510002013047	5
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060510002021018	3
060510002021019	3
060510002021020	3
060510002021021	3
060510002021022	3
060510002021023	3
060510002021024	3

Census Block	District
060510002021025	3
060510002021026	3
060510002021027	3
060510002021028	3
060510002021029	3
060510002021030	3
060510002021031	3
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060510002022003	5
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060510002023007	5
060510002023008	5
060510002023009	5
060510002023010	5
060510002023011	5
060510002023012	5
060510002023013	5

Census Block	District
060510002023014	5
060510002023015	5
060510002023016	5
060510002023017	5
060510002023018	5
060510002023019	5
060510002023020	5
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060510002025013	1
060510002025014	3
060510002025015	3
060510002025016	3
060510002025017	3
060510002025018	3
060510002025019	3

Exhibit B
Map 1A Census Blocks

Census Block	District
060510002025020	3
060510002025021	3
060510002025022	5
060510002025023	5
060510002025024	3
060510002025025	1
060510002025026	1
060510002025027	1
060510002025028	1
060510002025029	1
060510002025030	5
060510002025031	3
060510002025032	3
060510002025033	3
060510002025034	3
060510002025035	3



Alternative 1B

Max Deviation: 10.1%

District	Population	Incorp.		18+		White		Latinx		Black		Native Am.		Asian		Islander		Other	
		Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%
1	2559	2559	100%	2022	79%	1199	47%	735	29%	12	0.47%	2	0.078%	21	0.82%	4	0.16%	49	1.9%
2	2799	0	0%	2257	81%	1812	65%	237	8.5%	3	0.11%	54	1.9%	26	0.93%	11	0.39%	114	4.1%
3	2656	1548	58%	2151	81%	1668	63%	342	13%	5	0.19%	12	0.45%	35	1.3%	2	0.075%	87	3.3%
4	2532	448	18%	2067	82%	1451	57%	405	16%	27	1.1%	75	3%	22	0.87%	3	0.12%	84	3.3%
5	2671	2614	98%	2080	78%	1261	47%	674	25%	9	0.34%	0	0%	38	1.4%	6	0.22%	92	3.4%

Exhibit B
Map 1B Census Blocks

Census Block	District
060510001011000	4
060510001011001	4
060510001011002	4
060510001011003	4
060510001011004	4
060510001011005	4
060510001011006	4
060510001011007	4
060510001011008	4
060510001011009	4
060510001011010	4
060510001011011	4
060510001011012	4
060510001011013	4
060510001011014	4
060510001011015	4
060510001011016	4
060510001011017	4
060510001011018	4
060510001011019	4
060510001011020	4
060510001011021	2
060510001011022	2
060510001011023	2
060510001011024	2
060510001011025	2
060510001011026	2
060510001011027	2
060510001011028	2
060510001011029	4
060510001011030	2
060510001011031	2
060510001011032	2
060510001011033	2
060510001011034	2
060510001011035	2
060510001011036	2
060510001011037	2
060510001011038	2
060510001011039	2
060510001011040	2
060510001011041	2

Census Block	District
060510001011042	2
060510001011043	2
060510001011044	2
060510001011045	2
060510001011046	2
060510001011047	2
060510001011048	2
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060510001011051	2
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060510001011076	2
060510001011077	2
060510001011078	2
060510001011079	2
060510001011080	2
060510001011081	2
060510001011082	2
060510001011083	2

Census Block	District
060510001011084	2
060510001011085	2
060510001011086	2
060510001011087	2
060510001011088	2
060510001011089	2
060510001011090	4
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060510001011116	4
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060510001011119	4
060510001011120	4
060510001011121	4
060510001011122	4
060510001011123	4
060510001011124	4
060510001011125	4

Exhibit B
Map 1B Census Blocks

Census Block	District
060510001011126	2
060510001011127	4
060510001011128	4
060510001011129	2
060510001011130	2
060510001011131	2
060510001011132	2
060510001011133	2
060510001011134	2
060510001011135	4
060510001011136	4
060510001011137	4
060510001011138	4
060510001011139	4
060510001011140	2
060510001011141	2
060510001011142	2
060510001011143	2
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060510001011161	2
060510001011162	2
060510001011163	2
060510001011164	2
060510001011165	2
060510001011166	2
060510001011167	2

Census Block	District
060510001011168	4
060510001011169	4
060510001011170	2
060510001011171	2
060510001011172	2
060510001011173	2
060510001011174	2
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060510001011189	2
060510001011190	2
060510001011191	4
060510001011192	4
060510001011193	4
060510001011194	4
060510001011195	2
060510001011196	2
060510001011197	4
060510001012000	3
060510001012001	3
060510001012002	3
060510001012003	3
060510001012004	3
060510001012005	3
060510001012006	3
060510001012007	3
060510001012008	3
060510001012009	3
060510001012010	3
060510001012011	3

Census Block	District
060510001012012	3
060510001012013	3
060510001012014	3
060510001012015	3
060510001012016	3
060510001012017	3
060510001012018	3
060510001012019	3
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060510001012047	3
060510001012048	3
060510001012049	3
060510001012050	3
060510001012051	3
060510001012052	3
060510001012053	3

Exhibit B
 Map 1B Census Blocks

Census Block	District
060510001012054	3
060510001012055	3
060510001012056	3
060510001012057	3
060510001012058	4
060510001012059	4
060510001012060	4
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060510001012062	4
060510001012063	4
060510001012064	4
060510001012065	4
060510001012066	4
060510001012067	4
060510001012068	4
060510001012069	4
060510001012070	4
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060510001012072	4
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060510001012081	3
060510001012082	3
060510001012083	3
060510001012084	3
060510001012085	3
060510001012086	3
060510001012087	3
060510001012088	3
060510001012089	3
060510001012090	3
060510001012091	3
060510001012092	3
060510001012093	3
060510001012094	3
060510001012095	3

Census Block	District
060510001012096	3
060510001012097	3
060510001012098	3
060510001012099	3
060510001012100	3
060510001012101	3
060510001012102	3
060510001012103	3
060510001012104	3
060510001012105	3
060510001012106	3
060510001012107	3
060510001012108	3
060510001012109	3
060510001012110	3
060510001012111	3
060510001012112	3
060510001012113	3
060510001012114	3
060510001012115	3
060510001012116	3
060510001012117	3
060510001012118	3
060510001012119	3
060510001012120	3
060510001012121	3
060510001012122	3
060510001012123	3
060510001012124	3
060510001012125	3
060510001012126	3
060510001012127	3
060510001012128	3
060510001012129	3
060510001012130	3
060510001012131	3
060510001012132	3
060510001012133	3
060510001012134	3
060510001012135	4
060510001013000	2
060510001013001	2

Census Block	District
060510001013002	2
060510001013003	2
060510001013004	2
060510001013005	2
060510001013006	2
060510001013007	2
060510001013008	2
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060510001013012	2
060510001013013	2
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060510001013015	2
060510001013016	2
060510001013017	2
060510001013018	2
060510001013019	2
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060510001013022	2
060510001013023	2
060510001013024	2
060510001013025	2
060510001013026	2
060510001013027	2
060510001013028	2
060510001013029	2
060510001013030	2
060510001013031	2
060510001013032	2
060510001013033	2
060510001013034	2
060510001013035	2
060510001013036	2
060510001013037	2
060510001013038	2
060510001013039	2
060510001013040	2
060510001013041	2
060510001013042	2
060510001013043	2

Exhibit B
 Map 1B Census Blocks

Census Block	District
060510001013044	2
060510001013045	2
060510001013046	2
060510001013047	2
060510001013048	2
060510001013049	2
060510001013050	2
060510001013051	2
060510001013052	2
060510001013053	2
060510001013054	2
060510001013055	2
060510001013056	2
060510001013057	2
060510001013058	2
060510001013059	2
060510001013060	2
060510001013061	2
060510001013062	2
060510001013063	2
060510001013064	2
060510001013065	2
060510001013066	2
060510001013067	2
060510001013068	2
060510001013069	2
060510001013070	2
060510001013071	2
060510001013072	2
060510001013073	2
060510001013074	2
060510001013075	2
060510001013076	2
060510001013077	2
060510001013078	2
060510001013079	2
060510001013080	2
060510001013081	2
060510001013082	2
060510001013083	2
060510001013084	2
060510001013085	2

Census Block	District
060510001013086	2
060510001013087	2
060510001013088	2
060510001013089	2
060510001013090	2
060510001013091	2
060510001013092	2
060510001013093	2
060510001013094	2
060510001014000	4
060510001014001	4
060510001014002	4
060510001014003	4
060510001014004	4
060510001014005	4
060510001014006	4
060510001014007	4
060510001014008	4
060510001014009	4
060510001014010	4
060510001014011	4
060510001014012	4
060510001014013	4
060510001014014	4
060510001014015	4
060510001014016	4
060510001014017	4
060510001014018	4
060510001014019	4
060510001014020	4
060510001014021	4
060510001014022	4
060510001014023	4
060510001014024	4
060510001014025	4
060510001014026	4
060510001014027	4
060510001014028	4
060510001014029	4
060510001014030	4
060510001014031	5
060510001014032	5

Census Block	District
060510001014033	2
060510001014034	2
060510001014035	2
060510001014036	2
060510001014037	2
060510001014038	2
060510001014039	2
060510001014040	2
060510001014041	2
060510001014042	2
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060510001014058	5
060510001014059	5
060510001014060	4
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060510001014062	4
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060510001014066	2
060510001014067	5
060510001014068	2
060510001014069	5
060510001014070	5
060510001014071	2
060510001014072	2
060510001014073	2
060510001014074	2

Exhibit B
Map 1B Census Blocks

Census Block	District
060510001014075	2
060510001014076	2
060510001014077	2
060510001014078	2
060510001014079	2
060510001014080	2
060510001014081	2
060510001014082	2
060510001014083	2
060510001014084	2
060510001014085	2
060510001014086	2
060510001014087	2
060510001014088	2
060510001014089	2
060510001014090	2
060510001014091	2
060510001014092	2
060510001014093	2
060510001014094	2
060510001014095	2
060510001014096	2
060510001014097	2
060510001014098	2
060510001014099	2
060510001014100	2
060510001014101	2
060510001014102	2
060510001014103	2
060510001014104	2
060510001014105	2
060510001014106	2
060510001014107	2
060510001014108	2
060510001014109	2
060510001014110	2
060510001014111	2
060510001014112	2
060510001014113	2
060510001014114	2
060510001014115	2
060510001014116	2

Census Block	District
060510001014117	2
060510001014118	2
060510001014119	2
060510001014120	2
060510001014121	2
060510001014122	2
060510001014123	2
060510001014124	2
060510001014125	2
060510001014126	2
060510001014127	2
060510001014128	2
060510001014129	2
060510001014130	2
060510001014131	2
060510001014132	2
060510001014133	2
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060510001014135	2
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060510001014137	2
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060510001014139	2
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060510001014143	2
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060510001014149	2
060510001014150	2
060510001014151	2
060510001014152	2
060510001014153	2
060510001014154	2
060510001014155	2
060510001014156	2
060510001014157	2
060510001014158	2

Census Block	District
060510001014159	2
060510001014160	2
060510001014161	2
060510001014162	2
060510001014163	2
060510001014164	5
060510001014165	5
060510001014166	4
060510001014167	4
060510001014168	4
060510001014169	4
060510001014170	4
060510001014171	2
060510001014172	2
060510001014173	2
060510001014174	2
060510001014175	2
060510001014176	2
060510001014177	5
060510001014178	2
060510001014179	2
060510001014180	2
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060510001021001	4
060510001021002	4
060510001021003	4
060510001021004	4
060510001021005	4
060510001021006	4
060510001021007	4
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060510001021010	4
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060510001021012	4
060510001021013	4
060510001021014	4
060510001021015	4
060510001021016	4
060510001021017	4
060510001021018	4
060510001021019	4

Exhibit B
 Map 1B Census Blocks

Census Block	District
060510001021020	4
060510001021021	4
060510001021022	4
060510001021023	4
060510001021024	4
060510001021025	4
060510001021026	4
060510001021027	4
060510001021028	4
060510001021029	4
060510001021030	4
060510001021031	4
060510001021032	4
060510001021033	4
060510001021034	4
060510001021035	4
060510001021036	4
060510001021037	4
060510001021038	4
060510001021039	4
060510001021040	4
060510001021041	4
060510001021042	4
060510001021043	4
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060510001021045	4
060510001021046	4
060510001021047	4
060510001021048	4
060510001021049	4
060510001022000	4
060510001022001	4
060510001022002	4
060510001022003	4
060510001022004	4
060510001022005	4
060510001022006	4
060510001022007	4
060510001022008	4
060510001022009	4
060510001022010	4
060510001022011	4

Census Block	District
060510001022012	4
060510001022013	4
060510001022014	4
060510001022015	4
060510001022016	4
060510001022017	4
060510001022018	4
060510001022019	4
060510001022020	4
060510001022021	4
060510001022022	4
060510001022023	4
060510001022024	4
060510001022025	4
060510001022026	4
060510001022027	4
060510001022028	4
060510001022029	4
060510001022030	4
060510001022031	4
060510001022032	4
060510001022033	4
060510001022034	4
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060510001022047	4
060510001022048	4
060510001022049	4
060510001022050	4
060510001022051	4
060510001022052	4
060510001022053	4

Census Block	District
060510001022054	4
060510001022055	4
060510001022056	4
060510001022057	4
060510001022058	4
060510001022059	4
060510001022060	4
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060510001022062	4
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060510001022073	4
060510001022074	4
060510001022075	4
060510001022076	4
060510001022077	4
060510001023000	4
060510001023001	4
060510001023002	4
060510001023003	4
060510001023004	4
060510001023005	4
060510001023006	4
060510001023007	4
060510001023008	4
060510001023009	4
060510001023010	4
060510001023011	4
060510001023012	4
060510001023013	4
060510001023014	4
060510001023015	4
060510001023016	4
060510001023017	4

Exhibit B
Map 1B Census Blocks

Census Block	District
060510001023018	4
060510001023019	4
060510001023020	4
060510001023021	4
060510001023022	4
060510001023023	4
060510001023024	4
060510001023025	4
060510001023026	4
060510001023027	4
060510001023028	4
060510001023029	4
060510001023030	4
060510001023031	4
060510001023032	4
060510001023033	4
060510001023034	4
060510001023035	4
060510001023036	4
060510001023037	4
060510001023038	4
060510001023039	4
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060510001023041	4
060510001023042	4
060510001023043	4
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060510001023045	4
060510001023046	4
060510001023047	4
060510001023048	4
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060510001023050	4
060510001023051	4
060510001023052	4
060510001023053	4
060510001023054	4
060510001023055	4
060510001023056	4
060510001023057	4
060510001023058	4
060510001023059	4

Census Block	District
060510001023060	4
060510001023061	4
060510001023062	4
060510001023063	4
060510001023064	4
060510001023065	4
060510001023066	4
060510001023067	4
060510001023068	4
060510001023069	4
060510001023070	4
060510001023071	4
060510001023072	4
060510001023073	4
060510001023074	4
060510001023075	4
060510001023076	4
060510001023077	4
060510001023078	4
060510001023079	4
060510001023080	4
060510001023081	4
060510001023082	4
060510001023083	4
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060510001023095	4
060510001023096	4
060510001023097	4
060510001023098	4
060510001023099	4
060510001023100	4
060510001023101	4

Census Block	District
060510001023102	4
060510001023103	4
060510001023104	4
060510001023105	4
060510001023106	4
060510001023107	4
060510001023108	4
060510001023109	4
060510001023110	4
060510001023111	4
060510001023112	4
060510001023113	4
060510001023114	4
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060510001023128	4
060510001023129	4
060510001023130	4
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060510001023132	4
060510001023133	4
060510001023134	4
060510001023135	4
060510001023136	4
060510001023137	4
060510001023138	4
060510001023139	4
060510001023140	4
060510001023141	4
060510001023142	4
060510001023143	4

Exhibit B
 Map 1B Census Blocks

Census Block	District
060510001023144	4
060510001023145	4
060510001023146	4
060510001023147	4
060510001023148	4
060510001023149	4
060510001023150	4
060510001023151	4
060510001023152	4
060510001023153	4
060510001023154	4
060510001023155	4
060510001023156	4
060510001023157	4
060510001023158	4
060510001023159	4
060510001023160	4
060510001023161	4
060510001023162	4
060510001023163	4
060510001023164	4
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060510001023167	4
060510001023168	4
060510001023169	4
060510001023170	4
060510001023171	4
060510001023172	4
060510001023173	4
060510001023174	4
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060510001023176	4
060510001023177	4
060510001023178	4
060510001023179	4
060510001023180	4
060510001023181	4
060510001023182	4
060510001023183	4
060510001023184	4
060510001023185	4

Census Block	District
060510001023186	4
060510001023187	4
060510001023188	4
060510001023189	4
060510001023190	4
060510001023191	4
060510001023192	4
060510001023193	4
060510001023194	4
060510001023195	4
060510001023196	4
060510001023197	4
060510001023198	4
060510001023199	4
060510001023200	4
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060510001023202	4
060510001023203	4
060510001023204	4
060510001023205	4
060510001023206	4
060510001023207	4
060510001023208	4
060510001023209	4
060510001023210	4
060510001023211	4
060510001023212	4
060510001023213	4
060510001023214	4
060510001023215	4
060510001023216	4
060510001023217	4
060510001023218	4
060510001023219	4
060510001023220	4
060510001023221	4
060510001023222	4
060510001023223	4
060510001023224	4
060510001023225	4
060510001023226	4
060510001023227	4

Census Block	District
060510001023228	4
060510001023229	4
060510001023230	4
060510001023231	4
060510001023232	4
060510001023233	4
060510001023234	4
060510001023235	4
060510001023236	4
060510001023237	4
060510001023238	4
060510001024000	4
060510001024001	4
060510001024002	4
060510001024003	4
060510001024004	4
060510001024005	4
060510001024006	4
060510001024007	4
060510001024008	4
060510001024009	4
060510001024010	4
060510001024011	4
060510001024012	4
060510001024013	4
060510001024014	3
060510001024015	3
060510001024016	4
060510001024017	4
060510001024018	4
060510001024019	4
060510001024020	4
060510001024021	4
060510001024022	3
060510001024023	3
060510001024024	3
060510001024025	3
060510001024026	3
060510001024027	4
060510001024028	3
060510001024029	3
060510001024030	3

Exhibit B
 Map 1B Census Blocks

Census Block	District
060510001024031	3
060510001024032	3
060510001024033	3
060510001024034	3
060510001024035	3
060510001024036	3
060510001024037	3
060510001024038	3
060510001024039	3
060510001024040	3
060510001024041	3
060510001024042	3
060510001024043	3
060510001024044	3
060510001024045	3
060510001024046	3
060510001024047	3
060510001024048	3
060510001024049	3
060510001024050	3
060510001024051	3
060510001024052	3
060510001024053	3
060510001024054	3
060510001024055	3
060510001024056	3
060510001024057	3
060510001024058	3
060510001024059	3
060510001024060	3
060510001024061	3
060510001024062	3
060510001024063	3
060510001024064	3
060510001024065	3
060510001024066	3
060510001024067	4
060510001024068	4
060510001024069	4
060510001024070	3
060510001024071	4
060510001024072	3

Census Block	District
060510001024073	4
060510001024074	4
060510001024075	3
060510001024076	4
060510001024077	4
060510001024078	4
060510001024079	4
060510001024080	4
060510001024081	3
060510001024082	4
060510001024083	4
060510001024084	4
060510001024085	4
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060510001024090	3
060510001024091	3
060510001024092	3
060510001024093	3
060510001024094	3
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060510001024096	3
060510001024097	3
060510001024098	3
060510001024099	3
060510001024100	3
060510001024101	3
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060510001024106	3
060510001024107	3
060510001024108	3
060510001024109	3
060510001024110	3
060510001024111	3
060510001024112	3
060510001024113	3
060510001024114	3

Census Block	District
060510001024115	3
060510001024116	3
060510001024117	3
060510001024118	3
060510001024119	3
060510001024120	3
060510001024121	3
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060510001024150	3
060510001024151	3
060510001024152	3
060510001024153	3
060510001024154	3
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060510001024156	3

Exhibit B
Map 1B Census Blocks

Census Block	District
060510001024157	3
060510001024158	3
060510001024159	3
060510001024160	3
060510001024161	3
060510001024162	3
060510001024163	4
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060510001024169	4
060510001024170	4
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060510001024174	4
060510001024175	4
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060510001024177	3
060510002011000	4
060510002011001	4
060510002011002	4
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060510002011006	4
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060510002011008	4
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060510002011014	3
060510002011015	4
060510002011016	3
060510002011017	4
060510002011018	4
060510002011019	3
060510002011020	3

Census Block	District
060510002011021	3
060510002011022	4
060510002011023	4
060510002011024	4
060510002011025	4
060510002011026	4
060510002011027	4
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060510002011043	1
060510002011044	5
060510002011045	5
060510002011046	5
060510002011047	5
060510002011048	5
060510002011049	5
060510002011050	5
060510002011051	5
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060510002012001	1
060510002012002	1
060510002012003	1
060510002012004	1
060510002012005	1
060510002012006	1
060510002012007	1
060510002012008	1
060510002012009	1

Census Block	District
060510002012010	1
060510002012011	1
060510002012012	1
060510002012013	1
060510002012014	1
060510002012015	5
060510002012016	1
060510002012017	1
060510002012018	5
060510002013000	5
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060510002013002	5
060510002013003	5
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060510002013008	5
060510002013009	5
060510002013010	5
060510002013011	5
060510002013012	5
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060510002013014	5
060510002013015	5
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060510002013026	5
060510002013027	5
060510002013028	5
060510002013029	5
060510002013030	5
060510002013031	5
060510002013032	5

Exhibit B
Map 1B Census Blocks

Census Block	District
060510002013033	5
060510002013034	5
060510002013035	5
060510002013036	5
060510002013037	5
060510002013038	5
060510002013039	5
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060510002021018	3
060510002021019	3
060510002021020	3
060510002021021	3
060510002021022	3
060510002021023	3
060510002021024	3

Census Block	District
060510002021025	3
060510002021026	3
060510002021027	3
060510002021028	3
060510002021029	3
060510002021030	3
060510002021031	3
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060510002022003	5
060510002022004	5
060510002022005	5
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060510002023003	5
060510002023004	5
060510002023005	5
060510002023006	5
060510002023007	5
060510002023008	5
060510002023009	5
060510002023010	5
060510002023011	5
060510002023012	5
060510002023013	5

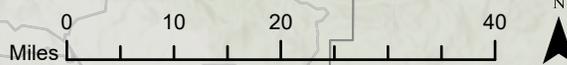
Census Block	District
060510002023014	5
060510002023015	5
060510002023016	5
060510002023017	5
060510002023018	5
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060510002023020	5
060510002023021	5
060510002023022	5
060510002023023	5
060510002024000	1
060510002024001	1
060510002024002	1
060510002024003	1
060510002024004	1
060510002024005	1
060510002024006	1
060510002024007	1
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060510002024010	1
060510002024011	5
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060510002025001	3
060510002025002	3
060510002025003	3
060510002025004	1
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060510002025006	3
060510002025007	3
060510002025008	3
060510002025009	3
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060510002025013	1
060510002025014	3
060510002025015	3
060510002025016	3
060510002025017	3
060510002025018	3
060510002025019	3

Exhibit B
Map 1B Census Blocks

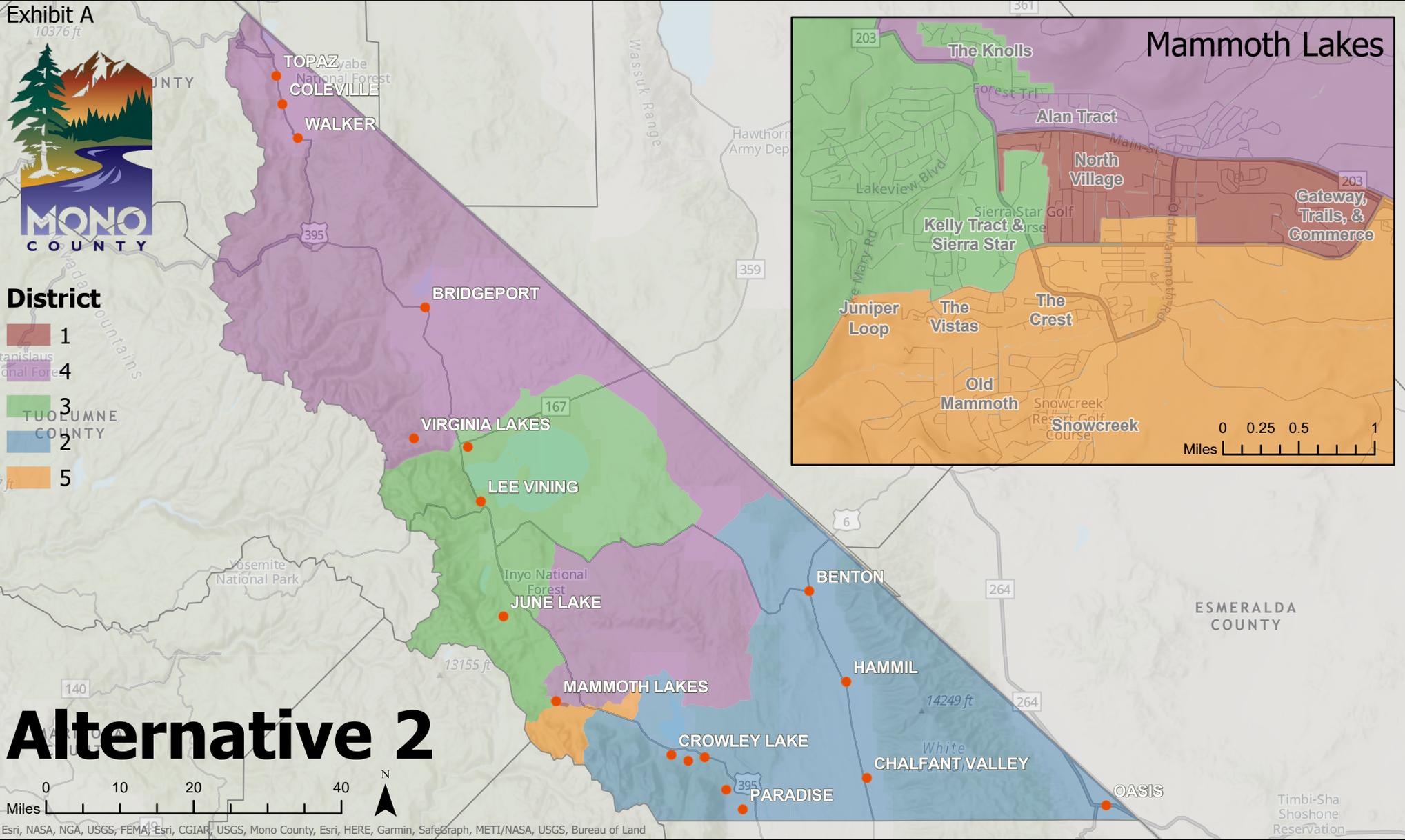
Census Block	District
060510002025020	3
060510002025021	3
060510002025022	5
060510002025023	5
060510002025024	3
060510002025025	1
060510002025026	1
060510002025027	1
060510002025028	1
060510002025029	1
060510002025030	5
060510002025031	3
060510002025032	3
060510002025033	3
060510002025034	3
060510002025035	3



Alternative 2



Esri, NASA, NGA, USGS, FEMA, Esri, CGIAR, USGS, Mono County, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land



Max Deviation: 9.0%

District	Population	Incorp.		18+		White		Latinx		Black		Native Am.		Asian		Islander		Other	
		Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%
1	2615	2615	100%	2026	77%	1140	44%	798	31%	6	0.23%	2	0.076%	19	0.73%	4	0.15%	57	2.2%
2	2799	0	0%	2257	81%	1812	65%	237	8.5%	3	0.11%	54	1.9%	26	0.93%	11	0.39%	114	4.1%
3	2561	1453	57%	2083	81%	1630	64%	327	13%	5	0.2%	12	0.47%	25	0.98%	2	0.078%	82	3.2%
4	2640	556	21%	2148	81%	1498	57%	424	16%	27	1%	75	2.8%	32	1.2%	3	0.11%	89	3.4%
5	2602	2545	98%	2063	79%	1311	50%	607	23%	15	0.58%	0	0%	40	1.5%	6	0.23%	84	3.2%

Exhibit B
 Map 2 Census Blocks

Census Block	District
060510001011000	4
060510001011001	4
060510001011002	4
060510001011003	4
060510001011004	4
060510001011005	4
060510001011006	4
060510001011007	4
060510001011008	4
060510001011009	4
060510001011010	4
060510001011011	4
060510001011012	4
060510001011013	4
060510001011014	4
060510001011015	4
060510001011016	4
060510001011017	4
060510001011018	4
060510001011019	4
060510001011020	4
060510001011021	2
060510001011022	2
060510001011023	2
060510001011024	2
060510001011025	2
060510001011026	2
060510001011027	2
060510001011028	2
060510001011029	4
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060510001011034	2
060510001011035	2
060510001011036	2
060510001011037	2
060510001011038	2
060510001011039	2
060510001011040	2
060510001011041	2

Census Block	District
060510001011042	2
060510001011043	2
060510001011044	2
060510001011045	2
060510001011046	2
060510001011047	2
060510001011048	2
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060510001011077	2
060510001011078	2
060510001011079	2
060510001011080	2
060510001011081	2
060510001011082	2
060510001011083	2

Census Block	District
060510001011084	2
060510001011085	2
060510001011086	2
060510001011087	2
060510001011088	2
060510001011089	2
060510001011090	4
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060510001011104	4
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060510001011112	4
060510001011113	4
060510001011114	4
060510001011115	4
060510001011116	4
060510001011117	4
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060510001011119	4
060510001011120	4
060510001011121	4
060510001011122	4
060510001011123	4
060510001011124	4
060510001011125	4

Exhibit B
 Map 2 Census Blocks

Census Block	District
060510001011126	2
060510001011127	4
060510001011128	4
060510001011129	2
060510001011130	2
060510001011131	2
060510001011132	2
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060510001011161	2
060510001011162	2
060510001011163	2
060510001011164	2
060510001011165	2
060510001011166	2
060510001011167	2

Census Block	District
060510001011168	4
060510001011169	4
060510001011170	2
060510001011171	2
060510001011172	2
060510001011173	2
060510001011174	2
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060510001012004	3
060510001012005	3
060510001012006	3
060510001012007	3
060510001012008	3
060510001012009	3
060510001012010	3
060510001012011	3

Census Block	District
060510001012012	3
060510001012013	3
060510001012014	3
060510001012015	3
060510001012016	3
060510001012017	3
060510001012018	3
060510001012019	3
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060510001012047	3
060510001012048	3
060510001012049	3
060510001012050	3
060510001012051	3
060510001012052	3
060510001012053	3

Exhibit B
Map 2 Census Blocks

Census Block	District
060510001012054	3
060510001012055	3
060510001012056	3
060510001012057	3
060510001012058	4
060510001012059	4
060510001012060	4
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060510001012089	3
060510001012090	3
060510001012091	3
060510001012092	3
060510001012093	3
060510001012094	3
060510001012095	3

Census Block	District
060510001012096	3
060510001012097	3
060510001012098	3
060510001012099	3
060510001012100	3
060510001012101	3
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060510001012131	3
060510001012132	3
060510001012133	3
060510001012134	3
060510001012135	4
060510001013000	2
060510001013001	2

Census Block	District
060510001013002	2
060510001013003	2
060510001013004	2
060510001013005	2
060510001013006	2
060510001013007	2
060510001013008	2
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060510001013037	2
060510001013038	2
060510001013039	2
060510001013040	2
060510001013041	2
060510001013042	2
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Exhibit B
Map 2 Census Blocks

Census Block	District
060510001013044	2
060510001013045	2
060510001013046	2
060510001013047	2
060510001013048	2
060510001013049	2
060510001013050	2
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060510001013060	2
060510001013061	2
060510001013062	2
060510001013063	2
060510001013064	2
060510001013065	2
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060510001013068	2
060510001013069	2
060510001013070	2
060510001013071	2
060510001013072	2
060510001013073	2
060510001013074	2
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060510001013079	2
060510001013080	2
060510001013081	2
060510001013082	2
060510001013083	2
060510001013084	2
060510001013085	2

Census Block	District
060510001013086	2
060510001013087	2
060510001013088	2
060510001013089	2
060510001013090	2
060510001013091	2
060510001013092	2
060510001013093	2
060510001013094	2
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060510001014002	4
060510001014003	4
060510001014004	4
060510001014005	4
060510001014006	4
060510001014007	4
060510001014008	4
060510001014009	4
060510001014010	4
060510001014011	4
060510001014012	4
060510001014013	4
060510001014014	4
060510001014015	4
060510001014016	4
060510001014017	4
060510001014018	4
060510001014019	4
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060510001014026	4
060510001014027	4
060510001014028	4
060510001014029	4
060510001014030	4
060510001014031	5
060510001014032	5

Census Block	District
060510001014033	2
060510001014034	2
060510001014035	2
060510001014036	2
060510001014037	2
060510001014038	2
060510001014039	2
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060510001014068	2
060510001014069	5
060510001014070	5
060510001014071	2
060510001014072	2
060510001014073	2
060510001014074	2

Exhibit B
 Map 2 Census Blocks

Census Block	District
060510001014075	2
060510001014076	2
060510001014077	2
060510001014078	2
060510001014079	2
060510001014080	2
060510001014081	2
060510001014082	2
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060510001014099	2
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060510001014101	2
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060510001014109	2
060510001014110	2
060510001014111	2
060510001014112	2
060510001014113	2
060510001014114	2
060510001014115	2
060510001014116	2

Census Block	District
060510001014117	2
060510001014118	2
060510001014119	2
060510001014120	2
060510001014121	2
060510001014122	2
060510001014123	2
060510001014124	2
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060510001014152	2
060510001014153	2
060510001014154	2
060510001014155	2
060510001014156	2
060510001014157	2
060510001014158	2

Census Block	District
060510001014159	2
060510001014160	2
060510001014161	2
060510001014162	2
060510001014163	2
060510001014164	5
060510001014165	5
060510001014166	4
060510001014167	4
060510001014168	4
060510001014169	4
060510001014170	4
060510001014171	2
060510001014172	2
060510001014173	2
060510001014174	2
060510001014175	2
060510001014176	2
060510001014177	5
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060510001021013	4
060510001021014	4
060510001021015	4
060510001021016	4
060510001021017	4
060510001021018	4
060510001021019	4

Exhibit B
 Map 2 Census Blocks

Census Block	District
060510001021020	4
060510001021021	4
060510001021022	4
060510001021023	4
060510001021024	4
060510001021025	4
060510001021026	4
060510001021027	4
060510001021028	4
060510001021029	4
060510001021030	4
060510001021031	4
060510001021032	4
060510001021033	4
060510001021034	4
060510001021035	4
060510001021036	4
060510001021037	4
060510001021038	4
060510001021039	4
060510001021040	4
060510001021041	4
060510001021042	4
060510001021043	4
060510001021044	4
060510001021045	4
060510001021046	4
060510001021047	4
060510001021048	4
060510001021049	4
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060510001022001	4
060510001022002	4
060510001022003	4
060510001022004	4
060510001022005	4
060510001022006	4
060510001022007	4
060510001022008	4
060510001022009	4
060510001022010	4
060510001022011	4

Census Block	District
060510001022012	4
060510001022013	4
060510001022014	4
060510001022015	4
060510001022016	4
060510001022017	4
060510001022018	4
060510001022019	4
060510001022020	4
060510001022021	4
060510001022022	4
060510001022023	4
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060510001022048	4
060510001022049	4
060510001022050	4
060510001022051	4
060510001022052	4
060510001022053	4

Census Block	District
060510001022054	4
060510001022055	4
060510001022056	4
060510001022057	4
060510001022058	4
060510001022059	4
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060510001023011	4
060510001023012	4
060510001023013	4
060510001023014	4
060510001023015	4
060510001023016	4
060510001023017	4

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 Map 2 Census Blocks

Census Block	District
060510001023018	4
060510001023019	4
060510001023020	4
060510001023021	4
060510001023022	4
060510001023023	4
060510001023024	4
060510001023025	4
060510001023026	4
060510001023027	4
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060510001023029	4
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060510001023034	4
060510001023035	4
060510001023036	4
060510001023037	4
060510001023038	4
060510001023039	4
060510001023040	4
060510001023041	4
060510001023042	4
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060510001023054	4
060510001023055	4
060510001023056	4
060510001023057	4
060510001023058	4
060510001023059	4

Census Block	District
060510001023060	4
060510001023061	4
060510001023062	4
060510001023063	4
060510001023064	4
060510001023065	4
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060510001023069	4
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060510001023095	4
060510001023096	4
060510001023097	4
060510001023098	4
060510001023099	4
060510001023100	4
060510001023101	4

Census Block	District
060510001023102	4
060510001023103	4
060510001023104	4
060510001023105	4
060510001023106	4
060510001023107	4
060510001023108	4
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060510001023137	4
060510001023138	4
060510001023139	4
060510001023140	4
060510001023141	4
060510001023142	4
060510001023143	4

Exhibit B
 Map 2 Census Blocks

Census Block	District
060510001023144	4
060510001023145	4
060510001023146	4
060510001023147	4
060510001023148	4
060510001023149	4
060510001023150	4
060510001023151	4
060510001023152	4
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060510001023179	4
060510001023180	4
060510001023181	4
060510001023182	4
060510001023183	4
060510001023184	4
060510001023185	4

Census Block	District
060510001023186	4
060510001023187	4
060510001023188	4
060510001023189	4
060510001023190	4
060510001023191	4
060510001023192	4
060510001023193	4
060510001023194	4
060510001023195	4
060510001023196	4
060510001023197	4
060510001023198	4
060510001023199	4
060510001023200	4
060510001023201	4
060510001023202	4
060510001023203	4
060510001023204	4
060510001023205	4
060510001023206	4
060510001023207	4
060510001023208	4
060510001023209	4
060510001023210	4
060510001023211	4
060510001023212	4
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060510001023222	4
060510001023223	4
060510001023224	4
060510001023225	4
060510001023226	4
060510001023227	4

Census Block	District
060510001023228	4
060510001023229	4
060510001023230	4
060510001023231	4
060510001023232	4
060510001023233	4
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060510001024024	3
060510001024025	3
060510001024026	3
060510001024027	4
060510001024028	3
060510001024029	3
060510001024030	3

Exhibit B
 Map 2 Census Blocks

Census Block	District
060510001024031	3
060510001024032	3
060510001024033	3
060510001024034	3
060510001024035	3
060510001024036	3
060510001024037	3
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060510001024042	3
060510001024043	3
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060510001024045	3
060510001024046	3
060510001024047	3
060510001024048	3
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060510001024066	3
060510001024067	4
060510001024068	4
060510001024069	4
060510001024070	3
060510001024071	4
060510001024072	3

Census Block	District
060510001024073	4
060510001024074	4
060510001024075	3
060510001024076	4
060510001024077	4
060510001024078	4
060510001024079	4
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060510001024109	3
060510001024110	3
060510001024111	3
060510001024112	3
060510001024113	3
060510001024114	3

Census Block	District
060510001024115	3
060510001024116	3
060510001024117	3
060510001024118	3
060510001024119	3
060510001024120	3
060510001024121	3
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060510001024150	3
060510001024151	3
060510001024152	3
060510001024153	3
060510001024154	3
060510001024155	3
060510001024156	3

Exhibit B
Map 2 Census Blocks

Census Block	District
060510001024157	3
060510001024158	3
060510001024159	3
060510001024160	3
060510001024161	3
060510001024162	3
060510001024163	4
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060510001024171	3
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060510001024174	4
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060510001024177	3
060510002011000	4
060510002011001	4
060510002011002	4
060510002011003	4
060510002011004	4
060510002011005	4
060510002011006	4
060510002011007	4
060510002011008	4
060510002011009	4
060510002011010	4
060510002011011	4
060510002011012	4
060510002011013	3
060510002011014	3
060510002011015	4
060510002011016	3
060510002011017	4
060510002011018	4
060510002011019	3
060510002011020	3

Census Block	District
060510002011021	3
060510002011022	4
060510002011023	4
060510002011024	4
060510002011025	4
060510002011026	4
060510002011027	4
060510002011028	4
060510002011029	4
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060510002011031	1
060510002011032	1
060510002011033	1
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060510002011037	3
060510002011038	1
060510002011039	1
060510002011040	1
060510002011041	1
060510002011042	5
060510002011043	1
060510002011044	5
060510002011045	5
060510002011046	5
060510002011047	5
060510002011048	5
060510002011049	5
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060510002012002	1
060510002012003	1
060510002012004	1
060510002012005	1
060510002012006	1
060510002012007	1
060510002012008	1
060510002012009	1

Census Block	District
060510002012010	1
060510002012011	1
060510002012012	1
060510002012013	5
060510002012014	5
060510002012015	5
060510002012016	5
060510002012017	5
060510002012018	5
060510002013000	5
060510002013001	5
060510002013002	5
060510002013003	5
060510002013004	5
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060510002013025	5
060510002013026	5
060510002013027	5
060510002013028	5
060510002013029	5
060510002013030	5
060510002013031	5
060510002013032	5

Exhibit B
 Map 2 Census Blocks

Census Block	District
060510002013033	5
060510002013034	5
060510002013035	5
060510002013036	5
060510002013037	5
060510002013038	5
060510002013039	5
060510002013040	5
060510002013041	5
060510002013042	5
060510002013043	5
060510002013044	5
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060510002013046	5
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060510002013048	5
060510002013049	5
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060510002021018	3
060510002021019	3
060510002021020	3
060510002021021	3
060510002021022	3
060510002021023	3
060510002021024	3

Census Block	District
060510002021025	3
060510002021026	3
060510002021027	3
060510002021028	3
060510002021029	3
060510002021030	3
060510002021031	3
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060510002021041	3
060510002021042	3
060510002021043	3
060510002021044	3
060510002022000	5
060510002022001	5
060510002022002	5
060510002022003	5
060510002022004	5
060510002022005	5
060510002022006	5
060510002022007	5
060510002023000	5
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060510002023002	5
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060510002023007	5
060510002023008	5
060510002023009	5
060510002023010	5
060510002023011	5
060510002023012	5
060510002023013	5

Census Block	District
060510002023014	5
060510002023015	5
060510002023016	5
060510002023017	5
060510002023018	5
060510002023019	5
060510002023020	5
060510002023021	5
060510002023022	5
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060510002024006	1
060510002024007	1
060510002024008	1
060510002024009	1
060510002024010	1
060510002024011	5
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060510002025001	4
060510002025002	3
060510002025003	3
060510002025004	1
060510002025005	4
060510002025006	4
060510002025007	3
060510002025008	3
060510002025009	3
060510002025010	3
060510002025011	3
060510002025012	3
060510002025013	1
060510002025014	3
060510002025015	3
060510002025016	3
060510002025017	3
060510002025018	3
060510002025019	3

Exhibit B
Map 2 Census Blocks

Census Block	District
060510002025020	3
060510002025021	3
060510002025022	5
060510002025023	5
060510002025024	3
060510002025025	3
060510002025026	3
060510002025027	3
060510002025028	1
060510002025029	1
060510002025030	5
060510002025031	3
060510002025032	3
060510002025033	3
060510002025034	3
060510002025035	3

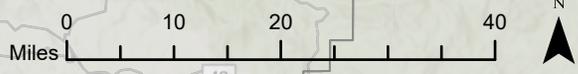
Exhibit A



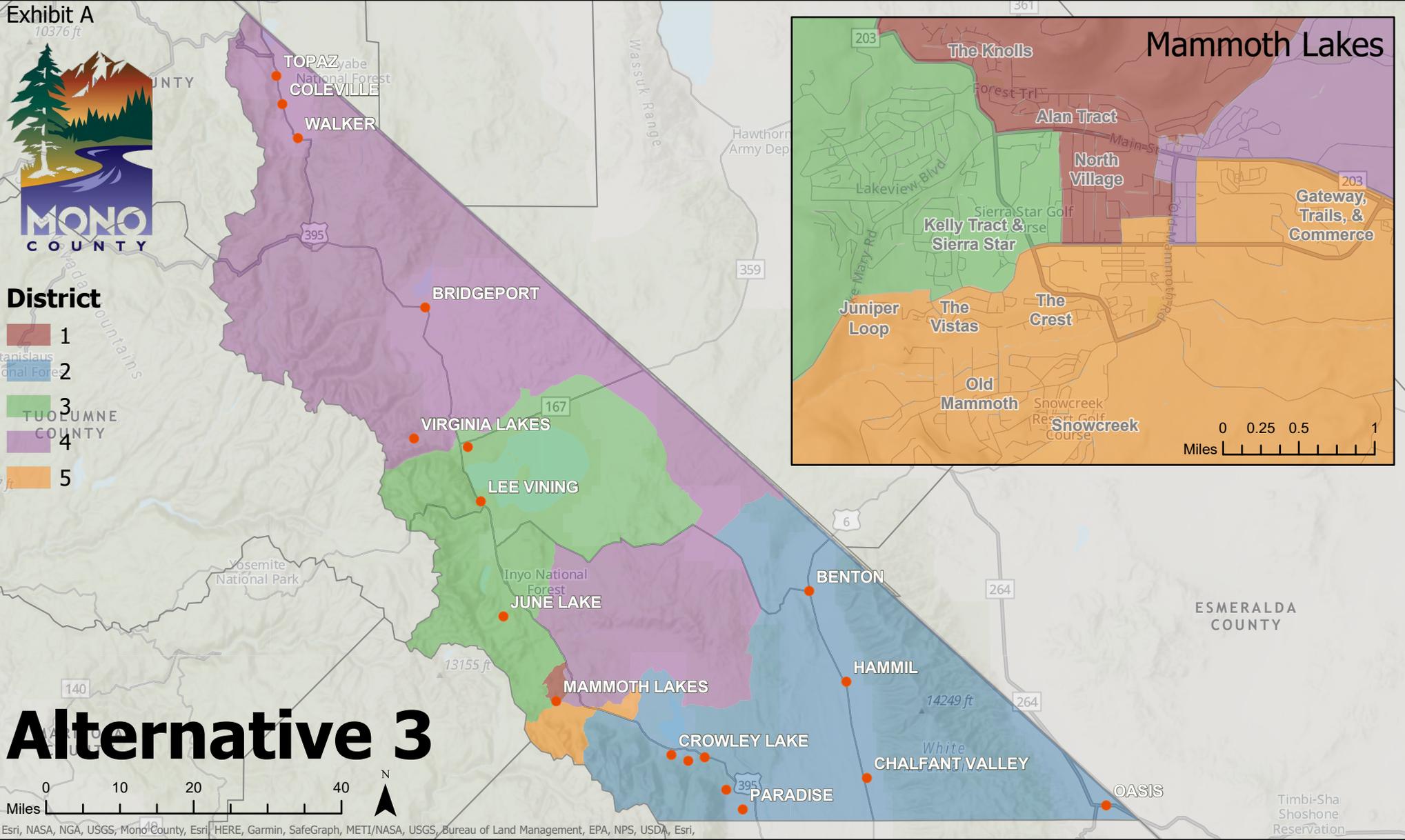
District

- 1
- 2
- 3
- 4
- 5

Alternative 3



Esri, NASA, NGA, USGS, Mono County, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, Esri



Max Deviation: 8.1%

District	Population	Incorp.		18+		White		Latinx		Black		Native Am.		Asian		Islander		Other	
		Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%
1	2584	2584	100%	2036	79%	1265	49%	680	26%	7	0.27%	2	0.077%	21	0.81%	4	0.15%	57	2.2%
2	2810	0	0%	2266	81%	1819	65%	239	8.5%	3	0.11%	54	1.9%	26	0.93%	11	0.39%	114	4.1%
3	2587	1479	57%	2113	82%	1613	62%	373	14%	5	0.19%	12	0.46%	24	0.93%	2	0.077%	84	3.2%
4	2595	511	20%	2065	80%	1320	51%	529	20%	26	1%	75	2.9%	26	1%	3	0.12%	86	3.3%
5	2641	2595	98%	2097	79%	1374	52%	572	22%	15	0.57%	0	0%	45	1.7%	6	0.23%	85	3.2%

Exhibit B
 Map 3 Census Blocks

Census Block	District
060510001011000	4
060510001011001	4
060510001011002	4
060510001011003	4
060510001011004	4
060510001011005	4
060510001011006	4
060510001011007	4
060510001011008	4
060510001011009	4
060510001011010	4
060510001011011	4
060510001011012	4
060510001011013	4
060510001011014	4
060510001011015	4
060510001011016	4
060510001011017	4
060510001011018	4
060510001011019	4
060510001011020	4
060510001011021	2
060510001011022	2
060510001011023	2
060510001011024	2
060510001011025	2
060510001011026	2
060510001011027	2
060510001011028	2
060510001011029	4
060510001011030	2
060510001011031	2
060510001011032	2
060510001011033	2
060510001011034	2
060510001011035	2
060510001011036	2
060510001011037	2
060510001011038	2
060510001011039	2
060510001011040	2
060510001011041	2

Census Block	District
060510001011042	2
060510001011043	2
060510001011044	2
060510001011045	2
060510001011046	2
060510001011047	2
060510001011048	2
060510001011049	2
060510001011050	2
060510001011051	2
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060510001011062	2
060510001011063	2
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060510001011065	2
060510001011066	2
060510001011067	2
060510001011068	2
060510001011069	2
060510001011070	2
060510001011071	2
060510001011072	2
060510001011073	2
060510001011074	2
060510001011075	2
060510001011076	2
060510001011077	2
060510001011078	2
060510001011079	2
060510001011080	2
060510001011081	2
060510001011082	2
060510001011083	2

Census Block	District
060510001011084	2
060510001011085	2
060510001011086	2
060510001011087	2
060510001011088	2
060510001011089	2
060510001011090	4
060510001011091	4
060510001011092	4
060510001011093	4
060510001011094	4
060510001011095	4
060510001011096	4
060510001011097	4
060510001011098	4
060510001011099	4
060510001011100	4
060510001011101	4
060510001011102	4
060510001011103	4
060510001011104	4
060510001011105	4
060510001011106	4
060510001011107	4
060510001011108	4
060510001011109	4
060510001011110	4
060510001011111	4
060510001011112	4
060510001011113	4
060510001011114	4
060510001011115	4
060510001011116	4
060510001011117	4
060510001011118	4
060510001011119	4
060510001011120	4
060510001011121	4
060510001011122	4
060510001011123	4
060510001011124	4
060510001011125	4

Exhibit B
Map 3 Census Blocks

Census Block	District
060510001011126	2
060510001011127	4
060510001011128	4
060510001011129	2
060510001011130	2
060510001011131	2
060510001011132	2
060510001011133	2
060510001011134	2
060510001011135	4
060510001011136	4
060510001011137	4
060510001011138	4
060510001011139	4
060510001011140	2
060510001011141	2
060510001011142	2
060510001011143	2
060510001011144	2
060510001011145	2
060510001011146	2
060510001011147	2
060510001011148	2
060510001011149	2
060510001011150	2
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060510001011154	2
060510001011155	2
060510001011156	2
060510001011157	2
060510001011158	2
060510001011159	2
060510001011160	2
060510001011161	2
060510001011162	2
060510001011163	2
060510001011164	2
060510001011165	2
060510001011166	2
060510001011167	2

Census Block	District
060510001011168	4
060510001011169	4
060510001011170	2
060510001011171	2
060510001011172	2
060510001011173	2
060510001011174	2
060510001011175	2
060510001011176	2
060510001011177	4
060510001011178	2
060510001011179	2
060510001011180	4
060510001011181	4
060510001011182	2
060510001011183	2
060510001011184	4
060510001011185	2
060510001011186	2
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060510001011189	2
060510001011190	2
060510001011191	4
060510001011192	4
060510001011193	4
060510001011194	4
060510001011195	2
060510001011196	2
060510001011197	4
060510001012000	3
060510001012001	3
060510001012002	3
060510001012003	3
060510001012004	3
060510001012005	3
060510001012006	3
060510001012007	3
060510001012008	3
060510001012009	3
060510001012010	3
060510001012011	3

Census Block	District
060510001012012	3
060510001012013	3
060510001012014	3
060510001012015	3
060510001012016	3
060510001012017	3
060510001012018	3
060510001012019	3
060510001012020	3
060510001012021	3
060510001012022	3
060510001012023	3
060510001012024	3
060510001012025	3
060510001012026	3
060510001012027	3
060510001012028	3
060510001012029	3
060510001012030	3
060510001012031	3
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060510001012047	3
060510001012048	3
060510001012049	3
060510001012050	3
060510001012051	3
060510001012052	3
060510001012053	3

Exhibit B
 Map 3 Census Blocks

Census Block	District
060510001012054	3
060510001012055	3
060510001012056	3
060510001012057	3
060510001012058	4
060510001012059	4
060510001012060	4
060510001012061	4
060510001012062	4
060510001012063	4
060510001012064	4
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060510001012067	4
060510001012068	4
060510001012069	4
060510001012070	4
060510001012071	4
060510001012072	4
060510001012073	4
060510001012074	4
060510001012075	4
060510001012076	3
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060510001012078	3
060510001012079	3
060510001012080	3
060510001012081	3
060510001012082	3
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060510001012086	3
060510001012087	3
060510001012088	3
060510001012089	3
060510001012090	3
060510001012091	3
060510001012092	3
060510001012093	3
060510001012094	3
060510001012095	3

Census Block	District
060510001012096	3
060510001012097	3
060510001012098	3
060510001012099	3
060510001012100	3
060510001012101	3
060510001012102	3
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060510001012109	3
060510001012110	3
060510001012111	3
060510001012112	3
060510001012113	3
060510001012114	3
060510001012115	3
060510001012116	3
060510001012117	3
060510001012118	3
060510001012119	3
060510001012120	3
060510001012121	3
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060510001012131	3
060510001012132	3
060510001012133	3
060510001012134	3
060510001012135	4
060510001013000	2
060510001013001	2

Census Block	District
060510001013002	2
060510001013003	2
060510001013004	2
060510001013005	2
060510001013006	2
060510001013007	2
060510001013008	2
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060510001013027	2
060510001013028	2
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060510001013037	2
060510001013038	2
060510001013039	2
060510001013040	2
060510001013041	2
060510001013042	2
060510001013043	2

Exhibit B
 Map 3 Census Blocks

Census Block	District
060510001013044	2
060510001013045	2
060510001013046	2
060510001013047	2
060510001013048	2
060510001013049	2
060510001013050	2
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060510001013062	2
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060510001013069	2
060510001013070	2
060510001013071	2
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060510001013076	2
060510001013077	2
060510001013078	2
060510001013079	2
060510001013080	2
060510001013081	2
060510001013082	2
060510001013083	2
060510001013084	2
060510001013085	2

Census Block	District
060510001013086	2
060510001013087	2
060510001013088	2
060510001013089	2
060510001013090	2
060510001013091	2
060510001013092	2
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060510001013094	2
060510001014000	4
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060510001014003	4
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060510001014020	4
060510001014021	4
060510001014022	4
060510001014023	4
060510001014024	4
060510001014025	4
060510001014026	4
060510001014027	4
060510001014028	4
060510001014029	4
060510001014030	4
060510001014031	5
060510001014032	5

Census Block	District
060510001014033	2
060510001014034	2
060510001014035	2
060510001014036	2
060510001014037	2
060510001014038	2
060510001014039	2
060510001014040	2
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060510001014052	2
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060510001014056	2
060510001014057	5
060510001014058	5
060510001014059	5
060510001014060	4
060510001014061	4
060510001014062	4
060510001014063	4
060510001014064	4
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060510001014068	2
060510001014069	5
060510001014070	5
060510001014071	2
060510001014072	2
060510001014073	2
060510001014074	2

Exhibit B
 Map 3 Census Blocks

Census Block	District
060510001014075	2
060510001014076	2
060510001014077	2
060510001014078	2
060510001014079	2
060510001014080	2
060510001014081	2
060510001014082	2
060510001014083	2
060510001014084	2
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060510001014112	2
060510001014113	2
060510001014114	2
060510001014115	2
060510001014116	2

Census Block	District
060510001014117	2
060510001014118	2
060510001014119	2
060510001014120	2
060510001014121	2
060510001014122	2
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060510001014152	2
060510001014153	2
060510001014154	2
060510001014155	2
060510001014156	2
060510001014157	2
060510001014158	2

Census Block	District
060510001014159	2
060510001014160	2
060510001014161	2
060510001014162	2
060510001014163	2
060510001014164	5
060510001014165	5
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060510001021013	4
060510001021014	4
060510001021015	4
060510001021016	4
060510001021017	4
060510001021018	4
060510001021019	4

Exhibit B
 Map 3 Census Blocks

Census Block	District
060510001021020	4
060510001021021	4
060510001021022	4
060510001021023	4
060510001021024	4
060510001021025	4
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060510001021027	4
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060510001021029	4
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060510001021038	4
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060510001021040	4
060510001021041	4
060510001021042	4
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060510001021047	4
060510001021048	4
060510001021049	4
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060510001022002	4
060510001022003	4
060510001022004	4
060510001022005	4
060510001022006	4
060510001022007	4
060510001022008	4
060510001022009	4
060510001022010	4
060510001022011	4

Census Block	District
060510001022012	4
060510001022013	4
060510001022014	4
060510001022015	4
060510001022016	4
060510001022017	4
060510001022018	4
060510001022019	4
060510001022020	4
060510001022021	4
060510001022022	4
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060510001022048	4
060510001022049	4
060510001022050	4
060510001022051	4
060510001022052	4
060510001022053	4

Census Block	District
060510001022054	4
060510001022055	4
060510001022056	4
060510001022057	4
060510001022058	4
060510001022059	4
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060510001023011	4
060510001023012	4
060510001023013	4
060510001023014	4
060510001023015	4
060510001023016	4
060510001023017	4

Exhibit B
Map 3 Census Blocks

Census Block	District
060510001023018	4
060510001023019	4
060510001023020	4
060510001023021	4
060510001023022	4
060510001023023	4
060510001023024	4
060510001023025	4
060510001023026	4
060510001023027	4
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060510001023054	4
060510001023055	4
060510001023056	4
060510001023057	4
060510001023058	4
060510001023059	4

Census Block	District
060510001023060	4
060510001023061	4
060510001023062	4
060510001023063	4
060510001023064	4
060510001023065	4
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060510001023095	4
060510001023096	4
060510001023097	4
060510001023098	4
060510001023099	4
060510001023100	4
060510001023101	4

Census Block	District
060510001023102	4
060510001023103	4
060510001023104	4
060510001023105	4
060510001023106	4
060510001023107	4
060510001023108	4
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060510001023138	4
060510001023139	4
060510001023140	4
060510001023141	4
060510001023142	4
060510001023143	4

Exhibit B
 Map 3 Census Blocks

Census Block	District
060510001023144	4
060510001023145	4
060510001023146	4
060510001023147	4
060510001023148	4
060510001023149	4
060510001023150	4
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060510001023179	4
060510001023180	4
060510001023181	4
060510001023182	4
060510001023183	4
060510001023184	4
060510001023185	4

Census Block	District
060510001023186	4
060510001023187	4
060510001023188	4
060510001023189	4
060510001023190	4
060510001023191	4
060510001023192	4
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060510001023223	4
060510001023224	4
060510001023225	4
060510001023226	4
060510001023227	4

Census Block	District
060510001023228	4
060510001023229	4
060510001023230	4
060510001023231	4
060510001023232	4
060510001023233	4
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060510001024016	4
060510001024017	4
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060510001024019	4
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060510001024024	3
060510001024025	3
060510001024026	3
060510001024027	4
060510001024028	3
060510001024029	3
060510001024030	3

Exhibit B
Map 3 Census Blocks

Census Block	District
060510001024031	3
060510001024032	3
060510001024033	3
060510001024034	3
060510001024035	3
060510001024036	3
060510001024037	3
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060510001024066	3
060510001024067	4
060510001024068	4
060510001024069	4
060510001024070	3
060510001024071	4
060510001024072	3

Census Block	District
060510001024073	4
060510001024074	4
060510001024075	3
060510001024076	4
060510001024077	4
060510001024078	4
060510001024079	4
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060510001024109	3
060510001024110	3
060510001024111	3
060510001024112	3
060510001024113	3
060510001024114	3

Census Block	District
060510001024115	3
060510001024116	3
060510001024117	3
060510001024118	3
060510001024119	3
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060510001024150	3
060510001024151	3
060510001024152	3
060510001024153	3
060510001024154	3
060510001024155	3
060510001024156	3

Exhibit B
 Map 3 Census Blocks

Census Block	District
060510001024157	3
060510001024158	3
060510001024159	3
060510001024160	3
060510001024161	3
060510001024162	3
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060510001024177	3
060510002011000	4
060510002011001	1
060510002011002	1
060510002011003	4
060510002011004	4
060510002011005	1
060510002011006	1
060510002011007	1
060510002011008	1
060510002011009	1
060510002011010	4
060510002011011	1
060510002011012	1
060510002011013	1
060510002011014	1
060510002011015	1
060510002011016	1
060510002011017	1
060510002011018	1
060510002011019	1
060510002011020	1

Census Block	District
060510002011021	1
060510002011022	4
060510002011023	4
060510002011024	4
060510002011025	1
060510002011026	1
060510002011027	4
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060510002011029	4
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060510002011044	4
060510002011045	4
060510002011046	5
060510002011047	5
060510002011048	5
060510002011049	5
060510002011050	5
060510002011051	5
060510002011052	1
060510002012000	4
060510002012001	1
060510002012002	1
060510002012003	1
060510002012004	1
060510002012005	1
060510002012006	4
060510002012007	1
060510002012008	1
060510002012009	1

Census Block	District
060510002012010	1
060510002012011	1
060510002012012	1
060510002012013	5
060510002012014	5
060510002012015	5
060510002012016	5
060510002012017	1
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060510002013026	5
060510002013027	5
060510002013028	5
060510002013029	5
060510002013030	5
060510002013031	5
060510002013032	5

Exhibit B
 Map 3 Census Blocks

Census Block	District
060510002013033	5
060510002013034	5
060510002013035	5
060510002013036	5
060510002013037	5
060510002013038	5
060510002013039	5
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060510002021013	3
060510002021014	3
060510002021015	3
060510002021016	3
060510002021017	3
060510002021018	3
060510002021019	3
060510002021020	3
060510002021021	3
060510002021022	3
060510002021023	3
060510002021024	3

Census Block	District
060510002021025	3
060510002021026	3
060510002021027	3
060510002021028	3
060510002021029	3
060510002021030	3
060510002021031	3
060510002021032	3
060510002021033	3
060510002021034	3
060510002021035	3
060510002021036	3
060510002021037	3
060510002021038	3
060510002021039	3
060510002021040	3
060510002021041	3
060510002021042	3
060510002021043	3
060510002021044	3
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060510002022001	5
060510002022002	5
060510002022003	5
060510002022004	5
060510002022005	5
060510002022006	5
060510002022007	5
060510002023000	5
060510002023001	5
060510002023002	5
060510002023003	5
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060510002023005	5
060510002023006	5
060510002023007	5
060510002023008	5
060510002023009	5
060510002023010	5
060510002023011	5
060510002023012	5
060510002023013	5

Census Block	District
060510002023014	5
060510002023015	5
060510002023016	5
060510002023017	5
060510002023018	5
060510002023019	5
060510002023020	5
060510002023021	5
060510002023022	5
060510002023023	5
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060510002024002	1
060510002024003	1
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060510002024011	1
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060510002025003	3
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060510002025005	1
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060510002025008	3
060510002025009	3
060510002025010	3
060510002025011	3
060510002025012	3
060510002025013	3
060510002025014	3
060510002025015	3
060510002025016	3
060510002025017	3
060510002025018	3
060510002025019	3

Exhibit B
Map 3 Census Blocks

Census Block	District
060510002025020	3
060510002025021	3
060510002025022	5
060510002025023	5
060510002025024	3
060510002025025	3
060510002025026	3
060510002025027	3
060510002025028	3
060510002025029	3
060510002025030	5
060510002025031	3
060510002025032	3
060510002025033	3
060510002025034	3
060510002025035	3

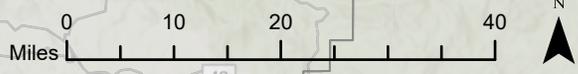


Exhibit A
10376 ft

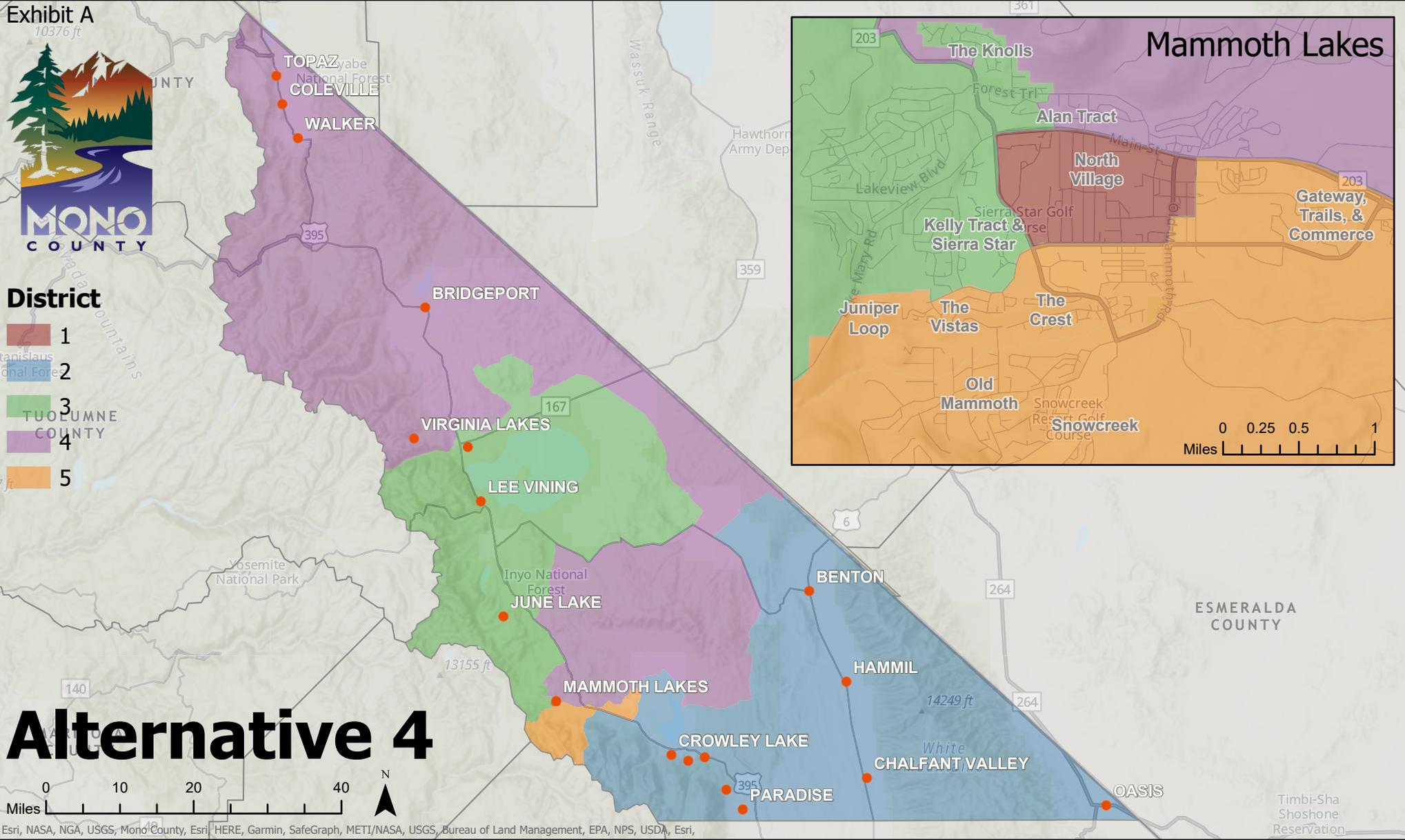
District

- 1
- 2
- 3
- 4
- 5

Alternative 4



Esri, NASA, NGA, USGS, Mono County, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA, Esri



Max Deviation: 9.8%

District	Population	Incorp.		18+		White		Latinx		Black		Native Am.		Asian		Islander		Other	
		Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%
1	2671	2671	100%	2098	79%	1164	44%	839	31%	12	0.45%	2	0.075%	18	0.67%	4	0.15%	59	2.2%
2	2790	0	0%	2249	81%	1805	65%	236	8.5%	3	0.11%	54	1.9%	26	0.93%	11	0.39%	114	4.1%
3	2658	1548	58%	2153	81%	1670	63%	342	13%	5	0.19%	12	0.45%	35	1.3%	2	0.075%	87	3.3%
4	2530	448	18%	2065	82%	1449	57%	405	16%	27	1.1%	75	3%	22	0.87%	3	0.12%	84	3.3%
5	2568	2502	97%	2012	78%	1303	51%	571	22%	9	0.35%	0	0%	41	1.6%	6	0.23%	82	3.2%

Exhibit B
 Map 4A Census Blocks

Census Block	District
060510001011000	4
060510001011001	4
060510001011002	4
060510001011003	4
060510001011004	4
060510001011005	4
060510001011006	4
060510001011007	4
060510001011008	4
060510001011009	4
060510001011010	4
060510001011011	4
060510001011012	4
060510001011013	4
060510001011014	4
060510001011015	4
060510001011016	4
060510001011017	4
060510001011018	4
060510001011019	4
060510001011020	4
060510001011021	2
060510001011022	2
060510001011023	2
060510001011024	2
060510001011025	2
060510001011026	2
060510001011027	2
060510001011028	2
060510001011029	4
060510001011030	2
060510001011031	2
060510001011032	2
060510001011033	2
060510001011034	2
060510001011035	2
060510001011036	2
060510001011037	2
060510001011038	2
060510001011039	2
060510001011040	2
060510001011041	2

Census Block	District
060510001011042	2
060510001011043	2
060510001011044	2
060510001011045	2
060510001011046	2
060510001011047	2
060510001011048	2
060510001011049	2
060510001011050	2
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060510001011059	2
060510001011060	2
060510001011061	2
060510001011062	2
060510001011063	2
060510001011064	2
060510001011065	2
060510001011066	2
060510001011067	2
060510001011068	2
060510001011069	2
060510001011070	2
060510001011071	2
060510001011072	2
060510001011073	2
060510001011074	2
060510001011075	2
060510001011076	2
060510001011077	2
060510001011078	2
060510001011079	2
060510001011080	2
060510001011081	2
060510001011082	2
060510001011083	2

Census Block	District
060510001011084	2
060510001011085	2
060510001011086	2
060510001011087	2
060510001011088	2
060510001011089	2
060510001011090	4
060510001011091	4
060510001011092	4
060510001011093	4
060510001011094	4
060510001011095	4
060510001011096	4
060510001011097	4
060510001011098	4
060510001011099	4
060510001011100	4
060510001011101	4
060510001011102	4
060510001011103	4
060510001011104	4
060510001011105	4
060510001011106	4
060510001011107	4
060510001011108	4
060510001011109	4
060510001011110	4
060510001011111	4
060510001011112	4
060510001011113	4
060510001011114	4
060510001011115	4
060510001011116	4
060510001011117	4
060510001011118	4
060510001011119	4
060510001011120	4
060510001011121	4
060510001011122	4
060510001011123	4
060510001011124	4
060510001011125	4

Exhibit B
Map 4A Census Blocks

Census Block	District
060510001011126	2
060510001011127	4
060510001011128	4
060510001011129	2
060510001011130	2
060510001011131	2
060510001011132	2
060510001011133	2
060510001011134	2
060510001011135	4
060510001011136	4
060510001011137	4
060510001011138	4
060510001011139	4
060510001011140	2
060510001011141	2
060510001011142	2
060510001011143	2
060510001011144	2
060510001011145	2
060510001011146	2
060510001011147	2
060510001011148	2
060510001011149	2
060510001011150	2
060510001011151	2
060510001011152	2
060510001011153	2
060510001011154	2
060510001011155	2
060510001011156	2
060510001011157	2
060510001011158	2
060510001011159	2
060510001011160	2
060510001011161	2
060510001011162	2
060510001011163	2
060510001011164	2
060510001011165	2
060510001011166	2
060510001011167	2

Census Block	District
060510001011168	4
060510001011169	4
060510001011170	2
060510001011171	2
060510001011172	2
060510001011173	2
060510001011174	2
060510001011175	2
060510001011176	2
060510001011177	4
060510001011178	2
060510001011179	2
060510001011180	4
060510001011181	4
060510001011182	2
060510001011183	2
060510001011184	4
060510001011185	2
060510001011186	2
060510001011187	2
060510001011188	2
060510001011189	2
060510001011190	2
060510001011191	4
060510001011192	4
060510001011193	4
060510001011194	4
060510001011195	2
060510001011196	2
060510001011197	4
060510001012000	3
060510001012001	3
060510001012002	3
060510001012003	3
060510001012004	3
060510001012005	3
060510001012006	3
060510001012007	3
060510001012008	3
060510001012009	3
060510001012010	3
060510001012011	3

Census Block	District
060510001012012	3
060510001012013	3
060510001012014	3
060510001012015	3
060510001012016	3
060510001012017	3
060510001012018	3
060510001012019	3
060510001012020	3
060510001012021	3
060510001012022	3
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060510001012038	3
060510001012039	3
060510001012040	3
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060510001012042	3
060510001012043	3
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060510001012045	3
060510001012046	3
060510001012047	3
060510001012048	3
060510001012049	3
060510001012050	3
060510001012051	3
060510001012052	3
060510001012053	3

Exhibit B
 Map 4A Census Blocks

Census Block	District
060510001012054	3
060510001012055	3
060510001012056	3
060510001012057	3
060510001012058	4
060510001012059	4
060510001012060	4
060510001012061	4
060510001012062	4
060510001012063	4
060510001012064	4
060510001012065	4
060510001012066	4
060510001012067	4
060510001012068	4
060510001012069	4
060510001012070	4
060510001012071	4
060510001012072	4
060510001012073	4
060510001012074	4
060510001012075	4
060510001012076	3
060510001012077	3
060510001012078	3
060510001012079	3
060510001012080	3
060510001012081	3
060510001012082	3
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060510001012084	3
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060510001012086	3
060510001012087	3
060510001012088	3
060510001012089	3
060510001012090	3
060510001012091	3
060510001012092	3
060510001012093	3
060510001012094	3
060510001012095	3

Census Block	District
060510001012096	3
060510001012097	3
060510001012098	3
060510001012099	3
060510001012100	3
060510001012101	3
060510001012102	3
060510001012103	3
060510001012104	3
060510001012105	3
060510001012106	3
060510001012107	3
060510001012108	3
060510001012109	3
060510001012110	3
060510001012111	3
060510001012112	3
060510001012113	3
060510001012114	3
060510001012115	3
060510001012116	3
060510001012117	3
060510001012118	3
060510001012119	3
060510001012120	3
060510001012121	3
060510001012122	3
060510001012123	3
060510001012124	3
060510001012125	3
060510001012126	3
060510001012127	3
060510001012128	3
060510001012129	3
060510001012130	3
060510001012131	3
060510001012132	3
060510001012133	3
060510001012134	3
060510001012135	4
060510001013000	2
060510001013001	2

Census Block	District
060510001013002	2
060510001013003	2
060510001013004	2
060510001013005	2
060510001013006	2
060510001013007	2
060510001013008	2
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060510001013010	2
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060510001013022	2
060510001013023	2
060510001013024	2
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060510001013026	2
060510001013027	2
060510001013028	2
060510001013029	2
060510001013030	2
060510001013031	2
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060510001013034	2
060510001013035	2
060510001013036	2
060510001013037	2
060510001013038	2
060510001013039	2
060510001013040	2
060510001013041	2
060510001013042	2
060510001013043	2

Exhibit B
Map 4A Census Blocks

Census Block	District
060510001013044	2
060510001013045	2
060510001013046	2
060510001013047	2
060510001013048	2
060510001013049	2
060510001013050	2
060510001013051	2
060510001013052	2
060510001013053	2
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060510001013057	2
060510001013058	2
060510001013059	2
060510001013060	2
060510001013061	2
060510001013062	2
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060510001013064	2
060510001013065	2
060510001013066	2
060510001013067	2
060510001013068	2
060510001013069	2
060510001013070	2
060510001013071	2
060510001013072	2
060510001013073	2
060510001013074	2
060510001013075	2
060510001013076	2
060510001013077	2
060510001013078	2
060510001013079	2
060510001013080	2
060510001013081	2
060510001013082	2
060510001013083	2
060510001013084	2
060510001013085	2

Census Block	District
060510001013086	2
060510001013087	2
060510001013088	2
060510001013089	2
060510001013090	2
060510001013091	2
060510001013092	2
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060510001014000	4
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060510001014003	4
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060510001014014	4
060510001014015	4
060510001014016	4
060510001014017	4
060510001014018	4
060510001014019	4
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060510001014021	4
060510001014022	4
060510001014023	4
060510001014024	4
060510001014025	4
060510001014026	4
060510001014027	4
060510001014028	4
060510001014029	4
060510001014030	4
060510001014031	4
060510001014032	5

Census Block	District
060510001014033	2
060510001014034	2
060510001014035	2
060510001014036	2
060510001014037	2
060510001014038	2
060510001014039	2
060510001014040	2
060510001014041	2
060510001014042	2
060510001014043	2
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060510001014051	2
060510001014052	2
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060510001014055	2
060510001014056	2
060510001014057	5
060510001014058	5
060510001014059	5
060510001014060	4
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060510001014062	4
060510001014063	4
060510001014064	4
060510001014065	4
060510001014066	2
060510001014067	5
060510001014068	2
060510001014069	5
060510001014070	5
060510001014071	2
060510001014072	2
060510001014073	2
060510001014074	2

Exhibit B
Map 4A Census Blocks

Census Block	District
060510001014075	2
060510001014076	2
060510001014077	2
060510001014078	2
060510001014079	2
060510001014080	2
060510001014081	2
060510001014082	2
060510001014083	2
060510001014084	2
060510001014085	2
060510001014086	2
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060510001014089	2
060510001014090	2
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060510001014109	2
060510001014110	2
060510001014111	2
060510001014112	2
060510001014113	2
060510001014114	2
060510001014115	2
060510001014116	2

Census Block	District
060510001014117	2
060510001014118	2
060510001014119	2
060510001014120	2
060510001014121	2
060510001014122	2
060510001014123	2
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060510001014152	2
060510001014153	2
060510001014154	2
060510001014155	2
060510001014156	2
060510001014157	2
060510001014158	2

Census Block	District
060510001014159	2
060510001014160	2
060510001014161	2
060510001014162	2
060510001014163	2
060510001014164	5
060510001014165	5
060510001014166	4
060510001014167	4
060510001014168	4
060510001014169	4
060510001014170	4
060510001014171	2
060510001014172	2
060510001014173	2
060510001014174	2
060510001014175	2
060510001014176	2
060510001014177	5
060510001014178	2
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060510001014180	2
060510001021000	4
060510001021001	4
060510001021002	4
060510001021003	4
060510001021004	4
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060510001021012	4
060510001021013	4
060510001021014	4
060510001021015	4
060510001021016	4
060510001021017	4
060510001021018	4
060510001021019	4

Exhibit B
 Map 4A Census Blocks

Census Block	District
060510001021020	4
060510001021021	4
060510001021022	4
060510001021023	4
060510001021024	4
060510001021025	4
060510001021026	4
060510001021027	4
060510001021028	4
060510001021029	4
060510001021030	4
060510001021031	4
060510001021032	4
060510001021033	4
060510001021034	4
060510001021035	4
060510001021036	4
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060510001021040	4
060510001021041	4
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060510001022005	4
060510001022006	4
060510001022007	4
060510001022008	4
060510001022009	4
060510001022010	4
060510001022011	4

Census Block	District
060510001022012	4
060510001022013	4
060510001022014	4
060510001022015	4
060510001022016	4
060510001022017	4
060510001022018	4
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060510001022048	4
060510001022049	4
060510001022050	4
060510001022051	4
060510001022052	4
060510001022053	4

Census Block	District
060510001022054	4
060510001022055	4
060510001022056	4
060510001022057	4
060510001022058	4
060510001022059	4
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060510001023011	4
060510001023012	4
060510001023013	4
060510001023014	4
060510001023015	4
060510001023016	4
060510001023017	4

Exhibit B
Map 4A Census Blocks

Census Block	District
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060510001023019	4
060510001023020	4
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060510001023023	4
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060510001023054	4
060510001023055	4
060510001023056	4
060510001023057	4
060510001023058	4
060510001023059	4

Census Block	District
060510001023060	4
060510001023061	4
060510001023062	4
060510001023063	4
060510001023064	4
060510001023065	4
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060510001023097	4
060510001023098	4
060510001023099	4
060510001023100	4
060510001023101	4

Census Block	District
060510001023102	4
060510001023103	4
060510001023104	4
060510001023105	4
060510001023106	4
060510001023107	4
060510001023108	4
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060510001023141	4
060510001023142	4
060510001023143	4

Exhibit B
Map 4A Census Blocks

Census Block	District
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060510001023146	4
060510001023147	4
060510001023148	4
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060510001023180	4
060510001023181	4
060510001023182	4
060510001023183	4
060510001023184	4
060510001023185	4

Census Block	District
060510001023186	4
060510001023187	4
060510001023188	4
060510001023189	4
060510001023190	4
060510001023191	4
060510001023192	4
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060510001023222	4
060510001023223	4
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060510001023225	4
060510001023226	4
060510001023227	4

Census Block	District
060510001023228	4
060510001023229	4
060510001023230	4
060510001023231	4
060510001023232	4
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060510001024029	3
060510001024030	3

Exhibit B
 Map 4A Census Blocks

Census Block	District
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060510001024033	3
060510001024034	3
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060510001024071	4
060510001024072	3

Census Block	District
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060510001024074	4
060510001024075	3
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Census Block	District
060510001024115	3
060510001024116	3
060510001024117	3
060510001024118	3
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060510001024155	3
060510001024156	3

Exhibit B
Map 4A Census Blocks

Census Block	District
060510001024157	3
060510001024158	3
060510001024159	3
060510001024160	3
060510001024161	3
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060510001024177	3
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060510002011008	4
060510002011009	4
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060510002011012	4
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060510002011014	3
060510002011015	4
060510002011016	3
060510002011017	4
060510002011018	4
060510002011019	3
060510002011020	3

Census Block	District
060510002011021	3
060510002011022	4
060510002011023	4
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060510002011025	4
060510002011026	4
060510002011027	4
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060510002012002	1
060510002012003	1
060510002012004	1
060510002012005	1
060510002012006	1
060510002012007	1
060510002012008	1
060510002012009	1

Census Block	District
060510002012010	1
060510002012011	1
060510002012012	1
060510002012013	1
060510002012014	1
060510002012015	5
060510002012016	1
060510002012017	1
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060510002013027	5
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060510002013031	5
060510002013032	5

Exhibit B
 Map 4A Census Blocks

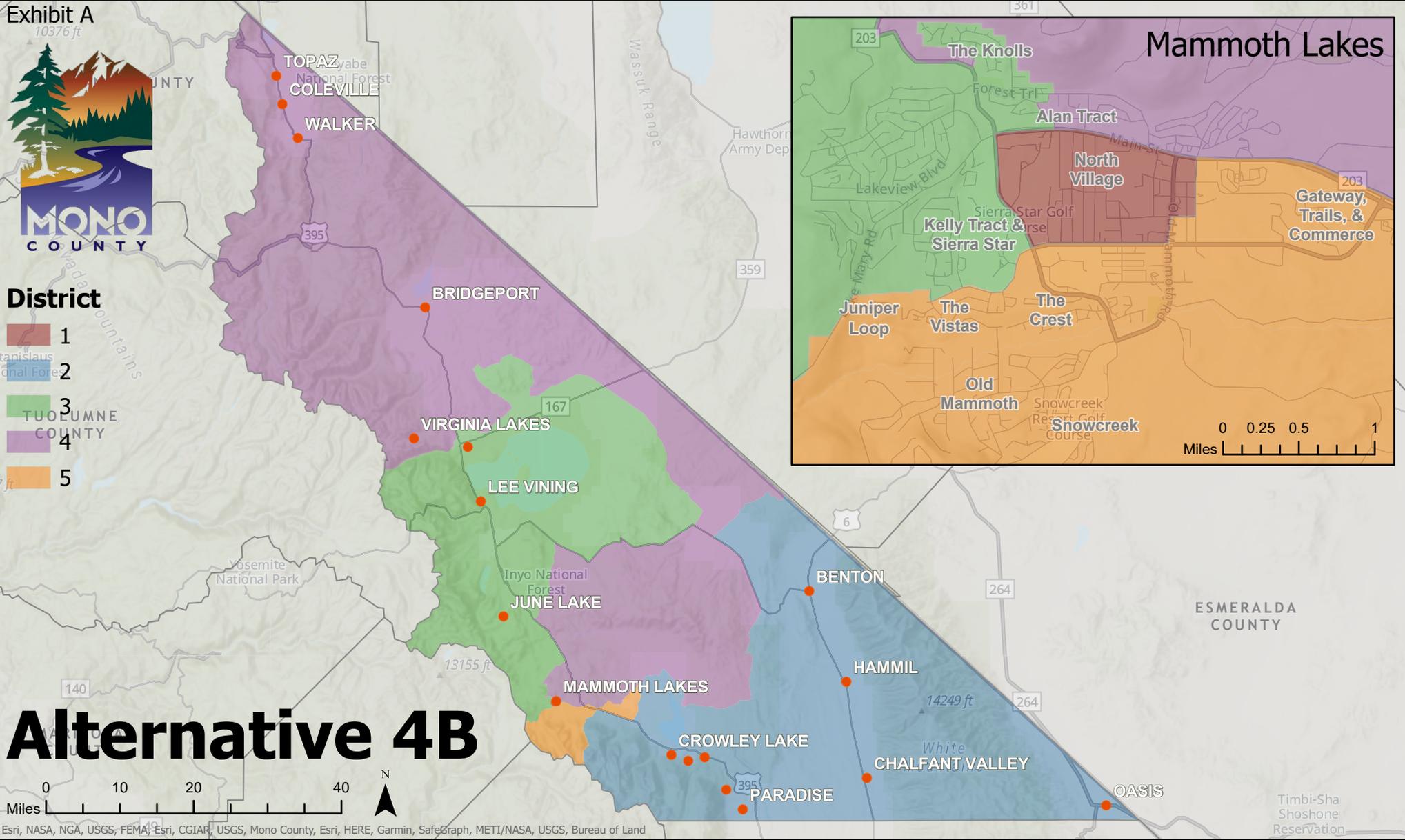
Census Block	District
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060510002013035	5
060510002013036	5
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060510002021021	3
060510002021022	3
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Census Block	District
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060510002021026	3
060510002021027	3
060510002021028	3
060510002021029	3
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060510002023007	5
060510002023008	5
060510002023009	5
060510002023010	5
060510002023011	5
060510002023012	5
060510002023013	5

Census Block	District
060510002023014	5
060510002023015	5
060510002023016	5
060510002023017	5
060510002023018	5
060510002023019	5
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060510002025015	3
060510002025016	3
060510002025017	3
060510002025018	3
060510002025019	3

Exhibit B
Map 4A Census Blocks

Census Block	District
060510002025020	3
060510002025021	3
060510002025022	5
060510002025023	5
060510002025024	3
060510002025025	1
060510002025026	1
060510002025027	1
060510002025028	1
060510002025029	1
060510002025030	5
060510002025031	3
060510002025032	3
060510002025033	3
060510002025034	3
060510002025035	3



Alternative 4B

Max Deviation: 10.2%

District	Population	Incorp.		18+		White		Latinx		Black		Native Am.		Asian		Islander		Other	
		Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%	Pop	%
1	2671	2671	100%	2098	79%	1164	44%	839	31%	12	0.45%	2	0.075%	18	0.67%	4	0.15%	59	2.2%
2	2799	0	0%	2257	81%	1812	65%	237	8.5%	3	0.11%	54	1.9%	26	0.93%	11	0.39%	114	4.1%
3	2658	1548	58%	2153	81%	1670	63%	342	13%	5	0.19%	12	0.45%	35	1.3%	2	0.075%	87	3.3%
4	2530	448	18%	2065	82%	1449	57%	405	16%	27	1.1%	75	3%	22	0.87%	3	0.12%	84	3.3%
5	2559	2502	98%	2004	78%	1296	51%	570	22%	9	0.35%	0	0%	41	1.6%	6	0.23%	82	3.2%

Exhibit B
 Map 4B Census Blocks

Census Block	District
060510001011000	4
060510001011001	4
060510001011002	4
060510001011003	4
060510001011004	4
060510001011005	4
060510001011006	4
060510001011007	4
060510001011008	4
060510001011009	4
060510001011010	4
060510001011011	4
060510001011012	4
060510001011013	4
060510001011014	4
060510001011015	4
060510001011016	4
060510001011017	4
060510001011018	4
060510001011019	4
060510001011020	4
060510001011021	2
060510001011022	2
060510001011023	2
060510001011024	2
060510001011025	2
060510001011026	2
060510001011027	2
060510001011028	2
060510001011029	4
060510001011030	2
060510001011031	2
060510001011032	2
060510001011033	2
060510001011034	2
060510001011035	2
060510001011036	2
060510001011037	2
060510001011038	2
060510001011039	2
060510001011040	2
060510001011041	2

Census Block	District
060510001011042	2
060510001011043	2
060510001011044	2
060510001011045	2
060510001011046	2
060510001011047	2
060510001011048	2
060510001011049	2
060510001011050	2
060510001011051	2
060510001011052	2
060510001011053	2
060510001011054	2
060510001011055	2
060510001011056	2
060510001011057	2
060510001011058	2
060510001011059	2
060510001011060	2
060510001011061	2
060510001011062	2
060510001011063	2
060510001011064	2
060510001011065	2
060510001011066	2
060510001011067	2
060510001011068	2
060510001011069	2
060510001011070	2
060510001011071	2
060510001011072	2
060510001011073	2
060510001011074	2
060510001011075	2
060510001011076	2
060510001011077	2
060510001011078	2
060510001011079	2
060510001011080	2
060510001011081	2
060510001011082	2
060510001011083	2

Census Block	District
060510001011084	2
060510001011085	2
060510001011086	2
060510001011087	2
060510001011088	2
060510001011089	2
060510001011090	4
060510001011091	4
060510001011092	4
060510001011093	4
060510001011094	4
060510001011095	4
060510001011096	4
060510001011097	4
060510001011098	4
060510001011099	4
060510001011100	4
060510001011101	4
060510001011102	4
060510001011103	4
060510001011104	4
060510001011105	4
060510001011106	4
060510001011107	4
060510001011108	4
060510001011109	4
060510001011110	4
060510001011111	4
060510001011112	4
060510001011113	4
060510001011114	4
060510001011115	4
060510001011116	4
060510001011117	4
060510001011118	4
060510001011119	4
060510001011120	4
060510001011121	4
060510001011122	4
060510001011123	4
060510001011124	4
060510001011125	4

Exhibit B
 Map 4B Census Blocks

Census Block	District
060510001011126	2
060510001011127	4
060510001011128	4
060510001011129	2
060510001011130	2
060510001011131	2
060510001011132	2
060510001011133	2
060510001011134	2
060510001011135	4
060510001011136	4
060510001011137	4
060510001011138	4
060510001011139	4
060510001011140	2
060510001011141	2
060510001011142	2
060510001011143	2
060510001011144	2
060510001011145	2
060510001011146	2
060510001011147	2
060510001011148	2
060510001011149	2
060510001011150	2
060510001011151	2
060510001011152	2
060510001011153	2
060510001011154	2
060510001011155	2
060510001011156	2
060510001011157	2
060510001011158	2
060510001011159	2
060510001011160	2
060510001011161	2
060510001011162	2
060510001011163	2
060510001011164	2
060510001011165	2
060510001011166	2
060510001011167	2

Census Block	District
060510001011168	4
060510001011169	4
060510001011170	2
060510001011171	2
060510001011172	2
060510001011173	2
060510001011174	2
060510001011175	2
060510001011176	2
060510001011177	4
060510001011178	2
060510001011179	2
060510001011180	4
060510001011181	4
060510001011182	2
060510001011183	2
060510001011184	4
060510001011185	2
060510001011186	2
060510001011187	2
060510001011188	2
060510001011189	2
060510001011190	2
060510001011191	4
060510001011192	4
060510001011193	4
060510001011194	4
060510001011195	2
060510001011196	2
060510001011197	4
060510001012000	3
060510001012001	3
060510001012002	3
060510001012003	3
060510001012004	3
060510001012005	3
060510001012006	3
060510001012007	3
060510001012008	3
060510001012009	3
060510001012010	3
060510001012011	3

Census Block	District
060510001012012	3
060510001012013	3
060510001012014	3
060510001012015	3
060510001012016	3
060510001012017	3
060510001012018	3
060510001012019	3
060510001012020	3
060510001012021	3
060510001012022	3
060510001012023	3
060510001012024	3
060510001012025	3
060510001012026	3
060510001012027	3
060510001012028	3
060510001012029	3
060510001012030	3
060510001012031	3
060510001012032	3
060510001012033	3
060510001012034	3
060510001012035	3
060510001012036	3
060510001012037	3
060510001012038	3
060510001012039	3
060510001012040	3
060510001012041	3
060510001012042	3
060510001012043	3
060510001012044	3
060510001012045	3
060510001012046	3
060510001012047	3
060510001012048	3
060510001012049	3
060510001012050	3
060510001012051	3
060510001012052	3
060510001012053	3

Exhibit B
Map 4B Census Blocks

Census Block	District
060510001012054	3
060510001012055	3
060510001012056	3
060510001012057	3
060510001012058	4
060510001012059	4
060510001012060	4
060510001012061	4
060510001012062	4
060510001012063	4
060510001012064	4
060510001012065	4
060510001012066	4
060510001012067	4
060510001012068	4
060510001012069	4
060510001012070	4
060510001012071	4
060510001012072	4
060510001012073	4
060510001012074	4
060510001012075	4
060510001012076	3
060510001012077	3
060510001012078	3
060510001012079	3
060510001012080	3
060510001012081	3
060510001012082	3
060510001012083	3
060510001012084	3
060510001012085	3
060510001012086	3
060510001012087	3
060510001012088	3
060510001012089	3
060510001012090	3
060510001012091	3
060510001012092	3
060510001012093	3
060510001012094	3
060510001012095	3

Census Block	District
060510001012096	3
060510001012097	3
060510001012098	3
060510001012099	3
060510001012100	3
060510001012101	3
060510001012102	3
060510001012103	3
060510001012104	3
060510001012105	3
060510001012106	3
060510001012107	3
060510001012108	3
060510001012109	3
060510001012110	3
060510001012111	3
060510001012112	3
060510001012113	3
060510001012114	3
060510001012115	3
060510001012116	3
060510001012117	3
060510001012118	3
060510001012119	3
060510001012120	3
060510001012121	3
060510001012122	3
060510001012123	3
060510001012124	3
060510001012125	3
060510001012126	3
060510001012127	3
060510001012128	3
060510001012129	3
060510001012130	3
060510001012131	3
060510001012132	3
060510001012133	3
060510001012134	3
060510001012135	4
060510001013000	2
060510001013001	2

Census Block	District
060510001013002	2
060510001013003	2
060510001013004	2
060510001013005	2
060510001013006	2
060510001013007	2
060510001013008	2
060510001013009	2
060510001013010	2
060510001013011	2
060510001013012	2
060510001013013	2
060510001013014	2
060510001013015	2
060510001013016	2
060510001013017	2
060510001013018	2
060510001013019	2
060510001013020	2
060510001013021	2
060510001013022	2
060510001013023	2
060510001013024	2
060510001013025	2
060510001013026	2
060510001013027	2
060510001013028	2
060510001013029	2
060510001013030	2
060510001013031	2
060510001013032	2
060510001013033	2
060510001013034	2
060510001013035	2
060510001013036	2
060510001013037	2
060510001013038	2
060510001013039	2
060510001013040	2
060510001013041	2
060510001013042	2
060510001013043	2

Exhibit B
 Map 4B Census Blocks

Census Block	District
060510001013044	2
060510001013045	2
060510001013046	2
060510001013047	2
060510001013048	2
060510001013049	2
060510001013050	2
060510001013051	2
060510001013052	2
060510001013053	2
060510001013054	2
060510001013055	2
060510001013056	2
060510001013057	2
060510001013058	2
060510001013059	2
060510001013060	2
060510001013061	2
060510001013062	2
060510001013063	2
060510001013064	2
060510001013065	2
060510001013066	2
060510001013067	2
060510001013068	2
060510001013069	2
060510001013070	2
060510001013071	2
060510001013072	2
060510001013073	2
060510001013074	2
060510001013075	2
060510001013076	2
060510001013077	2
060510001013078	2
060510001013079	2
060510001013080	2
060510001013081	2
060510001013082	2
060510001013083	2
060510001013084	2
060510001013085	2

Census Block	District
060510001013086	2
060510001013087	2
060510001013088	2
060510001013089	2
060510001013090	2
060510001013091	2
060510001013092	2
060510001013093	2
060510001013094	2
060510001014000	4
060510001014001	4
060510001014002	4
060510001014003	4
060510001014004	4
060510001014005	4
060510001014006	4
060510001014007	4
060510001014008	4
060510001014009	4
060510001014010	4
060510001014011	4
060510001014012	4
060510001014013	4
060510001014014	4
060510001014015	4
060510001014016	4
060510001014017	4
060510001014018	4
060510001014019	4
060510001014020	4
060510001014021	4
060510001014022	4
060510001014023	4
060510001014024	4
060510001014025	4
060510001014026	4
060510001014027	4
060510001014028	4
060510001014029	4
060510001014030	4
060510001014031	5
060510001014032	5

Census Block	District
060510001014033	2
060510001014034	2
060510001014035	2
060510001014036	2
060510001014037	2
060510001014038	2
060510001014039	2
060510001014040	2
060510001014041	2
060510001014042	2
060510001014043	2
060510001014044	2
060510001014045	2
060510001014046	2
060510001014047	2
060510001014048	2
060510001014049	2
060510001014050	2
060510001014051	2
060510001014052	2
060510001014053	2
060510001014054	2
060510001014055	2
060510001014056	2
060510001014057	5
060510001014058	5
060510001014059	5
060510001014060	4
060510001014061	4
060510001014062	4
060510001014063	4
060510001014064	4
060510001014065	4
060510001014066	2
060510001014067	5
060510001014068	2
060510001014069	5
060510001014070	5
060510001014071	2
060510001014072	2
060510001014073	2
060510001014074	2

Exhibit B
 Map 4B Census Blocks

Census Block	District
060510001014075	2
060510001014076	2
060510001014077	2
060510001014078	2
060510001014079	2
060510001014080	2
060510001014081	2
060510001014082	2
060510001014083	2
060510001014084	2
060510001014085	2
060510001014086	2
060510001014087	2
060510001014088	2
060510001014089	2
060510001014090	2
060510001014091	2
060510001014092	2
060510001014093	2
060510001014094	2
060510001014095	2
060510001014096	2
060510001014097	2
060510001014098	2
060510001014099	2
060510001014100	2
060510001014101	2
060510001014102	2
060510001014103	2
060510001014104	2
060510001014105	2
060510001014106	2
060510001014107	2
060510001014108	2
060510001014109	2
060510001014110	2
060510001014111	2
060510001014112	2
060510001014113	2
060510001014114	2
060510001014115	2
060510001014116	2

Census Block	District
060510001014117	2
060510001014118	2
060510001014119	2
060510001014120	2
060510001014121	2
060510001014122	2
060510001014123	2
060510001014124	2
060510001014125	2
060510001014126	2
060510001014127	2
060510001014128	2
060510001014129	2
060510001014130	2
060510001014131	2
060510001014132	2
060510001014133	2
060510001014134	2
060510001014135	2
060510001014136	2
060510001014137	2
060510001014138	2
060510001014139	2
060510001014140	2
060510001014141	2
060510001014142	2
060510001014143	2
060510001014144	2
060510001014145	2
060510001014146	2
060510001014147	2
060510001014148	2
060510001014149	2
060510001014150	2
060510001014151	2
060510001014152	2
060510001014153	2
060510001014154	2
060510001014155	2
060510001014156	2
060510001014157	2
060510001014158	2

Census Block	District
060510001014159	2
060510001014160	2
060510001014161	2
060510001014162	2
060510001014163	2
060510001014164	5
060510001014165	5
060510001014166	4
060510001014167	4
060510001014168	4
060510001014169	4
060510001014170	4
060510001014171	2
060510001014172	2
060510001014173	2
060510001014174	2
060510001014175	2
060510001014176	2
060510001014177	5
060510001014178	2
060510001014179	2
060510001014180	2
060510001021000	4
060510001021001	4
060510001021002	4
060510001021003	4
060510001021004	4
060510001021005	4
060510001021006	4
060510001021007	4
060510001021008	4
060510001021009	4
060510001021010	4
060510001021011	4
060510001021012	4
060510001021013	4
060510001021014	4
060510001021015	4
060510001021016	4
060510001021017	4
060510001021018	4
060510001021019	4

Exhibit B
 Map 4B Census Blocks

Census Block	District
060510001021020	4
060510001021021	4
060510001021022	4
060510001021023	4
060510001021024	4
060510001021025	4
060510001021026	4
060510001021027	4
060510001021028	4
060510001021029	4
060510001021030	4
060510001021031	4
060510001021032	4
060510001021033	4
060510001021034	4
060510001021035	4
060510001021036	4
060510001021037	4
060510001021038	4
060510001021039	4
060510001021040	4
060510001021041	4
060510001021042	4
060510001021043	4
060510001021044	4
060510001021045	4
060510001021046	4
060510001021047	4
060510001021048	4
060510001021049	4
060510001022000	4
060510001022001	4
060510001022002	4
060510001022003	4
060510001022004	4
060510001022005	4
060510001022006	4
060510001022007	4
060510001022008	4
060510001022009	4
060510001022010	4
060510001022011	4

Census Block	District
060510001022012	4
060510001022013	4
060510001022014	4
060510001022015	4
060510001022016	4
060510001022017	4
060510001022018	4
060510001022019	4
060510001022020	4
060510001022021	4
060510001022022	4
060510001022023	4
060510001022024	4
060510001022025	4
060510001022026	4
060510001022027	4
060510001022028	4
060510001022029	4
060510001022030	4
060510001022031	4
060510001022032	4
060510001022033	4
060510001022034	4
060510001022035	4
060510001022036	4
060510001022037	4
060510001022038	4
060510001022039	4
060510001022040	4
060510001022041	4
060510001022042	4
060510001022043	4
060510001022044	4
060510001022045	4
060510001022046	4
060510001022047	4
060510001022048	4
060510001022049	4
060510001022050	4
060510001022051	4
060510001022052	4
060510001022053	4

Census Block	District
060510001022054	4
060510001022055	4
060510001022056	4
060510001022057	4
060510001022058	4
060510001022059	4
060510001022060	4
060510001022061	4
060510001022062	4
060510001022063	4
060510001022064	4
060510001022065	4
060510001022066	4
060510001022067	4
060510001022068	4
060510001022069	4
060510001022070	4
060510001022071	4
060510001022072	4
060510001022073	4
060510001022074	4
060510001022075	4
060510001022076	4
060510001022077	4
060510001023000	4
060510001023001	4
060510001023002	4
060510001023003	4
060510001023004	4
060510001023005	4
060510001023006	4
060510001023007	4
060510001023008	4
060510001023009	4
060510001023010	4
060510001023011	4
060510001023012	4
060510001023013	4
060510001023014	4
060510001023015	4
060510001023016	4
060510001023017	4

Exhibit B
Map 4B Census Blocks

Census Block	District
060510001023018	4
060510001023019	4
060510001023020	4
060510001023021	4
060510001023022	4
060510001023023	4
060510001023024	4
060510001023025	4
060510001023026	4
060510001023027	4
060510001023028	4
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060510001023030	4
060510001023031	4
060510001023032	4
060510001023033	4
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060510001023035	4
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060510001023037	4
060510001023038	4
060510001023039	4
060510001023040	4
060510001023041	4
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060510001023043	4
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060510001023047	4
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060510001023050	4
060510001023051	4
060510001023052	4
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060510001023054	4
060510001023055	4
060510001023056	4
060510001023057	4
060510001023058	4
060510001023059	4

Census Block	District
060510001023060	4
060510001023061	4
060510001023062	4
060510001023063	4
060510001023064	4
060510001023065	4
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060510001023068	4
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060510001023095	4
060510001023096	4
060510001023097	4
060510001023098	4
060510001023099	4
060510001023100	4
060510001023101	4

Census Block	District
060510001023102	4
060510001023103	4
060510001023104	4
060510001023105	4
060510001023106	4
060510001023107	4
060510001023108	4
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060510001023137	4
060510001023138	4
060510001023139	4
060510001023140	4
060510001023141	4
060510001023142	4
060510001023143	4

Exhibit B
 Map 4B Census Blocks

Census Block	District
060510001023144	4
060510001023145	4
060510001023146	4
060510001023147	4
060510001023148	4
060510001023149	4
060510001023150	4
060510001023151	4
060510001023152	4
060510001023153	4
060510001023154	4
060510001023155	4
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060510001023169	4
060510001023170	4
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060510001023172	4
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060510001023179	4
060510001023180	4
060510001023181	4
060510001023182	4
060510001023183	4
060510001023184	4
060510001023185	4

Census Block	District
060510001023186	4
060510001023187	4
060510001023188	4
060510001023189	4
060510001023190	4
060510001023191	4
060510001023192	4
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060510001023222	4
060510001023223	4
060510001023224	4
060510001023225	4
060510001023226	4
060510001023227	4

Census Block	District
060510001023228	4
060510001023229	4
060510001023230	4
060510001023231	4
060510001023232	4
060510001023233	4
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060510001024024	3
060510001024025	3
060510001024026	3
060510001024027	4
060510001024028	3
060510001024029	3
060510001024030	3

Exhibit B
 Map 4B Census Blocks

Census Block	District
060510001024031	3
060510001024032	3
060510001024033	3
060510001024034	3
060510001024035	3
060510001024036	3
060510001024037	3
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060510001024047	3
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060510001024066	3
060510001024067	4
060510001024068	4
060510001024069	4
060510001024070	3
060510001024071	4
060510001024072	3

Census Block	District
060510001024073	4
060510001024074	4
060510001024075	3
060510001024076	4
060510001024077	4
060510001024078	4
060510001024079	4
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060510001024109	3
060510001024110	3
060510001024111	3
060510001024112	3
060510001024113	3
060510001024114	3

Census Block	District
060510001024115	3
060510001024116	3
060510001024117	3
060510001024118	3
060510001024119	3
060510001024120	3
060510001024121	3
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060510001024150	3
060510001024151	3
060510001024152	3
060510001024153	3
060510001024154	3
060510001024155	3
060510001024156	3

Exhibit B
 Map 4B Census Blocks

Census Block	District
060510001024157	3
060510001024158	3
060510001024159	3
060510001024160	3
060510001024161	3
060510001024162	3
060510001024163	4
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060510002011013	3
060510002011014	3
060510002011015	4
060510002011016	3
060510002011017	4
060510002011018	4
060510002011019	3
060510002011020	3

Census Block	District
060510002011021	3
060510002011022	4
060510002011023	4
060510002011024	4
060510002011025	4
060510002011026	4
060510002011027	4
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060510002011036	1
060510002011037	3
060510002011038	5
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060510002011044	5
060510002011045	5
060510002011046	5
060510002011047	5
060510002011048	5
060510002011049	5
060510002011050	5
060510002011051	5
060510002011052	4
060510002012000	1
060510002012001	1
060510002012002	1
060510002012003	1
060510002012004	1
060510002012005	1
060510002012006	1
060510002012007	1
060510002012008	1
060510002012009	1

Census Block	District
060510002012010	1
060510002012011	1
060510002012012	1
060510002012013	1
060510002012014	1
060510002012015	5
060510002012016	1
060510002012017	1
060510002012018	5
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060510002013026	5
060510002013027	5
060510002013028	5
060510002013029	5
060510002013030	5
060510002013031	5
060510002013032	5

Exhibit B
Map 4B Census Blocks

Census Block	District
060510002013033	5
060510002013034	5
060510002013035	5
060510002013036	5
060510002013037	5
060510002013038	5
060510002013039	5
060510002013040	5
060510002013041	5
060510002013042	5
060510002013043	5
060510002013044	5
060510002013045	5
060510002013046	5
060510002013047	5
060510002013048	5
060510002013049	5
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060510002021008	3
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060510002021016	3
060510002021017	3
060510002021018	3
060510002021019	3
060510002021020	3
060510002021021	3
060510002021022	3
060510002021023	3
060510002021024	3

Census Block	District
060510002021025	3
060510002021026	3
060510002021027	3
060510002021028	3
060510002021029	3
060510002021030	3
060510002021031	3
060510002021032	3
060510002021033	3
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060510002021035	3
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060510002022002	5
060510002022003	5
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060510002023006	5
060510002023007	5
060510002023008	5
060510002023009	5
060510002023010	5
060510002023011	5
060510002023012	5
060510002023013	5

Census Block	District
060510002023014	5
060510002023015	5
060510002023016	5
060510002023017	5
060510002023018	5
060510002023019	5
060510002023020	5
060510002023021	5
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060510002023023	5
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060510002024006	1
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060510002025013	1
060510002025014	3
060510002025015	3
060510002025016	3
060510002025017	3
060510002025018	3
060510002025019	3

Exhibit B
Map 4B Census Blocks

Census Block	District
060510002025020	3
060510002025021	3
060510002025022	5
060510002025023	5
060510002025024	3
060510002025025	1
060510002025026	1
060510002025027	1
060510002025028	1
060510002025029	1
060510002025030	5
060510002025031	3
060510002025032	3
060510002025033	3
060510002025034	3
060510002025035	3