

COLAB

San Luis Obispo County



The Coalition of Labor Agriculture and Business

**WEEKLY UPDATE
MAY 31 - JUNE 6, 2020**

ALERT

ANDY CALDWELL SHOW NOW LOCAL IN SLO COUNTY

**Now you can listen to THE ANDY CALDWELL SHOW
in *Santa Barbara, Santa Maria & San Luis Obispo
Counties!***

We are pleased to announce that The Andy Caldwell Show is now broadcasting out of San Luis Obispo County on FM 98.5 in addition to AM 1290 Santa Barbara and AM 1440 Santa Maria.



The show now covers the broadcast area from Ventura to Templeton - the only show of its kind on the Central Coast covering local, state, national and international issues!

3:00 – 5:00 PM WEEKDAYS

You can also listen to The Andy Caldwell Show LIVE on the [Tune In Radio App](#) and previously aired shows at:



COUNTY UPDATES OCCUR MONDAY'S AT 4:30 PM

THIS WEEK

**COVID OPERATIONS EXPOSE COUNTY DEEP STATE
WHO'S IN CHARGE - THE CAO & COUNTY COUNSEL OR THE SUPES?**

**HOTEL AND LODGING RESTRICTIONS – BOARD
DIDN'T KNOW IT WAS COMING
NOW THEY ARE TOLD THEY ARE POWERLESS TO UNDO IT**

**\$30 MILLION NO BID PUBLIC DEFENDER
CONTRACT RACKET
BOARD BASICALLY TOLD TO BUZZ OFF AND STAY OUT OF IT**

LAST WEEK

**COVID LOCKDOWN REOPENING BEGAN
GOLDILOCKS SHAM: IS IT TOO HOT, TOO COLD, OR JUST RIGHT?
NO!
GOLDILOCKS HAS ALREADY BEEN EATEN BY THE BEARS**

NO BOARD OF SUPERVISORS MEETING

APCD MEETING

DUST MUCH WORSE SINCE AREA CLOSED

**SCIENTIFIC ADVISORY GROUP REPORT ON MITIGATION EFFORTS
OCEANO PARK “IS THE MOST STUDIED DUNES FIELD ON THE PLANET”
AND NO ONE KNOWS IF THE MITIGATION MEASURES WORK**

PLANNING COMMISSION MEETING

SHORT AND SMOOTH

SLO COLAB IN DEPTH

SEE PAGE 18

**THE COVID-19 SHUTDOWN WILL COST
AMERICANS MILLIONS OF YEARS OF LIFE**

BY SCOTT W. ATLAS, RALPH L KEENEY, & ALEXANDER LIPTON

**CORONAVIRUS SHUTDOWN SHOWS DUST ON
THE NIPOMO MESA SCIENCE IS FLAWED**

BY KAREN VIELE

THIS WEEK’S HIGHLIGHTS

Board of Supervisors Meeting of Tuesday, June 2, 2020 (Scheduled)

Item 1 - Update and possible action on COVID-19 in San Luis Obispo County. There is no written report in the packet. Again, it is expected that the report will be verbal and perhaps accompanied by PowerPoint slides.

Growing Controversy Over Who Is In Charge: One issue that has heated up is the controversial short term lodging rule (50% occupancy limitation). The rule known as Order 6 forbids hotels, motels, RV parks and other short term lodging from renting more than 50% of their rooms at any one time on the grounds that visitors will import COVID-19 into the community. The order also forbids them to rent rooms to non-SLO County residents who are not deemed “essential workers in the COVID fight.”

The order was issued by the County Administrator on May 16, 2020 and came as a surprise to the Board of Supervisors. Some of the Supervisors are hearing complaints from the hospitality industry and individual citizens about the suddenness and severity of the order. The Board is being blamed for the order, which was actually issued by the County Administrative Officer, who is a Board appointment.

The hoteliers are demanding that the Board order the CAO to rescind the order, which he has refused to do. Collaterally, the County Counsel is opining that once the Board delegated emergency powers to manage the COVID-19 lockdown to the CAO, they can't overrule his orders.

This circumstance in combination with the fact that some Board members perceive that the CAO and Health Officer are running the show and excluding the Board is generating major friction and may result in a bad taste in the mouths of some after the whole COVID-19 problem resolves, assuming it does.

Other community groups are concerned about the control by appointed bureaucrats and the lack of authority by the elected Board. Board members who push back are being warned by the County Counsel that they are overstepping their bounds. According to some rumors, the County Counsel has opined that as long as the emergency declaration is in effect, the CAO in the guise of Emergency Operations Director can do almost anything he wants to do, and the Board cannot reverse or amend his decisions. Supposedly, the Board could declare an end to the emergency, but the County Counsel reportedly said that such an action would jeopardize the Federal and State reimbursement of millions of dollars which the County has made in connection with the CAOVID-19 operations.

A problem is that the declaration of emergency could remain in force for months or even years in order to operate the long and often tricky process of actually receiving the State and Federal disaster reimbursements. For example, Santa Barbara County is still maintaining its state of emergency for 3 disasters, including the 2016 Plains Pipeline rupture, the 2017 Montecito fire, and 2018 Montecito flood and debris flow. It appears that there is no contention over this in Santa Barbara County, as the County Executive Officer has kept the Board informed and seeks their formal concurrence as the process evolves.

In SLO County some of the Board members have not been happy at various junctures with either the CAO (and previous CAOs) or the County Counsel regarding communications and lack of assistance to the Board in addressing other matters of importance in running the County. For example, some Board members discovered that the staff was filtering and not sharing all information equally with all Board members relative to the ultimately defeated AB 2453 Water District. The CAO and the County

Counsel have blunted every effort of the Board to attempt to launch an independent investigation of the accumulated problems associated with Supervisor Hill. The failure of staff to have the Public Defender contract bid out, as discussed below in detail in **Item 2** below, is yet another instance.

In the meantime The Board feels more and more stonewalled. The hotel order is just the latest example.

The lodging industry is being required to fill out a self-policing form certifying that they are not renting more than 50% of their rooms and are only renting to those people deemed essential.

Beyond the whole overreach of the original County and State lockdown order, Rule 6 just screams various constitutional violations. The order is summarized below as presented on the County COVID-19 website.

Now is not the time for vacation or leisure travel to SLO County. Cooperation with the local and state orders will help protect San Luis Obispo County residents from COVID-19 and support our efforts to reopen together sooner. The order is intended to limit the spread of COVID-19 and reinforces State guidance, including the State Health Officer's direction that, "Californians should not travel significant distances and should stay close to home."

Short Term Lodging Order

Short-term lodging facilities in San Luis Obispo County must limit occupancy to no more than 50 percent. For hotels, motels, and RV parks, this means no more than half of a facility's rooms / spots may be booked on any day. Residential vacation rentals also must reduce the number of permitted tenancies per month by 50 percent.

County and city officials will be doing enforcement of the occupancy requirement. If asked by any authority enforcing this order, facility managers must provide occupancy rate for any given day, along with supporting information. Facilities may request an exception from the County Public Health Official if it meets certain criteria.

This order applies to all short term lodging in SLO County, including:

- *hotels*
- *motels*
- *motor hotels*
- *tourist courts or cabins*
- *bed and breakfast inns*
- *timeshares*
- *RV parks*
- *campgrounds*
- *residential vacation rentals and homestays*

What type of travel can people do to SLO County?

- *Essential workers who need a place to stay while working in SLO County or traveling to/from essential work. This includes workers in health care, utilities, groceries, and more. Learn more*
- *Protecting the homeless population*
- *People who need to self-isolate or quarantine, and people who cannot stay in their own home because someone there needs to self-isolate or quarantine*
- *People who are here to care for a vulnerable person (elderly, minor, dependent, person with disabilities or other vulnerable population) who lives in SLO County.*

What type of travel can people NOT do to SLO County?

- *People traveling for fun, vacation, recreation or leisure*
- *People planning optional trips to visit friends or family*
- *Any purposes other than those outlined above*

What if you are driving from SF to LA and stop at the Paso Robles Inn for dinner, have some martinis, and determine it would be safer to lie over? If the Inn rents you a room, do you and the manager get \$1000 fines and jail under the Rule 6 if someone snitches you off?

The engrossment of bureaucratic power resulting from the COVID scare is more dangerous than the disease itself.

A report on the County website from last week summarizes the status and general geographic incidence of the virus within the County.

As of this writing there is no indication that opening up some businesses has accelerated the infection rate thus far.

BOARD OF SUPERVISORS DAILY COMMUNICATION REPORT

May 26, 2020

San Luis Obispo County Cases:

As of 1100 TUESDAY 5/26/2020

- *Total Positive Cases: 263*
- *Cases by Region –*
 - o *Coast (12); Morro Bay (6) Other (6)*
 - o *No. County (168); Paso Robles (110) Atascadero (38) Templeton (8) San Miguel (9) Other (3)*
 - o *Central (31); San Luis Obispo (18) CMC Inmates (11) Other (2)*
 - o *So. County (52); Arroyo Grande (22) Nipomo (19) Pismo Beach (9) Other (2)*
- *Cases by Age - 0-17 (25) 18-49 (124), 50-64 (66), 65+ (48)*
- *Cases by Status - Home (25), Hospitalized (3 total), ICU (2), Death (1), Recovered (234)*
- *Cases by Transmission - Travel (49), Person to Person (123), Community (87), Unknown/Under Investigation (4)*

- Cases by Lab – SLO PHL (86), Private Labs (177)
- Total people tested - our lab (2,834), other labs* (7,090)
- o *Negative result collection from other labs began 4/13/20

Cases in Other Regions:

Location	Positive Cases	Deaths	Recovered	Hospitalized	ICU	Quarantine
USA	1,723,888 +14,500	100,497 +588	477,314 +11,748	N/A	N/A	N/A
California	98,358 +2,490	3,852 +43	20,728 +2,262	N/A	N/A	N/A
San Luis Obispo	263	1	234	3 To date: 30	2 To date: 9	63 580 Total
Santa Barbara	1,551	12	1,346	27 MMC 6	10 MMC 3	FCC Lompoc 98 (BOP***) 971 (SBCO)
Monterey**	413 (+45)	8	278 (+17)	site changed*		
Kern**	1,876 (+6)	29	1,239 (+33)			
Kings	688	2	184			
Fresno	1,482	22	441	181*		
Tulare**	1,771 (+130)	79 (+4)	660 (+72)			1,022
Ventura	912	30	691	23	13	

* Total to date **Change is from 0800 ***Active cases

The enforcement statistics are very general. It would be interesting to have a summary of the types of violations in terms of the lockdown orders that are being found to be valid. For example, are some related to overcrowding in restaurants? Or are they related to failure to social distance? Has anyone been cited, arrested, or jailed yet?

Enforcement:

5/25: 15 calls; 10 valid complaints

5/22-5/24: WEEKEND

5/22: 14 calls; 6 valid complaints

5/21: 9 calls; 3 valid complaints

5/20: 14 calls; 6 valid complaints

5/19: 14 calls; 6 valid complaints

5/18: 19 calls; 9 valid complaints

5/16-5/17: WEEKEND

5/15: 14 call; 8 valid complaints

5/14: 27 calls; 9 valid complaints

5/13: 8 calls; 6 valid complaints

5/12: 15 calls; 10 valid complaints

5/11: 20; 12 valid complaints

5/9-5/10: WEEKEND

5/8: 9 calls; 0 valid
5/7: 11 calls; 1 valid
5/6: 13 calls; 1 valid
5/5: 3 calls; 0 valid
5/4: 16 calls; 2 valid complaints
5/2-5/3: WEEKEND
5/01: 19 calls; 2 valid complaints
4/30: 16 calls; 2 valid complaints
4/29: 20 calls; 4 valid complaints
4/28: 26 calls; 4 valid complaints
4/27: 69 calls; 2 valid (note that there's a recent social media movement (based on frustration/disagreement over the shelter at home) for people to continually call the call center and complain. The call center received numerous such calls over the weekend and on Monday.)
4/25-4/26: WEEKEND
4/24: 12 calls; 0 valid
4/23: 12 calls; 3 valid complaints
4/22: 11 calls; 1 valid complaint
4/21: 21 calls; 2 valid complaints
4/20: 27 calls; 7 valid complaints
4/18-4/19: WEEKEND
4/17: 21 calls; 0 valid complaints with follow up
4/16: 13 calls; 5 valid complaints with follow up
4/15: 11 calls; 2 valid complaint with follow up
4/14: 17 calls; 9 valid complaints with follow up
4/13: 17 calls; 8 valid complaints with follow up
4/11-4/12: WEEKEND
4/10: 20 calls; 5 valid complaints with follow up
4/9: 15 calls; 4 valid complaints with follow up
4/8: 16 calls; 1 valid complaint with follow up
4/7: 31 calls; 4 valid complaints with follow up
4/6: 48 calls; 17 valid complaints with follow up
4/4-4/5: Weekend
4/3: 29 calls; 9 valid complaints with follow up
4/2: 37 calls; 15 valid complaints with follow up
4/1: 43 calls; 11 valid complaints with follow up
3/31: 17 calls; 3 valid complaints with follow up
3/30: 48 calls; 11 valid complaints with follow up
3/28-3/29: WEEKEND
3/27: 44 calls; 11 valid complaints with follow up
3/26: 54 calls; 12 valid complaint with follow up
3/25: 93 calls; 43 valid complaints with follow up
3/24: 21 calls; 7 valid complaints with follow up

o No business has been formally cited for failing to comply with the Shelter at Home Order.

Item 2 - Request to 1) approve a four-year renewal agreement with private attorney firm San Luis Obispo Defenders, a Professional Law Corporation in the amount of \$4,856,934 for the first year (FY 2020-21) as well as other negotiated compensation as outlined in the attached contract for the provision services as the County Primary Public Defender; and 2) authorize the County Administrative Officer to execute an additional two-year extended term to the contract. Here again is another controversy in which the staff is asserting its power to control a matter which should ultimately be Board Policy. In this case it involves the award of a contract which will ultimately cost somewhere north of \$20 million over 4 years and could actually cost \$30 million if a 2-year contractual extension is exercised.

The contract is with a law group called the San Luis Obispo Defenders (SLOD), which provides the County's primary public defender services which are mandated by law. Some counties provide the service using in house staff and some contract the service out. The SLOD has held the contract for at least 20 or more years. For all of that time the contract has contained a clause which requires the County to negotiate with SLOD for a new contract prior to going out with a bid. Due to this circumstance the County has no idea what other law firms or consortia might propose.

It is very bad public policy and irresponsible to keep rolling contracts over and over without coming up for air to see what the market would provide. The County could be wasting millions of dollars and providing a huge financial windfall to SLOD.

NOT A NEW ISSUE

In fact, four years ago on June 21, 2016, the current contract was presented to the Board on the consent calendar by then County Administrative Officer (CAO) Dan Buckshi. At that time Supervisor Arnold asked why after a decade and a half it was not rebid. Buckshi and the staff stated that the SLOD provided great service and that there was no reason to rebid. Arnold pressed her point and eventually offered a motion, seconded by Compton, to require that the staff go out to bid net next time (the 2020 version). There was considerable discussion, including with the President of the firm, Patricia A. Ashbaugh, who told the Board what a great deal the contract is. In the end the Board voted 3/2 against Arnold's motion but expressed consensus, which was acknowledged by CAO Buckshi, that the next contract would be bid. Gibson, Hill, and Meacham voted against the bid requirement.

The Requirement To Renegotiate Clause: It turns out that both the County staff and the SLOD knew full well that there was a clause in the contract that required that the County negotiate with SLOD prior to going out to bid the next time – 2020. They never mentioned this during the Board deliberation. This omission borders on dishonesty, given the subject. It is also yet another example of the rampant cronyism that plagues the County government.

Fast Forward to June 2, 2020: The staff recommends approval of the new contract, asserting that there is not sufficient time to go out to bid between now and July 1, 2020 and that it will promise to go out to bid in 2024. They neglect to mention that the contract contains a 2-year extension clause. Instead, the Board letter states under the heading:

Removal of the "Requirement to Renegotiate" clause

The current contract states that if the County plans to enlist public defender services under a contracted service model, the County must attempt to negotiate with the Primary Public Defender

prior to taking the contracted services out to Request for Proposal (RFP). Staff has discussed this provision with the Primary Public Defender, and it was agreed that this clause should be removed from the contract. It is intended that at the end of the four-year contract before the Board today, the County will take the provision of Public Defender services out to RFP.

What about the 2-year extension clause? And is the requirement to renegotiate clause really gone? The contract states in part:

2. Term of Agreement. The term of this Agreement shall be for a period of four (4) years (“Initial Term”) and shall commence on July 1, 2020, and shall continue through and including June 30, 2024. The term of this Agreement may be extended by mutual written agreement for one additional two (2) year term (“Extended Term”). The County Administrative Officer (“CAO”) shall have the authority to execute any extension as referenced herein.

Upon the expiration of this Agreement, the parties shall have the option of renewing the Agreement on such terms and conditions as may be negotiated and agreed to by the parties.

Alternatively, the COUNTY may elect to issue a request for proposal for Public Defender services. .

Nevertheless the wording remains that the parties **shall** have the option of renewing the Agreement on such terms as may be negotiated. It then says the County **may** elect to issue a request for proposal. Accordingly and if Board members forget or are replaced, retired, or are in the Federal Petitionary, as the case may be, the staff could go right ahead and renegotiate a new contract.

Worse yet, the contract states unequivocally, “The County Administrative Office (“CAO”) shall have the authority of execute any extension referenced herein.”

Thus the CAO can extend the contact again without even consulting with the Board.

Plus and per the contract section below, the Agreement contains a tail clause which states that even if there is a new contract with a different law group, all the cases in progress must still be handled by SLOD attorneys and that they must be paid at higher rates, which would be mandated by the Court since they would not be under the SLOD contract.

3. Representation After Termination. ATTORNEYS shall accept appointments for cases arraigned within the Agreement term. Upon termination of the Agreement, ATTORNEYS shall continue to represent the existing clients until their cases are concluded. Compensation, payment and ancillary services shall continue to be provided by COUNTY as provided by this Agreement, except that ATTORNEYS shall be compensated at the hourly rate currently paid to counsel appointed by the San Luis Obispo Superior Court, plus expenses.

The entire contract is rigged so that the County can never get out, even if it bothered to make the effort to find out if there are other firms which would offer lower cost, better service, new innovations, or other benefits.

Aside from the blatant dishonesty and imprudence, the County has no performance metrics as to workload, case management, case demographics, case velocity, or anything else. The contract states that the monthly bills are to be submitted by SLOD with certain statistics. It is not known if this is actually done or not. One thing for is sure is that if there are any, they aren't making it into the County's "performance budget." Note that of the two performance measures listed below the budget display in the recently submitted 2020 Budget, one contains no data and the other is an irrelevant cost per citizen number which has no real relevance because it is not compared with other similar jurisdictions.

As stated above, there are no numbers on which management or the Board could make any reasonable and "scientific" evaluation of the contract.

FINANCIAL SUMMARY

	FY 2019-20 Adopted	FY 2019-20 Estimated	FY 2020-21 Requested	FY 2020-21 Recommended	Change from FY 2019-20
Intergovernmental Revenue	\$509,550	\$445,444	\$535,554	\$535,554	\$26,004
Charges for Current Services	\$90,000	\$346,524	\$268,075	\$268,075	\$178,075
Total Revenue	\$599,550	\$791,968	\$803,629	\$803,629	\$204,079
Services and Supplies	\$7,386,030	\$7,477,797	\$7,690,401	\$7,736,736	\$350,706
Gross Expenditures	\$7,386,030	\$7,477,797	\$7,690,401	\$7,736,736	\$350,706
General Fund Support	\$6,786,480	\$6,685,829	\$6,886,772	\$6,933,107	\$146,627

Department Goal: To provide cost effective Public Defender services.

1. Performance Measure: Annual number of cases reversed based on the allegation of inadequate defense.

Counties are mandated to provide public defender services for people who are unable to afford a private attorney. The number of cases that are overturned based upon an inadequate defense measures the effectiveness of public defender services in terms of them meeting the constitutional right to an adequate defense.

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Target	0.00	0.00	0.00	0.00	0.00
Actual	0.00	0.00	0.00	0.00	

Notes:

2. Performance Measure: Per capita costs for public defender services.

This measure shows the per capita gross costs to provide public defender services, based on budgeted amounts.

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Target	23.28	23.37	25.26	26.27	26.99
Actual	23.40	24.28	24.91	26.01	

Notes: The FY 2020-21 target includes a 3.2% CPI increase to the FY 2019-20 current budget (plus amendments) for Public Defender and assumes a 1.4% growth in population compared FY 2019-20. FY 2019-20 data from comparable counties will be reported on here for comparison when it becomes available.

By way of comparison, please see the performance measures of Public Defender in a SLO comparison county.

Public Defender

PERFORMANCE MEASURES

Description	FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20 Estimated Actual	FY 2020-21 Recommend
Department-Wide				
Advocate for clients' release: number of clients provided with pre-arraignment consultation (target = 800)	N/A	502	600	800
Number of clients evaluated for referral to services including shelter, housing, drug treatment, mental health treatment, vocation services (target = 800)	N/A	N/A	700	800
Hours spent internally interpreting for client meetings, phone calls, jail visits (target = 4,000)	N/A	N/A	4,000	4,000

Percentage of PD IT Helpdesk request that are forensic litigation support related (target = 1,400) 35%	N/A	437	1,288	1,400
Number of requests sent out for audio/video transcripts needed for a hearing or trial (target = 500)	N/A	N/A	550	550
Number of Expert requests submitted by Deputy Public Defenders (target = 140)	N/A	N/A	140	140
Number of investigative request submitted by attorneys to investigators (target = 3,200)	N/A	N/A	3,200	3,200
Provide expungement services: number of Prop 47 motions filed (target = 7,000)	N/A	7,000	7,000	7,000
Provide immigration representation: number of Padilla consultations, averaging 3-5 hours per consult (target = 1,000)	N/A	500	600	600
Provide expungement clinics hosted in the community (target = 6)	N/A	4	6	6
Number of juvenile record requests sealed (target = 450)	210	350	450	450
Provide training to staff: number of in-house trainings, workshops, and lectures provided (target = 160)	N/A	146	150	160
Volunteer hours for post-bars, interns, and externs: total number of hours (target = 10,000)	N/A	7,000	8,000	10,000
Provide effective representation to defendants:				
- Number of felony matters handled		2,542	2,617	2,617
- Number of misdemeanor matters handled	N/A	9212	8825	8,825
- Number of juvenile matters handled		710	788	788
- Number of LPS court trials		15	17	17

To put the cherry on the sundae, the clause below adds a \$300 bonus per completed case. Are these expungements? There were 7000 of these in the comparative county cited above. The County has no idea what this cost will be.

As compensation for the services performed pursuant to Section 1(h) and (i) of this Agreement, COUNTY will pay ATTORNEYS \$300 per completed case, including all expenses incidental to said case. ATTORNEYS shall submit a monthly invoice itemizing each completed case and will receive compensation within 30 days of receipt. The compensation referenced in this paragraph is not included in the total sum referenced in Paragraph 1 of this Section. The compensation referenced in this paragraph is paid in addition to the total sum referenced in Paragraph 1 of this Section. The compensation referenced in this paragraph shall not be increased by the inflation factor described in Paragraph 1 of this Section.

h. Representation of any and all indigent persons subject to a Post Release Community Supervision (PRCS) revocation hearing pursuant to Penal Code section 3000.08 which is heard and determined in San Luis Obispo County courts.

And then the contract also has a clause which provides that the County will examine the feasibility of buying the SLOD a new case management data system, the cost of which is not included in their contact.

If they are really going out to bid in 4 years, why would they ever consider buying a \$1million system now?

ATTORNEYS desire to replace their current client case management system.

ATTORNEYS have provided a business case for replacing the system. ATTORNEYS have requested that COUNTY fund the replacement system. COUNTY and ATTORNEYS have given significant consideration to the project. The value of such a project is recognized by COUNTY. COUNTY and ATTORNEYS shall continue discussion of a replacement case management system. COUNTY may fund the replacement system when doing so is a viable option in the COUNTY budget and such funds are appropriated for that purpose. Funding the project would require an amendment to this Agreement.

The project has an estimated first year cost in the amount of \$957,283 and ongoing costs in the amount of \$338,583. Although it would be appropriate for the Public Defender to have a case management system (CMS) that meets their needs similar to the CMS's used by County Probation, District Attorney, and the Courts (the Sheriff is also in the process of replacing their CMS), this project is not included in the contract because it is currently cost prohibitive. The Administrative Office will continue to work with the Primary Public Defender on this issue.
OTHER AGENCY

LAST WEEK'S HIGHLIGHTS

No Board of Supervisors Meeting on Tuesday, May 26, 2020 (Not Scheduled)

There was no meeting on May 26th, as it was both a 4th Tuesday and the day after a national holiday. The next scheduled meeting is Tuesday, June 2nd. The following week (June 8th) schedule contains several days devoted to review of the Proposed FY 2020-21 Budget.



You can read all 577 pages at:

[https://www.slocounty.ca.gov/getattachment/Departments/Administrative-Office/Administrative-and-Budget-Services/PageElements/Download-the-Budget/FY-2020-21-Recommended-Budget-Whole-book-Final-\(1\).pdf.aspx?lang=en-US](https://www.slocounty.ca.gov/getattachment/Departments/Administrative-Office/Administrative-and-Budget-Services/PageElements/Download-the-Budget/FY-2020-21-Recommended-Budget-Whole-book-Final-(1).pdf.aspx?lang=en-US)

GOLDILOCKS COVID-19 REOPENING

The State and the counties hope that they have gotten it just right. That is, society will start phased opening and the COVID infection rate will continue declining. This in turn will permit further reopening, and so on. This is the COVID-19 government Goldilocks approach to unwinding the total societal quarantine.

One problem is that the damage may already be so great that the government-created proverbial economic bears have already eaten Goldilocks and have stuck us with a huge protracted recession or worse. Many businesses may not come back.

A second problem is that the plans do not allow a robust reopening. Instead they will just prolong the agony and drive the economy deeper into recession.

A third problem is that the virus might start to come back sooner or later. Many officials, including Governor Newsome, have opined that the society cannot open fully until there is a preventative vaccine, development of which could take many months, if ever.

A fourth problem is that resurgence of the virus will result in the reinstalling of the lockdown. Instead, the governments should plan geographic and vulnerability sector quarantines instead of shutting everything down. For example, about half of SLO County's infections took place in Paso Robles. The County data does not tell us where in Paso Robles. However, there is considerable on-the-ground experiential reporting that suggests that it was in the sector west of Highway 101 and railroad and north of 24th street. There is a high concentration of old and new apartment houses in this area, where the higher densities promoted the spread.

Why shut down Nipomo, SLO, and the coastal sections, which had relatively few cases? In the meantime, the County has subordinated itself to the State phasing schedule and rules. Officials fear that if they don't, the State will withdraw various forms of financial aid to the County and will punish individual businesses which are not in compliance with fines and license revocations. The County Sheriff and District Attorney do not seem too keen on carrying out enforcement on behalf of the State.

San Luis Obispo County Air Pollution Control District (APCD) Board Meeting of Wednesday, May 27, 2020 (Completed)

Item C-2: Scientific Advisory Group Presentation on Oceano Dunes Mitigation Efforts. First of all, the APCD didn't want to hear that the blowing dust has increased by 3 times this year over last year, even though the riding and camping on the dunes has been shut down due to the COVID-19 lockdown. The new story to account for this phenomenon is that the area is permanently damaged due to decades of riding and that the wind blew more. This is "science" which we are all supposed to accept. A more practical theory is that the camping vehicles, trailers, RV's, and awnings actually blocked more sand and dust than the hay bales and snow fence which has been placed all over the area. Apparently closing more sections of the area had no impact whatsoever, since the whole area is now closed and the dust is much worse.

The District Board heard a long, highly technical presentation. In the end they, the staff, and any audience listening in had no idea what the data really meant in terms of progress toward reducing the dust. A number of Board members attempted to get at this, and received even more befuddling answers. Atascadero City Councilwoman Roberta Fonzi got as close as anyone by asking if the consultants could predict if the dust would abate by the 50% over the next 3 years, as required by the APCD Hearing Board.

The answer to the extent that it could be understood seemed to be "no," and perhaps "never." The County Air Pollution Control Officer "clarified" by indicating that the "models change." Supposedly the District has spent \$14 million so far over the years dealing with the dust.

The most revealing statement from the consultants was, "This is the most studied dunes field on the planet."

There was no actual copy of the report or even a summary in the agenda package. As expected, the APCD Board and public found out what it was about in real time during the meeting. This is problematical for preparing analyses and questions in advance. The write-up states in part:

The Scientific Advisory Group (SAG), established pursuant to Stipulated Order of Abatement 17-01, will make a joint presentation to the Board and public on the status of mitigations, monitoring, modeling, and future plans to control dust from the Oceano Dunes State Vehicular Recreation Area.

And

The Scientific Advisory Group (SAG), established pursuant to Stipulated Order of Abatement 17-01, will make a joint presentation to the Board and public on the status of mitigations, monitoring, modeling, and future plans to control dust from the Oceano Dunes State Vehicular Recreation Area.

Planning Commission Meeting of Thursday, May 28, 2020 (Completed)

Item 4: Hearing to consider a request by Mike English for a Conditional Use Permit (DRC2019-00164) for the construction of three (3) commercial warehouse buildings containing four (4) units totaling approximately 51,980- square-feet for wine storage as well as 110 onsite parking spaces used for vehicle storage. The project will result in the disturbance of the entire 2.82-acre parcel. The proposed project is within the Industrial land use category and is located at 320 Marquita Avenue in the community of Templeton. The project will include wine storage and vehicle storage and may include indoor cannabis growing (subject to a separate permit) in the future.

COLAB IN DEPTH

IN FIGHTING THE TROUBLESOME, LOCAL DAY-TO-DAY ASSAULTS ON OUR FREEDOM AND PROPERTY, IT IS ALSO IMPORTANT TO KEEP IN MIND THE LARGER UNDERLYING IDEOLOGICAL, POLITICAL, AND ECONOMIC CAUSES

THE COVID-19 SHUTDOWN WILL COST AMERICANS MILLIONS OF YEARS OF LIFE BY SCOTT W. ATLAS, RALPH L KEENEY, & ALEXANDER LIPTON

Our governmental COVID-19 mitigation policy of broad societal lockdown focuses on containing the spread of the disease at all costs, instead of “flattening the curve” and preventing hospital overcrowding. Although well-intentioned, the lockdown was imposed without consideration of its consequences beyond those directly from the pandemic.

The policies have created the greatest global economic disruption in history, with [trillions of dollars](#) of lost economic output. These financial losses have been falsely portrayed as purely economic. To the contrary, using numerous National Institutes of Health Public Access publications, Centers for Disease Control and Prevention (CDC) and Bureau of Labor Statistics data, and various actuarial tables, we calculate that these policies will cause devastating non-economic consequences that will total millions of accumulated years of life lost in the United States, far beyond what the virus itself has caused.

Pandemics have afflicted humankind throughout history. They devastated the Roman and Byzantine empires, Medieval Europe, China and India, and they continue to the present day despite medical progress.

The past century has witnessed [three pandemics](#) with at least 100,000 U.S. fatalities: The "Spanish Flu," 1918-1919, with between 20 million and 50 million fatalities worldwide, including 675,000 in

the U.S.; the "Asian Flu," 1957-1958, with about 1.1 million deaths worldwide, 116,000 of those in the U.S.; and the "Hong Kong Flu," 1968-1972, with about 1 million people worldwide, including 100,000 in the U.S. So far, the current pandemic has produced almost 100,000 U.S. deaths, but the reaction of a near-complete economic shutdown is unprecedented.

The lost economic output in the U.S. alone is estimated to be [5 percent of GDP](#), or \$1.1 trillion for every month of the economic shutdown. This lost income results in lost lives as the stresses of [unemployment](#) and providing basic needs increase the incidence of [suicide, alcohol](#) or drug abuse, and stress-induced illnesses. These effects are particularly severe on the lower-income populace, as they are more likely to lose their jobs, and mortality rates are much higher for lower-income individuals.

Statistically, every \$10 million to \$24 million lost in U.S. incomes results in one additional [death](#). One portion of this effect is through unemployment, which leads to an average increase in mortality of at least 60 percent. That translates into 7,200 lives lost per month among the [36 million](#) newly unemployed Americans, over 40 percent of whom are [not expected to regain their jobs](#). In addition, many small business owners are [near financial collapse](#), creating lost wealth that results in [mortality increases of 50 percent](#). With an average estimate of one additional lost life per \$17 million income loss, that would translate to 65,000 lives lost in the U.S. for each month because of the economic shutdown.

In addition to lives lost because of lost income, lives also are lost due to delayed or foregone health care imposed by the shutdown and the fear it creates among patients. From personal communications with neurosurgery colleagues, about half of their patients have not appeared for treatment of disease which, left untreated, risks brain hemorrhage, paralysis or death.

Here are the examples of missed health care on which we base our calculations: Emergency [stroke](#) evaluations are down 40 percent. Of the [650,000](#) cancer patients receiving chemotherapy in the United States, an estimated half are missing their [treatments](#). Of the [150,000](#) new cancer cases typically discovered each month in the U.S., most – as elsewhere in the world – [are not being diagnosed](#), and two-thirds to three-fourths of routine cancer [screenings](#) are not happening because of shutdown policies and fear among the population. Nearly [85 percent](#) fewer living-donor transplants are occurring now, compared to the same period last year. In addition, more than half of childhood [vaccinations](#) are not being performed, setting up the potential of a massive future health disaster.

The implications of [treatment delays](#) for situations other than COVID-19 result in 8,000 U.S. deaths per month of the shutdown, or about 120,000 years of remaining life. Missed [strokes](#) contribute an additional loss of 100,000 years of life for each month; [late cancer diagnoses](#) lose 250,000 years of remaining life for each month; missing [living-donor transplants](#), another 5,000 years of life per month — and, if even 10 percent of [vaccinations](#) are not done, the result is an additional 24,000 years of life lost each month.

These unintended consequences of missed health care amount to more than 500,000 lost years of life per month, not including all the other known skipped care.

If we only consider unemployment-related fatalities from the economic shutdown, that would total at least an additional 7,200 lives per month. Assuming these deaths occur proportionally across the ages of current U.S. mortality data, and equally among men and women, this amounts to more than 200,000 lost years of life for each month of the economic shutdown.

In comparison, COVID-19 fatalities have fallen disproportionately on the elderly, particularly in [nursing homes](#), and those with co-morbidities. Based on the expected remaining lifetimes of these COVID-19 patients, and given that 40 percent of deaths are in nursing homes, the disease has been responsible for 800,000 lost years of life so far. Considering only the losses of life from missed health care and unemployment due solely to the lockdown policy, we conservatively estimate that the national lockdown is responsible for at least 700,000 lost years of life every month, or about 1.5 million so far — already far surpassing the COVID-19 total.

Policymakers combatting the effects of COVID-19 must recognize and consider the full impact of their decisions. They need to be aware of the devastating effects in terms of lost life from shutting down significant parts of the economy. The belated acknowledgement by policy leaders of irreparable harms from the lockdown is not nearly enough. They need to emphatically and widely inform the public of these serious consequences and reassure them of their concern for all human life by strongly articulating the rationale for reopening society.

To end the loss of life from the economic lockdown, businesses as well as K-12 schools, public transportation, parks and beaches should smartly reopen with enhanced hygiene and science-based protection warnings for any in the high-risk population. For most of the country, that reopening should occur now, without any unnecessary fear-based restrictions, many of which repeat the error of disregarding the evidence. By following a thoughtful analysis that finally recognizes all available actions and their consequences, we can save millions of years of American life.

When the next pandemic inevitably arises, we need to remember these lessons and follow policies that consider the lives of all Americans from the outset.

Scott W. Atlas is a physician and senior fellow at Stanford University's Hoover Institution. Follow him on Twitter @SWAtlasHoover.

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Ralph L Keeney is professor emeritus in business at Duke University and in engineering at the University of Southern California.

Alexander Lipton is a visiting professor and dean's fellow at the Jerusalem Business School of the Hebrew University of Jerusalem.

CORONAVIRUS SHUTDOWN SHOWS DUST ON THE NIPOMO MESA SCIENCE IS FLAWED



A view of the Nipomo Mesa from the Oceano Dunes State Vehicular Recreation Area

By KAREN VELIE

Excessive dust days have more than doubled since RVs and off-road vehicles were barred from the Oceano Dunes, data from two Nipomo Mesa air quality monitoring sites show. California State Parks closed the Oceano Dunes State Vehicular Recreation Area to all off-road and recreational vehicles on March 28 because of the coronavirus pandemic.

The air quality data called into question the San Luis Obispo County Air Pollution Control District's theory, disputed by California state scientists, that off-road riding activities cause high dust levels detected on the Nipomo Mesa. This theory generally ignores that Oceano Dunes lies within a larger complex of coastal sand dunes created by wind blowing sand from the shoreline.

For years, the APCD and Nipomo Mesa residents have clashed with state parks and off-road vehicle riders over the cause of dust in the air at the Nipomo Mesa. Both sides agree strong westerly winds blowing over the sand dunes transport dust to the mesa.

In 2018, California State Parks entered into a stipulated order of abatement with the APCD. The agreement mandates that the state reduce wind-blown dust, specifically dust particles that are 10 microns or less in diameter, on the Nipomo Mesa by 50 percent. Despite agreeing to the various terms in the agreement, state parks still denies that off-roading causes the dust on the mesa.



Access denied: Approximately 50 acres of camping and beach area closed off for APCD dust projects.

The primary goal of the agreement is to ensure that concentrations of dust measured on the mesa stay within federal and state standards, as measured at two of the APCD’s air monitoring sites on the mesa, which are known as “CDF – Arroyo Grande” and “Nipomo-Guadalupe Road.”

Overall, the state has spent approximately \$14 million in tax payer revenue in the last 10 years to reduce dust concentrations on the mesa. The state covered more than 150 acres of dune sand with vegetation or orange plastic fencing. Additional dune-covering projects are anticipated in the coming months and years, under the theory that the obstructions would help reduce dust produced by the blowing sand.

In January, State Parks Director Lisa Mangat shut down approximately half of the camping area and about 5 percent of the riding area at the Oceano Dunes, or approximately 50 acres near the shoreline. The area was popular with campers, and provided 50 percent of the park’s camping availability.

CalCoastNews examined [archived data](#) from wind and dust measurements collected from the two Nipomo Mesa air quality monitoring sites to determine if State Parks’ mandated efforts along with the closure of the park in March would lead to a reduction in dust concentrations.

Specifically, reporters examined the number of daily exceedances of state and federal air quality standards during the month of May for the past six years at the two monitoring sites. The CDF site is approximately 2.5 miles from the dune shoreline, on the southwest edge of Nipomo Mesa. The Nipomo-Guadalupe Road site is about four miles from the shore, on the lower edge of the mesa. Agricultural lands lie between the coastal dunes and the Nipomo Mesa.

The parameters were chosen because May is typically the windiest month in south San Luis Obispo County, and 2015 predates the various dune-covering operations undertaken by State Parks.

Wind data indicates that May’s average wind speed at the two monitoring sites has varied little from year to year. At the CDF site, the May winds average at about 5 miles per hour, and at the Nipomo-Guadalupe Road site, the winds are slightly stronger, averaging about 5.5 miles per hour.

The number of exceedances of California’s air quality standard for airborne dust tells a different story. At both of the air monitoring stations, a substantially greater number of May exceedances

occurred this year compared to the other years, even though there have been no recreational vehicles on the dunes; and the month of May has not yet ended.

For example, at the CDF site in May 2019, there were six exceedances, but this year, as of May 22, the exceedances have doubled to 12. At the Nipomo-Guadalupe Road site in May 2019, there were only three exceedances, but as of May 22, exceedances have nearly quadrupled to 11.

The Number of PM10 State Standard Exceedances on Nipomo Mesa During the Month of May, by Year		
Month and Year	SLOAPCD Air Monitoring Site Name	
	CDF	Nipomo-Guadalupe Road
May 2015	5	2
May 2016	4	2
May 2017	10	7
May 2018	9	6
May 2019	6	3
May 2020*	12	11

***With no off-highway vehicle recreation at Oceano Dunes SVRA**

As part of the agreement, a panel of scientific advisors, known as the Scientific Advisory Group (SAG), was formed to assist in the design and implementation of the various dune-covering projects. The SAG is led by William Nickling, an emeritus professor at the University of Guelph in Ontario, Canada.

In apparent anticipation that continued high-dust days with no vehicle recreation in the dunes would cause confusion, on April 6, Dr. Nickling and other SAG members authored a memorandum regarding the vehicle closure at Oceano Dunes and possible changes in dune dust emissions.

“It is the opinion of the SAG that the accumulated impact of OHV [off highway vehicle] activity remains a significant contributor to observed PM [dust] emissions at ODSVRA, even during this period in which the ODSVRA is temporarily closed to recreational uses,” according to the memorandum. “The SAG acknowledges that the Oceano Dunes are a naturally dusty surface that would experience PM emissions even in the absence of human activity, especially during this spring windy season. But the SAG is also clearly aware that decades of OHV activity have fundamentally altered the natural beach-dune landscape, making the dunes significantly more susceptible to PM emissions than they would be in a natural state.”

However, the SAG memorandum fails to explain how the dunes have been “fundamentally altered” to emit more dust, and also why the SAG did not anticipate the number of state exceedances for dust to substantially increase in the absence of vehicle recreation on the dunes.

One theory is that the recreational vehicles that used to park on the dunes, helped obstruct the wind flow.

This article first appeared in the CALCOASTNEWS of May 25, 2020.

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