



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 March 15, 2022

TELECONFERENCE INFORMATION

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

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting
http://monocounty.granicus.com/MediaPlayer.php?publish_id=fd043961-041d-4251-a6e8-803b439caa17

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/89739722733>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 897 3972 2733.

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 897 3972 2733.

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. Appointment of Two Members to County Service Area (CSA) #5

Departments: Clerk of the Board of Supervisors

The appointment of Kim Bunn for a term expiring 11/30/2024, and Tajia Rodriguez for a term expiring 11/30/2022 to the County Service Area (CSA) #5 Board.

Recommended Action: Appoint Kim Bunn for a term expiring 11/30/2024, and Tajia Rodriguez for a term expiring 11/30/2022 to the County Service Area (CSA) #5 Board.

Fiscal Impact: None.

B. Appointment of Two Members to Mono County Child Care Council

Departments: Clerk of the Board of Supervisors

The appointment of Andrea Walker for a term expiring 2/21/2024, and reappointment of Annaliesa Calhoun for a term expiring 3/17/2024 to the Mono County Child Care Council.

Recommended Action: Appoint Andrea Walker for a term expiring 2/21/2024,

and reappoint Annaliesa Calhoun for a term expiring 3/17/2024 to the Mono County Child Care Council.

Fiscal Impact: None.

C. Requested Letter of Support for Health Net of California

Departments: CAO

Health Net/California Health & Wellness has requested a letter of support for its application to the state's Medi-Cal request for proposals for Medi-Cal managed care plan services in California.

Recommended Action: As would be recommended for any applicant request, staff recommends Board support for this non-exclusive letter of support and requests the Board authorize the Chair to execute letter on its behalf.

Fiscal Impact: None

D. Contract Amendment Approval for Prescriptive ADU and Garage Designs

Departments: Community Development

Proposed Contract amendment with RRM Design Group

Recommended Action: Approve \$24,500 contract amendment with RRM Design Group for a fifth ADU prescriptive design and updating garage prescriptive designs, and authorize the County Administrative Officer to execute said contract amendment on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Increases cost of contract from \$80,000 to \$104,500. Additional appropriations were approved by the Board at midyear to fund this increase.

E. Proposed Contract with Tyler Technologies

Departments: Probation

Proposed contract with Tyler Technologies pertaining to Software as a Service Agreement for Case Management System.

Recommended Action: Approve and authorize the County Administrative Officer to sign a contract with Tyler Technologies for a Case Management System for Probation Department, for the period April 1, 2022 through March 31, 2027 and a not-to-exceed amount of \$217,300 first year. With Annual fee of \$40,500 plus 5% annual increase.

Fiscal Impact: The first year cost to implement the software is \$217,300 and is included in the Department's amended FY 2021-22 budget, \$116,500 of which is covered by the recently state-approved pretrial release program funding. Annual user fees for the remaining four years are \$40,500 (plus 5% increases) and will affect the Department's future year budget proposals. Adequate funding is

expected through the end of the agreement.

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. Behavioral Health Department Mental Health School Services Act (MHSSA) Grant

Departments: Behavioral Health

20 minutes

(Robin Roberts, Behavioral Health Director) - Mental Health Services Oversight and Accountability Commission (MHSOAC) is the contracting agency overseeing the Mental Health Student Services Act (MHSSA). This grant was awarded to Mono County via a competitive bid process. The funding will be used to enhance county partnerships with school-based programs and expand mental health services for children and youth.

Recommended Action: Conditioned upon approval of a Sub-Grant with Mono County Office of Education, approve, and authorize County Administrative Officer (CAO) to sign, contract with the MHSOAC for the provision of Mental Health School Services Act Grant Administration Services (Mental Health Award) for a period of April 1, 2022 to June 30, 2026 and a not-to-exceed amount of \$2,500,000. This authorization shall include making minor adjustments to said contract from time to time as the CAO may deem necessary, provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Fiscal Impact: This grant will add \$2,500,000 in funding for school programming throughout the county over the life of the grant. The majority of new staff will be hired through Mono County Office of Education (MCOE) and some Mono County Behavioral Health staff will be re-assigned to this program; their staff time will be covered by this grant.

B. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

15 minutes

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

Recommended Action: None, informational only.

Fiscal Impact: None.

C. Justice, Equity, Diversity, and Inclusion (JEDI) Update

Departments: JEDI

10 minutes

(Scheereen Dedman, JEDI Coordinator) - Update on the proposed Justice, Equity, Diversity, and Inclusion (JEDI) training plan.

Recommended Action: None, informational only.

Fiscal Impact: None.

D. Workshop - Section 115 Pension Rate Smoothing Trust

Departments: Finance

30 minutes

(Janet Dutcher, Finance Director) - Presentation by representatives from Public Agency Retirement Services (PARS) about the use of an IRS Section 115 Pension Rate Stabilization Trust to pre-fund future CalPERS County pension contributions.

Recommended Action: Receive educational presentation and discuss staff recommendations that Mono County establish an IRS Section 115 pre-funding pension smoothing trust fund with PARS.

Fiscal Impact: None.

E. Workshop - Pension Obligation Bonds

Departments: Finance

45 minutes

(Janet Dutcher, Finance Director) - Presentation from Jeff Land of Oppenheimer & Co. Inc. and Michael Meyer from NHA Advisors about use of Pension Obligation Bonds in managing the County's CalPERS unfunded pension liability.

Recommended Action: Receive presentation and discussion with staff about use of Pension Obligation Bonds to reduce and manage the County's unfunded pension liability.

Fiscal Impact: None.

F. Remote Work Policy and Dependent Care Agreement

Departments: County Counsel

15 minutes

(Stacey Simon, County Counsel; Jay Sloane, Risk Manager) - Proposed resolution: A resolution of the Mono County Board of Supervisors adopting a policy regarding remote work applicable to the Mono County Public Employees (MCPE) bargaining unit. Discussion of related Dependent Care Agreement.

Recommended Action: Adopt proposed resolution. Direct staff to implement Remote Work Policy as to any employees eligible for and approved to continue working remotely in accordance with the Policy, no later than by July 1, 2022. Provide any other desired direction to staff.

Fiscal Impact: None. The policy is designed to be cost neutral to the County.

G. Mountain View Fire Update and Review of Emergency Declarations

Departments: Mountain View Fire EOC

10 minutes

(Justin Nalder, MVF EOC Director) - Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

Recommended Action: Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts. Find that there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

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

H. Conway Ranch Lease Agreement Second Amendment

Departments: Public Works

10 minutes

(Justin Nalder, Solid Waste Superintendent) - Amendment to the Conway Ranch Cattle Grazing Lease Agreement which allows for the inclusion of the Bowl Meadow into the approved grazing area. The Bowl Meadow represents approximately 36 acres, which would bring the total grazing area to approximately 324 acres. The total Animal Unit Months permitted under the lease would not increase.

Recommended Action:

- 1) Find that the County's entry into an amended lease agreement for the inclusion of the Bowl Meadow into the approved grazing area is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1: Existing Facilities); and direct staff to file a Notice of Exemption with the County Clerk's Office
- 2) Approve, and authorize Chair to sign Agreement and Second Amendment to the Conway Ranch Grazing Lease with Hunewill Land and Cattle Company, Inc. for cattle grazing on Conway Ranch for the period, previously agreed upon,

ending on December 31, 2026, wherein revenues are collected at \$5/Animal Unit Month (AUM).

Fiscal Impact: None.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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9. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

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

THE AFTERNOON SESSION WILL RECONVENE FOLLOWING CLOSED SESSION OR, IF TIME ALLOWS, ITEMS MAY BE TAKEN UP DURING THE MORNING SESSION PRIOR TO CLOSED SESSION.

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. Strategic Plan Update

Departments: CAO

35 minutes

(Robert C. Lawton, CAO and Robert Bendorf, MRG) - Presentation by Robert Bendorf regarding Mono County Strategic Plan Update.

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

Fiscal Impact: None.

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 March 15, 2022

Departments: Clerk of the Board of Supervisors

TIME REQUIRED

SUBJECT Appointment of Two Members to
County Service Area (CSA) #5

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The appointment of Kim Bunn for a term expiring 11/30/2024, and Tajja Rodriguez for a term expiring 11/30/2022 to the County Service Area (CSA) #5 Board.

RECOMMENDED ACTION:

Appoint Kim Bunn for a term expiring 11/30/2024, and Tajja Rodriguez for a term expiring 11/30/2022 to the County Service Area (CSA) #5 Board.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 760-932-5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Bunn Application
Rodriguez Application

History

Time	Who	Approval
3/9/2022 9:41 AM	County Counsel	Yes
3/8/2022 3:15 PM	Finance	Yes

3/10/2022 3:56 PM

County Administrative Office

Yes

MONO COUNTY APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

DATE	3/4/2022
NAME	Kimberly Bunn
POSITION APPLIED FOR:	
Community Service Area 5 Board Position	

RESIDENCE ADDRESS	[REDACTED] Bridgeport, CA 93517
PHONE	([REDACTED])
BUSINESS ADDRESS	
PHONE	
OCCUPATION	Government Finance

How did you learn of the opening? Recommendation from Steve Noble and Joanne Werthwein.

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: _____
Government finance (budgeting, accounting), community event planning.

Other information may be submitted by resume if desired.

Summary of background and skills: _____
Please see attached resume.

Professional experience: _____

Education: _____

Professional and/or community organizations: _____

Personal interests and hobbies: _____

Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked. - No

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

Please return application to: Clerk of the Board
County of Mono
P. O. Box 715
Bridgeport, CA 93517

Kimberly Bunn
Signature

3/4/2022
Date

Kimberly Bunn

Bridgeport, CA 93517

Professional Profile

Fifteen (15) years of experience working in public sector finance. Excellent analytical, organization, and communication skills. PC proficiency with Microsoft Office, Excel and Mono County's specialized accounting and financial reporting software.

Core Capabilities

- Government Accounting
- Budgetary Monitoring and Feedback Mechanisms
- Compliance
- Understanding of Computer Systems & Internal Controls

Professional Experience

MONO COUNTY FINANCE DEPARTMENT Bridgeport, CA
Assistant Director of Finance- Auditor/Controller Division

March 2020 to Present

Holding the position of Assistant Finance Director had always been a goal that I was hopeful to achieve. After 14 years of working in public finance the opportunity presented itself and I am grateful to currently serve. I have had the opportunity to strengthen my leadership skills and have worked collaboratively to develop the Finance Team.

- Contributes to the improvement of administrative procedures countywide through entrusting and delegating fiscal tasks to appropriate supervised staff, thus creating more capacity for Finance accounting staff to take on higher level accounting work.
 - Improved access to information and use delegation as a means to expand employee capabilities and enhance productivity.
 - Utilizes technology to streamline the accounts payable processing.
 - Encourage supervised staff to seek more responsibility.
- Provide Finance Team with employee evaluations and performance appraisals.
 - Ability to uncover unrecognized potential and capabilities in employees.
 - Maintains professional relationships with employees while remaining approachable.
- Currently attending the NACo Leadership Academy.
 - Leadership Oath – to be transparent, honest, and to lead by example.

MONO COUNTY PUBLIC HEALTH DEPARTMENT Bridgeport, CA
Fiscal & Administrative Officer

February 2016 to March 2020

I was recommended by the County CAO and was personally invited to apply for this promotional opportunity. During my time with Public Health I have established positive relationships with the members of our team and work collaboratively with Program Managers and the Director to align our budgets with our strategic goals and program objectives.

- Developed an allocation methodology to distribute administrative and indirect costs equitably across all health programs.
- Lead the Department in the implementation of the County Medi-Cal Administrative Activities (CMAA) Program.
- Rectified audit findings found prior to my employment in the Women Infants and Children (WIC) Program.
- Invited by the Director of Finance to be a part of the Open Gov Budget Builder implementation team.
- Nominated and elected by my peers to represent the miscellaneous employees in labor negotiations.

MONO COUNTY SHERIFF'S OFFICE Bridgeport, CA
Finance Officer

May 2011 to February 2016

Joined the Sheriff's Office in 2011 as part of the administrative team. My transition was smooth and I worked with minimal supervision. Over the course of my employment with the Sheriff's Office I proved myself as a self-starter and took initiative to make improvements to the Office budgets and finances.

- Demonstrated a commitment to Mono County's efforts in creating a budget that fit its needs.
- Assessed the Sheriff's Office payables to control unnecessary spending. I was able to reduce the Office communications budget by roughly \$17,000 annually by working with Verizon to perform an audit of all unused telephone lines and circuits.
- Worked with the Commission on Peace Officer Standards and Training (POST) to recover training reimbursements for periods prior to my employment with the Sheriff's Office. I was able to recover roughly \$32,000 in unclaimed reimbursements.
- Thoroughly reviewed department revenue sources to stay on top of timing and compliance. I found \$155,000 in 2011 Realignment funding that the State paid to the Mono County Superior Court in error. The County was able to recover that funding from the court.
- Familiarized myself with different funding sources to provide more accurate budget figures and streamline related reporting.
- Persuaded administration to allow me to take over all Sheriff's Office grant finances to capture all related costs that were not previously being reported.

MONO COUNTY DEPARTMENT OF FINANCE Bridgeport, CA
Fiscal & Technical Specialist IV / Payroll

July 2007 to May 2011

Was promoted and joined the Department of Finance after only one year of employment with the County.

- Familiarized myself with all County MOUs to maintain compliance in reporting payroll.
- Assumed responsibility for effectively researching, tracking, and resolving any payroll discrepancies.
- Took on other responsibilities outside of payroll such as property tax refunds, unclaimed property processing, and accounts payable.
- The County provided me with Governmental Accounting training through the Government Finance Officers Association. I achieved certificates of completion in Introductory and Intermediate Governmental Accounting.

MONO COUNTY PUBLIC HEALTH DEPARTMENT Bridgeport, CA
Fiscal & Technical Specialist II

May 2006 – July 2007

Started my employment with Mono County.

- Prepared the department accounts payable requests.
- Prepared department timesheets.
- Reconciled accounts with the Auditor-Controllers Office.

BUTNER HOA SERVICES Mammoth Lakes, CA
HOA Account Manager

October 2004 to April 2006

I was hired at Butner HOA Services to perform front office duties. After several months I was promoted to an Account Manager and went from performing customer service functions to performing accounting functions.

- Prepared specialized financial reports as requested.
- Handled accounts payable, receivables, assessed delinquent accounts, reconciled HOA fees, and prepared HOA billings.

MONO COUNTY APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

DATE	02/18/2022
NAME	Tajia Rodriquez
POSITION APPLIED FOR:	

RESIDENCE ADDRESS	<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> Bridgeport, Ca
PHONE	<div style="background-color: black; width: 100%; height: 15px;"></div>
BUSINESS ADDRESS	<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px;"></div>
PHONE	<div style="background-color: black; width: 100%; height: 15px;"></div>
OCCUPATION	Wellness Assoc

How did you learn of the opening? I learned of this opening from Mr. Nobel as we spoke of the upstairs at the memorial hall. _____

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: I care about our people, truly. They are the fiber of who we are as a town. It is my pleasure and honor to serve our community. _____

Other information may be submitted by resume if desired.

Summary of background and skills: MONOSAR LVFD MCFD CASA _____

Professional experience: _____

Education: _____

Professional and/or community organizations: _____

Personal interests and hobbies: I enjoy gardening, being with my animals and kids, tai chi, meditation, learning, hiking etc. _____

NO

Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked.

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

Please return application to: Clerk of the Board
County of Mono
P. O. Box 715
Bridgeport, CA 93517

Tajia Rodriguez _____

02/18/2022 _____

Signature

Date



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

Departments: Clerk of the Board of Supervisors

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Appointment of Two Members to
Mono County Child Care Council

AGENDA DESCRIPTION:

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

The appointment of Andrea Walker for a term expiring 2/21/2024, and reappointment of Annaliesa Calhoun for a term expiring 3/17/2024 to the Mono County Child Care Council.

RECOMMENDED ACTION:

Appoint Andrea Walker for a term expiring 2/21/2024, and reappoint Annaliesa Calhoun for a term expiring 3/17/2024 to the Mono County Child Care Council.

FISCAL IMPACT:

None.

CONTACT NAME: Courtney Powell, Mono County Child Care Council Coordinator

PHONE/EMAIL: 760-934-0031 / cpowell@monocoe.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Appointment Request
Reappointment Request

History

Time	Who	Approval
3/2/2022 5:52 PM	County Counsel	Yes
3/8/2022 3:15 PM	Finance	Yes

3/10/2022 3:56 PM

County Administrative Office

Yes

Mono County Child Care Council



www.monocccc.org

**P. O. Box 130
Mammoth Lakes, CA 93546**

Date: _____

To: Mono County Board of Supervisors

From: Courtney Walsh, Mono County Child Care Planning Council (MCCCC) Coordinator

Re: Appointment of Member to the Mono County Child Care Council – _____

Dear Board of Supervisors;

The Mono County Child Care Council (MCCCC) is recommending the appointment of _____ to serve as a member of the Council. They will be filling the membership position of _____.

The appointment will be for a two-year term beginning _____ and ending _____.

Please confirm your agreement to appoint _____ to serve as a member of the Council.

Thank you for your time and consideration of this request.

Attachments:

1. Membership Application
2. Current MCCCC Membership Roster

Courtney Walsh, MCCCC Coordinator
cwalsh@monocoe.org
760-934-0031 ext.136

Mono County Board of Supervisors

Date

Mono County Child Care Council



Mono County Child Care Council Membership Application

Our Mission is to promote the availability of safe, affordable, high quality child care services throughout Mono County.

- Please add my name to your mailing list so I can receive meeting agendas.
- I will commit myself to regular participation on the Planning Council, and wish to be considered an **alternate** (non-voting member). *
- I will fully commit myself to participation on the Planning Council. I wish to be considered a **voting member**. *

*** Please attach a letter of intent with a brief background statement (Please include information pertaining to the membership category you are applying for. For example, if you are applying to represent a public agency, provide information about how your knowledge of the agency you represent would benefit the Council and out goals.).**

Membership Category

- Consumer of child care (parent with children in child care)
- Provider of child care (family child care or center-based staff/director)
- Public agency representative
- Community representative

Name: <u>ANDREA WALKER</u>
Mailing Address: <u>PO BOX 9041 M.L. CA 93546</u>
Email Address: <u>stellarbrew@gmail.com</u>
Work Phone: <u>760 914 1343</u> Home Phone: <u>same</u>

Please return your membership application to:

Mono County Child Care Council – MCOE Courtney Walsh; PO Box 130; Mammoth Lakes, CA 93546 Phone: (760) 934-0031

Email: cwalsh@monocoe.org



Letter of Interest to join the Mono County Childcare Council

I am interested in being a part of the Mono County Childcare Council. My interest is rooted in my role as a parent as well as the voice of our business community through my seat as the President of the Board of Directors for the Chamber of Commerce.

I can be at the meetings, and I can add my ideas and input and I look forward to participating on the council and hopefully I can help be a part of the on going solutions!

Thank you,

Andrea Walker

760-914-1343

stellarbrew@gmail.com

Mono County Child Care Council



www.monocccc.org

**P. O. Box 130
Mammoth Lakes, CA 93546**

Date: _____

To: Mono County Board of Supervisors

From: Courtney Walsh, Mono County Child Care Planning Council (MCCCC) Coordinator

Re: Reappointment of Member to the Mono County Child Care Council – _____

Dear Board of Supervisors;

The Mono County Child Care Planning Council (MCCCC) is recommending reappointment by the Board of Supervisors for _____ to serve as a member of the Child Care Council in the _____ membership category. Originally appointed by the _____, their term expires _____. On _____ the Mono County Child Care Planning Council (MCCCC) voted unanimously to recommend reappoint of _____ for a two-year term.

The new appointment will be for a two-year term beginning _____ ending _____.

Please confirm your agreement to reappoint _____ to serve as a member of the Council.

Thank you for considering this request.

Courtney Walsh, MCCCC Coordinator
cwalsh@monocoe.org
760-934-0031 ext.136

Mono County Board of Supervisors

Date

Mono County Child Care Council

Mono County Child Care Council



Membership Application

Our Mission is to promote the availability of safe, affordable, high quality child care services throughout Mono County.

- Please add my name to your mailing list so I can receive meeting agendas.
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Membership Category

- Consumer of child care (parent with children in child care)
- Provider of child care (family child care or center based staff/director)
- Public agency representative
- Community representative

Name: Annaliesa Calhoun

Mailing Address: PO Box 130, Mammoth Lakes, CA 93546

Email Address: acalhoun@monocoe.org

Work Phone: 760.924.7626 x 204 Home Phone: 760.937.6238

Please return your membership application to:

Mono County Child Care Council - IMACA; PO Box 8571; Mammoth Lakes, CA 93546
Phone: (760) 934-3343 Fax: (760) 934-2075





February 6, 2018

Bob Gardner
Commission Chair
Mono County Board of
Supervisors

Vacant
Commission Vice-Chair
Mono County Health Officer

Jeanne Sassin
Commission Secretary
Teacher
Lee Vining Elementary School

Stacey Adler, PhD
Mono County Superintendent of
Schools

Bertha Jimenez
Case Manager III
Mono County Behavioral Health

Kristin Wilson, MD
Pediatrician
Mammoth Hospital

Queenie Barnard
Coordinator
Mono County Child Care Council
PO Box 8571
Mammoth Lakes, CA 93546

RE: Mono County Child Care Council Membership

Dear Ms. Barnard,

Please consider this letter my request to become a member of the Mono County Child Care Council as a representative of a public agency.

I have been employed at First 5 Mono County for almost five years in different capacities: Peapod Leader, Home Visitor, and, now, IMPACT Coordinator. In my work as IMPACT Coordinator I offer support to sites in Mono and Alpine counties in working within the California Quality Rating and Improvement System to achieve their goals in site planning, professional development, and other quality enhancements. As a lifelong member of our local communities I believe strongly in the importance of the work of the Council, First 5, and IMPACT, and am excited to contribute to each.

I look forward to working as a part of the Mono County Child Care Council and supporting priorities of both First 5 and the Council.

Many thanks,

A handwritten signature in blue ink that reads "Annaliesa Calhoun".

Annaliesa Calhoun

Molly DesBaillets, MA
Executive Director

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

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

Departments: CAO

TIME REQUIRED

SUBJECT Requested Letter of Support for
Health Net of California

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Health Net/California Health & Wellness has requested a letter of support for its application to the state's Medi-Cal request for proposals for Medi-Cal managed care plan services in California.

RECOMMENDED ACTION:

As would be recommended for any applicant request, staff recommends Board support for this non-exclusive letter of support and requests the Board authorize the Chair to execute letter on its behalf.

FISCAL IMPACT:

None

CONTACT NAME: John Craig, ACAO

PHONE/EMAIL: 760-932-5410 / jcraig@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Letter of Support](#)

History

Time	Who	Approval
3/11/2022 4:05 PM	County Counsel	Yes
3/11/2022 3:29 PM	Finance	Yes
3/11/2022 4:10 PM	County Administrative Office	Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Scheereen Dedman, Clerk of the Board

March 15, 2022

California Department of Health Care Services
Contract Services Branch
1501 Capitol Avenue
Sacramento, CA 95814

To Whom It May Concern,

The Mono County Board of Supervisors offers this letter of support for Health Net of California's (Health Net/California Health & Wellness) to the state's Medi-Cal request for proposals for Medi-Cal managed care plan services in our county. Health Net's demonstrated commitment to our communities, equitable health outcomes, access, and quality are why we urge the California Department of Health Care Services (DHCS) to award Health Net a contract to continue to serve our Medi-Cal population.

Mono County is well-served by the presence of an organization such as Health Net that understands and actively engages locally to address our unique needs and challenges. Furthermore, maintaining established relationships and ongoing partnerships is critical to ensuring a continuity of service in rural communities, especially in relation to a service as important as health care.

Counties like ours especially benefit from the scale and experience Health Net offers. As an example, Health Net's network footprint in neighboring urban counties gives our rural county critical access to health care services unavailable locally. Health Net seamlessly meets our care need patterns. This unique regional Medi-Cal presence, combined with their telehealth and community investments, makes Health Net an unparalleled partner in serving our Medi-Cal population.

Health Net, with affiliate California Health & Wellness, has demonstrated longstanding dedication to our county and the Medi-Cal program. They are a valued partner and a much-needed resource. We support awarding Health Net the contract for continued service to our county.

Per DHCS's direction, Mono County certifies that this Letter of Support was not obtained through any effort by any individual or entity through inappropriate means or lobbying of the board or its members, such as promises of compensation or favors in exchange for such Letter of Support. And that with any matter on which we take a position we have reviewed and vetted our options and have come to the conclusion to endorse Health Net's bid to continue serving Mono County's Medi-Cal population.

Sincerely,

Bob Gardner
Chair
Mono County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

Departments: Community Development

TIME REQUIRED

SUBJECT Contract Amendment Approval for
Prescriptive ADU and Garage
Designs

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Contract amendment with RRM Design Group

RECOMMENDED ACTION:

Approve \$24,500 contract amendment with RRM Design Group for a fifth ADU prescriptive design and updating garage prescriptive designs, and authorize the County Administrative Officer to execute said contract amendment on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Increases cost of contract from \$80,000 to \$104,500. Additional appropriations were approved by the Board at midyear to fund this increase.

CONTACT NAME: Jason Davenport

PHONE/EMAIL: 7609325433 / jdavenport@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
RRM Contract Amendment
RRM Contract (Original)
Exhibit A
Exhibit B1

History

Time	Who	Approval
3/4/2022 11:10 AM	County Counsel	Yes
3/9/2022 2:03 PM	Finance	Yes
3/10/2022 3:55 PM	County Administrative Office	Yes

Mono County Community Development Department

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

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

March 15, 2022

To: Mono County Board of Supervisors

From: Jason Davenport, Building Inspector
Tom Perry, Building Official

Re: Contract amendment with RRM Design Group

RECOMMENDED ACTION

Approve ADU Prescriptive Design contract amendment and authorize the County Administrative Officer to execute said contract amendment on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT

Total budget increased from a not-to-exceed cost of \$80,000 to \$104,500 with grant funding of \$74,800 and approved general fund (Building Division budget) of \$29,700. This increase provides funding for a fifth ADU design and prescriptive detached garage designs. The general fund dollars were allocated during the midyear budget approval.

DISCUSSION

At the direction of the Mono County Board of Supervisors, the Community Development Department applied for and was awarded a grant funded by Senate Bill (SB)-2 to develop pre-engineered, prescriptive designs for accessory dwelling units (ADUs) to facilitate construction of housing stock that may be suitable for long-term rentals. SB-2 funds are intended to assist local governments with addressing housing issues in California.

In August 2021, Community Development contracted with RRM Design Group to create four ADU prescriptive designs. Prescriptive designs allow an applicant to forgo the cost and time associated with engineering for a specific concept. Staff has worked with RRM to refine draft designs and narrow down to five potential options, although only four could be funded under the original contract.

The designs were taken to the following RPACs for feedback: Bridgeport Valley (January 11), Mono Basin (January 12), Long Valley (January 20), June Lake CAC (February 2), and Antelope Valley (February 3). The designs were also presented at the January 20 Planning Commission and the February 8 Board of Supervisors meetings. The RPACs, Planning Commission, and Board of Supervisors all supported adding a fifth ADU design, which increased the cost by \$12,000. Support was also given to update existing prescriptive designs for detached garages at an increased cost of \$12,500.

The Board of Supervisors, during the February 8 meeting, directed staff to include adjustments in the Community Development Department midyear budget to fund these prescriptive designs. The midyear budget adjustment was approved on February 22, 2022. This staff report was reviewed by the Community Development Director.

ATTACHMENTS:

1. RRM Contract Amendment
2. RRM Contract
3. Scope of Work Exhibit A
4. Cost and Fees Exhibit B1

**AGREEMENT AND FIRST AMENDMENT TO THE
2021 AGREEMENT BETWEEN THE COUNTY OF MONO AND
RRM DESIGN GROUP FOR THE PROVISION OF ACCESSORY DWELLING UNIT
PRESCRIPTIVE DESIGNS SERVICES**

This Agreement and First Amendment is entered into by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and RRM Design Group (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor, and signed by Contractor on August 9, 2021, providing for architectural and engineering consulting services (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. The Contract Limit set forth in paragraph 3.D of the Agreement is hereby increased from \$80,000 to \$104,500.
2. Exhibit A (Scope of Work) is hereby amended to add the following additional tasks:
RRM Design Group will provide an additional accessory dwelling unit prescriptive design for a total of 5 prescriptive plan sets at a not-to-exceed cost of \$12,000.
RRM Design Group will update the existing prescriptive designs for detached garages to be compliant with current code requirements at a not-to-exceed cost of \$12,500.
Both parties have agreed to increase the original bid sum from \$80,000 not to exceed \$104,500.
3. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

CONTRACTOR:

RRM Design Group

Date

Date

Approved as to Form:

County Counsel

**AGREEMENT BETWEEN COUNTY OF MONO
AND RRM DESIGN GROUP
FOR THE PROVISION OF ARCHITECTURAL & ENGINEERING CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the architectural and engineering consulting services of RRM Design Group (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 the Director of the Community Development Department, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the standard of care ordinarily exercised by members of the same profession currently practicing under similar conditions in the same or similar locale and applicable requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions in effect at the time Contractor's services are rendered. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

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

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

2. TERM

The term of this Agreement shall be from August 3 ,2021 , to December 31, 2022 , 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 County's 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 \$80,000, not to exceed \$80,000 in any twelve-month period, plus (for public works) the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit").** County expressly reserves the right to deny any payment or reimbursement requested by 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 done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

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 (\$2,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by 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 (\$1,000,000.00) 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 indemnify, and hold harmless County, its agents, officers, and employees from and against all damages, losses, judgments, liabilities, reimbursement of reasonable related expenses, and other costs, including litigation costs and attorney's fees, to the extent found to be arising out of, resulting from or in connection with, the Contractor's negligent acts, errors or omissions in performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or 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 damage, loss, liability, reasonable related expense, or other costs to the extent that are found to be caused in whole or in part by any negligent act or omission of Contractor, its agents, employees, supplier, or anyone employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to 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:
Community Development Department
1290 Tavern Road
PO Box 347
Mammoth Lakes, CA 93546

Contractor:

RRM Design Group
3765 South Higuera St.
San Luis Obispo, CA 93401
www.rrmdesign.com

25. COUNTERPARTS

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

26. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

By: 
Title: County Administrative Officer
Dated: Aug 5, 2021

CONTRACTOR

By: 
Title: Principal
Dated: Aug 9, 2021

APPROVED AS TO FORM:


Christy Milovich (Aug 5, 2021 13:18 PDT)
County Counsel

APPROVED BY RISK MANAGEMENT:


Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND RRM DESIGN GROUP
FOR THE PROVISION OF ARCHITECTURAL & ENGINEERING CONSULTING SERVICES**

TERM:

FROM: August 3, 2021

TO: December 31, 2022

SCOPE OF WORK:

The County requires Professional Architectural and Engineering Consulting services (“Services”) for prescriptive designs for ADUs compliant with current California Building Codes (CBC).

Qualified Respondents will develop a collection of standard, detached ADU building permit plan sets, which will be plan checked by the County for compliance with the CBC. The final, pre-approved plans will be offered to the public free-of-charge. The goal of the Program is to encourage the construction of ADUs by offering a selection of pre-approved ADU building permit plan sets that will reduce the initial design and review costs for residents.

For additional details, services and timing, see **Attachment A1** (Approach and Scope of Work), included and incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND RRM DESIGN GROUP
FOR THE PROVISION OF ARCHITECTURAL & ENGINEERING CONSULTING SERVICES**

TERM:

FROM: August 3, 2021

TO: December 31, 2022

SCHEDULE OF FEES:

See Attachment B1, incorporated herein by this reference.

APPROACH

Mono County proposes to encourage Accessory Dwelling Unit (ADU) production to meet local housing needs by initiating a pre-approved, prescriptive ADU program. RRM's extensive portfolio and expertise in ADU regulations, visual document production, architectural/construction level permit-ready plan drafting, and community outreach and engagement will provide an excellent foundation for making this vision a reality.

RRM understands you are looking to develop a series of permit-ready housing units and provide for homeowners to streamline the processing of using those plans for their unique and individual needs. We also recognize that the County's goal is to maximize the number of plans and options achievable from the grant funding. RRM's long history in production housing allows us to develop plans with a variety of options, making a single plan far more customizable and functional in a variety of situations.

RRM envisions this project as a four-phase project which begins with programming. As with any public project, the County has a responsibility to its citizens to spend money wisely and effectively. This is the problem that

a proper initial due diligence or programming phase can address. For this project, we are looking to identify the greatest opportunity to impact housing stock through a permit-ready ADU program. Starting with the kickoff meeting, the County will be a partner in formulating the best solution to address the goals unique to your area. The success of this program will not come from the plan set product but will be founded in crafting context-appropriate designs and then facilitating implementation. RRM's community-based design will help assure

that these plans have elevation options that allow for personal taste and are appropriate to the community's identified architectural vernacular. Identifying the correct designs for Mono County will come through RRM's collaboration with the county staff. Coupled with an inventory of appropriate prevalent styles in the community, these outcomes will inform the second phase's building block: design. We understand that residential design can be one of the purest manifestations of community character, and accordingly, many people are passionate about homes. This is where our collaborative approach to design results in successful outcomes. Drawing from RRM's production housing experience, we will develop designs with options to help provide the greatest variety of plans founded on the base project program. RRM will collaborate with the staff and building departments in early phase to create efficient implementable designs that fit the pre-approval process's goals.

Following a public design review, RRM will work with County staff and building officials to generate complete permit-ready plan prototypes. These plans will vary in size from less than 350 sf up to approximately 1,000 sf feet, providing a wide variety of options for each homeowner to implement on their own unique site. RRM will work with designated staff to resolve a design that is not only stylistically appropriate but implementable. Before implementation, we see the permit ready ADU plans as the phase where our multidisciplinary practice provides the most significant impact. In-house structural engineering allows us to focus on design development

with an eye toward efficient, low-cost construction, which will be of fundamental value to the end-user.

This leads us to the final component of the project: implementation. Getting the plans off the shelf and into the community is truly the end goal for a project such as this. RRM's experience on both sides of the counter will provide a solid basis for presenting information and how that information is perceived and used by private citizens.

We embrace a collaborative approach to the design process. RRM is looking forward to working with staff to define and develop this process so that by the time the plans are ready for the public, all parties should know what to expect.

Mono County I PROPOSAL FOR PRESCRIPTIVE DESIGNS FOR ADUS

TASK A: ESTABLISH A STRONG FOUNDATION		FEE TYPE	
A.1	Project Initiation Meeting	T&M NTE	\$ 1,640
A.2	Data Gathering and Document Research	T&M NTE	\$ 2,564
Task 1 Value:			\$ 4,204

TASK B: CREATE PROTOTYPE PLANS FOR ACCESSORY DWELLING UNITS		FEE TYPE	
B.1	Preliminary Design ADU	T&M NTE	\$ 10,068
B.2	Planning Commision Review - 65% Review	T&M NTE	\$ 7,868
Task 2 Value:			\$ 17,936

TASK C: ADU CONSTRUCTION DOCUMENTS		FEE TYPE	
C.1	Document Preparation and Plan Review	T&M NTE	\$ 44,960
Task 3 Value:			\$ 44,960

TASK D: MANAGE THE PROJECT		FEE TYPE	
D.1	Project Management/Coordination	T&M NTE	\$ 10,680
Task 4 Value:			\$ 10,680

Subtotal		\$ 77,780
Reimbursable Expenses		\$ 2,000
Estimated Project Total		\$ 79,780

RRM	SCOTT MARTIN	RRM	RANDY RUSSOM	RRM	TONY TOMASELLO	RRM	BOBBY WALKER	RRM	ARCH STAFF	RRM	JESSICA MEADOWS	RRM	ENGINEER STAFF
	Principal / Design Director		Senior Project Manager		Senior Planner		Project Architect		Architecture Production Staff		Structural Engineer		Engineering Production Staff
	210 \$ per hour		200 \$ per hour		162 \$ per hour		112 \$ per hour		120 \$ per hour		160 \$ per hour		110 \$ per hour
4	\$840	4	\$800	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2	\$420	2	\$400	8	\$1,296	4	\$448	0	\$0	0	\$0	0	\$0

20	\$4,200	8	\$1,600	6	\$972	8	\$896	20	\$2,400	0	\$0	0	\$0
6	\$1,260	6	\$1,200	0	\$0	4	\$448	20	\$2,400	16	\$2,560	0	\$0

8	\$1,680	24	\$4,800	0	\$0	40	\$4,480	120	\$14,400	40	\$6,400	120	\$13,200
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12	\$2,520	20	\$4,000	0	\$0	20	\$2,240	0	\$0	12	\$1,920	0	\$0
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Fee Footnotes

Estimated fees for tasks shown as "Time and Materials - Not to Exceed" (T&M/NTE) establish the maximum that will be billed for each task. Amounts billed will reflect actual hours and will not exceed the maximum amount shown without prior approval by the Client..

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.



BILL RATE RANGES

Subject to change effective March 1st each year

ARCHITECTURE	
Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Principal	\$ 180 - \$ 350
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 180
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING	
Associate Engineer	\$ 90 - \$ 135
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III (Structural)	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 135
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 145
Principal	\$ 180 - \$ 350
Project Engineer	\$ 125 - \$ 180
Project Manager	\$ 145 - \$ 230
Senior Associate Engineer	\$ 110 - \$ 185
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

Surveying Crew Rates

REGULAR	
One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390
PREVAILING WAGE	
One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN	
Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE	
Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 180 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Designer	\$ 105 - \$ 165
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING	
Assistant Planner	\$ 75 - \$ 120
Associate Planner	\$ 90 - \$ 155
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 26
Principal	\$ 180 - \$ 350
Principal Planner	\$ 140 - \$ 250
Senior Planner	\$ 115 - \$ 205
Senior Urban Designer	\$ 115 - \$ 205
Urban Designer	\$ 90 - \$ 155

CORPORATE SERVICES	
Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

Departments: Probation

TIME REQUIRED

SUBJECT Proposed Contract with Tyler
Technologies

**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 Tyler Technologies pertaining to Software as a Service Agreement for Case Management System.

RECOMMENDED ACTION:

Approve and authorize the County Administrative Officer to sign a contract with Tyler Technologies for a Case Management System for Probation Department, for the period April 1, 2022 through March 31, 2027 and a not-to-exceed amount of \$217,300 first year. With Annual fee of \$40,500 plus 5% annual increase.

FISCAL IMPACT:

The first year cost to implement the software is \$217,300 and is included in the Department's amended FY 2021-22 budget, \$116,500 of which is covered by the recently state-approved pretrial release program funding. Annual user fees for the remaining four years are \$40,500 (plus 5% increases) and will affect the Department's future year budget proposals. Adequate funding is expected through the end of the agreement.

CONTACT NAME: Jeff Mills

PHONE/EMAIL: 7609325573 / jlmills@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Software Services Agreement
<input type="checkbox"/> Investment Summary

History

Time	Who	Approval
3/3/2022 10:58 AM	County Counsel	Yes
3/9/2022 2:12 PM	Finance	Yes
3/10/2022 3:56 PM	County Administrative Office	Yes



MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517
BRIDGEPORT OFFICE (760) 932-5570•FAX (760) 932-5571
MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-1731

probation@mono.ca.gov

Mark Magit
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

Date: February 28, 2022
To: Honorable Board of Supervisors
From: Karin Humiston, Chief of Probation
Subject: Proposed Contract with Tyler Technologies

Recommended Action:

Approve and authorize County Administrative Officer to sign contract with Tyler Technologies for a Case Management System for Probation Department. Software to include modules for Adult Supervision, Juvenile Supervision and Pretrial Supervision plus Supervision Access Bundle to include reminders and check-ins.

Discussion

Probation conducted a search for a case management system to replace the outdated and unsupported current system. Probation needs more robust reporting capabilities, a pretrial module, the ability to send reminder notices of upcoming court dates for pretrial clients and the ability to track client check-ins. In July 2021, presentations were delivered from three case management developers, Journal Technologies, Automon LLC and Tyler Technologies. From the three presentations we requested proposals from Automon and Tyler Technologies. Once the search was narrowed down to Tyler Technologies, Mono County Information Technology worked with Tyler on the details of the proposal. Nate Greenburg, Kirk Hartstrom and County Counsel worked with Tyler Technologies to draft the contract presented to you today.

Fiscal Impact

The first-year total contract limit of \$217,300 is broken down as follows: Annual Software Use Fee for Case Management System (Adult, Juvenile and Pretrial Services) \$40,500; Implementation Services \$168,800; Travel Expenses \$8,000. Annual Software Use Fee \$40,500 plus 5% increase for each of the four remaining years. See attached investment summary for further breakdown. The cost for the first year has been included in the approved F/Y 2021-2022 budget and the F/Y 2021-2022 Mid-year Budget for the Pretrial Release Program portion. The cost is budgeted as follows: SB678 Fund \$70,000 (Adult Supervision), YOBG Fund \$30,000 (Juvenile Supervision), Pretrial Release Program One-Time Fund \$76,000, and Pretrial Release Program On-Going Fund \$40,500.

No fiscal impact to the General Fund.

Attachments:

Software Services Agreement
Investment Summary



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc., and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **Agreement** means this Software as a Services Agreement.
- **Business Travel Policy** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **Client** means the Mono County Probation Department.
- **Data** means your data necessary to utilize the Tyler Software.
- **Data Storage Capacity** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **Defect** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **Defined Named Users** means the maximum number of named users that are authorized to use the SaaS Services identified in the Investment Summary, if any.
- **Developer** means a third party who owns the intellectual property rights to Third Party Software.
- **Documentation** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **Effective Date** means the last signature date set forth in the signature block.
- **Force Majeure** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **Investment Summary** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **Invoicing and Payment Policy** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **Initial Term** and **Renewal Term** have the meanings set forth in Section F(1) “Term and Termination” herein.
- **SaaS Fees** means the fees for the SaaS Services identified in the Investment Summary.
- **SaaS Services** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **SLA** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **Support Call Process** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **Third Party Terms** means, if any, the end user license agreement(s) or similar terms, as applicable and attached as Exhibit D, which exhibit may be amended from time to time in accordance with this Agreement.
- **Third Party Hardware** means the third -party hardware, if any, identified in the Investment Summary.
- **Third Party Products** means the Third Party Software and Third Party Hardware.
- **Third Party Software** means the third -party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **Tyler** means Tyler Technologies, Inc., a Delaware corporation.
- **Tyler Software** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **we, us, our** and similar terms mean Tyler.
- **you** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8) “Maintenance and Support”.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users. You may add additional Defined Users on the terms set forth in Section H(1) "Additional Products and Services".
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. We reserve all rights not expressly granted to you in this Agreement. Without limiting the generality of the preceding, we retain all right, title, and interest in and to the Tyler Software, including without limitation, all software used to provide the Tyler Software and all Tyler logos and trademarks reproduced through the Tyler Software, as well as any copyright or other intellectual property rights in and to the Tyler Software.
 - 3.2 You do not acquire under this Agreement any rights to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.4 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8) "Maintenance and Support", below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.
6. SaaS Services.
 - 6.1 To the extent applicable, Tyler will make available to Client, upon Client's written request, the service level terms of any third party cloud services provider that hosts the Tyler Software

- 6.2 In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.3 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.4 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data.
- 6.5 We provide secure data transmission paths from each of your workstations to our servers.
- 6.6 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Maintenance and Support.
 - 8.1 For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); and
 - 8.1.2 provide support during our established support hours; and
 - 8.1.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services; and
 - 8.1.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect.
 - 8.2 For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support ; (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is

not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2) "Invoice Disputes".
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date (the "*Initial Term*"), unless earlier terminated as set forth below. Upon expiration of the Initial Term, this Agreement will renew automatically for additional one (1) year renewal terms (each a "*Renewal Term*") at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate upon the termination or expiration of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2) "Invoice Disputes".
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also

terminate this Agreement if you do not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3) "Dispute Resolution". You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the forty-five (45) day window set forth in Section H(3) "Dispute Resolution".
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend and indemnify you and your agents, officials, and employees from and against any third -party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order

listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend and indemnify you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1) "TERM", TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THIS SECTION G(4) "LIMITATION OF LIABILITY" AND SECTION G(5) "EXCLUSION OF CERTAIN DAMAGES" SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OR REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) "INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION" AND G(2) "GENERAL INDEMNIFICATION".**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional/Cyber Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Tyler Software, Products, and Services. You may purchase additional Tyler Software, products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that

is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third -Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect on the terms of this Agreement and the terms and conditions of this Agreement shall control over any terms and conditions contained in a purchase order or similar document submitted by you. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. Additionally, any provision of this Agreement is found by a proper authority to be unenforceable, illegal, or invalid, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data Breach Notification. We will report data breaches and take all other required actions as required by, and in accordance with, all applicable State and Federal data breach notification laws.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms

[Remainder Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

County of Mono

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Mono County Probation Department
57 Bryant Street
PO Box 596
Bridgeport, CA 93517
Attention: 
Karin Humiston (Mar 1, 2022 18:24 PST)

With copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Karin Humiston

Approved as to Form:



County Counsel

Approved by Risk Management:



Risk Manager

Approved by Information Technology:



Director



Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Annual Use Fee			
Software	Annual Fee*		
Tyler Supervision CMS (<i>Adult, Juvenile, Pretrial</i>)	\$27,000		
Supervision Access Bundle (<i>16,000 reminders + unlimited check-ins</i>)	\$13,500		
	Annual Fee Total	\$40,500	
Implementation Services			
Professional Services	Hours	Rate	Cost
Project Management	360	\$185	\$66,600
Business Process Review	4	\$175	\$700
Data Conversion	400	\$175	\$70,000
Deployment Setup	20	\$175	\$3,500
Solution Configuration	120	\$175	\$21,000
Training	20	\$175	\$3,500
Go-Live Assistance	20	\$175	\$3,500
	Implementation Services Total	\$168,800	
Travel Expenses			
Expenses	Cost		
Estimated Travel Expenses	\$8,000		
	Estimated Travel Services	\$8,000	
	Project Total	\$217,300	

* Annual Increase of 5%





EXHIBIT B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the Initial Term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the Initial Term are set forth in the Investment Summary. Your annual SaaS fees during any Renewal Term will be at our then-current rates.
2. Professional Services. Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
3. Third Party Products (if applicable).
 - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - 3.2 *Third Party Software Maintenance:* The first -year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
 - 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.





EXHIBIT B

Schedule 1: Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated

by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch, and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



EXHIBIT C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error

Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure. We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



EXHIBIT C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

Additional resources are available to provide a comprehensive and complete support experience:

- (1) CaseloadPro Website (<http://www.caseloadpro.com/>) - for accessing client tools, documentation, and other information including support contact information.
- (2) Community Resources – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (3) Knowledge Base – a repository documentation that can assist clients in answering questions or troubleshooting and resolving commonly known issues.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday, Pacific). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

We will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

Every support incident is logged into our management system and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the client’s needs and deadlines. Tyler and the client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has

Priority Level	Characteristics of Support Incident	Resolution Targets
	only one user or for which there is an existing circumvention procedure.	been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technologies' software support consists of the following:

- (1) Account Representatives: responsible for responding to and resolving incidents, as well as day-to-day account management.
- (2) Account Representatives: development staff responsible for providing technical assistance to the support representatives.
- (3) Support Managers: responsible for the management of support teams.
- (4) If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to your Support Manager. Your Support Manager will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect. Any issues or incidents that remain unresolved will be escalated to the General Manager of Tyler Supervision.

Remote Support Tool

Some support calls may require further analysis of the client's database, processes, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Third Party Terms

We will make commercially reasonable efforts to minimize the need for you to rely on Third Party Software or Third Party Hardware in order to operate the Tyler Software. To the any such Third Party Product is required, you are responsible for purchasing, installing, and configuring all Third Party Hardware and Third Party Software at your expense. We will make available a list of Third Party Software that will be required to load a new release of the Tyler Software, if any, as well as list of Third Party Software components that have been certified as compatible with the Tyler Software.

We will have no liability for defects in the Third Party Hardware or Third Party Software. You are responsible for ensuring that you have current maintenance agreements with any Developers from whom you expect to receive maintenance and/or support on Third Party Software or Third Party Hardware.

Mono County Probation

Statement of Work from Tyler Technologies, Inc.

2/15/2022

Presented to:
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Table of Contents

Part 1: Executive Summary 1

1. Project Overview	1
1.1 Introduction	1
1.2 Project Goals	1
1.3 Methodology	1
PART 2: PROJECT FOUNDATION	3
2. Project Governance	3
3. Project Scope Control	4
3.1 Managing Scope and Project Change	4
3.2 Change Control	4
3.3 Change Request Management	4
4. Acceptance Process	6
5. Roles and Responsibilities	6
5.1 Tyler Roles & Responsibilities	6
5.1.1 Tyler Executive Manager	7
5.1.2 Tyler Implementation Manager	7
5.1.3 Tyler Project Manager	7
5.1.4 Tyler Implementation Consultant	8
5.1.5 Tyler Sales	8
5.1.6 Tyler Technical Services	8
5.2 Mono County Roles & Responsibilities	9
5.2.1 Mono County Executive Sponsor	9
5.2.2 Mono County Steering Committee	9
5.2.3 Mono County Project Manager	10
5.2.4 Mono County Functional Leads	11
5.2.5 Mono County Power Users	11
5.2.6 Mono County End Users	12
5.2.7 Mono County Technical Lead	12
5.2.8 Mono County Change Management Lead	12
PART 3: PROJECT PLAN	14
6. Project Stages	14
6.1 Initiate and Plan	15
6.1.1 Initial Coordination	15
6.1.2 Project/Phase Planning	16
6.1.3 Infrastructure Planning	17



6.1.4	Stakeholder Meeting.....	18
6.1.5	Intentionally left blank.....	19
6.1.6	Control Point 1: Initiate & Plan Stage Acceptance.....	19
6.2	Assess & Define.....	19
6.2.1	Solution Orientation.....	19
6.2.2	Current & Future State Analysis.....	20
6.2.3	Conversion Assessment.....	21
6.2.4	Intentionally left blank.....	22
6.2.5	Intentionally left blank.....	22
6.2.6	Control Point 2: Assess & Define Stage Acceptance.....	22
6.3	Prepare Solution.....	23
6.3.1	Initial System Deployment.....	23
6.3.2	Configuration.....	24
6.3.3	Process Refinement.....	25
6.3.4	Conversion Delivery.....	27
6.3.5	Intentionally left blank.....	28
6.3.6	Intentionally left blank.....	28
6.3.7	Control Point 3: Prepare Solution Stage Acceptance.....	28
6.4	Production Readiness.....	29
6.4.1	Solution Validation.....	29
6.4.2	Go-Live Readiness.....	30
6.4.3	End User Training.....	31
6.4.4	Control Point 4: Production Readiness Stage Acceptance.....	32
6.5	Production.....	32
6.5.1	Go-Live.....	32
6.5.2	Transition to Client Services.....	34
6.5.3	Post Go-Live Activities.....	35
6.5.4	Control Point 5: Production Stage Acceptance.....	36
6.6	Close.....	36
6.6.1	Phase Closeout.....	36
6.6.2	Project Closeout.....	37
6.6.3	Control Point 6: Close Stage Acceptance.....	38
7.	General Assumptions.....	38
7.1	Project.....	38
7.2	Organizational Change Management.....	39
7.3	Resources and Scheduling.....	39
7.4	Data.....	40
7.5	Facilities.....	40
8.	Glossary.....	41
PART 4:	APPENDICES.....	44
9.	Conversion.....	44
9.1	Conversion – Tyler Supervision.....	44



9.1.1 Legacy System Information..... 44

9.1.2 Legacy Extract Requirements..... 44

9.1.3 Conversion Scope – Included Data Elements..... 45

9.1.4 Data Mapping Documentation and Philosophy..... 46

10. Additional Appendices47

10.1 Project Assumptions 47

11. Project Timeline.....48

11.1 Sample Project Timeline 48

11.1.1 Timeline Graphic 48



Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Mono County (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the Mono County and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Mono County’s complexity and organizational needs.



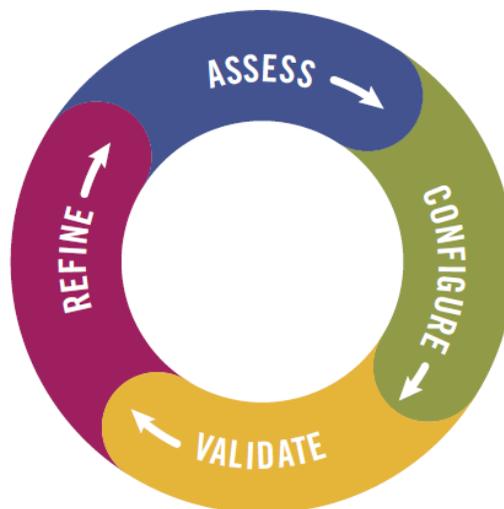
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Mono County and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Mono County and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Mono County's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



Part 2: Project Foundation

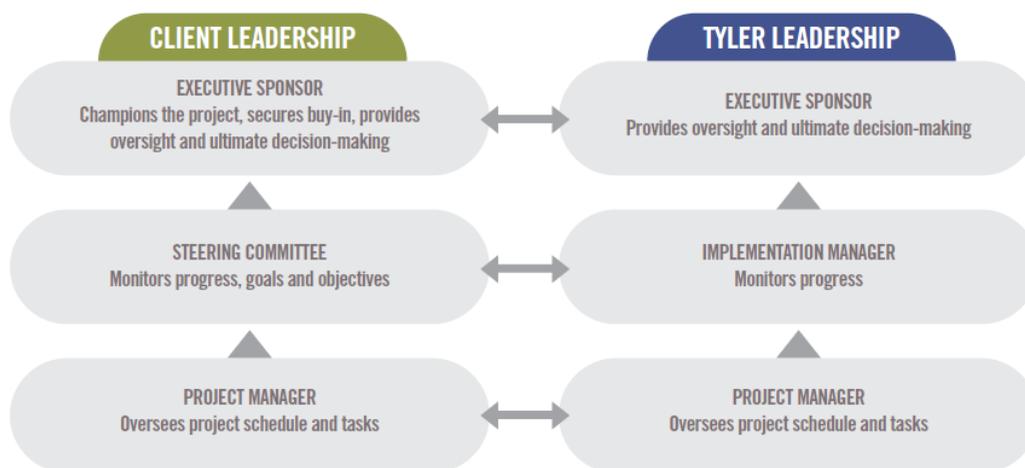
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Mono County collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Mono County Steering Committee become the escalation points to triage responses prior to escalation to the Mono County and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Mono County and Tyler executive sponsors serve as the final escalation point.

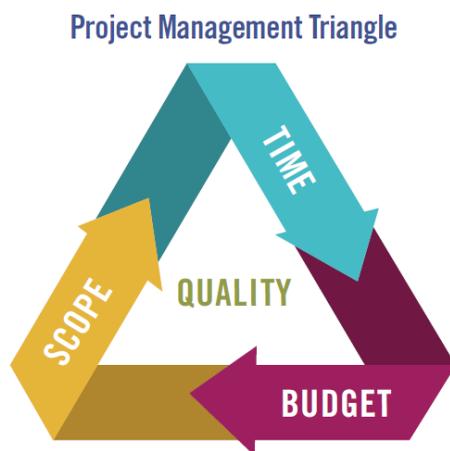
Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

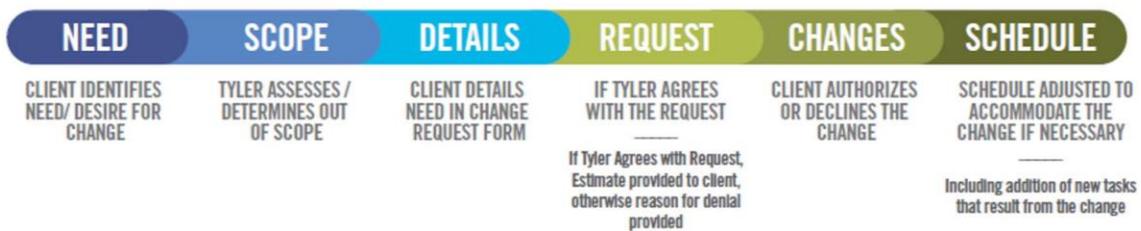
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Mono County; for example, the Mono County may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Mono County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Mono County will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Mono County). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Mono County office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Mono County will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Mono County feedback and approval on Project deliverables will be critical to the success of the Project. The Mono County project manager will strive to gain deliverable and decision approvals from all authorized Mono County representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Mono County department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Mono County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Mono County does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Mono County does not agree the Deliverable or Control Point meets requirements, the Mono County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Mono County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Mono County does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Mono County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Mono County, but are roles defined within the Project. It is common for individual resources on both the Tyler and Mono County project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Mono County 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Mono County 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Mono County management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Mono County, the Tyler Project Manager provides regular updates to the Mono County Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Mono County project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Mono County project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Mono County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Mono County any items that may impact the outcomes of the Project.
- Collaborates with the Mono County's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Mono County's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Mono County and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Mono County through software validation process following configuration.
- Assists during Go-Live process and provides support until the Mono County transitions to Client Services.
- Facilitates training sessions and discussions with the Mono County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Mono County Roles & Responsibilities

Mono County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Mono County Executive Sponsor

The Mono County executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Mono County steering committee, project manager(s), and functional leads to make critical business decisions for the Mono County.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Mono County Steering Committee

The Mono County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Mono County project manager and Project through participation in regular internal meetings. The Mono County steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Mono County steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Mono County Policies
 - Needs of other client projects



5.2.3 Mono County Project Manager

The Mono County shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Mono County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Mono County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Mono County project manager(s) are responsible for reporting to the Mono County steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Mono County project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Mono County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Mono County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Mono County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.



- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Mono County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Mono County Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Mono County project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Mono County resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Mono County Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Mono County business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.



- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Mono County staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Mono County End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Mono County Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Mono County third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Mono County's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Mono County Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Mono County's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Mono County and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Mono County Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.



- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



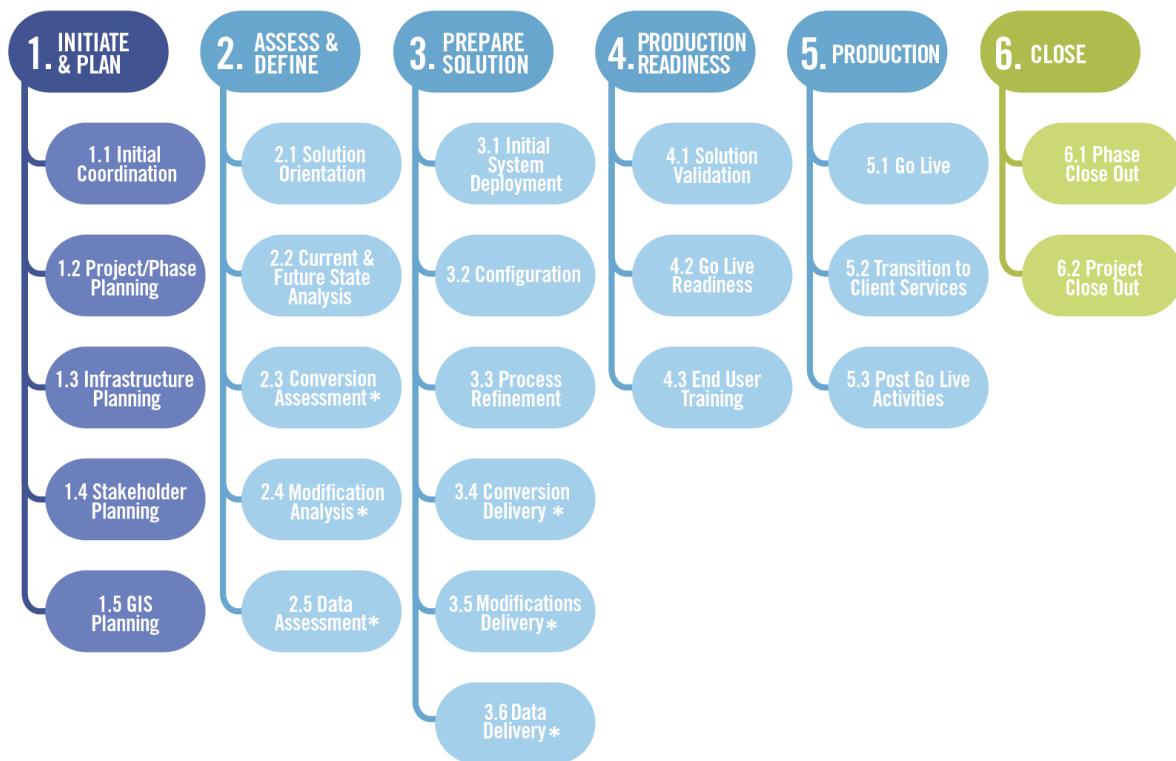
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Mono County.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Mono County with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Mono County gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Mono County’s team. During this step, Tyler will work with the Mono County to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Mono County project team.

STAGE 1	Initial Coordination																
	Tyler								Mono County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Mono County project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Mono County		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Mono County to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Mono County Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Mono County’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Mono County Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Mono County with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							Mono County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads



Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Mono County provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Mono County has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Mono County to install License Software. The Mono County is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the Mono County’s infrastructure meets Tyler’s application requirements.
- Ensure the Mono County’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Mono County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads



Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Mono County
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Mono County business processes. This information will be used to identify and define business processes utilized with Tyler software. The Mono County collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.



Tyler utilizes a variety of tools for the Solution Orientation, focusing on Mono County team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Mono County team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Mono County for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							Mono County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Mono County and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Mono County will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Mono County’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.



Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Mono County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Mono County current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Mono County attendees possess sufficient knowledge and authority to make future state decisions.
- The Mono County is responsible for any documentation of current state business processes.
- The Mono County can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:



- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							Mono County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Mono County Source data
	Mono County Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Mono County Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Mono County representatives to identify business rules before writing the conversion.
- Mono County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.



Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Mono County against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Mono County can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Mono County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for			A				R				I						C



Included Environments																	
Install Licensed Software on Mono County Devices (if applicable)			I														R
Tyler System Administration Training (if applicable)			A														C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Mono County Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Mono County will provide network access for Tyler modules, printers, and Internet access to all applicable Mono County and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Mono County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Mono County collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Mono County Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	Mono County



<p> RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Mono County configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Mono County is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Mono County users on how to execute processes in the system to prepare them for the validation of the software. The Mono County collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Mono County understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.



STAGE 3	Process Refinement																
	Tyler							Mono County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Mono County Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Mono County-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Mono County-specific process documentation (completed by Mono County)	

Work package assumptions:

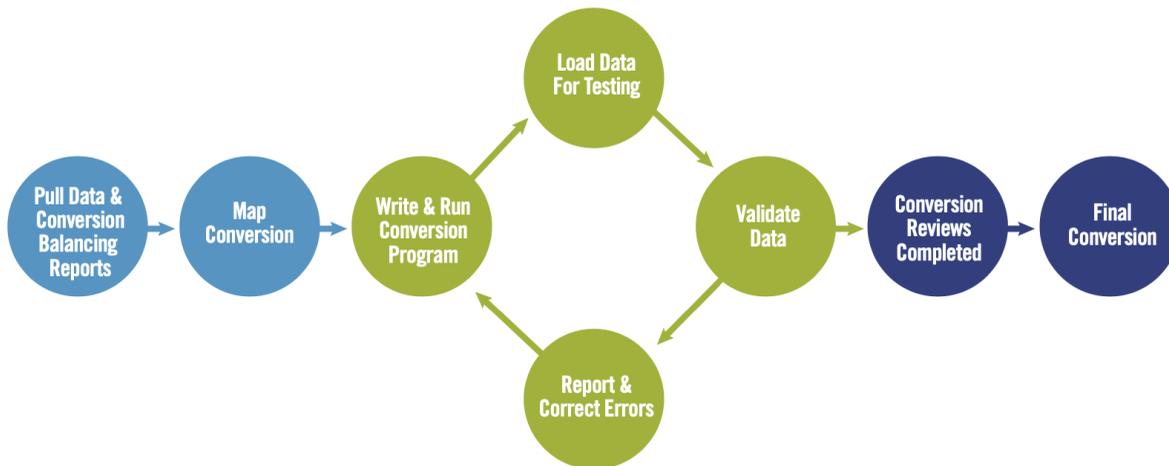
- None



6.3.4 Conversion Delivery

The purpose of this task is to transition the Mono County’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Mono County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Mono County to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler							Mono County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			



Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Mono County will provide a single file layout per source system as identified in the investment summary.
- The Mono County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Mono County project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.



Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Mono County team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Mono County to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Mono County verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Mono County organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							Mono County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Mono County updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Mono County will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Mono County has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Mono County will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Mono County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C



Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Mono County signoff that training was delivered

Work package assumptions:

- The Mono County project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Mono County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Mono County departments.
- The Mono County will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Mono County will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Mono County to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Mono County and Tyler will complete work assigned to prepare for Go-Live.



The Mono County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Mono County manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Mono County during Go-Live activities. The Mono County transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Mono County data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Mono County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Mono County confirms data is available in production environment



Work package assumptions:

- The Mono County will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Mono County business processes required for Go-Live are fully documented and tested.
- The Mono County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Mono County Project Team and Power User’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Mono County teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Mono County onto the Tyler Client Services team, who provides the Mono County with assistance following Go-Live, officially transitioning the Mono County to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Mono County teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler							Mono County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Mono County to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler							Mono County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.



6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Mono County transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Mono County for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Mono County teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Mono County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						



Participants	Tyler	Mono County
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Mono County may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Mono County teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							Mono County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads



Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Mono County and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Mono County acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Mono County will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Mono County Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.



- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Mono County project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Mono County is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Mono County to make process changes.
- The Mono County is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Mono County is responsible for managing Organizational Change. Impacted Mono County resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Mono County resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Mono County resources will participate in scheduled activities as assigned in the Project Schedule.
- The Mono County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Mono County will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Mono County will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Mono County makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Mono County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Mono County will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.



7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Mono County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Mono County representatives to identify business rules before writing the conversion. The Mono County must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Mono County will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Mono County Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Mono County is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Mono County will provide dedicated space for Tyler staff to work with Mono County resources for both on-site and remote sessions. If Phases overlap, Mono County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Mono County will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client’s physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Conversion – Tyler Supervision

9.1.1 Legacy System Information

Phase	Legacy System	Scope ¹	Target Product(s)	Test Pushes	Production Pushes
1	SMART Probation	Yes	Tyler Supervision	3	1

¹ See chart below for scope definitions.

9.1.2 Legacy Extract Requirements

Format

The following file formats can be loaded by Tyler. Other than agreed upon changes, the format and organization of the extract is expected to be the same for each conversion execution.

Format	Notes
SQL Server Backup	<ul style="list-style-type: none"> Preferred format Use native SQL Server backup, not 3rd party tool. Should be version compatible with targeted SQL Server version. All proprietary code in stored procedures, views, functions, and triggers can be removed.
Delimited Text Files	<ul style="list-style-type: none"> One file per source table, one row per source row Use first row as header to specify column names. Use a character as the column delimiter not found in text columns. Pipes are preferred. Do not use comma as the column delimiter.
Fixed-Width Text Files	<ul style="list-style-type: none"> One file per source table, one row per source row Include a separate document defining column names and widths. Can be same document for all files.

Frequency

An initial extract is requested as early in the project as possible so analysis can begin. Subsequent extracts will be required 1-2 weeks before each test conversion push and once at go-live.



Content

For the initial extract, include all data except for document and images, or system tables containing logs. It is preferred that all possible data is reviewed while performing initial analysis to avoid missing critical information. Tyler will identify if there are large portions of the extract that can be optionally excluded by the Mono County later in the project.

Delivery

The initial extract will need to be uploaded by the Mono County to a Tyler server using Amazon Gov Cloud S3, Tyler's fully-CJIS secure data transfer site. Tyler will provide Amazon Gov Cloud credentials to be used by the Client. When using Amazon Gov Cloud S3, a secure client-specific folder will be created.

Supplemental Documentation

The following is helpful when defining the conversion rules at the beginning of a project. Please include the following with the initial extract if available and approved by any 3rd party vendor.

- Data Dictionaries
- Entity Relationship Diagrams
- Legacy System Administration or User Documentation
- Legacy System Screenshots

9.1.3 Conversion Scope – Included Data Elements

The following charts indicate which data elements will be migrated. Data must be available and presented to Tyler in the legacy data.

Data Element ¹	Included
Individual Personal Information (such as pictures, alias, address, phone, demographics, education, income sources, etc.)	Yes
Cases including offenses, victims, hearings, violations, warrants, invoices	Yes
Bookings	Yes
Appointment Contact Activities	Yes
Case Plans	Yes
Assessments	Yes
Sanctions and Incentives	Yes
Drug History and Drug Tests	Yes
Program Enrollments	Yes
Community Service	Yes



Payments	Yes
Other Convictions	Yes
Incidents	Yes

9.1.4 Data Mapping Documentation and Philosophy

When determining how data will migrate from a legacy system to Tyler products, Tyler aims to convert the legacy data in such a manner as the data will appear and behave as if it originated from the Tyler product.

During the Conversion Assessment, legacy data will be mapped to fields in Tyler product databases, or Tyler conversion tool databases. Depending on the organization of the legacy data, mapping may be at a table level vs. field-level. For example, if a legacy file contains addresses, instead of mapping each field during the initial assessment, the legacy file will be mapped to Tyler’s address table. During the actual script development, an engineer will determine individual field-to-field mappings.

Data Mapping is captured in a spreadsheet. To track the decision of each file and table. This mapping is primarily intended to guide the engineer during ETL development but also facilitates conversations with the Mono County around ambiguous data. This mapping document is not maintained the life of the project. Once ETL development has started, the scripts represent the decisions made for converting data at the table level.



10. Additional Appendices

10.1 Project Assumptions

To successfully implement Tyler Supervision within the established project budget the following assumptions apply:

- A weekly status call between the Tyler and Client project manager will cover topics, issues, risks, etc., for all involved offices / units. There will not be separate status calls for each office / unit.
- There are 3 test data conversion pushes associated with conversion before the go live event. Additional test data conversion pushes may be added by mutual agreement and are subject to the change order process. At minimum it is expected that the additional conversion test pushes will extend the project's duration and therefore require a change order.
- The data conversion includes one legacy data source plus electronic documents. The scope of services for conversion assumes that the data for Adult Probation, Pretrial, and Juvenile is included in the same source and the data is organized in a similar data scheme.
- This is a single-phase project which means all units within the department will go live at the same time. All configuration, testing, and training activities will be organized accordingly so that all offices may go live at the same time.



11. Project Timeline

11.1 Sample Project Timeline

Implementation is expected to be completed in a reasonable timeframe, as outlined below. This is a single phased implementation. A high-level timeline graphic has been provided. The project managers will establish a detailed project schedule during the Initiation & Planning Stage.

11.1.1 Timeline Graphic



Mono County CA Probation Department - Tyler Supervision CMS SaaS Agreement

Final Audit Report

2022-03-03

Created:	2022-02-28
By:	Jeff Mills (jlmills@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMtRyz3t6eQBGpB6S9iIT6rX18sTBGBH

"Mono County CA Probation Department - Tyler Supervision CMS SaaS Agreement" History

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-  Document emailed to Jacob Sloane (jsloane@mono.ca.gov) for signature
2022-02-28 - 11:16:07 PM GMT
-  Email viewed by Jacob Sloane (jsloane@mono.ca.gov)
2022-03-01 - 11:53:10 PM GMT- IP address: 162.252.88.212
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 Jeff Mills (jlmills@mono.ca.gov) replaced signer Anne Frievalt (afrievalt@mono.ca.gov) with Emily Fox (efox@mono.ca.gov)

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 Document e-signed by Emily Fox (efox@mono.ca.gov)

Signature Date: 2022-03-03 - 5:52:50 PM GMT - Time Source: server- IP address: 162.252.88.212

 Agreement completed.

2022-03-03 - 5:52:50 PM GMT





Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Annual Use Fee			
Software	Annual Fee*		
Tyler Supervision CMS (<i>Adult, Juvenile, Pretrial</i>)	\$27,000		
Supervision Access Bundle (<i>16,000 reminders + unlimited check-ins</i>)	\$13,500		
	Annual Fee Total	\$40,500	
Implementation Services			
Professional Services	Hours	Rate	Cost
Project Management	360	\$185	\$66,600
Business Process Review	4	\$175	\$700
Data Conversion	400	\$175	\$70,000
Deployment Setup	20	\$175	\$3,500
Solution Configuration	120	\$175	\$21,000
Training	20	\$175	\$3,500
Go-Live Assistance	20	\$175	\$3,500
	Implementation Services Total	\$168,800	
Travel Expenses			
Expenses	Cost		
Estimated Travel Expenses	\$8,000		
	Estimated Travel Services	\$8,000	
	Project Total	\$217,300	

* Annual Increase of 5%





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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

Departments: Behavioral Health

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robin Roberts, Behavioral Health
Director

SUBJECT Behavioral Health Department Mental
Health School Services Act (MHSSA)
Grant

AGENDA DESCRIPTION:

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

Mental Health Services Oversight and Accountability Commission (MHSOAC) is the contracting agency overseeing the Mental Health Student Services Act (MHSSA). This grant was awarded to Mono County via a competitive bid process. The funding will be used to enhance county partnerships with school-based programs and expand mental health services for children and youth.

RECOMMENDED ACTION:

Conditioned upon approval of a Sub-Grant with Mono County Office of Education, approve, and authorize County Administrative Officer (CAO) to sign, contract with the MHSOAC for the provision of Mental Health School Services Act Grant Administration Services (Mental Health Award) for a period of April 1, 2022 to June 30, 2026 and a not-to-exceed amount of \$2,500,000. This authorization shall include making minor adjustments to said contract from time to time as the CAO may deem necessary, provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

FISCAL IMPACT:

This grant will add \$2,500,000 in funding for school programming throughout the county over the life of the grant. The majority of new staff will be hired through Mono County Office of Education (MCOE) and some Mono County Behavioral Health staff will be re-assigned to this program; their staff time will be covered by this grant.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 7609241740 / rroberts@mono.ca.gov

SEND COPIES TO:

dmurray@mono.ca.gov and jworkman@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

[MHSOAC Staff Report Behavioral Health](#)

[MHSOAC Grant Agreement](#)

[MHSOA Exhibits and Scope of Work](#)

History

Time	Who	Approval
3/9/2022 9:49 AM	County Counsel	Yes
3/9/2022 1:46 PM	Finance	Yes
3/10/2022 3:55 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors
FROM: Robin Roberts, Mono County Behavioral Health, Director
DATE: March 15, 2022

SUBJECT:

Contract with Mental Health Services Oversight and Accountability Commission

RECOMMENDED ACTION:

(1) Approve County entry into proposed contract and authorize CAO to execute said contract on behalf of the County. (2) Provide any desired direction to staff.

DISCUSSION:

Mono County Behavioral Health was awarded the Mental Health Student Services Act (MHSSA) under the American Rescue Plan Act (ARPA) via a competitive bid process. This grant program will enable the enhancement of county partnerships with school-based programs. This will expand access to mental health services for children and youth, including campus-based mental health services; and should facilitate linkages and access to ongoing and sustained services.

FISCAL IMPACT:

This grant will add \$2,500,000 in funding for school programming throughout the county over the life of the grant. The majority of new staff will be hired through Mono County Office of Education (MCOE) and some Mono County Behavioral Health staff will be re-assigned to this program; their staff time will be covered by this grant

SUBMITTED BY:

Danielle Murray, Fiscal and Technical Specialist, 760-924-4637 and Jessica workman, Accountant, 760-924-1742



Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	Mono County Behavioral Health
AGREEMENT NUMBER:	21MHSOAC054
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

Parties

This Grant Agreement (Agreement) is entered into between Insert name (Grantee or County), a branch of county government headquartered in Insert city name; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

Term

This Agreement term begins on the last date of signature shown below and ends on June 30, 2026.

Funding Amount

The maximum award under this Agreement is:
\$2,500,000.00 (Two million dollars and no cents)

Exhibits

The parties mutually agree to abide by the following terms and conditions. All Exhibits and other documents identified below are incorporated-by-reference into this Agreement as if fully set forth herein.



Exhibit A: Scope of Work	4 Pages
Exhibit B: Fiscal Detail	2 Pages
Exhibit C: General Terms and Conditions	4 Pages
Document: RFA_MHSSA_002 Addendum 1	Incorporated by reference
Document: Grantee's Application for RFA_MHSSA_002	Incorporated by reference

Grant Managers

Direct all program inquiries to:

MHSOAC	Contractor
Name: Cheryl Ward	Name: Dr. Stacey Adler
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: PO Box 130 Mammoth Lakes, CA 93546
Phone: 916-775-6815	Phone: 760-934-0031
Fax: 916-445-4927	Fax: 760-934-1443
Email: Cheryl.Ward@mhsoc.ca.gov	Email: sadler@monocoe.org

Direct all fiscal inquiries to:

MHSOAC	Contractor
Attention: Anissa Padilla	Name: Jessica Workman
Address: 1325 J Street, Suite 1700 Sacramento, CA 95814	Address: PO Box 2619 Mammoth Lakes, CA 93546
Phone: (916) 445-8696	Phone: 760-924-1740
Fax: (916) 445-4927	Fax: 760-924-1741
Email: Accounting@mhsoc.ca.gov	Email: jworkman@mono.ca.gov



Signatures

This Agreement is executed between the parties by signature of their authorized representatives shown below:

Mono County Behavioral Health	
Business Address: PO Box 2619 Mammoth Lakes, CA 93546 Physical Address (if needed): 1290 Tavern Road Mammoth Lakes, CA 93546	
Person Signing: Robert Lawton	Title: County Administrative Officer
Signature:	Date:

Mental Health Services Oversight and Accountability Commission	
Business Address: 1325 J Street, Suite 1700 Sacramento CA 95814	
Person Signing: Norma Pate	Title: Deputy Director
Signature:	Date:

EXHIBIT A:

SCOPE OF WORK

Recitals

1. Authority. This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA) and the American Rescue Plan Act (ARPA).
2. Funding. This grant is funded under the ARPA with oversight by the U.S. Treasury, as disbursed in California through the State Fiscal Recover Fund (SFRF) with fiscal oversight by the Commission and the Department of Finance. This grant was awarded through a competitive bid process.
3. Program Parameters. This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq.* and federal requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. Partnership. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

Objectives

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

Compliance

1. Request for Application. The full Scope of Work is contained in RFA_MHSSA_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA_MHSSA_002 (Grantee Application). The RFA and Grantee Application are incorporated by reference and made part of this Agreement as if fully attached hereto.
2. State and Federal. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq.*, including outreach to the targeted population; and with the federal requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.
3. Record Retention. Records must be retained for at least five (5) years after the date on which the federal funding source expires. At the time of Agreement execution, the date of funds expiration was December 31, 2026, but the parties understand that this is subject to change.

Funding (RFA, Section V.E)

1. Allowable Costs. Grant funds must be used as proposed in the grant Application in compliance with Federal requirements and the MHSSA as approved by the Commission
2. Invoicing. Grant funds are available for invoicing as follows (see also Exhibit B):
 - a) Program Development: Funds are available to be invoiced once the contract is executed
 - b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
 - c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
 - d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.
3. No Transfer. Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

Expenditure Reporting (RFA, Section VIII. A.)

Program Expenditures. Grantee shall submit total program expenditures (aggregate) on a quarterly basis in accordance with the dates shown in Table 1: Reporting Dates.

Data Reporting (RFA, Section VIII.A.)

1. Program Data. Grantee shall report the following data quarterly following the dates listed in Table 1: Reporting Dates. Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
 - a) Number of students screened and not referred to services
 1. Number of students on the Free and Reduced-Meal Program
 2. Grade/Number in each grade
 3. Age/Number in each age group
 4. Primary Language/number in each primary language
 5. Ethnicity/number in each ethnicity
 6. Number of students suspended/expelled
 7. Number of students who dropped out
 8. Number of students with IEP/504
 9. Number of students in foster care
 10. Number of students that have been in juvenile hall
 - b) Number of students screened and referred to services
 1. Number of students on the Free and Reduced-Meal Program
 2. Grade/Number in each grade
 3. Age/Number in each age group
 4. Primary Language/number in each primary language
 5. Ethnicity/number in each ethnicity
 6. Number of students suspended/expelled
 7. Number of students who dropped out
 8. Number of students with IEP/504

- 9. Number of students in foster care
- 10. Number of students that have been in juvenile hall
- c) Number of trainings provided to teachers, administrators, and parents
- d) Number of school mental health partnership coordination activities with other interested parties

Table 1: Reporting Dates

Report	Reporting Period	Due to Commission*
1	Agreement Start Date – February 28, 2022 (depends on date of execution)	April 8, 2022
2	March 1, 2022 – May 31, 2022	July 8, 2022
3	June 1, 2022 – August 31, 2022	October 7, 2022
4	September 1, 2022 – November 30, 2022	January XX, 2023
5	December 1, 2022 – February 28, 2023	April XX, 2023
6	March 1, 2023 – May 31, 2023	July XX, 2023
7	June 1, 2023 – August 31, 2023	October XX, 2023
8	September 1, 2023 – November 30, 2023	January XX, 2024
9	December 1, 2023 – February 29, 2024	April XX, 2024
10	March 1, 2024 – May 31, 2024	July XX, 2024
11	June 1, 2024 – August 31, 2024	October XX, 2024
12	September 1, 2024 – November 30, 2024	January XX, 2025
13	December 1, 2024 – February 28, 2025	April XX, 2025
14	March 1, 2025 – May 31, 2025	July XX, 2025
15	June 1, 2025 – August 31, 2025	October XX, 2025
16	September 1, 2025 – November 30, 2025	January XX, 2026
17	December 1, 2025 – February 28, 2026	April XX, 2026
18	March 1, 2026 – May 31, 2026	July XX, 2026
19	June 1, 2026 – June 30, 2026	TBD

** The parties understand that Due Dates for CY 2023 are unknown at the time this Agreement is executed but will be provided in a timely fashion by the Department of Finance. Once these dates are known, they will be relayed from the Commission to the Grantee to update this Reporting Table. The parties agree that email will suffice for this purpose, and as such the update will not require an Amendment.*

Performance Reporting (RFA, Section VII.A.)

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.
2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis as shown in Table 1: Reporting Dates.
 - a. Staff Hired and count

- b. Contractors hired and count
 - c. Goods purchased
 - d. Capital purchases
 - e. Other pertinent information (e.g., follow-up from Monthly check-ins)
3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission
4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
- a. Project Plan
 - b. Implementation Plan
 - c. Communication Plan
 - d. Refined Budget Plan (line-item detail of proposed costs)

In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.
- b) Grant Award Claim Form (Attachment B-1) shall be submitted no later than the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.
- c) Grantee shall submit each Grant Award Claim Form to the MHSOAC Grant Manager (Fiscal) via electronic transmittal, at the following address:

Accounting@mhsoc.ca.gov

2. Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Program, this Agreement shall be of no further force and effect. In this event, the Commission and the State of California (State) shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
- c) If the term of this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this grant was executed, the State may exercise its option to cancel this grant.
- d) This grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Budget Detail

The total amount of this Agreement shall not exceed \$2,500,000.00 (Two million five hundred thousand dollars and no cents) Payment shall be made in accordance with the payment schedule below.

4. Payment Schedule

Grantee was approved for a grant cycle that covers up to four years and four months with funds allocated annually. Payment will be made available for Program Development phase upon execution of the contract. Program Operations funds will be paid quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year. See amounts below for Program Development and annual Program Operations.

The total amount of payments made in any phase/year is to not exceed the amount stated in the chart below unless Grantee requests and the Commission approves the re-allocation of funds.

Funds Distribution	Grant Funding
Program Development	\$ 24,000.00
Program Operations	
Year 1	\$ 622,000.00
Year 2	\$ 619,000.00
Year 3	\$ 609,000.00
Year 4	\$ 626,000.00
Grant Total	\$ 2,500,000.00

Grantee shall remit to the Commission all unexpended grant funds within 30 days after the termination of this Agreement.

At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.

The Commission may withhold funds if Grantee fails to meet the reporting requirements, falls behind schedule, has unexpended funds, modifies the scope of the Program, or presents some other deficiency. The Commission will provide advance Notice of such withhold with a description of the deficiency; and allow Grantee an opportunity to cure for at least 30 days, where the duration shall be governed by time remaining in the term of this Agreement.

As part of said cure, Grantee shall provide the Commission with a Mitigation Plan including a timeline for correcting the deficiency. Funding disbursement cannot resume until said Plan has been received by the Commission and agreed upon between the parties.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on the parties.
2. Assignment: This Agreement or any interest herein shall not be assigned to another party. Any attempt to make such an assignment is cause for immediate termination. (See Section 25.)
3. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum five (5) years after the funding source expires. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit. Grantee understands that the auditors may follow U.S. Treasury standards as referenced in the RFA. (See RFA_MHSSA_002, Appendix 1 at Federal and State Guidance.)
4. Captions: The subject matter headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define or modify party intent.
5. Confidentiality: Grantee shall not disclose data or documents or disseminate the contents of any preliminary report or work product created under this Agreement without written permission of the Commission.
6. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically through any means that includes password-protected authentication. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.
7. Dispute Resolution:
 - A. *First Level*. Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, MHSOAC, 1325 J Street, Suite 1700, Sacramento, California 95814. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).

- B. *Second Level.* Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor's representative(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
- C. *Arbitration.* After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
8. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The term "electronic signature" means one that is applied using a mutually-approved technology with imbedded authentication and password protection; the parties agree that either DocuSign™ or Adobe Acrobat™ is so approved. The parties further agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.
9. Governing Forum: In the event of dispute, the parties agree that the County of Sacramento and City of Sacramento shall be the proper forum.
10. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without regard to state conflict-of-law.
11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the Commission and its officers, agents and employees from any and all claims or losses resulting from its negligence or intentional actions in utilizing the grant funds under this Agreement.
12. Independent Contractor: Grantee and its agents shall act in an independent capacity in the performance of this Agreement and not as employees or agents of the Commission.
13. Interpretation: In the event of ambiguity, the language in this Agreement shall be assigned its ordinary English meaning; or its meaning under industry jargon, as may be applicable.
14. MHSOAC Logo: Contract hereby authorizes the uses of the Commission Logo by Grantee for outreach and information purposes in connection with this Agreement. Grantee understand and agrees it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the grantee upon the request.
15. Non-Discrimination: Grantee shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. represents that this pledge extends to its obligations as an employer. Grantee also represents that it

will follow all federal and state laws that apply to anti-discrimination, anti-harassment and workplace safety.

16. Notice: The parties agree that any writing or Notice required under this Agreement shall be made in writing to each other's Grant Managers as identified in Exhibit A, including Reports and other non-binding communications. The parties agree that email will be considered sufficient for Notices, Reports and other writings required under this Agreement; except for a Notice of Termination which shall be sent by overnight mail with proof of receipt to the Grant Manager, and also to the fiscal agent named in Exhibit B.
17. Presentations: Grantee shall meet with the Commission upon request to present any findings, conclusions or recommendations that result from its performance under this Agreement.
18. Cooperation: Grantee shall cooperate with and shall be available to meet with Commission staff to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
19. Public Records Act: The Commission is governed by and shall comply with the California Public Records Act (PRA) at Government Code Sections 6250 *et seq.* Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent.
20. Publications And Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
21. Severability: In the event any provision of this Agreement is unenforceable that the parties agree that all other provisions shall remain in full force and effect.
22. Staff Partnering: Selected Commission staff shall be permitted to work side-by-side with Grantee's staff to the extent and under conditions agreed upon between the parties. Commission staff will be given access to Contractor's data, working papers and other written materials as needed for this purpose.
23. Subordinate Agreements:
 - A. *Pass-Through*. Grantee shall not "pass through" any portion of its funding under this Agreement except to its school partners as identified in the Application for Grant Funding (aka School Entity); or, as identified by written Notice to the Commission Contract Manager during the course of this Agreement. Said pass-through shall be documented in a written agreement subordinate to this Grant Agreement (Sub-Grant) which shall be provided to the Commission upon request. The Sub-Grant may be collateral to any Partnership Agreement submitted in connection with the Application. The Sub-Grant shall:
 - a. Incorporate the reporting requirements in Exhibit A
 - b. Incorporate the data requirements in this Exhibit A

- c. Include the following provisions from this Exhibit C: Audit, Commission Logo, Presentations and Governing Law/Forum

B. Vendors. Grantee is authorized to retain third-party vendors in furtherance of the objectives of this Agreement. The Commission is entitled to receive copies of the contracts between Grantee and said vendor(s), upon request. The Commission is also entitled to require advance review and approval for a given vendor contract, upon request. Grantee agrees to include the following provisions from this Exhibit C in its vendor sub-contracts: Audit, Commission Logo, Presentations and Governing Law/Forum. Grantee also agrees to include the vendor's DUNS number in said sub-contracts.

24. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Commission Logo, Presentations, and Governing Law/Forum.
25. Termination For Cause: The Commission is entitled to terminate this Agreement immediately and be relieved of any payments should the Grantee fail to perform its responsibilities in accordance with the due dates specified herein. However, the Commission agrees to give Grantee advance written Notice stating the cause and provide an opportunity to cure, on a case-by-case basis, and at its sole discretion. All costs to Commission that result from a termination for cause shall be deducted from any sum due the Grantee for work satisfactorily performed; the balance shall be paid upon demand pursuant to Exhibit B.
26. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative; that is, in addition to every other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of this Agreement overall.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

Departments: CAO, Public Health

TIME REQUIRED 15 minutes

SUBJECT COVID-19 (Coronavirus) Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

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

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

None, informational only.

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
3/4/2022 11:08 AM	County Counsel	Yes
3/2/2022 4:27 PM	Finance	Yes
3/10/2022 3:55 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

Departments: JEDI

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Scheereen Dedman, JEDI Coordinator

SUBJECT Justice, Equity, Diversity, and
Inclusion (JEDI) Update

AGENDA DESCRIPTION:

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

Update on the proposed Justice, Equity, Diversity, and Inclusion (JEDI) training plan.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Updated Work Plan
R20-93

History

Time	Who	Approval
3/9/2022 9:48 AM	County Counsel	Yes
3/8/2022 3:15 PM	Finance	Yes

3/10/2022 3:55 PM

County Administrative Office

Yes



COUNTY OF MONO

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

Robert C. Lawton
County Administrative Officer

John Craig
Assistant County Administrator

Date: March 15, 2022

To: Honorable Board of Supervisors

From: Scheereen Dedman, JEDI Coordinator

Re: Update on the Justice, Equity, Diversity, and Inclusion (JEDI) program

RECOMMENDATION:

Receive update on the proposed JEDI training plan. Provide staff direction.

FISCAL IMPACT:

No fiscal impact anticipated at this time. The FY 2021-2022 budget includes funding for the implementation of the Justice, Equity, Diversity, and Inclusion (JEDI) Commission, training program.

DISCUSSION:

Since the last update in January, CAO Lawton, Dr. Rita Cameron-Wedding, and myself determined that it was necessary to clarify and confirm the path forward for the JEDI group due to previous staff changes, so we met multiple times and updated the JEDI work plan (attached). The county JEDI working met once and discussed the updated training schedule, as well as the development of a County SharePoint site being developed by Jacinda Croissant from the Public Health Department. Lauren Plum and Kasandra Montes from Mono County Behavioral Health also shared the department's equity workplan as well.

Attachments:

- Updated Three Phase Strategy-Building an Infrastructure for Race Equity in Mono County
- Resolution R20-93

Mono Implicit Bias: Impact on Decision-Making (2/7/22) **by Dr. Rita Cameron Wedding**

Building Infrastructure for Race Equity in Mono County California

Phase 2. Building Infrastructure for Race Equity in Mono County California

Objectives:

This phase will build upon the Phase I training. In Phase 2 participants will learn in-depth strategies to interrupt systemic racism.

This training will discuss techniques to guide the work of community stakeholders in mitigating bias. This advanced implicit bias leadership training will identify and mitigate biases in existing programs; and support system partners in identifying service delivery gaps by conducting a racial impact assessment and presentation of Capstone Projects

Optional Intersession Training: Train-the-Trainer Capstone. In this session participants will develop skills in how to develop a training module, facilitation strategies for difficult conversations and resource expertise. The Capstone Projects will be presented during the Phase 3 training.

February-March Independent Activities for All Participants

1. Conduct Independent Readings and Resources*

2. Prepare for Phase III Training-Advanced Racial Impact Assessment

Identify a policy, practice, procedure or outcome, department or countywide that you believe has a racial impact.

March-Intersession (1.5 hours) Capstone Project Preparation Skill Development

Building infrastructure to mitigate bias and other forms of systemic racism:

Trainers, Facilitators, Resource Experts.

Attendees-those who want to participate in skill development activities

Presentations will be made at Phase 3 Training

- **Trainer-The-Trainer:** Work with colleagues to provide in-service training module in your department, or other organization.
- **Facilitator:** Supporting discussions around race equity, informally or formally. How to respond when people use microaggressions based on race, class, gender, sexuality, religion etc. Learn techniques for facilitating difficult dialogues. Should we be silent, or can we use skills to promote equity-based language? Discuss facilitation strategies.
- **Resource Expert:** recommend and distribute resources for diversity, equity, and inclusion initiatives department or countywide. Prepare resource list or bibliography.

April: Phase 3 Training (3 hours)

Objectives- Participants Will:

1. Discuss strategies and tools to work collaboratively with agency partners to achieve a shared motivation to reduce bias in decision-making at identified internal and external decision points.
2. Discuss facilitation strategies for discussing or facilitating difficult dialogues and the skills needed to intervene in sensitive practices including the differential application and enforcement of agency policies and laws that can contribute to racial disparities and disparities related to religion, social class, language, gender, sexuality etc.
3. Develop an action plan for identifying and assessing the racial impact on discretionary decision-making throughout County agencies and departments.

Phase 3 Training Agenda

1. **Discuss Independent Readings and Activities (February-March Assignment)**
2. **Conduct an Advanced Racial Impact Assessment Tool to Help Participants Identify Biases at Key Decision Points (participants will come prepared to discuss a policy, practice, procedure or outcome, department or countywide that could potentially have a racial impact).**

(Examples of how biases can be identified and assessed) Identify potential biases at individual decision-points.

- How racially coded language as it appears legal documents, leases, rental agreements, personnel documents, medical records, court reports, citations, or affidavits.
 - How implicit bias can influence “overrides” of structured decision-making tools, risk assessment instruments or decisions in schools, e.g., suspensions or expulsions, law enforcement, e.g., mug shots; or hiring, and promotions within agencies; health care assessments.
 - How language is racially coded, e.g., terms like refused services, willful defiance, non-compliant, angry vs. upset can be racially coded or descriptions like ‘poor parenting’ practices can determine outcomes.
 - How biases can be associated with language differences, translations etc.
 - How the wording in court reports and affidavits can result in ambiguous charges of delinquency and criminality or mental health assessments.
 - How bias at one decision-point contributes to bias at subsequent decision-points
 - How bias can affect how agency policies are applied and enforced at decision points within a department.
3. **Capstone Presentations incorporating race, class, gender, sexuality, religion. Training module presentation, Racial Impact Assessment (RIA), facilitating difficult conversations, resource material, e.g., bibliography or social media postings to provide resource materials department or countywide.**



R20-93

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RECOGNIZING RACISM AS A PUBLIC HEALTH CRISIS AND
AFFIRMING MONO COUNTY’S COMMITMENT TO BUILDING
RACIAL EQUITY AND REDUCING DISPARITY**

WHEREAS, throughout our nation’s history, institutional and structural racism and injustice have led to deep and persistent racial disparities across all sectors and have had lasting negative consequences for Mono County; and

WHEREAS, racism results in the structuring of opportunity and assigning of value based solely on skin color and other physical characteristics, which unfairly disadvantages some individuals and communities while providing systemic advantages to other individuals and communities, therefore preventing societies as a whole from achieving their full potential; and

WHEREAS, numerous studies have shown that institutional and structural racism is the root cause of health disparities and social inequities that impact many aspects of life, including housing, education, employment and the economy, public safety and criminal justice, and physical and mental health; and

WHEREAS, Mono County is the current and ancestral homelands of indigenous people, and racist laws, practices, and historic violence have led to the displacement, and in many cases, the death, of indigenous peoples, the suppression of indigenous cultures, languages, and spirituality, and inequities in socioeconomic opportunities and health; and

WHEREAS, the COVID-19 pandemic has disproportionately impacted Latinx residents of Mono County; and

WHEREAS, the May 25, 2020 killing of George Floyd, along with other incidents of police violence, sparked a nationwide movement to address racism and disparity in law enforcement that both the Board of Supervisors and Mono County Sheriff’s Office recognize as legitimate; and

WHEREAS, there is a relationship between health and economic disparities, and thus racism, and global climate change because persons with limited resources are disproportionately affected by extreme weather and deteriorating environmental quality; and

1 **WHEREAS**, on September 15, the Mono County Board of Supervisors, during a
2 presentation titled “Moving Towards Equity,” affirmed the need to recognize racial disparity and
3 to work for equity in county government and our communities.

4 **NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County
5 of Mono affirms that racism is a public and mental health crisis that results in disparities in
6 family stability, health and mental wellness, education, employment, economic development,
7 public safety, criminal justice, and housing.

8 **BE IT FURTHER RESOLVED**, that the Mono County Board of Supervisors finds that
9 racism is a public health crisis affecting our entire society, and the Board wishes to assess
10 internal policies and procedures to ensure racial equity is a core element of the County; and

11 **BE IT FURTHER RESOLVED**, that the following actions result from these
12 declarations:

- 13 • The County Administrative Officer and County staff are directed to develop a workplan
14 that includes committing adequate financial resources toward Justice, Equity, Diversity,
15 and Inclusion work, the formation of a Justice, Equity, Diversity, and Inclusion (JEDI)
16 Commission that would guide this effort, recognizing that the burden of education and
17 transformation must not be placed solely on communities of color.
- 18 • Consider County membership in the Government Alliance on Race and Equity (GARE),
19 which is a national network of local government agencies working to achieve racial
20 equity and advance opportunities for all. Membership could include contracting with
21 GARE for training and consulting.
- 22 • Participate in regularly scheduled trainings for the Board of Supervisors and other
23 elected officials, county staff and the public on topics including workplace biases and
24 how to mitigate them, and understanding racism; these trainings should be meaningful,
25 thoughtful, and data-driven education efforts aimed at understanding, addressing, and
26 dismantling racism, and how racism affects public health, family stability, housing, early
27 education, economic development, public safety, and the delivery of human services.
- 28 • Collaborate with the County’s law and justice agencies, NGOs, partner organizations
29 and the community to ensure public confidence that public safety is administered
30 equitably by supporting the Community Advisory Committee recently established by
31 Mono County Sheriff’s Office.
- 32 • Study and evaluate existing County policies and practices through a lens of racial equity
to promote and support policies that prioritize health in an equitable way, especially for
people of color, by mitigating exposure to adverse childhood experiences (ACES) and
promoting healthy, resilient communities.

- 1 • Identify specific activities to enhance diversity within the County Government
2 workforce.
- 3 • Support local, regional, state, and federal initiatives that advance efforts to dismantle
4 systemic racism and reduce inequity.
- 5 • Encourage community participation in efforts to amplify issues of racism and engaging
6 actively and authentically with communities of color throughout the County.
- 7 • Invite other local government agencies, NGOs, and partner organizations in the region
8 to also adopt resolutions affirming that racism is a public health crisis and to work
9 together toward equity.
- 10 • Report back to the board and community starting in January 2021 on these activities,
11 including the formation and seating of the JEDI Commission and a midyear budget
12 adjustment to reflect funding commitment.

13
14 **PASSED, APPROVED and ADOPTED** this 13th day of October 2020, by the
15 following vote, to wit:

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

17 **NOES:** None.

18 **ABSENT:** None.

19 **ABSTAIN:** None.

20
21 

22 Stacy Corless, Chair
23 Mono County Board of Supervisors

24 **ATTEST:**

25 
26 Queenie Barnard (Oct 19, 2020 08:44 PDT)

27 Clerk of the Board

24 **APPROVED AS TO FORM:**

25 
26 Stacey Simon (Oct 19, 2020 08:52 PDT)

27 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

Departments: Finance

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Janet Dutcher, Finance Director

SUBJECT Workshop - Section 115 Pension Rate Smoothing Trust

AGENDA DESCRIPTION:

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

Presentation by representatives from Public Agency Retirement Services (PARS) about the use of an IRS Section 115 Pension Rate Stabilization Trust to pre-fund future CalPERS County pension contributions.

RECOMMENDED ACTION:

Receive educational presentation and discuss staff recommendations that Mono County establish an IRS Section 115 pre-funding pension smoothing trust fund with PARS.

FISCAL IMPACT:

None.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Presentation

History

Time	Who	Approval
3/4/2022 11:09 AM	County Counsel	Yes
3/9/2022 1:38 PM	Finance	Yes

3/10/2022 3:55 PM

County Administrative Office

Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

To: Mono County Board of Supervisors
From: Janet Dutcher – Mono County Director of Finance
Date: March 15, 2022
Re: Workshop – Pension Rate Stabilization Trust

The purpose of this workshop is to present the use of a Pension Rate Stabilization Trust (PRST) as a strategy mitigating CalPERS contribution rate volatility or periodically reducing the County's unfunded pension liability held with CalPERS. Trust assets are accumulated and then withdrawn during periods of escalating pension contributions and act as a buffer to achieve stability in the County's budget.

This workshop is a step in the sequence of solving the County's unfunded pension liability problem, started last November as enumerated below:

- Understand the unfunded pension liability problem (November 9, 2021)
- Understanding the Other Post-Employment Benefit (OPEB) plan status (January 18, 2022)
- Exploring funding strategies (March 15, 2022)
- Proposing a pension and OPEB funding policy for adoption (future Board meeting)

Background

On November 9, 2021, staff held a CalPERS pension workshop with the Board, which reported the County's unfunded accrued pension liability at more than \$67 million as of June 30, 2020. To put the size of that liability in perspective, it is more than three times larger than the Civic Center debt and \$45.5 million more than all other debt issuances combined. The County makes annual contributions, commonly referred to as the annual UAL payment, towards its pension liability. This year's UAL payment is \$5.2 million and is forecast to increase by as much as another \$1.2 million over the next 5 years. Absent a funding mitigation strategy, this forces the County to redirect scarce budgetary resources of as much as \$6.4 million away from critical public services. If for no other reason than the risk these annual UAL payments pose at jeopardizing the County's ability to pay for public services needed by our communities, it is critical the Board consider taking explicit steps to manage the magnitude of the County's pension liability.

On January 18, 2022, staff conducted a County Retiree Health Care Obligation workshop with the Board. While the retiree obligation is \$30.9 million, the County has prefunded this

obligation by making contributions to an irrevocable trust, from 2008 through 2019, totaling more than \$13.7 million. Together with investment earnings, the County's post-employment health benefit (OPEB) trust balance is \$29.4 million, making the OPEB liability 95% funded.

The County's FY 2021-22 budget includes appropriations charging all departments an aggregated amount of \$1,764,000, which is the amount estimated to pay this year's retiree health care costs. To date, no retiree costs have been paid by drawing down trust fund assets. With the OPEB liability being 95% funded, there is an opportunity to redirect budgetary savings for other purposes. One such purpose is to deposit these savings into a PRST, which is the topic of today's presentation, a funding strategy for managing the County's unfunded pension liability and the resulting annual contributions.

PARS

Representatives from Public Agency Retirement Services (PARS) are here today to present information about their Pension Rate Stabilization Trust program. The County currently uses PARS to administer its OPEB Trust. PARS provides these trust programs to 32 counties in California, of which 22 currently have established PRST accounts with PARS.

The Mechanics of PRST

As public pension plans mature, meaning there are increasing pools of retirees drawing down pension benefits and contributions are attributable solely to the County's active workforce, employers can continue to expect greater fluctuations in its required contributions from year to year. The County's annual UAL payments increased by an average of \$573,000, or 15.8%, over the past five years. Over the next five years, CalPERS estimated the annual UAL payments will range from a decrease of \$576,000 to an increase of \$1.2 million. While the County can expect subsequent reductions in its annual UAL payment when CalPERS investment results exceed its discount rate (or earnings target), CalPERS failed to achieve investment gains equal to or exceeding this benchmark in 13 of the past 36 years (one-third of the time) and the losses alone accruing in 2009 eliminated 40% of combined asset values. When CalPERS fails to at least achieve annual investment returns of at least equal to its discount rate, future annual UAL payments increase. Earnings shortfalls increase the County's pension liability and the shortfall is amortized over twenty years at 6.8% interest.

Given the challenge of allocating limited budgetary resources to programs, how does the County, for example, appropriate an additional \$1.2 million into its budget for pension cost? One tool for mitigating this budgetary strain in years when pension contributions escalate is the IRS Section 115 Pension Rate Stabilization Trust. The trust allows the accumulation of assets which are invested long-term to achieve a greater rate of return than can be achieved by the County investing the extra money itself. Investments held in an irrevocable trust outside the County's investment pool have greater flexibility to choose a longer investment time horizon and choose investment instruments achieving greater rates of return, depending on the County's risk tolerance. Later, the trust assets can be drawn down to "cap off" or "level off" the budgetary effect of increases to the annual UAL payment.

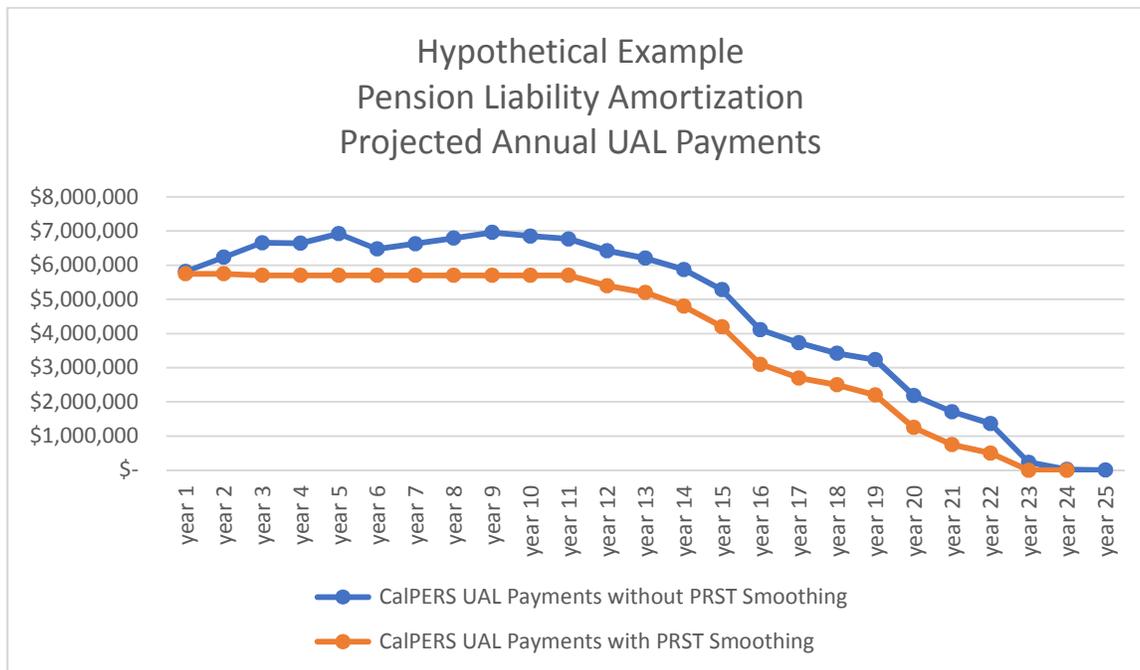
To benefit from pension rate stabilization, the trust must have assets. So how does one build up assets in a rate stabilization trust so that asset values can be put to work leveling off future UAL increases? One way is to designate unanticipated surpluses after closing the year's accounting records and depositing some or all the surplus into the trust fund. For example, the

County's General Fund budgeted a deficit of \$3,126,000 (before transfers to reserves) for FY 2020-21 but closed the year with an actual surplus of \$3,060,000. One alternative is to move some of this surplus into the PRST, saving it up to offset UAL increases in future years.

At the OPEB workshop on January 18, 2022, staff presented the Board with various hypothetical scenarios of generating between \$250,000 to \$1 million per year of retiree healthcare budget savings. These savings can be deposited into the PRST and invested at higher rates of return. The higher investment rate leverages budgetary savings. For example, a \$1 million contribution made every year for 11 years and invested at 7% returns a trust asset equal to \$16.9 million. Consider the additional resources raised when investment earnings are compounded at 7% per year instead of the County's investment pool rate of just over 1%. The County has achieved similar results with its OPEB trust, such that the liability is now 95% funded. However, the real benefit of the trust fund strategy is establishing certainty in the County's budget and mitigating the annual UAL payment threatening our ability to fund County services. Its value is as a tool that mitigates contribution volatility caused primarily by market earnings swings in CalPERS investments held on the County's behalf. Over time, the PRST becomes more significant as assets accumulate in the account and cannot be redirected for any other purpose except for reimbursing County pension contributions or for making payments directly to CalPERS.

Illustrating Operational Impacts

A graph illustrating the operational impacts of a well-funded PRST using CalPERS amortization schedule of the County's pension liability is presented below:



Limitations on Trust Deposits Funded with Federal and State Grants

Limited guidance has been released by Federal and State oversight agencies challenging the reimbursement from federal and state grant resources for contributions made to Section 115 pension rate smoothing trusts that exceeds the required actuarial determined contributions

according to CalPERS actuarial valuation reports. This may limit the amount of budgetary savings Mono County can achieve by redirecting retiree healthcare budget savings to the PRST, as only the savings associated with non-federal and state grant activities may be eligible. These limitations will be considered in drafting pension and retiree healthcare funding policies and procedures.

Advantages and Disadvantages

A PRST has the following benefits:

- The County controls the risk it desires to take on with regard to the types investments made with trust assets
- Assets held in trust have greater flexibility for the types of investment alternatives and length of the investment horizon.
- Assets can be used to stabilize or smooth out UAL increases that otherwise would redirect fiscal resources away from funding public services.
- There is the potential for improving the County's bond rating, making future debt issuances less expensive.
- The County can access trust assets at any time to reimburse itself for a portion of its current pension contributions or deposit the amount with CalPERS to paydown the County's unfunded pension liability.
- By restricting these funds to pension use, they are not subject to competing projects and will be there for their intended purpose. Also, the Section 115 trustee has a fiduciary duty to make sure assets are used for pension purposes, consistent with Board of Supervisors policy.

Disadvantages include:

- Trust assets cannot directly offset the County's unfunded pension liability on its balance sheet, according to Government Accounting Standards Board rules.

Staff Recommendations

Staff propose establishing a Mono County PRST by contracting with PARS for administering the trust assets using Highmark Capital Management in partnership with U.S. Bank as the investment manager. Staff further recommend redirecting up to \$1 million of retiree health care budget savings each year starting with the County's next budget cycle for deposit into the trust. Consideration should be given to making additional contributions using GF surpluses, when available.

The next steps to implement the PRST include:

1. County Board of Supervisors authorizes establishment of the trust by adopting the PARS resolution and appointing a plan administrator.

2. PARS provides legal documents for signature by Plan Administrator.
3. County develops investment policy and guidelines with the PARS investment manager.
4. County approves initial deposit to the PRST.
5. County develops policies and procedures for future annual contributions and/or disbursements.
6. PARS conducts an annual client services review.

PUBLIC
AGENCY
RETIREMENT
SERVICES

PARS

TRUSTED SOLUTIONS. LASTING RESULTS.



COUNTY OF MONO

PARS 115 Trust – OPEB Review/Pension Rate Stabilization Program (PRSP)
March 2022

CONTACTS



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Director
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PARS 115 TRUST TEAM

Trust Administrator & Consultant



- Serves as record-keeper, consultant, and central point of contact
- Sub-trust accounting
- Coordinates all agency services
- Monitors plan compliance (IRS/GASB/State Government Code)
- Processes contributions/disbursements
- Hands-on, dedicated support teams

38	2,000+	1,000+	430+	500K+	\$6.7B
Years of Experience (1984-2022)	Plans under Administration	Public Agency Clients	115 Trust Clients	Plan Participants	Assets under Administration

Trustee



- 5th largest commercial bank and one of the nation's largest trustees for Section 115 trusts
- Safeguard plan assets
- Oversight protection as plan fiduciary
- Custodian of assets

159	\$5.0T
Years of Experience (1863-2022)	Assets under Administration

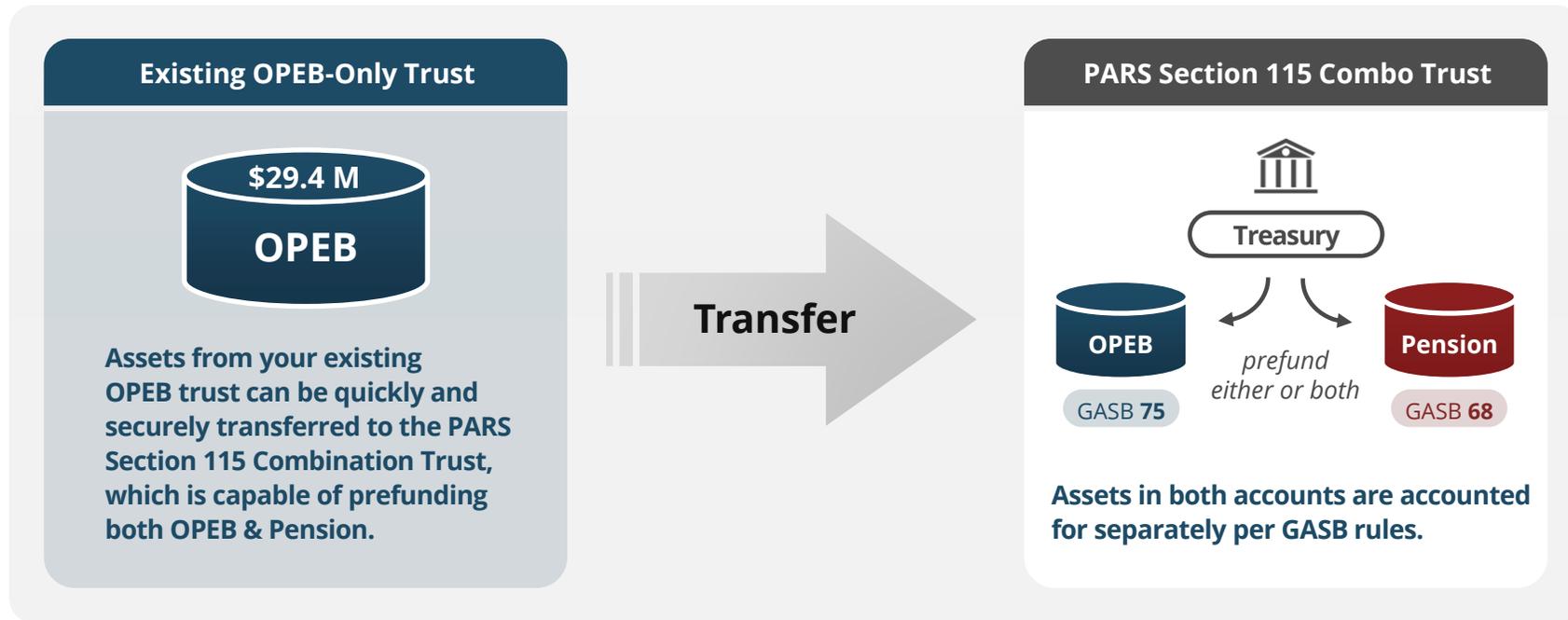
Investment Manager



- Investment sub-advisor to trustee U.S. Bank
- Investment policy assistance
- Uses open architecture
- Active and passive platform options
- Customized portfolios (with minimum asset level)

103	\$20.2B
Years of Experience (1919-2022)	Assets under Management & Advisement

PARS IRS-APPROVED SECTION 115 TRUST



Subaccounts

OPEB and Pension assets are individually sub-accounted, and can be divided by dept., bargaining group, or cost center



Financial Stability

Assets in the PARS Section 115 Combination Trust can be used to address unfunded liabilities.



Flexible Investing

Allows separate investment strategies for OPEB and Pension subaccounts.



Anytime Access

Trust funds are available anytime; OPEB for OPEB and Pension for Pension.



Economies-of-Scale

OPEB and Pension assets aggregate and reach lower fees on tiered schedule sooner – saving money!



No Set Up Cost or Minimums

No set-up costs, no minimum annual contribution amounts, and no fees until assets are added.

115 TRUST CLIENT LIST – 430+ INCLUDING:

March 2022

COUNTIES

- Alpine
- Amador
- Calaveras
- Colusa
- Contra Costa
- Humboldt
- Imperial
- Inyo
- Kern
- Kings
- Lake
- Lassen
- Mariposa
- Merced
- Mono
- Monterey
- Napa
- Nevada
- Placer
- Plumas
- Riverside
- San Benito
- Shasta
- Siskiyou
- Solano
- Sonoma
- Sutter
- Tehama
- Trinity
- Tulare
- Yolo
- Yuba

OTHER REGIONAL CLIENTS

- Eastern Sierra Transit Authority
- Eastern Sierra Community Services District
- Great Basin Unified APCD
- Superior Court of CA, County of Inyo
- Town of Mammoth Lakes

SUMMARY OF AGENCY'S OPEB PLAN

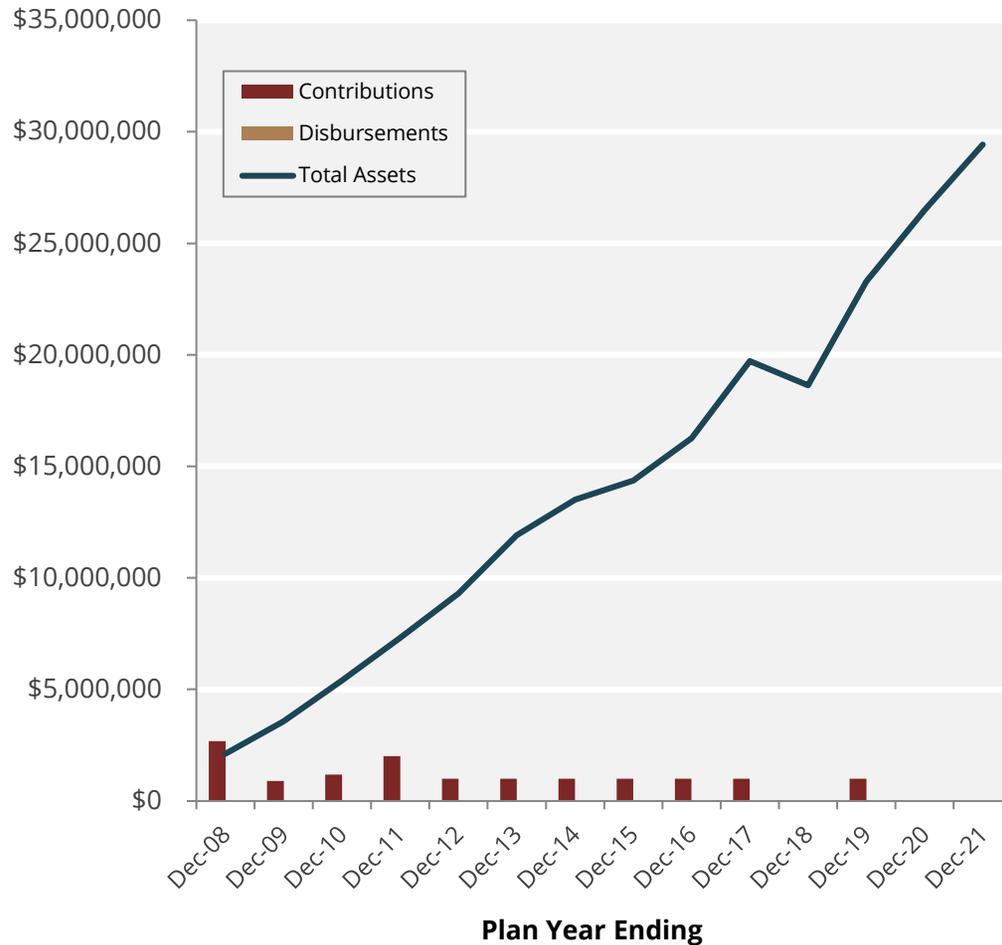
Plan Type:	IRC Section 115 Irrevocable Exclusive Benefit Trust
Trustee Approach:	Discretionary
Plan Effective Date:	November 1, 2007
Plan Administrator:	Director of Finance
Current Investment Strategy:	Balanced HighMark PLUS (Active) Strategy; *Individual Account <i>*As of October 2014: Transitioned from Pooled Account to Individual Account</i>

AS OF DECEMBER 31, 2021:

Initial Contribution:	June 2008: \$2,673,000
Additional Contributions:	\$11,081,078
Total Contributions:	\$13,754,078
Disbursements:	\$0
Total Investment Earnings:	\$16,495,384
Account Balance:	\$29,423,504

SUMMARY OF AGENCY'S OPEB PLAN

HISTORY OF CONTRIBUTIONS, DISBURSEMENTS, AND TOTAL ASSETS AS OF DECEMBER 31, 2021:



Year	Contributions	Disbursements	Total Assets
Dec-08	\$2,673,000	\$0	\$2,118,014
Dec-09	\$900,000	\$0	\$3,567,463
Dec-10	\$1,181,078	\$0	\$5,400,642
Dec-11	\$2,000,000	\$0	\$7,315,541
Dec-12	\$1,000,000	\$0	\$9,302,043
Dec-13	\$1,000,000	\$0	\$11,907,624
Dec-14	\$1,000,000	\$0	\$13,500,658
Dec-15	\$1,000,000	\$0	\$14,369,915
Dec-16	\$1,000,000	\$0	\$16,270,169
Dec-17	\$1,000,000	\$0	\$19,722,308
Dec-18	\$0	\$0	\$18,634,210
Dec-19	\$1,000,000	\$0	\$23,284,428
Dec-20	\$0	\$0	\$26,479,952
Dec-21	\$0	\$0	\$29,423,504

OPEB ACTUARIAL RESULTS

	Measurement Date: June 30, 2019 Discount Rate: 6.00%	Measurement Date: June 30, 2020 Discount Rate: 5.80%
Total OPEB Liability (TOL) <i>Actuarial Accrued Liability (AAL)</i>	\$31,054,583	\$30,912,347
Fiduciary Net Position <i>Actuarial Value of Assets</i>	\$22,015,762	\$22,670,568*
Net OPEB Liability (NOL) <i>Unfunded Actuarial Accrued Liability (UAAL)</i>	\$9,038,821	\$8,241,779
Funded Ratio (%)	70.9%	73.3%
Actuarially Determined Contribution (ADC)	\$1,241,911 <i>For FY 2019-20</i>	\$1,177,006 <i>For FY 2020-21</i>
Annual Benefit Payments (Pay-as-you-Go)	\$2,010,358 <i>For FY 2019-20</i>	\$2,011,919 <i>For FY 2020-21</i>

*As of December 31, 2021, assets at \$29,423,504 (approx. ~95.2% funded).

Rule of thumb: For every one percent increase in the discount rate, the unfunded liability is lowered by 10-12%.

The

PARS PENSION RATE STABILIZATION PROGRAM

for prefunding pension obligations

BACKGROUND – PENSION

- Since 2015, GASB 68 has required disclosing Net Pension Liability on financial statements as a line item on the balance sheet
- Before the concept of pension prefunding, the only way to reduce retirement system unfunded liabilities was to send additional contributions in excess of annual required employer contributions
- Pension trust prefunding assets can be transferred to the retirement system at the Agency's direction, which can help offset future rate increases (i.e., pension rate stabilization).

CalPERS Changes

CalPERS has announced changes directly affecting unfunded liability amounts and employer contributions:

Lowering of Discount Rate ¹

7.0%
▼
6.8%

CalPERS lowered the discount rate from 7.0% to 6.8%. The impact is reflected in the June 30, 2021 valuation reports.

¹ Contributions from policy changes beginning FY 23-24.

Shortened Amortization Period ²

30 years
▼
20 years

New actuarial liabilities are amortized over 20 years instead of 30, increasing required annual employer contribution amounts*

² 5-year ramp up in payments beginning FY 15-16 with full impact in FY 19/20.



PENSION FUNDING STATUS

As of June 30, 2020, County of Mono's CalPERS pension plan is funded as follows:

Combined Miscellaneous & Safety Groups *	Valuation as of June 30, 2019	Valuation as of June 30, 2020	Change
Actuarial Liability	\$207.2 M	\$215.6 M	4.1% ↑
Assets	\$144.4 M	\$148.2 M	2.6% ↑
Unfunded Liability	\$62.8 M	\$67.4 M	7.3% ↑
Funded Ratio	69.7%	68.7%	1.4% ↓
Employer Contribution Amount	\$6.6 M (FY 20-21)	\$8.1 M (FY 21-22)	21.5% ↑
Employer Contribution Amount - Projected *	---	\$9.8 M (FY 27-28)	21.2% ↑

* Data through 2027-28 from Agency's latest CalPERS actuarial valuation.

WHY PREFUND PENSION OBLIGATIONS?

1. Complete Local Control over Assets

County has complete control over assets, including contributions, disbursements and the timing, amount, and risk tolerance level of investments

2. Pension Rate Stabilization

Assets can be transferred to the retirement system at the County's direction, potentially reducing/eliminating large fluctuations in employer contribution amounts

3. Rainy Day Fund

Emergency source of funds when employer revenues are strained in difficult budgetary or economic times

4. Diversification

Allows for investment flexibility and offers the potential for assets to earn greater returns than the Treasury; spread the risk vs. sending additional money to CalPERS

HIGHMARK CAPITAL MANAGEMENT

As of December 31, 2021

ACTIVE PORTFOLIO RETURNS

Strategy	Equity (%)	1 Year	3 Years	5 Years	10 Years
Capital Appreciation	65-85%	14.96%	17.30%	12.15%	10.83%
Balanced	50-70%	11.44%	14.99%	10.80%	9.45%
Moderate	40-60%	9.31%	13.26%	9.56%	8.39%
Moderately Conservative	20-40%	5.15%	9.82%	7.17%	6.34%
Conservative	5-20%	2.20%	7.36%	5.43%	4.75%

* Past performance does not guarantee future results.

PROGRAM FEES

As of December 31, 2021

Trust Administration/Consulting Fees*



Plan Set-Up Fee:

None

Ongoing Fees:

0.25%	for assets \$0-10 million
0.20%	for assets \$10-15 million
0.15%	for assets \$15-50 million
0.10%	for assets over \$50 million

Discretionary Trustee/Investment Management Fees**



Plan Set-Up Fee:

None

Ongoing Fees:

0.35%	for assets under \$5 million
0.25%	for assets \$5-10 million
0.20%	for assets \$10-15 million
0.15%	for assets \$15-50 million
0.10%	for assets over \$50 million

* PARS does not receive any compensation from the investments or any commissions, back-end loads, or any other forms of compensation.

** Subject to change due to rebalancing, as fees are waived for plan assets in First American Funds (money market)

WHY TAKE THIS STEP?

1. Offers Hedge against Inflation
2. Smooths out pension rate volatility
3. Provides a fiscal tool in your financial toolbox
4. Prepares today for tomorrow's pension realities

Questions?



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

Departments: Finance

TIME REQUIRED 45 minutes

PERSONS APPEARING BEFORE THE BOARD Janet Dutcher, Finance Director

SUBJECT Workshop - Pension Obligation Bonds

AGENDA DESCRIPTION:

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

Presentation from Jeff Land of Oppenheimer & Co. Inc. and Michael Meyer from NHA Advisors about use of Pension Obligation Bonds in managing the County's CalPERS unfunded pension liability.

RECOMMENDED ACTION:

Receive presentation and discussion with staff about use of Pension Obligation Bonds to reduce and manage the County's unfunded pension liability.

FISCAL IMPACT:

None.

CONTACT NAME: Janet Dutcher

PHONE/EMAIL: 760-932-5494 / jdutcher@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Presentation

History

Time	Who	Approval
3/4/2022 11:09 AM	County Counsel	Yes
3/9/2022 1:38 PM	Finance	Yes

3/10/2022 3:55 PM

County Administrative Office

Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer - Tax Collector

To: Board of Supervisors

From: Janet Dutcher, Finance Director

Date: March 15, 2022

Re: Workshop – Pension Obligation Bonds

The purpose of this workshop is to present the use of Pension Obligation Bonds (POB) as one strategy that reduces the County's unfunded pension liability. POBs are taxable bonds where the County takes on fixed debt service payments and uses the proceeds to directly pay down all or a portion of the unfunded liability with CalPERS. The transaction results in a financial benefit to the County if the interest rate charged by CalPERS (currently 6.8%) is higher than the stated interest rate on the bonds and if CalPERS generates a higher return on pension assets.

This workshop is a step in the sequence of solving the County's unfunded pension liability problem, started last November as enumerated below:

- Understanding the unfunded pension liability problem (November 9, 2021)
- Understanding the Other Post-Employment Benefit (OPEB) plan status (January 18, 2022)
- Exploring funding strategies (March 15, 2022)
- Proposing a pension and OPEB funding policy for adoption (future Board meeting)

An important policy goal is mitigating the magnitude of annual pension contributions affecting the County's operating budget. The underlying problem is Mono County's annual contribution towards its unfunded accrued liability (UAL) was \$5.2 million in fiscal year 2021-2022 and is forecast between \$5 and \$6 million each of the next six years. Over the past two budget cycles, the annual UAL payment has increased by \$1.3 million, and relative to just 6 years ago (FY 2015/16), these costs have more than doubled. And while the County's unfunded pension liability is projected to be adjusted down from \$67 million to \$51 million next year once the strong FY 2021 investment gains of 21.3% are incorporated, the County's current amortization schedule still has Mono County front loading the paydown of this liability by \$28 million over the next six years. Furthermore, and as described in the presentation, CalPERS is expected to miss their earnings target in FY 2022, which will serve to increase the UAL once again by a significant amount. As described as previous workshops, this UAL debt with CalPERS has more than doubled over the past 6 years due to factors outside of the County's control, namely CalPERS investment underperformance and assumption changes. ***Altogether, required spending on the UAL represents money taken away from delivering public services, forcing the possibility of service cuts to balance the County's budget.***

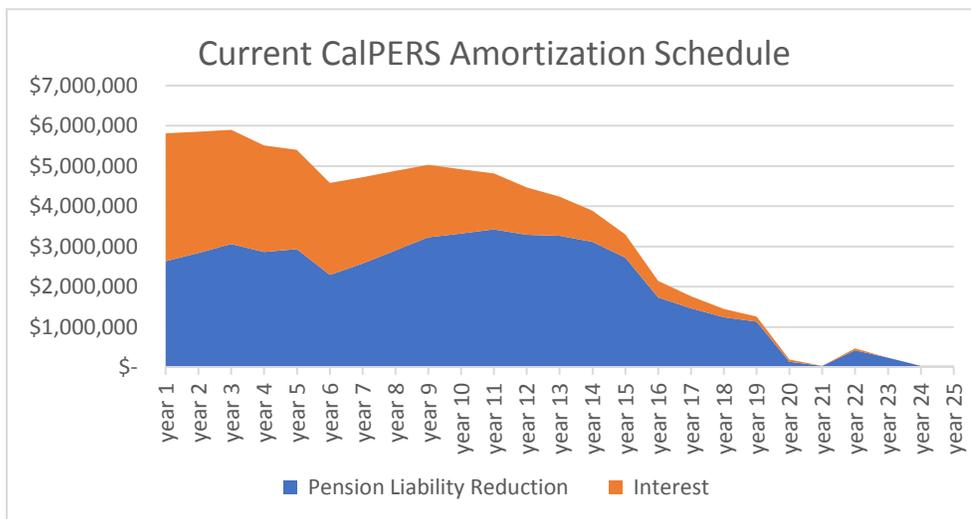
Background

On November 9, 2021, staff held a CalPERS pension workshop with the Board, which reported the County’s unfunded accrued pension liability, including the Court’s share, at more than \$67 million, based on CalPERS actuarial valuations effective for the fiscal year 2022-23. To understand the effect our unfunded pension liability has on the County’s financial position, consider the schedule of long-term debt liabilities to be included in the County’s annual financial report for FY 2020-21:

	Long Term Liabilities					
	Governmental Activities		Business-Type Activities		Total	
	2020	2020	2020	2020	2021	2020
Pension obligation bonds	\$ 314,300	\$ 453,100	\$ --	\$ --	\$ 314,300	\$ 453,100
Certificates of Participation	19,610,000	19,940,000	--	--	19,610,000	19,940,000
Unamortized premium	2,078,274	2,152,811	--	--	2,078,274	2,152,811
Notes payable	--	--	--	--	--	--
Compensated absences	3,307,869	3,210,995	66,948	57,728	3,374,817	3,268,723
Net pension liability	58,880,031	54,857,739	1,166,514	1,213,271	60,046,545	56,071,010
Net OPEB liability	8,241,779	9,038,821	--	--	8,241,779	9,038,821
Claims liability	3,420,991	3,649,321	--	--	3,420,991	3,649,321
Refunded certificates of participation	--	--	1,180,900	1,447,300	1,180,900	1,447,300
Landfill postclosure cost	--	--	13,533,612	11,957,540	13,533,612	11,957,540
Total	\$ 95,853,244	\$ 93,302,787	\$ 15,947,974	\$ 14,675,839	\$ 111,801,218	\$ 107,978,626

The pension liability then was \$60 million (excluding the Court’s share of \$2.3 million) and equaled 54% of all the County’s long-term liabilities. By a margin of 3 to 1, the pension liability dwarfs any other individual liability owed by the County. Since then, CalPERS is projecting a reduction in this liability down to \$51 million because it earned 21.3% on its investments in FY 2021, exceeding its then discount rate of 7.0%. While a reduction of \$16 million is welcome, pension debt still represents 46% of all County debt and will again increase in years when CalPERS earns less than its current discount rate of 6.8%, as is expected in FY 2022 due to the recent stock market declines.

CalPERS generally amortizes the UAL over 20 years, currently charging 6.8% interest on the unpaid balance. Current estimates have annual payments ranging from \$5.8 million down to \$3.3 million over the next 15 years before substantially declining.

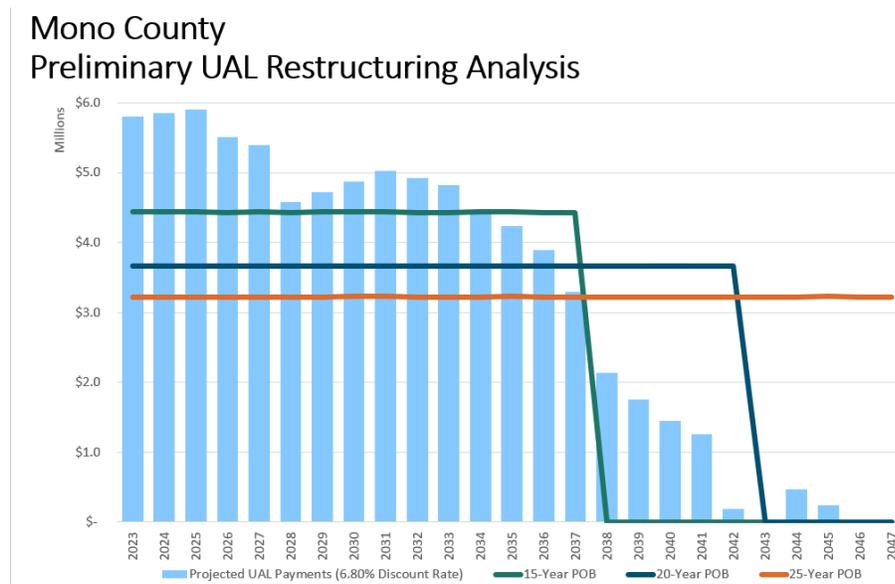


With all

other actuarial estimates being realized as projected, the County would pay \$80.9 million to pay down a \$51 million liability, at an additional cost of \$29.9 million. This is illustrated in the chart above, which shows more of the annual UAL contribution going towards interest (orange) in the most recent years.

Illustration of Pension Obligation Bond Financing

A preliminary UAL restructuring for Mono County hypothetically produces some potential for financial benefits from using POBs, albeit with economic risks articulated later in this staff report. Estimated annual cash flow savings resulting from three selected options to amortize POB debt over 15, 20, or 25 years at level principal and interest is illustrated in the chart below. The cash flow savings represent the area of the blue bars above each of the horizontal lines.



Figures shown are preliminary estimates for illustration. Assumes CalPERS earns 6.8% investment earnings. Lines may represent combined debt service plus unrefunded UAL payments.

Under this scenario, the payment stream generates savings immediately because the annual debt payments are less than the current CalPERS annual UAL payment, but the magnitude of savings varies depending on the debt term chosen. For example, a 25-year POB debt amortization generates the most upfront cash flow savings (because it has the lowest per year debt payments) but produces the lowest cost savings over the entire repayment term. A summary comparison of these hypothetical UAL restructuring options is illustrated in the table below.

Metrics	15-Year POB	20-Year POB	25-Year POB
UAL Refinanced	\$51 Million	\$51 Million	\$51 Million
Maturity (Term)	15 Years	20 Years	25 Years
All-In Est. Interest Rate	3.50%	3.71%	3.87%
Cumulative Savings	\$14,380,000	\$7,640,000	\$315,000
Savings Thru 2037	\$6,780,000	\$18,355,000	\$24,960,000
Avg. Annual Savings Thru 2037	\$452,000	\$1,224,000	\$1,664,000

It should be noted that there are a multitude of structuring options for a potential POB beyond these three basic options. Different sizes (50% of UAL up to 100% of UAL) can be explored, as well as different terms/maturities and repayments shapes that are more tailored to the County's budgetary goals and constraints.

Why Consider Pension Obligation Bonds?

A primary reason for using POBs to solve the County's pension problem is the interest rate savings opportunity. CalPERS charges 6.8% on the pension debt, although that rate could change in future years since it represents a discretionary decision of the CalPERS governance body. The debt securities market indicates public debt being issued at rates of between 3.5% and 4%. About 90 public agencies in California have recently (last two years) restructured their UAL using a bond, obtaining interest rates anywhere between 2.50% and 4.50%. A common analogy for comparison purposes is refinancing a mortgage at a lesser interest rate. The overall savings while long-term over the entire amortization period, may only achieve incremental relief in each of the County's annual budgets. However, the overall effect is a reshaping of the annual pension related payments with the intent to provide better budget predictability, fiscal sustainability, and enhanced resiliency to absorb future economic shocks.

Another reason for using POBs is the relief it provides in reducing the yearly cost of employee pensions. This might be done by front loading the savings to the early years or structuring the debt maturity schedule over a longer term than the pension amortization period. When used in combination with the Pension Rate Stabilization Trust (PRST), the effect is to smooth out the annual pension contributions and avoid redirecting scarce resources to accommodate pension contribution spikes. Other jurisdictions have uniquely structured their POBs to provide upfront budgetary relief, target early savings while eliminating savings incentives on the back end of the maturity term, or achieving a targeted annual threshold of savings.

Yet, POBs can be a better solution than other alternatives. These other alternatives include shortening the County's amortization period with CalPERS or making one-time excess contributions from surplus funds. Still another is to ask employees to make extra contributions by cost sharing the employer's part of the normal contributions.

Risks Associated with POBs

Clearly, POB financing transactions carry greater risk than traditional bond financing arrangements. These risk factors are discussed below.

The Government Finance Officers' Association (GFOA) continues to advise against municipalities using POBs to manage their unfunded pension liabilities. The primary reason for this is because the POB transaction involves what GFOA considers "considerable investment risk, making the goal very speculative."¹ Reasons include the POB invested proceeds (whether in a PRST or by CalPERS itself) may fail to earn an investment return exceeding the interest rate owed over the term of the bonds, that the transaction is complex, and it uses up some of the

¹ GFOA. (2015). Advisories: Pension Obligation Bonds. Retrieved from: <https://www.gfoa.org/materials/pension-obligation-bonds>

County's debt capacity. This does not necessarily mean POBs should be avoided no matter the circumstances but that jurisdictions should employ mitigation measures. These measures include stress testing of the transaction to better quantify risk for staff and decision makers and taking adaptive action by combining POBs with robust PRST and reserve funding policies. Some preliminary stress testing will be presented in the presentation, which will better quantify the impact on savings if CalPERS were to underperform in the future.

Other concerns voiced by GFOA as listed below are either not applicable and/or carry less risk because these types of debt structures are avoided in today's marketplace.

GFOA Critique	Mitigation Measures
Pension bonds are complex instruments that carry considerable risk ... and may include swaps and derivatives ...	Issue POBs at fixed rates with no swaps or derivatives, which has become common place in the marketplace.
Issuing taxable debt to fund the pension liability increases the jurisdiction's bonded debt burden and potentially uses up debt capacity.	POBs replace pension debt on the balance sheet, in essence swapping one debt type for another. Considered a lease bond, POBs do not reduce the County's debt capacity.
Pension bonds are typically issued without call options making it more difficult to refund bonds if interest rates fall or a different debt service structure is desired in the future.	POBs being issued with an optional redemption (5 or 10 year call) is common in the marketplace.
Pension bonds are frequently structured in a manner that defers the principal payments.	Almost no POBs are structured today to delay principal repayments. Most amortize principal immediately. Shortening, lengthening, or maintaining the same term of payments is at the discretion of each agency.
Rating agencies may not view the proposed issuance of pension bonds as credit positive.	POBs represents a prudently structured, thoughtful, and comprehensive plan to address the agency's pension debt. The County's ratings by Moody's and S&P both reflect negative impacts from no plan to address escalating pension debt.

The pension liability arises because assumptions upon which contributions are based materialized at less favorable rates than anticipated. This includes factors such as retirement age, mortality, and the expected rate of return on the investment of pension assets. Still another way pension liabilities increase is when CalPERS policy is to decrease the discount rate, as it did recently. These factors are constantly in play every year and create uncertainty about future pension liabilities. While the County could use POBs to pay off today's pension liability, it does not mean that the pension liability will not reappear in the future. All the factors that contribute

to pension liabilities can occur in the future, even after the liability has been extinguished using POB proceeds. The impact is the County faces having debt payments plus newly created required annual UAL contributions. This is a case of the pension liability never really going away for good.

The risk(s) described above should be quantified by a stress testing process which hypothesizes what would happen if CalPERS earns less or more over time than the discount rate or there is a recession. It is a process to better understand the impacts of potential poor investment performance by CalPERS. Risks can be further mitigated by redirecting some portion of the anticipated savings into reserve accounts or the PRST, which acts as a savings account to budget any resurgence in the UAL after issuing the POB.

We can expect that CalPERS will occasionally enjoy overly high rates of return as it did for the fiscal year ended June 30, 2021. If the County pays off its pension liability entirely with POB proceeds and following this CalPERS realizes investment returns exceeding its discount rate, the County may have a pension plan which is overfunded. Overfunded positions may reduce future contribution requirements but cannot be converted to a return of contributions back to the County. For this reason, recommendations are to pay down a portion but not all the existing pension liability.

There are other complex investment and market related risks such as savings being dependent upon what CalPERS does investing the debt proceeds on behalf of the County in exchange for paying down the pension debt. Much can go wrong in turning over \$51 million to CalPERS to invest for the future benefit of the County's employees. Present value savings results only if CalPERS can realize investment returns exceeding the bonded debt rates over the entirety of the term of the debt issuance. Risks are increased when the large lump sum amount given to CalPERS is invested in instruments performing poorly in the market.

Essentially, POBs solve pension problems but expose a long-term period of uncertainty that policy must address and mitigate. The upside is improved financial position, better cash flow, and predictable budget outcomes.

Today we turn to experts to help us navigate this terrain. Jeff Land, Executive Director of Public Finance Investment Banking with Brandis Tallman, a Division of Oppenheimer & Co., Inc. and Michael Meyer from NHA Advisors are here today to present information about using Pension Obligation Bonds to solve the pension liability problem.



MONO COUNTY DISCUSSION OF PENSION OBLIGATION BONDS



March 15, 2022

MSRB G-17 Notice

Underwriter G-17 Notice

Oppenheimer is providing the information contained in this document for discussion purposes only in anticipation of serving as underwriter or placement agent to Mono County (the "Issuer"). The primary role of Oppenheimer, as an underwriter/placement agent, is to purchase securities for resale to investors, or place securities directly with an investor, in an arm's-length commercial transaction between the Issuer and Oppenheimer, and Oppenheimer has financial and other interests that differ from those of the Issuer. Oppenheimer is acting as a principal and not as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity in connection with the issuance of municipal securities by the Issuer. The information provided is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. The Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, then the Issuer is free to engage a municipal advisor to serve in that capacity.

Overview of Oppenheimer & Co. Inc

Oppenheimer checks the boxes and stands apart for its ability to focus its resources on an issuer's financings

- National Firm: Publicly traded on NYSE (Symbol: OPY)
- Large, independent full service retail broker-dealer
- 93 offices in 24 states, the District of Columbia, and 3 foreign jurisdictions
- Approximately 2,900 total employees
 - Women and minorities make up approximately 46% of the Firm's workforce
- 996 financial advisors; over 350,000 accounts
 - \$122.1 billion of client assets under administration*
 - \$46.2 billion of client assets under management*
- \$823.8 million of Total Equity Capital*
 - \$388.0 million of Excess Net Capital, allowing the Firm to sole manage a fixed rate bond issue of over \$1.5 billion*

*As of December 31, 2021

New York City Headquarters



Oppenheimer checks the boxes:

- ✓ *Distribution – well-rounded*
- ✓ *Banking – sophisticated and resourceful*
- ✓ *Capital – sufficient to sole-manage \$1.5 BN*
- ✓ *Underwriter – “name brand” with demonstrated willingness to employ capital*

Oppenheimer's California Public Finance Presence

California Presence



Public Finance Activity in CA

Years	Number of Transactions
2018	43
2019	51
2020	50
2021	62

California Pension Experience

- In the last ten years, Oppenheimer has closed 50 pension obligation transactions including Mono County’s (the “County”) 2012 CalPERS Side Fund refunding
- We are currently in the process of underwriting a \$10.5 million POB for the Central Marin Sanitation Agency
- See listing below of our recent publicly offered pension obligation bonds

Date	Issuer	Final Maturity	TIC%	Rating	Role
2/3/22	Lakeside Fire Protection District	8/1/2042	3.33%	AA-	Sole
11/10/21	City of Fort Bragg	5/1/2044	3.35%	AA	Sole
9/15/21	Town of San Anselmo	8/1/2040	2.33%	AAA	Sole
8/25/21	City of Sanger	1/15/2021	2.79%	A+	Sole
7/15/21	City of Red Bluff	7/15/2039	2.71%	A+	Sole
6/29/21	Livermore Area Recreation and Park District	2/1/2038	2.49%	AA	Sole
5/25/21	Central Marin Police Authority	2/1/2041	2.51%	AAA	Sole
5/6/21	Town of Corte Madera	6/1/2045	2.97%	AAA	Sole
6/18/20	North County Fire Protection District	6/1/2040	3.28%	AA-	Sole
3/21/19	City of Chowchilla	7/15/2046	4.35%	A+	Sole

Pension Obligation Bonds

- County “borrows” money to make an ADP to pay off some or all UAL with CalPERS
- Government Code section 53583 (a) allows any local agency to issue bonds for the purpose of refunding any of its Revenue Bonds
- “Revenue Bonds” are defined to include “Bonds, warrants, notes, or other evidence of indebtedness of a local agency” payable from non-ad valorem property taxes (GC section 53570(b)(1))
- Courts have specifically held that an obligation to make an annual contribution to PERS is an indebtedness and that “indebtedness” is “traditionally understood [to] cover obligations under a pension plan.”
- Entities such as counties and cities need to validate their POB to confirm the UAL is a “debt” that can be refinanced.
- Validation takes approximately 4 months. This was conducted for the County’s prior CalPERS Side Fund refunding.
- Objective is to “re-shape” the overall pension liability payment(s)
 - Providing for better budget predictability and fiscal sustainability

Recent UAL Restructurings

- 85+ agencies (\$7.0B+) have issued UAL Restructuring bonds since 2020

- Rates: 2.50% to about 4.25%

- Most 2021 deals between 3.0% to 3.50%

- Slight uptick in rates for recent 2022 POBs:

- 1/12 La Habra (AA+): 3.04% rate
- 1/19 Lakeside Fire (AA-): 3.35%
- Current Market: 3.50% to 4.00%

										
Sierra County	Maywood	Poway	San Ramon	Paramount	National City	Oroville	Bellflower	Montclair	Lakeport	Corona
(2022)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)
\$18,990,000	\$18,550,000	\$43,825,000	\$23,345,000	\$17,365,000	\$83,395,000	\$19,225,000	\$13,030,000	\$62,190,000	\$7,920,000	\$276,710,000
AA-	AA (Ins.)	AAA	AAA	AA-	AA-	AA-	AA-	AA-	AA	AA+
										
Stanislaus CFPD	San Anselmo	Santa Ana	Commerce	Buena Park	Sanger	San Fernando*	Whittier	Redondo Beach	Red Bluff	Auburn
(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)
\$11,636,000	\$9,285,000	\$425,830,000	\$27,875,000	\$96,385,000	\$19,450,000	\$31,780,000	\$133,895,000	\$226,180,000	\$18,540,000	\$17,165,000
AA-	AAA	AA	AA-	AA+	A+	AA (Ins.)	AA (Ins.)	AA	A+	AA+
										
El Segundo	Willows	Corte Madera	Manhattan Beach	Huntington Beach*	Orange	Chula Vista	Downey	Monterey Park*	Ukiah	North County FPD
(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2020)	(2020)
\$144,135,000	\$8,510,000	\$18,955,000	\$91,275,000	\$363,645,000	\$286,485,000	\$350,025,000	\$113,580,000	\$106,335,000	\$49,875,000	\$20,305,000
AA+	A+	AAA	AAA	AA+	AA	AA	AA	AA	A+	AA-

* Secured by pension tax override

Long Term Rate History

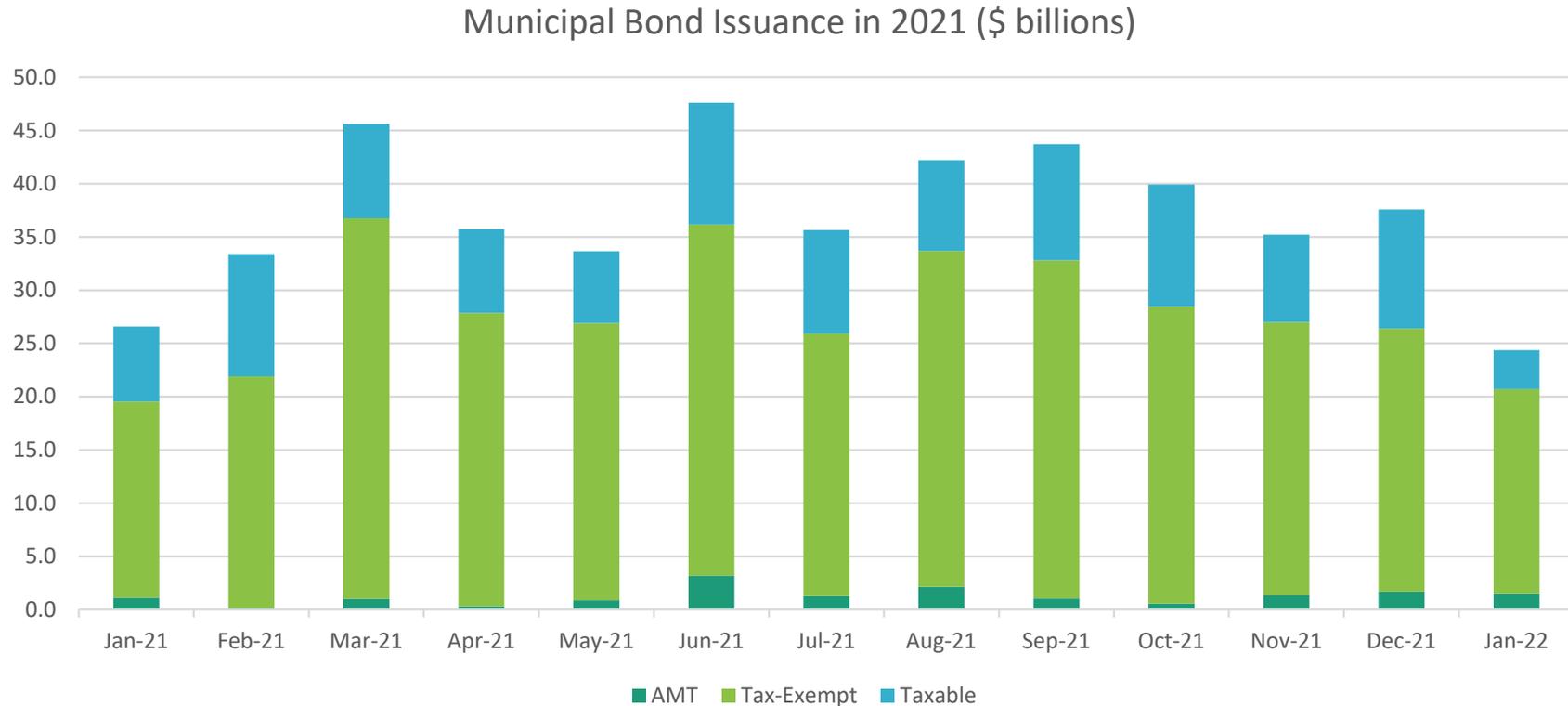
30-Year Treasury Yields
1991-2022



Source: TM3

- U.S. Treasuries are still near historic lows but have increased in recent weeks
 - High likelihood of Federal Reserve rate hike at mid-March meeting
- Demand for taxable bonds, like POBs, is still anticipated to remain strong given heavy redemptions (additional cash to be reinvested)

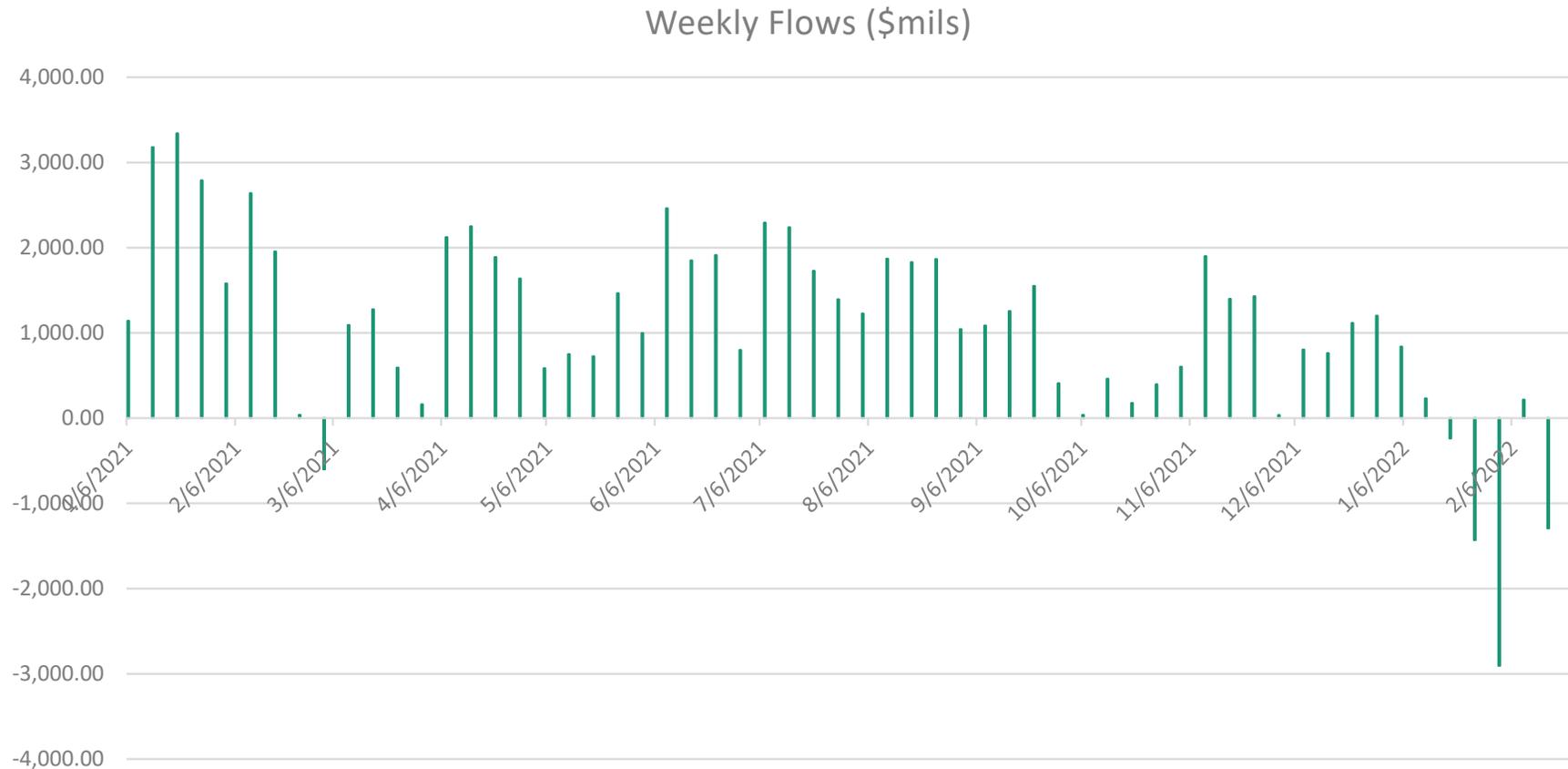
Municipal Bond Supply



- Issuance in 2021 came in at \$475.3 billion, which is shy of 2020's record issuance but still the second highest volume ever.
- Volume in January of 2022 totaled \$24.5 Billion.

Source: SIFMA

Municipal Bond Fund Flows

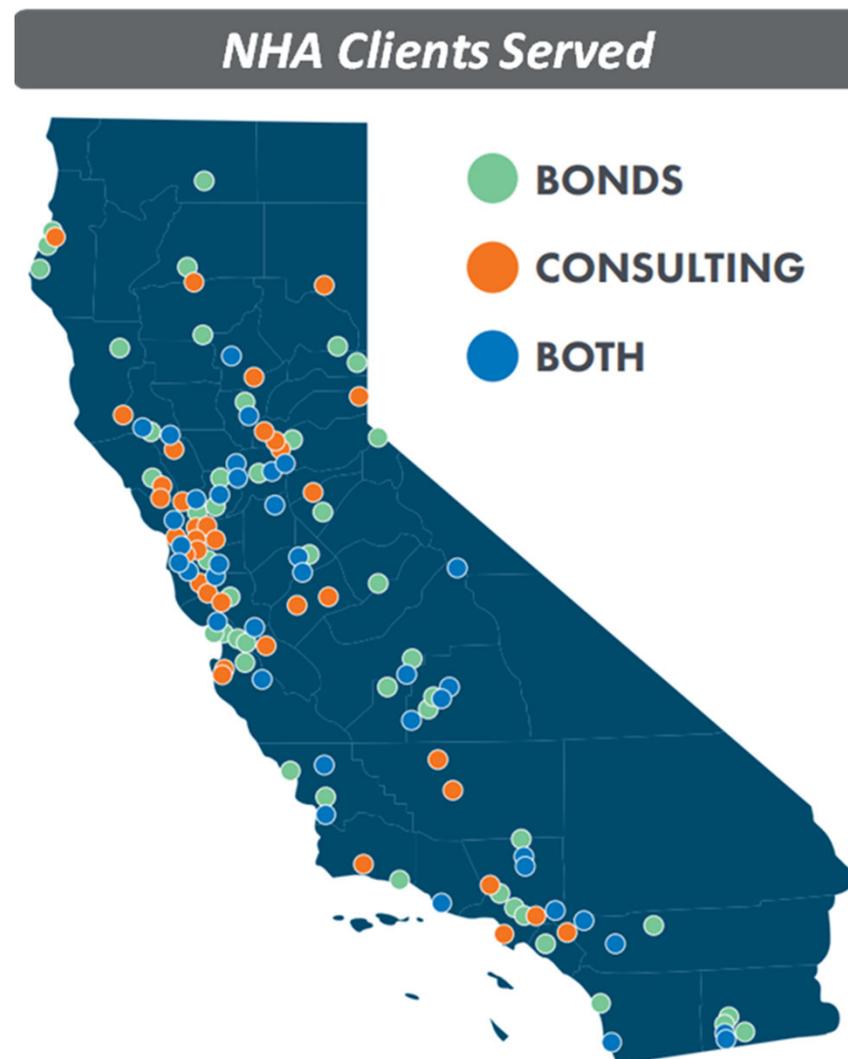


- Municipal bond mutual funds saw 3 straight weeks of outflows in January 2022, ending what had previously been 45 consecutive weeks of inflows in 2021.
- Municipal bond mutual funds have now seen outflows in five out the last six weeks.

Source: Refinitiv Lipper US Fund Flows data

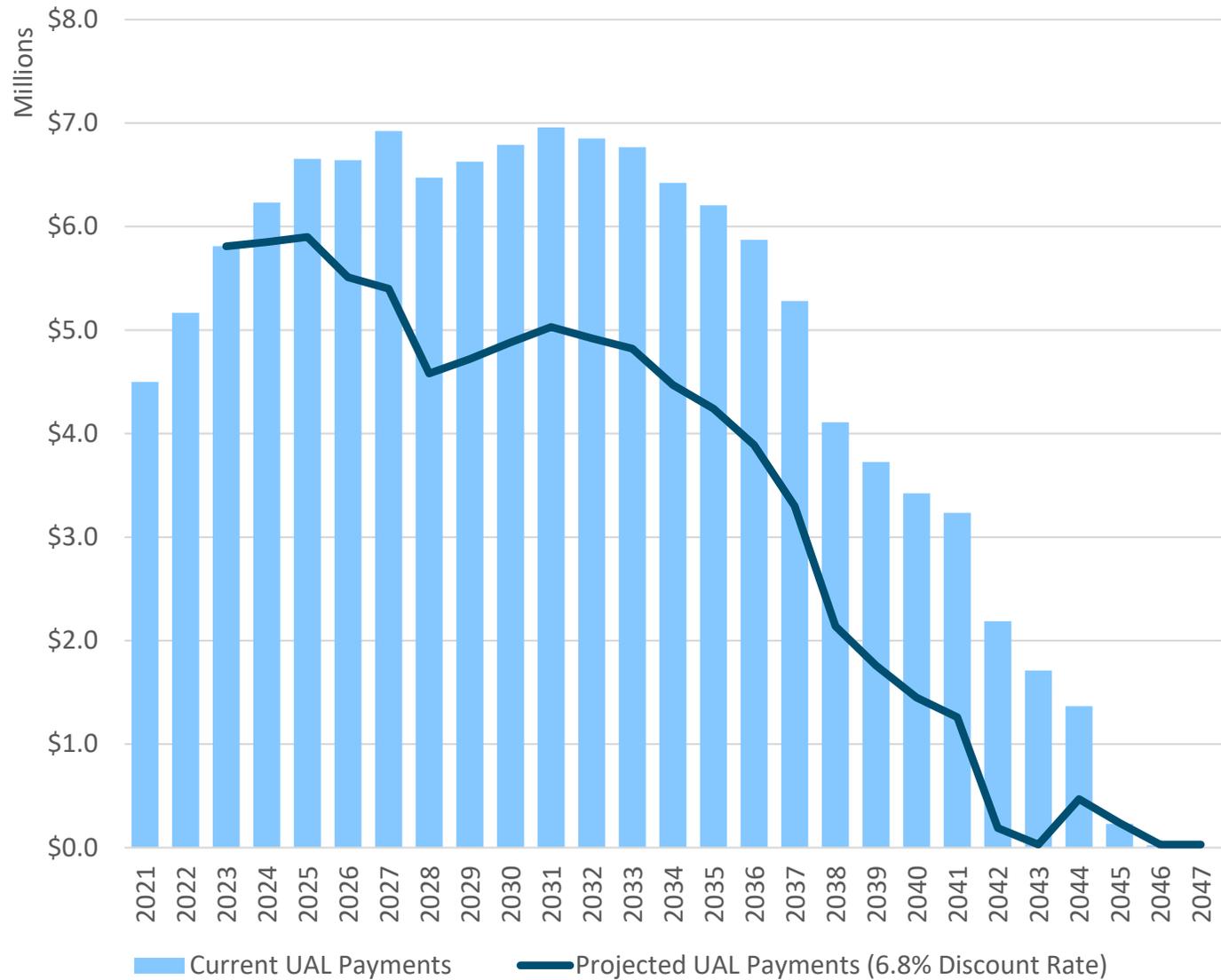
Introduction to NHA Advisors

- Headquartered in San Rafael, CA
 - Providing Municipal Advisory and Consulting Services to California agencies
- 8 Practice Groups to optimally serve public agencies (Capital Funding Solutions, Pension/OPEB, Utility, Energy/Climate Change, Policy, Continuing Disclosure, Land Development, etc.)
- Pension Group has served 75+ California public agencies
 - Education – NHA Summary Reports, White Papers, Newsletters, Workshops
 - Financial Planning – CalPERS Sensitivity Analysis / Modeling
 - Cost Management Strategies
 - Section 115 Trusts
 - Additional Discretionary Payments (ADPs)
 - **UAL Restructurings (POBs/LRBs)**
 - 20 over last 2 years for \$1.8 billion UAL funded
 - Stress Testing and Risk Assessment
 - Pension Funding Policies



Updated Projections: Projected UAL Payments after 21.3% Returns & New 6.8% Discount Rate

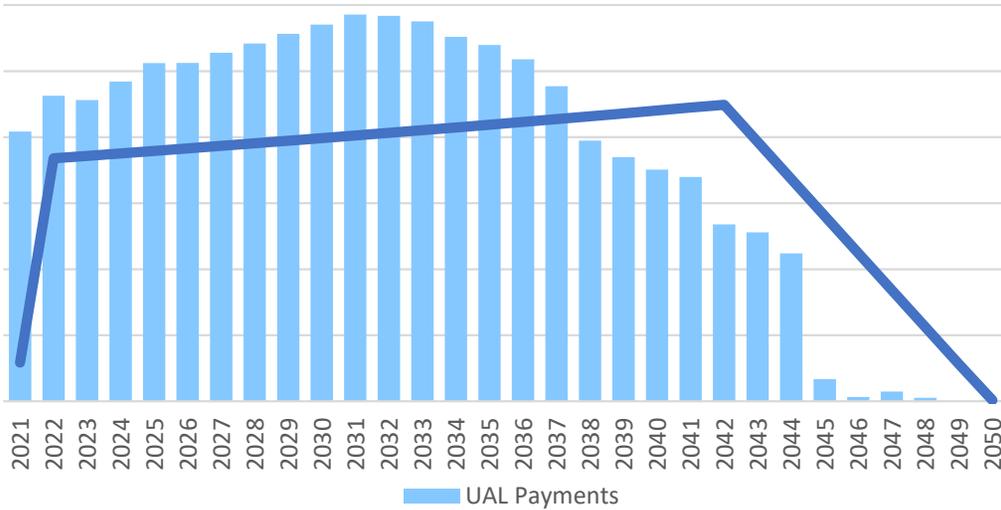
- The County's UAL is projected to **decrease from \$67M to \$51M**
- UAL change reflects:
 - FY 2021 returns of 21.3%
 - Discount rate reduction to 6.8%
- Annual payments (dark blue line) projected between \$5M and \$6M for next 6 years
 - Payments could rise back up again if CalPERS underperforms in FY 2022
 - \$63M UAL if PERS earns 0%
 - \$72M UAL if PERS earns -5%
- Normal Cost payments (not pictured here) will jump from \$3.1M per year to \$3.5M per year in FY 2024 due to discount rate reduction



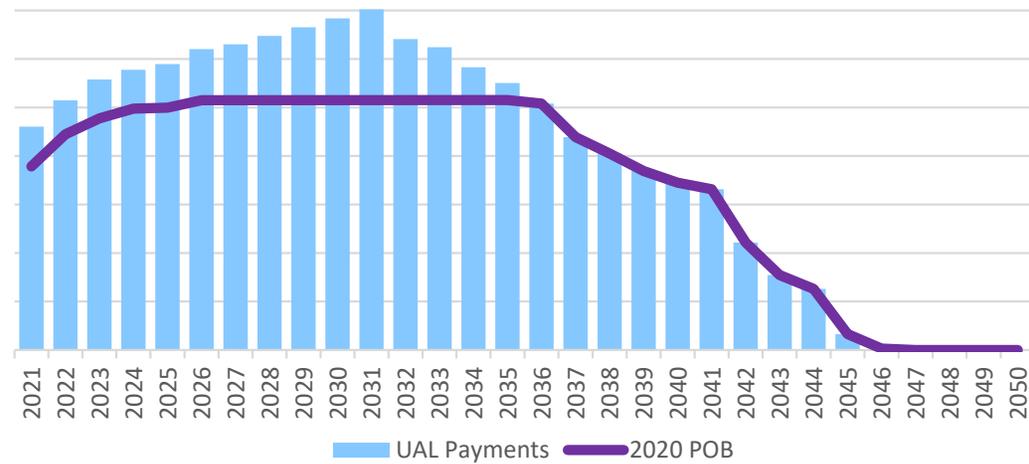
Recent Restructurings: Unique Approach for Each Issuer

No “One Size Fits” All Approach for POBs

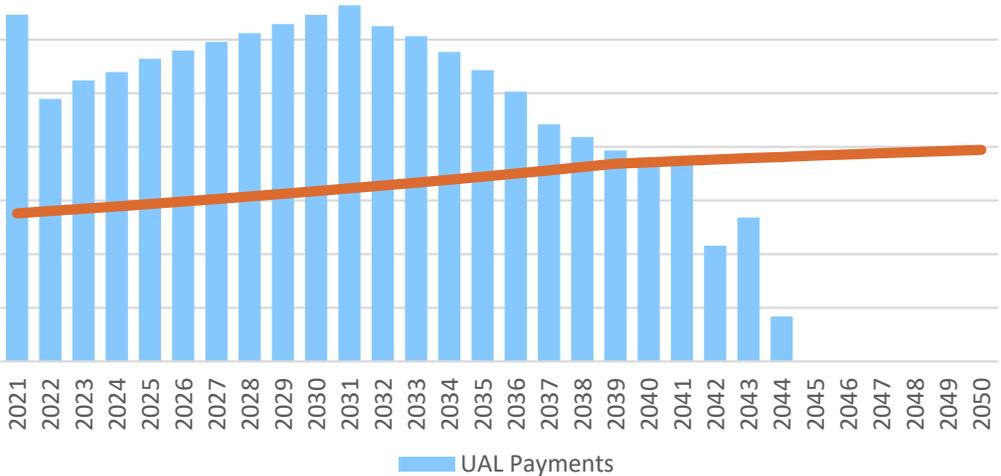
Ukiah: Upfront Relief + 1% Escalating + Linear Decline to 2050



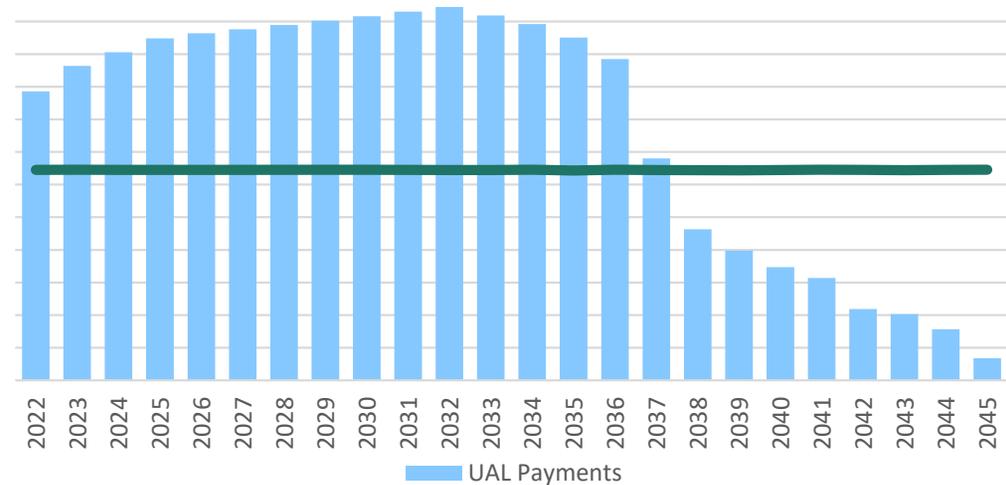
Riverside: Targeted Early Savings + “Chop the Peak” + No Dissavings



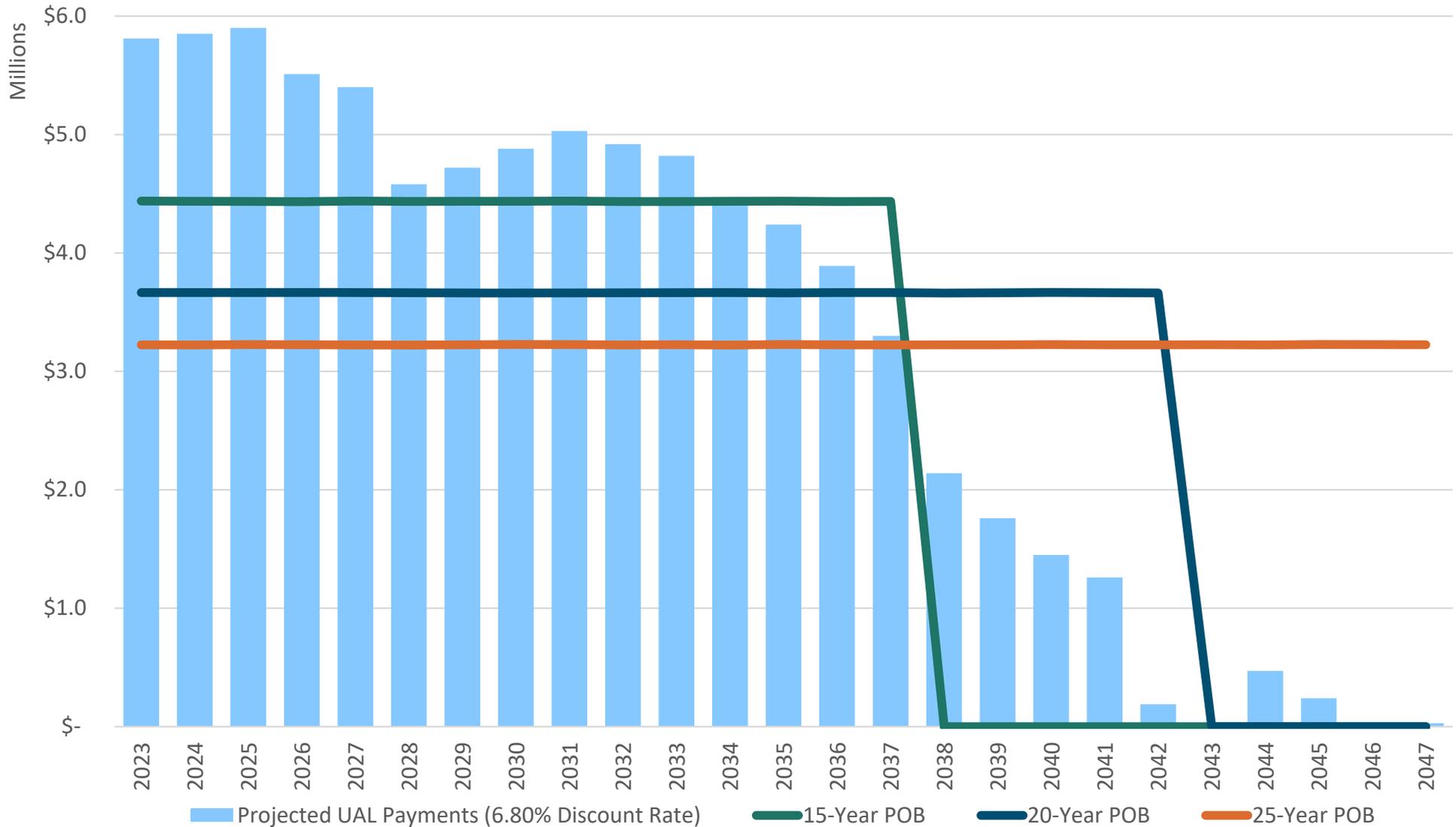
El Monte: 30-Year Restructuring Accommodating Pension Tax Override



Corte Madera: 24-Year Level



Mono County Preliminary UAL Restructuring Analysis



Note: Figures shown are preliminary estimates for illustration. Assumes CalPERS earns 6.8% investment earnings. Lines may represent combined debt service + unrefunded UAL payments.

Mono County

Preliminary UAL Restructuring Analysis

Metrics	15-Year POB	20-Year POB	25-Year POB
UAL Funded (\$)	\$51,080,000	\$51,080,000	\$51,080,000
% UAL Funded (Current Asset Valuations)	76%	76%	76%
Funded Ratio (Current Asset Valuations)	92%	92%	92%
% UAL Funded (Projected After FY 2021 Returns & 6.8% Discount Rate)	100%	100%	100%
Funded Ratio (Projected After FY 2021 Returns & 6.8% Discount Rate)	100%	100%	100%
Maturity	15 Years	20 Years	25 Years
Average Life	8.6 Years	11.6 Years	14.8 Years
All-In Interest Rate	3.50%	3.71%	3.87%
PV Savings (%)	20.54%	18.56%	17.18%
PV Savings (\$)	\$10,489,432	\$9,481,899	\$8,776,181
Cumulative Savings	\$14,380,254	\$7,637,448	\$315,026
Savings (2023-2037)	\$6,780,254	\$18,355,285	\$24,959,007
Average Annual Savings (2023-2037)	\$452,017	\$1,223,686	\$1,663,934

Note: Figures shown are preliminary estimates for illustration. Assumes CalPERS earns 6.8% investment earnings. Lines may represent combined debt service + unfunded UAL payments.

Mono County

Refining the Options if Strategy Pursued Further

- **Sizes:** 66% of UAL? 75%? 100%?
 - Balance maximizing savings (larger size) vs. reducing risk of being “overfunded” (less than 100% of UAL)
- **Term:** 20 Year? 25 Year? 30 Year?
 - Longer maturities have slightly higher interest rate BUT generate more cash flow savings in next 15-20 years AND enhance **resiliency** (*capacity to absorb future UAL shocks/increases*) given lower annual payment
- **Repayment Shape:**
 - Level vs. Escalating vs. other?
- Utilize County’s financial forecast to clarify budgetary challenges/constraints and other needs (reserves, CIP, etc.)
 - Use information to tailor UAL Restructuring options to meet multiple objectives

UAL Restructuring Pros & Cons Summarized

Primary Benefits

- Fiscal Sustainability Tool: “Re-shape” to “smoother” payments
- Near-Term Budgetary Savings
- Interest Rate Savings “Arbitrage”: Borrow at lower rates (currently \approx 3.75%) vs. CalPERS (currently 6.8%)
- Increase Funding Ratio
- Flexibility to Modify Maturity

Primary Risks

- **Reinvestment Risk:** Savings dependent on future CalPERS returns (unknown at issuance) through term of bond - *Primary concern of GFOA*
- *Rule of Thumb: Present value savings occur if PERS earns greater returns than pension bond interest rate*
- **Market-Timing Risk:** Near-term losses exacerbate the reinvestment risk given large lump sum deposit into the market

*These risks should be quantified through a **stress testing process** to better understand the impacts of potential poor investment performance by CalPERS*

What if CalPERS only earns 5%?

What if there is another 2008-like recession?

Preliminary/High-Level Stress Testing and Risk Assessment Based on 20-Year Option @ 3.71% Rate Shown Previously

Annual Underperformance

- Bar chart shows PV savings generated from POB assuming various CalPERS returns (2% up to 9%)



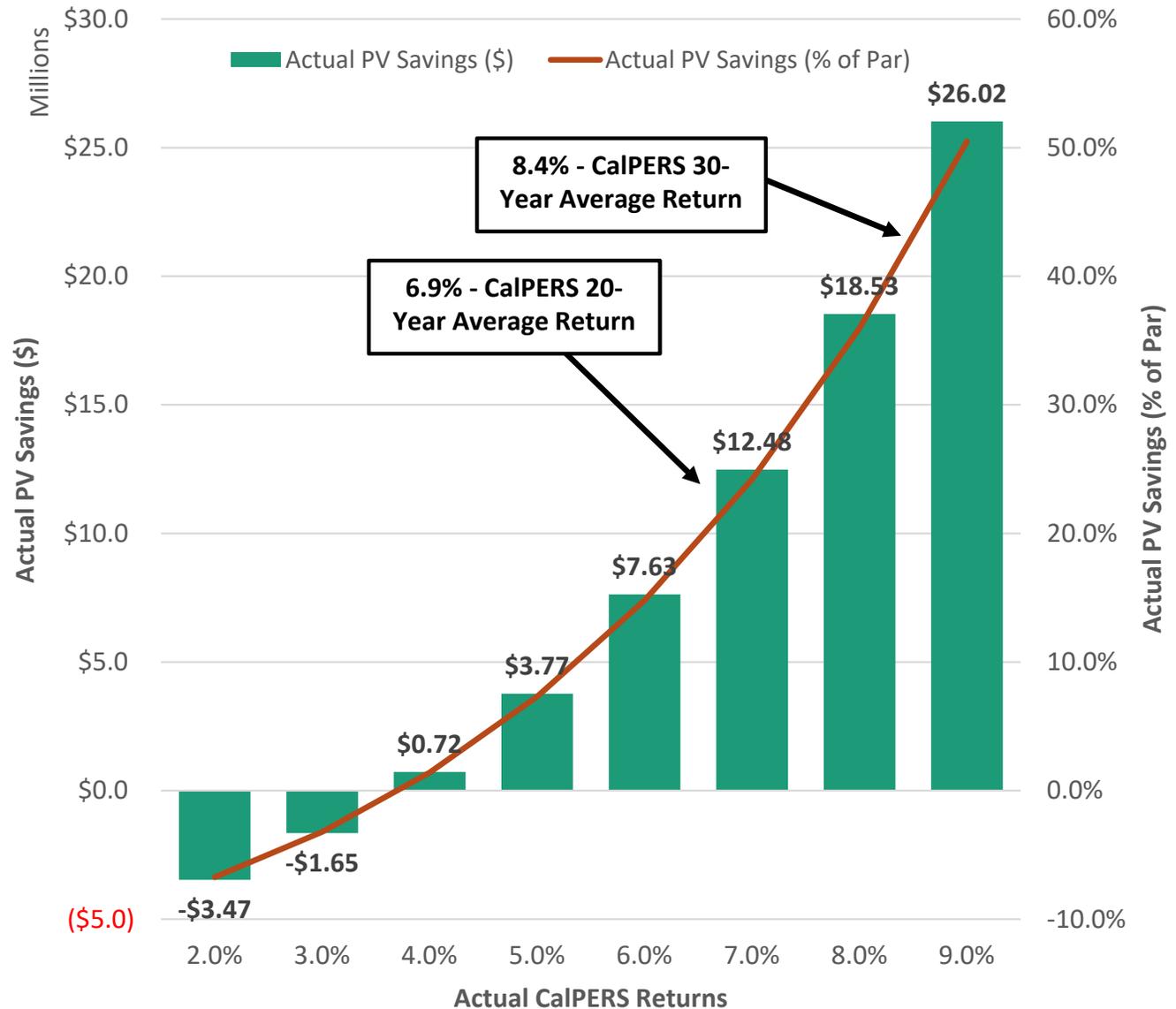
Market Timing Risk

- Table below shows PV savings if CalPERS loses significant amount in 1st year after POB (6.8% thereafter)



Market Crash Scenarios

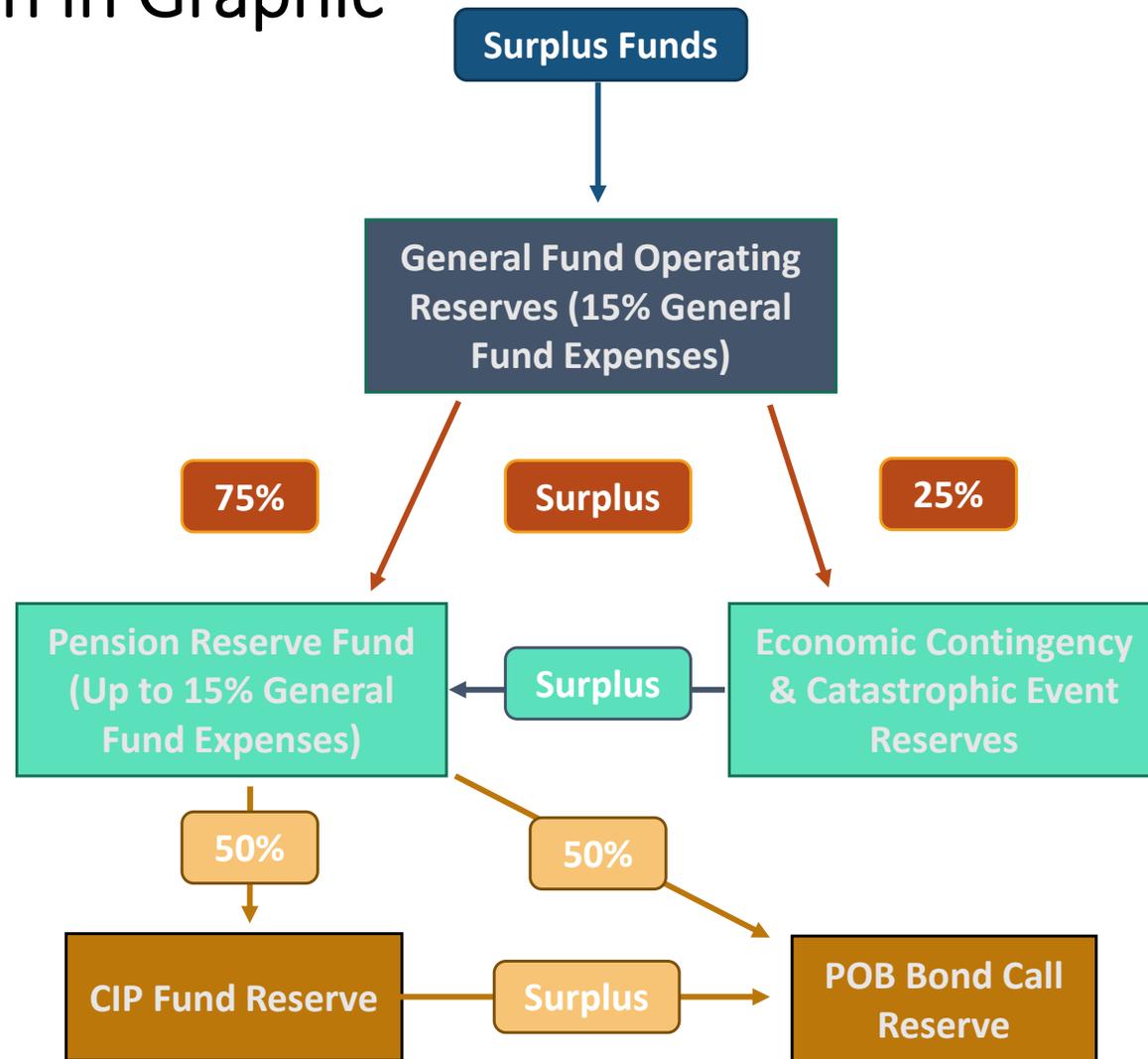
Actual CalPERS Returns	Actual PV Savings (\$)	Actual PV Savings (% of Par)
-10.0%	\$3,499,998	6.8%
-15.0%	\$1,141,942	2.2%
-20.0%	(\$1,216,114)	-2.4%
-25.0%	(\$3,574,170)	-6.9%



Recommendation: Pension Funding Policy

Hypothetical Example Shown in Graphic

- Integrated into a comprehensive reserve policy
 - Could provides direction and prioritization to use surplus funds for “filling up” County reserves and other important accounts
- Detailed projections that account for positive POB cash flow benefits under different CalPERS performance assumptions is a good planning tool
 - Also, a “credit positive” by rating agencies
- Beyond economic contingency reserves, surpluses may also be targeted towards funding Section 115 Trusts for additional future smoothing, if needed, of pension or OPEB costs
- Finally, funding an early redemption account of POBs, as well as other priority capital project funds may be considered



Note: Policy Graphic is provided for illustrative purposes only. Each agency should consider its unique needs and constraints for its own Pension Funding Policy.

UAL Restructuring Process

Hypothetical Timetable if Strategy Pursued Further

Winter/Spring 2022

Educational Workshops

Q&A with Board and Stakeholders

- *Workshops and Q&A can continue for as long during the process as is needed. Since Court Validation can take 3-4 months, there should be ample time for a full evaluation by the Board and community stakeholders.*

Spring 2022

Engage Bond Counsel and Underwriter

Board approval of basic legal documents and parameters of transaction (i.e. not to exceed interest rate)

Validation Proceedings initiated in Mono County Court

- ***Does not lock County into issuing bonds; starts legal process required to preserve future flexibility***

Spring/Summer 2022

Educational Workshops

Q&A with Board and Stakeholders

Legal documents and Preliminary Official Statement ("POS") drafted

Stress testing analysis & restructuring options refined

Credit rating process

Summer/Fall 2022

Validation proceedings completed

Reassess market and potential interest rates

Board approval of POS and preferred option, IF ANY

Sell and close bonds and pay off portion of UAL with CalPERS

- Validation preserves option for the County to issue a POB in the future
- Board must approve POS and other documents before any bonds can legally be issued

Conclusion

- The County's CalPERS Pension Liability (UAL) is its largest General Fund debt
 - Over \$50M projected CalPERS UAL
 - County's projected payments are front-loaded over the next 10 years.
 - Potentially crowds out other near-term County priorities
- If County desires to evaluate a UAL restructuring further, it is recommended that a comprehensive evaluation process be continued to ensure that decision makers and stakeholders understand the pros and cons, including risks, in order to make an informed decision that is in the best interests of the County
 - Evaluation process could occur in parallel with validation process to ensure efficiency and reduce risk of rising interest rates
- A POB is meant to assist with multiple strategies to address pension costs and can be a useful measure to mitigate inconsistency surrounding CalPERS performance
 - Portion of savings from POB could be leveraged to fund a Section 115 Trust, which could serve as a "shock absorber" to further mitigate future CalPERS underperformance



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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

Departments: County Counsel

TIME REQUIRED 15 minutes

SUBJECT Remote Work Policy and Dependent
Care Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

Stacey Simon, County Counsel; Jay
Sloane, Risk Manager

AGENDA DESCRIPTION:

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

Proposed resolution: A resolution of the Mono County Board of Supervisors adopting a policy regarding remote work applicable to the Mono County Public Employees (MCPE) bargaining unit. Discussion of related Dependent Care Agreement.

RECOMMENDED ACTION:

Adopt proposed resolution. Direct staff to implement Remote Work Policy as to any employees eligible for and approved to continue working remotely in accordance with the Policy, no later than by July 1, 2022. Provide any other desired direction to staff.

FISCAL IMPACT:

None. The policy is designed to be cost neutral to the County.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 7606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution re Remote Work Policy
Exhibit A (Remote Work Policy)
Employee Agreement (Remote Work Policy)
Dependent Care Agreement template

History**Time**

3/9/2022 10:20 AM

3/1/2022 4:53 PM

3/10/2022 3:55 PM

Who

County Counsel

Finance

County Administrative Office

Approval

Yes

Yes

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Anne L. Frievalt

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 Soane

Paralegal
Kevin Moss

Date: March 15, 2022

To: Honorable Chair and Members of the Board of Supervisors

From: Jay Sloane, Risk Manager

Subject: Remote Work Policy/Agreement and Dependent Care Agreement

Recommended Action:

Hear staff presentation on proposed Remote Work Policy and related Remote Work Agreement and proposed Dependent Care Agreement. Consider and potentially adopt resolution adopting Remote Work Policy Applicable to the Mono County Public Employees (MCPE) Bargaining Unit. Direct staff to implement Remote Work Policy as to any employees eligible for and approved to continue working remotely in accordance with the Policy, no later than by July, 2022.

Background:

A. Remote Work Policy and Agreement

During the COVID-19 pandemic, Mono County employees shifted to a remote work and hybrid remote work/in-person system. As the pandemic continues, and even as we move beyond it, it is proposed that the County continue to allow remote work for certain positions where on-the-job presence is not required each workday, provided that County service, productivity, and performance objectives are met.

The proposed Remote Work Policy (and related Remote Work Agreement) establishes a process whereby an employee requests to enter into a Remote Work Agreement with their supervisor. The supervisor would then review the circumstances of the request (is the work of a type that may be performed remotely, is the employee capable of working effectively without significant in-person supervision, etc.?). Based on that review and an interactive discussion with the employee, the supervisor would either approve the request as made, or with modifications, by entering into a Remote Work Agreement with the employee setting forth the guidelines and expectations for the remote work, or deny the request.

Because remote work is a privilege, and not a right, there is no obligation for a supervisor to grant any employee's request to work remotely. However, the CAO may overrule a

departmental decision to grant or deny a request where doing so is in the best interests of the County.

The Remote Work Policy and Agreement were developed based on interviews with each individual department head, input and work by a policy committee comprised of a subset of department heads and discussions at several department head meetings. The Policy and Agreement were then submitted to the Mono County Public Employees (MCPE) bargaining unit for review and were accepted by MCPE without modification. Because other bargaining units do not include positions which may be performed remotely, the policy would apply only to positions within MCPE.

Because the Policy requires that departments enter into individual Remote Work Agreements with any employee requesting continued remote work who is determined (in accordance with the Policy) to be qualified, it will take some time for the Policy to be implemented. Accordingly, it is proposed that there be a “phase in” period during which departments can work with their staff to determine eligibility and, ultimately, prepare and execute individual Employee Agreements. The recommended action includes a July 1, 2022, deadline by which departments must either have a remote work agreement in place for an employee, or the employee would return to full-time in-person work.

The Board is now being asked to adopt a resolution to implement the Policy with the July 1, 2022, date for full implementation.

B. Dependent Care Agreement

The creation of a Remote Work Policy, which is not designed to address dependent care issues, highlighted the need for a different mechanism to address the needs of employees who have significant dependent care responsibilities and a lack of care options in the community. Those employees might require flexibility in work hours or break periods, the ability to work remotely at times, or other arrangements to enable them to effectively perform their jobs while balancing the demands of dependent family members, for a limited period of time.

The proposed Temporary Agreement for Dependent Care Arrangements attempts to implement family friendly policies and recognize the needs of departments to make arrangements that enable employees to continue to be a productive member of the team, while balancing complicated and demanding dependent care situations.

The process would be similar to that outlined for remote work, with the employee requesting to enter into a Temporary Agreement for Dependent Care Arrangements with their supervisor. Agreements would last no longer than six months but, if needed and agreeable to both the department and the employee, a new Agreement could be entered into for subsequent six-month periods. As with the Remote Work Policy and Agreement, the purpose is meet the needs of employees, without sacrificing County services, productivity or performance objectives.

Because there is no policy associated with the Dependent Care Agreement, there is no need for the Board to take action by resolution to adopt it. This portion of the agenda

item is merely informational and for the purpose of obtaining any Board input on the proposal.

Fiscal Impact:

None. The Policy would be cost neutral to the County.

Attached:

Mono County Remote Work Policy. Mono County Remote Work Employee Agreement. Resolution R22-___ establishing the policy.



R22-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING A POLICY
REGARDING REMOTE WORK APPLICABLE
TO THE MONO COUNTY PUBLIC EMPLOYEES (MCPE)
BARGAINING UNIT**

WHEREAS, the County of Mono continually seeks opportunities to expand its ability to recruit exemplary candidates, retain a premier workforce, and respond to trends in the labor market; and

WHEREAS, technological advancements facilitate increased connectivity over distant locations between employers, employees, and for the benefit of the customer base served; and

WHEREAS, the County of Mono has invested in the information technology infrastructure which allows employees in many service areas to meet operational needs from remote locations; and

WHEREAS, the ongoing Coronavirus pandemic of 2020 brought about an unprecedented need for local governments to demonstrate flexibility in adapting previously utilized service delivery models; and

WHEREAS, the County of Mono seeks to continue its successful implementation of remote work arrangements for employees in specific circumstances that are compatible with business requirements, as determined by department managers; and

WHEREAS, a countywide policy establishes general guidelines, criteria, and expectations in connection with a remote work policy for employees.

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

SECTION ONE: The Mono County Remote Work Policy attached hereto as Exhibit A and incorporated herein by this reference is hereby approved and adopted, in its entirety.

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

AYES:

NOES:

ABSENT:

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ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

EXHIBIT A

County of Mono Remote Work Policy

Purpose

Remote working is an arrangement that allows eligible Mono County employees requesting remote work authorization to work in a designated area outside their regular work location. Where a request is approved, remote working is a cooperative arrangement between employees, supervisors, and employing departments. Administration of the Remote Work Policy and Program within each department is under the authority of the department head or designee, with oversight by the County Administrative Officer.

Remote work can be on a regular and recurring, or an occasional basis. Regular and recurring means an employee works away from the regular worksite on an established day or days, and on a recurring schedule. Occasional remote working means an employee works away from the office on an infrequent, one-time, or irregular basis. This option provides an arrangement for employees who generally need to be in the office, but who sometimes have projects, assignments, or other circumstances that meet the eligibility criteria.

Remote work benefits employees, departments, the County of Mono, and the community. Benefits include:

- Recruitment and retention of highly qualified employees
- Greater flexibility for employees and departments
- Improved employee morale and job satisfaction
- Reduced employee absenteeism
- Reduced employee commute time and costs
- Decreased energy consumption, air pollution, traffic and parking congestion, and transit overcrowding.
- The ability to continue to perform County services during an emergency (such as a wildfire or other natural disaster), severe weather event, power interruption, pandemic, or other unexpected events which would render the principal work location inaccessible or unsuitable.

Policy

Remote work is a privilege, not a right. All County employees who work remotely must have an approved remote work agreement under this policy. A County department may have additional remote work requirements, guidelines, or procedures, provided they are consistent with the intent of this program. Subject to the oversight of the County Administrative Officer, a department head may determine to not allow remote work based upon department performance objectives, customer service objectives, staffing shortages, supervisory needs, training objectives, or for any reason that is not arbitrary or capricious.

Remote work does not change the duties, obligations, responsibilities, or terms and conditions of County employment. Remote work must not reduce employee, department, or County productivity or performance. Employees who are working remotely must comply with all County rules, policies, practices, and instructions.

In addition to allowing employees to work from an alternate location for all, or a portion of the normal work week, a remote work arrangement may also include flexibility in the hours worked, as long as those hours do not violate any laws, regulations, policies, or contractual obligations and are approved by the department. However, an employee who is working remotely must perform work during scheduled working hours, unless otherwise

EXHIBIT A

approved by their supervisor. Employees may not engage in activities that are inconsistent, incompatible, and in conflict with County business while working remotely and any perform any activity that would otherwise not be permitted at the regular worksite such as personal business or dependent care. Employees should check with their supervisor regarding the possibility of implementing a flexible work arrangement for such circumstances. Employees who are working remotely may take care of personal business during unpaid lunch periods or using paid leave, as they would at the regular worksite.

Employees must read this Remote Work Program Policy, review the [IT Policies](#), be familiar with [Home/Remote Work Resources](#) on SharePoint, work with their supervisor on a remote work agreement through the departmental approval process, and receive permission from their department before they are allowed to work remotely.

A supervisor or a department may deny, end, or modify a Remote Work Agreement for any business reason that is not arbitrary or capricious. Similarly, an employee may end or request to change a remote agreement. Employees may be removed from the Remote Work Program if they do not comply with the terms of their remote work agreements or for any business reason including but not limited to unsatisfactory work performance or misuse and/or abuse of this policy. Finally, the County Administrative Officer may approve, modify or deny a Remote Work Agreement if he or she determines that it is the best interests of the County to do so.

The Mono County Remote Work Policy and Program is voluntary on the part of the employee and is intended to be cost neutral. The County is not required to provide employees electing to work remotely with materials or supplies, or cover additional expenses needed to establish an alternate worksite (desk, chair, computer, software, cell phone, fax, copier, etc.), and assumes no responsibility for set-up or operating costs at an alternate worksite (telephone or internet services, etc.).

In some cases, as approved by the department, employees may work on a personal computer. However, the IT Department will only provide support for County computers. Remote employees may be contacted by the County via their cell phone (as a secondary measure of communication), but remote employees are not entitled to cell phone reimbursement from the County. Determination for cell phone reimbursement falls within the Mono County Cell Phone Policy.

Departments have the sole discretion to provide equipment, software, or supplies, or allow employees to use their personal equipment while working remotely, unless the County Administrative Officer directs otherwise. Departments providing equipment, software, or other supplies to remote employees must reasonably allocate those resources based on operational and workload needs and coordinate any request for equipment with IT before committing to the allocation.

Employees shall adhere to all laws, regulations, County policies and rules while working remotely.

Eligibility

Eligibility for remote work is based on both the position and the employee. Not every job, or every employee, is well-suited for remote work.

EXHIBIT A

A. Position eligibility

An employee's position may be suitable for remote work when the job duties:

- Are independent in nature
- Are primarily knowledge-based
- Lend themselves to measurable deliverables
- Do not require the employee's immediate presence at the regular worksite to address unscheduled events, unless alternative arrangements for coverage are possible
- Are not essential to the management of on-site workflow
- Not required to engage in daily or regular face-to-face interaction with the public
- Can be performed at a remote location during a regularly scheduled workday or portion thereof

B. Employee Eligibility

When considering an employee request to work remotely, the Supervisor shall consider whether the employee has:

- Demonstrated dependability, responsibility, and integrity
- Effective communication with supervisors, coworkers, and clients
- Demonstrated motivation and good judgment
- The ability to work independently
- A consistently high rate of productivity
- A high level of skill and knowledge of the job
- The ability to prioritize work effectively
- Good organizational and time management skills.
- Passed probation (unless this requirement is specifically waived by the department head or designee).

Employees who fail to uphold County obligations, such as meeting performance standards or workplace conduct expectations, are not eligible to work remotely.

Employees who work remotely must be available to work at the regular worksite on remote days as needed, as determined by their supervisor. Conversely, occasional requests by employees to change their regularly scheduled remote days should be accommodated by the supervisor, whenever possible. Employees must obtain prior authorization to change a regularly scheduled remote day. The remote worker and their department head or designee must review and sign the Remote Work Agreement at least every six months.

Work Hours

All the rules applicable at the regular worksite are applicable while working remotely. These include, but are not limited to:

EXHIBIT A

- Remote employees must perform their designated work during scheduled work hours, unless otherwise approved by their supervisor.
- Employees must account for and report time spent working remotely the same way they would at the regular worksite, or according to the terms of the remote work agreement
 - o Time accounting should be included in the remote work agreement
- Employees may work overtime only when directed to do so and approved in advance by the supervisor
- Employees must obtain approval to use vacation, sick, or other leave in the same manner as departmental employees who do not work remotely.
- Remote employees who become ill must report the hours actually worked and use sick leave for hours not worked.
- Remote employees must come into the office on a regularly scheduled remote_day when the department requires it.
- Remote employees are expected to respond in a timely manner and be available and accessible by phone, email, video calls during work hours.

Worksite

A remote employee must have a work area suitable for performing official business. Requirements for the designated work area will vary depending on the nature of the work and the equipment needed and may be determined by the department. An example of a work area that meets the ergonomic and efficiency standards can be viewed [here](#), and remote employees shall familiarize themselves with how to have an appropriate desk setup at the previous link and also watch the video [here](#).

Because remote employees must work in an environment that allows them to perform their duties professionally, safely, and efficiently, the County and/or department may request photographs of the employee's designated work area to determine compliance with department and County expectations.

The County is not liable for damages to an employee's personal or real property while the employee is working at an alternate worksite.

Equipment and Supplies

A remote employee must identify the equipment, software, supplies, and support required to successfully work at an alternate location, which shall be listed in the remote work agreement. If the department does not provide the needed equipment, software, supplies, or support, and the employee does not have them, the employee will not be eligible to work remotely.

A. County Equipment

Equipment, software, or supplies provided by the County are for County business only.

A remote employee does not obtain any rights to County equipment, software, or supplies provided in connection with remote work. The employee must immediately return all County equipment, software, and supplies at the conclusion of the remote work arrangement or at the department's request.

A remote employee must protect County equipment, software, and supplies from possible theft, loss, and damage. The remote employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

EXHIBIT A

Any equipment, software, files, and databases provided by the County shall remain the property of the County. A remote employee must adhere to all software copyright laws and may not make unauthorized copies of any County-owned software or data. Employees may not add hardware or software to County equipment without prior written approval.

B. Personal Equipment

Employees who use their personal equipment for working remotely are responsible for the installation, repair, and maintenance of the equipment. The IT Department will not provide support for personal devices.

Remote employees must understand and agree that, to the extent allowed by law, the County is entitled to, and may access, any personal equipment used while working remotely, such as a personal computer, telephone, fax machine, monthly bills, and internet records.

Employees must contact their supervisors if equipment, connectivity, or other supply problems prevent them from working while working remotely. Additionally, supervisors must address employee performance issues related to remote employee internet connectivity, cell phone connectivity, and equipment problems. If equipment, connectivity, or other supply problems prevent an employee from effectively working remotely, then the department may determine that remote work is not allowed under these circumstances. If the remote worker encounters constraints that prohibit them from continuing the remote engagement (e.g., required equipment fails), the remote worker must either report to their primary work location to continue working, or notify their department head or designee to determine if alternate work location and/or assignments can be arranged to continue the remote engagement. Alternatively, with department head or designee approval, the employee may take remaining time off via vacation or personal leave time banks (excluding sick leave).

Security of Confidential Information

All files, records, papers, or other materials created while working remotely are County property. Remote employees and their supervisors shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. **A department may require employees to work in private locations when handling confidential or sensitive material.** Departments may prohibit employees from printing confidential information in remote locations to avoid breaches of confidentiality or disclosure of any sensitive information.

Employees may not disclose confidential or private files, records, materials, or information, and may not allow access to County networks or databases to anyone who is not authorized to have access.

California Public Records Act

The California Public Records Act applies to county records regardless of location or the device upon which they are stored or maintained. Public records include any writing or recording containing information relating to the conduct of the public's business that is prepared, owned, used, or retained by the County regardless of physical form or characteristic. Public information means the contents of a public record. Upon receipt of an appropriate request, and subject to authorized exemptions, a remote employee must permit inspection and examination of any public record or public information in the employee's custody, or any segregable portion of a public record, within required time limits.

EXHIBIT A

Procedures

Employees must complete the following steps before working remotely:

1. Talk with the supervisor to determine eligibility
2. Read and agree to the Remote Work Program Policy
3. Complete the remote work agreement with their supervisor
4. Receive approval of the remote work agreement in accordance with the department's approval process

Denial of Application

The County's Remote Work Policy and Program is not subject to the grievance procedures in any Memorandum of Understanding, or to any other review or appeal procedures, except as noted in this policy.

An employee may appeal a denial of their application to the department head or designee. If the supervisor who issued the denial is the department head, then the denial may be appealed to the Human Resources Director or designee. The decision of the department head or designee is final, unless the County Administrative Officer determines that the best interests of the County require a different outcome and exercises his or her oversight authority to direct otherwise.

V1.26.2022

County of Mono Remote Work Agreement

I. Employee Information

Name:

Title:

Department:

Division/Unit:

Immediate Supervisor:

II. Remote Working Information

Start Date of Agreement:

End Date/Review Date of Agreement:

Agreements should be revisited every six months at a minimum.

Remote Work Schedule (i.e., days of the week):

Remote Work Hours (i.e., 8:30am – 5pm with 30min lunch at 12pm):

Designated work location:

Who is your internet provider?

What is your internet bandwidth:

15Mbps needed for Zoom/Jabber

<https://www.speedtest.net/>

III. Remote Work Equipment and Supplies

The Mono County Remote Work Policy and Program is voluntary on the part of the employee and is intended to be cost neutral. The County is not required to provide employees electing to work remotely with materials or supplies, or cover additional expenses needed to establish an alternate worksite (desk, chair, computer, software, cell phone, fax, copier, etc.), and assumes no responsibility for set-up or operating costs at an alternate worksite (telephone or internet services, etc.).

Do you need (and have) a confidential space to work? Yes ____ No _____

If YES, please identify your primary remote work location (e.g. employee's primary residence, parent's address, significant other's residence, etc.):

If NO, please provide the location of where you plan to perform remote work and how you will arrange for a confidential space to work:

Do you have a desk & chair which will allow you to work productively & comfortably?

Will you use a county or personal computer? _____

Needed software/systems for personal computer: _____

How many monitors will you be using to perform remote work? _____

Do you need (and have) a printer to perform your remote work duties? _____

What office supplies do you need to perform your job remotely? (Do you have them?)

Other: _____

IV. Remote Work Plan

What work assignments and/or projects will you perform while working remotely?

Primary means of contact (e.g., Jabber, Teams, Zoom etc.): _____

Secondary Means of contact (e.g., cell phone number): _____

Employee Acknowledgements

- I have read and will comply with the Mono County Remote Work Program Policy
- I understand and agree that remote work is a privilege, not a right, and is not subject to the grievance process.
- I understand and agree that I am responsible for maintaining the security of County equipment, supplies, and information while working remotely and that I may be responsible for paying the costs to repair or replace such equipment if it is damaged due to my negligence or lack of care.
- I understand and agree that I must comply with all procedures designed to protect sensitive County information, including information that is confidential, private, personal, or otherwise sensitive, while working remotely.
- I understand and agree that remote work is not a substitute for dependent care and that I must make alternate arrangements for such care.
- I agree to accurately record and submit the hours I work while working remotely.

- I understand and agree that I must come into the office on a regularly scheduled remote day when my department requires me to do so and that I am not entitled to “make-up” any missed remote day.

- I understand and agree that I have elected to work remotely and that my department is not required to provide me with any equipment or supplies I may need while working remotely.

- I understand that I remain liable for injuries to third persons and members of my family on my premises. The County is not liable for damage to my real property.

- I understand and agree that I am responsible for designating a work space for the installation of equipment to be used while working remotely. I will maintain the space in a safe condition, free of hazards and other dangers to me and to County equipment, and in a manner conducive to performing the work assigned while working remotely. I will be responsible for the ergonomics of my remote office.

- I understand and agree that any tax implications related to the home work space are the responsibility of the remote employee and that I may discuss any issues with my tax advisor.

- I understand and agree that I am responsible for the following expenses and the County will not pay or reimburse me for these costs:
 - Utility costs for electronics including internet/wifi connection, etc.
 - Costs associated with the home or other offsite work location
 - Travel expenses associated with travel to my selected remote work location or to my regular County office
 - Costs of supplies that are regularly available at the County offices (unless agreed to in advance in writing)

- I understand that my ability to participate in the Remote Work Policy may be revoked in the event of unsatisfactory work performance, or misuse and/or abuse of this policy.

- This agreement shall be interpreted in accordance with the laws of the State of California; in the event of any dispute, venue shall be in Mono County.

- I have discussed this agreement with my supervisor. I agree to comply with all terms and conditions in this application and agreement. I understand this agreement can be ended for a business reason of the department or County at any time.

Employee Signature:

Date:

Supervisor Name:

Supervisor Signature:

Date:

Department Head Final Review and Approval

Department Head Name:

Department Head Signature:

Date:

Upon completion, scan a copy of the agreement to the HR Department and keep a department copy on file.

Note: commentary in yellow highlight is meant to be removed by the department.

Temporary Agreement for Dependent Care Arrangements

This Temporary Agreement for Dependent Care (“Agreement”) memorializes the temporary arrangements made to allow the employee named below to continue to work while providing care for a dependent spouse or domestic partner, parent, or child. The term “dependent” includes adults with demonstrated special needs and/or children requiring care commensurate with their age/need, where no alternative care arrangement is currently and immediately available. Additionally, the request to participate in this Temporary Agreement for Dependent Care Arrangements means that the employee has fully exhausted all of his/her available options to provide for alternative care arrangement.

This Agreement documents the work arrangement and expectations so that the employee can be successful in productively performing their job duties while the County provides family friendly business practices without sacrificing County services. This Agreement is not meant to address interactive process accommodations related to medical conditions, which are subject to an alternative process.

This Agreement is temporary and subject to periodic department review and approval. Where possible, the employee will be provided 30 days’ notice prior to modifying or cancelling the Agreement prior to expiration, so that the employee may make alternate dependent care arrangements.

Employee Information

Name:

Title:

Department:

Division/Unit:

Immediate Supervisor:

The department should have a conversation with the employee to understand their request and needs prior to working on an agreement. This template is meant to serve as a guide to address anticipated arrangements related to remote work and alternate schedules. Note that not every final agreement will include remote work, nor will every final agreement include modified work schedules. The content of the final agreement depends on the needs of the employee and the ability of the department to provide flexibility to meet those needs without compromising the work of the department or County.

Start Date of Agreement:

End Date of Agreement:

Temporary Agreements should terminate at least every 6 months, but subsequent agreements may be entered into if the department and employee agree.

How long to you anticipate the need for this arrangement?

This is for the department to better understand the employee's needs

[Optional] Remote Work Schedule:

Use this section if remote work is an approved component of the employee's dependent care agreement.

The employee is authorized to work remotely on the following days: _____

[Optional] Work Schedule Modification:

Use this section if the employee is authorized to arrive to work or depart from work at times that vary from the standard 8:00 am - 5:00 pm schedule (M-F) or who is authorized to deviate from the standard one-hour lunch hour break or regular 15-minute break schedule.

The below modified work schedule is agreed to by the department and the employee:

Work Productivity:

This section addresses how the employee will manage their work responsibilities while working a modified schedule or remotely.

Remote Work Requirements

Please complete the following three sections if remote work is approved under this agreement. If not, then please delete the following three sections.

I. Remote Work Location and Internet Specifics

Designated remote work location:

Name of internet provider:

Internet bandwidth:

15Mbps needed for Zoom/Jabber

<https://www.speedtest.net/>

II. Remote Work Equipment and Supplies

The County is not required to provide employees requesting to work remotely with materials or supplies, or cover additional expenses needed to establish an alternate worksite (desk, chair, computer, software, cell phone, fax, copier, etc.), and assumes no responsibility for set-up or operating costs at an alternate worksite (telephone or internet services, etc.).

Do you need (and have) a confidential space to work? _____

Do you have a desk & chair which will allow you to work productively & comfortably?

Will you use a County or personal computer? _____

Needed software/systems for personal computer: _____

How many monitors will you be using to perform remote work? _____

Do you need (and have) a printer to perform your remote work duties? _____

What office supplies do you need to perform your job remotely? (Do you have them?)

Other: _____

III. Remote Work Plan

What work assignments and projects will you be performing while working remotely?

Primary means of contact (e.g., Jabber, Teams, Zoom etc.): _____

Secondary Means of contact (e.g., cell phone number): _____

Employee Acknowledgements

I understand and agree that this agreement may be cancelled at the department's discretion, without notice and it is not subject to the grievance process.

I understand and agree that I am responsible for maintaining the security of County equipment, supplies, and information regardless of the location of my work and that I may be responsible for paying the costs to repair or replace such equipment if it is damaged due to my negligence or lack of care.

I understand and agree that I must comply with all procedures designed to protect sensitive

County information, including information that is confidential, private, personal, or otherwise sensitive, while working remotely.

I agree to accurately record and submit the hours I work while working remotely and/or under a modified schedule.

I understand and agree that I have elected to work remotely and that my department is not required to provide me with any equipment or supplies I may need while working remotely.

I understand that I remain liable for injuries to third persons and members of my family on my premises. The County is not liable for damage to my real property. **Delete if remote work is not a part of this agreement.**

I understand and agree that I am responsible for designating a workspace for the installation of equipment to be used while working remotely. I will maintain the space in a safe condition, free of hazards and other dangers to me and to County equipment, and in a manner conducive to performing the work assigned while working remotely. I will be responsible for the ergonomics of my remote office. **Delete if remote work is not a part of this agreement.**

I understand and agree that any tax implications related to the home workspace are the responsibility of the remote employee and that I may discuss any issues with my tax advisor. **Delete if remote work is not a part of this agreement.**

I understand and agree that I am responsible for the following expenses and the County will not pay or reimburse me for these costs:

- Costs, including utility costs, associated with the home or other offsite work location
- Travel expenses associated with travel to my selected remote work location or to my regular County office
- Costs of supplies that are regularly available at the County offices (unless agreed to in advance in writing) **Delete if remote work is not a part of this agreement.**

This agreement shall be interpreted in accordance with the laws of the State of California; in the event of any dispute, venue shall be in Mono County.

I have discussed this agreement with my supervisor. I agree to comply with all terms and conditions in this application and agreement. I understand this agreement can be ended for a business reason of the department or County at any time without notice.

Employee Signature:

Date:

Supervisor Name:

Supervisor Signature:

Date:

Department Head Final Review and Approval

Department Head Name:

Department Head Signature:

Date:

HR Director Signature: _____

Date:

County Counsel Signature:

Date: _____



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

Departments: Mountain View Fire EOC

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Justin Nalder, MVF EOC Director

SUBJECT Mountain View Fire Update and
Review of Emergency Declarations

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts. Find that there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

FISCAL IMPACT:

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

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Board Declaration of Emergency
<input type="checkbox"/> Health Officer Declaration
<input type="checkbox"/> Board Ratification of Health Emergency

History

Time	Who	Approval
3/4/2022 11:08 AM	County Counsel	Yes
3/9/2022 2:14 PM	Finance	Yes
3/10/2022 3:56 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

**OFFICE OF THE
COUNTY COUNSEL**

Telephone
760-924-1700

Assistant County Counsel
Anne L. Frievault

Mono County
South County Offices
P.O. BOX 2415

Risk Manager
Jay Sloane

Deputy County Counsel
Emily Fox

MAMMOTH LAKES, CALIFORNIA 93546

Paralegal/Office Manager
Kevin Moss

To: Board of Supervisors
From: Stacey Simon
Re: Review of Emergency Declarations – Mountain View Fire

Recommended Action

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

Strategic Plan Focus Areas Met

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

Discussion

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

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

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

1. Declaration of Local Health Emergency

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

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

2. Declaration of Local Emergency

A local emergency exists under subdivision (c) of section 8558 of the CESA when conditions exist of disaster or of extreme peril to the safety of persons and property caused by fire, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the local government and require the combined forces of other entities to combat. Keeping the declaration of local emergency in place allows the County the option to seek to remediate the final two properties that have not been remediated and do not currently have plans for remediation while seeking reimbursement from the State under Title 19. Such reimbursement will depend on signed statements from the property owners permitting entry for the purpose of remediation. The emergency declaration maintains flexibility for the County to pursue remediation while seeking reimbursement.

Attachments:

November 17, 2020 Board Declaration

November 19, 2020 Health Officer Declaration

November 24, 2020 Board Ratification of Health Officer Declaration



R20-101

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

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

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

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

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

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

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

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

NOES: None.

ABSENT: None.

ABSTAIN: None.

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

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

Clerk of the Board

APPROVED AS TO FORM:

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

County Counsel



MONO COUNTY HEALTH DEPARTMENT

LOCAL PUBLIC HEALTH ORDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS SO ORDERED:

Date: November 19, 2020

Thomas Boo, MD

Dr. Tom Boo
Mono County Public Health Officer

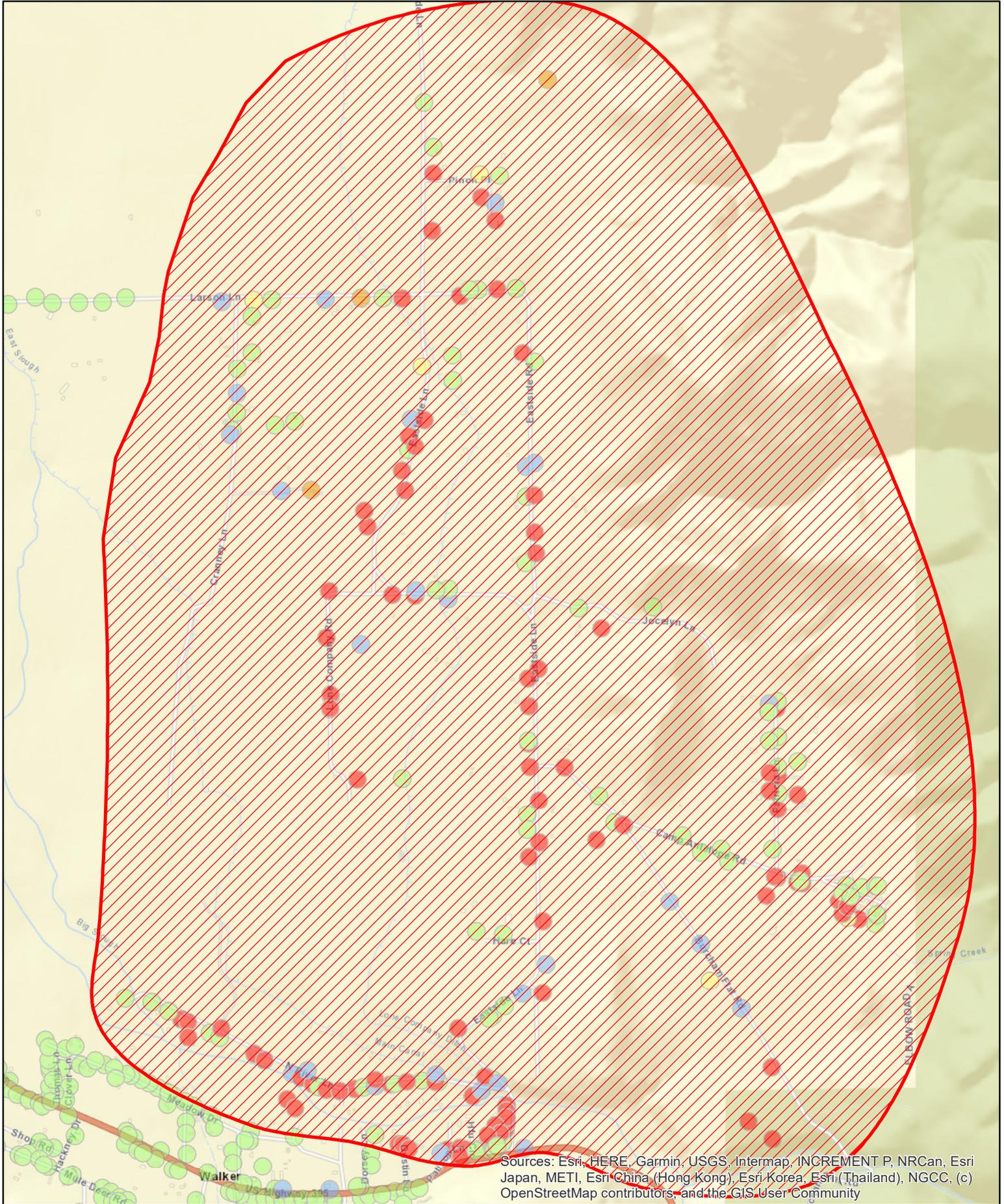
EXHIBIT A
CURRENT EVACUATION AREA (11/19/20)



CURRENT EVACUATION AREA

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

For updates visit
<https://on.mono.ca.gov/mountainviewfire>



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



R20-102

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

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

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

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

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

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

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

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

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

9 **NOES:** None.

10 **ABSENT:** None.

11 **ABSTAIN:** None.

12 

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

16 **ATTEST:**

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

20 Clerk of the Board

21 **APPROVED AS TO FORM:**

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

25 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

Departments: Public Works

TIME REQUIRED 10 minutes

SUBJECT Conway Ranch Lease Agreement
Second Amendment

**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)

Amendment to the Conway Ranch Cattle Grazing Lease Agreement which allows for the inclusion of the Bowl Meadow into the approved grazing area. The Bowl Meadow represents approximately 36 acres, which would bring the total grazing area to approximately 324 acres. The total Animal Unit Months permitted under the lease would not increase.

RECOMMENDED ACTION:

- 1) Find that the County's entry into an amended lease agreement for the inclusion of the Bowl Meadow into the approved grazing area is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1: Existing Facilities); and direct staff to file a Notice of Exemption with the County Clerk's Office
- 2) Approve, and authorize Chair to sign Agreement and Second Amendment to the Conway Ranch Grazing Lease with Hunewill Land and Cattle Company, Inc. for cattle grazing on Conway Ranch for the period, previously agreed upon, ending on December 31, 2026, wherein revenues are collected at \$5/Animal Unit Month (AUM).

FISCAL IMPACT:

None.

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
2nd Amendment
Exhibit A Lease Boundary Map

[Exhibit D Fencing Map](#)

[Exhibit E Watering Map](#)

[NOE](#)

[Correspondence Letter](#)

History**Time****Who****Approval**

3/9/2022 3:57 PM

County Counsel

Yes

3/9/2022 2:13 PM

Finance

Yes

3/10/2022 3:56 PM

County Administrative Office

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517

760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

To: Honorable Board of Supervisors

From: Justin Nalder, Solid Waste Superintendent / Environmental Manager

Date: March 15, 2021

Subject: Conway Ranch Lease Agreement Second Amendment

Recommended Actions

1. Find that the County's entry into an amended lease agreement for the inclusion of the Bowl Meadow into the approved grazing area is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1: Existing Facilities); and direct staff to file a Notice of Exemption with the County Clerk's Office;
2. Approve, and authorize Chair to sign Agreement and Second Amendment to the Conway Ranch Grazing Lease with Hunewill Land and Cattle Company, Inc. for cattle grazing on Conway Ranch for the period, previously agreed upon, ending on December 31, 2026, wherein revenues are collected at \$5/Animal Unit Month (AUM).

Fiscal Impact

No fiscal impact.

Discussion

On February 9, 2021 the County entered into a Lease Agreement with Hunewill Land and Livestock Company, Inc. for the purposes of seasonal grazing and agricultural management of Conway and Mattly Ranches (collectively "Conway Ranch"). During the negotiation for the original cattle grazing lease agreement the parties discussed the option of expanding the lease area to include the Bowl Meadow waiting one year to review impacts of grazing on the meadow system. The management technique of grazing this is consistent with past practices whereby cattle, horses and sheep grazed the Bowl Meadow annually, crossing back and forth across Wilson Creek (NRCS Management Plan, at p. 4; ESLT Baseline Report, at p. 8.) Since sheep grazing ceased in late 2017, the Bowl Meadow has seen an overgrowth of vegetative material which has reduced the soil fertility and increased the fire risk (2021 Conway Ranch Agriculture Management Project and Lease Agreement, Staff Report, at p. 7.)

At the end of the 2021 grazing season, visual inspection of the leased areas was conducted. Conditions demonstrated that the cattle grazer effectively implemented grazing to the benefit of the overall ecological health of Conway Ranch and in a manner consistent with the NRCS Grazing Management Plan. Additionally, the grazing significantly reduced the standing biomass (potential wildfire fuel).

The area to be included, referred to as the Bowl Meadow, comprises approximately 36 acres and can be referenced in Appendix D; this inclusion would bring the total authorized grazing area to approximately 324 acres. The cattle grazer will assume irrigation management in the Bowl Meadow, currently handled by

County staff. Temporary fencing, as permitted by the Conservation Easement, will be installed which will provide for a buffer from the banks of Wilson Creek and restrict direct access to the banks of the developed portions of the Bowl Meadow irrigation ditch (formerly used as fish rearing raceways). The fencing is intended to be high tensile electric wire with incremental wildlife flagging. Cattle will access the Bowl Meadow either by crossing Wilson Creek, following 395 over Wilson Creek or utilizing a foot bridge that is being contemplated as part of a trail expansion project. Public access to the Bowl Meadow will be restricted from the fenced area while cattle are present and open during all other times, consistent with the terms of the existing grazing lease.

Although inclusion of the Bowl Meadow into the lease area would increase the available grazing acreage, it will not affect the AUMs previously approved in the original agreement. Therefore, it is not expected that there will be any fiscal impact. Additionally, the County reserves the right to graze up to 10 AUMs within the Bowl Meadow as part of the Small-Scale Volunteer Agriculture Project and will coordinate this effort with the cattle grazer before grazing occurs.

California Environmental Quality Act

The Project includes (1) approval of a lease agreement amendment with Hunewill Land and Livestock Company, Inc. for cattle grazing operations from May 1 through September 15, related water and irrigation management activities, and construction/reconstruction of fencing consistent with the NRCS Grazing Management Plan and the ESLT Conservation Easement. The Project does not include significant or substantial changes to past use or practices at Conway Ranch but, instead, continues the historical use of the properties for grazing purposes, including the management of water resources for irrigation purposes consistent with grazing purposes and the construction/reconstruction of existing fences to be more protective and accommodating of Conway Ranch wildlife and their migratory patterns and behavior through and around the properties. Accordingly, staff has determined the Project is categorically exempt from CEQA. More specifically, the Project's grazing use, water and irrigation management, and construction/reconstruction of fencing consist of operations, maintenance, repair, and leasing of a public facility involving negligible or no change of Conway Ranch's existing or former use qualifying the Project for the categorical exemption at CEQA Guidelines Section 15301 (Class 1: Existing Facilities).

Accordingly, staff recommends that the Board approve the Agreement and Second Amendment which would increase the allowable grazing area and determine the Project to be categorically exempt from CEQA and direct staff to file a notice of exemption with the County Clerk's Office pursuant to Public Resources Code section 21152(b).

If you have any questions regarding this item, please contact me at 760-932-5453 or [jonalder@mono.ca.gov](mailto:jnalder@mono.ca.gov).

Respectfully submitted,



Justin Nalder
Solid Waste Superintendent / Environmental Manager

Attachments:

Mono County Board of Supervisors

RE: Conway Ranch Lease Agreement Second Amendment

March 1, 2022

Page 3 of 3

Exhibit A – Lease Boundary Map

Exhibit D – Fencing Map

Exhibit E – Watering Map

**AGREEMENT AND SECOND AMENDMENT TO THE
CONWAY RANCH GRAZING LEASE**

This Agreement and Second Amendment to the Conway Ranch Grazing Lease (“Agreement and Second Amendment”) is entered into on January 4, 2022 by and between the County of Mono (hereinafter, “County”), a political subdivision of the State of California, and Hunewill Land and Cattle Company, Inc. (hereinafter, “Lessee”), for the purposes of amending that certain Agreement between the County and Lessee, and signed by Lessee on February 11, 2021, providing for a lease to graze cattle on Conway Ranch (the “Grazing Lease”). The County and Lessee are sometimes referred to herein collectively as “the parties.”

WHEREAS, the parties acknowledge the following:

1. The Lessee grazed during the 2021 season within the defined boundaries established in Exhibit D, Fencing Map.
2. The Lessee has expressed interest in grazing an additional pasture (the ‘Bowl Meadow’) within the property boundaries of Conway Ranch.
3. The Bowl Meadow was left out of the initial lease due to the potential for other activities to occur in that meadow, which have since been withdrawn.
4. The County finds that the Bowl Meadow falls under the same class as the other meadow systems currently leased for grazing, except there is greater thatch buildup and greater need for grazing to restore and improve meadow system health.
5. Monitoring inspections of the current Leased Area demonstrate that cattle grazing has been an effective and beneficial means of reducing thatch and has been conducted in a manner consistent with the lease and the Grazing Management Plan.
4. The Lessor finds that the expansion of the Grazing Lease Area to include the Bowl Meadow is exempt from review under the California Environmental Quality Act for the reasons set forth in the staff report accompanying this Agreement and Second Amendment and incorporated herein by reference.

NOW, THEREFORE, the parties agree as follows:

1. The following Exhibits to the Lease are replaced in their entirety with the Exhibits attached hereto: Exhibit A - Lease Boundary Map, Exhibit D – Fencing Map; Exhibit E – Watering Map
2. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO: LESSEE:

Bob Gardner, Chair of the Board of Supervisors

Hunewill Land and Cattle Company, Inc.
Jeffrey B. Hunewill, President

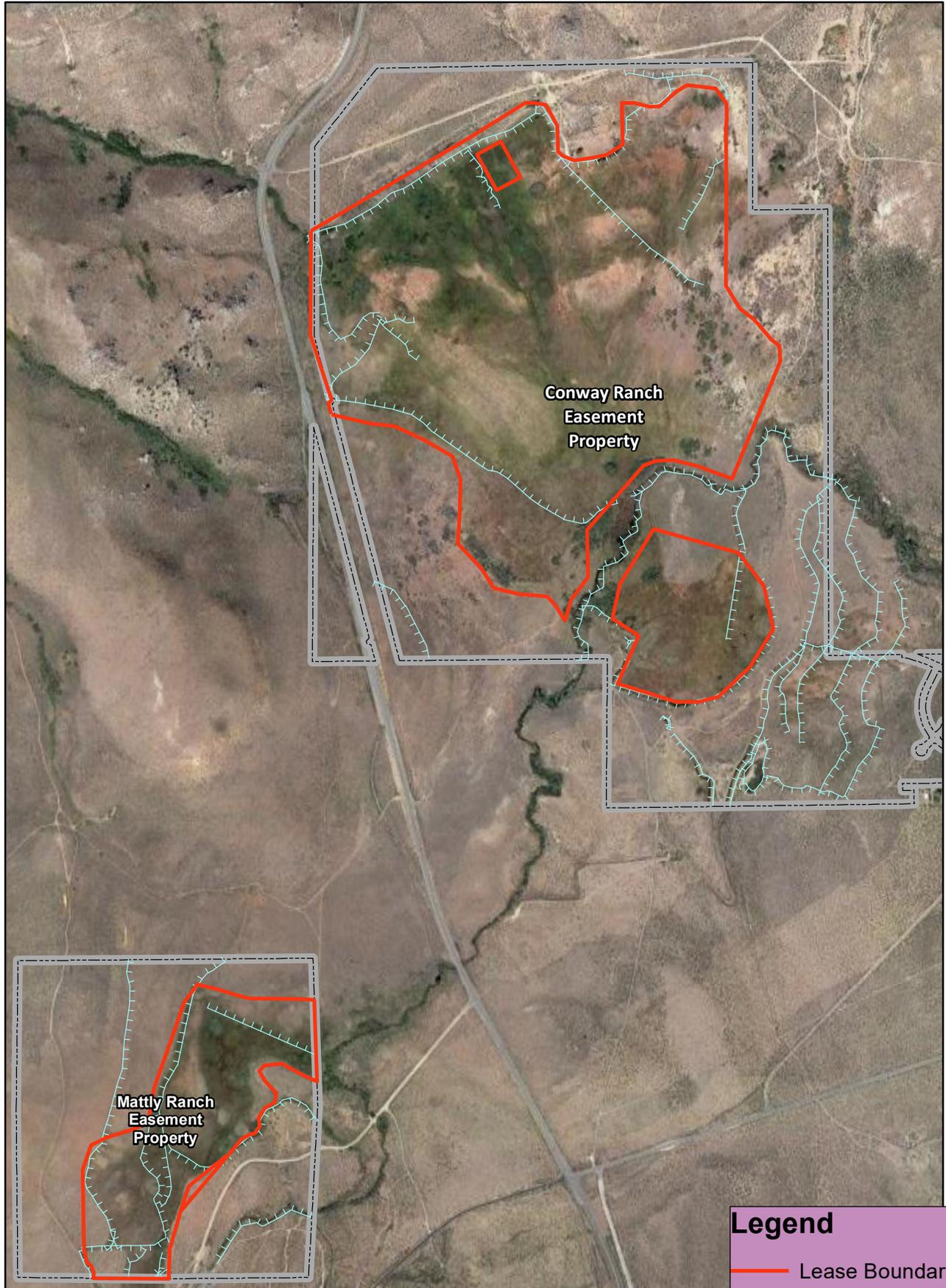
Date

Date

Approved as to Form:

County Counsel

Lease Boundary Map



Legend

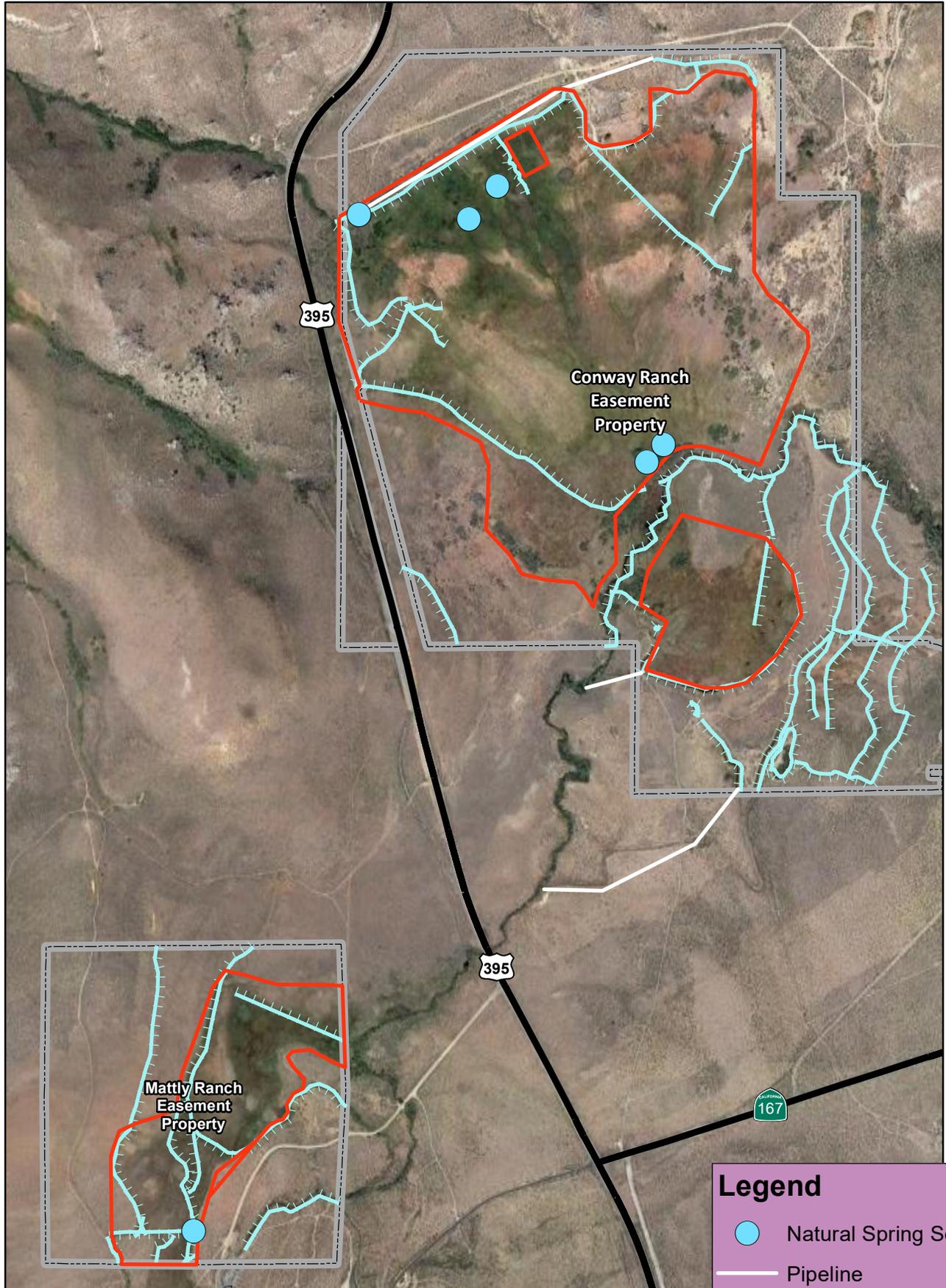
- Lease Boundary
- - - Irrigation Ditches

Exhibit D: Fencing Map



Fence Type
— High Tensile

Watering Map



Legend

-  Natural Spring Sources
-  Pipeline
-  Grazing Fences
-  Irrigation Ditches



NOTICE OF EXEMPTION

TO: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

County Clerk / County of Mono
PO Box 237
Bridgeport, CA 93517

FROM: Mono County Department of Public Works
PO Box 457
Bridgeport, CA 93517

Project Title: Agreement and Second Amendment to the Conway Ranch Grazing Lease
Project Applicant: Mono County
Project Location – Conway Ranch / Mattly Ranch (1 mile north of intersection of SR 167 and US 395)
Project Location - City: Lee Vining **Project Location - County:** Mono

Description of Nature, Purpose, and Beneficiaries of Project:

This project involves the addition of approximately 36 acres to the lease with Hunewill Land and Livestock Company, in accordance with associated Grazing Management Plan and Conservation Easement for the property.

Name of Public Agency Approving Project:
Mono County

Exempt Status: (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15301 (h)
- Statutory Exemptions. State code number: 15262
(Address)

Reasons why project is exempt:

This project is exempt under 15301 (h) as a lease of public lands that involves negligible or no expansion of use with the intent of preserving existing and native habitat.

Lead Agency

Contact Person: Tony Dublino

Area Code/Telephone/Extension: (760) 932-5440

If filed by applicant:

1. Attach certified document of exemption finding
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant



December 20, 2021

Justin Nalder
Solid Waste Superintendent / Environmental Manager
Public Works Department

Re: Second Amendment to Cattle Grazing Lease

Dear Justin Nalder,

Thank you for your email on December 1, 2021 where you shared that the County is currently contemplating a second amendment to the cattle grazing lease with Hunewill Land and Cattle Co. on Conway Ranch to allow for grazing to occur in the 2022 season on the Bowl Meadow. You stated that the fencing requirements for the Bowl Meadow would match those of the existing agreement. You also shared that cattle may cross Wilson creek a couple of times per year to go from one pasture to the other.

After review of the Conway and Mattly Ranches (CMR) easement, we have the following comments. The Bowl Meadow is part of the Aquaculture Area and the CMR Baseline states that *"Limited livestock grazing may also be permitted within the meadow section of the Aquaculture Area and must be fenced in accordance with the management details above. Any such activity will be described in the annual Operations Plan and updated Management Plan by the County, along with appropriate plans for minimizing noxious weeds as needed."*

Section 7d of the Easement on Surface Water permits *"Management and utilization of water and Water Rights (surface water) as reasonably necessary, but not impairing the Conservation Values in connection with: (iv) carrying out permitted aquaculture operations and livestock grazing and supporting permitted public uses, all in accordance with Sections 7 and 8 and the Management Plan."*

Spring sources, natural wetlands and creeks should be fenced off, according to the Management Plan, and the Baseline states that *"The lessee must not allow sheep (livestock) within 100 feet of the fish rearing facility, and must keep sheep away from springs, wetlands, and creeks."* The previous sheep grazing lease also stated that *"Spring sources, natural wetlands and creeks should be avoided. Sheep should be kept at least ten feet away from these areas."*

ESLT would suggest that as long as the cattle are being actively herded, and not permitted to loaf in the Creek, that their passage onto and grazing of the Bowl Meadow would be permitted under the Easement.

Sincerely,

Kay Ogden
Executive Director/ CEO

250 N. Fowler St.
P.O. Box 755
Bishop, CA 93515
P: (760) 873-4554
F: (760) 873-9277
www.eslt.org

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S A G E
Associates

AGRICULTURAL AND ENVIRONMENTAL CONSULTANTS

June 1, 2020

Eastern Sierra Land Trust
P.O. Box 755
Bishop, CA 93515

Attention: Ms. Kay Ogden, Executive Director
Subject: Conway Ranch Cattle Grazing

This letter, at the request of the Eastern Sierra Land Trust and the Mono County Board of Supervisors, was prepared by Orrin Sage, Ph.D. who is a California Certified Rangeland Manager and principal of Sage Associates with over 45 years of experience in preparing agricultural and rangeland management studies in California and western Nevada. This letter focuses on the beneficial effects of cattle grazing on the Conway Ranch.

The Conway Ranch, including the Mattly property is located in the Mono Basin north of Mono Lake. The ranch has been used historically for sheep grazing and is designated for grazing in the 2015 Mono County General Plan Update. Commercial cattle grazing operations occur in the surrounding regions of the Bodie Hills, and the Bridgeport Valley.

I led an ESLT-sponsored field trip to the Conway Ranch last year where it became obvious that managed cattle grazing would be beneficial for the reduction of wildland fire fuel load, would improve sage grouse habitat, and would improve rainwater infiltration to wet meadow areas.

Extensive dry thatch cover and concentrations of non-native cheat grass significantly increase the chance of carrying a wildland fire, if started from U.S. Highway 395, which is adjacent to the ranch. Managed cattle grazing would reduce fuel loads.

The interface between sage grouse and cattle grazing is beneficial whereby sage grouse and cattle are commonly seen together on irrigated pastures and sage grouse tend to follow the cattle in the irrigated pasture rotations. Cattle maintain a vegetation mosaic that is favorable to sage grouse movement and cattle manure provides for foraging insects that in turn provide forage for young sage grouse. Potential lessee-originated rangeland management improvements that are beneficial to sage grouse including but not limited to lay down fencing, reflector fencing, cheat grass reduction, invasive plant control, fire fuel load reduction, irrigation water distribution, stream corridor fencing, seasonal grazing, stocking rate management, and stubble height management are all possible.



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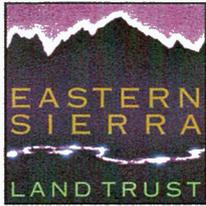
Managed cattle grazing would improve summer rainfall infiltration by reducing overlying dry thatch that intercepts rainfall, which evaporates before infiltrating into the soil.

The Conway/Mattly Ranch Cattle Grazing Proposal prepared by Hunewill Land and Livestock Company, Inc. proposes a managed cattle grazing operation, which is consistent with maintaining and enhancing the conservation values as described in the conservation easement held by the Eastern Sierra Land Trust.

If you have any questions, please contact me at (530) 268-4645.

Sincerely:

Orrin Sage, PhD
Sage Associates
Mammoth Lakes and Grass Valley, California



June 4, 2020

The Honorable Board of Supervisors
 County of Mono
 P.O. Box 715
 Bridgeport, CA 93517

RE: Cattle Grazing on Conway Ranch Conservation Easement

Dear Madam Chair and Esteemed Board Members:

As you know, the County of Mono (County) and Eastern Sierra Land Trust (ESLT) completed the Conway and Mattly Ranches Conservation Easement (Conservation Easement) in December, 2014, after several years of planning and negotiations with California Department of Transportation, California Department of Parks and Recreation, and National Fish and Wildlife Foundation.

The Conservation Easement encompasses approximately 806 noncontiguous acres of irrigated meadows, wetlands, riparian habitat, and upland sagebrush scrub in the northwestern portion of the Mono Basin. The Conway Ranch portion of the property includes approximately 646 acres, and the Mattly Ranch portion 160 acres (together the "Ranch").

The Ranch contains prehistoric and historic resources, with sites dating from the present to some 10,000 years ago, as described in the Conway Ranch Cultural Resources Study, by Foothill Resources, Ltd., January 2002. Found on the Property are ethnographic Paiute use areas and ranch residences and facilities, including the oldest pioneer ranch house in the Mono Basin (portions of the historic Conway family homestead).

The Ranch is adjacent to federally-owned land that is managed by the Bureau of Land Management (BLM) and State-owned land that is managed by the California Department of Fish and Wildlife (CDFW) for habitat and historic resources purposes. The Ranch is located approximately one quarter mile from the Mono Basin National Forest Scenic Area and approximately two miles from Mono Lake and the Mono Lake Tufa State Reserve, and the community of Mono City is located about two miles to the south.

Additionally, the Ranch is adjacent to State-designated California Scenic U.S. Highway 395, and approximately one mile away from the BLM "Conway Summit Area of Critical Environmental Concern," which is protected for waterfowl and migratory bird purposes. The majority of the property is adjacent to land owned and managed by BLM.

Cattle and sheep ranching, farming, and mining developments have an episodic history in the region. The historic ranch site on Conway Ranch, including the 1870s ranch house, corrals, and remnants of other old structures, dates back to the days of the California Gold Rush when the property was used to produce food for the mining town of Bodie, which is about 24 miles by vehicle from the property.

John Conway purchased the property from James Sturgeon in 1903, and the Conway family made their living from a variety of agricultural endeavors including grazing sheep and cattle, raising hogs, and growing hay and vegetables, in addition to operating a dairy.

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Marie Ring
Education Coordinator & AmeriCorps Member

Kristen Stipanov
Communications Manager



From 1998-2017, the land was grazed seasonally by domestic sheep. In March of 2017, due to concerns over disease transmission between domestic sheep and endangered Sierra Nevada Bighorn Sheep, the Board of Supervisors decided not to continue the sheep grazing lease, and the County is now considering proposals for cattle grazing. There is no risk of pneumonia transmission from cattle to bighorn sheep.

Since sheep grazing has been discontinued, the build-up of dry thatch cover is becoming an issue in upholding the conservation values of the Conservation Easement. In addition, dry thatch cover also increases the chance of wildfire. Well-managed grazing could be beneficial to uphold the conservation values of the Conservation Easement.

The Hunewill cattle grazing proposal would take place on approximately 500 acres of the Conway and Mattly Ranch. The area under consideration for lease includes 300+-plus acres of irrigated meadow, and 200 acres of upland sagebrush habitat.

Currently, aquaculture infrastructure is located on the south end of the Conway portion of the Ranch that is currently fed by surface water diversions from Wilson Creek. The Mattly portion of the Ranch contains the powerhouse tailrace from the adjacent Southern California Edison hydroelectric power plant and associated infrastructure.

The Conway and Mattly Ranches Conservation Easement and the associated Baseline Report, can be found in full on the Mono County website. A few key sections of the Conservation Easement that pertain to the potential grazing lease:

Recital E.

The Property has been managed and irrigated to support livestock grazing since the mid-1800s. The continued use of the Property for sustainably managed livestock grazing as limited hereby and in a manner that protects the Conservation Values is consistent with the goals of this Conservation Easement.

Recital I.

Grantor and Grantee intend that the Conservation Values of the Property be preserved and maintained in perpetuity by imposing certain restrictions on land use and by allowing for land uses and practices permitted herein, including but not limited to aquaculture, livestock use, and grazing activities, that do not impair the Conservation Values and that can, in certain ways, support and enhance the Conservation Values.

Section 1 a.-g.

1. Conservation Purpose. The purpose of this Easement is to preserve and protect in perpetuity the Conservation Values for the benefit of the public generally, and to prevent any uses of the Property that will impair or interfere with the Conservation Values ("Conservation Purpose" or "Purpose"). Grantor and Grantee agree that this Conservation Easement will restrict the use of the Property to activities that are consistent with the Conservation Purpose of this Easement and will prohibit and prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. More particularly, the Conservation Purpose of this Easement is to:

- (a) Ensure that the Property will be retained forever in its relatively natural, scenic, and open-space condition, and that the Conservation Values will be protected;
- (b) Protect plant, wildlife species and habitat, such as wildlife migration corridor (mule deer, mountain lions) resident wildlife, songbirds and waterfowl, plant and butterfly species;
- (c) Protect surface and groundwater resources and the wetlands, meadows, riparian habitats, and perennial freshwater springs that they support;
- (d) Protect open space and scenic resources;

- (e) Protect historic resources, including homestead, ranch buildings, corrals, and Native American cultural resources;
- (f) Allow for public access for passive recreation and educational purposes; and
- (g) Protect connectivity to other public and protected open space properties.

Please see the attached letter that ESLT sent in response to inquiries from Justin Nalder (Solid Waste Superintendent/Environmental Manager) regarding potential commercial activities on the property, including livestock grazing and aquaculture uses, which has further clarification.

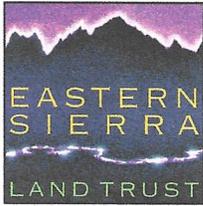
In closing, ESLT supports the use of managed grazing as a tool to uphold the stated conservation values of the Conservation Easement.

Respectfully,

A handwritten signature in blue ink that reads "Kay Ogden". The signature is written in a cursive, flowing style.

Kay Ogden
President/CEO

E A S T E R N S I E R R A L A N D T R U S T



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May 13, 2020

Justin Nalder, Solid Waste Superintendent / Environmental Manager
The County of Mono
199 Twin Lakes Rd.
PO Box 511
Bridgeport, CA 93517

Dear Justin Nalder and Mono County Board of Supervisors,

Thank you for working with ESLT on the future operations of Conway and Mattly Ranch. Following a review of the most recent grazing and agriculture proposals, ESLT would like to share the following comments.

The Conservation Easement is separated into sections prohibiting, permitting, permitting with written advisement to ESLT, and permitting with prior consent from ESLT. Grazing of livestock is permitted in the Easement, with proceeds from the grazing lease dedicated to the maintenance and operation of the Property. Fences may be repaired and maintained at current existing levels of improvement and new or replaced fences must be wildlife-friendly in design. Trimming of brush around fences is permitted and may be done using agricultural equipment as permitted in Section 7(j).

Small-scale, organic agriculture is permitted with prior consent from ESLT if it is located on no more than 2-acres in the Aquaculture Area on already disturbed land, and uses only surface water or effluent from aquaculture operations. Aquaculture is also permitted. New aquaculture facilities development on the property may require a financial contribution to ESLT as defined in Section 26(l).

Commercial activities on the property are covered in Section 7(g). Commercial activities other than livestock grazing and aquaculture, require Written Advisement to ESLT and are more limited in their nature. For example, surface alteration is permitted for grazing and aquaculture uses, but not for other commercial activities.

Use and storage of agricultural products and agricultural equipment such as portable loading chutes is permitted. However, the storage of mobile homes, trailers, or heavy equipment that is not agricultural has limitations - see Section 6(d).

Maintaining ditches and water delivery systems such as through reinforcement or planting of native vegetation is permitted in Section 7(d). Other development and manipulation of wetlands and water resources such as draining, diversion, filling, dredging, diking, pumping, extraction, damming or other alteration for any purpose or in any manner other than for permitted uses of the Property are prohibited in Section 6(f).

Non-illuminated signs educating the public on livestock interaction and public use of the property are permitted.

As a reminder, uses requiring Written Advisement and Written Consent shall be sought or given at least sixty (60) days in advance of desired use or action.

ESLT thanks Mono County for giving us the opportunity to review these proposals, and looks forward to hearing the County's decision in the upcoming weeks.

Sincerely,


Sara Kokkelenberg
Land Stewardship Manager



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2022

Departments: CAO

TIME REQUIRED 35 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO and Robert Bendorf, MRG

SUBJECT Strategic Plan Update

AGENDA DESCRIPTION:

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

Presentation by Robert Bendorf regarding Mono County Strategic Plan Update.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: John Craig, ACAO

PHONE/EMAIL: 760-932-5410 / jcraig@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Draft Strategic Plan

History

Time	Who	Approval
3/11/2022 4:08 PM	County Counsel	Yes
3/11/2022 3:35 PM	Finance	Yes
3/11/2022 4:10 PM	County Administrative Office	Yes



Mono County Strategic Plan Update 2022-2024



MESSAGE FROM THE BOARD CHAIR

On behalf of the Mono County Board of Supervisors, it is my honor to share with you our updated Strategic Plan.

Our plan serves as part of the foundation for Mono County government as we provide critical services to our community. It also offers a unique focus necessary for the adaptive nature of California counties. Among many other elements, our Strategic Plan expresses the values to which we subscribe in addressing the needs of Mono County's residents, visitors and businesses.

The Strategic Plan is a pathway to future accomplishments we can generate together. However, it does not relieve our organization of its parallel and ongoing responsibility to carry out hundreds of laws and mandates, encompassing more than half of our daily work lives. Our employees do not take these responsibilities lightly, completing those tasks while concurrently focusing tremendous effort on local initiatives and projects that improve our quality of life.

The Board of Supervisors and executive leadership provided strategic planning input with a focus driven by decades of public service experience in support of our wonderful County. Contributions before and during the process have been exceptionally valuable. All input received, whether from employees or our community members, assists us in refining our priorities and strategies, all with the best interests of Mono County in mind.

Our internal and external partnerships are only as strong as our organizational foundation. The key to that foundation is our most important asset, Mono County employees. As a service-based organization, our leadership must provide a common set of values, a meaningful mission and set a direction to work collaboratively in our communities.

I would personally like to thank my colleagues and our employees who steadfastly supported planning efforts and worked to produce this well thought out and flexible update. Their contributions and leadership are invaluable.

We are committed to serving all in Mono County and achieving long lasting outcomes while successfully navigating any challenges we face. Thank you again to everyone for their input, participation and commitment to Mono County.

Respectfully,

Bob Gardner, Chair
Mono County Board of Supervisors

ABOUT MONO COUNTY

Established by an act of the California Legislature in 1961, Mono County is the gem of the Eastern Sierra. Rich in history, natural beauty and outstanding natural resources, it is a destination for visitors from around the world. The County's 2020 population is approximately 13,200, with more than 50% of its residents living within the incorporated Town of Mammoth Lakes.

Aurora was established as the Mono County seat in 1861. However, an 1863 state boundary survey determined that Aurora was located in the State of Nevada. Accordingly, the County seat was moved to Bridgeport in 1864, where the historic Courthouse was built in 1880. At 6,463 feet above sea level, not only is Bridgeport one of the single highest county seats in California, but it is also one of California's few county seats not located within an incorporated city.

Mono County encompasses 3,030 square miles, of which 94% (2,845 square miles) is public land. Its diverse landscape - with picturesque seasons, recreational opportunities, and a rural quality of life - makes Mono County not only a destination for millions to visit, but a comfortable and welcoming home for individuals and families.



GOVERNANCE



Mono County is governed by five elected County Supervisors who serve as the County's legislative and executive body, providing policy direction for all branches of Mono County government. The Board of Supervisors hires a County Administrative Officer and County Counsel who, in turn, assemble an executive team of Department Directors to manage day-to-day County activities and discharge Federal, State and local mandates.



OUR MISSION

To support all our communities by delivering superior services while protecting our unique rural environment

OUR VISION

**Outstanding community services;
Quality of life beyond compare**

OUR VALUES

Collaboration

Integrity

Innovation

Outstanding Customer Service

EXECUTIVE SUMMARY

We are excited to present this updated Strategic Plan for Mono County government. Over the last 7 months, elected officials, staff and residents have worked hard to identify our priorities, strengths and opportunities.

Moving forward, with quarterly status reports and annual reviews, this document will serve as a guide to achieving more for Mono County's communities and government organization. Broad input from our communities has brought to light numerous opportunities on which we are now positioned to capitalize.

Our focus on listening to staff and communities alike has created a stronger partnership to fulfill the priorities we share with you here.

Experiencing a tragic pandemic over the last several years that has impacted our everyday lives, we are more than ready to move forward - investing, collaborating and creating an environment driving quality outcomes for our neighbors, businesses and visitors.

The unprecedented scale and pace of change makes today's operating environment more complex than ever before. Progress – or even maintaining the *status quo* – requires greater collaboration among external and internal partners. Issues both critical and commonplace are addressed in an atmosphere of growing scrutiny.

Simply put, never before have local governments needed to be more effective, efficient and accountable. That starts here and now, with our organization and its employees reaching successful outcomes *via* successful internal and external partnerships.

The diverse sources contributing to this updated Strategic Plan exemplify the kind of partnerships necessary for success. While we cannot include every idea or comment provided during the process, we focused on common themes, and issues important to everyone.

Words cannot express how appreciative I am to be part of Mono County and our incredible organization. Everyone's kindness, energy and commitment contribute to the great quality of life we enjoy here.

Sincerely,

Robert C. Lawton
County Administrative Officer

CORE SERVICES

California's 58 counties vary significantly in specific needs. From vast landscapes focused on agriculture, recreation or tourism to concentrated population centers of hundreds of thousands to millions of people and lower population counties that are considerably larger in square mileage can present local public service challenges. Considering such diverse complexities, counties prioritize projects or initiatives that provide the best "local" benefit. Working hard to achieve local priorities, like experiences of rural counties, or unique to Mono County, is important to the Board of Supervisors.

Not identified as a Strategic Focus Area, but essential to meeting the needs of Mono County communities, are a broad range of Core Services. In expressing nearly 500 Core Services, the authors of Mono County's 2019-2024 Strategic Plan accurately portrayed the essential functions performed by all county departments. The Core Services matrices also demonstrate a direct correlation to priorities that may not specifically be state or federal mandates but may have several mandated services woven into their workplans, such as specific projects or grants.

While the current Core Services list may not be all-inclusive due to the Legislature's approval each year of numerous new mandates, it is important to note that, as currently stated, such mandates make up nearly 60% of Mono County's daily employee work tasks. For California counties, as arms of the State of California, mandate performance is predicated on associated funding, of which a large portion is specifically allocated for our vulnerable populations.

As a public service organization, we strive to balance local priorities with carrying out state and federal mandates. As noted, these mandates have tremendous value to many individuals and families. Striking that balance is key considering resource constraints and current and future staffing levels. Regardless of what local or state mandated task may be before us, our commitment is to serve Mono County residents and visitors consistent with our values of Collaboration, Integrity, Innovation and Outstanding Customer Service.

A summary of most state mandates, also referred to as Core Services, provided by our organization can be found at www.monocounty.ca.gov/strategic-planning

STRATEGIC FOCUS AREAS

The following Strategic Focus Areas are meaningful and most important to the success of our communities:



SAFE AND HEALTHY COMMUNITIES



A THRIVING ECONOMY



WORKFORCE AND OPERATIONAL EXCELLENCE



SUSTAINABLE PUBLIC LANDS

As indicated below, objectives are identified to accompany these focus areas, leading to action items the organization can accomplish, together, with their communities. Further discussions will occur concerning the inclusion of timelines, the identification of lead departments and adjustments as necessary.

SAFE AND HEALTHY COMMUNITIES

OBJECTIVE	ACTION ITEM	LEADS	TIME FRAME
Enhance Emergency Management functions	BOS approval of the creation of an Office of Emergency Management	County Administration	Completed
	Recommend to the BOS necessary OEM funding for appropriate emergency functions	County Administration	Spring 2022
	Recruit and hire an Emergency Services Manager and staff as appropriate	County Administration, Human Resources	Spring 2022
	Subsequent to the current project to implement the early warning system, develop an inventory of key evacuation routes along with a draft plan for access and monitoring	County Administration, Sheriff's Department, Public Works	
Improve Rural Infrastructure	Enhance broadband access / service in Mono County	Information Technology	
	Complete the Emergency Radio System	Public Works, Information Technology	By June 2023
	Complete construction of the new jail	County Administration, Public Works, Sheriff's Dept.	
	Through a current funding award, assess Special District Capacity and needs to support increased housing density	Community Development	June 2024 (this is the grant deadline – two proposals have not yielded a qualified consultant. Further attempts will be conducted by CDA)

Behavioral Health Services Access	Present to the Board of Supervisors recommendations to maintain and potentially enhance access to behavioral health services	Behavioral Health	December 2022
	Develop a report to be delivered to the BOS that identifies overdose deaths and suicides (historical and current) in the county and recommended prevention actions	Behavioral Health	August 2022
	Develop a working group of county stakeholders to gather ongoing, comprehensive data, and possibly cooperative agreements to further determine needs of behavioral health services.	Behavioral Health, County Departments, External health and safety agencies	July 2022
Solid Waste Collection and Disposal	Develop a new countywide solid waste transfer and disposal system to replace Benton Crossing Landfill (slated to close 2023)	County Administration, Public Works, County Counsel	
Enhance the Quality of Life for our Children and Aging Population	Create a sustainable plan with community partners for promoting good health for all ages	Social Services, Probation, Behavioral Health	Fall 2022
	Reduce number of 602 W&I Juveniles	Probation	
Medi-Cal	Increase billing for Medi-Cal services to provide revenue to assist additional / existing clients	Behavioral Health	July 2022

A THRIVING ECONOMY

OBJECTIVE	ACTION ITEM	LEADS	TIME FRAME
Address shortage of affordable housing	Hire a Housing Opportunities Manager to represent the organization	County Administration, Human Resources	Start date, March 7
	Appoint a Board ad-hoc committee to review and visit other county affordable housing plans, funding and projects	County Administration, Board of Supervisors	
	Develop a new / updated multi-year plan for affordable housing	Housing Opportunities Manager	
	Identify additional sources of funding to commit to affordable housing	County Administration, Housing Opportunities Manager	
	Complete BOS policies for affordable housing; including streamlined processes and options to incentivize building of units	Housing Opportunities Manager, Community Development	
	Provide the BOS a quarterly update on Affordable Housing activities	Housing Opportunities Manager	
Support and retain the existing business community	Continue to provide opportunities for business financial/technical assistance programs through local, state and federal funding opportunities to aid in the post pandemic recovery	Economic Development, County Administrator	
	Create an annual business appreciation event to celebrate Mono County businesses	Economic Development	

Enhance and strengthen Mono County tourism sector utilizing responsible recreation messaging	Focus tourism marketing efforts on shoulder seasons and less visited locations in the county to grow year-round business levels	County Administration, Economic Development	
	Collaborate with federal and state land management agencies, local agencies, partners, and tourism businesses, to educate visitors regarding sustainable and responsible recreation practices	Economic Development, County Administration	
	Work with visit California and Mammoth Lakes Tourism to rebuild international visitation post pandemic	Economic Development	
Diversify the economy			
Diversify the economy	Develop and implement a plan that identifies opportunities for a flexible economy based on attracting businesses from sectors outside the tourism/recreation industry	Economic Development	
Economic Data			
Economic Data	Provide quarterly reports on Mono County economic data utilizing research and information available through local, state and federal sources	Economic Development	

WORKFORCE & OPERATIONAL EXCELLENCE

OBJECTIVE	ACTION ITEM	LEADS	TIME FRAME
Invest in employee development and Well Being throughout our organization	Create a comprehensive employee recognition program	Human Resources	
	Develop 3-5 internal, development focused, training programs for employees	County Administration, Human Resources,	
	Begin informal brown bag lunches led by the County Administrator with special guests from the community	County Administration	
	Continue to implement Well Being Initiative for Mono County employees	County Administrator	
Enhance the effectiveness of Human Resources	Appoint a Director of Human Resources	County Administration	
	Initiate a process to acquire and implement a recruitment management software program	County Administration, Information Technology	
	Initiate a review of all Human Resources policies and procedures	Human Resources	
	Develop and implement HR process training for departments	Human Resources	
Provide Superior Customer Service	Create a biennial, in-house customer service training for all employees. All new employees must attend the course within one year of their tenure with Mono Co.	County Administration, Human Resources	
	Develop a voluntary countywide Customer Service Survey	County Administration	

Comprehensive Workforce Data	Develop relevant workforce data sets for department heads and the Board of Supervisors	Human Resources	
Justice, Equity, Diversion & inclusion (JEDI)	Integrate JEDI training into mandatory employee training	County Administration	
Governance	Complete Policy Governance training and implementation of associated policies	County Administration	
	Begin development of a comprehensive policy and procedure manual	County Administration, County Counsel, All Departments	
Budget Process	Complete Budget Process reform in coordination with the Finance Director	County Administration, Finance Department	
	Hold two (2) fiscal training workshops for department heads and fiscal staff	Finance Department	
Legislative Advocacy and Support	Provide options to the BOS to consider state and / or federal legislative lobbying options to maximize opportunities to enhance Mono County	County Administration	June -Aug. 2022

SUSTAINABLE PUBLIC LANDS

OBJECTIVE	ACTION ITEM	LEAD	TIME FRAME
<p>Preserve and protect public lands</p>	<p>Identify local, state, federal and/or grant funding to apply toward protecting public lands</p>		
	<p>Create a partnership with federal, local and state partners to identify an action plan to protect and preserve public lands</p>		
<p>Public Lands – Recreation and Tourism</p>	<p>Develop a Federal and State legislative platform seeking funding and legislative opportunities</p>		
<p>Fisheries</p>	<p>Explore partnership agreement(s) with organizations to enhance and sustain sport and recreational fishing along with long-term ecological considerations</p>		