



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

Regular Meeting October 4, 2022

TELECONFERENCE INFORMATION

This meeting will be held both in person and via teleconferencing with some members of the Board possibly attending from separate teleconference and 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.

Teleconference locations will be available to the public:

1. First and Second Meetings of Each Month in the Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Third Meeting of Each Month in the Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar.

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/81025710506> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 810 2571 0506. 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 810 2571 0506. To provide public comment, press *9 to raise your hand and *6 to mute/unmute.

If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting: http://monocounty.granicus.com/MediaPlayer.php?publish_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8

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. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from July 5, 2022, Regular Meeting of the Board of Supervisors.

Recommended Action: Approve the Board Minutes from July 5, 2022, Regular Meeting of the Board of Supervisors.

Fiscal Impact: None.

B. Resolution Making Findings under AB 361 - Related to Remote Meetings

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of October 4, 2022 through November 3, 2022.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: None.

C. Resolution Establishing Minimum Two-Year Retention Period for Electronic Mail

Departments: County Counsel and Information Technology

Resolution Establishing the Retention Period for Electronic Mail at a Minimum of Two Years and Authorizing Staff to Update the Voice and Electronic Media Policy and the Public Records Act Policy for Private Devices and Accounts adopted by Resolutions R17-92 and R17-93 to Reflect said Changes.

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

Fiscal Impact: None.

D. Agreement with Beth Cohen, dba Organizational Mind Group

Departments: CAO and Behavioral Health

Proposed contract with Beth Cohen, dba Organizational Mind Group, for ongoing Employee Wellness, 360 Evaluation, and Behavioral Health Department consulting services.

Recommended Action: Approve County entry into proposed contract with Beth Cohen, dba Organizational Mind Group for Employee Wellness, 360 Evaluation, and Behavioral Health Department consulting services, for a period commencing September 11, 2022, and terminating December 31, 2023, and a not-to-exceed amount of \$125,000. Authorize the Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The not-to-exceed contract limit of \$125,000 for all services for the 12-month period of the agreement is funded with \$25,000 from the CAO/HR budget (360 evaluations), \$60,000 from the County's health and wellness fund financed with Trindel incentive revenues, and \$40,000 from Behavioral Health sourced revenues.

E. Contract Amendment with North American Mental Health Services for the Provision of Telepsychiatry and Telehealth Therapy Services

Departments: Behavioral Health

Proposed contract amendment with North American Mental Health Services

pertaining to the Provision of Telepsychiatry and Telehealth Therapy services.

Recommended Action: Approve and authorize CAO to sign contract amendment with North American Mental Health Services for the Provision of Telepsychiatry and Telehealth Therapy services for the period of October 1, 2019 to September 30, 2022 and a not-to-exceed amount of \$960,000.

Fiscal Impact: The amendment states that total payments to the contractor by the County will not exceed \$420,000 in any 12-month period, or \$960,000 for the entire term of the Agreement. This service is paid for through the Mental Health Services Act and the Mental Health Block Grant. Funding for all jail services will be covered through the Mono County Sheriff's Office.

F. Contract with North American Mental Health Services for Provision of Telepsychiatry and Telehealth Therapy Services

Departments: Behavioral Health

Proposed contract with North American Mental Health Services (NAMHS) pertaining to the Provision of Telepsychiatry and Telehealth Therapy Services .

Recommended Action: Approve, and authorize CAO to sign, contract with NAMHS for the Provision of Telepsychiatry and Telehealth Therapy Services for the period October 1, 2022 through September 30, 2025 and a not-to-exceed amount of \$1,260,000.

Fiscal Impact: The total amount of this contract is \$1,260,000, not to exceed \$420,000 in any twelve-month period. This service is paid for through the Mental Health Services Act and the Mental Health Block Grant. Funding for all jail services will be covered through the Mono County Sherriff's Office.

G. Amendment to Contract with Municipal Resources Group

Departments: CAO

Proposed amendment to agreement with Municipal Resources Group, LLC (MRG) pertaining to the provision of human resources, strategic planning and emergency preparedness services.

Recommended Action: Approve, and authorize CAO to sign, contract amendment with MRG to increase the contract limit to \$160,000, from \$127,000 for the period through June 30, 2022, and to increase the contract limits to \$150,000, from \$91,500 for the period July 1, 2022 through June 30, 2023 and to \$150,000, from \$75,000 for the period July 1, 2023 through December 31, 2024.

Fiscal Impact: Impact for previous fiscal year is an addition of \$33,000 in expenditures. This is expected to be covered by salary savings with no detrimental impact to the amended budget. Impact for the current and next fiscal years will be budgeted.

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. Resolution Establishing the Community Economic Resiliency Fund Pilot Project

Departments: Clerk of the Board, Sponsored by Chair Gardner

15 minutes

(Elaine Kabala, Executive Director Eastern Sierra Council of Governments) - Proposed resolution approving a program of work to be known as the "ESCOG: Community Economic Resilience Fund Pilot Program."

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

Fiscal Impact: None.

B. COVID-19 (Coronavirus) Update

Departments: Public Health

15 minutes

(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. Employment Agreement - Interim Director of Public Health

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Kathy Peterson as Interim Director of Public Health, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R22-____, approving a contract with Kathy Peterson as Interim Director of Public Health, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: No fiscal impact as both positions are fully funded in the current fiscal year.

D. Employment Agreement - Human Resources Specialist

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Nicole Beck as Human Resources Specialist, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve Resolution R22- , approving a contract with Nicole Beck as Human Resources Specialist, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The full cost of salary and benefits for an entire fiscal year is approximately \$72,210, of which \$55,433 is salary and \$16,777 is benefits. This is included in the adopted budget.

E. Allocation List Amendment - Wildfire Mitigation Coordinator

Departments: Emergency Management, CAO

15 minutes

(Chris Mokracek, Emergency Management Director) - In May 2022, Mono County was one of eleven California Counties to be awarded \$175,000 to hire a Wildfire Mitigation Coordinator under the 2022 California Fire Safe Council's Cal Fire County Coordinator Grant Program. The objective of the County Coordinator project is to educate, encourage, and develop county-wide collaboration and coordination among various wildfire mitigation groups operating within Mono County containing State Responsibility Area (SRA) lands. This is a limited term, grant funded position with an 18-month performance period. This will fund salary, benefits, and operational expenses from September 15, 2022, to February 28, 2024.

Recommended Action: Adopt proposed resolution authorizing the County Administrative Officer to amend the list of allocated positions to add one limited term position of Wildfire Coordinator in the department of the County Administrative Officer.

Fiscal Impact: Over the 18 month grant period, salary is estimated at a total cost of \$90,000, with benefit costs as high as \$48,000, depending on eligibility for health care and tier coverage selected, for a total cost over the 18 month grant period of approximately \$138,000. As this is a limited term position, these costs are not recurring.

F. Clerk-Recorder Proposed Contract with Tyler Technologies

Departments: Clerk-Recorder

10 minutes

(Scheereen Dedman, Clerk – Recorder – Registrar – Clerk of the Board of Supervisors) - Proposed contract with Tyler Technologies pertaining to software,

products, and services for County recording services.

Recommended Action: Approve and authorize the County Administrative Officer to sign a contract with Tyler Technologies for a Recording system for the Office of the Clerk-Recorder, for the period of one year after the agreement is signed by all parties.

Fiscal Impact: There is a one time cost to implement the software of \$111,208, which is included in the Department's amended FY 2022-23 budget, to be paid for with funds from the Modernization Fund. Annual user fees for the remaining four years are \$12,212 per year and will affect the Department's future year budget proposals.

G. 2022/2023 California State Association of Counties (CSAC) Nominations

Departments: Board of Supervisors

5 minutes

(Scheereen Dedman, Clerk – Recorder – Registrar – Clerk of the Board of Supervisors) - Nomination of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2022/2023. Appointment of individuals nominated by the Board is made by the CSAC Executive Committee and appointments are for one year.

Recommended Action: Nominate a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2022/2023 Association year beginning on November 17, 2022; also, nominate an alternate member.

Fiscal Impact: None.

H. Resolution Amending the At-Will Employee Salary Matrix

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - A Resolution of the Mono County Board of Supervisors Adopting a Revised Salary Matrix Applicable to At-Will Employee and Elected Department Heads to Reclassify and Change the Title of the Director of Human Resources Position to the Chief People Officer, and Superseding and Replacing R22-98

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

Fiscal Impact: The proposed change in Range to 21, from 16, increases the salary of the position approximately \$30,000.

8. 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.

9. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board Minutes from July 5, 2022, Regular Meeting of the Board of Supervisors.

RECOMMENDED ACTION:

Approve the Board Minutes from July 5, 2022, Regular Meeting of the Board of Supervisors.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
July 5, 2022 DRAFT Meeting Minutes

History

Time	Who	Approval
9/29/2022 9:28 AM	County Counsel	Yes
9/26/2022 1:54 PM	Finance	Yes
9/30/2022 1:36 PM	County Administrative Office	Yes



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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting
July 5, 2022**

Backup Recording	Zoom
Minute Orders	M22-130 – M22- 141
Resolutions	R22-069 – USED
Ordinance	ORD22-006 USED

9:10 AM Call meeting to Order by Chair Gardner

Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended in person or via teleconference).

Supervisors Absent: None.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015, forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>

“For to be free, is not merely to cast off one chains, but to live in a way that respects and enhances the freedom of others”. – Nelson Mandela

Pledge of Allegiance by Supervisor Corless

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

- No public comment

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

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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.

CAO Lawton:

- Participated in the Bridgeport 4th of July festivities – thanked all staff for making this event possible
- Performance Evaluations with Department Heads
- Reviewing requests for new and reclassified positions
- Met with John Craig on Fee Study
- Coffee with the CAO
- Unified Command Meeting
- Motor Pool Purchases – Janet Dutcher and thanks to Kevin Julian and Paul Roten
- Met with representative from PFG formerly Ferguson Group – Federal Legislative Platform
- Meeting with the representatives from Toyoibe Indian Health Project – Dental Services and non-restrictive, open to everyone

4. DEPARTMENT/COMMISSION REPORTS

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

Jeff Simpson, Acting Economic Development Director:

- Developed a Grant for Fish and Game Find Fund – apply for grant online on the County website
- Will be bringing 2 programs to the Board in the week for consideration
- Press Release – by California Department of Fish and Wildlife - finalized the contract with Dessert Springs Trout Farm from Oregon
- Had to eradicate an additional 350,000 fish

Stacey Simon, County Counsel:

- Closed on the Parcel Project last week

Kathy Peterson, Social Services Director:

- Senior Meet and Greet – Chalfant June 16
- Gordon Greene – Veterans Services
- Social Services Senior Program and Eligibility Staff
- Animal Control – Amber brought an adoptable dog to share with the public
- Public Health – COVID vaccinations and tobacco prevention
- Over 1500 community members in attendance
- Event planned for July 21 – Ice Cream Social – Chalfant Community Center
- North County Senior Service Field Trip – Twin Lakes July 25
- In person – Resource Family Gatherings July 10 – Mono Lake Park

Note:

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- Social Services is partnering up with California Indian Legal Services – provide Housing Legal Services for income qualified residents
- Update on CalFresh applications and explains emergency allotments
- Discussed MediCal modifications – more people will be eligible for benefits

Malinda Huggins, Animal Control Director:

- Meet n Greet – Social Services – brings adoptable animals to the community

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.)

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

A. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from April 12, 2022, and April 19, 2022, Regular Meeting of the Board of Supervisors.

Action: Approved the Board Minutes from the April 12, 2022, and April 19, 2022, Regular Meeting of the Board of Supervisors.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-130

B. White Mountain Fire Department Appointment

Departments: Clerk of the Board of Supervisors

Pursuant to Health and Safety Code sections 13000 - 13970, the White Mountain Fire Protection District (White Mountain Fire) informed the Mono County Clerk of two vacancies on its governing board. Notice of the vacancies was posted in three conspicuous places as required by Government Code section 1780. Since it is past the 60-day time frame in which the White Mountain Fire Board could have made the appointment, under section 1780, the Board of Supervisors may make the appointment. Subsequently, White Mountain received one application, from Bruce Vidal. Accordingly, the White Mountain Fire Board is asking that the Board of Supervisors appoint Bruce Vidal a member of the White Mountain Fire governing board for a term ending November 30, 2022.

Action: Appointed Bruce Vidal to the White Mountain Fire Protection District governing board for a term ending November 30, 2022.

Note:

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Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-131

C. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 5/31/2022.

Action: Approved the Treasury Transaction Report for the month ending 5/31/2022.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-132

D. Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application FY 2022-23

Departments: Public Health

Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application (AFA) for FY 2022-23.

Action: Approved the Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application (AFA) for FY 2022-23 and authorized the Chairperson to sign the MCAH AFA Agency Information Form to execute the agreement on behalf of the County. Additionally, provide authorization for the Public Health Director to approve minor amendments and/or revisions that may occur during the contract period provided they are approved by County Counsel and do not materially affect the County's rights.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-133

E. Privacy and Security Agreement Extension with DHCS and CDSS

Departments: Social Services

The Department of Health Care Services (DHCS) and California Department of Social Services (CDSS) both have Privacy and Security Agreements (PSA) with Mono County Social Services. They are drafting a new PSA which is going through California Welfare Director's Association County review and negotiations currently. Given the delay in this renewal, DHCS and CDSS will be electing to use the available 6-month extension detailed within both of their 2019 PSA agreements with the County, under Section XVIII. Termination. This would extend the term of current PSAs from September 2022 through March 1, 2023, to allow time for the remaining steps of the state's renewal process while minimizing impacts to County Department/Agencies and allowing ongoing data transmissions of PII. In order to proceed with the PSA extension, DHCS

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and CDSS need each county to provide a written acknowledgement of agreement to the 6-month extension.

Action: Agreed to extend the Privacy and Security Agreements between Mono County and the Department of Health Care Services and the California Department of Social Services for six months, and authorized Mono County Social Services Director, Kathy Peterson, to acknowledge and agree to such an extension.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-134

F. Adoption of Vehicle Miles Traveled Thresholds of Significance

Departments: Community Development

Proposed ordinance for adoption of Vehicle Miles Traveled thresholds of significance (second reading).

Action: 1. Adopted the Addendum to the 2015 Mono County General Plan Environmental Impact Report (EIR) and direct staff to file a Notice of Determination. 2. Adopted ORD22-006, establishing thresholds of significance and screening criteria for the purpose of analyzing impacts under the California Environmental Quality Act (CEQA) related to Vehicle Miles Traveled (VMT).

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-135

ORD22-006

G. Inyo Mono Broadband Consortium - Funding Opportunity and Governance

Departments: CAO

On May 19, 2022, the California Public Utilities Commission (CPUC) adopted Decision (D). 22-05-029 which made programmatic changes to the California Advanced Services Fund (CASF) Consortia Grant Account and allocated \$10.71 million of funding for California regional broadband consortia in FY 22-23.

Action: Adopted proposed resolution: (1) requesting that the Eastern Sierra Council of Governments (ESCOG) integrate the Inyo-Mono Broadband Consortium (IMBC) into its governance structure, including serving as the board of the IMBC; and (2) authorizing the ESCOG to apply for, administer and expend grants and other revenues, including broadband consortia funding allocated under the CASF, in furtherance of regional broadband development.

Note:

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Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-136

R22-69

H. Budget Allocation Transfer Request

Departments: Clerk of the Board, Clerk-Recorder, Registrar of Voters

This item is a request for appropriation adjustments in the Board of Supervisors, Elections, and Clerk-Recorder budget units.

Action: Approved appropriation transfer request of \$49,524 from the Clerk-Recorder Budget unit to account for budget adjustments as recommended in Attachments A, B, and C, or as amended (requires 4/5ths approval).

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-137

I. Facilities Amended Budget FY 2021-22

Departments: Public Works

Facilities Division Appropriation Transfer request to account for budget adjustments as recommended in Attachment A,

Action: Approved Facilities Division Appropriation Transfer request to account for budget adjustments as recommended in Attachment A, or as amended (requires 4/5ths approval).

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-138

6. CORRESPONDENCE RECEIVED

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

A. Governor's Proclamation for the November 8, 2022, General Election

Departments: Elections

A proclamation by the Governor of the State of California that the General Election will be

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state on Tuesday, November 8, 2022.

7. REGULAR AGENDA - MORNING

A. Review and Declaration of June 7, 2022, Statewide Direct Primary Election Results

Departments: Elections

(Scheereen Dedman, Registrar of Voters) - Presentation of certified election results. Request for declaration of results. Due to California Elections Code requiring "signature cure" letters to be accepted until two days before certification of the election, the final results cannot be attached to the agenda. To view the complete Statement of Vote (which will be submitted to the Secretary of State electronically, when available), visit the link:

below: <https://monocounty.ca.gov/elections/page/june-7-2022-statewide-direct-primary-election-results>

CAO Lawton:

- Item pulled per staff request, to be heard at next board meeting.

Scheereen Dedman, Registrar of Voters:

- Provided explanation for not hearing item today
- Security Key expired – tech issue

B. MOU between Mono County and CDSS for Mass Care and Shelter Supplies

Departments: Social Services

(Kathy Peterson, Social Services Director) - Memorandum of Understanding between Mono County and the California Department of Social Services (CDSS) for the provision of State Mass Care and Shelter Supplies. CDSS understands there exists a great potential for a natural disaster or catastrophic event capable of producing Mass Care and Sheltering needs that may overwhelm local and regional capability. CDSS will provide the County, without monetary obligation, a trailer with State Mass Care and Shelter supplies for the County to store and maintain to respond to a natural disaster or catastrophic event. The County may provide access and use of the supplies to cities within the County and to surrounding counties in the Mutual Aid Region (MAR) (Region VI) to accommodate their need for emergency sheltering.

Action: Approved Memorandum of Understanding between the County of Mono and the California Department of Social Services for the provision of State Mass Care and Shelter Supplies for the County to respond to a natural disaster or catastrophic event.

Kathy Peterson, Social Service Director:

- Presented Item

Note:

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Kreitz motion. Peters seconded.

Vote: 5 yes, 0 no

M22-139

C. Cannabis Delivery in Unincorporated Areas of Mono County

Departments: Community Development

5 minutes

(Michael Draper, Planning Analyst II) - Proposed ordinance continuing temporary suspension of prohibition on cannabis delivery established by Mono County Code Section 5.60.140(L) until public outreach and input occur and a long-term policy either allowing or prohibiting cannabis delivery is implemented by the County.

Action: Introduced, read title, and waived further reading of proposed ordinance.

Wendy Sugimura, Community Development Director:

- Presented Item

Stacey Simon, County Counsel:

- Provides clarity on the Ordinance for Supervisor Peters

Cory Zila, Tioga Green Owner

- Town of Mammoth Lakes is Pro Business and willing to move forward with being able to deliver into the Town of Mammoth Lakes
- Explains providing services for the community – Supervisor Peters area mostly
- Created two jobs once this gets approved

Corless motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-140

D. Cal Trans - District Maintenance Agreement

Departments: CAO and Sustainable Recreation

10 minutes

(Robert C. Lawton, CAO and Stacey Simon, County Counsel) - Proposed contract with Cal Trains District 9 pertaining to deployment, servicing, and maintenance of dumpsters and restrooms along Cal Trans District 9 managed Rights of Way in Mono County. The Clean California program is invested in “removing litter, creating jobs, educating the public and engaging the community to transform unsightly roadsides into spaces of pride for all Californians.” This district maintenance agreement will provide Mono County with up to \$100,100 for the deployment, servicing, and maintenance of portable restroom and dumpster facilities along Cal Trans managed Right of Ways in Mono County. This agreement is intended to compliment the Dispersed Camping Collaborative and Camp Like a Pro action plan(s) to “protect our public lands from fires, trash, and trampling” and

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will be located in high use dispersed camping and popular day-use recreation areas.

Action: Approved and authorized the Public Works Director to sign proposed contract. Authorized the Public Works Director, in consultation with County Counsel, to administer contract. This authorization shall include making minor adjustments to said contract from time to time as the Public Works Director 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.

CAO Lawton:

- Presented Item

County Counsel Simon:

- Explains her legal review of agreement – “litter pick-up” - Agreement doesn’t actually describe the work that the county will be providing

Chair Gardner:

- Supports

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

M22-141

8. CLOSED SESSION

Closed Session: 10:05 AM

Reconvened: 11:16 AM

- No report from closed session

A. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.
Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: County of Mono v. City of Los Angeles et al., Cal. Court of Appeal, First District, Case No.: A162590.

B. Closed Session - Exposure to Litigation

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

C. 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

Note:

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

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.

D. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

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

Supervisor Kreitz:

- COC Special Meeting – Approved the draft of the HHAP Housing and Homelessness Plan

Supervisor Duggan:

- 6/28 – Economic Development Tourism Film Commission Meeting
- 6/29 – Meeting with White Mountain Fire District – Benton: Bruce Vital

Supervisor Peters:

- 7/4 Festivities Thanked Chamber of Commerce, Lynda Pemberton, Reanna Brown, Paramedics, Public Works, and Claude Fiddler
- Received a plaque on the Boards behalf
- NaCo Meetings – Discussed upcoming annual meetings
- 6/28 – Economic Development Tourism Film Commission Meeting

Supervisor Corless:

- Clean Up the Lake - --Met with representatives of Clean up the Lake, org that will be seeking fish and game fine fund monies, working to get a project together for the Mammoth Lakes Basin (in addition to the project already planned this year for June Lake
- 6/24 – Golden State Connect authority meeting, project development continues, meeting highlights here:
https://www.rcrcnet.org/sites/default/files/useruploads/Meetings/Misc/2022/GSCA_BOD_Highlights_06242022_FINAL.pdf
- 4th of July celebration in Mammoth, great events, thanks to Mammoth Lakes Chamber of Commerce for organizing, especially Brianna Goico
- Continuing NACo High Performance Leadership Academy

Chair Gardner:

- On Thursday June 23 I participated with Supervisor Kreitz in a meeting of the Board's Governance Subcommittee. We reviewed with CAO Lawton and our consultant a draft of the revised Board Handbook that will be presented top the Board later this summer.
- Also, on Thursday the 23rd I participated in a meeting of the County's Justice, Equity,

Note:

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

Diversity, and Inclusion Committee. We discussed next steps for this group's activities.

- On Saturday June 25 I participated in the annual June Lake Trails Day. We had a great turnout and worked on several trails improvement projects around the June Lake area.
- On Monday June 27 I participated in two separate meetings focused on planning for the Children's Summit on July 13.
- On Tuesday June 28 I joined Supervisor Peters and IT Director Nate Greenberg for a meeting with Darcie Houck, a member of the California Public Utilities Commission. We talked about broadband opportunities in Mono County and the status of current internet service in various areas.
- Last Friday July 1 I participated in the monthly meeting of the Kutzadika Tribal Council. Topics at that meeting included the status of the Tribe's Federal Recognition legislation, and their Kutzadika Walk from Long Valley to mono lake planned for July 17 to 23.

Moved to Closed Session: Item #8A.

ADJOURNED 11:16 AM

ATTEST

BOB GARDNER
CHAIR OF THE BOARD

DANIELLE PATRICK
SENIOR DEPUTY CLERK/ELECTIONS ASSISTANT

Note:

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

TIME REQUIRED

SUBJECT Resolution Making Findings under
AB 361 - Related to Remote
Meetings

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of October 4, 2022 through November 3, 2022.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon, County Counsel

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Resolution
Recommendation

History

Time	Who	Approval
9/21/2022 11:34 AM	County Counsel	Yes
9/26/2022 12:44 PM	Finance	Yes

9/30/2022 1:34 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck
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 Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Re: Resolution Making Findings Under AB 361 through November 3, 2022

Recommended Action

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of October 4, 2022 through November 3, 2022.

Strategic Plan Focus Areas Met

A Thriving Economy Safe and Healthy Communities
 Sustainable Public Lands Workforce & Operational Excellence

Discussion

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

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

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

materials. The proposed resolution would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing. If the Board adopts the proposed resolution, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through November 3, 2022.

In order to continue to meet under those modified rules after October 6, the Board will again need to reconsider the circumstances of the state of emergency and again make one of the additional findings required by AB 361.

Adoption of the proposed resolution *does not require* that the Board utilize the modified teleconference rules of AB 361 to meet remotely, but merely *authorizes* it to do so. Indeed, because the Board has commenced holding hybrid (partially remote, partially in-person) meetings, findings under AB 361 are necessary in order to enable those electing to participate from a remote location to do so under the modified teleconference rules.

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



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
MAKING FINDINGS UNDER AB 361 FOR
THE PERIOD OF OCTOBER 4, 2022, THROUGH NOVEMBER 3, 2022**

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

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

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

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

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

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

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

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

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

1 **SECTION THREE:** Local officials continue to recommend measures to promote social
2 distancing.

3 **SECTION FOUR:** Meetings of the Board of Supervisors may continue to be held under
4 the modified teleconferencing rules set forth in AB 361 through November 3, 2022.

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

8 **PASSED, APPROVED and ADOPTED** this 4th day of October, 2022, by the following
9 vote, to wit:

10 **AYES:**

11 **NOES:**

12 **ABSENT:**

13 **ABSTAIN:**

Bob Gardner, Chair
Mono County Board of Supervisors

14
15 **ATTEST:**

16 **APPROVED AS TO FORM:**

17
18
19 _____
Clerk of the Board

County Counsel



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

To: Board of Supervisors

From: Caryn K. Slack, Public Health Officer

Re: Recommendation regarding Social Distancing and Virtual Meetings

As Health Officer for Mono County, I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors and other County-related legislative bodies subject to the Brown Act, to minimize the spread of COVID-19. In workplaces, employers are subject to Cal/OSHA COVID-19 Temporary Standards (ETS).

Subchapter 7. General Industry Safety Orders
Introduction

§3205. COVID-19 Prevention.

NOTE: See Executive Order N-84-20 (2019 CA EO 84-20), issued in response to the COVID-19 pandemic, which suspends certain provisions relating to the exclusion of COVID-19 cases from the workplace.

(a) Scope.

(1) This section applies to all employees and places of employment, with the following exceptions:

(A) Work locations with one employee who does not have contact with other persons.

(B) Employees working from home.

(C) Employees with occupational exposure as defined by section 5199, when covered by that section.

(D) Employees teleworking from a location of the employee's choice, which is not under the control of the employer.

(2) Nothing in this section is intended to limit more protective or stringent state or local health department mandates or guidance.

(b) Definitions. The following definitions apply to this section and to sections 3205.1 through 3205.4.

(1) “Close contact” means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” defined by this section. This definition applies regardless of the use of face coverings.

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

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: County Counsel and Information Technology

TIME REQUIRED

PERSONS

SUBJECT

Resolution Establishing Minimum
Two-Year Retention Period for
Electronic Mail

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Resolution Establishing the Retention Period for Electronic Mail at a Minimum of Two Years and Authorizing Staff to Update the Voice and Electronic Media Policy and the Public Records Act Policy for Private Devices and Accounts adopted by Resolutions R17-92 and R17-93 to Reflect said Changes.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Resolution
Staff Report

History

Time	Who	Approval
9/29/2022 9:52 AM	County Counsel	Yes
9/8/2022 7:27 AM	Finance	Yes

9/30/2022 1:34 PM

County Administrative Office

Yes



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
ESTABLISHING THE RETENTION PERIOD FOR EMAIL AT
TWO YEARS UNLESS OTHERWISE DIRECTED AND AUTHORIZING STAFF TO
UPDATE THE 2017 VOICE AND ELECTRONIC MEDIA POLICY (APPROVED BY
RESOLUTION R17-92) AND PUBLIC RECORDS ACT POLICY FOR PRIVATE
DEVICES AND ACCOUNTS (APPROVED BY RESOLUTION R17-93) TO REFLECT
SAID CHANGES**

WHEREAS, the Voice and Electronic Media Policy and the Public Records Act Policy for Private Devices (the “Policies”) were adopted by the Board of Supervisors in 2017 by Resolutions R17-92 and R17-93, respectively; and

WHEREAS, the Policies address the use and maintenance of electronic communication and media, including electronic files, messages and electronic mail or “email”; and

WHEREAS, the Board of Supervisors has authority to provide for the retention and destruction of writings in the possession of the County, including email; and

WHEREAS, pursuant to said authority, the Board wishes to establish a retention period for email of two years, unless otherwise specified, and affirm prior direction to maintain email that constitutes official records of the County or is otherwise required for public purposes for such additional periods as may be required;

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

SECTION ONE: Email sent or received by County employees or officials shall be retained by the County for a period of two years. Employees and officials shall continue past practices of maintaining emails beyond that period, and in a location apart from email inboxes, where such email constitutes an official record of the County; is subject to litigation hold; or is otherwise required to be maintained for the purpose of doing County business.

SECTION TWO: Staff is authorized and directed to revise the Voice and Electronic Media Policy adopted by Resolution R17-92 and the Public Records Act Policy for Private

1 Devices and Accounts adopted by Resolution R17-93 to reflect a two-year retention policy for
2 email, unless a longer retention period applies.

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

5 **AYES:**

6 **NOES:**

7 **ABSENT:**

8 **ABSTAIN:**

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

13 **ATTEST:**

14 **APPROVED AS TO FORM:**

15 _____
16 Clerk of the Board

17 _____
18 County Counsel

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck
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 Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon and Milan Salva

Date: October 4, 2022

Re: Email retention

Recommended Action

Adopt proposed resolution establishing the retention period for electronic mail at two years unless otherwise directed and authorizing staff to Update the 2017 Voice and Electronic Media Policy (approved by Resolution R17-92) and the Public Records Act Policy for Private Devices and Accounts (approved by Resolution R17-93) to reflect said changes.

Strategic Plan Focus Areas Met

A Thriving Economy Safe and Healthy Communities
 Sustainable Public Lands Workforce & Operational Excellence

Discussion

The law surrounding retention of various forms of modern communication (e.g., email, instant messaging, texts) is rapidly evolving. This Resolution updates County policies and practices to reflect current legal requirements. It does not affect what any employee or official must do with their email, all changes are implemented by the Information Technology Department on the “back end”. As always, employees and officials must maintain emails (in a folder separate from their inbox) which are required for County purposes beyond two years or which are subject to a litigation hold.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704 or Milan Salva at 760-924-1696.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: CAO and Behavioral Health

TIME REQUIRED

SUBJECT Agreement with Beth Cohen, dba
Organizational Mind Group

**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 Beth Cohen, dba Organizational Mind Group, for ongoing Employee Wellness, 360 Evaluation, and Behavioral Health Department consulting services.

RECOMMENDED ACTION:

Approve County entry into proposed contract with Beth Cohen, dba Organizational Mind Group for Employee Wellness, 360 Evaluation, and Behavioral Health Department consulting services, for a period commencing September 11, 2022, and terminating December 31, 2023, and a not-to-exceed amount of \$125,000. Authorize the Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The not-to-exceed contract limit of \$125,000 for all services for the 12-month period of the agreement is funded with \$25,000 from the CAO/HR budget (360 evaluations), \$60,000 from the County's health and wellness fund financed with Trindel incentive revenues, and \$40,000 from Behavioral Health sourced revenues.

CONTACT NAME: John Craig, Assistant CAO

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Contract](#)

History

Time

Who

Approval

9/30/2022 2:57 PM	County Counsel	Yes
9/28/2022 3:44 PM	Finance	Yes
9/30/2022 3:07 PM	County Administrative Office	Yes

**AGREEMENT BETWEEN COUNTY OF MONO
AND BETH A. COHEN, Ph.D., DBA ORGANIZATIONAL MIND GROUP, PC
FOR THE PROVISION OF COUNTY WELLNESS, 360 EVALUATION, AND BEHAVIORAL
HEALTH DEPARTMENT CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of Beth A. Cohen, Ph.D., dba Organizational Mind Group, PC of Dana Point, California (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 individual noted in Attachment A. 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 requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

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 September 11, 2022, to December 31, 2023, 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 \$125,000 in any twelve-month period (hereinafter referred to as "Contract Limit"). Of this total, no more than \$60,000 shall be paid for Health and Wellness; no more than \$25,000 for the conduct of 360 Evaluations; and no more than \$40,000 for Behavioral Health Consulting. 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 and/or in excess of the stated amount for each type of service provided (i.e., Health and Wellness, 360 Evaluations, or Behavioral Health consulting).

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 within 30 days of performance. 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 and that invoices are timely submitted, 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. 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.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such 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. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. 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.

9. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

10. 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 10 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 ("Records"), that County determines to be pertinent to this Agreement (but excluding any Records which Contractor determines contain private information which would undermine employee trust or confidence in the services), 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. Notwithstanding the foregoing, County shall not have access to any protected health information (PHI) as that term is defined in federal or state law, unless access to such information is necessary for the County to conform to its legal obligations or perform its mandated functions.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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:

Robert C. Lawton, CAO
P.O. Box 696
Bridgeport, CA 93517
rlawton@mono.ca.gov or cstone@mono.ca.gov

Robin Roberts, BH Director
P.O. Box 2619
1290 Tavern Road, Suite 276
Mammoth Lakes, CA 93546
rroberts@mono.ca.gov

Contractor:

Beth A. Cohen
34091 Calle La Primavera, Suite B
Dana Point, CA 92629
Bethcohen99@gmail.com

23. 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.

24. 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

CONTRACTOR

By: _____

By:  _____
Be [unclear] Sep 30, 2022 16:37 PDT)

Dated: _____

Dated: Sep 30, 2022

APPROVED AS TO FORM:



Stacey Simon (Sep 30, 2022 16:58 PDT)
County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND BETH A. COHEN, Ph.D., DBA ORGANIZATIONAL MIND GROUP, PC FOR THE PROVISION OF COUNTY WELLNESS, 360 EVALUATION, AND BEHAVIORAL HEALTH DEPARTMENT CONSULTING SERVICES

TERM:

FROM: September 11, 2022 TO: December 31, 2023

SCOPE OF WORK:

1. Employee Health and Wellness

As requested by the CAO or his designee, Contractor will provide a variety of leadership consulting services, including assessment, coaching and consultation related to improving the health and well-being of the County workforce. Some examples include: off-site Zoom and telephone meetings with the Mono County leadership team along with on-site leadership coaching and group seminars and meetings; workforce well-being committee development; staff conflict resolution; advising regarding HR-related issues; and debriefings. Contractor may provide all or some of these services and any related consulting, as requested by the CAO.

2. Conduct of Department Head 360 Evaluations, Analysis and Follow-up Coaching

As requested by the Board of Supervisors (for CAO and County Counsel evaluations) and by the CAO (for Department Head evaluations) Contractor shall prepare, issue and administer 360 evaluations of County Department Heads, County Administrative Officer, and County Counsel utilizing the “Focal 360” through a third-party platform, CustomInsight. Contractor shall then provide analysis, recommendations and up to 5 coaching sessions, as directed by the Board of Supervisors (for the County Administrative Officer and County Counsel) or the County Administrative Officer (for Department Heads). In addition, for CAO and County Counsel evaluations, Contractor shall prepare a summary report.

3. Department of Behavioral Health Consulting

As requested by the Director of Behavioral Health, Contractor shall provide staff trainings, guidance and consultation regarding Behavioral Health department operations; and presentations on behavioral health topics to the general public or County staff. Services include, but are not limited to: critical incident debriefings, individual consultations, coaching, group meetings, presentations, document review and meeting preparation.

Contractor may share general themes and issues identified through this work with Mono County Administration, including the CAO, Human Resources Director and/or County Counsel, for the purpose of assisting County Administration to appropriately respond to traumatic incidents in the workplace and/or supporting appropriate department structure and policy.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND BETH A. COHEN, Ph.D., DBA ORGANIZATIONAL MIND GROUP, PC
FOR THE PROVISION OF COUNTY WELLNESS, 360 EVALUATION, AND BEHAVIORAL
HEALTH DEPARTMENT CONSULTING SERVICES**

TERM:

FROM: September 11, 2022 TO: December 31, 2023

SCHEDULE OF FEES:

Contractor shall submit separate invoices for each project under this Agreement (i.e., Health and Wellness, 360 Evaluation, and Behavioral Health consulting), at the following rates:

Onsite services – trainings/consultations/meetings/facilitations/miscellaneous activities (6 hours/day) :
\$6,500/day

Travel : 50% of day rate, billed per day

Travel-related expenses:
Transportation : IRS rate
Per Diem : County rate
Lodging : Actual cost

Hourly rate for telephonic consultation, 360 degree evaluations, coaching, document preparation and all other services : \$285.00

Invoices shall be delivered to the CAO or designee for Health and Wellness and 360 Evaluation services and to the Director of Behavioral Health or her designee for Behavioral Health Consulting services.

Contract limits per project are as follows and shall not be exceeded without contract amendment:

Health and Wellness : \$60,000
360 Evaluation Services: \$25,000
Behavioral Health Consulting: \$40,000

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










Beth Cohen Sept 2022 - Dec 2023 FINAL Clean

Final Audit Report

2022-09-30

Created:	2022-09-30
By:	John Craig (jcraig@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACpBNcLICWfkLq0-tfp-BoT39rHg7IQHP

"Beth Cohen Sept 2022 - Dec 2023 FINAL Clean" History

-  Document created by John Craig (jcraig@mono.ca.gov)
2022-09-30 - 11:33:16 PM GMT- IP address: 162.252.88.209
-  Document emailed to bethcohen99@gmail.com for signature
2022-09-30 - 11:33:41 PM GMT
-  Email viewed by bethcohen99@gmail.com
2022-09-30 - 11:34:11 PM GMT- IP address: 172.226.6.20
-  Signer bethcohen99@gmail.com entered name at signing as Beth A Cohen
2022-09-30 - 11:37:55 PM GMT- IP address: 68.5.205.118
-  Document e-signed by Beth A Cohen (bethcohen99@gmail.com)
Signature Date: 2022-09-30 - 11:37:57 PM GMT - Time Source: server- IP address: 68.5.205.118
-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature
2022-09-30 - 11:37:58 PM GMT
-  Email viewed by Stacey Simon (ssimon@mono.ca.gov)
2022-09-30 - 11:58:09 PM GMT- IP address: 162.252.88.209
-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)
Signature Date: 2022-09-30 - 11:58:19 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Agreement completed.
2022-09-30 - 11:58:19 PM GMT



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: Behavioral Health

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Contract Amendment with North
American Mental Health Services for
the Provision of Telepsychiatry and
Telehealth Therapy Services

AGENDA DESCRIPTION:

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

Proposed contract amendment with North American Mental Health Services pertaining to the Provision of Telepsychiatry and Telehealth Therapy services.

RECOMMENDED ACTION:

Approve and authorize CAO to sign contract amendment with North American Mental Health Services for the Provision of Telepsychiatry and Telehealth Therapy services for the period of October 1, 2019 to September 30, 2022 and a not-to-exceed amount of \$960,000.

FISCAL IMPACT:

The amendment states that total payments to the contractor by the County will not exceed \$420,000 in any 12-month period, or \$960,000 for the entire term of the Agreement. This service is paid for through the Mental Health Services Act and the Mental Health Block Grant. Funding for all jail services will be covered through the Mono County Sheriff's Office.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-924-1729 / rroberts@mono.ca.gov

SEND COPIES TO:

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

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
NAMHS October 2019- September 2022 Amendment Staff Report
NAMHS October 2019-September 2022 Agreement
NAMHS October 2019-September 2022 Amendment 1

[NAMHS October 2019-September 2022 Amendment 2](#)

[NAMHS October 2019-September 2022 Amendment 3](#)

[NAMHS October 2019-September 2022 Amendment 4- PROPOSED](#)

History

Time	Who	Approval
9/28/2022 6:42 PM	County Counsel	Yes
9/27/2022 3:24 PM	Finance	Yes
9/30/2022 1:35 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: October 4, 2022

SUBJECT:

Contract Amendment with North American Mental Health Services for the provision of Tele-Psychiatry and Telehealth Therapy Services.

RECOMMENDED ACTION:

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

DISCUSSION:

Mono County Behavioral Health has provided telepsychiatry for children and adults since 2014. As a part of our contract with the Department of Health Care Services, Mono County Behavioral Health is mandated to provide psychiatry to adults and children with full scope MediCal; this contract with NAMHS allows MCBH to meet this mandate. This contract amendment will allow MCBH to offer enhanced services, primarily evaluations for LPS conservatees, Medication Assisted Therapies, and other new requirements not only for those with MediCal but also for those currently incarcerated in the Mono County Jail.

FISCAL IMPACT:

The amendment states that total payments to the contractor by the County will not exceed \$420,000 in any 12-month period, or \$960,000 for the entire term of the Agreement. This service is paid for through the Mental Health Services Act and the Mental Health Block Grant. Funding for all jail services will be covered through the Mono County Sherriff's Office.

SUBMITTED BY:

Danielle Murray, Fiscal & Technical Specialist ,760.924.4637

AGREEMENT BETWEEN COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL HEALTH SERVICES FOR THE PROVISION OF TELE-PSYCHIATRY SERVICES

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Tele-Psychiatry services of NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL HEALTH SERVICES (NAMHS), of Redding, California (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 Behavioral Health, 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 requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

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 October 1, 2019 to September 30, 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 one hundred and five thousand dollars (\$105,000), in any twelve-month period (hereinafter referred to as "Contract Limit").** Please refer to Attachment B, Schedule of Fees, for hourly rates. 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.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

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

9. INSURANCE

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

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$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 (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective

date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

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

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

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

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

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

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the

Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor sixty (60) 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 sixty (60) calendar days written notice of such intent to terminate.

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:
Robin K. Roberts, Director
Mono County Behavioral Health
P.O. Box 2619
Mammoth Lakes, CA 93546

Contractor:
Native American Mental Health Services DBA North American Mental Health Services
1742 Oregon Street
Redding, CA 96001

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 ON THE DATE FIRST ABOVE MENTIONED.

COUNTY OF MONO

By: *Stephen W. Barnes*
Title: CAO
Dated: 10-30-19

APPROVED AS TO FORM:

Stephane L...
County Counsel

APPROVED BY RISK MANAGEMENT:

[Signature]
Risk Manager

CONTRACTOR

By: *Thomas J. Andrews, me*
Title: CEO/owner
Dated: 9/24/2019

By: *[Signature]*
Title: CEO/owner
Dated: 9/24/2019

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL HEALTH SERVICES FOR THE PROVISION OF TELE-PSYCHIATRY SERVICES

TERM:

FROM: October 1, 2019 TO: September 30, 2022

SCOPE OF WORK:

1. Services. Pursuant to the terms of this Agreement, Contractor shall employ, or otherwise arrange for, services of provider(s), to conduct Tele-psychiatry and on-site visits for the purpose of delivering direct patient care services, as agreed upon by both parties.

1.1 Professional Medical Services. The County hereby grants the right to Contractor to employ, or otherwise arrange for the services of, provider(s), and hereby grants the right to provide professional medical services. Services shall include:

1.1.1 Psychiatry services of Tele-psychiatry, consisting of psychiatric/medication evaluations, prescribing and monitoring medications for clients with mental health and substance abuse disorders.

1.1.2 Services may include psychological evaluation and testing through Tele-psychiatry on an as-needed basis.

1.2 Contractor Services. Contractor to render the following services:

1.2.1 Psychiatric evaluation and follow up, including laboratory evaluation

1.2.2 Pharmaceutical Management including medication pre-authorizations

1.2.3 Drug and alcohol treatment when necessary

1.2.4 Child and adolescent treatment along with the follow up and management

1.2.5 Refills of medication with the assistance of the County, the Mono County Jail and/or Mono County Behavioral Health, if needed. Provide consultation for "call backs", which are screened by the County. Phone consultation will be provided on an as needed basis for emergency or urgent evaluations.

1.3 Duties of Contractor. During the term of this agreement, Contractor shall have the obligation to:

1.3.1 The above services will be performed at the Mono County Jail onsite or through Telemedicine on an as needed basis, as deemed appropriate by the parties.

1.3.2 Use of Mono County Jail Electronic Health Record (EHR). Contractor shall document services provided under this Agreement in Mono County/Jail EHR no more than 30 days from date of service.

1.3.4 Notwithstanding the Insurance provisions in Paragraph 9 above, Contractor shall provide malpractice coverage of \$1,000,000,000 and \$3,000,000,000 respectively, for each psychiatric provider employed by contractor.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL HEALTH SERVICES FOR THE PROVISION OF TELE-PSYCHIATRY SERVICES

TERM:

FROM: October 1, 2019 TO: September 30, 2022

SCHEDULE OF FEES:

- Contractor shall provide County with all necessary information regarding the delivery of medical services to assist the County in charging the clients' professional fees for the Telepsychiatric Services, which shall be consistent with and shall not exceed the usual, customary and reasonable community standards for medical services.
- The County agrees to provide compensation to Contractor and Contractor agrees to accept compensation at the following rates:
 - \$220 per hour of Telepsychiatric Services provided to clients of Mono County by Pas/NP providers in accordance with this Agreement.
 - \$260 per hour of Telepsychiatric Services provided to clients of Mono County by MD providers in accordance with this Agreement.
 - One additional hour will be billed for each date of service, at the rate of the provider type.
- The County guarantees payment for any Scheduled Service Hours. Contractor shall provide an invoice to the County on a monthly basis, which invoice the County shall pay within thirty (30) days of receipt. In no event shall total payments to Contractor by County pursuant to this Agreement exceed \$105,000 in any twelve-month period.

**AGREEMENT BETWEEN COUNTY OF MONO
AND NORTH AMERICAN MENTAL HEALTH SERVICES
FOR THE PROVISION OF TELE-PSYCHIATRY SERVICES**

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the "Agreement") between NORTH AMERICAN MENTAL HEALTH SERVICES (NAMHS), (the "Business Associate") and the County of Mono (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. "Business Associate" shall mean the party identified above as the "Business Associate".

(b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.

(c) Covered Entity. "Covered Entity" shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(e) Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. "Individual" shall have the same meaning as the term "Individual" in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. "Master Agreement" shall mean the contract or other agreement

to which this Attachment is attached and made a part of.

(h) Minimum Necessary. "Minimum Necessary" shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

(l) Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.

(m) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. **Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Scope of Work (Attachment A) of the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business

Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate

is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. **Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to

comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Mono County Privacy Officer
Office of County Counsel
P.O. Box 2415
Mammoth Lakes, CA 93546

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) **Lost Revenues.** Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) **Penalties/Fines for Failure to Comply with HIPAA.** Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) **Penalties/Fines (other).** Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

**AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA
NORTH AMERICAN MENTAL HEALTH SERVICES FOR THE
PROVISION OF TELE-PSYCHIATRY SERVICES**

This Agreement and First Amendment is entered into November 1, 2019, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Native American Mental Health Services DBA North American Mental Health Services of Redding, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor executed on October 1, 2019, providing tele-psychiatry services. The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. The following language shall be added to section 1.2 of the Scope of Work (Attachment A) on page 10:

NAMHS will supply a therapist to consult or provide therapy to the County's patients on an as-needed basis. The therapy may consist of many types of therapy, not limited to but may include, EMDR, Brain Spotting, Play Therapy, PTSD and Drug and Alcohol. The therapy will be provided during scheduled times mutually agreed upon by both parties. The County shall manage the schedule on a daily basis. Contractor's therapists shall chart within the County EMR within 48 hours of time of service.

2. The following language shall be added to the second bullet point in the Schedule of Fees (Attachment B) on page 11:

\$175 per hour of Tele-therapy Services provided to clients of Mono County by qualified providers in accordance with this Agreement.

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:



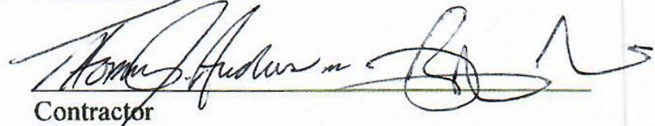
Steve Barwick, CAO

Approved as to Form:



County Counsel

CONTRACTOR:



Contractor

Thomas J. Andrews MSW

Print Name Title

**AGREEMENT AND SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA
NORTH AMERICAN MENTAL HEALTH SERVICES FOR THE
PROVISION OF TELE-PSYCHIATRY SERVICES**

This Agreement and Second Amendment is entered into July 6, 2020, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Native American Mental Health Services DBA North American Mental Health Services of Redding, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor executed on October 1, 2019, providing tele-psychiatry services ("Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. shall be replaced in entirety by the following language:

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 \$230,000 in any twelve-month period or \$690,000 for the entire term of the Agreement (hereinafter referred to as "Contract Limit"). Please refer to Attachment B, Schedule of Fees, for hourly rates. 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.

2. The third bullet point in Attachment B, Schedule of Fees, is replaced in its entirety by the following language:

The County guarantees payment for any Scheduled Service Hours. Contractor shall provide an invoice to the County on a monthly basis, which invoice shall pay within thirty (30) days of receipt. In no event shall total payments to Contractor by County pursuant to this Agreement exceed \$230,000 in any twelve-month period or \$690,000 for the entire term of the Agreement.

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:



Robert Lawton, CAO

CONTRACTOR:


NAMHS (Aug 3, 2020 15:22 PDT)

Contractor


Benton Kinney

CFO

Print Name

Title

Approved as to Form:


Stacey Simon (Jul 30, 2020 18:34 PDT)

County Counsel

**AGREEMENT AND THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA
NORTH AMERICAN MENTAL HEALTH SERVICES FOR THE
PROVISION OF TELE-PSYCHIATRY SERVICES**

This Agreement and THIRD Amendment is entered into May 10, 2021, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Native American Mental Health Services DBA North American Mental Health Services of Redding, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor executed on October 1, 2019, and amended on November 1, 2019 and again on July 6, 2020, providing tele-psychiatry services ("Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. shall be replaced in entirety by the following language:

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 \$420,000 in any twelve-month period or \$840,000 for the entire term of the Agreement (hereinafter referred to as "Contract Limit"). Please refer to Attachment B, Schedule of Fees, for hourly rates. 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.

2. The third bullet point in Attachment B, Schedule of Fees, is replaced in its entirety by the following language:

The County guarantees payment for any Scheduled Service Hours. Contractor shall provide an invoice to the County on a monthly basis, which invoice shall pay within thirty (30) days of receipt. In no event shall total payments to Contractor by County pursuant to this Agreement exceed \$420,000 in any twelve-month period or \$840,000 for the entire term of the Agreement.

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:



Robert Lawton, CAO

CONTRACTOR:


John Serle (Jun 9, 2021 14:39 PDT)

Contractor

John Serle

C.O.O.

Print Name

Title

Approved as to Form:


Christy Mikovich (Jun 4, 2021 10:15 PDT)

County Counsel












NAMHS 3rd amendment

Final Audit Report

2021-06-09

Created:	2021-06-03
By:	Laura Cruz (lcruz@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhnOnYz2mvir0-onNoMvDsCyuugORmz8I

"NAMHS 3rd amendment" History

-  Document created by Laura Cruz (lcruz@mono.ca.gov)
2021-06-03 - 9:13:47 PM GMT- IP address: 162.252.88.209
-  Document emailed to Christy Milovich (cmilovich@mono.ca.gov) for signature
2021-06-03 - 9:14:49 PM GMT
-  Email viewed by Christy Milovich (cmilovich@mono.ca.gov)
2021-06-04 - 5:15:30 PM GMT- IP address: 162.252.88.209
-  Document e-signed by Christy Milovich (cmilovich@mono.ca.gov)
Signature Date: 2021-06-04 - 5:15:47 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Document emailed to John Serle (jserle@namhs.com) for signature
2021-06-04 - 5:15:49 PM GMT
-  Email viewed by John Serle (jserle@namhs.com)
2021-06-04 - 5:26:09 PM GMT- IP address: 174.248.176.163
-  Email viewed by John Serle (jserle@namhs.com)
2021-06-09 - 9:38:31 PM GMT- IP address: 174.248.181.127
-  Document e-signed by John Serle (jserle@namhs.com)
Signature Date: 2021-06-09 - 9:39:27 PM GMT - Time Source: server- IP address: 174.248.181.127
-  Document emailed to Robert Lawton (rlawton@mono.ca.gov) for signature
2021-06-09 - 9:39:29 PM GMT
-  Email viewed by Robert Lawton (rlawton@mono.ca.gov)
2021-06-09 - 9:48:18 PM GMT- IP address: 174.208.102.222
-  Document e-signed by Robert Lawton (rlawton@mono.ca.gov)
Signature Date: 2021-06-09 - 9:48:30 PM GMT - Time Source: server- IP address: 174.208.102.222



✔ Agreement completed.

2021-06-09 - 9:48:30 PM GMT



POWERED BY
Adobe Sign

**AGREEMENT AND FOURTH AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL
HEALTH SERVICES FOR THE PROVISION OF TELE-PSYCHIATRY SERVICES**

This Agreement and Fourth Amendment is entered into September __, 2022 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Native American Mental Health Services dba North American Mental Health Services of Redding, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about October 1, 2019, and amended on November 1, 2019, July 6, 2020 and May 10, 2021 and pertaining to Contractor's provision of tele-psychiatry services to the County (the "Contract"). County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, the parties entered into the Contract for the purpose of Contractor providing telepsychiatry services; and

WHEREAS, subsequently, Contractor and County determined that it would be beneficial to both parties for Contractor to provide the additional tele-psychiatry services to the County; and

WHEREAS, accordingly, there is a need to amend the Contract limit to provide for such additional tele-psychiatry services;

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. of the Contract ("Limit Upon Amount Payable") is hereby amended to increase the contract limit from \$840,000 to \$960,000.
2. The third bullet point in Attachment B, Schedule of Fees, is replaced in its entirety by the following language:

The County guarantees payment for the Scheduled Service Hours. Contractor shall provide an invoice to the County on a monthly basis, which invoice shall be paid within thirty (30) days of receipt. In no event shall total payments to Contractor by County pursuant to this Agreement exceed \$420,000 in any twelve-month period or \$960,000 for the entire term of the Agreement.
3. All other provisions of the Contract not modified herein 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:

 Robert C. Lawton Date
 County Administrative Officer


Approved as to Form:


Anne Fournelle

 County Counsel
[Signature]

 Risk Manager

CONTRACTOR:

 (Sep 7, 2022 21:00 PDT) Sep 7, 2022
 Thomas J. Andrews, MD Date

 (Sep 7, 2022 21:49 PDT) Sep 7, 2022
 Benton Kinney, PA-C Date



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Contract with North American Mental Health Services for Provision of Telepsychiatry and Telehealth Therapy Services

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 North American Mental Health Services (NAMHS) pertaining to the Provision of Telepsychiatry and Telehealth Therapy Services .

RECOMMENDED ACTION:

Approve, and authorize CAO to sign, contract with NAMHS for the Provision of Telepsychiatry and Telehealth Therapy Services for the period October 1, 2022 through September 30, 2025 and a not-to-exceed amount of \$1,260,000.

FISCAL IMPACT:

The total amount of this contract is \$1,260,000, not to exceed \$420,000 in any twelve-month period. This service is paid for through the Mental Health Services Act and the Mental Health Block Grant. Funding for all jail services will be covered through the Mono County Sherriff's Office.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-924-1729 / rroberts@mono.ca.gov

SEND COPIES TO:

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

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[NAMHS October 2022-September 2025 Staff Report](#)

[NAMHS October 2022-September 2025 Agreement](#)

History

Time	Who	Approval
9/28/2022 6:42 PM	County Counsel	Yes
9/27/2022 3:22 PM	Finance	Yes
9/30/2022 1:35 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: October 4, 2022

SUBJECT:

Proposed Agreement with North American Mental Health Services for the provision of Tele-Psychiatry and Tele-health Therapy Services.

RECOMMENDED ACTION:

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

DISCUSSION:

Mono County Behavioral Health is in continuous need of additional tele-psychiatry and tele-health therapy services. This is due to hard-to-fill and hard-to-retain staffing and an overall increased need for services.

Mono County Behavioral Health has provided telepsychiatry for children and adults since 2014. These services have proven to be extremely valuable to Mono County residents; however, enhanced services (evaluations for LPS conservatees, Medication Assisted Therapies, etc.) are needed and this contract with North American Mental Health Services has added services for evaluation and/or Medically Assisted Therapies to the list of services we can now provide to Mono County residents with Medi-Cal.

Telepsychiatry services will also be provided in the Mono County jail each week, including evaluations for vulnerable individuals who are incarcerated, as well as Medication Assisted Therapies for those identified as wanting treatment for drug and/or alcohol use.

Finally, North American Mental Health Services is providing tele-health therapy for Mono County residents with Medi-Cal, a service that is required, valuable and necessary.

FISCAL IMPACT:

The total amount of this contract is \$1,260,000, not to exceed \$420,000 in any twelve-month period. This service is paid for through the Mental Health Services Act and the Mental Health Block Grant. Funding for all jail services will be covered through the Mono County Sherriff's Office.

SUBMITTED BY:

Danielle Murray, Fiscal & Technical Specialist, 760-924-4637

**AGREEMENT BETWEEN COUNTY OF MONO
AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL
HEALTH SERVICES
FOR THE PROVISION OF TELE-PSYCHIATRY AND TELEHEALTH THERAPY SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of Native American Mental Health Services DBA North American Mental Health Services of Redding, CA (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 Behavioral Health, 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 requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

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 October 1, 2022, to September 30, 2025, 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 \$1,260,000, not to exceed \$420,000 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. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such 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. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. 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.

9. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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:
Robin K. Roberts, Director
Mono County Behavioral Health
P.O. Box 2619
Mammoth Lakes, CA 93546

Contractor:
Native American Mental Health Services DBA North American Mental Health
Services
1742 Oregon Street
Redding, CA 96001
CLICK HERE TO ENTER TEXT

23. 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.

24. 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: _____

Dated: _____

CONTRACTOR

By: Thomas J Andrews, M.D.
Thomas J Andrews, M.D. (Aug 31, 2022 17:02 PDT)

Title: CEO


Dated: Aug 31, 2022

By: Benton Kinney PA
Benton Kinney PA (Aug 31, 2022 17:44 PDT)


Title: CFO

Dated: Aug 31, 2022

APPROVED AS TO FORM:


County Counsel

APPROVED BY RISK MANAGEMENT:


Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL
HEALTH SERVICES
FOR THE PROVISION OF TELE-PSYCHIATRY AND TELEHEALTH THERAPY SERVICES**

TERM:

FROM: October 1, 2022 TO: September 30, 2025

SCOPE OF WORK:

1. Services. Pursuant to the terms of this Agreement, Contractor shall employ, or otherwise arrange for, services of provider(s), to conduct Tele-psychiatry and Telehealth therapy and on-site visits for the purpose of delivering direct patient care services, as agreed upon by both parties.

1.1 Professional Medical Services. The County hereby grants the right to Contractor to employ, or otherwise arrange for the services of, provider(s), and hereby grants the right to provide professional medical services. Services shall include:

1.1.1 Psychiatry services of Tele-psychiatry, consisting of psychiatric/medication evaluations, prescribing and monitoring medications for clients with mental health and substance abuse disorders.

1.1.2 Services may include psychological evaluation and testing through Tele-psychiatry on an as-needed basis.

1.2 Contractor Services. Contractor to render the following services:

1.2.1 Psychiatric evaluation and follow up, including laboratory evaluation

1.2.2 Pharmaceutical Management including medication pre-authorizations

1.2.3 Drug and alcohol treatment when necessary

1.2.4 Child and adolescent treatment along with the follow up and management

1.2.5 Refills of medication with the assistance of the County, the Mono County Jail and/or Mono County Behavioral Health, if needed. Provide consultation for "call backs", which are screened by the County. Phone consultation will be provided on an as needed basis for emergency or urgent evaluations.

1.2.6 NAMHS will supply therapists to consult or provide therapy to the County's patients on an as-needed basis. The therapy may consist of many types of therapy, not limited to but may include, EMDR, Brain Spotting, Play Therapy, PTSD and Drug and Alcohol. Services may include assessment, treatment planning, safety planning, and/or other duties as assigned. These therapeutic services will be provided during scheduled times mutually agreed upon by both parties. The County shall manage the schedule on a daily basis.

Contractor's therapists shall chart within the County EMR within 48 hours of time of service.

1.3 Duties of Contractor. During the term of this agreement, Contractor shall have the obligation to:

1.3.1 The above services will be performed at the Mono County Jail onsite or through Telemedicine/Telehealth on an as needed basis, as deemed appropriate by the parties.

1.3.2 Use of Mono County Behavioral Health Electronic Health Record (EHR). Contractor shall document services provided under this Agreement in Mono County/Jail EHR no more than 30 days from date of service.

1.3.4 Notwithstanding the Insurance provisions in Paragraph 9 above, Contractor shall provide malpractice coverage of \$1,000,000,000 and \$3,000,000,000 respectively, for each psychiatric provider employed by contractor.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL
HEALTH SERVICES
FOR THE PROVISION OF TELE-PSYCHIATRY AND TELEHEALTH THERAPY SERVICES**

TERM:

FROM: October 1, 2022 TO: September 30, 2025

SCHEDULE OF FEES:

- Contractor shall provide County with all necessary information regarding the delivery of medical services to assist the County in charging the clients' professional fees for the Telepsychiatric and Telehealth therapy Services, which shall be consistent with and shall not exceed the usual, customary and reasonable community standards for medical services.
- The County agrees to provide compensation to Contractor and Contractor agrees to accept compensation at the following rates:
 - \$220 per hour of Tele-psychiatric Services provided to clients of Mono County by Pas/NP providers in accordance with this Agreement.
 - \$260 per hour of Tele-psychiatric Services provided to clients of Mono County by MD providers in accordance with this Agreement.
 - \$175 per hour of Tele-therapy Services provided to clients of Mono County by qualified providers in accordance with this Agreement.
 - If the provider works at least 5 hours, one additional hour will be billed for each date of service, at the rate of the provider type. If the provider works less than 5 hours, one additional half hour will be billed for each date of service, at the rate of the provider type.

**AGREEMENT BETWEEN COUNTY OF MONO
AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN
MENTAL HEALTH SERVICES
FOR THE PROVISION OF TELE-PSYCHIATRY AND TELEHEALTH THERAPY
SERVICES**

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the “Agreement”) between Native American Mental Health Services DBA North American Mental Health Services, (the “Business Associate”) and the County of Mono (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. “Business Associate” shall mean the party identified above as the “Business Associate”.

(b) Breach. “Breach” shall have the same meaning as the term “breach” in Section 164.402.

(c) Covered Entity. “Covered Entity” shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

(e) Electronic Protected Health Information. “Electronic Protected Health Information” (“EPHI”) is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. “Individual” shall have the same meaning as the term “Individual” in Section 160.103 and shall include a person who qualifies as a personal representative in

accordance with Section 164.502(g).

(g) Master Agreement. “Master Agreement” shall mean the contract or other agreement to which this Attachment is attached and made a part of.

(h) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(l) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(m) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. **Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Scope of Work (Attachment A) of the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer,

subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Mono County Privacy Officer
Office of County Counsel
P.O. Box 2415
Mammoth Lakes, CA 93546

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

HIPAA BUSINESS ASSOCIATE PROVISIONS

Attachment A to Attachment 8

As provided in Paragraph 5 of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified below, or as otherwise specified in the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Authorized Purposes (in any in addition to the purposes set forth in the Scope of Work):

THIS IS AN OPTIONAL COMPONENT TO THE AGREEMENT AND DEFAULTS TO THE MASTER AGREEMENT SCOPE IF NOT USED.











NAMHS October 2022- September 2025 Agreement

Final Audit Report

2022-09-06

Created:	2022-08-31
By:	Danielle Murray (dmurray@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMkAV3YMWXZfPBW7qVo_IOICohdhQCvDB

"NAMHS October 2022- September 2025 Agreement" History


-  Document created by Danielle Murray (dmurray@mono.ca.gov)
2022-08-31 - 11:53:29 PM GMT- IP address: 162.252.88.212
-  Document emailed to tandrews@namhs.com for signature
2022-08-31 - 11:55:04 PM GMT
-  Email viewed by tandrews@namhs.com
2022-08-31 - 11:58:23 PM GMT- IP address: 35.131.66.234
-  Signer tandrews@namhs.com entered name at signing as Thomas J Andrews, M.D.
2022-09-01 - 0:02:21 AM GMT- IP address: 35.131.66.234
-  Document e-signed by Thomas J Andrews, M.D. (tandrews@namhs.com)
Signature Date: 2022-09-01 - 0:02:23 AM GMT - Time Source: server- IP address: 35.131.66.234
-  Document emailed to bkinney@namhs.com for signature
2022-09-01 - 0:02:24 AM GMT
-  Email viewed by bkinney@namhs.com
2022-09-01 - 0:43:25 AM GMT- IP address: 35.131.66.234
-  Signer bkinney@namhs.com entered name at signing as Benton Kinney PA
2022-09-01 - 0:44:17 AM GMT- IP address: 35.131.66.234
-  Document e-signed by Benton Kinney PA (bkinney@namhs.com)
Signature Date: 2022-09-01 - 0:44:18 AM GMT - Time Source: server- IP address: 35.131.66.234
-  Document emailed to Emily Fox (efox@mono.ca.gov) for signature
2022-09-01 - 0:44:20 AM GMT

 Email viewed by Emily Fox (efox@mono.ca.gov)


2022-09-01 - 1:34:13 AM GMT- IP address: 104.28.85.121

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


Signature Date: 2022-09-01 - 4:34:13 AM GMT - Time Source: server- IP address: 162.252.88.212

 Document emailed to Jacob Sloane (jsloane@mono.ca.gov) for signature

2022-09-01 - 4:34:15 AM GMT

 Email viewed by Jacob Sloane (jsloane@mono.ca.gov)

2022-09-06 - 2:10:58 PM GMT- IP address: 136.56.6.146

 Document e-signed by Jacob Sloane (jsloane@mono.ca.gov)

Signature Date: 2022-09-06 - 4:02:33 PM GMT - Time Source: server- IP address: 162.252.88.212

 Agreement completed.

2022-09-06 - 4:02:33 PM GMT





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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: CAO

TIME REQUIRED

SUBJECT Amendment to Contract with
Municipal Resources Group

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed amendment to agreement with Municipal Resources Group, LLC (MRG) pertaining to the provision of human resources, strategic planning and emergency preparedness services.

RECOMMENDED ACTION:

Approve, and authorize CAO to sign, contract amendment with MRG to increase the contract limit to \$160,000, from \$127,000 for the period through June 30, 2022, and to increase the contract limits to \$150,000, from \$91,500 for the period July 1, 2022 through June 30, 2023 and to \$150,000, from \$75,000 for the period July 1, 2023 through December 31, 2024.

FISCAL IMPACT:

Impact for previous fiscal year is an addition of \$33,000 in expenditures. This is expected to be covered by salary savings with no detrimental impact to the amended budget. Impact for the current and next fiscal years will be budgeted.

CONTACT NAME: John Craig, Assistant CAO

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract

History

Time

Who

Approval

9/30/2022 9:34 AM	County Counsel	Yes
9/30/2022 8:52 AM	Finance	Yes
9/30/2022 1:38 PM	County Administrative Office	Yes



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

BOARD OF SUPERVISORS

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Stacy Corless / District 5

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COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Chief N. Bryan Bullock

FINANCE

Janet Dutcher
 CPA, CGFM, MPA

INFORMATION TECHNOLOGY

To Be Announced

PROBATION

Karin Humiston

PUBLIC HEALTH

To Be Announced

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Honorable Board of Supervisors
 From: Robert C. Lawton, CAO
 Date: October 4, 2022
 RE: Contract Amendment for Municipal Resources Group LLC

Recommendation

Approve the fifth contract amendment for Municipal Resources Group LLC to continue providing services for the County as detailed in the proposed contract.

Background

The County entered into a contract with Municipal Resources Group LLC to provide strategic plan development, emergency preparedness, justice equity and diversity and human resources functions of the County. The original contract has been amended four times previously to increase the contract limits and add additional items to the scope of work. This fifth amendment will allow the County to continue providing the services currently provided by the contractor, in addition to the new duties listed here.

Fiscal Impact

The not to exceed amount of the contract is outlined in the contract and provides for expenditures of up to \$160,000 for the previous fiscal year, and addition of \$33,000 over previously approved amount. This amendment additionally provides for an amount of up to \$150,000 for each of the next two years, an increase of \$58,500 for FY 2023 and \$75,000 for FY 2024. The additional \$33,000 will be achieved through budget savings for the previous year and the subsequent years amounts have been and will be included each year going forward.

**AGREEMENT AND FIFTH AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
MUNICIPAL RESOURCE GROUP LLC FOR THE PROVISION OF
STRATEGIC PLAN SERVICES**

This Agreement and Fifth Amendment is entered into by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Municipal Resource Group, LLC of Wilton, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about June 3, 2021, amended on September 21, 2021, October 21, 2021, May 3, 2022, and September 6, 2022, pertaining to Contractor's provision of services related to strategic plan development, emergency preparedness, justice equity and diversity and human resources functions of the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, there is a need to amend the contract limit of the Contract to account for additional hours to be provided in the area of human resources and to specify contract limits for future years covered by the Contract;

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. of the Contract ("Limit Upon Amount Payable") shall be amended in its entirety to read as follows:

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 one hundred and sixty thousand dollars (\$160,000) for the period of June 1, 2020 through June 30, 2022; one hundred fifty and thousand dollars (\$150,000) for the period of July 1, 2022 through June 30, 2023; and one hundred fifty and thousand dollars (\$150,000) for the period of July 1, 2023 through June 30, 2024 (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.

2. All other provisions of the Contract (which includes the First, Second, Third, and Fourth Amendments) not modified herein shall remain in full force and effect.

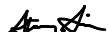
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

Robert C. Lawton, County
Administrative Officer

Date

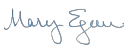
Approved as to Form:



Stacey Sizemore (Sep 30, 2022 09:26 PDT)

County Counsel

CONTRACTOR:



Mary Egan, Municipal Resource Group

Sep 30, 2022

Date

**AGREEMENT AND FOURTH AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
MUNICIPAL RESOURCE GROUP LLC FOR THE PROVISION OF
STRATEGIC PLAN SERVICES**

This Agreement and Fourth Amendment is entered into by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Municipal Resource Group, LLC of Wilton, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about June 3, 2021, amended on September 21, 2021, and October 21, 2021, pertaining to Contractor's provision of services related to strategic plan development, emergency preparedness, justice equity and diversity and human resources functions of the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, there is a need to amend the Contract to add the additional task of preparation of a countywide, internal policy and procedure manual to the Scope of Work;

NOW, THEREFORE, the parties agree as follows:

1. Exhibit A, "Scope of Work" of the Contract is hereby amended to add the following additional services:

Based on best practices and a fundamentally sound approach to codifying policies and procedures for local government, Contractor will develop a comprehensive, countywide internal policy and procedures manual. The manual will include but not be limited to policies and procedures such as travel, reimbursements, initiating budget transfers, budget amendments, hiring, requests for certain internal services and standard practices and policies as needed for local government organizations, etc. These services will commence August 1, 2022. The estimated completion date is the end of January 2023.

2. Paragraph 3.D. of the Contract ("Limit Upon Amount Payable") shall be amended to increase the Contract Limit for the period July 1, 2022 through June 30, 2023 (FY 22/23) by \$16,500, for a new Contract Limit for FY 22/23 of \$91,500.
3. All other provisions of the Contract (which includes the First, Second and Third Amendments) not modified herein 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:


Robert C. Lawton, County
Administrative Officer

Date

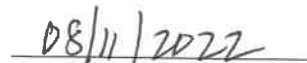
Approved as to Form:

County Counsel

CONTRACTOR:



Mary Egan, Municipal Resource Group



Date

**AGREEMENT AND THIRD AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
MUNICIPAL RESOURCE GROUP LLC FOR THE PROVISION OF
STRATEGIC PLAN SERVICES**

This Agreement and Third Amendment is entered into by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Municipal Resource Group, LLC of Wilton, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about June 3, 2021, amended on September 21, 2021, and October 21, 2021, pertaining to Contractor's provision of services related to strategic plan development, emergency preparedness, justice equity and diversity and human resources functions of the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, there is a need to amend the contract limit of the Contract to account for additional hours to be provided in the area of human resources and to specify contract limits for future years covered by the Contract;

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. of the Contract ("Limit Upon Amount Payable") shall be amended in its entirety to read as follows:

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 one hundred and twenty seven thousand dollars (\$127,000) for the period of June 1, 2020 through June 30, 2022; seventy-five thousand dollars (\$75,000) for the period of July 1, 2022 through June 30, 2023; and seventy-five thousand dollars (\$75,000) for the period of July 1, 2023 through December 31, 2024 (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.

2. All other provisions of the Contract (which includes the First and Second Amendment) not modified herein 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:



Robert C. Lawton, County
Administrative Officer

May 6, 2022

Date

CONTRACTOR:

Mary Egan, Municipal Resource Group

Date

Approved as to Form:


Stacey Sivon (May 5, 2022 15:13 PDT)

County Counsel

**AGREEMENT AND SECOND AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
MUNICIPAL RESOURCE GROUP LLC FOR THE PROVISION OF
STRATEGIC PLAN SERVICES**

This Agreement and Second Amendment is entered into by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Municipal Resource Group, LLC of Wilton, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about June 3, 2021, and first amended on September 21, 2021, pertaining to Contractor's provision of services related to strategic plan development, emergency preparedness, justice equity and diversity and human resources functions of the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, in the performance of services under the Contract, Contractor and County have identified additional work within the area of human resources where Contractor's experience and expertise could enhance the County's programs and operations and help to fill gaps due to current staffing shortages; and

WHEREAS, accordingly, there is a need to amend the scope of work, contract limit and schedule of fees of the Contract to provide for such additional human resources services;

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. of the Contract ("Limit Upon Amount Payable") is hereby amended to increase the contract limit from \$52,000 to \$102,000.
2. The Scope of Work (Exhibit A) of the Contract is hereby amended to add the additional tasks set forth in the attached "Mono County Contract Amendment #2 Scope of Work" ("Attachment 2"), which is incorporated by this reference.
3. The Schedule of Fees (Exhibit B) of the Contract is hereby amended to add the Rates set forth in Attachment 2 for work provided pursuant to this Second Amendment.
4. All other provisions of the Contract (which includes the First Amendment) not modified herein 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:



Robert C. Lawton, County
Administrative Officer

Nov 3, 2021

Date

Approved as to Form:



Stacey Simon (Nov 3, 2021 12:56 PDT)

County Counsel

CONTRACTOR:



Mary Egan (Nov 3, 2021 13:45 PDT)

Mary Egan, Municipal Resource Group

Nov 3, 2021

Date

MONO COUNTY AND MRG CONTRACT AMENDMENT #2

Mono County Scope of Work – Human Resources Support Services

Scope of Work

MRG will support Mono County with various project consulting services as listed below. The County has immediate needs in recruitment, HR Operations, Policy and Procedure review and development, research, review and implementation of a software-based recruitment platform.

HR On-Demand—Serving as trusted advisor, MRG Consultants will provide guidance and advice on a full range of simple to more complex HR issues on a regular basis. With further review and research, MRG will assist the County in determining which concerns are escalated for legal review. HR project-based services are also provided upon request and as needed:

1. Recruitment and Selection
 - Review job description and duties for possible updates
 - Prepare recruitment plan and outreach
 - Assist in the review process and candidate communications
2. Human Resources Technology review
 - Review current programs and software
 - Identify, research and recommend applicable programs
 - Assist and implement a recruitment platform (e.g., CalOpps, NeoGov or other)
3. Classification Analysis
 - Conduct job analysis, needs analysis and reclassification evaluations
 - Train staff on Classification and Compensation general practices
 - Analyzing data and information related to salary and compensation
 - Develop new, compliant job descriptions and related application materials, if necessary
4. Discipline and Retention
 - Consider implementation of Coaching program associated with performance evaluation systems
 - Developing and administering performance improvement plans
 - Review current progressive discipline, employee, and agency documents to prepare disciplinary documentation
5. Organizational Assessments/Change Management
 - Department review for functional efficiencies, compliance, and best practice recommendations
 - Prepare and facilitate an internal customer service survey to assess the effectiveness of a department
 - Review the departmental structure, compare benchmarks to similar agencies

- Assist in the messaging and strategic planning for Change Management in an agency to align with Executive mission and vision

6. Workplace Investigations

- Recommend initial intake and analysis of complaint to determine if an investigation is warranted. Review with HR to determine the best course of action.
- Coordinate with HR contact to schedule interviews with assigned investigator
- Debrief with HR for post-investigation conflict resolution

Project Rates

<i>Effective January 1, 2021</i>	<i>Rate</i>
Human Resources Professional Services	\$225
Principal Consultant Professional Services – Mary Egan and Robert Bendorf	\$250
Investigative Services	\$295
Technical Support (MRG Staff)	\$95
Mileage, Travel, Printing and Postage, etc.	At cost

Expenses may include postage, document production and travel expenses when in-person assistance is scheduled.

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
MUNICIPAL RESOURCE GROUP LLC FOR THE PROVISION OF
STRATEGIC PLAN 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 Municipal Resource Group, LLC of Wilton, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about June 3, 2021 and pertaining to Contractor's provision of Strategic Plan development services to the County (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, Contractor and County have determined that it would be beneficial for Contractor to provide consulting services to County related to the following additional areas: (1) emergency services, (2) justice, equity and diversity (JEDI); (3) human resources; and (4) other project-based subject matter expertise consulting as requested by the County; and

WHEREAS, accordingly, there is a need to amend the scope of work, contract limit and schedule of fees of the Contract to provide for such additional services;

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. of the Contract ("Limit Upon Amount Payable") is hereby amended to increase the contract limit from \$30,000 to \$52,000.
2. The Scope of Work (Exhibit A) of the Contract is hereby amended to add the additional tasks set forth in the attached "Mono County Contract Amendment #1 Scope of Work" (the "Attachment"), which is incorporated by this reference.
3. The Schedule of Fees (Exhibit B) of the Contract is hereby amended as set forth in the Attachment, under the heading "Project Fees".
4. All other provisions of the Contract not modified herein 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:



Robert C. Lawton, County
Administrative Officer

09-21-2021

Date

Approved as to Form:


Stacey Simon (Sep 21, 2021 13:28 PDT)

County Counsel

CONTRACTOR:


Mary Egan (Sep 21, 2021 14:08 PDT)

Mary Egan, Municipal Resource Group

Sept 21, 2021

Date

**MONO COUNTY AND MRG
CONTRACT AMENDMENT #1
SCOPE OF WORK**

At the request of the County Administrator, MRG has been asked to amend its contract to expand its scope of work. Work associated with the amendment will be performed by Robert Bendorf, who possesses the relevant subject matter expertise, and also potential assistance from MRG human resource professionals. The amended scope of work includes the following elements:

Justice, Equity, Diversity and Inclusion (JEDI) - Assist the JEDI group in incorporating the initiative with the Strategic Plan and explore opportunities for further education and training with Mono County's organization and potentially community groups.

Emergency Services – Coordinate with the Sheriff, Social Services, County Administrator and others as necessary to develop and implement an enhanced Emergency Services management approach. The approach will include but not be limited to; updating of policies, training recommendations, facility and equipment needs, define duties of an emergency manager and recommending staff resource allocations for effective emergency management, addressing Preparedness, Response, Recovery and Mitigation.

Human Resources – Mono County recognizes the need to assess the current state of Human Resources which currently has an interim director and only one other employee. Initial discussions have shown that measurable data is not tracked, recruitments are lagging and there is a lack of appropriate human resource staff to adequately address day-to-day operations. Robert and MRG Human Resource professionals will assess the current state of human resources, provide recommendations and assist in developing / updating policies, procedures and explore technological solutions to improve responsiveness and record keeping.

Project Management – In general, Robert will provide his project management expertise as needed and requested by the County Administrator.

Project Fees:

The estimated amount for the amended services above is \$22,000 which will be invoiced at \$250 per hour (approximately 80 hours) plus expenses. Expenses include but are not limited to travel expenses, mileage (at current IRS rates), printing, postage, parking, and tolls. Hotel stays and meals will be billed at 100% cost.

Additional work not contemplated in this proposal will be billed at \$250 per hour and will begin only after agreed upon between the CAO and MRG.

**AGREEMENT BETWEEN COUNTY OF MONO
AND MUNICIPAL RESOURCE GROUP, LLC
FOR THE PROVISION OF STRATEGIC PLAN SERVICES**

INTRODUCTION

WHEREAS, the COUNTY OF MONO (hereinafter referred to as “County”) may have the need for the strategic planning services of MUNICIPAL RESOURCE GROUP, LLC, a California limited liability company, (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 ROBERT LAWTON, County Administrative Officer of County, 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 requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated herein 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 June 1, 2021, to December 31, 2024 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 (as 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 Thirty Thousand and NO/100 Dollars (\$30,000.00), (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 (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

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

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

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

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

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

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

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

15. ASSIGNMENT

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
Robert Lawton, CAO
74 N. School Street
PO Box 696
Bridgeport, California 93517

Contractor:
Municipal Resource Group, LLC
Mary Egan
PO Box 561
Wilton, California 95693

25. COUNTERPARTS

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

26. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 3rd DAY OF June, 2021.

COUNTY OF MONO

CONTRACTOR

By: *Robert C. Leun*
Title: County Administrative Officer
Dated: Jun 3, 2021

By: *Mary Egan* (Jun 3, 2021 09:35 PDT)
Title: Mary Egan
Dated: Jun 3, 2021

APPROVED AS TO FORM:

Stacey Sizemore
Stacey Sizemore (Jun 3, 2021 09:33 PDT)
County Counsel

APPROVED BY RISK MANAGEMENT:

Jacob Sloane
Jacob Sloane (Jun 3, 2021 09:27 PDT)
Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND MUNICIPAL RESOURCE GROUP, LLC FOR THE PROVISION OF STRATEGIC PLANNING SERVICES

TERM:

FROM: June 1, 2021 TO: December 31, 2024

SCOPE OF WORK:

The Mono County Strategic Framework is a five-year plan, 2019-2024. As with most strategic plans, they are living / breathing documents, requiring frequent periodic reviews. Reviews typically have the outcomes of identifying accomplishments from previous iterations, obtain input from internal and external stakeholders to determine the current set of circumstances and environment, and ultimately provide for recommended edits and adjustments to be considered by the Board of Supervisors.

PHASE 1

A. Municipal Resource Group, LLC (“MRG”) Consultant Robert Bendorf (“Consultant”) will coordinate a virtual “kick-off” meeting with the CAO and subsequently conduct virtual and/or arrive onsite to conduct interviews to determine what current aspects of the plan’s goals have been accomplished, progress updates on all others and what may need to be added / deleted / modified.

- Interviews will be approximately 1 hour each. Initial interviews shall include:
 - Each Member of the Mono County Board of Supervisors;
 - County Counsel;
 - Department Heads;
 - Per the CAO if necessary, selected external leaders (City Managers, Mayors, Special District Representatives, etc.); and
 - Per the CAO if necessary, form an Ad-Hoc Committee of the Board of Supervisors to discuss updates to the plan. This committee will meet in person or virtually and with the CAO and additional persons as he deems necessary.

B. Based on the initial interviews, Consultant will:

- Provide recommendations to the CAO based on initial feedback and / or the Ad-Hoc Committee; and
- Work with the CAO to determine if next steps will occur and / or if the Consultant/MRG is requested to assist with organizational development consistent with the strategic plan development.

PHASE 2

A. After Phase I, at the direction and upon approval of the CAO, Consultant shall continue with the following steps which include, but are not limited to, the following (listed in no particular order):

- Two 90-minute public stakeholder and local government meetings facilitated by the consultant and county administration or individual meetings with representatives of public or private partners;
- Complete follow up interviews with elected and appointed department heads or others if needed;

- Continue to work on organizational development issues consistent with the strategic plan development with an emphasis on linkages to organizational performance and taxpayer investment strategies; and
- Coordinate a workshop to engage the entire Board of Supervisors on plan update progress and determine any additional direction.

PHASE 3

A final draft update to the plan will be provided by Consultant after all CAO approved next steps/tasks are completed. This phase also involves a presentation to the Board of Supervisors of the final recommended update to the Strategic Plan, seeking their approval. If changes are requested by the Board, then Consultant will update the draft in accordance with Board direction and provide a final updated strategic plan to County.

Client Responsibilities:

- Client will provide a copy of the most current Strategic Plan to each department head and member of the Board of Supervisors for review/refresh at least two weeks prior to the commencement of Phase 1;
- Client will assist consultant in coordinating interview dates and times;
- Client will print materials that are sent in PDF format at least 5 days prior to any facilitated workshop, committee meetings or events in which the consultant may need them;
- Client will provide venue, hospitality, and AV / set-up equipment such as flip charts, markers, laptop, projector, and screen.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND MUNICIPLE RESOURCE GORUP, LLC
FOR THE PROVISION OF STRATEGIC PLANNING SERVICES**

TERM:

FROM: June 1, 2021

TO: December 31, 2024

SCHEDULE OF FEES:

Project Fees:

MRG has estimated the amount for the proposed services, referenced above in Phases 1-3, to be \$25,600.00 which will be invoiced at \$250.00 per hour (approximately 100 hours), plus expenses. Expenses include but are not limited to travel expenses, mileage (at current IRS rates), printing, postage, parking, and tolls. Hotel stays and meals will be billed at 100% cost. MRG estimates \$600.00 for expenses for 1 roundtrip. Pursuant to paragraph 3.D. of this agreement, the Contract Limit is \$30,000. County expressly reserves the right to deny payment or reimbursement to Contractor which exceeds this amount.

The fee structure for Phase 1-3 is inclusive of phone calls, verbal updates, and emails, etc. between Consultant and the CAO or their representatives. The project scope includes in-person meetings, following current health and safety guidelines for the region. Consultant has the flexibility to attend virtually as needed.

Additional work not contemplated in the above Scope of Work will be billed at \$250.00 per hour and will begin only after agreed upon between the CAO and MRG. If the total amount will exceed the Contract Limit, then this Agreement must be amended before additional expenses are incurred or paid.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: Clerk of the Board, Sponsored by Chair Gardner

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Elaine Kabala, Executive Director
Eastern Sierra Council of
Governments

SUBJECT Resolution Establishing the
Community Economic Resiliency
Fund Pilot Project

AGENDA DESCRIPTION:

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

Proposed resolution approving a program of work to be known as the "ESCOG: Community Economic Resilience Fund Pilot Program."

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Elaine Kabala

PHONE/EMAIL: 323-652-0390 / ekabala@escog.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Power Point Presentation
ESCOCGresolution

History

Time	Who	Approval
9/29/2022 1:06 PM	County Counsel	Yes

9/27/2022 3:18 PM

Finance

Yes

9/30/2022 1:35 PM

County Administrative Office

Yes



To: Honorable Mono County Board of Supervisors

From: Elaine Kabala, Eastern Sierra Council of Governments Staff

Subject: Request for Consideration to Adopt a Resolution of the Eastern Sierra Council of Governments to Establish a Program of Work to be Known as the “ESCOG: Community Economic Resiliency Fund Pilot Program” on the October 4, 2022 agenda

Date: September 9, 2022

Attachments: A) Resolution of the Board of Supervisors of the County of Mono, State of California, Approving a Program of Work to be Known as the “ESCOG: Community Economic Resiliency Fund Pilot Project”

RECOMMENDATION:

The Eastern Sierra Council of Governments requests your Board adopt the Resolution of the Board of Supervisors of the County of Mono, State of California, Approving a Program of Work to be Known as the “ESCOG: Community Economic Resiliency Fund Pilot Project”

DISCUSSION:

The ESCOG Joint Powers Agreement (JPA) requires the ESCOG to obtain specific authorities from its member agencies to receive funding or conduct certain project work via resolution of the ESCOG Board and secondly by resolution of the member agency boards. Based on exceptional opportunities associated with the Community Economic Resiliency Fund (CERF) program, and in response to input and general direction among member agencies and regional management, the ESCOG Board has adopted a resolution establishing a Program of Work to be known as the ESCOG: Community Economic Resiliency Fund Pilot Project. The ESCOG Board is requesting your Council adopt the attached resolution empowering the ESCOG to commence the program of work.

The CERF will provide a \$5,000,000 planning grant for regional economic development planning in the Eastern Sierra subregion, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties, to be focused on economic resilience, equity and transitioning to carbon neutrality. Once the Eastern Sierra Region’s CERF planning process is complete, the region will be eligible to apply for \$500 million in competitive funding for

implementation of the Eastern Sierra Region's Regional Plan, with invitations for project solicitations anticipated to be announced in Winter 2023.

The Sierra Business Council (SBC) submitted an application to serve as the "convener" of the CERF program for the Eastern Sierra subregion. As part of their application, the SBC allocated \$250,000 to the ESCOG to coordinate participation in the CERF for local jurisdictions and community organizations. The ESCOG is unable to receive this funding absent approval of the attached resolution by the Board and all member agencies.

Staff has met with regional managers to ensure these authorities would serve to build economic development capacity for the region, and expand and not duplicate the individual efforts of the members agencies. Staff has incorporated the feedback of regional managers into the attached resolution. Specifically, regional management requested the resolution constrain the scope of the ESCOG authorities to receiving funding for and participating the CERF and CEDS opportunities until such a time that those strategic plans are finalized, at which point the ESCOG shall return to request additional authorities for strategic regional implementation.

Concurrent to these activities, Inyo County is serving as the lead agency to create Comprehensive Economic Development Strategy (CEDS) to include Inyo and Mono Counties and the development of the CEDS is a mandatory prerequisite to access certain EDA funding sources, and the ESCOG can serve to coordinate the implementation of defined elements of the regional CEDS and serve as a funding source for defined EDA or other related grants. The attached resolution also requests authorities for ESCOG to participate in the develop of the CEDS regional economic development strategy.

FISCAL IMPACTS:

None.



R22-__

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO,
STATE OF CALIFORNIA, APPROVING A PROGRAM OF WORK TO BE KNOWN
AS THE ‘ESCOG: COMMUNITY ECONOMIC RESILIENCY FUND PILOT
PROGRAM’**

WHEREAS, on January 7, 2020, the Eastern Sierra Council of Governments convened as an established Joint Powers Authority as ratified by the votes of the governing bodies of its individual Member Agencies, understanding that it is necessary and desirable for the Eastern Sierra Council of Governments as a Joint Powers Authority to speak and to function on behalf of the region and to collectively identify and deliver opportunities to benefit the interests of Member Agencies’ constituents; and

WHEREAS the Member Agencies agreed that the creation of a regional Joint Powers Authority that functions as a separate and discreet legal entity from individual Member Agencies would enable the Eastern Sierra Council of Governments to maximize and take advantage of opportunities for the region; and

WHEREAS, the Eastern Sierra Council of Governments Joint Powers Authority (ESCOG) was organized to (1) provide a forum for discussion and study of regional issues of interest to the Member Agencies; (2) identify and plan for the solution of identified regional issues requiring multi-governmental cooperation; (3) facilitate actions and agreements among the Member Agencies for specific project development; (4) conduct other region wide functions as Member Agencies deem appropriate; and

WHEREAS, the ESCOG was further organized to identify and apply for funding resources and to apply for and receive funding for the planning and implementation of Programs of regional impact or significance, and to implement such Programs, upon approval of the governing bodies of each Member Agency; and

WHEREAS, the State of California Governor’s Office of Business and Economic Development and the Office of Planning and Research have established an unprecedented \$600 million regional economic development initiative known as the Community Economic Resilience Fund (CERF), which will provide a \$5,000,000 planning grant for regional economic development planning in the Eastern Sierra subregion, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties, to be focused on economic resilience, equity, and transitioning to carbon neutrality; and

1 **WHEREAS**, once the Eastern Sierra Region’s CERF planning process is complete, the region
2 will be eligible to apply for \$500 million in competitive funding for implementation of the
3 Eastern Sierra Region’s Regional Plan, with invitations for project solicitations anticipated to be
4 announced in Winter 2023; and,

5 **WHEREAS**, The Rural County Representatives of California (RCRC) has received a grant
6 from the federal Economic Development Administration (EDA) and is working with Inyo
7 County as the lead agency to create a Comprehensive Economic Development Strategy (CEDS)
8 to include Inyo and Mono Counties. The development of the CEDS is a mandatory prerequisite
9 to access certain EDA funding sources. The ESCOG can serve to coordinate the
10 implementation of defined elements of the regional CEDS and serve as a funding source for
11 defined EDA or other related grants; and

12 **WHEREAS**, Member Agencies will benefit from collective and enhanced collaboration on
13 economic development projects such as those to be defined in the CERF planning effort and the
14 regional CEDS and through a regional approach to accessing other State and Federal programs
15 to support regional infrastructure, housing solutions, climate resiliency, sustainable recreation,
16 and workforce development; and

17 **WHEREAS**, the constituents of the Member Agencies will benefit from funding opportunities
18 to implement economic development activities of regional scope and significance through the
19 authority of the ESCOG.

20 **NOW THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors as
21 follows:

22 **SECTION ONE:** That ESCOG be empowered to established and implement a program
23 to be known as the “ESCOG: Community Economic Resiliency Fund Pilot Program” using its
24 Joint Powers Authority.

25 **SECTION TWO:** That, in executing the “ESCOG: Community Economic Resiliency
26 Fund Pilot Program,” ESCOG be empowered to carry out the actions and activities enumerated
27 in Sections 2, 3, and 4 of Resolution No 2022-12 of the ESCOG Board of Directors, which is
28 attached hereto as Exhibit A.

29 //
30 //
31 //
32 //

1 **PASSED, APPROVED** and **ADOPTED** this 4th day of October, 2022, by the
2 following vote, to wit:

3
4 **AYES:**

5 **NOES:**

6 **ABSENT:**

7 **ABSTAIN:**
8
9

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

13 **ATTEST:**

14 **APPROVED AS TO FORM:**

15 _____
16 Clerk of the Board

17 _____
18 County Counsel



ESCOG: Community Economic Resiliency Fund - *Pilot Program*

Eastern Sierra Council of Governments
August 15, 2022

Time Sensitive Economic Opportunities for the Region

- STATE Funds: “Community Economic Resiliency Fund”
- FED Funds: “Comprehensive Economic Development Strategy”



Time Sensitive Economic Opportunities for the Region

- STATE Funds: “Community Economic Resiliency Fund”
- FED Funds: “Comprehensive Economic Development Strategy”
 - These Opportunities Come with Funding for ESCOG
 - Pilot Program: Anticipated Duration 2 - 3 Years
 - No Additional Costs to Member Agencies
 - All Four ESCOG Members Must Vote to Approve





STATE:
"Community Economic
Resiliency Fund (CERF)"



What is CERF?



- A one-time use of State general funds that will distribute \$600 million to regions across California to support inclusive and low carbon economic development.
- Emphasis on 'inclusive' planning, sustainable industries, and high quality jobs.
- Planning Phase (Phase 1) - Planning grants of \$5 million each to establish and support at least one collaborative per region.
- Implementation Phase (Phase 2) - \$500 million in rolling, competitive implementation grants.
- Inyo and Mono Counties included within the Eastern Sierra subregion.



Process and Timeline



- July 25, 2022 - Planning Phase Solicitation Period Closes
- September 2022 - Grantees are chosen and contracting process begins
- October 2022 - Finalize contracts with Planning Phase awardees



- Fall 2022
 - Release Implementation Phase Draft Guidelines for Public Comment and host Draft Guidelines Workshops
 - Release CERF Tribal Funding Opportunity Draft Guidelines and host Draft Guidelines Workshops



- Winter 2023
 - Release Implementation Phase Solicitation
 - Release CERF Tribal Funding Opportunity Solicitation
- Winter 2024
 - Planning Phase encumbrance deadline
 - Planning Phase expenditure deadline



CERF Convener



SIERRA
/////////
BUSINESS COUNCIL

- \$5 million planning grant: funds a Convener, Fiscal Agent, Coordinator, and High Road Collaborative.
- Convener is lead; organizes inclusive group to form High Road Collaborative, hires locally-based coordinator.
- Sierra Business Council submitted application to serve as Convener for the Eastern Sierra.
- Proposal to bifurcate eastside and westside communities for more granular economic development strategy.
- Proposed \$500,000 for Eastern Sierra relationship building including \$250,000 to Eastern Sierra Council of Governments





FED:
"Comprehensive
Economic
Development
Strategy (CEDS)"



What is CEDS?

- A “Comprehensive Economic Development Strategy (CEDS)” for the Eastern Sierra Region
- Mandatory requirement to access funds through the federal “Economic Development Administration (EDA)”
 - Manufacturing facilities
 - Broadband
 - Business and industrial parks with fiber optic cable
 - Water and sewer systems improvements
 - Industrial parks; business incubator facilities
 - Skill-training facilities



What is CEDS?



- The Rural County Representatives of California (RCRC) has received a grant from the EDA
- Working with Inyo County as the lead agency to create a CEDS to include Inyo and Mono Counties.
- The ESCOG can coordinate the implementation of the regional CEDS and serve as a funding conduit for defined EDA or other related grants.



Approval of the Resolution is necessary to receive proposed funding for the ESCOG and to authorize the following activities:

- ESCOG to coordinate and engage with regional economic development opportunities in collaboration with Member Agencies through the CERF Planning Phase as well as the Inyo County led CEDS process
- ESCOG to receive funding to participate in the CERF Planning Phase
- Authorities granted to the ESCOG will expire at the conclusion of the Planning Phase for both CERF and CEDS
- The ESCOG may request additional authorities for project (s) implementation at a future time as recommended by the ESCOG Board

The Resolution requires ESCOG Board approval and the subsequent approval of all Member Agencies to authorize ESCOG activities as detailed in the Resolution.





Thank You

Eastern Sierra Council of Governments
August 15, 2022

RESOLUTION No. 2022-12

**RESOLUTION OF THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
TO ESTABLISH A PROGRAM OF WORK TO BE KNOWN AS THE “ESCOG:
COMMUNITY ECONOMIC RESILIENCY FUND PILOT PROGRAM” AND TO SEEK
APPROVAL FROM MEMBER AGENCIES FOR THIS WORK**

WHEREAS, on January 7, 2020, the Eastern Sierra Council of Governments convened as an established Joint Powers Authority as ratified by the votes of the governing bodies of its individual Member Agencies, understanding that it is necessary and desirable for the Eastern Sierra Council of Governments as a Joint Powers Authority to speak and to function on behalf of the region and to collectively identify and deliver opportunities to benefit the interests of Member Agencies’ constituents; and

WHEREAS the Member Agencies agreed that the creation of a regional Joint Powers Authority that functions as a separate and discreet legal entity from individual Member Agencies would enable the Eastern Sierra Council of Governments to maximize and take advantage of opportunities for the region; and

WHEREAS, the Eastern Sierra Council of Governments Joint Powers Authority (ESCOG) was organized to (1) provide a forum for discussion and study of regional issues of interest to the Member Agencies; (2) identify and plan for the solution of identified regional issues requiring multi-governmental cooperation; (3) facilitate actions and agreements among the Member Agencies for specific project development; (4) conduct other region wide functions as Member Agencies deem appropriate; and

WHEREAS, the ESCOG was further organized to identify and apply for funding resources and to apply for and receive funding for the planning and implementation of Programs of regional impact or significance, and to implement such Programs, upon approval of the governing bodies of each Member Agency; and

WHEREAS, the State of California Governor’s Office of Business and Economic Development and the Office of Planning and Research have established an unprecedented \$600 million regional economic development initiative known as the Community Economic Resilience Fund (CERF), which will provide a \$5,000,000 planning grant for regional economic development planning in the Eastern Sierra subregion, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne Counties, to be focused on economic resilience, equity, and transitioning to carbon neutrality; and

WHEREAS, once the Eastern Sierra Region’s CERF planning process is complete, the region will be eligible to apply for \$500 million in competitive funding for implementation of the Eastern Sierra Region’s Regional Plan, with invitations for project solicitations anticipated to be announced in Winter 2023; and,

Exhibit A

WHEREAS, The Rural County Representatives of California (RCRC) has received a grant from the federal Economic Development Administration (EDA) and is working with Inyo County as the lead agency to create a Comprehensive Economic Development Strategy (CEDS) to include Inyo and Mono Counties. The development of the CEDS is a mandatory prerequisite to access certain EDA funding sources. The ESCOG can serve to coordinate the implementation of defined elements of the regional CEDS and serve as a funding source for defined EDA or other related grants; and

WHEREAS, Member Agencies will benefit from collective and enhanced collaboration on economic development projects such as those to be defined in the CERF planning effort and the regional CEDS and through regional approach to accessing other State and Federal program to support regional infrastructure, housing solutions, climate resiliency, sustainable recreation, and workforce development; and

WHEREAS, the constituents of the Member Agencies will benefit from funding opportunities to implement economic development activities of regional scope and significance through the authority of the ESCOG.

NOW THEREFORE, BE IT RESOLVED by the Eastern Sierra Council of Governments as follows:

Section 1. That a program to be known as the “ESCOG: Community Economic Resiliency Fund Pilot Program” be established and pursued by the Eastern Sierra Council Government using its Joint Powers Authority.

Section 2. That the “ESCOG: Community Economic Resiliency Fund Pilot Program” provides for ESCOG to coordinate and engage with regional economic development opportunities in collaboration with Member Agencies through the State of California’s “Community Economic Resiliency Fund” Planning Phases (CERF) and the development of the region’s “Comprehensive Economic Development Strategy” (CEDS); receive funding to participate in regional economic development planning efforts that have already been funded by agencies outside of the region, including the state of California’s CERF and the completion of a CEDS funded by the federal Economic Development Administration; and support and build upon the economic development efforts of Member Agencies that promote economic development efforts to enhance the region’s economic resilience and prosperity. Member agency funding for such work is subject to approval by each agency.

Section 3. The authority of the ESCOG to participate or receive funding shall expire at the completion of the planning phase of the CERF, at which point the ESCOG will request additional authorities for implementation of the economic development strategies if deemed appropriate by the ESCOG Board and the member agencies.

Section 4. That, in carrying out the these activities, the ESCOG is empowered under the “ESCOG: Community Economic Resiliency Fund Pilot Program” to apply for and administer grants and other sources of revenue; to participate in regional economic

Exhibit A

development planning efforts; specifically the CERF and the CEDS; engage in any actions already authorized by the ESCOG Joint Powers Agreement, including the securing of appropriate levels of insurance; and take any other actions reasonable related to its pursuit of the above mentioned activities; provided, however, that the "ESCOG: Community Economic Resiliency Fund Pilot Program" shall not be authorized to incur debt that is not otherwise secured by the Program's identified revenue. Member agency funding to support such work is subject to approval by each agency and action by the ESCOG shall not obligate members financially.

Section 5. That representatives of the four ESCOG jurisdictions return to their respective governing bodies to seek and secure support for the necessary approvals from each member agency for the ESCOG to pursue this important work.

APPROVED AND ADOPTED THIS 12th day of August, 2022 by the following vote:

AYES: Chair John Wentworth, Vice Chair Dan Totheroh, and Board Members Karen Schwartz, Stacy Corless, Bob Gardner, Jeff Griffiths, and Lynda Salcido

NOES:

ABSTAIN:

ABSENT: Board Member Jim Ellis

ATTEST: Angela Plaisted
Clerk

John Wentworth
John Wentworth (Aug 15, 2022 15:22 PDT)
John Wentworth
Chairperson










Resolution 2022-12 Econ Dev ESCOG CERF Pilot Program_FINAL

Final Audit Report

2022-08-15

Created:	2022-08-15
By:	Angela Plaisted (aplaisted@townofmammothlakes.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAaku0EIOF8_NCEYmZ4zLRXW-H65dv0Qyjs

"Resolution 2022-12 Econ Dev ESCOG CERF Pilot Program_FINAL" History

-  Document created by Angela Plaisted (aplaisted@townofmammothlakes.ca.gov)
2022-08-15 - 10:12:13 PM GMT - IP address: 162.252.90.161
-  Document emailed to jwentworth@townofmammothlakes.ca.gov for signature
2022-08-15 - 10:19:24 PM GMT
-  Email viewed by jwentworth@townofmammothlakes.ca.gov
2022-08-15 - 10:22:22 PM GMT - IP address: 104.28.124.104
-  Signer jwentworth@townofmammothlakes.ca.gov entered name at signing as John Wentworth
2022-08-15 - 10:22:57 PM GMT - IP address: 47.209.0.136
-  Document e-signed by John Wentworth (jwentworth@townofmammothlakes.ca.gov)
Signature Date: 2022-08-15 - 10:22:59 PM GMT - Time Source: server- IP address: 47.209.0.136
-  Document emailed to Angela Plaisted (aplaisted@townofmammothlakes.ca.gov) for signature
2022-08-15 - 10:23:00 PM GMT
-  Email viewed by Angela Plaisted (aplaisted@townofmammothlakes.ca.gov)
2022-08-15 - 10:36:25 PM GMT - IP address: 162.252.90.201
-  Document e-signed by Angela Plaisted (aplaisted@townofmammothlakes.ca.gov)
Signature Date: 2022-08-15 - 10:36:37 PM GMT - Time Source: server- IP address: 162.252.90.161
-  Agreement completed.
2022-08-15 - 10:36:37 PM GMT





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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: Public Health

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Dr. Caryn Slack, Public Health Officer

SUBJECT COVID-19 (Coronavirus) Update

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Caryn Slack

PHONE/EMAIL: / cslack@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
9/21/2022 11:29 AM	County Counsel	Yes
9/8/2022 3:07 PM	Finance	Yes
9/30/2022 1:34 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: CAO

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Employment Agreement - Interim
Director of Public Health

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Kathy Peterson as Interim Director of Public Health, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R22-____, approving a contract with Kathy Peterson as Interim Director of Public Health, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

No fiscal impact as both positions are fully funded in the current fiscal year.

CONTACT NAME: Cheyenne Stone

PHONE/EMAIL: 760-932-5408 / Cstone@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
Resolution
Contract

History

Time

Who

Approval

9/30/2022 4:57 PM	County Counsel	Yes
9/30/2022 4:03 PM	Finance	Yes
9/30/2022 5:07 PM	County Administrative Office	Yes



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

BOARD OF SUPERVISORS

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Wendy Sugimura

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Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Chief N. Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

To be appointed

PROBATION

Karin Humiston

PUBLIC HEALTH

To be appointed

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors
 From: Robert C. Lawton, CAO
 Date: October 4, 2022
 Re: Appointment for Interim Director of Public Health

Recommended Action

Adopt Resolution #R22-___, approving a contract amendment for Kathryn Peterson as Interim Director of Public Health and Director of Social Services, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute the said contract on behalf of the County.

Discussion

Kathy has served as the Mono County Director of Social Services since 2012. She has a diverse professional background that includes over 38 years' experience in the health and human services field, as well as natural resources conservation and education.

She previously worked for the Inyo County Public Health Department where some of her projects included a Maternal Child and Adolescent Health needs assessment, coordinating a teen pregnancy prevention program, and working with the UCLA School of Dental Health to bring the Miles of Smiles community dental program for school kids to Inyo and Mono Counties. She also served as the Executive Director for First 5 in both Inyo and Mono Counties.

Prior to moving to California, Kathy lived in Alaska where she served as the medical staff recruiter and coordinator for an Alaskan Native corporation in a remote community above the Arctic Circle. She also worked with the National Park Service and The Nature Conservancy on a diversity of projects including some of the State's first conservation easements and on special projects related to the Exxon Valdez Oil Spill and Kenai River Watershed.

Kathy has a Master of Public Health degree from the University of California Los Angeles, and a Bachelor of Science Degree from Northern Arizona University and certified by the California Association of Public Administrators, Public Guardians and Public Conservators.

Professional Organizations:

- Board of Directors, National Association of County Human Services Administrators (NACHSA)
- Board of Directors, County Welfare Directors Association of California (CWDA)
- Co-Chair, Twenty Small Counties Committee, CWDA
- Human Services and Education Committee Member, National Association of Counties (NACO)
- Board of Directors, Eastern Sierra Continuum of Care
- Board of Directors, Statewide Automated Welfare System Consortium IV JPA



RESOLUTION NO. R22-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN AMENDMENT TO
THE EMPLOYMENT AGREEMENT WITH KATHRYN E. PETERSON
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Employment Agreement of Kathryn E. Peterson, adopted by Resolution R21-05 on January 5, 2021, is hereby amended as set forth in the Agreement and First Amendment to Employment Agreement of Kathryn E. Peterson ("First Amendment"), a copy of which is attached hereto as an exhibit, incorporated herein by this reference as though fully set forth and explicitly made effective as of October 2, 2022. The Chair of the Board of Supervisors shall execute said First Amendment on behalf of the County.

PASSED AND ADOPTED this 4th day of October, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT REGARDING EMPLOYMENT
OF KATHRYN E. PETERSON**

This Agreement and First Amendment is entered into by and between Kathryn Peterson (Ms. Peterson) and the County of Mono (collectively “the parties”) for the purpose of amending the Employment Agreement of Kathryn E. Peterson entered into on or about January 5, 2021 (“the Agreement”).

I. RECITALS

- A. The County currently employs Ms. Peterson as its Social Services Director in accordance with the terms and conditions of the Agreement.

- B. The County now wishes to temporarily employ Ms. Peterson as combined Interim Director of Public Health and Social Services Director, pursuant to the terms and conditions set forth in this First Amendment. Ms. Peterson is willing to accept such temporary appointment.

II. AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. The following is added to Section 2 of the Agreement:

“Notwithstanding anything to the contrary contained in this Agreement, commencing on October 2, 2022, and until otherwise directed by the Board of Supervisors or County Administrative Officer (CAO), Ms.

Peterson shall serve in the combined position of Interim Director of Public Health and Social Services Director for Mono County. In the event the Board or CAO notify Ms. Peterson that she will no longer serve as Interim Director of Public Health, this First Amendment shall automatically terminate and Ms. Peterson's employment as Social Services Director shall continue to be governed solely by the Agreement."

2. The following is added to Section 3 of the Agreement:

"Notwithstanding anything to the contrary herein, during the period of Ms. Peterson's temporary appointment as Interim Director of Public Health/Social Services Director, her salary shall be Range 21, Step D, as set forth in the "Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions" (Resolution R21-45 adopted on June 15, 2021)."

3. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The parties hereby execute this Agreement and First Amendment, effective as of October 2, 2022.

EMPLOYEE

THE COUNTY OF MONO

Kathryn E. Peterson

By: Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: CAO

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Employment Agreement - Human Resources Specialist

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Nicole Beck as Human Resources Specialist, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R22- , approving a contract with Nicole Beck as Human Resources Specialist, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The full cost of salary and benefits for an entire fiscal year is approximately \$72,210, of which \$55,433 is salary and \$16,777 is benefits. This is included in the adopted budget.

CONTACT NAME: John Craig, Assistant CAO

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
9/29/2022 9:43 AM	County Counsel	Yes
9/26/2022 1:57 PM	Finance	Yes
9/30/2022 1:36 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Robert C. Lawton
 PO Box 696
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Hon. Barry Beck

DISTRICT ATTORNEY

Hon. Tim Kendall

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Malinda Huggans

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Acting Milan Salva

PROBATION

Karin Humiston

PUBLIC HEALTH

To be appointed

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors
 From: Robert C. Lawton, CAO
 Date: October 4, 2022
 Re: Employment Agreement with Nicole Beck

Recommended Action

Adopt Resolution #R22-___, approving a contract with Nicole Beck as Human Resource Specialist, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute the said contract on behalf of the County.

Discussion

Nicole Beck has demonstrated the ability and experience of being responsible for the recruitment processes in her temporary employment as a Human Resource Specialist. Ms. Beck has illustrated the key requirements to recruit, support, and place employees within the County of Mono. She ensures that all employee records are maintained and updated with new hire information or changes in employment status and is the lead for onboarding new employees and orientation. Ms. Beck has gained experience working in the County software programs including but not limited to QuickBase and Innoprise. Ms. Beck has a high level of accurate and responsible in addressing the needs of County personnel and can perform a variety of professional, technical, and office administrative tasks that support human resources. We are excited about having Ms. Beck continue her work for the County as the new Human Resource Specialist to support employees and staff in navigating and interpreting the functions required of a Human Resources Specialist.

Fiscal Impact

The full cost of salary and benefits for an entire fiscal year is approximately \$72,210, of which \$55,433 is salary and \$16,777 is benefits. This is included in the adopted budget.



RESOLUTION NO. R22-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING AN EMPLOYMENT AGREEMENT WITH NICOLE BECK
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Employment Agreement of Nicole Beck, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Ms. Beck. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 4th day of October 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF NICOLE BECK
AS HUMAN RESOURCES SPECIALIST FOR MONO COUNTY**

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

I. RECITALS

The County wishes to employ Nicole Beck hereinafter (“Ms. Beck”) as its Human Resources Specialist in accordance with the terms and conditions set forth in this Agreement. Ms. Beck wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. Commencing September 19, 2022, Ms. Beck shall be employed by Mono County as its Human Resources Specialist, serving at the will and pleasure of the CAO. Ms. Beck accepts such employment. The Human Resources Director shall be deemed the “appointing authority” for all purposes with respect to Ms. Beck’s employment. The Human Resources Director and Ms. Beck will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Beck’s work. Ms. Beck’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Human Resources Director in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Beck’s salary shall be initially set at Range 2, Step A of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix, and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Beck understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).
5. Ms. Beck shall earn and accrue vacation and sick leave in accordance with the “Policy

Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment is not exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act (FLSA), Ms. Beck shall be entitled to overtime pay as provided by the FLSA.

6. To the extent deemed appropriate by the CAO, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Beck’s full participation in applicable professional associations, for her continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Beck shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Beck’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Beck understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Beck cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Beck’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
9. Consistent with the “at will” nature of Ms. Beck’s employment, the Human Resources Director may terminate Ms. Beck’s employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Beck understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only

for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the CAO may, in his or her discretion, take during Ms. Beck's employment.

10. In the event of a termination without cause occurring after the first twelve (12) months of employment under this Agreement, Ms. Beck shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Beck shall not be entitled to any severance pay in the event that the Human Resources Director has grounds to discipline her on or about the time he or she gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Beck shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Beck may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Beck shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Beck.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Beck's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Beck's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Ms. Beck shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Beck is convicted of a crime involving abuse of office or position.
14. Ms. Beck acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on her part or on behalf of the County. Ms. Beck further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any

ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION

This Agreement is executed by the parties this 4th day of October, 2022.

EMPLOYEE

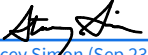
THE COUNTY OF MONO

Nicole Beck

Nicole Beck

By: Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:



[Stacey Simon \(Sep 23, 2022 16:53 PDT\)](#)

COUNTY COUNSEL









(2022) Nicole Beck Agreement (SS 9.21.22)

Final Audit Report

2022-09-23

Created:	2022-09-22
By:	John Craig (jcraig@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACk5kaG6E_ZuSkRWCylTE4RenotR_INhu

"(2022) Nicole Beck Agreement (SS 9.21.22)" History

-  Document created by John Craig (jcraig@mono.ca.gov)
2022-09-22 - 11:14:08 PM GMT- IP address: 162.252.88.209
-  Document emailed to Nicole Beck (nbeck@mono.ca.gov) for signature
2022-09-22 - 11:14:30 PM GMT
-  Email viewed by Nicole Beck (nbeck@mono.ca.gov)
2022-09-23 - 3:02:37 AM GMT- IP address: 107.77.227.32
-  Document e-signed by Nicole Beck (nbeck@mono.ca.gov)
Signature Date: 2022-09-23 - 3:05:46 AM GMT - Time Source: server- IP address: 107.77.227.32
-  Document emailed to Stacey Simon (ssimon@mono.ca.gov) for signature
2022-09-23 - 3:05:48 AM GMT
-  Email viewed by Stacey Simon (ssimon@mono.ca.gov)
2022-09-23 - 11:53:15 PM GMT- IP address: 162.252.88.209
-  Document e-signed by Stacey Simon (ssimon@mono.ca.gov)
Signature Date: 2022-09-23 - 11:53:54 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Agreement completed.
2022-09-23 - 11:53:54 PM GMT





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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: Emergency Management, CAO

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Chris Mokracek, Emergency
Management Director

SUBJECT Allocation List Amendment - Wildfire
Mitigation Coordinator

AGENDA DESCRIPTION:

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

In May 2022, Mono County was one of eleven California Counties to be awarded \$175,000 to hire a Wildfire Mitigation Coordinator under the 2022 California Fire Safe Council's Cal Fire County Coordinator Grant Program. The objective of the County Coordinator project is to educate, encourage, and develop county-wide collaboration and coordination among various wildfire mitigation groups operating within Mono County containing State Responsibility Area (SRA) lands. This is a limited term, grant funded position with an 18-month performance period. This will fund salary, benefits, and operational expenses from September 15, 2022, to February 28, 2024.

RECOMMENDED ACTION:

Adopt proposed resolution authorizing the County Administrative Officer to amend the list of allocated positions to add one limited term position of Wildfire Coordinator in the department of the County Administrative Officer.

FISCAL IMPACT:

Over the 18 month grant period, salary is estimated at a total cost of \$90,000, with benefit costs as high as \$48,000, depending on eligibility for health care and tier coverage selected, for a total cost over the 18 month grant period of approximately \$138,000. As this is a limited term position, these costs are not recurring.

CONTACT NAME: Chris Mokracek

PHONE/EMAIL: 760-924-4633 / cmokracek@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Job Description

History

Time	Who	Approval
9/29/2022 1:05 PM	County Counsel	Yes
9/30/2022 8:50 AM	Finance	Yes
9/30/2022 1:34 PM	County Administrative Office	Yes



Date: September 20, 2022
To Honorable Board of Supervisors
From Chris Mokracek, Director of Emergency Management
Subject Personnel Allocation List Amendment - County Wildfire Mitigation Coordinator

Recommendation

Adopt proposed resolution authorizing the County Administrative Officer to amend the list of allocated positions to add one limited term position of Wildfire Coordinator in the department of the County Administrative Officer.

Discussion

In May 2022, Mono County was one of eleven California Counties to be awarded \$175,000 to hire a Wildfire Mitigation Coordinator under the 2022 California Fire Safe Council's Cal Fire County Coordinator Grant Program.

The objective of the County Coordinator project is to educate, encourage, and develop county-wide collaboration and coordination among various wildfire mitigation groups operating within Mono County containing State Responsibility Area (SRA) lands. Mono County and its Coordinator will work closely with the California Fire Safe Council to: (I) Build census of all active wildfire mitigation groups in their county, (II) Analyze gaps in county-wide wildfire resiliency and emergency preparedness and develop recommendations to fill these needs, (III) Develop mechanisms to improve outreach and coordination efforts.

This is a limited term, grant funded position with an 18-month performance period. This will fund salary, benefits, and operational expenses from September 15, 2022, to February 28, 2024.

Fiscal Impact

No fiscal impact. All expenses are grant funded.



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD
OF SUPERVISORS AUTHORIZING THE
COUNTY ADMINISTRATIVE OFFICER TO AMEND
THE COUNTY OF MONO LIST OF ALLOCATED
POSITIONS TO ADD ONE (1) WILDFIRE
MITIGATION COORDINATOR IN THE DEPARTMENT
OF THE COUNTY ADMINISTRATIVE OFFICER**

WHEREAS, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or “Allocation List”); and

WHEREAS, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

WHEREAS, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the job classifications on the Allocation List; and

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services;

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1 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
2 **MONO RESOLVES** that the County Administrative Officer is authorized to amend the County
3 of Mono List of Allocated Positions to reflect the following changes:

4 Add the allocation of one (1) limited term (18 months) full-time Wildfire Mitigation
5 Coordinator (salary of \$5,000 per month).

6 **PASSED, APPROVED and ADOPTED** this 4th day of October 2022, by the following
7 vote, to wit:

8 **AYES:**

9 **NOES:**

10 **ABSENT:**

11 **ABSTAIN:**

12 _____
13 Bob Gardner, Chair
14 Mono County Board of Supervisors

15 **ATTEST:**

16 **APPROVED AS TO FORM:**

17 _____
18 Clerk of the Board

19 _____
20 County Counsel

Mono County Wildfire Mitigation Coordinator Position Description

Mono County is seeking qualified candidates to fill a new fulltime position. The council is a non-profit corporation committed to protecting lives and property from harm by wildfires, and to educating the public on wildfire dangers and how to reduce them. The council supports projects that help make homes, neighborhoods, and communities fire safe by management of natural and man-made resources.

Position Description:

The Wildfire Mitigation Coordinator is specialized in organizing, coordinating, and assessing county-wide activities related to wildfire mitigation. The coordinator will complete a comprehensive review of existing wildfire mitigation groups and their projects and identify opportunities to improve partnerships, communications, and cooperation. The coordinator will facilitate building relationships between community partners and county emergency response personnel. The position reports to the Director of Emergency Management.

Duties and Responsibilities:

- Assess existing wildfire mitigation activities, resources, and information and compile a comprehensive assessment report.
- Liaise with wildfire mitigation groups to identify and define opportunities to coordinate efforts to prepare the county for wildfire.
- Increase opportunities for those engaged in preparing for wildfire to be informed about related county initiatives through social media and the website.
- Initiate strategies to build collaboration and information sharing among county-wide wildfire mitigation groups.
- Help prepare grant proposals, timeframes, budget and identify possible joint ventures to engage multiple wildfire mitigation groups.
- Monitor and track county-wide progress in outreach, education, emergency, and wildfire preparedness.
- Identify opportunities and strategies to expand existing projects like FIREWISE USA recognized communities and chipping availability throughout the county.
- Create and maintain comprehensive documentation, plans and reports which include the County-wide Community Wildfire Protection Plan (CWPP).
- Monitor and report on progress to Mono Basin Fire Safe Council, Mammoth Lakes Fire Safe Council, California Fire Safe Council, and Mono County according to grant timelines.

Expected Outcomes:

- Improve communication and coordination among the various wildfire mitigation groups in the county, leading to collaboration on projects directly addressing wildfire preparedness.
- Submittal of grant applications in partnership with wildfire mitigation groups.

- Development of a plan to improve Mono County's capacity to prepare for and respond to wildfire events.
- Closer adherence to and implementation of Mono County's CWPP and General Plan.
- Strengthen partnerships with tribes that have ties to the county.
- An increased number of functioning fire safe councils with active and resilient membership.
- Improved coordination with fire departments operating in the county.
- Single point of contact for the County for wildfire mitigation inquiries.

Job Qualifications:

- Must have 2-3 years of experience working in wildfire mitigation, emergency preparedness or another related field.
- Proven ability to identify and work with a variety of community and professional organizations
- Proven ability to establish and maintain strategic alliances and collaborations to achieve common goals
- Excellent organizational and time-management skills
- Experience with outreach and education, social media, and media relations
- Outstanding communication, interpersonal and leadership skills
- Experience in grant writing and fundraising
- Knowledge of Mono County environmental and ecological regulations, public education and/or working with underserved communities, and Spanish fluency are not required but would be beneficial.

Typical Physical Requirements

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping, and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required. Repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required for verbal communications. Ability to use a variety of office equipment and machines as referenced. Good memory and recall is necessary for the accurate and timely transfer of data/information.

Special requirements

You may be required to drive a motor vehicle in the course of employment and must possess a valid operator's license issued by the State Department of Motor Vehicles. Must successfully complete a pre-employment background investigation. Your position may be required to serve as a Disaster Service Worker during a County emergency. May be required to work flexible hours including evenings and weekends on some occasions. Required to drive a motor vehicle in the course of employment and must possess a valid operator's license issued by the State Department of Motor Vehicles. Must maintain

insurability under the County's vehicle insurance policy. Must successfully complete a pre-employment background investigation. This position may be required to serve as a Disaster Service Worker during a County emergency.

This is a grant funded position. Continuation of this position is contingent upon continued grant funding.

Application Process:

Please apply with Mono County Human Resources at hr@mono.ca.gov . We are seeking to fill this position as soon as possible.



CAL FIRE County Coordinator Grant Program Announcement

May 2022

2022 County Coordinator Grant Award

11 Counties Selected

\$1.9 Million in Grant Award Funds

New Grant Program Opening in August 2022 for Additional County Coordinator Applications

California Fire Safe Council

3237 Peacekeeper Way, Suite 201
McClellan, CA 95652
cafiresafecouncil.org

Contact

Nina Evans

nevans@cafiresafecouncil.org

This grant program and publication are funded in full by the California Department of Forestry and Fire Protection (CAL FIRE) as part of the California Climate Investments Program.

California Fire Safe Council (CFSC) is pleased to announce 12 County Coordinator Grant Program awards, located in CAL FIRE's Southern Region. In total, the CFSC will award \$1.9 million to these 11 applicants.

Thank you to all applicants for your efforts and commitment to county-wide wildfire coordination and collaboration. We are looking forward to working with you toward our shared vision of a more fire-resilient California!

The objective of the County Coordinator grant project is to educate, encourage, and develop county-wide collaboration and coordination among various wildfire mitigation groups operating within counties containing State Responsibility Area (SRA) lands.

Counties and their coordinators will work closely with the California Fire Safe Council to: (I) Build a census of all active wildfire mitigation groups in their county, (II) Analyze gaps in county-wide wildfire resiliency and emergency preparedness and develop recommendations to fill these needs, (III) Develop mechanisms to improve outreach and coordination efforts.

CFSC is requesting additional applicants for the 22 CAL FIRE County Coordinator Grant Program. The application will open in August 2022. Updates regarding the grant application will be posted on the CFSC website.



Community Wildfire Preparedness Project, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investment website at: www.caclimateinvestments.ca.gov

2022 CAL FIRE Southern Region Selected Projects

Calaveras County

Recipient: Calaveras County Office of
Emergency Services

Inyo County

Recipient: Inyo County

Orange County

Recipient: Irvine Ranch Conservancy

Los Angeles County

Recipient: The Safe Community Project

Madera County

Recipient: Madera County

Mono County

Recipient: Mono County

Monterey County

Recipient: Monterey Fire Safe Council, Inc.

San Luis Obispo County

Recipient: San Luis Obispo Community Fire
Safe Council, Inc.

Tulare County

Recipient: Tulare County

Tuolumne County

Recipient: Tuolumne County

Ventura County

Recipient: Ventura Regional Fire Safe Council

**Congratulations 2022 Southern Region
County Coordinator Grant Awardees!**

**The 22 CAL FIRE County Coordinator Grant Program will be
accepting new applications in August 2022.**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: Clerk-Recorder

TIME REQUIRED 10 minutes

SUBJECT Clerk-Recorder Proposed Contract
with Tyler Technologies

**PERSONS
APPEARING
BEFORE THE
BOARD**

Scheereen Dedman, Clerk – Recorder
– Registrar – Clerk of the Board of
Supervisors

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, products, and services for County recording services.

RECOMMENDED ACTION:

Approve and authorize the County Administrative Officer to sign a contract with Tyler Technologies for a Recording system for the Office of the Clerk-Recorder, for the period of one year after the agreement is signed by all parties.

FISCAL IMPACT:

There is a one time cost to implement the software of \$111,208, which is included in the Department's amended FY 2022-23 budget, to be paid for with funds from the Modernization Fund. Annual user fees for the remaining four years are \$12,212 per year and will affect the Department's future year budget proposals.

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
Agreement

History

Time	Who	Approval
9/28/2022 6:39 PM	County Counsel	Yes

9/26/2022 12:58 PM

Finance

Yes

9/30/2022 1:35 PM

County Administrative Office

Yes



**CLERK – RECORDER – REGISTRAR
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO**

**P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531**

Scheereen Dedman
Clerk-Recorder-Registrar
760-932-5538
sdedman@mono.ca.gov

Queenie Barnard
Assistant Clerk-Recorder-Registrar
760-932-5534
qbarbard@mono.ca.gov

October 4, 2022

To: Honorable Board of Supervisors

From: Scheereen Dedman, Mono County Clerk-Recorder

Subject: Proposed Contact with Tyler Technologies

Recommended Action:

Approve and authorize the County Administrative Officer to sign a contract with Tyler Technologies (Tyler) for a Recording system for the Office of the Clerk-Recorder, for the period of one year after the agreement is signed by all parties.

Discussion:

In July 2021, Halfile Systems, Inc, the current service provider of Halfile, the system used by the Clerk-Recorder's office for its document management services, advised the office that they would be discontinuing service to all California counties. Working with the eight other affected counties, we received demonstrations for multiple companies who offered replacement software. Eventually, Tyler Technologies and its software Eagle Recorder was chosen as the best fit for Mono County's needs.

Tyler participated in the competitive bid process in response to Sourcewell National Joint Powers Alliance RFP #110515 by submitting a proposal, on which NJPA awarded Tyler an NJPA contract, numbered 110515-TTI. Eagle Recorder is currently in 22 California counties, not including the "Halfile" counties who are in the process of completing our changeover processes. IT Director Greenberg and County Counsel Beck assisted with working with Tyler Technologies to draft the proposed contract currently being presented to the Board of Supervisors.

Fiscal Impact:

There is a one-time cost to implement the software of \$111,208, which is included in the Department's amended FY 2022-23 budget, to be paid for through the Modernization and Social Security Truncation Funds - monies collected from recorded and vital documents. Annual user fees for the remaining four years are \$12,212 per year (with possible 5% increase per year for following years) and will affect the Department's future years budget proposals.

Attachments: Tyler Technologies Agreement with Exhibits and Statement of Work



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcwell (formerly known as National Joint Powers Alliance) (“Sourcwell”) under member number 76408.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcwell RFP #090320 by submitting a proposal, on which Sourcwell awarded Tyler a Sourcwell contract, numbered 090320-TTI (hereinafter, the “Sourcwell Contract”);

WHEREAS, documentation of the Sourcwell competitive bid process, as well as Tyler’s contract with and pricing information for Sourcwell is available at <https://sourcwell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcwell Contract to procure certain software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcwell Contract and under the terms and conditions set forth below;

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 License and 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 Mono County, California.
- **“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. 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 EnerGov labeled modules 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 date by which both your and our authorized representatives have signed the Agreement.
- **“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 software, 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](#).
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as [Exhibit C](#).
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as [Exhibit E](#).
- **“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 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 Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached indicated at [Exhibit D](#).
- **“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.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. [License Grant and Restrictions](#).

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only.

- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service (“SaaS”) do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
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. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. 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 our understanding of the specifications you supplied. 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. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you 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 further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. 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. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by

the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

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, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all 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 G – TERMINATION

1. 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 F(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). 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 thirty (30) day window set forth in Section I(3).
 - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
 - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, 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 license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you 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 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.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
 - 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 your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. 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 indemnify and hold harmless 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 PCI DSS requirements or 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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

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) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. 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, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL**

PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

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 Liability of at least \$1,000,000; (d) Cyber Liability of at least \$3,000,000; (e) Workers Compensation complying with applicable statutory requirements; and (f) 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 I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

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. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
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;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (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; 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. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler’s Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler’s Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
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	Maintenance and Support Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

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.

Mono County, CA

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
PO Box 237
Bridgeport CA 93517
Attention: _____





Exhibit A
Investment Summary

The following Investment Summary details the software, products, 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:
 Quote Expiration:
 Quote Name:

Jon Phillips
 9/29/22
 Mono On Premise

Sales Quotation For:

Mono County
 PO Box 237
 Bridgeport, CA 93517
 Phone: +1 (760) 924-1800

Tyler Software

Description	Software Total	Year One Maintenance
Records Management		
Recorder Base		
Full Seat License [5]		
eRecording		
Government to Government		
Records Public Access		
Ecommerce		
EMarriage		
Intelligent Redaction		
Historical Index		
Book Vault		
	<i>Sub-Total</i>	<i>\$ 61,052</i>
	<i>Less Discount</i>	<i>\$ 6,106</i>
	TOTAL	\$ 54,946
		<i>\$ 12,212</i>
		<i>\$ 0</i>
		\$ 12,212

Professional Services

Description	Extended Price	Maintenance
Records Management		
Project Management		
Business Process Review		
Initial Software Installation		
Conversion		
UAT/Conversion Review		
Implementation		
Training		
Go Live		
Records Public Access Package		
eRecording		
Intelligent Redaction		
Historical Index		
California Clerk		
Image Upload		
Total Hours	258	
TOTAL	\$ 43,050	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 54,946	\$ 12,212
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 43,050	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 97,996	\$ 12,212
Contract Total	\$ 110,208	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



Exhibit B Invoicing and Payment Policy

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

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

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we provide you with access to the applicable Tyler Software (the "Software Access Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Software Access Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

1.3 *SaaS & Subscription Fees:* SaaS (including hosting) fees and subscription fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Effective Date. Your annual SaaS fees and subscription fees for the initial year one term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees and subscription fees will be at our then-current rates.

2. Other Tyler Software and Services.

2.1 *Implementation and Other Professional Services (including training, but excluding conversions):* Implementation and other professional services (including training, but excluding conversions), as described and at the rates set forth in the Investment Summary as of the Effective Date, shall be billed and invoiced in accordance with the following milestones. For purposes of this Section 2.1, Acceptance shall be as defined in the Statement of Work.

Control Point	Description	Percentage of Total Fees
Client Acceptance of Stage 2/Control Point 2	Assess & Define	25%
Client Acceptance of Stage 3/Control Point 3	Build & Validate	25%
Client Acceptance of Stage 4/Control Point 4	Final Testing & Training	25%
Client Acceptance of Stage 5/Control Point 5	Production Cutover	25%
	Total for Professional Services (excluding conversions)	100%

If any services payment milestone is delayed after the milestone deadline set in the project schedule, and such delay is not caused by Tyler or on account of Tyler's action or inaction, then payment for such services payment milestone shall be due on the original milestone deadline date. If such milestone delay is caused solely by Tyler, then services payment will be postponed by the corresponding number of days each applicable milestone is delayed.

Other professional services payable under this Agreement shall be billed and invoiced as delivered, or as otherwise mutually agreed by the parties.

- 2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.
- 2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management

services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. Third Party Products.

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 fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. 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, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as 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 Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 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;
 - 3.4 provide you with a copy of 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; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with reasonable access to the Tyler Software to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support 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.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



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 support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) 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.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

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

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, 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.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. 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.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 only one user or for which there is an existing circumvention procedure.	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 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.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

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 the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

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.



Exhibit D
Third Party Terms

Reserved.

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Exhibit E
Statement of Work

Statement of Work follows.

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Mono County Clerk Recorder

SOW from Tyler Technologies, Inc.

1/29/2022

Presented to:
Scheereen Dedman
74 School Street
Bridgeport, CA 93517

Contact:
Jon Phillips
Email: Jon.Phillips@TylerTech.com
One Tyler Way, Moraine, OH 45439

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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 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 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 County’s complexity and organizational needs.



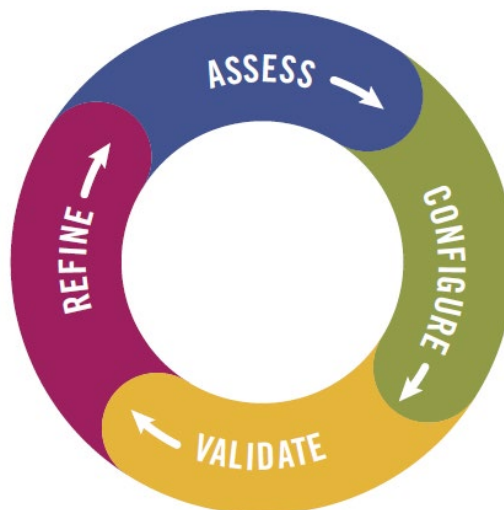
Tyler's Six Stage Project Methodology



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

To achieve Project success, it is imperative that both the County and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the 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 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

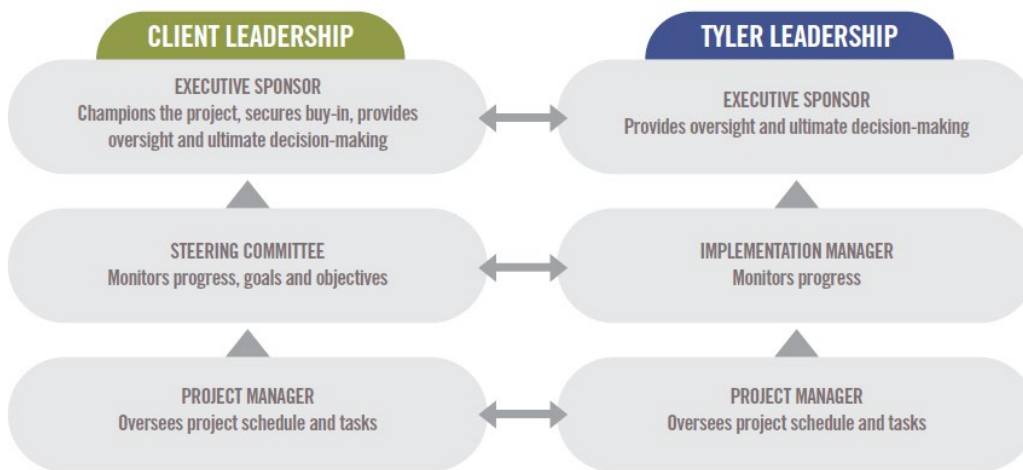
2. Project Governance

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 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 County Steering Committee become the escalation points to triage responses prior to escalation to the 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 County and Tyler executive sponsors serve as the final escalation point.

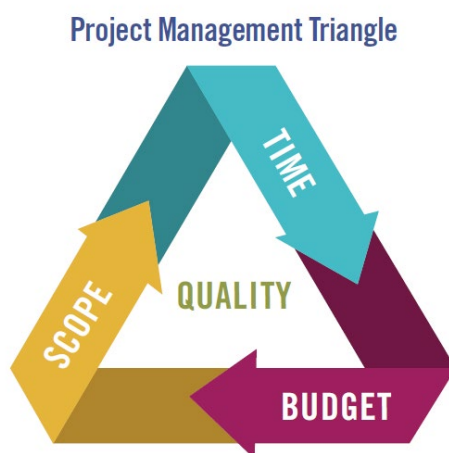
Project Governance Relationships



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

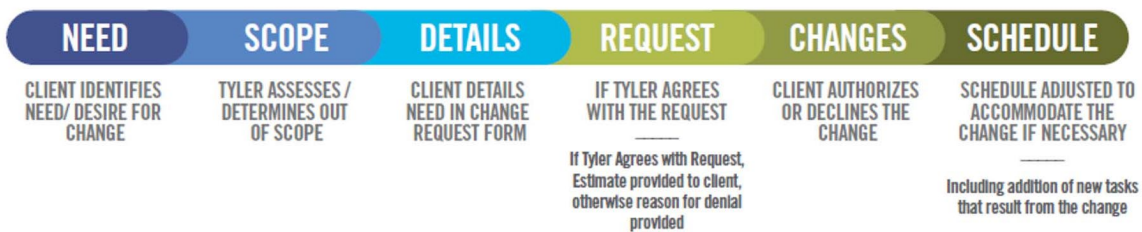
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the County; for example, the 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 County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The 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 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 County office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the 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 County feedback and approval on Project deliverables will be critical to the success of the Project. The County project manager will strive to gain deliverable and decision approvals from all authorized 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 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 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 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 County does not agree the Deliverable or Control Point meets requirements, the 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 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 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 County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the County, but are roles defined within the Project. It is common for individual resources on both the Tyler and 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 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 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 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 County, the Tyler Project Manager provides regular updates to the 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 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 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 County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the County any items that may impact the outcomes of the Project.
- Collaborates with the 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 County 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the 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 County through software validation process following configuration.
- Assists during Go-Live process and provides support until the County transitions to Client Services.
- Facilitates training sessions and discussions with the 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 County Roles & Responsibilities

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 County Executive Sponsor

The 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 County steering committee, project manager(s), and functional leads to make critical business decisions for the 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 County Steering Committee

The 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 County project manager and Project through participation in regular internal meetings. The County steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The 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
 - County Policies
 - Needs of other client projects

5.2.3 County Project Manager

The 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 County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the 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 County project manager(s) are responsible for reporting to the 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 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 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 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 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 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 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 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 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 County Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the 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 County staff during and after implementation.



- Participate in conversion review and validation.

5.2.6 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 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 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 County's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 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 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 County and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 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.



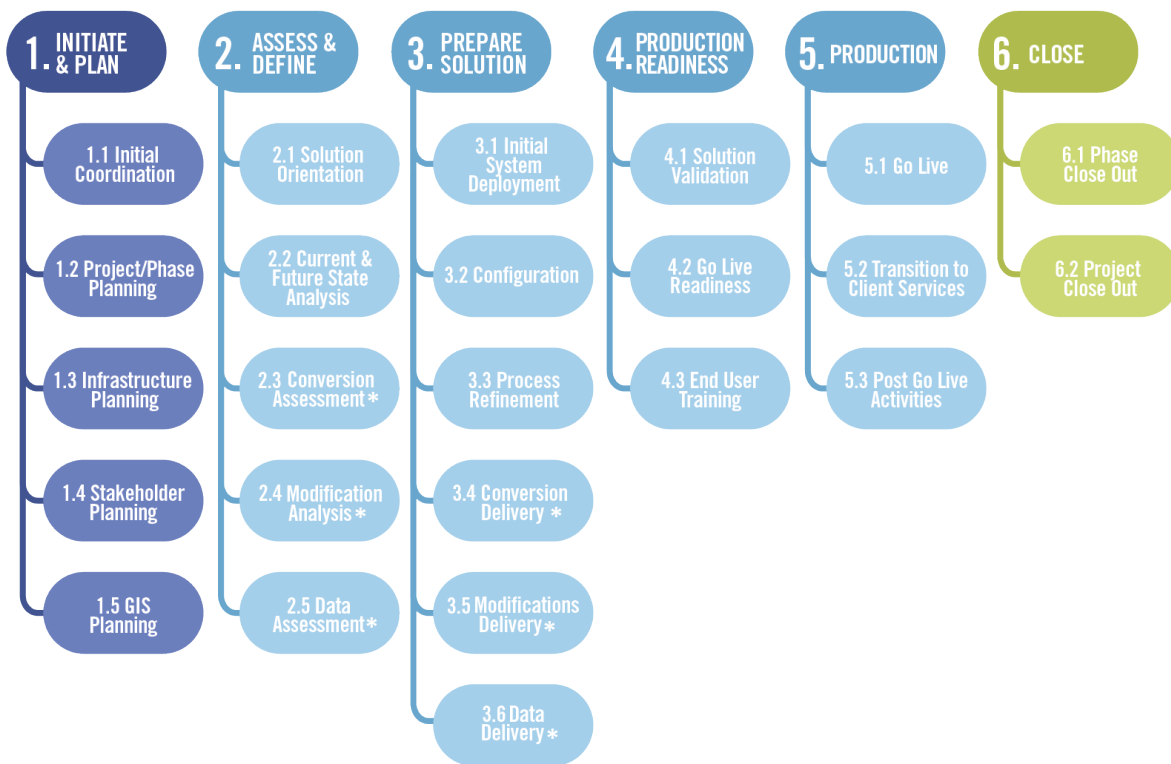
Part 3: Project Plan

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 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 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 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 County’s team. During this step, Tyler will work with the 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 County project team.

STAGE 1	Initial Coordination																
	Tyler								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						
County project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the 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 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 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 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 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 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							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	County provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- 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 County to install License Software. The County is responsible for the installation and setup of all peripheral devices.

Objectives:

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

STAGE 1	Infrastructure Planning																
	Tyler								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
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C



*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the County Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the County team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								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
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
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 County
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current County business processes. This information will be used to identify and define business processes utilized with Tyler software. The 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 County team knowledge transfer such as: eLearning, documentation, or walkthroughs. The 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 County for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							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 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 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 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							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	Countycurrent 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:

- County attendees possess sufficient knowledge and authority to make future state decisions.
- The County is responsible for any documentation of current state business processes.
- The 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							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	County Source data
	County Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	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 County representatives to identify business rules before writing the conversion.
- 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 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 County can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							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 Included Environments			A				R				I						C



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

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on 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 County will provide network access for Tyler modules, printers, and Internet access to all applicable 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 County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The County collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

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

STAGE 3	Configuration	
	Tyler	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 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 County is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

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

Objectives:

- Ensure that the 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							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 (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 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 County-specific process documentation (completed by County)

Work package assumptions:

- None



6.3.4 Conversion Delivery

The purpose of this task is to transition the 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 County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the 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								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 County will provide a single file layout per source system as identified in the investment summary.
- The County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The 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 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 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 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 County organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							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
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Solution Validation Report	County updates report with testing results
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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 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 County has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the 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								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
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the County

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop County specific business process documentation. County-led training labs using County specific business process documentation if created by the County can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The County is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							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 training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (County-led)			C	C							A	R	I	C	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	County signoff that training was delivered

Work package assumptions:

- The 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 County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of County departments.
- The 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 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 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 County and Tyler will complete work assigned to prepare for Go-Live.

The 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 County manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the County during Go-Live activities. The 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.
- County data available in Production environment.

STAGE 5	Go-Live																
	Tyler							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	County confirms data is available in production environment

Work package assumptions:

- The 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 County business processes required for Go-Live are fully documented and tested.



- The County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The 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 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 County onto the Tyler Client Services team, who provides the County with assistance following Go-Live, officially transitioning the County to operations and maintenance.

Objectives:

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

STAGE 5	Transition to Client Services																
	Tyler							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 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							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 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 County for systems implemented in the Phase.

Objectives:

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

STAGE 6	Phase Close Out																
	Tyler							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	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 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 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								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 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	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 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 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 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 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 County to make process changes.
- The 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, County is responsible for managing Organizational Change. Impacted 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 County resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- County resources will participate in scheduled activities as assigned in the Project Schedule.
- The County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the 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 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 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 County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The 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 County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the County representatives to identify business rules before writing the conversion. The 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 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 County Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The County is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The County will provide dedicated space for Tyler staff to work with County resources for both on-site and remote sessions. If Phases overlap, County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The 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 EagleRecorder Conversion Specification

The EagleRecorder conversion includes converting data from a single database dump file into the EagleRecorder application database. Data should be provided to Tyler as defined below. When providing data and images to Tyler also provide a data dictionary or mapping, including a key to associating images with a specific record in the database. Tyler will convert the data as closely as possible to how it appears in your current system, but Tyler will not normalize data.

When providing data and images to Tyler, include counts of each document type and a count of images.

The client will provide two sets or pulls of data and images to Tyler to be converted from their current system into EagleRecorder. The first set is for a 'bulk' conversion, which is all records in your current system, through the date the extract of data from your legacy system is pulled. The second data set is called a 'gap' and contains the records from the last date you provided the bulk set to the last day of business processing/recording before Go Live, without any duplication or gaps records. In some cases, Tyler may require a complete pull of your entire system instead of a gap, if this approach is deemed more efficient it will be coordinated during the Initiate and Plan stage of the project. Each set of data and images is required to be provided in the same format each time the client provides data and images to Tyler.

9.1.1 Providing Data

The county is required to provide the data to Tyler in one of the following formats:

- A database dump file (*.dmp), accompanied by database definitions/mapping.
 - Microsoft SQL Server[®]
 - Oracle[®]
- A delimited ASCII text file(s), including file layouts and/or each text file should contain a header row
 - Pipe delimited
 - Tab delimited
 - All data for a specific record in the text file should be in a single line (i.e., No line feeds)

9.1.2 Images

Tyler Technologies requires images to be in the following format:

- group IV Compression
- TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at <http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf>
- Up to 300 DPI for land and vital records, up to 600 DPI for plat images
- black and white
- Single-page TIFF images should be stored with a file extension in *.001 - *.0NN format, where page 1 is .001, page 2 is .002, etc. Multi-page TIFF images should be stored in TIFF extensions such as *.tif. In both cases the * represents the document number.
- Images must be oriented correctly (right side) up



- Total combined size of all image files associated with a document can't exceed 65 Mb

If any images do not comply with the specifications, a change order and additional charges may be required to modify and properly convert those images.

Tiff images are the only images supported for EagleRecorder. Due to normal operating system limitations, a directory/folder with more than 10,000 images without subfolders may cause performance issues in the conversion as well as the application.

As a standard, converted images are stored on the file system.

The county is responsible for providing the definition for how the images are linked to the record as well as ensuring that the above image requirements are met. The images must be available on the file system; if they are currently stored in a database, the county is responsible for extracting them to the file system.

The images must be placed on a location that is accessible by the application server. For maximum conversion performance, it is strongly encouraged that this be on a drive of the application server rather than another server on the network.

9.1.3 Redactions

Data and images can be redacted in two different ways depending on how redactions have previously been stored.

Option 1 –

When redactions are stored as overlays and information such as page, x, y coordinates, length and height of the redaction are available, Tyler will convert the redaction as an overlay. This means that only one copy of the image is converted, the redaction can be edited/moved, and admins can see through the redaction while it shows as a red box to the public. This option is consistent with how redactions will be applied once live with Eagle Recorder. The client is responsible for providing the overlay information and how to access it; this overlay information must be stored in the same source data as the index data (i.e., in the database). The redaction information must be provided in an Oracle database, Access file, SQL Server database or text file. Providing redaction data as one file per image may incur additional charges.

Option 2 –

When redaction information as described above is not available but instead two copies of the image are stored, one with the redaction and one without, both would be converted. The redacted image would be converted as the primary attachment for the public to view. The unredacted image would be converted as the secondary attachment, which only Administrators can view. The redactions in this case would not be editable. With this option, the client is responsible for providing the redacted as well as the unredacted copy of the image and knowledge of how both would link to the index data.

Data layout for Option 1 – this is appended as a field within the same pipe file as the index data. The redaction information below needs to be on the same line as the rest of the index data for the document.

The redactions are imported at the same time as the index and images.

Redactions for multi-title documents must be identical for all records that are part of the multi-title document.



9.1.4 Annotations

9.1.4.1 Annotation Conversion – Text and Image Stamps

To convert annotations, the following information must be provided in an Oracle database, Access file, SQL Server database or text file. When provided, Tyler will import this with the file before the final conversion. Annotations can only be converted at the time the data and images are converted, not at a later point in time. This data is included in the same file as the index data, so each line corresponds with the correct document id. The annotation data must be provided within the same database the index data is in or within nonproprietary text file(s), providing annotation data as one file per image may incur additional charges.

- Image annotations only support certain types of images - .png, .gif
- An annotation can either have text or an image, not both
- Stamp rotation is not supported, the image will convert with the orientation shown when opened on the file system
- Annotations for multi-title documents must be identical for all of the records that are part of the multi-title document.

All data and images received will be deleted from Tyler systems 90 days after Go Live. It is recommended that each client retain the source data locally and in a secure location.

The following tables show the available fields in the Eagle Recorder database; your source data and configuration will determine which specific fields will be converted and used; actual field names in the application may have different labels. Other document types may be allowed and will be reviewed on a case by case basis.

LAND RECORDS

Document Number	Lien Address
Book/Page/Volume or Book/Page	Transfer Tax State
Recording Date	Transfer Tax County
Total Fees	Number of Pages
Recording Fee	Flattened Stamp Date
Transfer Tax	Flattened Stamp Pages
Tax Rate Area	Verification Date
PCOR Pages	Verification User
Document Date	Modify By
Return Address	Modify Date
Requested By	Legal
Grantor	Situs
Grantee	Legal Remarks
Parcel Number	Submitter
Related Data	Location
Grantor Address	Housing State
Grantee Address	Housing Multi State
Treasurer Receipt	Housing Multi County
Affidavit	Housing County
Excise Number	Index Error Notes
Received Date	Notes



Exempt Both	Notes Internal
Exempt State	Legal Survey
Failed Reason	Company ID
Submit Date	Order Number
Tracking Number	Vendor ID
Vendor	Consideration/Loan Amount/Sales Price
Scan Date	Mortgage Tax
Scan Modification Date	Compliance Date
Scan Page County	Documentary Fee
Lien Name	Previous Date

BIRTH CERTIFICATES

Document Number	Name
Recording Date	Parent1 Name
Book/Volume/Page or Book/Page	Parent2 Name
Gender	Death Date
Deceased	Amendment Date
Amendment	Amendment Comment
Notes	Place of Birth
Notes Internal	Related Data
Birth Date	Do Not Issue
Number of Pages	

DEATH CERTIFICATES

Document Number	Parent1 Name
Recording Date	Parent2 Name
Book/Volume/Page or Book/Page	Amendment Date
Name of Deceased	Amendment Comment
Gender	Place of Death
Amendment	Location
Notes	Return To
Internal Notes	Return Address
Related Data	Cause of Death
Number of Pages	Race
Date of Death	Funeral Home
Date of Birth	

MILITARY DISCHARGE

Document Number	Return Address
Recording Date	Requested By
Book/Volume/Page or Book/Page	Grantor (Veteran)
Document Date	Grantee (Military Branch)



Return To	Discharge Date
-----------	----------------

CONCEALED WEAPON

Document Number	Weight
Recording Date	Height
Book/Volume/Page or Book/Page	Eye Color
Issue Number	Hair Color
Fingerprint Date	Place of Birth
Issue Date	Country
Application Date	SSN
PASP Status	Address
Name	Mailing Address
Alias	County
Date of Birth	Phone Number
Gender	Email
Race	

NOTARY

Document Number	Phone Number
Recording Date	Status
Book/Volume/Page or Book/Page	Expiration Date
Document Date	ID Type
Name	ID Number
Bond Number/Commission Number	Signature
Bond Date/Commission Date	Business Name
Document Date	

MARRIAGE CERTIFICATE

Document Number	Marriage City
Book/Volume/Page or Book/Page	Return Date
Recording Date	Phone Number
Application Date	Notes
Marriage Date	Notes Internal
Marriage County	Related Data
Married By/Officiant	Party 1 Last Name at Birth
Married By/Officiant Address	Party 2 Last Name at Birth
Party 1 Name	Number of Pages
Party 1 Date of Birth	Party 1 Designation
Party 1 Gender	Party 2 Designation
Party 1 Age	Waiver
Party 1 New Last Name	Return Address
Party 1 Number of this marriage	Party 1 Phone Number



Party 1 Previous Marriage	Party 2 Phone Number
Party 1 Marriage End Date	Party 1 Email
Party 2 Name	Party 2 Email
Party 2 Date of Birth	Party 1 Address
Party 2 Gender	Party 2 Address
Party 2 Age	Party 1 ID Type
Party 2 New Last Name	Party 2 ID Type
Party 2 Number of this marriage	Party 1 ID Number
Party 2 Previous Marriage	Party 2 ID Number
Party 2 Marriage End Date	Expiration Date
Marriage State	

FICTITIOUS BUSINESS NAMES/ASSUMED NAMES

Document Number	Withdrawal Date
Recording Date	Withdrawal Publication Date
Book/Volume/Page or Book/Page	Registrant Status
Total Fees	Type
Filing Type	Business Transacted
FBN Publication	Business Transacted Date
Publication Date	Source
Expiration date	ID Check
Related Data	Executed By
Business Name	LLC Title
Registrant Name	Signature
Grantee Address	Notes
Registrant Type	Notes Internal
State of Incorporation	Number of Pages
Registrant Phone Number	



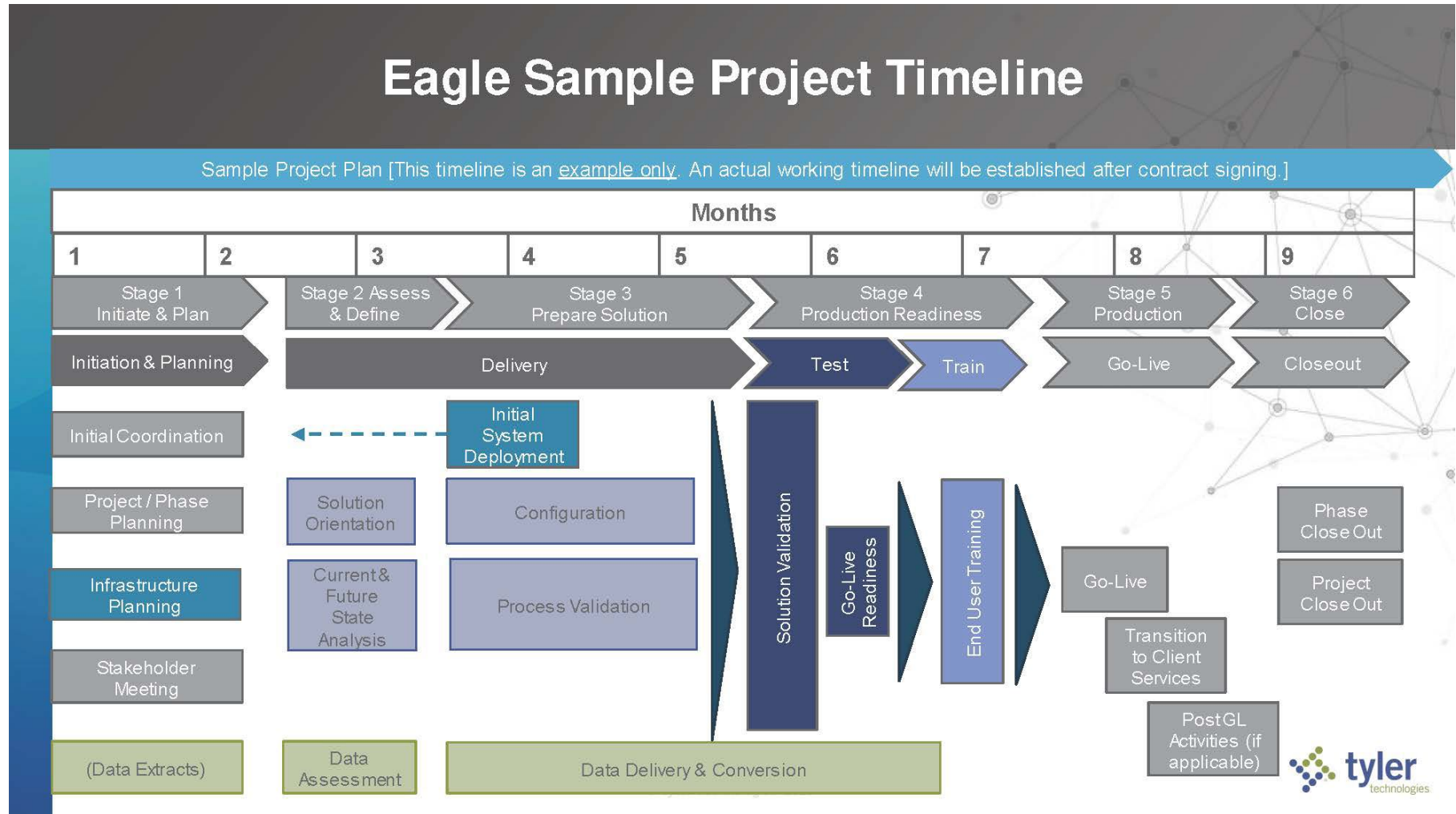
10. Additional Appendices

10.1 Intentionally left blank.



11. Project Timeline

11.1 Sample EagleTimeline





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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Scheereen Dedman, Clerk – Recorder
– Registrar – Clerk of the Board of
Supervisors

SUBJECT 2022/2023 California State
Association of Counties (CSAC)
Nominations

AGENDA DESCRIPTION:

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

Nomination of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2022/2023. Appointment of individuals nominated by the Board is made by the CSAC Executive Committee and appointments are for one year.

RECOMMENDED ACTION:

Nominate a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2022/2023 Association year beginning on November 17, 2022; also, nominate an alternate member.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Selection Memo
Nomination Form
Roster 2022-2023

History

Time

Who

Approval

9/29/2022 1:08 PM	County Counsel	Yes
9/26/2022 1:54 PM	Finance	Yes
9/30/2022 1:35 PM	County Administrative Office	Yes



OFFICERS

President

Ed Valenzuela
Siskiyou County

1st Vice President

Chuck Washington
Riverside County

2nd Vice President

Bruce Gibson
San Luis Obispo County

Past President

James Gore
Sonoma County



EXECUTIVE DIRECTOR

Graham Knaus

September 13, 2022

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year term commencing with the first day of the CSAC Annual Conference. The 2022 CSAC Annual Conference will begin on Monday, November 14, 2022. Any member of your Board of Supervisors is eligible for the directorship.

Each year, the new CSAC Board of Directors holds its first official meeting at the Association's annual conference. **Thus, it is important that your county appoints a representative to participate at the first meeting on Thursday, November 17, 2022.** Enclosed is a list of current Board of Directors, along with a form for your county to notify us of your Board's nomination.

Please note that if we do not receive your 2022-2023 nomination, your current Board representative will continue to serve on our Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2022-2023 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Madison Burton at mburton@counties.org or Korina Jones at kjones@counties.org or call (916) 247-0032.

Enclosures

cc: 2021-2022 Board of Directors
Clerks, Board of Supervisors



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2022 – 2023

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2022 – 2023 Association year beginning Monday, November 14, 2022.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

PLEASE RETURN TO:

Madison Burton via email at: mburton@counties.org

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2021-2022

SECTION

U=Urban

S=Suburban

R=Rural

President:

First Vice President:

Second Vice President:

Immediate Past President:

Ed Valenzuela, Siskiyou

Chuck Washington, Riverside

Bruce Gibson, San Luis Obispo

James Gore, Sonoma

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Debra Lucero
R	Calaveras County	Merita Callaway
R	Colusa County	Kent Boes
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	Sue Novasel
U	Fresno County	Buddy Mendes
R	Glenn County	Keith Corum
R	Humboldt County	Virginia Bass
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Bruno Sabatier
R	Lassen County	Chris Gallagher
U	Los Angeles County	Kathryn Barger
R	Madera County	Leticia Gonzalez
S	Marin County	Damon Connolly
R	Mariposa County	Miles Menetrey
R	Mendocino County	John Haschak
S	Merced County	Scott Silveira
R	Modoc County	Ned Coe
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Diane Dillon
R	Nevada County	Heidi Hall

U	Orange County	Lisa Bartlett
S	Placer County	Bonnie Gore
R	Plumas County	Greg Hagwood
U	Riverside County	Chuck Washington
U	Sacramento County	Sue Frost
R	San Benito County	Bea Gonzalez
U	San Bernardino County	Janice Rutherford
U	San Diego County	Nora Vargas
U	San Francisco City & County	Rafael Mandelman
U	San Joaquin County	Chuck Winn
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Tim Garman
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	Lynda Hopkins
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Keith Groves
S	Tulare County	Amy Shuklian
R	Tuolumne County	Ryan Campbell
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Gary Bradford

ADVISORS

Rita Neal, County Counsel, San Luis Obispo



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

Departments: CAO

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Robert C. Lawton, CAO

SUBJECT Resolution Amending the At-Will Employee Salary Matrix

AGENDA DESCRIPTION:

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

A Resolution of the Mono County Board of Supervisors Adopting a Revised Salary Matrix Applicable to At-Will Employee and Elected Department Heads to Reclassify and Change the Title of the Director of Human Resources Position to the Chief People Officer, and Superseding and Replacing R22-98

RECOMMENDED ACTION:

Adopt proposed resolutions. Provide any desired direction to staff.

FISCAL IMPACT:

The proposed change in Range to 21, from 16, increases the salary of the position approximately \$30,000.

CONTACT NAME: John Craig, Assistant CAO

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Allocation List Revision Exhibit A
Allocation List Revision Exhibit A - Redline

History

Time

Who

Approval

9/30/2022 9:31 AM	County Counsel	Yes
9/30/2022 8:53 AM	Finance	Yes
9/30/2022 1:38 PM	County Administrative Office	Yes



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

BOARD OF SUPERVISORS

CHAIR

Bob Gardner / District 3

VICE CHAIR

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. Tim Kendall

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Malinda Huggans

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Chief N. Bryan Bullock

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

To be appointed

PROBATION

Karin Humiston

PUBLIC HEALTH

To be appointed

PUBLIC WORKS

Paul Roten

SOCIAL SERVICES

Kathy Peterson

To: Board of Supervisors
 From: Robert C. Lawton, CAO
 Date: October 4, 2022
 Re: Revising At-Will Salary Matrix for Chief People Officer

Recommended Action

Revise the At-Will Salary Matrix to remove the Director of Human Resources position (At-Will Salary Range 16, \$109,754 to \$133,406) and add the Chief People Officer position (At-Will Salary Range 21, \$140,077 to \$170,264).

Discussion

In order to attract a larger candidate pool from which to select our next director in our Human Resources department, I am recommending changing the title of the position to Chief People Officer, from the current title of Director of Human Resources, and upgrading the salary of the position to Range 21 on the At-Will Salary Matrix, from Range 16.



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING
A REVISED SALARY MATRIX APPLICABLE TO AT-WILL EMPLOYEE AND
ELECTED DEPARTMENT HEADS TO RECLASSIFY AND CHANGE THE TITLE
ONE POSITION, AND SUPERSEDING AND REPLACING R22-98**

WHEREAS, on June 15, 2021, the Board of Supervisors adopted Resolution R21-45 implementing a salary matrix applicable to the County's at-will and elected management level positions based on a management compensation analysis prepared by Ralph Anderson & Associates (the "At-Will Salary Matrix"); and

WHEREAS, since adoption of R21-45, on May 3, 2022, the Board of Supervisors adopted Resolution R22-45, which was subsequently replaced by Resolution R22-98 amending the adopted salary matrix; and

WHEREAS, the County wishes to reclassify the Director of Human Resources position and change the position title to Chief People Officer; and

WHEREAS, the Board now wishes to update the At-Will Salary Matrix to include the reclassification and retitling, to establish salaries therefor;

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

SECTION ONE: The salary matrix attached hereto as Exhibit A and incorporated by this reference is hereby adopted and shall be implemented as to all positions included therein, effective October 4, 2022.

SECTION TWO: This Resolution shall supersede and replace in its entirety Resolution R22-98, which shall be of no further force and effect.

PASSED, APPROVED and ADOPTED this 4th day of October, 2022, by the following vote, to wit:

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AYES:
NOES:
ABSENT:
ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel

EXHIBIT A

**Mono County
Salary Matrix
5% between ranges; 5% between steps**

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
	1	Hourly	\$ 25.38	\$ 26.65	\$ 27.98	\$ 29.38	\$ 30.85
		Bi-weekly	\$ 2,031	\$ 2,132	\$ 2,239	\$ 2,351	\$ 2,468
		Monthly	\$ 4,399	\$ 4,619	\$ 4,850	\$ 5,093	\$ 5,348
		Annual	\$ 52,794	\$ 55,433	\$ 58,205	\$ 61,115	\$ 64,171
HR Specialist	2	Hourly	\$ 26.65	\$ 27.98	\$ 29.38	\$ 30.85	\$ 32.39
		Bi-weekly	\$ 2,132	\$ 2,239	\$ 2,351	\$ 2,468	\$ 2,592
		Monthly	\$ 4,619	\$ 4,850	\$ 5,093	\$ 5,348	\$ 5,615
		Annual	\$ 55,433	\$ 58,205	\$ 61,115	\$ 64,171	\$ 67,379
	3	Hourly	\$ 27.98	\$ 29.38	\$ 30.85	\$ 32.39	\$ 34.01
		Bi-weekly	\$ 2,239	\$ 2,351	\$ 2,468	\$ 2,592	\$ 2,721
		Monthly	\$ 4,850	\$ 5,093	\$ 5,348	\$ 5,615	\$ 5,896
		Annual	\$ 58,205	\$ 61,115	\$ 64,171	\$ 67,379	\$ 70,748
DA Operations and Program Supervisor	4	Hourly	\$ 29.38	\$ 30.85	\$ 32.39	\$ 34.01	\$ 35.71
		Bi-weekly	\$ 2,351	\$ 2,468	\$ 2,592	\$ 2,721	\$ 2,857
		Monthly	\$ 5,093	\$ 5,348	\$ 5,615	\$ 5,896	\$ 6,190
		Annual	\$ 61,115	\$ 64,171	\$ 67,379	\$ 70,748	\$ 74,286
HR Generalist	5	Hourly	\$ 30.85	\$ 32.39	\$ 34.01	\$ 35.71	\$ 37.50
		Bi-weekly	\$ 2,468	\$ 2,592	\$ 2,721	\$ 2,857	\$ 3,000
		Monthly	\$ 5,348	\$ 5,615	\$ 5,896	\$ 6,190	\$ 6,500
		Annual	\$ 64,171	\$ 67,379	\$ 70,748	\$ 74,286	\$ 78,000
Director of Animal Services	6	Hourly	\$ 32.39	\$ 34.01	\$ 35.71	\$ 37.50	\$ 39.38
		Bi-weekly	\$ 2,592	\$ 2,721	\$ 2,857	\$ 3,000	\$ 3,150
		Monthly	\$ 5,615	\$ 5,896	\$ 6,190	\$ 6,500	\$ 6,825
		Annual	\$ 67,379	\$ 70,748	\$ 74,286	\$ 78,000	\$ 81,900
	7	Hourly	\$ 34.01	\$ 35.71	\$ 37.50	\$ 39.38	\$ 41.34
		Bi-weekly	\$ 2,721	\$ 2,857	\$ 3,000	\$ 3,150	\$ 3,308
		Monthly	\$ 5,896	\$ 6,190	\$ 6,500	\$ 6,825	\$ 7,166
		Annual	\$ 70,748	\$ 74,286	\$ 78,000	\$ 81,900	\$ 85,995
	8	Hourly	\$ 35.71	\$ 37.50	\$ 39.38	\$ 41.34	\$ 43.41
		Bi-weekly	\$ 2,857	\$ 3,000	\$ 3,150	\$ 3,308	\$ 3,473
		Monthly	\$ 6,190	\$ 6,500	\$ 6,825	\$ 7,166	\$ 7,525
		Annual	\$ 74,286	\$ 78,000	\$ 81,900	\$ 85,995	\$ 90,295
Assistant to the CAO Public Works Project Manager Solid Waste Superintendent Outdoor Recreation Manager	9	Hourly	\$ 37.50	\$ 39.38	\$ 41.34	\$ 43.41	\$ 45.58
		Bi-weekly	\$ 3,000	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
		Monthly	\$ 6,500	\$ 6,825	\$ 7,166	\$ 7,525	\$ 7,901
		Annual	\$ 78,000	\$ 81,900	\$ 85,995	\$ 90,295	\$ 94,809
Assistant Clerk / Recorder	10	Hourly	\$ 39.38	\$ 41.34	\$ 43.41	\$ 45.58	\$ 47.86
		Bi-weekly	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647	\$ 3,829
		Monthly	\$ 6,825	\$ 7,166	\$ 7,525	\$ 7,901	\$ 8,296
		Annual	\$ 81,900	\$ 85,995	\$ 90,295	\$ 94,809	\$ 99,550
Deputy County Counsel I District Attorney Investigator II Parks and Facilities Superintendent	11	Hourly	\$ 41.34	\$ 43.41	\$ 45.58	\$ 47.86	\$ 50.25
		Bi-weekly	\$ 3,308	\$ 3,473	\$ 3,647	\$ 3,829	\$ 4,020
		Monthly	\$ 7,166	\$ 7,525	\$ 7,901	\$ 8,296	\$ 8,711
		Annual	\$ 85,995	\$ 90,295	\$ 94,809	\$ 99,550	\$ 104,527
Risk Manager Economic Development Manager	12	Hourly	\$ 43.41	\$ 45.58	\$ 47.86	\$ 50.25	\$ 52.77
		Bi-weekly	\$ 3,473	\$ 3,647	\$ 3,829	\$ 4,020	\$ 4,221
		Monthly	\$ 7,525	\$ 7,901	\$ 8,296	\$ 8,711	\$ 9,146
		Annual	\$ 90,295	\$ 94,809	\$ 99,550	\$ 104,527	\$ 109,754
Assistant Assessor Deputy County Counsel II	13	Hourly	\$ 45.58	\$ 47.86	\$ 50.25	\$ 52.77	\$ 55.40
		Bi-weekly	\$ 3,647	\$ 3,829	\$ 4,020	\$ 4,221	\$ 4,432

Mono County
Salary Matrix
5% between ranges; 5% between steps

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Environmental Health Manager		Monthly	\$ 7,901	\$ 8,296	\$ 8,711	\$ 9,146	\$ 9,603
		Annual	\$ 94,809	\$ 99,550	\$ 104,527	\$ 109,754	\$ 115,242
County Clerk / Recorder							
Assistant Director of Finance	14	Hourly	\$ 47.86	\$ 50.25	\$ 52.77	\$ 55.40	\$ 58.18
Housing Coordinator		Bi-weekly	\$ 3,829	\$ 4,020	\$ 4,221	\$ 4,432	\$ 4,654
Roads Operations and Fleet Superintendent		Monthly	\$ 8,296	\$ 8,711	\$ 9,146	\$ 9,603	\$ 10,084
Child and Adult Services Manager		Annual	\$ 99,550	\$ 104,527	\$ 109,754	\$ 115,242	\$ 121,004
Deputy County Counsel III	15	Hourly	\$ 50.25	\$ 52.77	\$ 55.40	\$ 58.18	\$ 61.08
Deputy District Attorney III		Bi-weekly	\$ 4,020	\$ 4,221	\$ 4,432	\$ 4,654	\$ 4,887
District Attorney Chief Investigator		Monthly	\$ 8,711	\$ 9,146	\$ 9,603	\$ 10,084	\$ 10,588
County Engineer		Annual	\$ 104,527	\$ 109,754	\$ 115,242	\$ 121,004	\$ 127,054
County Assessor	16	Hourly	\$ 52.77	\$ 55.40	\$ 58.18	\$ 61.08	\$ 64.14
Director of Economic Development		Bi-weekly	\$ 4,221	\$ 4,432	\$ 4,654	\$ 4,887	\$ 5,131
		Monthly	\$ 9,146	\$ 9,603	\$ 10,084	\$ 10,588	\$ 11,117
		Annual	\$ 109,754	\$ 115,242	\$ 121,004	\$ 127,054	\$ 133,406
Chief of Emergency Medical Services	17	Hourly	\$ 55.40	\$ 58.18	\$ 61.08	\$ 64.14	\$ 67.34
Budget Officer		Bi-weekly	\$ 4,432	\$ 4,654	\$ 4,887	\$ 5,131	\$ 5,388
		Monthly	\$ 9,603	\$ 10,084	\$ 10,588	\$ 11,117	\$ 11,673
		Annual	\$ 115,242	\$ 121,004	\$ 127,054	\$ 133,406	\$ 140,077
Assistant County Counsel	18	Hourly	\$ 58.18	\$ 61.08	\$ 64.14	\$ 67.34	\$ 70.71
Assistant District Attorney		Bi-weekly	\$ 4,654	\$ 4,887	\$ 5,131	\$ 5,388	\$ 5,657
Director of Behavioral Health		Monthly	\$ 10,084	\$ 10,588	\$ 11,117	\$ 11,673	\$ 12,257
Director of Community Development		Annual	\$ 121,004	\$ 127,054	\$ 133,406	\$ 140,077	\$ 147,081
Director of Public Health							
Director of Social Services							
Chief Probation Officer	19	Hourly	\$ 61.08	\$ 64.14	\$ 67.34	\$ 70.71	\$ 74.25
Undersheriff		Bi-weekly	\$ 4,887	\$ 5,131	\$ 5,388	\$ 5,657	\$ 5,940
		Monthly	\$ 10,588	\$ 11,117	\$ 11,673	\$ 12,257	\$ 12,870
		Annual	\$ 127,054	\$ 133,406	\$ 140,077	\$ 147,081	\$ 154,435
Director of Public Works / Road Operations	20	Hourly	\$ 64.14	\$ 67.34	\$ 70.71	\$ 74.25	\$ 77.96
		Bi-weekly	\$ 5,131	\$ 5,388	\$ 5,657	\$ 5,940	\$ 6,237
		Monthly	\$ 11,117	\$ 11,673	\$ 12,257	\$ 12,870	\$ 13,513
		Annual	\$ 133,406	\$ 140,077	\$ 147,081	\$ 154,435	\$ 162,156
Assistant County Administrative Officer	21	Hourly	\$ 67.34	\$ 70.71	\$ 74.25	\$ 77.96	\$ 81.86
Chief People Officer		Bi-weekly	\$ 5,388	\$ 5,657	\$ 5,940	\$ 6,237	\$ 6,549
District Attorney		Monthly	\$ 11,673	\$ 12,257	\$ 12,870	\$ 13,513	\$ 14,189
Director of Finance		Annual	\$ 140,077	\$ 147,081	\$ 154,435	\$ 162,156	\$ 170,264
Director of Information Technology							
Sheriff-Coroner	22	Hourly	\$ 70.71	\$ 74.25	\$ 77.96	\$ 81.86	\$ 85.95
		Bi-weekly	\$ 5,657	\$ 5,940	\$ 6,237	\$ 6,549	\$ 6,876
		Monthly	\$ 12,257	\$ 12,870	\$ 13,513	\$ 14,189	\$ 14,898
		Annual	\$ 147,081	\$ 154,435	\$ 162,156	\$ 170,264	\$ 178,777
	23	Hourly	\$ 74.25	\$ 77.96	\$ 81.86	\$ 85.95	\$ 90.25
		Bi-weekly	\$ 5,940	\$ 6,237	\$ 6,549	\$ 6,876	\$ 7,220
		Monthly	\$ 12,870	\$ 13,513	\$ 14,189	\$ 14,898	\$ 15,643
		Annual	\$ 154,435	\$ 162,156	\$ 170,264	\$ 178,777	\$ 187,716
	24	Hourly	\$ 77.96	\$ 81.86	\$ 85.95	\$ 90.25	\$ 94.76
		Bi-weekly	\$ 6,237	\$ 6,549	\$ 6,876	\$ 7,220	\$ 7,581
		Monthly	\$ 13,513	\$ 14,189	\$ 14,898	\$ 15,643	\$ 16,425
		Annual	\$ 162,156	\$ 170,264	\$ 178,777	\$ 187,716	\$ 197,102
County Administrative Officer	25	Hourly	\$ 81.86	\$ 85.95	\$ 90.25	\$ 94.76	\$ 99.50
County Counsel		Bi-weekly	\$ 6,549	\$ 6,876	\$ 7,220	\$ 7,581	\$ 7,960
		Monthly	\$ 14,189	\$ 14,898	\$ 15,643	\$ 16,425	\$ 17,246
		Annual	\$ 170,264	\$ 178,777	\$ 187,716	\$ 197,102	\$ 206,957

Mono County
Salary Matrix
5% between ranges; 5% between steps

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
	26	Hourly	\$ 85.95	\$ 90.25	\$ 94.76	\$ 99.50	\$ 104.47
		Bi-weekly	\$ 6,876	\$ 7,220	\$ 7,581	\$ 7,960	\$ 8,358
		Monthly	\$ 14,898	\$ 15,643	\$ 16,425	\$ 17,246	\$ 18,109
		Annual	\$ 178,777	\$ 187,716	\$ 197,102	\$ 206,957	\$ 217,305
Public Health Officer	27	Hourly	\$ 90.25	\$ 94.76	\$ 99.50	\$ 104.47	\$ 109.70
		Bi-weekly	\$ 7,220	\$ 7,581	\$ 7,960	\$ 8,358	\$ 8,776
		Monthly	\$ 15,643	\$ 16,425	\$ 17,246	\$ 18,109	\$ 19,014
		Annual	\$ 187,716	\$ 197,102	\$ 206,957	\$ 217,305	\$ 228,170
	28	Hourly	\$ 94.76	\$ 99.50	\$ 104.47	\$ 109.70	\$ 115.18
		Bi-weekly	\$ 7,581	\$ 7,960	\$ 8,358	\$ 8,776	\$ 9,215
		Monthly	\$ 16,425	\$ 17,246	\$ 18,109	\$ 19,014	\$ 19,965
		Annual	\$ 197,102	\$ 206,957	\$ 217,305	\$ 228,170	\$ 239,579
	29	Hourly	\$ 99.50	\$ 104.47	\$ 109.70	\$ 115.18	\$ 120.94
		Bi-weekly	\$ 7,960	\$ 8,358	\$ 8,776	\$ 9,215	\$ 9,675
		Monthly	\$ 17,246	\$ 18,109	\$ 19,014	\$ 19,965	\$ 20,963
		Annual	\$ 206,957	\$ 217,305	\$ 228,170	\$ 239,579	\$ 251,558
	30	Hourly	\$ 104.47	\$ 109.70	\$ 115.18	\$ 120.94	\$ 126.99
		Bi-weekly	\$ 8,358	\$ 8,776	\$ 9,215	\$ 9,675	\$ 10,159
		Monthly	\$ 18,109	\$ 19,014	\$ 19,965	\$ 20,963	\$ 22,011
		Annual	\$ 217,305	\$ 228,170	\$ 239,579	\$ 251,558	\$ 264,136

EXHIBIT A

**Mono County
Salary Matrix
5% between ranges; 5% between steps**

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
	1	Hourly	\$ 25.38	\$ 26.65	\$ 27.98	\$ 29.38	\$ 30.85
		Bi-weekly	\$ 2,031	\$ 2,132	\$ 2,239	\$ 2,351	\$ 2,468
		Monthly	\$ 4,399	\$ 4,619	\$ 4,850	\$ 5,093	\$ 5,348
		Annual	\$ 52,794	\$ 55,433	\$ 58,205	\$ 61,115	\$ 64,171
HR Specialist	2	Hourly	\$ 26.65	\$ 27.98	\$ 29.38	\$ 30.85	\$ 32.39
		Bi-weekly	\$ 2,132	\$ 2,239	\$ 2,351	\$ 2,468	\$ 2,592
		Monthly	\$ 4,619	\$ 4,850	\$ 5,093	\$ 5,348	\$ 5,615
		Annual	\$ 55,433	\$ 58,205	\$ 61,115	\$ 64,171	\$ 67,379
	3	Hourly	\$ 27.98	\$ 29.38	\$ 30.85	\$ 32.39	\$ 34.01
		Bi-weekly	\$ 2,239	\$ 2,351	\$ 2,468	\$ 2,592	\$ 2,721
		Monthly	\$ 4,850	\$ 5,093	\$ 5,348	\$ 5,615	\$ 5,896
		Annual	\$ 58,205	\$ 61,115	\$ 64,171	\$ 67,379	\$ 70,748
DA Operations and Program Supervisor	4	Hourly	\$ 29.38	\$ 30.85	\$ 32.39	\$ 34.01	\$ 35.71
		Bi-weekly	\$ 2,351	\$ 2,468	\$ 2,592	\$ 2,721	\$ 2,857
		Monthly	\$ 5,093	\$ 5,348	\$ 5,615	\$ 5,896	\$ 6,190
		Annual	\$ 61,115	\$ 64,171	\$ 67,379	\$ 70,748	\$ 74,286
HR Generalist	5	Hourly	\$ 30.85	\$ 32.39	\$ 34.01	\$ 35.71	\$ 37.50
		Bi-weekly	\$ 2,468	\$ 2,592	\$ 2,721	\$ 2,857	\$ 3,000
		Monthly	\$ 5,348	\$ 5,615	\$ 5,896	\$ 6,190	\$ 6,500
		Annual	\$ 64,171	\$ 67,379	\$ 70,748	\$ 74,286	\$ 78,000
Director of Animal Services	6	Hourly	\$ 32.39	\$ 34.01	\$ 35.71	\$ 37.50	\$ 39.38
		Bi-weekly	\$ 2,592	\$ 2,721	\$ 2,857	\$ 3,000	\$ 3,150
		Monthly	\$ 5,615	\$ 5,896	\$ 6,190	\$ 6,500	\$ 6,825
		Annual	\$ 67,379	\$ 70,748	\$ 74,286	\$ 78,000	\$ 81,900
	7	Hourly	\$ 34.01	\$ 35.71	\$ 37.50	\$ 39.38	\$ 41.34
		Bi-weekly	\$ 2,721	\$ 2,857	\$ 3,000	\$ 3,150	\$ 3,308
		Monthly	\$ 5,896	\$ 6,190	\$ 6,500	\$ 6,825	\$ 7,166
		Annual	\$ 70,748	\$ 74,286	\$ 78,000	\$ 81,900	\$ 85,995
	8	Hourly	\$ 35.71	\$ 37.50	\$ 39.38	\$ 41.34	\$ 43.41
		Bi-weekly	\$ 2,857	\$ 3,000	\$ 3,150	\$ 3,308	\$ 3,473
		Monthly	\$ 6,190	\$ 6,500	\$ 6,825	\$ 7,166	\$ 7,525
		Annual	\$ 74,286	\$ 78,000	\$ 81,900	\$ 85,995	\$ 90,295
Assistant to the CAO	9	Hourly	\$ 37.50	\$ 39.38	\$ 41.34	\$ 43.41	\$ 45.58
Public Works Project Manager		Bi-weekly	\$ 3,000	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
Solid Waste Superintendent		Monthly	\$ 6,500	\$ 6,825	\$ 7,166	\$ 7,525	\$ 7,901
Outdoor Recreation Manager		Annual	\$ 78,000	\$ 81,900	\$ 85,995	\$ 90,295	\$ 94,809
Assistant Clerk / Recorder	10	Hourly	\$ 39.38	\$ 41.34	\$ 43.41	\$ 45.58	\$ 47.86
		Bi-weekly	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647	\$ 3,829
		Monthly	\$ 6,825	\$ 7,166	\$ 7,525	\$ 7,901	\$ 8,296
		Annual	\$ 81,900	\$ 85,995	\$ 90,295	\$ 94,809	\$ 99,550
Deputy County Counsel I	11	Hourly	\$ 41.34	\$ 43.41	\$ 45.58	\$ 47.86	\$ 50.25
District Attorney Investigator II		Bi-weekly	\$ 3,308	\$ 3,473	\$ 3,647	\$ 3,829	\$ 4,020
Parks and Facilities Superintendent		Monthly	\$ 7,166	\$ 7,525	\$ 7,901	\$ 8,296	\$ 8,711
		Annual	\$ 85,995	\$ 90,295	\$ 94,809	\$ 99,550	\$ 104,527
Risk Manager	12	Hourly	\$ 43.41	\$ 45.58	\$ 47.86	\$ 50.25	\$ 52.77
Economic Development Manager		Bi-weekly	\$ 3,473	\$ 3,647	\$ 3,829	\$ 4,020	\$ 4,221
		Monthly	\$ 7,525	\$ 7,901	\$ 8,296	\$ 8,711	\$ 9,146
		Annual	\$ 90,295	\$ 94,809	\$ 99,550	\$ 104,527	\$ 109,754
Assistant Assessor	13	Hourly	\$ 45.58	\$ 47.86	\$ 50.25	\$ 52.77	\$ 55.40
Deputy County Counsel II		Bi-weekly	\$ 3,647	\$ 3,829	\$ 4,020	\$ 4,221	\$ 4,432

Mono County
Salary Matrix
5% between ranges; 5% between steps

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Environmental Health Manager		Monthly	\$ 7,901	\$ 8,296	\$ 8,711	\$ 9,146	\$ 9,603
		Annual	\$ 94,809	\$ 99,550	\$ 104,527	\$ 109,754	\$ 115,242
County Clerk / Recorder							
Assistant Director of Finance	14	Hourly	\$ 47.86	\$ 50.25	\$ 52.77	\$ 55.40	\$ 58.18
Housing Coordinator		Bi-weekly	\$ 3,829	\$ 4,020	\$ 4,221	\$ 4,432	\$ 4,654
Roads Operations and Fleet Superintendent		Monthly	\$ 8,296	\$ 8,711	\$ 9,146	\$ 9,603	\$ 10,084
Child and Adult Services Manager		Annual	\$ 99,550	\$ 104,527	\$ 109,754	\$ 115,242	\$ 121,004
Deputy County Counsel III	15	Hourly	\$ 50.25	\$ 52.77	\$ 55.40	\$ 58.18	\$ 61.08
Deputy District Attorney III		Bi-weekly	\$ 4,020	\$ 4,221	\$ 4,432	\$ 4,654	\$ 4,887
District Attorney Chief Investigator		Monthly	\$ 8,711	\$ 9,146	\$ 9,603	\$ 10,084	\$ 10,588
County Engineer		Annual	\$ 104,527	\$ 109,754	\$ 115,242	\$ 121,004	\$ 127,054
County Assessor	16	Hourly	\$ 52.77	\$ 55.40	\$ 58.18	\$ 61.08	\$ 64.14
Director of Economic Development		Bi-weekly	\$ 4,221	\$ 4,432	\$ 4,654	\$ 4,887	\$ 5,131
Director of Human Resources		Monthly	\$ 9,146	\$ 9,603	\$ 10,084	\$ 10,588	\$ 11,117
		Annual	\$ 109,754	\$ 115,242	\$ 121,004	\$ 127,054	\$ 133,406
Chief of Emergency Medical Services	17	Hourly	\$ 55.40	\$ 58.18	\$ 61.08	\$ 64.14	\$ 67.34
Budget Officer		Bi-weekly	\$ 4,432	\$ 4,654	\$ 4,887	\$ 5,131	\$ 5,388
		Monthly	\$ 9,603	\$ 10,084	\$ 10,588	\$ 11,117	\$ 11,673
		Annual	\$ 115,242	\$ 121,004	\$ 127,054	\$ 133,406	\$ 140,077
Assistant County Counsel	18	Hourly	\$ 58.18	\$ 61.08	\$ 64.14	\$ 67.34	\$ 70.71
Assistant District Attorney		Bi-weekly	\$ 4,654	\$ 4,887	\$ 5,131	\$ 5,388	\$ 5,657
Director of Behavioral Health		Monthly	\$ 10,084	\$ 10,588	\$ 11,117	\$ 11,673	\$ 12,257
Director of Community Development		Annual	\$ 121,004	\$ 127,054	\$ 133,406	\$ 140,077	\$ 147,081
Director of Public Health							
Director of Social Services							
Chief Probation Officer	19	Hourly	\$ 61.08	\$ 64.14	\$ 67.34	\$ 70.71	\$ 74.25
Undersheriff		Bi-weekly	\$ 4,887	\$ 5,131	\$ 5,388	\$ 5,657	\$ 5,940
		Monthly	\$ 10,588	\$ 11,117	\$ 11,673	\$ 12,257	\$ 12,870
		Annual	\$ 127,054	\$ 133,406	\$ 140,077	\$ 147,081	\$ 154,435
Director of Public Works / Road Operations	20	Hourly	\$ 64.14	\$ 67.34	\$ 70.71	\$ 74.25	\$ 77.96
		Bi-weekly	\$ 5,131	\$ 5,388	\$ 5,657	\$ 5,940	\$ 6,237
		Monthly	\$ 11,117	\$ 11,673	\$ 12,257	\$ 12,870	\$ 13,513
		Annual	\$ 133,406	\$ 140,077	\$ 147,081	\$ 154,435	\$ 162,156
Assistant County Administrative Officer	21	Hourly	\$ 67.34	\$ 70.71	\$ 74.25	\$ 77.96	\$ 81.86
Chief People Officer		Bi-weekly	\$ 5,388	\$ 5,657	\$ 5,940	\$ 6,237	\$ 6,549
District Attorney		Monthly	\$ 11,673	\$ 12,257	\$ 12,870	\$ 13,513	\$ 14,189
Director of Finance		Annual	\$ 140,077	\$ 147,081	\$ 154,435	\$ 162,156	\$ 170,264
Director of Information Technology							
Sheriff-Coroner	22	Hourly	\$ 70.71	\$ 74.25	\$ 77.96	\$ 81.86	\$ 85.95
		Bi-weekly	\$ 5,657	\$ 5,940	\$ 6,237	\$ 6,549	\$ 6,876
		Monthly	\$ 12,257	\$ 12,870	\$ 13,513	\$ 14,189	\$ 14,898
		Annual	\$ 147,081	\$ 154,435	\$ 162,156	\$ 170,264	\$ 178,777
	23	Hourly	\$ 74.25	\$ 77.96	\$ 81.86	\$ 85.95	\$ 90.25
		Bi-weekly	\$ 5,940	\$ 6,237	\$ 6,549	\$ 6,876	\$ 7,220
		Monthly	\$ 12,870	\$ 13,513	\$ 14,189	\$ 14,898	\$ 15,643
		Annual	\$ 154,435	\$ 162,156	\$ 170,264	\$ 178,777	\$ 187,716
	24	Hourly	\$ 77.96	\$ 81.86	\$ 85.95	\$ 90.25	\$ 94.76
		Bi-weekly	\$ 6,237	\$ 6,549	\$ 6,876	\$ 7,220	\$ 7,581
		Monthly	\$ 13,513	\$ 14,189	\$ 14,898	\$ 15,643	\$ 16,425
		Annual	\$ 162,156	\$ 170,264	\$ 178,777	\$ 187,716	\$ 197,102
County Administrative Officer	25	Hourly	\$ 81.86	\$ 85.95	\$ 90.25	\$ 94.76	\$ 99.50
County Counsel		Bi-weekly	\$ 6,549	\$ 6,876	\$ 7,220	\$ 7,581	\$ 7,960
		Monthly	\$ 14,189	\$ 14,898	\$ 15,643	\$ 16,425	\$ 17,246
		Annual	\$ 170,264	\$ 178,777	\$ 187,716	\$ 197,102	\$ 206,957

Mono County
Salary Matrix
5% between ranges; 5% between steps

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
	26	Hourly	\$ 85.95	\$ 90.25	\$ 94.76	\$ 99.50	\$ 104.47
		Bi-weekly	\$ 6,876	\$ 7,220	\$ 7,581	\$ 7,960	\$ 8,358
		Monthly	\$ 14,898	\$ 15,643	\$ 16,425	\$ 17,246	\$ 18,109
		Annual	\$ 178,777	\$ 187,716	\$ 197,102	\$ 206,957	\$ 217,305
Public Health Officer	27	Hourly	\$ 90.25	\$ 94.76	\$ 99.50	\$ 104.47	\$ 109.70
		Bi-weekly	\$ 7,220	\$ 7,581	\$ 7,960	\$ 8,358	\$ 8,776
		Monthly	\$ 15,643	\$ 16,425	\$ 17,246	\$ 18,109	\$ 19,014
		Annual	\$ 187,716	\$ 197,102	\$ 206,957	\$ 217,305	\$ 228,170
	28	Hourly	\$ 94.76	\$ 99.50	\$ 104.47	\$ 109.70	\$ 115.18
		Bi-weekly	\$ 7,581	\$ 7,960	\$ 8,358	\$ 8,776	\$ 9,215
		Monthly	\$ 16,425	\$ 17,246	\$ 18,109	\$ 19,014	\$ 19,965
		Annual	\$ 197,102	\$ 206,957	\$ 217,305	\$ 228,170	\$ 239,579
	29	Hourly	\$ 99.50	\$ 104.47	\$ 109.70	\$ 115.18	\$ 120.94
		Bi-weekly	\$ 7,960	\$ 8,358	\$ 8,776	\$ 9,215	\$ 9,675
		Monthly	\$ 17,246	\$ 18,109	\$ 19,014	\$ 19,965	\$ 20,963
		Annual	\$ 206,957	\$ 217,305	\$ 228,170	\$ 239,579	\$ 251,558
	30	Hourly	\$ 104.47	\$ 109.70	\$ 115.18	\$ 120.94	\$ 126.99
		Bi-weekly	\$ 8,358	\$ 8,776	\$ 9,215	\$ 9,675	\$ 10,159
		Monthly	\$ 18,109	\$ 19,014	\$ 19,965	\$ 20,963	\$ 22,011
		Annual	\$ 217,305	\$ 228,170	\$ 239,579	\$ 251,558	\$ 264,136



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 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>
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History

Time	Who	Approval
9/29/2022 9:52 AM	County Counsel	Yes
9/26/2022 1:54 PM	Finance	Yes
9/30/2022 1:36 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE October 4, 2022

TIME REQUIRED

SUBJECT Closed Session - Public Employee
 Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
9/29/2022 9:28 AM	County Counsel	Yes
9/26/2022 1:54 PM	Finance	Yes
9/30/2022 1:36 PM	County Administrative Office	Yes