



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

Teleconference Only - No Physical Location

Regular Meeting November 17, 2020

TELECONFERENCE INFORMATION

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. This altered format is in observance of recommendations by local officials that precautions be taken, including social distancing, to address the threat of COVID-19.

Important Notice to the Public Regarding COVID-19

Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

1. Joining via Zoom

There is no physical location of the meeting open to the public. You may participate in 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/94912271179>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 949 1227 1179.

To provide public comment (at appropriate times) during the meeting, press the "**Raise Hand**" button on your screen.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Webinar ID 949 1227 1179.

To provide public comment (at appropriate times) during the meeting, press ***9** to raise your hand.

2. Viewing the Live Stream

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=759e238f-a489-40a3-ac0e-a4e4ae90735d

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. 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).

ON THE WEB: You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

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. Termination of Local Emergency for Severe WildFire

Departments: Sheriff

Review of need for continuation of local emergency declared by Mono County Sheriff Braun on September 18, 2020, and ratified by Resolution R20-89 of the Mono County Board of Supervisors on September 22, 2020, related to severe wildfire threatening portions of Mono County.

Recommended Action: Determine that the conditions warranting declaration of a state of local emergency due to severe wildfire threat no longer exist and terminate the local emergency.

Fiscal Impact: None.

B. Contract Award - Airport Road Rehabilitation Project

Departments: Public Works

Public Works Contract with Qualcon Contractors, Inc. for the Construction of the Airport Road Rehabilitation Project, Federal Project No. RPSTPL-5947(059).

Recommended Action:

(1) Identify Qualcon Contractors, Inc. as the responsible bidder, submitting the

lowest responsive bid in response to the Invitation for Bids for the Airport Road Rehabilitation Project (“Project”);

(2) Approve and authorize the Public Works Director to execute a contract with Qualcon Contractors, Inc. for the Project in an amount not to exceed \$1,193,835.00;

(3) Authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code section 20142 in an amount not to exceed \$72,191.75 per change order, provided such amendments and change orders (i) do not substantially alter the scope of work, (ii) do not cause spending on the project to exceed the budgeted authority, and (iii) are approved as to form and legality by County Counsel.

Fiscal Impact: \$1,400,000 is programmed for the Project in the State Transportation Improvement Program (STIP) and \$103,817 in Highway Improvement Program (HIP) funds. In addition to the federal funds, \$181,954 in SB1 / RMRA funds were allotted to this project. Due to the low bid received, the HIP funds and SB1 / RMRA funds will be de-obligated from funding the Project. Federal reimbursement of 88.53 percent will be funded with STIP federal funds only, and the 11.47 percent local match will be funded with Caltrans Toll Credits.

C. Children's Medical Services 2020-2021 Plan

Departments: Public Health

Mono County Children’s Medical Services (CMS) Plan for fiscal year 2020 – 2021.

Recommended Action: Approve the Mono County Children’s Medical Services (CMS) Plan for fiscal year 2020 – 2021 and authorize the Chair to sign two copies of the California Children’s Services Certification Statement and two copies of the Child Health and Disability Prevention Program Certification Statement.

Fiscal Impact: There is no impact to the Mono County General Fund. These programs are funded with a mix of Federal Title XIX (Medicaid), Federal Title XXI funds, State General Fund, and Realignment dollars totaling \$276,985.

D. Resolution Authorizing the Mono County Community Corrections Partnership (CCP) Executive Committee’s Submission of the Realignment Implementation Plan

Departments: Probation

Proposed resolution approving the Mono County Community Corrections Partnership Realignment Report and Implementation Plan for submission to the Board of State and Community Corrections.

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

Fiscal Impact: Counties are eligible to receive funding if they submit an updated Community Corrections Partnership plan and a report to the Board of State and Community Corrections by December 15, 2020.

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. Federal Energy Regulatory Commission (FERC) Letter re: Poole Powerhouse Penstock Repair

A letter from Frank L. Blackett, P.E., Federal Energy Regulatory Commission Regional Engineer, to James A. Buerkle, Southern California Edison Company Director of Generation, in response to a letter from Wayne Allen responding to comments on the Poole Penstock Proposed Repair Plan, which is part of the Lee Vining Creek Project, FERC No. 1388.

B. Southern California Edison (SCE) Notice of Filing re: Application to Establish Marginal Costs, Allocate Revenues, and Design Rates

On October 23, 2020, Southern California Edison Company (SCE) filed its Application to Establish Marginal Costs, Allocate Revenues, and Design Rates with the California Public Utilities Commission (CPUC). The CPUC has assigned Docket Number A.20-10-012.

7. REGULAR AGENDA - MORNING

A. Behavioral Health Department Update on Permanent Supportive Housing Project and Termination of Predevelopment Loan Agreement

Departments: Behavioral Health

40 minutes (20 minute presentation, 20 minute discussion)

(Amanda Greenberg, Robin Roberts) - Staff Presentation by Mono County Behavioral Health Department on Permanent Supportive Housing Project and Approval of Agreement Terminating Predevelopment Loan Agreement with Integrity Housing.

Recommended Action:

- (1) Receive staff presentation on Mono County Behavioral Health Department ("MCBH") Permanent Supportive Housing Project, including possible participation of County in Phase 1 of the Town of Mammoth Lakes' Parcel Project ("Project");
- (2) Approve and authorize the County Administrative Officer to execute agreement with Affordable Housing Alliance II, Inc., dba Integrity Housing, terminating Predevelopment Loan Agreement;
- (3) Direct MCBH staff and consultants to prepare an agreement with Pacific West Communities, Inc. for the construction of the Project as part of the Town of Mammoth Lakes' Parcel Project;

- (4) Adopt resolutions authorizing the County's participation in the No Place Like Home Program [Non-Competitive] and No Place Like Home Program [Competitive]; and
- (5) Provide any desired direction to staff.

Fiscal Impact: None at this time. Terminating the Predevelopment Loan Agreement with Integrity Housing will unencumber \$330,021 for potential future commitment pursuant to an agreement with Pacific West Communities, Inc; and the No Place Like Home resolutions will allow MCBH (in conjunction with developer) to apply for \$500,000 in non-competitive funds and up to \$2,000,000 in competitive funds.

B. Workshop: Chapter 16 Accessory Dwelling Units

Departments: Community Development

30 minutes

(Bentley Regehr, Planning Analyst) - Presentation by Bentley Regehr regarding updates to General Plan Chapter 16: Accessory Dwelling Units to comply with state law and consider short-term rental policy implications and maximum height restrictions.

Recommended Action: Provide any desired direction to staff.

Fiscal Impact: None.

C. Mono County Revolving Loan Fund Presentation and Update

Departments: Finance

15 minutes

(Janet Dutcher, Megan Mahaffey, Patricia Robertson) - Staff Presentation and Update on Mono County (Affordable Housing) Revolving Loan Fund.

Recommended Action:

- (1) Receive presentation and update from Finance Department and Mammoth Lakes Housing (MLH) staff on use of Mono County (Affordable Housing) Revolving Loan Fund (RLF) as required by Resolution Nos. 15-81 and 17-86;
- (2) Discuss MLH's use of RLF funds to purchase affordable/deed-restricted housing and compliance with RLF program requirements; and
- (3) Provide any desired direction to staff.

Fiscal Impact: None.

D. Microsoft Enterprise Agreement Renewal

Departments: Information Technology

10 minutes

(Nate Greenberg, IT Director) - Renewal of Microsoft Enterprise Agreement under which the County purchases a variety of software products including Office 365. Blank versions of the enrollment agreement and signature form are

provided in your packet, but completed versions of those two forms (i.e., with number of licenses and total cost) will be provided prior to or at your meeting for approval.

Recommended Action: Approve County entry into Microsoft Enterprise Agreement and authorize the County Administrative Officer to sign the agreement on behalf of the County.

Fiscal Impact: The initial purchase price of Office 365 licenses under this new Enterprise Agreement is approximately \$82,851.41 which is within the existing Information Technology budget.

E. Appointment of 2021 Rural County Representatives of California (RCRC) Delegate and Alternates

Departments: Board of Supervisors

5 minutes

Each year the Mono County Board of Supervisors appoints a Delegate and two alternates to serve on the RCRC board. The Delegate and first alternate (for RCRC and Golden State Finance Authority Boards) are Mono County Supervisors; the second alternate (who serves on the RCRC Environmental Services Joint Powers Authority) is typically the Solid Waste Superintendent. RCRC has requested confirmation of delegates/alternates for the 2021 calendar year.

Recommended Action: Appoint Supervisor Stacy Corless as the 2021 RCRC delegate; appoint Supervisor John Peters as the first alternate; appoint Justin Nalder as the second alternate (to the RCRC ESJPA board in his capacity as Solid Waste Superintendent). These appointments will expire in December 2021.

Fiscal Impact: None.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

9. CLOSED SESSION

A. Closed Session - Public Employee Evaluation

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

B. Closed Session - Initiation of Litigation

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

10. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 17, 2020

Departments: Sheriff

TIME REQUIRED

SUBJECT Termination of Local Emergency for
Severe WildFire

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Review of need for continuation of local emergency declared by Mono County Sheriff Braun on September 18, 2020, and ratified by Resolution R20-89 of the Mono County Board of Supervisors on September 22, 2020, related to severe wildfire threatening portions of Mono County.

RECOMMENDED ACTION:

Determine that the conditions warranting declaration of a state of local emergency due to severe wildfire threat no longer exist and terminate the local emergency.

FISCAL IMPACT:

None.

CONTACT NAME: Sheriff Braun

PHONE/EMAIL: 760-932-7549 / ibraun@monosheriff.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 11/10/2020 5:39 PM | County Administrative Office | Yes |
| 11/11/2020 8:18 AM | County Counsel | Yes |

11/12/2020 11:45 AM

Finance

Yes

MONO COUNTY
SHERIFF

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: November 17, 2020
TO: The Honorable Board of Supervisors

Phillip West
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Termination of Local Emergency

BACKGROUND:

On September 18, 2020, Sheriff Ingrid Braun, acting in her role as Director of Emergency Services, declared an emergency due to the Creek Fire which began on September 4, 2020. The Mono County Board of Supervisors ratified the Disaster Proclamation on September 22, 2020.

DISCUSSION:

Although the Creek Fire continues to smolder in the bordering counties of Madera and Fresno, recent significant snow and rain have reduced the fire's strength and capability to spread. The Creek Fire no longer poses a substantial threat to Mono County.

RECOMMENDATION:

Per Government Code 8630(d): "The governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant." Therefore, I request that the Board of Supervisors terminate the Local Emergency.

FINANCIAL IMPACT:

The fiscal impact, if any, is not yet known.

A handwritten signature in black ink, appearing to read "IB", written over a horizontal line.

Ingrid Braun
Sheriff-Coroner



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 17, 2020

Departments: Public Works

TIME REQUIRED

SUBJECT Contract Award - Airport Road
Rehabilitation Project

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Public Works Contract with Qualcon Contractors, Inc. for the Construction of the Airport Road Rehabilitation Project, Federal Project No. RPSTPL-5947(059).

RECOMMENDED ACTION:

- (1) Identify Qualcon Contractors, Inc. as the responsible bidder, submitting the lowest responsive bid in response to the Invitation for Bids for the Airport Road Rehabilitation Project ("Project");
- (2) Approve and authorize the Public Works Director to execute a contract with Qualcon Contractors, Inc. for the Project in an amount not to exceed \$1,193,835.00;
- (3) Authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code section 20142 in an amount not to exceed \$72,191.75 per change order, provided such amendments and change orders (i) do not substantially alter the scope of work, (ii) do not cause spending on the project to exceed the budgeted authority, and (iii) are approved as to form and legality by County Counsel.

FISCAL IMPACT:

\$1,400,000 is programmed for the Project in the State Transportation Improvement Program (STIP) and \$103,817 in Highway Improvement Program (HIP) funds. In addition to the federal funds, \$181,954 in SB1 / RMRA funds were allotted to this project. Due to the low bid received, the HIP funds and SB1 / RMRA funds will be de-obligated from funding the Project. Federal reimbursement of 88.53 percent will be funded with STIP federal funds only, and the 11.47 percent local match will be funded with Caltrans Toll Credits.

CONTACT NAME: Chad Senior

PHONE/EMAIL: 760-924-1812 / csenior@mono.ca.gov

SEND COPIES TO:

Chad Senior

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| Click to download |
| 📄 Airport Rd Project Staff Report |
| 📄 Exhibit 1 - Bid Tabulation |
| 📄 Exhibit 2 - Qualcon Agreement for Airport Road Rehabilitation Project |

History

| Time | Who | Approval |
|---------------------|------------------------------|-----------------|
| 11/10/2020 5:41 PM | County Administrative Office | Yes |
| 11/11/2020 11:51 AM | County Counsel | Yes |
| 11/12/2020 12:05 PM | Finance | Yes |



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: November 17, 2020

To: Honorable Chair and Members of the Board of Supervisors

From: Chad Senior, Associate Engineer

Re: Airport Road Rehabilitation Project RPSTPL-5947(059) - Contract Award

Recommended Action:

(1) Identify Qualcon Contractors, Inc. as the responsible bidder, submitting the lowest responsive bid in response to the Invitation for Bids for the Airport Road Rehabilitation Project ("Project"); (2) approve and authorize the Public Works Director to execute a contract with Qualcon Contractors, Inc. for the Project in an amount not to exceed \$1,193,835.00; and (3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$72,191.75 per change order, provided such amendments and change orders (i) do not substantially alter the scope of work, (ii) do not cause spending on the project to exceed the budgeted authority, and (iii) are approved as to form and legality by County Counsel.

Fiscal Impact:

\$1,400,000 is programmed for construction of the Project in the State Transportation Improvement Program (STIP) and \$103,817 in Highway Improvement Program (HIP) funds. In addition to the federal funds, \$181,954 in SB1 / RMRA funds were allotted to the Project. Due to the low bid received, the HIP funds and SB1 / RMRA funds will be de-obligated from funding for the Project. Federal reimbursement of 88.53 percent will be funded with STIP federal funds only, and the 11.47 percent local match will be funded with Caltrans Toll Credits.

Strategic Plan Focus Area: Improve Public Safety – Infrastructure & Roads

Background:

The Project was previously approved in the latest 5-year Road Capital Improvement Program. The Project will rehabilitate failing asphalt pavement on Airport Road and a portion of Hot Creek Hatchery Road, between the intersection of Highway 395 and Airport Road. These roadways provide direct access to the Mammoth-Yosemite Airport. The existing asphalt concrete will be recycled in-place for reuse by implementing full-depth reclamation (FDR). This road rehabilitation treatment provides environmental sustainability by reducing the use of natural resources and minimizing fuel consumption, greenhouse gas emissions, and waste disposal. Existing roadways will be widened to provide paved bike lanes. Additionally, roadway drainage, road signs, and traffic paint striping will be rehabilitated as part of the Project.

The Project was approved by the California Transportation Commission (CTC) at its August 12, 2020 meeting. On September 10, 2020, the Public Works Department received from the federal government authorization to proceed to bid the Project and proceed with construction. The project manual, including the project plans, were approved at the Board meeting on September 15, 2020. Four bids were received for the Project prior to the October 14, 2020 bid submission deadline. See the Bid Tabulation attached as Exhibit 1

Staff recommends that the Board of Supervisors approve and award the contract to Qualcon Contractors, Inc., which submitted the lowest, responsive bid meeting the required federal regulations. The contract is attached as Exhibit 2 for your reference.

Please contact Chad Senior at 760.924.1812 or by email at csenior@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Chad Senior,
Associate Engineer

Attachments: Exhibit 1 - Bid Tabulation
Exhibit 2 - Contract with Qualcon Contractors, Inc.

EXHIBIT 1

County of Mono, Department of Public Works
BID TABULATION
 Airport Road Rehabilitation Project
 Project No. RPSTPL-5947(059)

| Miscellaneous | | | Bid Items 1-4 | |
|------------------------------|----------------|---|---------------|-------|
| Item No. | Spec Reference | Item | Quantity | Units |
| 1 | 8 | Mobilization | 1 | LS |
| 2 | 13 | Water Pollution Control, SWPPP Prep/Monitoring | 1 | LS |
| 3 | 12 | Traffic Control, including Traffic Control Plan | 35 | Days |
| 4 | 14 | Contractor-Supplied Biologist | 125 | Hour |
| Total Bid Items 1 - 4 | | | | |

| Engineer's Cost Estimate | |
|--------------------------|----------------------|
| Price per Unit | Item Price |
| \$ 89,000.00 | \$ 89,000.00 |
| \$ 27,000.00 | \$ 27,000.00 |
| \$ 1,800.00 | \$ 63,000.00 |
| \$ 150.00 | \$ 18,750.00 |
| | \$ 197,750.00 |

| Qualcon Contractors | |
|---------------------|----------------------|
| Price per Unit | Item Price |
| \$ 85,000.00 | \$ 85,000.00 |
| \$ 15,000.00 | \$ 15,000.00 |
| \$ 1,000.00 | \$ 35,000.00 |
| \$ 100.00 | \$ 12,500.00 |
| | \$ 147,500.00 |

| Herback General Engineering | |
|-----------------------------|----------------------|
| Price per Unit | Item Price |
| \$ 160,000.00 | \$ 160,000.00 |
| \$ 10,500.00 | \$ 10,500.00 |
| \$ 2,802.00 | \$ 98,070.00 |
| \$ 122.00 | \$ 15,250.00 |
| | \$ 283,820.00 |

| Speiss Construction Co | |
|------------------------|----------------------|
| Price per Unit | Item Price |
| \$ 10,000.00 | \$ 10,000.00 |
| \$ 6,500.00 | \$ 6,500.00 |
| \$ 2,500.00 | \$ 87,500.00 |
| \$ 70.00 | \$ 8,750.00 |
| | \$ 112,750.00 |

| Granite Construction Co | |
|-------------------------|----------------------|
| Price per Unit | Item Price |
| \$ 140,000.00 | \$ 140,000.00 |
| \$ 7,500.00 | \$ 7,500.00 |
| \$ 2,500.00 | \$ 87,500.00 |
| \$ 65.00 | \$ 8,125.00 |
| | \$ 243,125.00 |

| Hot Creek Hatchery Road Sta 1+62.55 to Sta 16+60.67 | | | Bid Items | |
|---|----------------|--|-----------|-------|
| Item No. | Spec Reference | Item | Quantity | Units |
| 5 | 19 | Roadway Excavation / Embankment (8' Road Widening) | 341 | CY |
| 6 | 22, 30 | Grind / Pulverize Exist Roadbed, Finish Roadway | 4064 | SY |
| 7 | 39 | 3" Hot Mix Asphalt (32-Wide Road) | 849 | Ton |
| 8 | 19 | Shoulder Backing (AC Grindings or Import) | 2809 | LF |
| 9 | 84 | Centerline (Paint) | 1665 | LF |
| 10 | 84 | 6" Bike Lane Line (Paint) | 2864 | LF |
| 11 | 84 | *STOP AHEAD* Marking (Paint) | 1 | LF |
| 12 | 84 | Bike Lane Symbol Without Person Marking (Paint) | 2 | EA |
| 13 | 84 | Bike Lane Arrow Marking (Paint) | 2 | EA |
| 14 | 82 | Stop Ahead Sign 30" x 30" (W3-1) | 1 | EA |
| 15 | 82 | Bike Lane Sign 18" x 24" (R81) | 2 | EA |
| 16 | 82 | Bike Lane, Ends Sign (R3-17, R3-170P) | 1 | EA |
| 17 | 82 | Airport / Hot Creek Directional Sign - Double Post | 1 | EA |
| 18 | 82 | End of Roadway Warning Sign (OM4-2) | 1 | EA |
| Total Bid Items 5 - 18 | | | | |

| Engineer's Cost Estimate | |
|--------------------------|----------------------|
| Price per Unit | Item Price |
| \$ 24.00 | \$ 8,184.00 |
| \$ 8.00 | \$ 32,512.00 |
| \$ 180.00 | \$ 152,820.00 |
| \$ 1.50 | \$ 4,213.50 |
| \$ 1.00 | \$ 1,665.00 |
| \$ 1.00 | \$ 2,864.00 |
| \$ 600.00 | \$ 600.00 |
| \$ 400.00 | \$ 800.00 |
| \$ 300.00 | \$ 600.00 |
| \$ 650.00 | \$ 650.00 |
| \$ 650.00 | \$ 1,300.00 |
| \$ 650.00 | \$ 650.00 |
| \$ 750.00 | \$ 750.00 |
| \$ 650.00 | \$ 650.00 |
| | \$ 208,258.50 |

| Qualcon Contractors | |
|---------------------|----------------------|
| Price per Unit | Item Price |
| \$ 75.00 | \$ 25,575.00 |
| \$ 5.00 | \$ 21,742.40 |
| \$ 138.00 | \$ 117,162.00 |
| \$ 1.50 | \$ 4,213.50 |
| \$ 0.50 | \$ 832.50 |
| \$ 0.50 | \$ 1,432.00 |
| \$ 250.00 | \$ 250.00 |
| \$ 200.00 | \$ 400.00 |
| \$ 200.00 | \$ 400.00 |
| \$ 500.00 | \$ 500.00 |
| \$ 500.00 | \$ 1,000.00 |
| \$ 500.00 | \$ 500.00 |
| \$ 1,200.00 | \$ 1,200.00 |
| \$ 500.00 | \$ 500.00 |
| | \$ 174,285.00 |

| Herback General Engineering | |
|-----------------------------|----------------------|
| Price per Unit | Item Price |
| \$ 47.00 | \$ 16,027.00 |
| \$ 5.35 | \$ 21,742.40 |
| \$ 150.00 | \$ 127,350.00 |
| \$ 2.00 | \$ 5,618.00 |
| \$ 0.46 | \$ 765.90 |
| \$ 0.46 | \$ 1,317.44 |
| \$ 127.00 | \$ 127.00 |
| \$ 29.00 | \$ 58.00 |
| \$ 24.00 | \$ 48.00 |
| \$ 290.00 | \$ 290.00 |
| \$ 290.00 | \$ 580.00 |
| \$ 350.00 | \$ 350.00 |
| \$ 290.00 | \$ 290.00 |
| \$ 175.00 | \$ 175.00 |
| | \$ 174,338.74 |

| Speiss Construction Co | |
|------------------------|----------------------|
| Price per Unit | Item Price |
| \$ 85.00 | \$ 28,985.00 |
| \$ 5.30 | \$ 21,539.20 |
| \$ 210.00 | \$ 178,290.00 |
| \$ 3.00 | \$ 8,427.00 |
| \$ 0.50 | \$ 832.50 |
| \$ 0.50 | \$ 1,432.00 |
| \$ 115.00 | \$ 115.00 |
| \$ 27.00 | \$ 54.00 |
| \$ 22.00 | \$ 44.00 |
| \$ 270.00 | \$ 270.00 |
| \$ 270.00 | \$ 540.00 |
| \$ 320.00 | \$ 320.00 |
| \$ 650.00 | \$ 650.00 |
| \$ 270.00 | \$ 270.00 |
| | \$ 241,768.70 |

| Granite Construction Co | |
|-------------------------|----------------------|
| Price per Unit | Item Price |
| \$ 100.00 | \$ 34,100.00 |
| \$ 5.00 | \$ 20,320.00 |
| \$ 180.00 | \$ 152,820.00 |
| \$ 1.00 | \$ 2,809.00 |
| \$ 0.40 | \$ 666.00 |
| \$ 0.40 | \$ 1,145.60 |
| \$ 110.00 | \$ 110.00 |
| \$ 25.00 | \$ 50.00 |
| \$ 20.00 | \$ 40.00 |
| \$ 250.00 | \$ 250.00 |
| \$ 250.00 | \$ 500.00 |
| \$ 300.40 | \$ 300.40 |
| \$ 600.00 | \$ 600.00 |
| \$ 250.00 | \$ 250.00 |
| | \$ 213,961.00 |

| Airport Road Sta 0+32.80 to Sta 69+04.03 | | | Bid Items | |
|--|----------------|--|-----------|-------|
| Item No. | Spec Reference | Item | Quantity | Units |
| 19 | 19 | Road Excavation / Embankment (8' Road Widening) | 1080 | CY |
| 20 | 22, 30 | Grind / Pulverize Exist Roadbed, Finish Roadway | 19842 | SY |
| 21 | 39 | 3" Hot Mix Asphalt (32-Wide Road) | 3978 | Ton |
| 22 | 19 | Shoulder Backing (AC Grindings or Import) | 13689 | LF |
| 23 | 84 | Centerline (Paint) | 6848 | LF |
| 24 | 84 | 6" Bike Lane (Paint) | 13417 | LF |
| 25 | 84 | *STOP AHEAD* Marking (Paint) | 1 | LF |
| 26 | 84 | Bike Lane Symbol Without Person Marking (Paint) | 3 | EA |
| 27 | 84 | Bike Lane Arrow Marking (Paint) | 3 | EA |
| 28 | 84 | *STOP* Marking (Paint) | 1 | EA |
| 29 | 84 | Stop bar / Limit Line (Paint) | 1 | EA |
| 30 | NA | Transverse Rumble Strips (Ground-In) | 1 | LS |
| 31 | 82 | Steel Sign Post - Renee Stop Sign, add "Airport Road" Sign | 1 | EA |
| 32 | 82 | Stop Ahead Sign 30" x 30" (W3-1) | 1 | EA |
| 33 | 82 | Deer Crossing Sign 30" x 30" (W11-3) | 2 | EA |
| 34 | 82 | Bike Lane Sign 18" x 24" (R81) | 3 | EA |
| 35 | 82 | End of Roadway Warning Sign (OM4-2) | 1 | EA |
| 36 | 75 | Cattle Guard (8' x 32') | 1 | LS |
| 37 | 70 | 24"x18" CSP Arch Culvert | 223 | LF |
| 38 | 70 | 24" x 18" CSP End Section | 10 | EA |
| 39 | 78 | Reset Existing Survey Monument | 2 | EA |
| Total Bid Items 19 - 39 | | | | |

| Engineer's Cost Estimate | |
|--------------------------|------------------------|
| Price per Unit | Item Price |
| \$ 24.00 | \$ 25,920.00 |
| \$ 8.00 | \$ 158,736.00 |
| \$ 180.00 | \$ 716,040.00 |
| \$ 1.50 | \$ 20,533.50 |
| \$ 1.00 | \$ 6,848.00 |
| \$ 1.00 | \$ 13,417.00 |
| \$ 600.00 | \$ 600.00 |
| \$ 400.00 | \$ 1,200.00 |
| \$ 300.00 | \$ 900.00 |
| \$ 425.00 | \$ 425.00 |
| \$ 250.00 | \$ 250.00 |
| \$ 1,200.00 | \$ 1,200.00 |
| \$ 650.00 | \$ 650.00 |
| \$ 650.00 | \$ 650.00 |
| \$ 650.00 | \$ 1,300.00 |
| \$ 650.00 | \$ 1,950.00 |
| \$ 650.00 | \$ 650.00 |
| \$ 28,000.00 | \$ 28,000.00 |
| \$ 300.00 | \$ 66,900.00 |
| \$ 1,200.00 | \$ 12,000.00 |
| \$ 855.00 | \$ 1,710.00 |
| | \$ 1,059,879.50 |

| Qualcon Contractors | |
|---------------------|----------------------|
| Price per Unit | Item Price |
| \$ 75.00 | \$ 81,000.00 |
| \$ 5.00 | \$ 99,210.00 |
| \$ 138.00 | \$ 548,964.00 |
| \$ 1.50 | \$ 20,533.50 |
| \$ 0.50 | \$ 3,424.00 |
| \$ 0.50 | \$ 6,708.50 |
| \$ 250.00 | \$ 250.00 |
| \$ 200.00 | \$ 600.00 |
| \$ 200.00 | \$ 600.00 |
| \$ 200.00 | \$ 200.00 |
| \$ 200.00 | \$ 200.00 |
| \$ 10,000.00 | \$ 10,000.00 |
| \$ 1,000.00 | \$ 1,000.00 |
| \$ 500.00 | \$ 500.00 |
| \$ 500.00 | \$ 1,000.00 |
| \$ 500.00 | \$ 500.00 |
| \$ 40,000.00 | \$ 40,000.00 |
| \$ 220.00 | \$ 49,060.00 |
| \$ 180.00 | \$ 1,800.00 |
| \$ 2,500.00 | \$ 5,000.00 |
| | \$ 872,050.00 |

| Herback General Engineering | |
|-----------------------------|----------------------|
| Price per Unit | Item Price |
| \$ 47.00 | \$ 50,760.00 |
| \$ 5.35 | \$ 106,154.70 |
| \$ 150.00 | \$ 596,700.00 |
| \$ 2.00 | \$ 27,378.00 |
| \$ 0.46 | \$ 3,150.08 |
| \$ 0.46 | \$ 6,171.82 |
| \$ 127.00 | \$ 127.00 |
| \$ 29.00 | \$ 87.00 |
| \$ 24.00 | \$ 72.00 |
| \$ 60.00 | \$ 60.00 |
| \$ 29.00 | \$ 29.00 |
| \$ 3,400.00 | \$ 3,400.00 |
| \$ 350.00 | \$ 350.00 |
| \$ 290.00 | \$ 290.00 |
| \$ 290.00 | \$ 580.00 |
| \$ 290.00 | \$ 870.00 |
| \$ 290.00 | \$ 290.00 |
| \$ 26,000.00 | \$ 26,000.00 |
| \$ 95.00 | \$ 21,185.00 |
| \$ 765.00 | \$ 7,650.00 |
| \$ 500.00 | \$ 1,000.00 |
| | \$ 852,304.60 |

| Speiss Construction Co | |
|------------------------|------------------------|
| Price per Unit | Item Price |
| \$ 85.00 | \$ 91,800.00 |
| \$ 5.30 | \$ 105,162.60 |
| \$ 210.00 | \$ 835,380.00 |
| \$ 3.00 | \$ 41,067.00 |
| \$ 0.50 | \$ 3,424.00 |
| \$ 0.50 | \$ 6,708.50 |
| \$ 120.00 | \$ 120.00 |
| \$ 25.00 | \$ 75.00 |
| \$ 25.00 | \$ 75.00 |
| \$ 50.00 | \$ 50.00 |
| \$ 25.00 | \$ 25.00 |
| \$ 5,000.00 | \$ 5,000.00 |
| \$ 300.00 | \$ 300.00 |
| \$ 300.00 | \$ 300.00 |
| \$ 300.00 | \$ 600.00 |
| \$ 300.00 | \$ 900.00 |
| \$ 200.00 | \$ 200.00 |
| \$ 30,000.00 | \$ 30,000.00 |
| \$ 95.00 | \$ 21,185.00 |
| \$ 300.00 | \$ 3,000.00 |
| \$ 1,500.00 | \$ 3,000.00 |
| | \$ 1,148,372.10 |

| Granite Construction Co | |
|-------------------------|------------------------|
| Price per Unit | Item Price |
| \$ 100.00 | \$ 108,000.00 |
| \$ 5.00 | \$ 99,210.00 |
| \$ 180.00 | \$ 716,040.00 |
| \$ 1.00 | \$ 13,689.00 |
| \$ 0.40 | \$ 2,739.20 |
| \$ 0.40 | \$ 5,366.80 |
| \$ 110.00 | \$ 110.00 |
| \$ 25.00 | \$ 75.00 |
| \$ 20.00 | \$ 60.00 |
| \$ 50.00 | \$ 50.00 |
| \$ 25.00 | \$ 25.00 |
| \$ 10,000.00 | \$ 10,000.00 |
| \$ 300.00 | \$ 300.00 |
| \$ 250.00 | \$ 250.00 |
| \$ 250.00 | \$ 500.00 |
| \$ 250.00 | \$ 750.00 |
| \$ 250.00 | \$ 250.00 |
| \$ 34,500.00 | \$ 34,500.00 |
| \$ 450.00 | \$ 100,350.00 |
| \$ 500.00 | \$ 5,000.00 |
| \$ 3,500.00 | \$ 7,000.00 |
| | \$ 1,561,351.00 |

| |
|--|
| BIDDER'S GRAND TOTAL* |
| (INCLUDES BID ITEMS 1 THROUGH 39) |
| *COUNTY WILL USE THIS TOTAL TO COMPARE BIDS AND DETERMINE APPARENT LOW BIDDER. |

| Engineer's Cost Estimate | |
|--------------------------|------------------------|
| Price per Unit | Item Price |
| | \$ 1,465,888.00 |

| Qualcon Contractors | |
|---------------------|------------------------|
| Price per Unit | Item Price |
| | \$ 1,193,835.00 |

| Herback General Engineering | |
|-----------------------------|------------------------|
| Price per Unit | Item Price |
| | \$ 1,310,863.34 |

| Speiss Construction Co | |
|------------------------|------------------------|
| Price per Unit | Item Price |
| | \$ 1,502,890.80 |

| Granite Construction Co | |
|-------------------------|------------------------|
| Price per Unit | Item Price |
| | \$ 1,561,351.00 |

EXHIBIT 2

AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION PROJECT FEDERAL PROJECT NO. RPSTPL-5947(059)

INTRODUCTION

WHEREAS, the County of Mono (“County”) may have the need for the construction services of Qualcon Contractors Inc., of Minden, Nevada (“Contractor”) (County and Contractor may be referred to individually as a “Party” and collectively as the “Parties”), 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 the Scope of Work set forth in Attachment A, attached hereto and by this reference incorporated herein, and in accordance with the Project Manual (including technical specifications) and Contractor’s bid. Requests by County to Contractor to perform under this Agreement will be made by the Director of the Department of Public Works or an authorized representative thereof. Requests to Contractor for services or work to be performed under this Agreement will be based upon County's need for such services and work. 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 including, but 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:

- 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: Federal Minimum Wage Rates

In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the applicable Exhibit shall govern.

2. TERM

The term of this Agreement shall be from November 18, 2020, to December 31, 2021, unless sooner terminated as provided in this Agreement.

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 Million, One Hundred Ninety-Three Thousand, Eight Hundred Thirty-Five Dollars (\$1,193,835.00), plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (collectively, the "Contract Limit"). The 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, completed at the 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, the 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 Exhibit 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 U.S. 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 remain, the sole and exclusive property of the 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 the County 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 hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

- Commercial 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 **Five Million dollars (\$5,000,000.00)** 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 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 **Five Million dollars (\$5,000,000.00)** 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 / 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 Contractor's 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 / 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 the County of Mono, 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 30 days written notice to County.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or the 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.

D. 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 the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph 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 the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph 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 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 Agreement 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 the 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, or fails to proceed with the work and 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, 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 below.

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 the 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, 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 AND MODIFICATION

This Agreement may be amended or modified by the mutual consent of the Parties, if such amendment or modification 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:

| | |
|--|--|
| <p>If to County: Mono County Public Works Department Attn: Chad Senior P.O. Box 457 Bridgeport, CA 93517 Phone: 760 924-1812 Email: csenior@mono.ca.gov</p> | <p>If to Contractor: Qualcon Contractors, Inc. Attn: Pierre Ithurburu P.O. Box 2889 Minden, NV 89423 Phone: 775 782-2006 Email: pierre@qualcongec.com</p> |
|--|--|

25. COUNTERPARTS

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

26. GOVERNING LAW; VENUE

This Agreement shall be interpreted under the laws of the State of California. Exclusive venue for any legal action shall be Mono County, California

27. ENTIRE AGREEMENT

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, 2020.**

COUNTY OF MONO

QUALCON CONTRACTORS, INC.

By: _____

By: _____

Name: Tony Dublino

Name: _____

Title: Public Works Director

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Mono County Counsel's Office

APPROVED BY RISK MANAGEMENT:

Mono County Risk Manager

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ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION PROJECT RPSTPL-5947(059)

TERM:

FROM: November 18, 2020

TO: December 31, 2021

SCOPE OF WORK:

County has selected, and Contractor shall construct, project bid items 1 through 39 set forth in project manual and included in Attachment B2 of this agreement.

The major work items of this the AIRPORT ROAD REHABILITATION PROJECT, Project No. RPSTPL-5947(059) (“Project”) are to rehabilitate the existing asphalt concrete on Airport Road and a portion of Hot Creek Hatchery Road, widen the existing asphalt concrete roadways to a total width of thirty-two feet (32 feet) in width, install culverts and associated drainage structures, replace existing cattle guard, paint traffic markings, install roadway signs, and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with the Project’s Invitations for Bids and the Contract Documents, including the Project Manual, Project Plans, the Standard Specifications and the Standard Plans (2018) issued by the California Department of Transportation, and the AASHTO Green Book (2018) as they may have been amended for County’s use.

Tasks performed in completing the Project shall follow generally accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with County's Department of Public Works.

Note: This Agreement and Scope of Work includes and is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the General Prevailing Wage Rates established by the California Department of Industrial Relations in effect on the date of this Agreement, which documents are attached hereto and/or by this reference incorporated herein.

SCHEDULE OF FEES:

See Bid Schedule set forth in Attachment B of this Agreement and incorporated herein.

WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein. Completion of site improvements shall be specified by the Department of Public Works in a Notice of Completion filed in the Office of the County Recorder.

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ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION PROJECT RPSTPL-5947(059)

TERM:

FROM: November 18, 2020

TO: December 31, 2021

SCHEDULE OF FEES:

See Bid Schedule, attached hereto and incorporated herein as Attachment B2. As specified in Paragraph 3.D of the Agreement, the total project cost shall not exceed One Million, One Hundred Ninety-Three Thousand, Eight Hundred Thirty-Five Dollars (\$1,193,835.00) unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval and authorization to proceed, payment shall be made for any additional items or tasks not initially specified in Attachment A (Scope of Work) attached to the Agreement and incorporated herein.

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ATTACHMENT B2
AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS
FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION
PROJECT RPSTPL-5947(059)

BID SCHEDULE

| Miscellaneous | | | Bid Items | | | 1 - 4 |
|--------------------------------------|----------------|---|-----------|-------|------------------|----------------------|
| Item No. | Spec Reference | Item | Quantity | Units | Price per Unit | Item Price |
| 1 | 8 | Mobilization | 1 | LS | \$ 85,000.00 | \$ 85,000.00 |
| 2 | 13 | Water Pollution Control, SWPPP Prep/Monitoring | 1 | LS | \$ 15,000.00 | \$ 15,000.00 |
| 3 | 12 | Traffic Control, including Traffic Control Plan | 35 | Days | \$ 1,000.00 | \$ 35,000.00 |
| 4 | 14 | Contractor-Supplied Biologist | 125 | Hour | \$ 100.00 | \$ 12,500.00 |
| Miscellaneous Bid Items 1 - 4 | | | | | Subtotal: | \$ 147,500.00 |

| Hot Creek Hatchery Road Sta 1+62.55 to Sta 16+60.67 | | | Bid Items | | | 5 - 18 |
|---|----------------|--|-----------|-------|------------------|----------------------|
| Item No. | Spec Reference | Item | Quantity | Units | Price per Unit | Item Price |
| 5 | 19 | Roadway Excavation / Embankment (8' Road Widening) | 341 | CY | \$ 75.00 | \$ 25,575.00 |
| 6 | 22, 30 | Grind / Pulverize Exist Roadbed, Finish Roadway | 4064 | SY | \$ 5.00 | \$ 20,320.00 |
| 7 | 39 | 3" Hot Mix Asphalt (32'-Wide Road) | 849 | Ton | \$ 138.00 | \$ 117,162.00 |
| 8 | 19 | Shoulder Backing (AC Grindings or Import) | 2809 | LF | \$ 1.50 | \$ 4,213.50 |
| 9 | 84 | Centerline (Paint) | 1665 | LF | \$ 0.50 | \$ 832.50 |
| 10 | 84 | 6" Bike Lane Line (Paint) | 2864 | LF | \$ 0.50 | \$ 1,432.00 |
| 11 | 84 | "STOP AHEAD" Marking (Paint) | 1 | LF | \$ 250.00 | \$ 250.00 |
| 12 | 84 | Bike Lane Symbol Without Person Marking (Paint) | 2 | EA | \$ 200.00 | \$ 400.00 |
| 13 | 84 | Bike Lane Arrow Marking (Paint) | 2 | EA | \$ 200.00 | \$ 400.00 |
| 14 | 82 | Stop Ahead Sign 30" x 30" (W3-1) | 1 | EA | \$ 500.00 | \$ 500.00 |
| 15 | 82 | Bike Lane Sign 18" x 24" (R81) | 2 | EA | \$ 500.00 | \$ 1,000.00 |
| 16 | 82 | Bike Lane, Ends Sign (R3-17, R3-17bP) | 1 | EA | \$ 500.00 | \$ 500.00 |
| 17 | 82 | Airport / Hot Creek Directional Sign - Double Post | 1 | EA | \$ 1,200.00 | \$ 1,200.00 |
| 18 | 82 | End of Roadway Warning Sign (OM4-2) | 1 | EA | \$ 500.00 | \$ 500.00 |
| Hot Creek Hatchery Road Sta 1+62.55 to Sta 16+60.67 , Bid Items 5 - 18 | | | | | Subtotal: | \$ 174,285.00 |

ATTACHMENT B2
AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS
FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION
PROJECT RPSTPL-5947(059)

BID SCHEDULE - CONTINUED

| Airport Road Sta 0+32.80 to Sta 69+04.03 | | | Bid Items | | | 19 - 39 |
|---|----------------|--|-----------|-------|------------------|----------------------|
| Item No. | Spec Reference | Item | Quantity | Units | Price per Unit | Item Price |
| 19 | 19 | Road Excavation / Embankment (6' Road Widening) | 1080 | CY | \$ 75.00 | \$ 81,000.00 |
| 20 | 22, 30 | Grind / Pulverize Exist Roadbed, Finish Roadway | 19842 | SY | \$ 5.00 | \$ 99,210.00 |
| 21 | 39 | 3" Hot Mix Asphalt (32'-Wide Road) | 3978 | Ton | \$ 138.00 | \$ 548,964.00 |
| 22 | 19 | Shoulder Backing (AC Grindings or Import) | 13689 | LF | \$ 1.50 | \$ 20,533.50 |
| 23 | 84 | Centerline (Paint) | 6848 | LF | \$ 0.50 | \$ 3,424.00 |
| 24 | 84 | 6" Bike Lane (Paint) | 13417 | LF | \$ 0.50 | \$ 6,708.50 |
| 25 | 84 | "STOP AHEAD" Marking (Paint) | 1 | LF | \$ 250.00 | \$ 250.00 |
| 26 | 84 | Bike Lane Symbol Without Person Marking (Paint) | 3 | EA | \$ 200.00 | \$ 600.00 |
| 27 | 84 | Bike Lane Arrow Marking (Paint) | 3 | EA | \$ 200.00 | \$ 600.00 |
| 28 | 84 | "STOP" Marking (Paint) | 1 | EA | \$ 200.00 | \$ 200.00 |
| 29 | 84 | Stop bar / Limit Line (Paint) | 1 | EA | \$ 200.00 | \$ 200.00 |
| 30 | NA | Transverse Rumble Strips (Ground-In) | 1 | LS | \$ 10,000.00 | \$ 10,000.00 |
| 31 | 82 | Steel Sign Post - Reuse Stop Sign, add "Airport Road" Sign | 1 | EA | \$ 1,000.00 | \$ 1,000.00 |
| 32 | 82 | Stop Ahead Sign 30" x 30" (W3-1) | 1 | EA | \$ 500.00 | \$ 500.00 |
| 33 | 82 | Deer Crossing Sign 30" x 30" (W11-3) | 2 | EA | \$ 500.00 | \$ 1,000.00 |
| 34 | 82 | Bike Lane Sign 18" x 24" (R81) | 3 | EA | \$ 500.00 | \$ 1,500.00 |
| 35 | 82 | End of Roadway Warning Sign (OM4-2) | 1 | EA | \$ 500.00 | \$ 500.00 |
| 36 | 75 | Cattle Guard (8' x 32') | 1 | LS | \$ 40,000.00 | \$ 40,000.00 |
| 37 | 70 | 24"x18" CSP-Arch Culvert | 223 | LF | \$ 220.00 | \$ 49,060.00 |
| 38 | 70 | 24" x 18" CSP End Section | 10 | EA | \$ 180.00 | \$ 1,800.00 |
| 39 | 78 | Reset Existing Survey Monument | 2 | EA | \$ 2,500.00 | \$ 5,000.00 |
| Airport Road Sta 0+32.80 to Sta 69+04.03 , Bid Items 19 - 39 | | | | | Subtotal: | \$ 872,050.00 |

| | |
|---------------------------------|------------------------|
| BIDDERS GRAND TOTAL | \$ 1,193,835.00 |
| (Bid Items 1 through 39) | |

EXHIBIT 1

AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION PROJECT Federal Project No. RPSTPL-5947(059)

GENERAL CONDITIONS

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

Where the following terms are used in these General Conditions, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER (or, SURETY):** A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD:** The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY:** Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER:** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT (or, CONTRACT DOCUMENTS):** The written and executed agreement between the County and the Contractor covering the work to be performed. The written agreement consists of all attachments as well as all documents incorporated by reference and shall include, but is not limited to, the agreement, performance bond, labor and materials payment bond, any required insurance certificates, the project manual, any addenda issued to bidders, and the project plans.
- F. **CONTRACTOR:** The business entity entering into a contract with the County of Mono for the performance of the work.
- G. **CONTRACT ITEM (or, PAY ITEM):** A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME:** The number of calendar days or working days, for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **COUNTY:** The County of Mono, a political subdivision of the State of California.
- J. **DEPARTMENT:** The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.

- K. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.
- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2015 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2015 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

Z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In the event of a conflict between the Agreement (including any attachment or exhibit thereto); the Invitation for Bids and Instructions to Bidders; the Project Plans; the Technical Specifications; the 2018 State of California, Department of Transportation, Standard Specifications; and the Quality Assurance Program (QAP), the Contractor shall immediately notify the County. The County shall have the sole discretion to resolve any such conflict by deciding which document or provision shall govern.

SECTION 2. PERFORMANCE OF WORK

2.1 USE OF PREMISES, HOURS OF WORK, CONTACT INFORMATION AND PUBLIC NOTIFICATION.

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.
- E. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents,

businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

NOTICE SHALL ADDITIONALLY BE PROVIDED TO THE FOLLOWING, OR AS FOLLOWS:

Mono County Sheriff's Department
Southern CA Edison
Mono County Fire / Rescue Department
United States Bureau of Land Management

- F. Vehicular access – Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work that cannot be accomplished without access restriction.

2.2 OTHER PROJECTS.

The Contractor is advised that other projects may be taking place at the site at the same time as this Project. The Contractor will make every effort to coordinate his work with that of other contractors.

2.3 PROTECTION OF PROPERTY.

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on Project Plans or in these General Conditions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

In addition to its obligations pursuant to the Agreement to defend, indemnify, and hold the County harmless, the Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project is completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction and at no additional cost to the County.

It is the Contractor's responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor's presence, it will be the Contractor's responsibility to repair the damage to the County's satisfaction without cost to the County. If the Contractor does not repair the damage to the County's satisfaction, the County has the right, after 48 hours of written notification, to repair the damage and charge the Contractor for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project site as it pertains to the Project. The Contractor shall provide signage, temporary protective fencing, or covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

2.4 ENVIRONMENTAL PROTECTION.

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, drainage channels, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

Should the Contractor encounter materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

In accordance with Section 25914.1 et seq. of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance, shall be performed by a person properly licensed to perform such work and shall be performed by separate contract if the presence of asbestos or hazardous substances is not disclosed in the bid documents.

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor either to resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such work shall be covered by an appropriate contract modification (change order, amended or supplemental agreement).

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined to be of ineligible by any federal agency within the past three (3) years; does not have a

proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

3.3 APPLICABILITY TO SUBCONTRACTORS

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

3.4 QUARTERLY DISCLOSURES

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractor, or lower-tier contractor. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

No subcontract releases the Contractor from the contract or relieves the Contractor of its responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the County of Mono may exercise the remedies provided under Public Contract Code § 4110 and may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the Agreement and all contract documents including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required

documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, the Contractor shall immediately remove and not again use a subcontractor who fails to prosecute the Work satisfactorily.

If the work involves Federal funds, each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contract" located in the Federal Provisions within the Project Manual.

Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

4.2 PERFORMANCE OF SUBCONTRACTORS

The bid shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance or noncompliance by a subcontractor.

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute

involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Please refer to the Federal Provisions (for contracts involving Federal funds), attached to the Agreement for further information. Where the Federal Provisions apply, they shall supersede and replace this section 4.4 to the extent inconsistent herewith.

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

This project is not funded under the Appalachian Regional Development Act of 1965, therefore, page FP-13 of the Federal Provisions (if Federal Provisions are included in the contract) does not apply to this contract.

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

5.2 PROSECUTION AND PROGRESS.

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

5.3 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

Changes and Extra Work: The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Control of Work:

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

6.2 OMITTED ITEMS.

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such item.

6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employment.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

6.4 CONTRACTOR PERSONNEL.

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the Special Provisions, any QAP, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

6.5 METHODS AND EQUIPMENT.

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

6.6 PARTIAL PAYMENTS.

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

6.7 FINAL ACCEPTANCE.

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days,

submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

6.9 FORCE MAJEURE.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

6.10 WARRANTY AND GUARANTEE.

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the

case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

7.2 TERMINATION BY COUNTY FOR CAUSE.

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.

3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of

the work performed.

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4. Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same.

SECTION 8. MATERIALS

8.1 MANUFACTURER’S SPECIFICATIONS AND RECOMMENDATIONS.

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an “or equal” item approved by the Engineer and installed or applied by Contractor.

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its “Approved Equal.” The words “Or Equal” or “Approved Equal” shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract or as otherwise permitted in writing by the Engineer.

8.3 STORAGE OF MATERIALS.

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner’s or lessee’s permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **NO** responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

9.3 CONSTRUCTION SITE NUISANCE.

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

9.4 PUBLIC CONVENIENCE AND SAFETY.

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

9.6 PERMITS.

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

9.7 CONSTRUCTION LAYOUT AND STAKES.

If specified on the plans, the Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible

for establishing and maintaining all survey controls and other layout that may be required for construction of the work.

9.8 TESTING AND INSPECTIONS.

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

9.9 CONTRACTOR QUALITY CONTROL.

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

9.10 INSPECTION OF THE WORK.

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

9.11 RETEST OF WORK.

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of the Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

9.12 MAINTENANCE DURING CONSTRUCTION.

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various

Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

10.3 WATER SUPPLY.

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be

labeled, “NON-POTABLE WATER—DO NOT DRINK.”

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, “Dust Palliative,” of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

10.4 EXISTING FACILITIES.

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor’s activities. Any damage resulting from the Contractor’s operations shall be repaired immediately, at the Contractor’s expense.

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable timeframes.

11.2 ATTENDEES.

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 BEGINNING OF WORK AND TIME OF COMPLETION.

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of **35 WORKING DAYS** beginning on the date set forth in the Notice to Proceed.

14.2 LIQUIDATED DAMAGES.

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract

Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of **\$4,000.00 per day**, as liquidated damages, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual, Chapter 12, page 17-18, available at <http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch12.pdf>.

14.3 BREACH.

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time-frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

EXHIBIT 2

AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION PROJECT

PREVAILING WAGES AS OF: SEPTEMBER 16, 2020

A. Determination.

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

B. Prevailing Wage Rate.

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

C. Apprentices.

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

D. Penalty for Non-Payment of Prevailing Wages.

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

requirements and provisions of California Labor Code section 1775, a copy of which is included at the end of this Exhibit 2.

E. Payroll Records.

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

F. Inspection of Payroll Records.

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

G. Posting of Prevailing Wages at Job Site.

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

H. Hours.

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

I. Overtime.

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

J. Records of Hours.

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

Enforcement as required by California Labor Code section 1812.

K. Penalty for Violation of Work Hours.

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

L. Registration with DIR and Compliance Monitoring.

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

CALIFORNIA LABOR CODE SECTIONS

California Labor Code Section 1775:

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

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

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

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

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

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed

penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

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

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

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

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

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

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

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

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

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

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

California Labor Code Section 1777.5:

- (a) This chapter does not prevent the employment of properly registered apprentices upon public works.
- (b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.
- (d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding

body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of grant funds made pursuant to this subdivision.

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

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

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

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

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

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION PROJECT FEDERAL PROJECT NO. RPSTPL-5947(059)

BOND REQUIREMENTS

Contractor shall furnish 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 the Director of the Department of Public Works or his designee after consultation with the County Risk Manager, the following bonds: 1) a **labor and materials payment bond** in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful **performance bond** in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a **one-year warranty bond** in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in- Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by County within 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

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SAMPLE PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through its Department of Public Works, has awarded to Qualcon Contractors, Inc., hereafter designated as the "Contractor", a contract for the work described as follows:

AIRPORT ROAD REHABILITATION PROJECT, RPSTPL-5947(059) as described in the Project Manual.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of One Million, One Hundred Ninety-Three Thousand, Eight Hundred Thirty-Five Dollars (\$ 1,193,835.00), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

| | |
|--|-----------------------|
| | |
| | |
| | Contractor |
| | Name of Surety (SEAL) |
| | By: Attorney-in-Fact |

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

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SAMPLE PAYMENT BOND

WHEREAS, The County of Mono, acting by and through its Department of Public Works, hereafter referred to as "Obligee", has awarded to Qualcon Contractors, Inc., hereafter designated as the "Principal", a contract for the work described as follows:

AIRPORT ROAD REHABILITATION PROJECT, RPSTPL-5947(059) as described in the Project Manual.

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of One Million, One Hundred Ninety-Three Thousand, Eight Hundred Thirty-Five Dollars (\$1,193,835.00), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and his subcontractors under Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

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SAMPLE WARRANTY BOND

KNOW ALL BY THESE PRESENTS that we, _____,
the Contractor in the contract hereto annexed, as Principal, and, _____
as Surety, are held and firmly bound unto the County of Mono in the sum of _____
(\$ _____) lawful money of the United States, for which payment, well and truly to
be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of the AIRPORT ROAD REHABILITATION PROJECT, RPSTPL-5947(059) such that it is free from defects in materials and workmanship for a period of one year commencing on _____ [DATE] (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

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EXHIBIT 4

AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION PROJECT FEDERAL PROJECT NO. RPSTPL-5947(059)

INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should 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. Invoices shall be informative and concise regarding work performed during that billing period.

If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two (2) pages.

The progress of work shall initially be determined by Contractor, but must then, be approved in writing by County. Additionally, the making of one or more (1+) progress payments shall not be construed as approval of the work performed by Contractor. Should Contractor submit an improper payment request, County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Public Contract Code sections 9203 and 20104.50, County shall retain five percent (5%) of each progress payment until the Project is completed unless, at any time after fifty percent (50%) of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Public Contract Code section 22300, Contractor may substitute securities for any moneys withheld by County to ensure performance under this Agreement or request County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date County records the Notice of Completion.

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EXHIBIT 6

AGREEMENT BETWEEN THE COUNTY OF MONO AND QUALCON CONTRACTORS FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION PROJECT FEDERAL PROJECT NO. RPSTPL-5947(059)

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE (For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.

The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

b. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

d. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

e. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of

contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

a. **Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. **Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or

not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of **35 WORKING DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County of Mono the sum of **\$ 4,000.00 per day**, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;

2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

12. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

[The following 12 pages must be physically inserted into the contract without modification.]

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION
CONTRACTS**

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

FHWA-1273 -- Revised May 1, 2012

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

FHWA-1273 -- Revised May 1, 2012

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

13. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

| | Economic Area | Goal (Percent) |
|--|---|----------------|
| 174 | Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama | 6.8 |
| 175 | Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity | 6.6 |
| 176 | San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey | 28.9 |
| | 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo | 25.6 |
| | 7400 San Jose, CA | 19.6 |
| | CA Santa Clara, CA | 14.9 |
| | 7485 Santa Cruz, CA CA Santa Cruz | |
| | 7500 Santa Rosa CA Sonoma | 9.1 |
| | 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano | 17.1 |
| Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito | 23.2 | |
| 177 | Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties | 16.1 |
| | CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba | 14.3 |
| | Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus | 12.3 |
| 178 | 8120 Stockton, CA CA San Joaquin | 24.3 |
| | Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne | 19.8 |
| 179 | Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern | 19.1 |
| | 2840 Fresno, CA | 26.1 |

| | | |
|-----|---|------|
| | CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare | 23.6 |
| 180 | Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA | 11.9 |
| | CA Orange | 28.3 |
| | 4480 Los Angeles-Long Beach, CA | 21.5 |
| | CA Los Angeles | 19.0 |
| | 6000 Oxnard-Simi Valley-Ventura, CA | 19.0 |
| | CA Ventura | 19.7 |
| | 6780 Riverside-San Bernardino-Ontario, CA | 24.6 |
| 181 | CA Riverside; CA San Bernardino | |
| | 7480 Santa Barbara-Santa Maria-Lompoc, CA | |
| | CA Santa Barbara | |
| | Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo | |
| 181 | San Diego, CA: SMSA Counties | 16.9 |
| | 7320 San Diego, CA | |
| | CA San Diego | 18.2 |
| | Non-SMSA Counties CA Imperial | |

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special
Provisions (to be used when
applicable)

16. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the County of Mono:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the County of Mono approval for this submitted information before the prime contractor starts work. The County of Mono credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The County of Mono and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County of Mono reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

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Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT 9

AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS FOR THE CONSTRUCTION OF THE AIRPORT ROAD REHABILITATION PROJECT RPSTPL-5947(059)

FEDERAL MINIMUM WAGE RATES

Federal minimum wage rates obtained from <https://www.beta.sam.gov>

"General Decision Number: CA20200020 10/09/2020

Superseded General Decision Number: CA20190020

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and
Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not
include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does
not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS.

Note: Under Executive Order (EO) 13658, an hourly minimum wage
of \$10.80 for calendar year 2020 applies to all contracts
subject to the Davis-Bacon Act for which the contract is
awarded (and any solicitation was issued) on or after January
1, 2015. If this contract is covered by the EO, the contractor
must pay all workers in any classification listed on this wage
determination at least \$10.80 per hour (or the applicable wage
rate listed on this wage determination, if it is higher) for
all hours spent performing on the contract in calendar year

2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

| | |
|----|------------|
| 0 | 01/03/2020 |
| 1 | 01/10/2020 |
| 2 | 01/24/2020 |
| 3 | 01/31/2020 |
| 4 | 03/06/2020 |
| 5 | 03/13/2020 |
| 6 | 04/17/2020 |
| 7 | 05/15/2020 |
| 8 | 05/29/2020 |
| 9 | 06/12/2020 |
| 10 | 07/03/2020 |
| 11 | 07/10/2020 |

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| 13 | 07/24/2020 |
| 14 | 07/31/2020 |
| 15 | 08/07/2020 |
| 16 | 08/14/2020 |
| 17 | 09/04/2020 |
| 18 | 09/25/2020 |
| 19 | 10/02/2020 |
| 20 | 10/09/2020 |

ASBE0005-001 09/01/2019

INYO AND KERN

| | Rates | Fringes |
|--|----------|---------|
| Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)..... | \$ 28.92 | 18.73 |
| Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems)..... | \$ 43.77 | 22.48 |

ASBE0005-005 07/01/2019

INYO AND KERN

| | Rates | Fringes |
|--|-------|---------|
| Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ | 20.63 | 12.17 |

ASBE0016-003 01/01/2020

MONO

| | Rates | Fringes |
|--|-------|---------|
| Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ | 54.26 | 23.39 |

BOIL0092-005 03/01/2018

INYO AND KERN

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 44.07 | 33.52 |

BOIL0549-003 10/01/2016

MONO COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 39.68 | 35.71 |

* BRCA0004-005 05/01/2020

| | Rates | Fringes |
|--------------------------------|----------|---------|
| BRICKLAYER; MARBLE SETTER..... | \$ 41.52 | 18.47 |

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-010 09/01/2020

Rates Fringes

TERRAZZO FINISHER.....\$ 33.66 14.20
TERRAZZO WORKER/SETTER.....\$ 41.60 14.73

BRCA0018-011 06/01/2019

Rates Fringes

TILE LAYER.....\$ 40.07 18.36

BRCA0018-012 06/01/2019

KERN

Rates Fringes

MARBLE FINISHER.....\$ 33.43 14.11
TILE FINISHER.....\$ 28.23 12.65

CARP0409-002 07/01/2016

Rates Fringes

Diver

(1) Wet.....\$ 712.48 17.03
(2) Standby.....\$ 356.24 17.03
(3) Tender.....\$ 348.24 17.03
(4) Assistant Tender.....\$ 324.24 17.03

Amounts in "'Rates' column are per day

CARP0409-005 07/01/2015

Rates Fringes

Drywall

| | |
|--------------------------------------|-------|
| DRYWALL INSTALLER/LATHER....\$ 37.35 | 11.08 |
| STOCKER/SCRAPPER.....\$ 10.00 | 7.17 |

CARP0409-006 07/01/2018

Rates Fringes

CARPENTER

| | |
|---|-------|
| (01) Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer....\$ 41.84 | 17.48 |
| (02) Millwright.....\$ 42.91 | 17.48 |
| (03) Piledrivermen; Derrick barge; Bridge or Dock Carpenter; Heavy framer; Rockslinger; Rock Bargeman; Scowman.....\$ 42.54 | 17.48 |
| (04) Shingler (Commercial).\$ 36.91 | 15.50 |
| (05) Table Power Saw Operator.....\$ 36.88 | 15.50 |
| (06) Pneumatic Nailer or Power Stapler.....\$ 37.03 | 15.50 |

| | | |
|---|----------|-------|
| (07) Roof Loader of Shingles (Commercial)..... | \$ 25.84 | 15.50 |
| (08) Saw Filer..... | \$ 36.87 | 15.50 |
| (09) Scaffold Builder..... | \$ 28.55 | 15.50 |

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

ELEC0428-001 12/01/2019

Rates Fringes

CABLE SPLICER

| | | |
|--|----------|----------|
| China Lake Naval Weapons Center, Edwards AFB..... | \$ 54.54 | 3%+19.39 |
| Remainder of Kern County.... | \$ 48.29 | 3%+19.39 |

ELECTRICIAN

| | | |
|--|----------|----------|
| China Lake Naval Weapons Center, Edwards AFB..... | \$ 50.15 | 3%+19.39 |
| Remainder of Kern County.... | \$ 43.90 | 3%+19.39 |

ELEC0428-003 01/01/2020

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

Rates Fringes

Communications System

Installer

China Lake Naval Weapons

Center.....\$ 42.50 3%+17.79

Edwards AFB.....\$ 38.99 3%+17.79

KERN COUNTY.....\$ 32.86 3%+17.79

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line

voltage work, and energy management systems. Fire alarm work shall be performed at the current inside wireman total cost package.

ELEC0477-001 06/01/2020

INYO AND MONO

| | Rates | Fringes |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 43.25 | 3%+24.83 |

CABLE SPLICER: \$1.50 above Electrician.

TUNNEL WORK: 10% above Electrician.

ELEC1245-001 06/01/2020

| | Rates | Fringes |
|------------------------------|----------|---------|
| (1) Lineman; Cable splicer.. | \$ 59.14 | 20.78 |

(2) Equipment specialist
(operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution

| | | |
|----------------------|----------|-------|
| line equipment)..... | \$ 47.24 | 19.59 |
| (3) Groundman..... | \$ 36.12 | 19.19 |
| (4) Powderman..... | \$ 51.87 | 18.79 |

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2020

Rates Fringes

ELEVATOR MECHANIC.....\$ 57.40 34.765+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

Rates Fringes

OPERATOR: Power Equipment
(All Other Work)

| | | |
|---------------|----------|-------|
| GROUP 1..... | \$ 48.25 | 27.20 |
| GROUP 2..... | \$ 49.03 | 27.20 |
| GROUP 3..... | \$ 49.32 | 27.20 |
| GROUP 4..... | \$ 50.81 | 27.20 |
| GROUP 5..... | \$ 48.96 | 25.25 |
| GROUP 6..... | \$ 51.03 | 27.20 |
| GROUP 8..... | \$ 51.14 | 27.20 |
| GROUP 9..... | \$ 49.29 | 25.25 |
| GROUP 10..... | \$ 51.26 | 27.20 |
| GROUP 11..... | \$ 49.41 | 25.25 |
| GROUP 12..... | \$ 51.43 | 27.20 |
| GROUP 13..... | \$ 51.53 | 27.20 |
| GROUP 14..... | \$ 51.56 | 27.20 |
| GROUP 15..... | \$ 51.64 | 27.20 |
| GROUP 16..... | \$ 51.76 | 27.20 |
| GROUP 17..... | \$ 51.93 | 27.20 |
| GROUP 18..... | \$ 52.03 | 27.20 |
| GROUP 19..... | \$ 52.14 | 27.20 |
| GROUP 20..... | \$ 52.26 | 27.20 |
| GROUP 21..... | \$ 52.43 | 27.20 |
| GROUP 22..... | \$ 52.53 | 27.20 |
| GROUP 23..... | \$ 52.64 | 27.20 |
| GROUP 24..... | \$ 52.76 | 27.20 |
| GROUP 25..... | \$ 52.93 | 27.20 |

OPERATOR: Power Equipment

(Cranes, Piledriving &
Hoisting)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 49.60 | 27.20 |
| GROUP 2..... | \$ 50.38 | 27.20 |
| GROUP 3..... | \$ 50.67 | 27.20 |

| | | |
|---------------|----------|-------|
| GROUP 4..... | \$ 50.81 | 27.20 |
| GROUP 5..... | \$ 51.03 | 27.20 |
| GROUP 6..... | \$ 51.14 | 27.20 |
| GROUP 7..... | \$ 51.26 | 27.20 |
| GROUP 8..... | \$ 51.43 | 27.20 |
| GROUP 9..... | \$ 51.60 | 27.20 |
| GROUP 10..... | \$ 52.60 | 27.20 |
| GROUP 11..... | \$ 53.60 | 27.20 |
| GROUP 12..... | \$ 54.60 | 27.20 |
| GROUP 13..... | \$ 55.60 | 27.20 |

OPERATOR: Power Equipment

(Tunnel Work)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 50.10 | 27.20 |
| GROUP 2..... | \$ 50.88 | 27.20 |
| GROUP 3..... | \$ 51.17 | 27.20 |
| GROUP 4..... | \$ 51.31 | 27.20 |
| GROUP 5..... | \$ 51.53 | 27.20 |
| GROUP 6..... | \$ 51.64 | 27.20 |
| GROUP 7..... | \$ 51.76 | 27.20 |

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer

and compressor operator on guniting work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or

similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full

slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator;

Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar

with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system

(multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem

(scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds.

struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100

tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum);

Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S,

R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back

to start at the point which is the NW corner of Section 1,
T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO,
KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM

to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM.

Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2020

| | Rates | Fringes |
|---|----------|---------|
| OPERATOR: Power Equipment | | |
| (DREDGING) | | |
| (1) Leverman..... | \$ 56.40 | 30.00 |
| (2) Dredge dozer..... | \$ 50.43 | 30.00 |
| (3) Deckmate..... | \$ 50.32 | 30.00 |
| (4) Winch operator (stern winch on dredge)..... | \$ 49.77 | 30.00 |
| (5) Fireman-Oiler, Deckhand, Bargeman, Leveehand..... | \$ 49.23 | 30.00 |
| (6) Barge Mate..... | \$ 49.84 | 30.00 |

IRON0433-006 07/01/2020

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

IRONWORKER

| | | |
|--|----------|-------|
| Fence Erector..... | \$ 34.58 | 24.81 |
| Ornamental, Reinforcing and Structural..... | \$ 41.00 | 33.45 |

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0220-002 07/01/2020

KERN COUNTY

Rates Fringes

LABORER (TUNNEL)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 42.54 | 21.04 |
| GROUP 2..... | \$ 42.86 | 21.04 |
| GROUP 3..... | \$ 43.32 | 21.04 |
| GROUP 4..... | \$ 44.01 | 21.04 |

LABORER

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 36.39 | 21.04 |
| GROUP 2..... | \$ 36.94 | 21.04 |
| GROUP 3..... | \$ 37.49 | 21.04 |
| GROUP 4..... | \$ 39.04 | 21.04 |
| GROUP 5..... | \$ 39.39 | 21.04 |

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance,

repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder

and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device

used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer

person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0220-005 07/01/2020

KERN COUNTY

| | Rates | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 34.00 | 19.77 |

LABO0300-005 01/01/2018

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 33.19 | 17.78 |

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding,

fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2020

Rates Fringes

LABORER (GUNITE)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 45.05 | 19.62 |
| GROUP 2..... | \$ 44.10 | 19.62 |
| GROUP 3..... | \$ 40.56 | 19.62 |

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bos'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-001 07/01/2019

INYO AND MONO COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| LABORER (TUNNEL) | | |
| GROUP 1..... | \$ 40.19 | 19.07 |
| GROUP 2..... | \$ 40.51 | 19.07 |
| GROUP 3..... | \$ 40.97 | 19.07 |
| GROUP 4..... | \$ 41.66 | 19.07 |
| LABORER | | |
| GROUP 1..... | \$ 35.24 | 20.09 |
| GROUP 2..... | \$ 35.79 | 20.09 |
| GROUP 3..... | \$ 36.34 | 20.09 |
| GROUP 4..... | \$ 37.89 | 20.09 |
| GROUP 5..... | \$ 38.24 | 20.09 |

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a

worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank

scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and

trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials

(for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-004 07/01/2018

INYO AND MONO COUNTIES

| | Rates | Fringes |
|-------------------|----------|---------|
| Brick Tender..... | \$ 32.26 | 18.40 |

LABO1184-001 07/01/2020

Rates Fringes

Laborers: (HORIZONTAL
DIRECTIONAL DRILLING)

| | |
|---|-------|
| (1) Drilling Crew Laborer...\$ 37.85 | 15.99 |
| (2) Vehicle Operator/Hauler.\$ 38.02 | 15.99 |
| (3) Horizontal Directional Drill Operator.....\$ 39.87 | 15.99 |
| (4) Electronic Tracking Locator.....\$ 41.87 | 15.99 |

Laborers: (STRIPING/SLURRY
SEAL)

| | |
|----------------------|-------|
| GROUP 1.....\$ 39.06 | 19.01 |
| GROUP 2.....\$ 40.36 | 19.01 |
| GROUP 3.....\$ 42.37 | 19.01 |
| GROUP 4.....\$ 44.11 | 19.01 |

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both

conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-009 10/01/2019

| | Rates | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 38.05 | 19.52 |

PAIN0036-021 07/01/2020

INYO AND MONO COUNTIES

Rates Fringes

Painters: (Including Lead
Abatement)

| | |
|-------------------------------------|-------|
| (1) Journeyman Painter.....\$ 28.68 | 17.10 |
| (2) Repaint.....\$ 26.40 | 17.02 |
| (4) All other work.....\$ 28.68 | 17.10 |
| (5) Industrial.....\$ 35.52 | 17.64 |

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0169-002 06/01/2020

Rates Fringes

GLAZIER.....\$ 40.00 26.76

PAIN1247-001 01/01/2020

Rates Fringes

SOFT FLOOR LAYER.....\$ 37.55 13.78

PLAS0200-007 08/07/2019

Rates Fringes

PLASTERER.....\$ 43.73 16.03

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING
CENTER:

\$3.00 additinal per hour.

PLAS0500-002 07/01/2020

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 38.50 25.91

* PLUM0345-001 09/01/2020

Rates Fringes

PLUMBER

| | |
|--------------------------------------|-------|
| Landscape/Irrigation Fitter.\$ 35.30 | 24.10 |
| Sewer & Storm Drain Work....\$ 39.39 | 21.48 |

PLUM0460-002 09/01/2020

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

| | |
|---|-------|
| PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration).....\$ 51.65 | 24.71 |
|---|-------|

FOOTNOTE: Work from a swinging scaffold, swinging basket, spider or from a bosun chair: 10% above the regular rate of pay for that day.

ROOF0027-001 01/01/2020

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

| | |
|---------------------|-------|
| ROOFER.....\$ 31.11 | 14.41 |
|---------------------|-------|

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

SFCA0669-007 04/01/2020

| | Rates | Fringes |
|-----------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 39.83 | 25.71 |

SHEE0105-003 01/01/2020

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| SHEET METAL WORKER | | |
| (1) Commercial - New | | |
| Construction and Remodel | | |
| work..... | \$ 45.78 | 28.96 |
| (2) Industrial work | | |
| including air pollution | | |
| control systems, noise | | |
| abatement, hand rails, | | |
| guard rails, excluding | | |
| aritechtural sheet metal | | |
| work, excluding A-C, | | |
| heating, ventilating | | |
| systems for human comfort... | \$ 45.78 | 28.96 |

SHEE0105-004 07/01/2020

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 36.88 | 28.51 |

TEAM0011-002 07/01/2020

| | Rates | Fringes |
|---------------|----------|---------|
| TRUCK DRIVER | | |
| GROUP 1..... | \$ 32.59 | 30.59 |
| GROUP 2..... | \$ 32.74 | 30.59 |
| GROUP 3..... | \$ 32.87 | 30.59 |
| GROUP 4..... | \$ 33.06 | 30.59 |
| GROUP 5..... | \$ 33.09 | 30.59 |
| GROUP 6..... | \$ 33.12 | 30.59 |
| GROUP 7..... | \$ 33.37 | 30.59 |
| GROUP 8..... | \$ 33.62 | 30.59 |
| GROUP 9..... | \$ 33.82 | 30.59 |
| GROUP 10..... | \$ 34.12 | 30.59 |
| GROUP 11..... | \$ 34.62 | 30.59 |
| GROUP 12..... | \$ 35.05 | 30.59 |

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,

El Centro Naval Facility, Fort Irwin, Marine Corps
Logistics Base at Nebo & Yermo, Mountain Warfare Training
Center, Bridgeport, Point Arguello, Point Conception,
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,

16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine
with attachments; Winch truck driver - \$1.25 additional
when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 17, 2020

Departments: Public Health

TIME REQUIRED

SUBJECT Children's Medical Services 2020-
2021 Plan

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Mono County Children's Medical Services (CMS) Plan for fiscal year 2020 – 2021.

RECOMMENDED ACTION:

Approve the Mono County Children's Medical Services (CMS) Plan for fiscal year 2020 – 2021 and authorize the Chair to sign two copies of the California Children's Services Certification Statement and two copies of the Child Health and Disability Prevention Program Certification Statement.

FISCAL IMPACT:

There is no impact to the Mono County General Fund. These programs are funded with a mix of Federal Title XIX (Medicaid), Federal Title XXI funds, State General Fund, and Realignment dollars totaling \$276,985.

CONTACT NAME: Shelby Stockdale

PHONE/EMAIL: 760-924-1841 / sstockdale@mono.ca.gov

SEND COPIES TO:

Bryan Wheeler, Stephanie Butters, Shelby Stockdale

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| FY 20-21 CMS Plan Staff Report |
| FY 20-21 Mono CMS Plan |
| FY 20-21 Mono CMS Certification Statements |

History

| Time | Who | Approval |
|---------------------|------------------------------|-----------------|
| 11/10/2020 5:41 PM | County Administrative Office | Yes |
| 11/11/2020 8:23 AM | County Counsel | Yes |
| 11/12/2020 12:01 PM | Finance | Yes |



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

DATE: November 17, 2020
TO: Honorable Board of Supervisors
FROM: Shelby Stockdale, Health Program Manager/PHN

SUBJECT: Mono County Children's Medical Services (CMS) Plan
Fiscal Year 2020 - 2021.

RECOMMENDED ACTION: That the Board of Supervisors approve the Mono County Children's Medical Services (CMS) Plan for fiscal year 2020 – 2021 and authorize the Chair to sign two copies of the California Children's Services Certification Statement and two copies of the Child Health and Disability Prevention Program Certification Statement.

DISCUSSION: In Mono County, California Children's Services (CCS), California Health and Disability Prevention Program (CHDP) and Health Care Program for Children in Foster Care (HCPCFC) services are provided through the Mono County Health Department. All three programs are integrated within the California Department of Health Care Services (DHCS) under Children's Medical Services (CMS). These programs provide a variety of medical services to eligible children. The Mono County Health Department receives funding to provide administration and case management services in support of these programs.

The CCS Program provides diagnostic and treatment services to financially eligible children with qualifying medical conditions. Case management, provided by a Mono County Public Health CCS nurse, includes finding appropriate providers; obtaining authorizations for care, equipment, supplies and medications; assistance with scheduling; reviewing medical reports; and acting on recommendations and referrals. Additionally, a Medical Therapy Conference is held twice a year to coordinate referrals for care, physical and occupational therapy, and the ordering and creation of specialized equipment for children with chronic orthopedic or neuromuscular conditions.

The CHDP Program provides periodic, well child exams for financially eligible children. The program includes physical exams and immunizations; and referrals for treatment. CMS staff at Mono County Public Health review all reports and make referrals to appropriate agencies and specialists as needed.

The HCPCFC Program provides medical case management for Mono County children who are placed in Foster Care through Child Welfare Services or the Probation Department. The HCPCFC nurse at Mono County Public Health provides medical case management services to ensure each child's health needs are met until the child returns to his or her family; is emancipated at age 18; is placed in extended Foster Care through AB 12; or finishes high school.

FISCAL IMPACT: There is zero impact to the Mono County General Fund. These programs are funded with a mix of Federal Title XIX (Medicaid), Federal Title XXI funds, State General Fund, and Realignment dollars totaling \$276,985.

If there any questions regarding this item, please contact Shelby Stockdale at 760.924.1841.

Submitted by: Shelby Stockdale, Health Program Manager/PHN

Reviewed by: Bryan Wheeler, Public Health Director

CHILDREN'S MEDICAL SERVICES
PLAN

MONO COUNTY

FISCAL YEAR
2020-2021

Mono County Children’s Medical Services Plan and Fiscal Guidelines 2020-2021

| County/City: _____ | MONO | Fiscal Year:2020-2021 |
|--------------------|---|-----------------------|
| Document | | Page Number |
| B. | CHDP Administrative Budget (County/City Match) - Optional | |
| 1. | Budget Summary | N/A |
| 2. | Budget Worksheet | N/A |
| C. | CHDP Foster Care Administrative Budget (County/City Match) - Optional | |
| 1. | Budget Summary | 61 |
| 2. | Budget Worksheet | 62 |
| D. | HCPCFC Administrative Budget | |
| 1. | Budget Summary | 63 |
| 2. | Budget Worksheet | 64 |
| 3. | Budget Justification Narrative | N/A |
| E. | CCS Administrative Budget | |
| 1. | Budget Summary | 65 |
| 2. | Budget Worksheet | 66-67 |
| 3. | Budget Justification Narrative | N/A |
| G. | Other Forms | |
| 1. | County/City Capital Expenses Justification Form | N/A |
| 2. | County/City Other Expenses Justification Form | N/A |
| 9. | Management of Equipment Purchased with State Funds | |
| 1. | Contractor Equipment Purchased with DHCS Funds Form (DHCS1203) | N/A |
| 2. | Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204) | N/A |
| 3. | Property Survey Report Form (STD 152) | N/A |

Agency Information Sheet

County/City: Mono

Fiscal Year: 2020-2021

Official Agency

| | | | |
|-----------------------|-------------------------------|-----------------|--|
| Name: | Mono County Health Department | Address: | 1290 Tavern Rd, Suite 246 PO Box 3329 |
| Health Officer | Tom Boo, MD, FAAFP, DTM&H | | Mammoth Lakes, CA 93546 |

CMS Director (if applicable)

| | | | |
|---------------|----------------------------------|-----------------|--|
| Name: | Shelby Stockdale MSN, RN, PHN | Address: | 1290 Tavern Rd, Suite 246 PO Box 3329 |
| Phone: | 760-924-1841 | | Mammoth Lakes, CA 93546 |
| Fax: | 760-924-1831 | E-Mail: | sstockdale@mono.ca.gov |

CCS Administrator

| | | | |
|---------------|----------------------------------|-----------------|--|
| Name: | Shelby Stockdale MSN, RN, PHN | Address: | 1290 Tavern Rd, Suite 246 PO Box 3329 |
| Phone: | 760-924-1841 | | Mammoth Lakes, CA 93546 |
| Fax: | 760-924-1831 | E-Mail: | sstockdale@mono.ca.gov |

CHDP Director

| | | | |
|---------------|------------------------------|-----------------|--|
| Name: | Tom Boo, MD, FAAFP, DTM&H | Address: | 1290 Tavern Rd, Suite 246 PO Box 3329 |
| Phone: | 760-924-1830 | | Mammoth Lakes, CA 93546 |
| Fax: | 760-924-1831 | E-Mail: | tboo@mono.ca.gov |

CHDP Deputy Director

| | | | |
|---------------|----------------------------------|-----------------|--|
| Name: | Shelby Stockdale MSN, RN, PHN | Address: | 1290 Tavern Rd, Suite 246 PO Box 3329 |
| Phone: | 760-924-1841 | | Mammoth Lakes, CA 93546 |
| Fax: | 760-924-1831 | E-Mail: | sstockdale@mono.ca.gov |

Clerk of the Board of Supervisors or City Council

| | | | |
|---------------|-----------------|-----------------|--|
| Name: | Shannon Kendall | Address: | PO Box 237 |
| Phone: | 760-932-5533 | | Bridgeport, CA 93517 |
| Fax: | 760-932-5531 | E-Mail: | skendall@mono.ca.gov |

Director of Social Services Agency

| | | |
|--------|----------------|-------------------------------|
| Name: | Kathy Peterson | PO Box 2969 |
| Phone: | 760.924.1763 | Mammoth Lakes, CA 93546 |
| Fax: | 760.932-5287 | E-Mail: kpeterson@mono.ca.gov |

Chief Probation Officer

| | | |
|--------|----------------|-------------------------------|
| Name: | Karin Humiston | PO Box 596 |
| Phone: | 760-932-5572 | Bridgeport, CA 93517 |
| Fax: | 760-932-5571 | E-Mail: khumiston@mono.ca.gov |

Certification Statement - California Children's Services (CCS)

County/City: Mono Fiscal Year: 2020 - 2021

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CCS Administrator

Date Signed

Signature of Director or Health Officer

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: Mono Fiscal Year: 2020-2021

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CHDP Director

Date Signed

Signature of Director or Health Officer

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

Agency Brief Narrative

As Mono County is an extremely rural county, specialist medical care requires out of county travel of at least 5 hours or more. Travel out of the county can be very difficult at times of the year due to heavy snow fall, road closures, or travel restrictions. Very few specialists practice in Mono County, especially pediatric specialists. In addition to the four pediatricians, the only local clinic with pediatric specialists is the dental clinic.

Since many families are at or below the federal poverty level in Mono County, out of pocket payments and out of county travel have significant financial impact and often families are not able to follow through with the recommended specialist care as a result. For our out of town specialist referrals, families may not be able to take the needed days off from work or have the transportation and must coordinate with other family members and friends to travel, thus adding to the delay in receiving care. We have also found that some specialists have more than a month long wait list and, finally, fewer and fewer local and state-wide providers accept Managed Care Medi-Cal for payment.

The California Children's Services (CCS) program provides diagnosis and treatment services at Loma Linda University Medical Center; Lucille Packard; University of California at Davis; Children's Hospitals of Orange County, Los Angeles, San Diego, and Central California for special needs children to age 21 in Mono County. The CCS program is mandated by the Welfare and Institutions Code and the California Code of Regulations (Title 22, Section 51013) to act as an "agent of Medi-Cal" for Medi-Cal beneficiaries with CCS medically eligible conditions. Services for children with CCS eligible medical conditions are 'carved out', which means that children receive treatment directly related to their CCS medical condition through the CCS program; and primary care and other medical services are provided through their Medi-Cal Managed Care plan. The CCS Administrator at Mono County Health Department coordinates medical eligibility through the California Department of Healthcare Services (DHCS) Integrated Systems of Care Division (ISCD); provides case management services; and coordinates physical and occupational therapy with Mammoth Hospital, Northern Inyo Hospital and Mono County Office of Education.

A Medical Therapy Conference is held twice a year for children in Inyo and Mono Counties with neuromuscular, musculoskeletal, or muscular disabilities. Families and children consult with a pediatric orthopedic surgeon, pediatrician, registered dietician, physical and occupational therapists, an orthotist, and a durable medical equipment provider. The goal of the Medical Therapy Program is to assist each eligible child to obtain his or her maximum physical potential by evaluating needs for therapy, special equipment, or bracing.

Due to the small population size of Mono County, the structure of the Child Health and Disability Prevention (CHDP) program is the interface between two agencies: Mono County Public Health and Department of Social Services. In Mono County, the Health Department handles the administrative aspects of CHDP; the Department of Social Services educates and refers their clients to CHDP when appropriate; and Sierra Park Pediatric pediatricians are the providers. The CHDP Deputy Director works with the Medi-Cal eligibility program manager in Social Services as well as the physicians within the CHDP program. The CHDP Deputy Director meets quarterly with Managed Care Medi-Cal providers to facilitate case coordination with the medical referrals documented on the CHDP exam. Managed Care Medi-Cal providers in Mono County are California Health and Wellness and Anthem Blue Cross. The CHDP case worker handles the data input and vision, dental, and other pediatric specialty referrals.

The CHDP Deputy Director coordinates both Social Services and the CHDP providers for the most accurate and comprehensive care to the CHDP clients and their families. Reviews for audiology, vision screening, and anthropometric BMI training are completed by Sierra Park Pediatric nurses. In-services for Social Services eligibility workers consisted of a history of CHDP and the referral process. CHDP staff use the MEDS system to ensure the best collaboration with the Department of Social Services.

Health Department CHDP staff also participate in the Breastfeeding Taskforce, Nutrition and Physical Activity Task Force, Prevention Coalition, and Oral Health Coalition to increase collaborative efforts and develop linkages to care.

The Health Care Program for Children in Foster Care is housed at the Public Health Department with collaboration between the Health Department, Department of Social Services and Department of Probation for case management purposes. The Foster Care Nurse works with Child Protective Services and Probation during out-of-home placement of children 0-18 and those young adults who are part of AB 12 (California Fostering Connections to Success Act) to ensure that developmental, medical, dental and mental health needs are met. As required, all medical information obtained by the Foster Care Nurse is then entered into CWS/CMS by Child Welfare Services or Probation for documentation purposes.

The Foster Care Nurse participates in Child Protective Services visits, Multidisciplinary Team Conferences with the Department of Social Services, Child, Family and Team meetings and 'Wraparound Services.' The latter is a family-centered process which focuses on the needs of the family and child who has been or is at risk of out of home placement. The desired outcome is for more children to be able to remain with their families or relatives in the community.

CHILDREN'S MEDICAL SERVICES PLAN

MONO COUNTY

INCUMBENT LISTS

FISCAL YEAR

2020-2021

Incumbent List - California Children’s Services

For FY 2020-2021, complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: **MCMC** for Medi-Cal Managed Care; **IHO** for In-Home Operations, and; **RC** for Regional Center.

County/City:
Mono

Fiscal Year: 2020-2021

| Job Title | Incumbent Name | FTE % on CCS Admin Budget | Have Job Duties Changed? (Yes or No) | Has Civil Service Classification Changed? (Yes or No) |
|------------------------|-----------------------|----------------------------------|---|--|
| CCS Administrator | Shelby Stockdale | .08 | No | No |
| CCS Case Manager | Shelby Stockdale | .45 | No | No |
| MTP Liaison | Shelby Stockdale | .0475 | No | No |
| CCS Coordinator | Olivia Wilson | .90 | No | No |
| CMS Fiscal Agent | Stephanie Butters | .025 | No | No |
| Public Health Director | Bryan Wheeler | .01 | No | No |

Incumbent List - Child Health and Disability Prevention Program

For FY 2020-2021, complete the table below for all personnel listed in the CHDP budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Mono

Fiscal Year: 2020-2021

| Job Title | Incumbent Name | FTE % on CHDP No County/City Match Budget | FTE % on CHDP County/City Match Budget | FTE % in Other Programs (Specify) | Have Job Duties Changed ? (Yes or No) | Has Civil Service Classification Changed? (Yes or No) |
|------------------------|-------------------|---|--|---|---------------------------------------|---|
| CHDP Director | Dr. Tom Boo | .01 | - | .99 other | No | No |
| CHDP Deputy Director | Shelby Stockdale | .015 | - | .53 CCS .0475 MTP .15 HCPCFC .25 other | No | No |
| CHDP Case Manager | Shelby Stockdale | .015 | - | .53 CCS .0475 MTP .15 HCPCFC .25 other | No | No |
| CHDP Coordinator | Olivia Wilson | .01 | - | .90 CCS .005 MTP .085 other | No | No |
| CMS Fiscal Agent | Stephanie Butters | .01 | - | .99 other | No | No |
| Public Health Director | Bryan Wheeler | .01 | - | .99 other | No | No |

Incumbent List - Health Care Program for Children in Foster Care

For FY 2020-2021 complete the table below for all personnel listed in the HCPCFC and CHDP Foster Care Administrative (County/City) budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Mono

**Fiscal Year:
2020-2021**

| Job Title | Incumbent Name | FTE % on HCPCFC Budget | FTE % on FC Admin County/City Match Budget | FTE % in Other Programs (Specify) | Have Job Duties Changed? (Yes or No) | Has Civil Service Classification Changed? (Yes or No) |
|------------------|-----------------------|-------------------------------|---|---|---|--|
| Foster Care PHN | Shelby Stockdale | .15 | .03 | .03 CHDP .53 CCS .0475 MTP .25 other | No | No |

CMS PLAN
MONO COUNTY
DUTY
STATEMENTS
FISCAL YEAR
2020-2021

**COUNTY OF MONO
CCS PROGRAM**

CCS ADMINISTRATOR– DUTY STATEMENT

(HEALTH PROGRAM MANAGER)

Shelby Stockdale MSN, RN, PHN .08 CCS

The public health nurse administers the CCS program in the local dependent county. The public health nurse has direct contact with the family, acting as an advocate in obtaining the appropriate health services and as a liaison between the medical provider, the community, and the regional office that provides the administrative component of the program.

- 5% Prepare and submit the annual CCS administrative plan and budget including required documents and reports.
- 5% Provide consultation and technical assistance for program administration. Assess and evaluate CCS program on a continuing basis. Assess, plan for and develop any needed CCS specialty clinics.
- 5% Recruit CCS providers, including the paneling process and orientation to CCS, and support to maintain ongoing provider commitment to CCS.
- 10% Supervise CCS staff in case management and in the maintenance of the CCS program, assuring program compliance, including performance evaluations and scheduling.
- 5% Provide training and orientation to new CCS staff. Provide outreach and education to providers about CCS program and paneling opportunities.
- 3% Supervise local CCS activities and referrals in coordination with SCRO.
- 2% Attend interagency and community meetings to enhance and integrate CCS services into the community.

**COUNTY OF MONO
CCS PROGRAM**

CCS CASE MANAGER – DUTY STATEMENT

(HEALTH PROGRAM MANAGER/PHN)

Shelby Stockdale MSN, RN, PHN .45 CCS

The public health nurse administers the CCS program in the local dependent county. The public health nurse has direct contact with the family, acting as an advocate in obtaining the appropriate health services and as a liaison between the medical provider, the community, and the regional office that provides the administrative component of the program.

- 5% Identify children with potential CCS medically eligible conditions and assists with the referral/application process.
- 10% Act as liaison between the family, medical provider, community and the Southern California Regional Office through a case management plan developed with the family.
- 3% Participate in conferences on behalf of CCS clients as necessary to coordinate service needs and program benefits.
- 15% Using skilled professional nursing expertise, review CCS medical reports to coordinate appropriate action with regional office.
- 5% Coordinate client care by referring to other appropriate agencies. Coordinate client care between specialty CCS clinics and providers.
- 5% Attend training programs provided by CCS to stay current with policy/procedure and case management.
- 2% Direct clerical staff in correspondence to families, providers and the regional office.

**COUNTY OF MONO
CCS PROGRAM**

MTP LIAISON – DUTY STATEMENT

(HEALTH PROGRAM MANAGER)

Shelby Stockdale MSN, RN, PHN .0475 MTP

The public health nurse administers the CCS program in the local dependent county. The public health nurse has direct contact with the family, acting as an advocate in obtaining the appropriate health services and as a liaison between the medical provider, the community, and the regional office that provides the administrative component of the program.

Administration:

- 5% Act as Medical Therapy Program (MTP) liaison to the Local Education Agency (LEA) to coordinate activities with special education. Participate in interagency meetings for planning, coordination of client care, and training.
- 5% Assist in the maintenance of an IAA with MCOE.
- 5% Coordinate the biannual MTCs for CCS clients. Direct clerical assistance for MTP liaison and MTC activities.

Case Management:

- 5% Attend IEP and IFSP meetings for MTP clients when requested by the parent or LEA to coordinate client care or supervise designee.
- 2% Attend training and updates for CCS-MTP liaison activities.
- 3% Coordinate client care and follow-up services from the MTC.

**COUNTY OF MONO
CCS PROGRAM**

CCS COORDINATOR - DUTY STATEMENT

(Community Health Outreach Specialist)

Olivia Moreno, CHOS .90 CCS

This is a non-professional position under the direct supervision of the CCS Administrator that assists with various components and client case management of the CCS program. State CMS refers to this county position as a Case Management/Program Eligibility Technician. This position includes but is not limited to identification of potential medically eligible children, assistance in case management including the application process, insurance coverage, financial/residential eligibility, maintenance of records and program timelines. It also assists with coordination of clinics, outreach and health education promotion, reporting and administrative assistance, and translation.

PROGRAM ELIGIBILITY

- 10% Receive and process CCS referrals. Utilize CMSNet for client data and communication with regional office. Obtain necessary medical documentation from family/provider to ensure a completed CCS referral as required by the program. Give to skilled nursing staff for review. Provide correspondence to the family and providers regarding client eligibility.
- 15% Determine financial and residential CCS eligibility through MEDS, EDS, and interviews of the applicant and family. Do annual CCS financial and residential eligibility re-determinations.
- 5% Communicate effectively with Medi-Cal eligibility as needed. Help family problem-solve with Medi-Cal when needed. Must have a working knowledge of EDS and MEDS system.

CASE MANAGEMENT

- 15% Work closely with and under the direction of the local nurse case manager and regional office to provide case management activities for the client/family, obtain medical reports, request and monitor authorizations, coordinate appointments with CCS providers, keep records, and monitor CMSNet updates.
- 2% Maintain a tracking system to ensure a timely response to the family and compliance with CCS case management timelines. Process case closures when applicable. Send county CCS Notice of Action letters.
- 3% Identify barriers to client services, including family's need for transportation, food and lodging assistance; need for interpreter. Refer family for assistance.

Mono County Children's Medical Services Plan and Fiscal Guidelines 2020-2021

- 5% Assist with interpretation for CCS case management work with Spanish-speaking families. Some of this may be strictly translation and some may be independent case management in Spanish as directed by the PHN.
- 10% Refer to Medi-Cal and other services if potentially eligible.
- 5% Assist in coordination of specialty CCS clinics, i.e. MTC. Assist in preparation, scheduling, collection of medical documents and reports, authorizations for clinics and IEP.

PROVIDER SUPPORT

- 5% Assist with CCS orientation and trainings to providers, and ongoing staff education.
- 10% Respond to inquiries by clients and providers regarding program difficulties (billing, missing authorizations, scheduling appointments) and help to problem-solve.
- 3% Participate in required training by county/state including CCS program and case management, including MEDS, CMSNet and EDSNet training.
- 2% Monitor and verify CCS claims on monthly expenditure reports. Follow-up if claim problems noted for specific providers.

ADMINISTRATIVE SUPPORT

- 10% Maintain CCS databases and do data entry for case management, analysis and reporting. Assist in preparation of annual CMS plan. Prepare required census reports; prepare quarterly reports for state and budget requirements.

**COUNTY OF MONO
CHILDREN'S MEDICAL SERVICES**

CMS FISCAL AGENT – DUTY STATEMENT

(Public Health Fiscal and Administrative Officer)

Stephanie Butters .035 CMS (0.025 CCS, 0.01 CHDP)

The Children's Medical Services Program fiscal agent performs all fiscal duties in support of the CMS program. The duties include but are not limited to:

1. Preparation of budget and any budget revisions.
2. Prepare materials necessary for submission to the Board of Supervisors for approval.
3. Prepares invoices.
4. Processes all invoices for payment through the Auditor's office.
5. Oversees the data entry of time studies.
6. Deposits all receipts in appropriate accounts.
7. Maintains inventory of program equipment.
8. Prepares fiscal information for periodic reports.
9. Other duties as required.

**COUNTY OF MONO
CCS PROGRAM**

PUBLIC HEALTH DIRECTOR – DUTY STATEMENT

Bryan Wheeler MSN, RN, PHN .02 CMS (0.01 CCS, 0.01 CHDP)

The public health director supervises all Public Health staff in the local county, including supervision of the CMS and HCPCFC programs. The director is responsible for planning, organizing, and directing the activities of all county-wide public health programs.

Oversee the planning, organization, and coordination of the Public Health Division in the local county.

Supervise, train, assign and evaluate staff including new employee orientation.

Plan, develop, justify and manage a program budget according to division and funding source requirements; maintain budgetary control.

Ascertain program needs and lead staff in setting vision, goals, and objectives.

Coordinate ongoing emergency response activities with other county departments.

Serve as a resource and technical consultant, and explains the health department role and policies, laws, and regulations in assigned area to officials, groups and individuals.

Develop, write and implement grant proposals.

**COUNTY OF MONO
CHDP PROGRAM**

CHDP DIRECTOR – DUTY STATEMENT

(COUNTY HEALTH OFFICER)

Tom Boo, MD, FAAFP, DTM&H .01 CHDP

The County Health Officer is to direct the enforcement of Federal, State, and local health laws and relations and has responsibility for planning and providing direction to the County as a professional medical consultant. The health officer also fulfills the CHDP Director position for the CHDP program in the local county.

- 5% CHDP Director – help plan and evaluate the CHDP Gateway program and its interaction within the community and other organizations/agencies involved in the delivery of health services to the target population. Provide consultation and medical direction for local CHDP Deputy Director, other health professional and ancillary staff in CHDP program
- NA Uphold local health orders, ordinances, and regulations prescribed by the State Department of Services and State statutes relating to public health.
- NA Assesses community health status and reports on the health status of the community using multiple epidemiologic, survey and statistical methods.
- NA Must legally respond to public health emergencies and develop an integration plan for Health Department staff into the County Disaster Management Team.
- NA Plans, develops, approves, and implements medical protocols and procedures for Public Health programs and services, for Sheriff emergency services and for jail inmate screening and sick calls.
- NA Acts in an advisory and public relations capacity on the administration of Federal, State and County medical care programs
- NA Provides medical consultation and health information to the public, community and county staff, health providers, and may offer Public Health education.

**COUNTY OF MONO
CHDP PROGRAM**

CHDP DEPUTY DIRECTOR – DUTY STATEMENT

(HEALTH PROGRAM MANAGER)

Shelby Stockdale MSN, RN, PHN .015 CHDP

The public health nurse administers the CHDP program in the local county. This position includes but is not limited to deputy director duties and administration of program policies and procedures, data analysis and program planning, supervision of case management, provider enrollment/disenrollment, and supervision of health professional and ancillary staff activities.

PROVIDER ORIENTATION AND TRAINING

- 5% Provider Recruitment – outreach and recruitment for CHDP providers.
- 15% Provider Orientation and Education – orient providers to CHDP PM 160 health assessments, utilization of program, staff training and technical assistance.
- 5% Provider Audits –review medical records (PM 160, etc) for documentation of services, identify training needs and provide medical/technical assistance.
- 5% Medical Quality Assurance – review qualifications and standards with CHDP providers and compliance with the CHDP Provider Manual.

LIAISON ACTIVITIES

- 3% Regional Meetings – share local county health issues, methodology and implementation of the CHDP Program, and outreach efforts to the target population.
- 15% Community/Interagency Liaison – coordinate CHDP activities with Welfare (Child Protective Services, Foster Care, Medi-Cal and AFDC), IZ, WIC, CCS, Head Start, Department of Education, including defining health needs of the children of mutual concern and sharing problems and solutions the delivery of services.
- 20% Administration and Supervision: provide data for documentation required by the county and state, including time studies, input on budgets, claims, and the supervision and training of the local CHDP staff. Administrative duties including staff performance evaluations and staff scheduling.

CARE COORDINATION

- 5% Supervision of CHDP staff for PM 160 case management to ensure the completion of any referrals for diagnosis and treatment.

- 10% Supervision of local CMS health professional and ancillary staff in CHDP program activities of informing and linking children/families to services and accessing health care. This also includes identifying potential clients and supporting the application process for Medi-Cal Insurance by clients.
- 5% HCPCFC – supervise the HCPCFC program and case management for foster care children with CWS/Probation.

INFORMING/LINKING ACTIVITIES

- 5% Education Materials – identify and evaluate existing sources of education materials for their appropriateness and local use; consult with providers regarding materials most appropriate for clients; utilize with training and orientation of providers.
- 5% Promote outreach within the community, linking the target population to CHDP services and providers.

**COUNTY OF MONO
CHDP PROGRAM**

CHDP CASE MANAGER—DUTY STATEMENT

(HEALTH PROGRAM MANAGER)

Shelby Stockdale MSN, RN, PHN .015 CHDP

Under the direction of the CHDP Deputy Director, the public health nurse provides skilled medical expertise for the CHDP Gateway program in the local county. The public health nurse has direct contact with the family, acting as an advocate in obtaining the appropriate health services, case management and liaison between the medical provider, community, and the state offices. This position also includes provider education and support.

PROVIDER SUPPORT

- 15% Assist in orienting providers to CHDP enrollment, PM 160 health assessments, and provide ongoing staff training and technical assistance.
- 5% Provide ongoing consultation and technical assistance to CHDP providers.

LIAISON and LINKING/INFORMING

- 5% Promote outreach for CHDP within the community. Oversee local CHDP program activities informing and linking the target population to services and accessing health care.
- 5% Attend interagency and community meetings to enhance and integrate CHDP services into the community. Act as liaison for CHDP program, providing direction and support to providers, social services, other health department programs (WIC, MCH, IZ etc) and state regional office.
- 5% Attend state trainings for CHDP to keep current on policy/procedure and changes.
- 5% Identify and evaluate existing resources of CHDP educational and outreach materials for their appropriateness and local use; consult with providers regarding materials most appropriate for clients; utilize with training and orientation of providers.
- 10% Identify potential CHDP clients and support the application process for Medi-Cal Insurance by clients. Work closely with social services and eligibility workers.

CASE MANAGEMENT

- 5% Identify children with potential need of CHDP exams and assist with the referral/application process.
- 20% Case management and care coordination of CHDP PM 160s to ensure the completion of any referrals for diagnosis and treatment.
- 10% Maintain case data documentation and formulate necessary state and local reports as directed.

HEALTH EDUCATION

- 5% Collaborate with WIC clinics and other community events to provide health education and outreach to target population regarding CHDP services.
- 10% Provide community health education on various health topics such as Lead Poisoning, Anemia, Early Childhood Caries (ECC), and other health topics.

**COUNTY OF MONO
CHDP PROGRAM**

CHDP COORDINATOR - DUTY STATEMENT

(CHOS – Community Health Outreach Specialist)

Olivia Wilson CHOS .01 CHDP

This is a non-professional position under the direct supervision of the CHDP Deputy Director that assists with various CHDP program components and client case management. This position includes but is not limited to assistance in case management including application process, insurance coverage, referrals and diagnosis/treatment follow-up, maintenance of records and data base. It also assists with outreach and education, reporting and administrative assistance, and translation as needed.

LINKING/INFORMING

- 5% Follow-up on CHDP PM357s from Social Services and maintain record of informed eligible clients. Contact families requesting more information about CHDP, provide transportation and scheduling assistance, and complete documentation in database.
- 5% Communicate effectively with Medi-Cal system for eligibility as needed. Help family problem-solve with Medi-Cal when needed. Must have a working knowledge of EDS and MEDS system.
- 3% Assist in CHDP program outreach and education to families, providers, agencies and in the community.
- 2% Refer children to CCS, EPSDT Services, or other services if potentially eligible.
- 10% Assist the family with the joint application for Medi-Cal Insurance when appropriate for CHDP to access future health care.

CARE COORDINATION

- 10% Assist with CHDP PM 160 referrals for further diagnosis/treatment and provide case management under the direction of a skilled nurse.
- 10% Determine financial and residential CHDP eligibility through MEDS, EDS, or family interviews for diagnosis/treatment referrals.
- 2% Maintain a tracking system to ensure a timely response to the family and compliance with PM 357 and PM 160 case management timelines.

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- 3% Identify barriers to client services, including family's need for transportation and/or interpreter services. Refer family for assistance.
- 5% Assist with interpretation for CHDP case management work with Spanish-speaking families. Some of this may be strictly translation and some may be independent case management in Spanish as directed by the PHN.

PROVIDER ORIENTATION AND TRAINING

- 5% Assist with CHDP orientation and training to providers.
- 5% Respond to inquiries by clients and providers regarding program difficulties (billing, missing authorizations, scheduling appointments) and help to problem-solve.
- 5% Participate in required training by county/state including program and case management, MEDS and EDS Net for provider support.
- 2% Monitor CHDP provider claims on monthly expenditure reports. Follow-up if claim problems noted for specific providers.
- 3% Distribution of CHDP Provider Information Notices, Provider list and state approved brochures to the County Department of Social Services, and information to individuals as directed by the CHDP Deputy Director.

ADMINISTRATIVE SUPPORT

- 15% Receive necessary medical documentation from provider to ensure a complete CHDP PM 160 exam and/or referral as required by the program. Enter into database and give to skilled nursing staff for review.
- 10% Maintain CHDP databases and data entry for case management, analysis and reporting. Assist in preparation of annual CMS plan. Prepare required census reports; prepare quarterly reports for state and budget requirements.

Health Care Program for Children in Foster Care (HCPCFC)

FOSTER CARE PHN—DUTY STATEMENT

(HEALTH PROGRAM MANAGER)

Shelby Stockdale MSN, RN, PHN .15 HCPCFC

This is a skilled nursing position under the direct supervision of the CHDP Deputy Director to assist with medical case management of children placed in foster care. The nurse works closely with Child Welfare Services (CWS) and Probation during out-of-home placement of children 0-18 years old, and those placed in extended Foster Care through AB12, following the Mono County HCPCFC MOU and SOW.

Duties:

CASE MANAGEMENT

- 25% Obtain health information (PM 160s, IZ records, exam reports) for children placed in foster care through CWS or Probation.
- 25% Provide current information to CWS to update health history, health information, and needs in Health Passport for each foster child.
- 10% Provide training and education for professionals and paraprofessionals in agencies, including court system, to increase awareness and interest in health needs for foster children and coordination of care.
- 10% Provide training and education to SCP regarding special health needs, health care and services desired for the foster child. Provide health recommendations to the child's biological parents upon reunification or to the foster child upon emancipation, including health providers and resources.
- 10% Assist social workers in developing the required court plans, for inclusion of health needs if appropriate. Collaborate in preparation of the written plan (usually every 6 months).
- 10% Collaborate with in-county and out-of-county CHDP providers and CHDP staff to identify adequate of providers to see foster care children.
- 10% Maintain a tracking system to follow health care for the foster child in placement and follow up on changes in the health status. Collaborate with the social worker or probation officer.

CHILDREN'S MEDICAL SERVICES PLAN

PERFORMANCE MEASURES

FISCAL YEAR
2020-2021

CHDP Performance Measure 1 - Care Coordination

The degree to which the local CHDP program provides effective care coordination to CHDP eligible children.

Definition: CHDP health assessments may reveal condition(s) requiring follow-up care for diagnosis and treatment. Effective CHDP care coordination is measured by determining the percentage of health condition(s), coded 4 or 5, where follow-up care is initiated¹ within 120 days of local program receipt of the PM 160.

Numerator: Number of conditions, coded 4 or 5, where the follow-up care was initiated within 120 days of receipt of the PM 160.

Denominator: Total number of conditions, coded 4 or 5, on a PM 160, excluding children lost to contact.

Data Source: Local program tracking system.

Reporting Form: FY 2019-2020

| Element | Number of conditions coded 4 or 5 where follow-up care was initiated (Numerator) | Total number of conditions coded 4 or 5, excluding children lost to contact (Denominator) | Percent (%) of conditions where follow-up care was initiated within 120 days |
|--|---|--|---|
| Conditions found on children eligible for Medi-Cal that required follow-up care | 0 | 0 | N/A |
| Conditions found on children eligible for State-funded CHDP services only (Aid code 8Y) that required follow-up care | 0 | 0 | N/A |

¹ Centers for Medicare and Medicaid Services, Publication #45, the State Medicaid Manual, Chapter 5 EPSDT, Section 5310 A <http://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Paper-Based-Manuals-Items/CMS021927.html>

CHDP Performance Measure 2 - New Provider Orientation

The percentage of new CHDP providers with evidence of quality improvement monitoring by the local CHDP program through a New Provider Orientation.

Definition: The number of new CHDP providers (i.e., M.D., D.O., N.P., P.A.) added within the past fiscal year who were oriented by the local program staff.

Numerator: The number of new CHDP providers who completed an orientation within the past fiscal year.

Denominator: The number of new CHDP providers in the county or city (local program) added within the past fiscal year.

Data Source: Local program tracking system.

Reporting Form: FY 2019-2020

| | |
|--|-----|
| Number of New Providers who Completed Orientation (Numerator) | 0 |
| Number of New Providers (Denominator) | 0 |
| Percent (%) of New Providers Oriented | N/A |

CHDP Performance Measure 3 - Provider Site Recertification

The percentage of CHDP provider sites (excludes newly enrolled providers) who have completed recertification within the past fiscal year. Provider site visits may occur for other reasons. These can be documented for workload activities. The purpose of this performance measure is to ensure that all providers are recertified at least once every three (3) years. This performance measure is a benchmark to ensure that providers are recertified using the Facility and Medical Review Tools. These tools ensure that providers maintain CHDP standards for health assessments.

Definition: An office visit which includes a medical record review and a facility review or Critical Element Review with a Managed Care Plan.

Numerator: The number of CHDP provider sites who have completed the Recertification within the past fiscal year using the facility review tool and medical record review tool.

Denominator: The number of active CHDP provider sites in the county/city due for recertification within the fiscal year.

Data Source: Local program tracking system.

Reporting Form: FY 2019-2020

| | |
|---|-----|
| Number of Completed Site Recertifications (Numerator) | 0 |
| Number of Active CHDP Provider Sites Due for Recertification (Denominator) | 1 |
| Percent (%) with Completed Recertifications | 0%* |

*Recertification is currently in progress and is delayed due to the COVID-19 Pandemic.

Optional Workload Data Tracking Form:

(Other reasons for a provider site visit by local program. This identifies workload.)

| Other reasons for provider site visits: | Number of Visits |
|---|-------------------------|
| 1. Provider change in location or practice | 0 |
| 2. Problem resolution such as, but not limited to, billing issues, parental complaints, facility review and/or other issues. ² | 0 |
| 3. Medical record review. | 0 |

| | |
|--|---|
| 4. Office visits for CHDP updates or in-service activities | 0 |
| 5. Other Please Specify: | 0 |

CHDP Performance Measure 4 - Desktop Review: Dental, Lead

Within the past fiscal year, identify the percentage of PM 160s with documentation indicating compliance with the CHDP Periodicity Schedule and Health Assessment Guidelines. Local programs may choose to evaluate the same provider sites over the 5-year Performance Measure cycle or select different provider sites each year.

Definition: A targeted desktop review for three high volume providers within the county/city by determining the percent of PM 160s that have documentation for:

- Referral to a dentist at 1-year exam (12-14 months of age)
- Lead testing or a referral for the test at 1-year exam (12-14 months of age)

Numerator: The number of PM 160 elements recorded correctly per selected providers for the specific ages.

Denominator: The total number of PM 160s reviewed per selected providers for the specific ages.

Data Source: Local program tracking system.

Reporting Form: 2019-2020

| | Dental Referral | | | Lead Test or a Referral | | |
|----------------|-----------------------------|---------------|------|--|---------------|------|
| | Number of PM 160s w/ Dental | Total PM 160s | | Number of PM160s w/ Lead Screening or Referral | Total PM 160s | |
| SP Peds | 0 | 0 | N/A* | 0 | 0 | N/A* |

*Mono County received zero (0) PM-160s from local CHDP providers for FY 2019-2020.

CHDP Performance Measure 5 – Desktop Review: BMI

Within the past fiscal year, identify the percentage of PM 160s with documentation indicating compliance with the CHDP Periodicity Schedule and Health Assessment Guidelines. Local programs may choose to evaluate the same provider sites over the five-year Performance Measure cycle or select different provider sites each year.

Definition: A targeted desktop review for three (3) high volume providers within the county/city by determining the percent of PM 160s that have documentation for:

- Body Mass Index (BMI) Percentile for ages two (2) years and over.
- If BMI Percentile is abnormal, the description of weight status category³ and/or a related diagnosis are listed in the Comments Section.

| BMI percentile | Weight status category |
|--|-------------------------------|
| < 5 th %ile | Underweight |
| 85 th - 94 th %ile | Overweight |
| 95 th - 98 th %ile | Obese |
| ≥ 99 th %ile | Obesity (<i>severe</i>) |

Numerator: The number of PM 160s BMI-related elements correctly documented for ages two (2) years and over.

Denominator: The total number of PM 160s reviewed per selected providers for ages two (2) years and over.

Data Source: Local program tracking system.

³ **CHDP Provider Information Notice No.: 07-13:** Childhood Obesity Implementation Guide from the Expert Committee Recommendations on the Assessment, Prevention and Treatment of Child and Adolescent Overweight and Obesity- 2007.
<http://www.dhcs.ca.gov/services/chdp/Documents/Letters/chdppin0713.pdf>

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Reporting Form: FY 2019-2020

| Provider | BMI percentile recorded on PM 160s for children ages 2 (two) and older | | | If BMI percentile is < 5 %, 85 - 94 %, or ≥ 95 %, abnormal weight status category and/or related diagnosis listed in | | |
|----------------|--|-------------------|------|--|---|------|
| | Number of PM 160s with BMI %ile | Number of PM 160s | | Number of PM 160s with abnormal weight status category/ diagnosis | Number of PM 160s with abnormal weight status reviewed for, diagnosis | |
| SP Peds | 0 | 0 | N/A* | 0 | 0 | N/A* |

*Mono County received zero (0) PM-160s from local CHDP providers for FY 2019-2020.

CHDP Performance Measure 6 - County/City Use of Childhood Obesity Data

| 1. Childhood obesity data shared with CHDP Providers to inform about overweight and obesity prevalence rates: (If yes, underline all that apply) | YES | NO |
|---|-----|-----|
| Presentations, in-services, trainings | | x |
| Newsletters, media outreach----Counseling by Sierra park Pediatrics | | x |
| Provide educational and resource materials related to healthy eating/active living | | x |
| 2. Childhood obesity data shared to support local assistance grants and implementation of multi-sector policy strategies to create healthy eating and active living community environments (Goal 3, California Obesity Prevention Plan 2010): (If yes, underline all that apply) | | |
| Academic: Universities, Academic Institutions, Educators and Researchers Other (Please specify): | | N/A |
| Community Coalitions/Committees: Health Collaboratives/Coalitions – Vision Care | | x |
| Community Planning: City Planners, County Land Use Staff, Built Environmental Groups Other (Please specify): <i>Community Health Needs Assessment Committee</i> | | x |
| Community Programs: Faith-based Groups. YMCA/YWCA, After School programs, Parks and Recreation programs, Child Care, University Cooperative Extension Other (Please specify): <i>Early Start, First 5</i> | | x |
| Health Care: Managed Care Health Plans and Insurers, Hospitals, CCS Program/Special Care Centers, Medical Provider Groups, Medical Societies, Health Associations Other (Please specify): <i>CCS Program</i> | | x |
| Policy Makers: County Board of Supervisors, City Councils, Community Planners, Legislators Other (Please specify): | | x |
| Projects or Funding Entities: First Five Commission, Public and Private Foundations/Endowments/Grants Other (Please specify): | | x |

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| | | |
|---|---|--|
| Public Health Programs: WIC, Foster Care, MCAH, Nutrition Network Funded Projects, Health Officers, Epidemiologists, Program Directors Other (<i>Please specify</i>): | x | |
|---|---|--|

HCPCFC Performance Measure 1 - Care Coordination

The degree to which the local HCPCFC provides effective care coordination to CHDP eligible children.

Definition: CHDP health assessments may reveal condition(s) requiring follow-up care for diagnosis and treatment. Effective HCPCFC care coordination is measured by determining the percentage of health condition(s) coded 4 or 5 where follow-up care is initiated within 120 days of local program receipt of the PM 160.

Numerator: Number of conditions coded 4 or 5 where the follow up care was initiated within 120 days of receipt of the PM 160.

Denominator: Total number of conditions coded 4 or 5 on a PM 160, excluding children lost to contact.

Reporting Form: FY 2019-2020

| | |
|--|------|
| Number of conditions coded 4 or 5 where the follow-up care was initiated within 120 days of receipt of the PM 160. (Numerator) | 0 |
| Total number of conditions coded 4 or 5 on a PM 160, excluding cases lost to no contact. (Denominator) | 0 |
| Percent of conditions coded 4 or 5 where the client received follow-up care within 120 days of receipt of the PM 160. | N/A* |

*Mono County received zero (0) PM-160s from local CHDP providers for FY 2019-2020. All well-child exam reports for foster children were reviewed by HCPCFC PHN and no follow-up care was required.

Data Source: Child Welfare Services Case Management System (CWS/CMS), and county specific data for Probation Department

HCPCFC Performance Measure 2 - Health and Dental Exams for Children in Out-of-Home Placement

The degree to which the local HCPCFC program ensures access to health and dental care services for eligible children according to the CHDP periodicity schedule.

Definition: This measure is based on characteristics that demonstrate the degree to which the PHN in the HCPCFC facilitates access to health and dental services as evidenced by documentation of a health and dental exam in the Health Education Passport.

Numerator 1: Number of children in out-of-home placement with a preventive health exam, according to the CHDP periodicity schedule documented in the Health and Education Passport, and

Numerator 2: Number of children in out-of-home placement with a preventive dental exam, according to the CHDP dental periodicity schedule documented in the Health and Education Passport.

Denominator: Number of children in out-of-home placement during the previous fiscal year supervised by Child Welfare Services or Probation Department.

Reporting Form: FY 2019-2020

| Element | Number of Children with Exams (Numerator) | Number of Children (Denominator) | Percent of Children with Exams |
|---|---|----------------------------------|--------------------------------|
| Number of children in out-of-home placement with a preventive health exam according to the CHDP periodicity schedule documented in the Health and Education Passport. (Numerator) | 7 | 7 | 100% |
| Number of children in out-of-home placement with a preventive dental exam according to the CHDP dental periodicity schedule documented in the Health and Education Passport. | 7 | 7 | 100% |

Data Source/Issue: Child Welfare Services Case Management System (CWS/CMS), and county specific data for Probation Department.

CMS Plan 2018-2019 Fiscal Year Performance Measure Narrative

CHDP Performance Measure 1 – Care Coordination

The local tracking system utilized for this performance measure is a manual review of all PM 160s marked 4 or 5 for the fiscal year 2019-2020. **Due to very low caseload, the COVID-19 Pandemic, and removal of the requirement for Pediatricians to complete the PM 160 form, data was limited for CHDP performance measures. Mono County received zero (0) PM 160 forms for fiscal year 2019-2020.**

As Mono County is an extremely rural county, specialty care most often requires out of county travel of at least 5 hours. Travel out of county can be very difficult at times of the year due to heavy snow fall, road closures, or travel restrictions. Very few specialists practice in Mono County, especially pediatric specialists. We are working with Managed Care Medi-Cal to re-recruit specialists in Inyo and/or Mono County for optometry. Currently there is an ophthalmologist in Inyo County as well as an optometry provider in South Lake Tahoe that accept Medi-Cal. Dental care is provided through Sierra Park Family Dental locally. Children with all other referrals must travel out of the area, often to Los Angeles, Sacramento, Loma Linda, or Orange County.

As many families are at or below the federal poverty level in Mono County, out of county travel and taking time away from job responsibilities have significant financial impact and often families are not able to follow through with the recommended medical care within the 120-day goal of CHDP. Both Managed Care Medi-Cal providers are now able to assist families with transportation to appointments using LogistiCare. We have also found that some specialists have more than a month long wait list that has caused a delay in receiving care.

The Deputy Director is communicating with Managed Care Medi-Cal representatives, Anthem Blue Cross and California Health and Wellness, through quarterly collaborative meetings.

CHDP Performance Measure 2 – New Provider Orientation

There were no new CHDP providers in Mono County for the fiscal year 2019-2020.

CHDP Performance Measure 3 – Provider Recertification

Recertification, due every three years, at Sierra Park Pediatrics was due in September 2020. Recertification of the Sierra Park Pediatric Clinic is in progress and delayed due to the COVID-19 Pandemic.

CHDP Performance Measure 4 – Desktop Review

The local tracking system utilized for this performance measure is a randomly chosen manual review of PM 160s. Mono County received no (0) PM-160s from local CHDP providers for FY 2019-2020.

HCPCFC Performance Measure 1 – Care Coordination

The local tracking system used to gather the data for this performance measure is chart review and review of Health and Education Passports.

HCPCFC Performance Measure 2 – Health and Dental Exams for Children in Out-of-Home Placement

The local tracking system used to gather the data for this performance measure is a chart review and review of Health and Education Passport.

CCS Performance Measures

The degree to which local CCS programs provide effective utilization review and management to eligible CCS children; the local programs will evaluate and rate **each** of the five (5) components as individual indicators of program effectiveness.

The five components for review are:

1. Medical Home
2. Determination of CCS Eligibility
3. Special Care Center
4. Transition Planning
5. Family Participation

CCS Performance Measure 1 – Medical Home

Children enrolled in the CCS Program will have documented Medical homes/primary care providers. The goal is to have 100% compliance.

Definition: Children in the CCS program will have a designated primary care physician and/or a physician who provides a medical home.

Numerator: The total number of children with a completed field with identification of a primary care physician and/or a physician that provides a medical home.

Denominator: The total number of children in the local CCS county program.

Data Source: Sample of 100 charts or 10% of caseload if caseload under 1,000.

Reporting Form: FY 2019-2020

| Number of children with a primary care physician/ Medical Home (Numerator) | Number of children in the local CCS program (Denominator) | Percentage of compliance |
|--|---|---------------------------------|
| 69 | 77 | 89% |

* Note: If county percentage of compliance is under 80%, counties need to submit with the annual report a plan for how they will work to improve this result.

**Source – CMS Business Intelligence Data Portal

CCS Performance Measure 2 – Determination of CCS Program Eligibility

Children referred to CCS have their program eligibility determined within the prescribed guidelines per Title 22, California Code of Regulations, Section 42000, and according to CMS Branch policy. Counties will measure the following:

Numerators:

- a. Medical eligibility within five working days of receipt of all medical documentation necessary to determine whether a CCS-eligible condition exists.
- b. Residential eligibility within 30 days of receipt of documentation needed to make the determination.
- c. Financial eligibility within 30 days of receipt of documentation make the determination.

Denominator: Number of CCS unduplicated new referrals to the CCS program assigned a pending status in the last fiscal year.

Data Source: 10% of the county CCS cases or 100 cases (which ever number is less).

Reporting Form: FY 2019-2020

| MEDICAL ELIGIBILITY | Number of referrals determined medically eligible within 5 days (Numerator) | | Number of new unduplicated referrals (Denominator) | | Percentage of compliance |
|--|--|----------------|---|----------------|--------------------------|
| Medical eligibility determined within 5 days of receipt of all necessary documentation | <i>Data unavailable as we are a dependent county and medical eligibility is determined in SCRO</i> | | | | Unavailable |
| PROGRAM ELIGIBILITY | Number of cases determined eligible within 30 days of receipt of documentation needed to make the determination (Numerator) | | Number of new unduplicated referrals (Denominator) | | Percentage of compliance |
| Financial eligibility determined within 30 days | FSMC/MC 7 | CCS only 12 | FSMC /MC 7 | CCS only 13 | 100% |
| Residential eligibility determined within 30 days | 19 | | 20 | | 95% |

CCS Performance Measure 3 (A & B) – Special Care Center

This Performance Measure is evaluated in two parts.

Part A: Annual Team Report

Definition: This performance measure is based on the CCS requirement for an annual team report for each child enrolled in CCS whose condition requires Special Care Center services and has received an authorization to a Special Care Center. County CCS programs will evaluate this measure by the presence of an annual team conference report in the child's medical file.

Numerator: Number of children that received a Special Care Center authorization and were seen at least annually at the appropriate Special Care Center as evidenced by documentation and completion of the interdisciplinary team report.

Denominator: Number of children enrolled in CCS whose condition as listed in categories defined in Numbered Letter 01-0108 requires CCS Special Care Center services and has received an authorization to a Special Care Center.

Data source: 10% of the county CCS cases authorized to SCC or 100 cases (whichever number is less).

Part B: Referral of a Child to SCC

Definition: This measure is based on the CCS requirement that certain CCS eligible medical conditions require a referral to a CCS Special Care Center for ongoing coordination of services.

Numerator: Number of children in CCS, with medical conditions in the categories as listed in Numbered Letter 01-0108 requiring a Special Care Center Authorization, who actually received an authorization for services.

Denominator: Number of children enrolled in CCS, with medical conditions, requiring Special Care Center Authorizations.

Data source: Counties shall identify and use four or five specific diagnosis categories (cardiac, pulmonary, etc) as listed in the Special Care Center Numbered Letter 01-0108 as it relates to the SCC(s) identified for your client population. The county shall identify one or more diagnostic codes and use the diagnosis codes indicated for the SCC categories selected for this PM.

Mono County Children's Medical Services Plan and Fiscal Guidelines 2020-2021

Reporting Form - Part A: FY 2019-2020

| Category selected (cardiac, pulmonary, etc.) | Number of children with annual team report in client's medical records (Numerator) | Number of children with SCC authorization (Denominator) | Percentage of compliance |
|---|--|---|---------------------------------|
| SCG 02 (except NICU admissions, SCG 04, and SCG 06) | 6 | 6 | 100% |

Reporting Form – Part B: FY 2019-2020

| Category selected (cardiac, pulmonary etc.) | Number of children with authorization to SCC | Number of children with medical conditions that require SCC | Diagnostic Code Chosen | Percentage of compliance |
|--|---|--|-------------------------------|---------------------------------|
| Craniofacial | 5 | 5 | Q35.9, Q30.0, Q17.9 | 100% |
| Endocrine | 3 | 3 | E10.65, E16.2, E06.3 | 100% |
| Spina Bifida | 1 | 1 | Q05.9 | 100% |
| Cardiac | 6 | 6 | 747.10, 746.3 | 100% |

*** Counties may select four (4) to five (5) specific medical conditions as outlined in the SCC NL to use as the basis for clients that should have a referral to a CCS SCC.**

CCS Performance Measure 4 – Transition Planning

Definition: Children, 14 years and older who are expected to have chronic health conditions that will extend past the twenty-first birthday will have documentation of a biannual review for long term transition planning to adulthood.

Numerator: Number of CCS charts for clients 14, 16, 18, or 20 years containing the presence of a Transition Planning Checklist completed by CCS program staff within the past 12 months for children aged 14 years and over whom requires long term transition planning.

- Denominators:**
- a. Number of CCS charts reviewed of clients 14, 16, 18, and 20 years in (10% of children aged 14 and over) whose medical record indicates a condition that requires a transition plan.
 - b. Number of MTP charts reviewed of clients 14, 16, 18, and 20 years in (10% of children aged 14 and over) whose medical record indicates a condition that requires a transition plan.

Data Source: Chart Audit, Completion of Transition Planning Checklist.

* Due to caseload numbers in Los Angeles County, LA County should work with the Regional Office to select an appropriate number of clients to be included in their sample size.

Reporting Form: FY 2019-2020

| | | |
|------------------------------------|--------------------------------------|----------------------------------|
| Number of CCS charts reviewed 2 | Number with transition planning 2 | Percentage of compliance 100% |
| Number of MTP charts reviewed 1 | Number with transition planning 1 | Percentage of compliance 100% |

CCS Performance Measure 5 – Family Participation

The degree to which the CCS program demonstrates family participation.

Definition: This measure is evaluated based on **each** of the following four (4) specific criteria that documents family participation in the CCS program. Counties need to indicate the score based on the level of implementation.

| Checklist documenting family participation in the CCS program. | Yes | No | Comments |
|---|-----|----|---|
| 1. Family members are offered an opportunity to provide feedback regarding their satisfaction with the services received through the CCS program by participation in such areas as surveys, group discussions, or individual consultation. | X | | CCS families are able to provide feedback regarding satisfaction during individual consultation and family-team meetings. |
| 2. Family members participate on advisory committees or task forces and are offered training, mentoring and reimbursement when appropriate. | | x | No advisory committee or task force exists at this time. Previous 2017 survey sent to every CCS family inquiring their interest in participating in committees. 2 out of 81 responses received were interested and thus no committee was created. |
| 3. Family members are participants of the CCS Special Care Center services provided to their child through family participation in SCC team meeting and/or transition planning. | x | | Family given opportunity to participate in SCC meetings. |
| 4. Family advocates, either as private individuals or as part of an agency advocating family centered care, which have experience with children with special health care needs, are contracted or consultants to the CCS program for their expertise. | | x | There are no family resource centers in Mono County. |

Mono County Children’s Medical Services Plan and Fiscal Guidelines 2020-2021

Reporting Form: Year 2019-2020

| Criteria | Performing (25% for each criteria) | Not Performing |
|--|---|-----------------------|
| 1. Feedback | 25% | |
| 2. Advisory Committee | | 25% |
| 3. Special Care Center Family participation | 25% | |
| 4. Resource Center | | 25% |
| Total | 50% | 50% |

**CHILDRENS MEDICAL SERVICES
PLAN
FY 2020-2021
MONO COUNTY
DATA FORMS**

California Children's Services Caseload Summary Form

County: Mono

Fiscal Year: 2019-2020

| | CCS Caseload 0 to 21 Years | A | | B | | 19-20 Caseload | % of Grand Total |
|--|--|-------------------|------------------------|-------------------|------------------------|-------------------|------------------------|
| | | 17-18 Caseload | % of Grand Total | 18-19 Caseload | % of Grand Total | | |
| MEDI-CAL | | | | | | | |
| 1 | Average of Total Open (Active) Medi- Cal Children | 46 | 52.27% | 36 | 69.23% | 173 | 72.68% |
| 2 | Potential Case Medi-Cal | 33 | 32.35% | 3 | 5.76% | 16 | 6.72% |
| 3 | TOTAL MEDI-CAL (Row 1 + Row 2) | 79 | 89.78% | 39 | 75% | 189 | 79.41% |
| NON-MEDI-CAL | | | | | | | |
| HEALTHY FAMILIES (Transitioned to Medi-Cal) | | | | | | | |
| 4 | Average of Total Open (Active) Healthy Families | 0 | 0 | 0 | 0 | 0 | 0 |
| 5 | Potential Cases Healthy Families | 0 | 0 | 0 | 0 | 0 | 0 |
| 6 | Total Healthy Families (Row 4 + Row 5) | 0 | 0 | 0 | 0 | 0 | 0 |
| STRAIGHT CCS | | | | | | | |
| 7 | Average of Total Open (Active) Straight CCS Children | 5 | 5.68% | 10 | 19.23% | 34 | 14.28% |
| 8 | Potential Cases Straight CCS Children | 4 | 4.55% | 3 | 5.76% | 15 | 6.30% |
| 9 | Total Straight CCS (Row 7 + Row 8) | 9 | 10.22% | 13 | 25% | 49 | 20.59% |
| 10 | TOTAL NON MEDI- CAL (Row 6 + Row 9) | 9 | 10.22% | 13 | 25% | 49 | 20.59% |
| GRAND TOTAL | | | | | | | |
| 11 | (Row 3 + Row 10) | 88 | 100% | 52 | 100% | 238 | 100% |

Performance Measure Profile

| | | 2015-16 | | 2016-17 | | 2017-18 | | 2018-19 | | 2019-20 | |
|----------------------------|--|-------------------|--------|------------------|--------|------------------|--------|------------------|--------|------------------|------|
| Performance Measure Number | CHDP | MC | N-MC | MC | N-MC | MC | N-MC | MC | N-MC | MC | N-MC |
| | 1 | 97% | | 94% | | 100% | | N/A | | N/A | |
| | 2 | N/A | | N/A | | N/A | | N/A | | N/A | |
| | 3 | N/A | | 100% | | N/A | | N/A | | 0% | |
| | 4 Average for all three providers | BMI | 100% | BMI | 96% | BMI | 46% | BMI | 98% | BMI | N/A |
| | | Dental | 100% | Dental | 84% | Dental | 200% | Dental | 96% | Dental | N/A |
| | | Lead | 100% | Lead | 100% | Lead | 100% | Lead | 80% | Lead | N/A |
| | 5 | 1. 100% 2. 56% | | 1. 96% 2. 24% | | 1. 46% 2. 25% | | 1. 98% 2. 80% | | 1. N/A 2. N/A | |
| | 6 (Optional) | | | | | | | | | | |
| | E (Optional) | | | | | | | | | | |
| HPCFC 1 | 100% | | 100% | | 100% | | N/A | | N/A | | |
| 2 | Health | 100% | Health | 100% | Health | 100% | Health | 100% | Health | 100% | |
| | Dental | 100% | Dental | 100% | Dental | 100% | Dental | 100% | Dental | 100% | |

CCS Performance Measure Profile

| | 2015-16 | | 2016-17 | | 2017-18 | | 2018-19 | | 2019-20 | |
|------------|---------|------|---------|------|---------|------|---------|------|---------|------|
| CCS | 45% | | 51% | | 58% | | 97% | | 89% | |
| 1 | | | | | | | | | | |
| 2 | MED | N/A | MED | N/A | MED | N/A | MED | N/A | MED | N/A |
| | RES | 100% | RES | 100% | RES | 70% | RES | 100% | RES | 100% |
| | FIN | 100% | FIN | 100% | FIN | 80% | FIN | 100% | FIN | 95% |
| 3 (A) | 88% | | 100% | | 100% | | 100% | | 100% | |
| 3 (B) | 100% | | 100% | | 100% | | 100% | | 100% | |
| 4 | CCS | 100% | CCS | 100% | CCS | 100% | CCS | 100% | CCS | 100% |
| | MTP | n/a | MTP | n/a | MTP | 100% | MTP | 100% | MTP | 100% |
| 5 | 75% | | 50% | | 50% | | 25% | | 50% | |

Mono County Children’s Medical Services Plan and Fiscal Guidelines 2020-2021

CHDP Program Referral Data

Complete this form using the Instructions found on page 4-8 through 4-10.

| County: Mono | | FY 17-18 | | FY 18-19 | | FY 19-20 | |
|--|--|----------|--------------------------------|----------|------------|----------|------------|
| Basic Informing of CHDP Referrals | | | | | | | |
| 1. Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services | | 231 | Transition from HF to Medi-Cal | 378 | | 350 | |
| 2. Total number of cases and recipients in "1" requesting CHDP services | | Cases | Recipients | Cases | Recipients | Cases | Recipients |
| Number of CalWORKs cases/recipients | | 2 | 5 | 17 | N/A | 15 | N/A |
| Number of Foster Care cases/recipients | | 4 | 4 | 6 | 6 | 4 | 4 |
| Number of Medi-Cal only cases/recipients | | 51 | 66 | 355 | | 335 | |
| 3. Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following: | | | | | | | |
| Medical and/or dental services | | 50 | | 0 | | 0 | |
| Medical and/or dental services with scheduling and/or transportation | | 36 | | 0 | | 0 | |
| Information only (optional) | | 21 | | 0 | | 0 | |
| 4. Number of persons who were contacted by telephone, home visit, face-to-face, office visit or written response to outreach letter | | 47 | | 0 | | 0 | |
| Results of Assistance | | | | | | | |
| 5. Number of recipients actually provided scheduling and/or transportation assistance by program staff | | 24 | | 0 | | 0 | |
| 6. Number of recipients in "5" who actually received medical and/or dental services | | 21 | | 0 | | 0 | |

CASES ESTIMATED TO BE AFFECTED BY ON-LINE APPLICATIONS

CHILDRENS MEDICAL SERVICES

PLAN

FY 2020-2021

MONO COUNTY

MEMORANDA OF UNDERSTANDING AND
INTERAGENCY AGREEMENTS

Mono County Children’s Medical Services Plan and Fiscal Guidelines 2020-2021

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IAA) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOU and IAA that are new, have been renewed, or have been revised. For audit purposes, counties and cities should maintain current MOU and IAA on file.

County/City: Mono Fiscal Year 2020-2021

| Title or Name of MOU/IAA | Is this a MOU or an IAA? | Effective Dates From/To | Date Last Reviewed by County/ City | Name of Person Responsible for this MOU/IAA? |
|--|--------------------------|-------------------------|---|--|
| CCS MTP/SELPA DHCS. Per Systems of Care Division: No renewals of IAA MTP until further notice. | IAA | July 2012-2014 | 6/30/14 | Shelby Stockdale BSN, RN, PHN |
| CHDP/DSS | IAA | July 2017-June 2020 | October 2020 *Currently under review | Shelby Stockdale BSN, RN, PHN |
| HCPCFC/CWS & Probation | MOU | July 2017-June 2020 | October 2020 *Currently under review | Shelby Stockdale BSN, RN, PHN |
| | | | | |
| | | | | |

CHILDREN'S MEDICAL SERVICES
CMS PLAN
Fiscal Year 2020-2021

Part III
Budget Forms

**CHDP Administrative Budget Summary
No County/City Match
Fiscal Year 2020-21**

County/City Name: Mono County

| Column | 1 | 2 | 3 | 4 | 5 |
|-------------------------------------|-------------------------|----------------------|-------------------------------------|--------------------------------------|---|
| Category/Line Item | Total Budget (2 + 3) | Total CHDP Budget | Total Medi-Cal Budget (4 + 5) | Enhanced State/Federal (25/75) | Nonenhanced State/Federal (50/50) |
| I. Total Personnel Expenses | \$9,803 | \$0 | \$9,803 | \$1,921 | \$7,882 |
| II. Total Operating Expenses | \$140 | \$0 | \$140 | \$0 | \$140 |
| III. Total Capital Expenses | \$0 | \$0 | \$0 | | \$0 |
| IV. Total Indirect Expenses | \$2,451 | \$0 | \$2,451 | | \$2,451 |
| V. Total Other Expenses | \$0 | \$0 | \$0 | | \$0 |
| Budget Grand Total | \$12,394 | \$0 | \$12,394 | \$1,921 | \$10,473 |

| Column | 1 | 2 | 3 | 4 | 5 |
|----------------------------------|-------------|----------------------|--------------------------|---------------------------|------------------------------|
| Source of Funds | Total Funds | Total CHDP Budget | Total Medi-Cal Budget | Enhanced State/Federal | Nonenhanced State/Federal |
| State General Funds | \$0 | \$0 | | | |
| Medi-Cal Funds: | \$12,394 | | \$12,394 | | |
| State Funds | \$5,717 | | \$5,717 | \$480 | \$5,237 |
| Federal Funds (Title XIX) | \$6,677 | | \$6,677 | \$1,441 | \$5,237 |

| | | | |
|-------------------------|---------------|--------------|--|
| Stephanie Butters | 10/29/2020 | 760-932-5587 | sbutters@mono.ca.gov |
| Prepared By (Signature) | Date Prepared | Phone Number | Email Address |

| | | | |
|---|------------|--------------|--|
| Shelby Stockdale | 10/29/2020 | 760-924-1841 | sstockdale@mono.ca.gov |
| CHDP Director or Deputy Director (Signature) | Date | Phone Number | Email Address |

CHDP Administrative Budget Worksheet
No County/City Match
State and State/Federal
Fiscal Year 2020-21

| Column | 1A | 1B | 1 | 2A | 2 | 3A | 3 | 4A | 4 | 5A | 5 |
|-------------------------------------|----------|---------------|---------------------------------|---------------|-------------------|------------------|-------------------------------|----------|--------------------------------|----------|-----------------------------------|
| Category/Line Item | % or FTE | Annual Salary | Total Budget (1A x 1B or 2 + 3) | CHDP % or FTE | Total CHDP Budget | Total Medi-Cal % | Total Medi-Cal Budget (4 + 5) | % or FTE | Enhanced State/Federal (25/75) | % or FTE | Nonenhanced State/Federal (50/50) |
| Personnel Expenses | | | | | | | | | | | |
| 1. Shelby Stockdale | 3% | \$93,061 | \$2,792 | | | | \$2,792 | 10% | \$279 | 90% | \$2,513 |
| 2. Olivia Mijares-Wilson | 1% | \$56,811 | \$568 | | | | \$568 | 0% | \$0 | 100% | \$568 |
| 3. Stephanie Butters | 1% | \$83,476 | \$835 | | | | \$835 | 0% | \$0 | 100% | \$835 |
| 4. Bryan Wheeler | 1% | \$121,596 | \$1,216 | | | | \$1,216 | | \$0 | 100% | \$1,216 |
| 5. Thomas Boo, M.D. | 1% | \$110,975 | \$1,110 | | | | \$1,110 | 90% | \$999 | 10% | \$111 |
| Total Salaries and Wages | | | \$6,520 | | | | \$6,520 | | \$1,278 | | \$5,242 |
| Less Salary Savings | | | | | | | | | | | |
| Net Salaries and Wages | | | | | | | | | | | |
| Staff Benefits (Specify %) 50.35% | | | \$3,283 | | | | \$3,283 | | \$643 | | \$2,640 |
| I. Total Personnel Expenses | | | \$9,803 | | | | \$9,803 | | \$1,921 | | \$7,882 |
| II. Operating Expenses | | | | | | | | | | | |
| 1. Travel | | | | | | | | | | | |
| 2. Training | | | | | | | | | | | |
| 3. Communications | | | \$100 | | | | \$100 | | | | \$100 |
| 4. Office Supplies | | | \$40 | | | | \$40 | | | | \$40 |
| 5. | | | | | | | | | | | |
| II. Total Operating Expenses | | | \$140 | | | | \$140 | | | | \$140 |
| III. Capital Expenses | | | | | | | | | | | |
| 1. | | | | | | | | | | | |
| 2. | | | | | | | | | | | |
| 3. | | | | | | | | | | | |
| 4. | | | | | | | | | | | |
| 5. | | | | | | | | | | | |
| III. Total Capital Expenses | | | \$0 | | | | \$0 | | | | \$0 |
| IV. Indirect Expenses | | | | | | | | | | | |
| 1. Internal (Specify %) 25.00% | | | \$2,451 | | | | \$2,451 | | | | \$2,451 |
| 2. External (Specify %) 0.00% | | | | | | | | | | | |
| IV. Total Indirect Expenses | | | \$2,451 | | | | \$2,451 | | | | \$2,451 |
| V. Other Expenses | | | | | | | | | | | |
| 1. | | | | | | | | | | | |
| 2. | | | | | | | | | | | |
| 3. | | | | | | | | | | | |
| 4. | | | | | | | | | | | |
| 5. | | | | | | | | | | | |
| V. Total Other Expenses | | | \$0 | | | | \$0 | | | | \$0 |
| Budget Grand Total | | | \$12,394 | | | | \$12,394 | | \$1,921 | | \$10,473 |

| | | | |
|----------------------------------|---------------|--------------|--|
| Stephanbie Butters | 10/29/2020 | 760-932-5587 | sbutters@mono.ca.gov |
| Prepared By (Signature) | Date Prepared | Phone Number | Email Address |
| Shelby Stockdale | 10/29/2020 | 760-924-1841 | sstockdale@mono.ca.gov |
| CHDP Director or Deputy Director | Date | Phone Number | Email Address |



Department of Health Care Services
 Integrated Systems of Care Division
 Health Care Program for Children in Foster Care
 County-City/Federal
 Budget Summary



| | |
|--|----------------------------|
| | County-City/Federal |
|--|----------------------------|

| | | | |
|--------------------------|-------------|---------------------|---------|
| County-City Name: | Mono County | Fiscal Year: | 2020-21 |
|--------------------------|-------------|---------------------|---------|

| Category/Line Item | Total Invoiced | Enhanced County-City/Federal (25/75) | Non-Enhanced County-City/Federal (50/50) |
|------------------------------------|----------------|--|--|
| A | (B = C + D) | C | D |
| I Total Personnel Expenses | \$4,527 | \$3,169 | \$1,358 |
| II Total Operating Expenses | \$0 | \$0 | \$0 |
| III Total Capital Expenses | | | |
| IV Total Indirect Expenses | \$780 | | \$780 |
| V Total Other Expenses | | | |
| Expenditures Grand Total | \$5,307 | \$3,169 | \$2,138 |

| Source of Funds | Total Funds Invoiced | Enhanced County-City/Federal (25/75) | Non-Enhanced County-City/Federal (50/50) |
|----------------------------------|----------------------|--|--|
| E | (F = G + H) | G | H |
| County-City Funds | \$1,861 | \$792 | \$1,069 |
| Federal Funds (Title XIX) | \$3,446 | \$2,377 | \$1,069 |
| Expenditures Grand Total | \$5,307 | \$3,169 | \$2,138 |

| | |
|----------------------------------|-------------|
| Source County-City Funds: | Realignment |
|----------------------------------|-------------|

CERTIFICATION: I hereby certify under penalty of perjury that I am the duly authorized officer of the claimant herein and this claim is in all respects true, correct, and in accordance with the law; that the materials, supplies, or services claimed have been received or performed and were used or performed exclusively in connection with the program; that I have not violated any of the provisions of Section 1090 to 1096 of the Government Code in incurring the items of expense included in this claim; that prior to the end of the quarter for which the claim is submitted, warrants have been issued in payment of all expenditures included in this claim; that payment has not previously been received for the amount claimed herein; and that the original invoices, payrolls, and other vouchers in support of this claim are on file with the county.

| | | | |
|----------------------------|------------|--------------|----------------------|
| Stephanie Butters | 10/28/2020 | 760-932-5587 | sbutters@mono.ca.gov |
| Prepared By (Print & Sign) | Date | Phone Number | E-mail Address |

| | | | |
|---|------------|--------------|------------------------|
| Shelby Stockdale | 10/28/2020 | 760-924-1841 | sstockdale@mono.ca.gov |
| CHDP Director Or Deputy Director (Print & Sign) | Date | Phone Number | E-mail Address |



Department of Health Care Services
 Integrated Systems of Care Division
 Health Care Program for Children in Foster Care
 County-City/Federal
 Budget Worksheet



County-City/Federal

County-City Name: Mono County Fiscal Year: 2020-21

| Column | | | | | 1A | 1B | 1 | 2A | 2 | 3A | 3 |
|-------------------------------------|----------------------|--------|---------------------|-----------|-------|---------------|----------------|--------|--------------------------------------|---------|--|
| Category/Line Item | | | | | % FTE | Annual Salary | Total Budget | % FTE | Enhanced County-City/Federal (25/75) | % FTE | Non-Enhanced County-City/Federal (50/50) |
| I. Personnel Expenses | | | | | | | | | | | |
| # | Last | First | Title | PHN (Y/N) | | | | | | | |
| 1 | Stockdale | Shelby | Health Program Mana | Y | 3.44% | \$93,061 | \$3,203.16 | 70.00% | \$2,242 | 30.00% | \$961 |
| 2 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 3 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 4 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 5 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 6 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 7 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 8 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 9 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 10 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 11 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 12 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 13 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 14 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 15 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 16 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 17 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 18 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 19 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 20 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| Total Number of PHN Staff | | | | 1 | | | | | | | |
| Total FTE PHN Staff | | | | | 0.03% | | | 70.00% | | 30.00% | |
| Total Salaries and Wages | | | | | | | \$3,204 | | \$2,243 | | \$961 |
| Less Salary Savings | | | | | | | \$0 | | \$0 | | \$0 |
| Net Salaries and Wages | | | | | | | \$3,204 | | \$2,243 | | \$961 |
| Staff Benefits (Specify %) | | | | 41.25% | | | \$1,322 | | \$926 | | \$397 |
| I. Total Personnel Expenses | | | | | | | \$4,527 | | \$3,169 | | \$1,358 |
| II. Operating Expenses | | | | | | | | | | | |
| 1 | Travel | | | \$0 | | | \$0 | 0.00% | \$0 | 100.00% | \$0 |
| 2 | Training | | | \$0 | | | \$0 | 0.00% | \$0 | 100.00% | \$0 |
| II. Total Operating Expenses | | | | | | | \$0 | | \$0 | | \$0 |
| III. Capital Expenses | | | | | | | | | | | |
| III. Total Capital Expenses | | | | | | | | | | | |
| IV. Indirect Expenses | | | | | | | | | | | |
| 1 | Internal (Specify %) | | | 17.21% | | | \$780 | | | | \$780 |
| 2 | External | | | | | | | | | | |
| IV. Total Indirect Expenses | | | | | | | \$780 | | | | \$780 |
| V. Other Expenses | | | | | | | | | | | |
| V. Total Other Expenses | | | | | | | | | | | |
| Budget Grand Total | | | | | | | \$5,307 | | \$3,169 | | \$2,138 |

Stephanie Butters 10/28/2020 760-932-5587 sbitters@mono.ca.gov
 Prepared By (Print & Sign) Date Phone Number E-mail Address

Shelby Stockdale 10/28/2020 760-924-1841 sstockdale@mono.ca.gov
 CHDP Director Or Deputy Director (Print & Sign) Date Phone Number E-mail Address



Department of Health Care Services
Integrated Systems of Care Division
Health Care Program for Children in Foster Care
State/Federal
Budget Summary



| | |
|---|-------------|
| Identify State/Federal Funding Source (Base, PMM&O, or Caseload Relief): | Base |
|---|-------------|

| | |
|--------------------------------------|-----------------------------|
| County-City Name: Mono County | Fiscal Year: 2020-21 |
|--------------------------------------|-----------------------------|

| Category/Line Item | Total Budget | Enhanced State/Federal (25/75) | Non-Enhanced State/Federal (50/50) |
|-----------------------------|--------------------|--------------------------------|------------------------------------|
| A | (B = C + D) | C | D |
| I Total Personnel Expenses | \$7,298 | \$5,108 | \$2,190 |
| II Total Operating Expenses | \$0 | \$0 | \$0 |
| III Total Capital Expenses | | | |
| IV Total Indirect Expenses | \$1,256 | | \$1,256 |
| V Total Other Expenses | | | |
| Budget Grand Total | \$8,554 | \$5,108 | \$3,446 |

| Source of Funds | Total Funds | Enhanced State/Federal (25/75) | Non-Enhanced State/Federal (50/50) |
|---------------------------|--------------------|--------------------------------|------------------------------------|
| E | (F = G + H) | G | H |
| State Funds | \$3,000 | \$1,277 | \$1,723 |
| Federal Funds (Title XIX) | \$5,554 | \$3,831 | \$1,723 |
| Budget Grand Total | \$8,554 | \$5,108 | \$3,446 |

| | | | |
|----------------------------|------------|----------------|----------------------|
| Stephanie Butters | 10/28/2020 | (760) 932-5587 | sbutters@mono.ca.gov |
| Prepared By (Print & Sign) | Date | Phone Number | E-mail Address |

| | | | |
|---|------------|----------------|------------------------|
| Shelby Stockdale | 10/28/2020 | (760) 924-1841 | sstockdale@mono.ca.gov |
| CHDP Director Or Deputy Director (Print & Sign) | Date | Phone Number | E-mail Address |



Department of Health Care Services
 Integrated Systems of Care Division
 Health Care Program for Children in Foster Care
 State/Federal
 Budget Worksheet



Identify State/Federal Funding Source (Base, PMM&O, or Caseload Relief): Base

County-City Name: Mono County Fiscal Year: 2020-21

| Column | | | | | 1A | 1B | 1 | 2A | 2 | 3A | 3 |
|-------------------------------------|----------------------|--------|----------------------|-----------|-------|---------------|----------------|--------|--------------------------------|---------|------------------------------------|
| Category/Line Item | | | | | % FTE | Annual Salary | Total Budget | % FTE | Enhanced State/Federal (25/75) | % FTE | Non-Enhanced State/Federal (50/50) |
| I. Personnel Expenses | | | | | | | | | | | |
| # | Last | First | Title | PHN (Y/N) | | | | | | | |
| 1 | Stockdale | Shelby | Health Program Manag | Y | 5.55% | \$93,061 | \$5,164.89 | 70.00% | \$3,615 | 30.00% | \$1,549 |
| 2 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 3 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 4 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 5 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 6 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 7 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 8 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 9 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 10 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 11 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 12 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 13 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 14 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 15 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 16 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 17 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 18 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 19 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| 20 | | | | | | \$0 | \$0.00 | | \$0 | 100.00% | \$0 |
| Total Number of PHN Staff | | | | 1 | | | | | | | |
| Total FTE PHN Staff | | | | | 0.06% | | | 70.00% | | 30.00% | |
| Total Salaries and Wages | | | | | | | \$5,165 | | \$3,616 | | \$1,550 |
| Less Salary Savings | | | | | | | \$0 | | \$0 | | \$0 |
| Net Salaries and Wages | | | | | | | \$5,165 | | \$3,616 | | \$1,550 |
| Staff Benefits (Specify %) | | | | 41.25% | | | \$2,131 | | \$1,492 | | \$640 |
| I. Total Personnel Expenses | | | | | | | \$7,298 | | \$5,108 | | \$2,190 |
| II. Operating Expenses | | | | | | | | | | | |
| 1 | Travel | | | \$0 | | | \$0 | 0.00% | \$0 | 100.00% | \$0 |
| 2 | Training | | | \$0 | | | \$0 | 0.00% | \$0 | 100.00% | \$0 |
| II. Total Operating Expenses | | | | | | | \$0 | | \$0 | | \$0 |
| III. Capital Expenses | | | | | | | | | | | |
| III. Total Capital Expenses | | | | | | | | | | | |
| IV. Indirect Expenses | | | | | | | | | | | |
| 1 | Internal (Specify %) | | | 17.21% | | | \$1,256 | | | | \$1,256 |
| 2 | External | | | | | | | | | | |
| IV. Total Indirect Expenses | | | | | | | \$1,256 | | | | \$1,256 |
| V. Other Expenses | | | | | | | | | | | |
| V. Total Other Expenses | | | | | | | | | | | |
| Budget Grand Total | | | | | | | \$8,554 | | \$5,108 | | \$3,446 |

Stephanie Butters 10/28/2020 (760) 932-5587 sbutters@mono.ca.gov
 Prepared By (Print & Sign) Date Phone Number E-mail Address

Shelby Stockdale 10/28/2020 (760) 924-1841 sstockdale@mono.ca.gov
 CHDP Director Or Deputy Director (Print & Sign) Date Phone Number E-mail Address

| CCS CASELOAD | Actual Caseload | Percent of Total CCS Caseload |
|--|-----------------|-------------------------------|
| STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children | 8 | 11.27% |
| OTLICP - Total Cases of Open (Active) OTLICP Children | 16 | 22.54% |
| MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children | 47 | 66.20% |
| TOTAL CCS CASELOAD | 71 | 100% |

CCS Administrative Baseline Budget Summary

Fiscal Year: 2020-21
County: Mono

| | Col 1 = Col 2+3+4 | Straight CCS | OTLICP | Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6) | | |
|------------------------------------|-------------------|-----------------------------------|--|--|---|---|
| Column | 1 | 2 | 3 | 4 | 5 | 6 |
| Category/Line Item | Total Budget | Straight CCS County/State (50/50) | Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (11.75/11.75/76.5) | Medi-Cal State/Federal | Enhanced Medi-Cal State/Federal (25/75) | Non-Enhanced Medi-Cal State/Federal (50/50) |
| I. Total Personnel Expense | 162,024 | 18,257 | 36,512 | 107,256 | 35,816 | 71,440 |
| II. Total Operating Expense | 30,239 | 3,407 | 6,814 | 20,018 | 88 | 19,930 |
| III. Total Capital Expense | 0 | 0 | 0 | 0 | | 0 |
| IV. Total Indirect Expense | 40,506 | 4,564 | 9,128 | 26,814 | | 26,814 |
| V. Total Other Expense | 2,112 | 238 | 476 | 1,398 | | 1,398 |
| Budget Grand Total | 234,881 | 26,466 | 52,930 | 155,486 | 35,904 | 119,582 |

| | Col 1 = Col 2+3+4 | Straight CCS | OTLICP | Medi-Cal (non-OTLICP) (Column 4 = Columns 5 + 6) | | |
|--|-------------------|-----------------------------------|--|--|---|---|
| Column | 1 | 2 | 3 | 4 | 5 | 6 |
| Source of Funds | Total Budget | Straight CCS County/State (50/50) | Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (11.75/11.75/76.5) | Medi-Cal State/Federal | Enhanced Medi-Cal State/Federal (25/75) | Non-Enhanced Medi-Cal State/Federal (50/50) |
| Straight CCS | | | | | | |
| State Allocation of \$24,134 | 13,233 | 13,233 | | | | |
| County | 13,233 | 13,233 | | | | |
| OTLICP | | | | | | |
| State Allocation of \$16,062 | 6,219 | | 6,219 | | | |
| County | 6,219 | | 6,219 | | | |
| Federal (Title XXI) Allocation of \$50,019 | 40,492 | | 40,492 | | | |
| Medi-Cal | | | | | | |
| State Allocation of \$49,086 | 38,519 | | | 38,519 | 8,976 | 29,543 |
| Federal (Title XIX) Allocation of \$59,086 | 56,471 | | | 56,471 | 26,928 | 29,543 |

Prepared By (Signature) Stephanie Butters Prepared By (Printed Name) Stephanie Butters Email Address sbutters@mono.ca.gov

CCS Administrator (Signature) Shelby Stockdale CCS Administrator (Printed Name) Shelby Stockdale Email Address sstockdale@mono.ca.gov

| CCS CASELOAD | Actual Caseload | Percent of Total CCS Caseload |
|---|-----------------|-------------------------------|
| STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children | 8 | 11.27% |
| OTLICP - Total Cases of Open (Active) OTLICP Children | 16 | 22.54% |
| MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children | 47 | 66.20% |
| TOTAL CCS CASELOAD | 71 | 100% |

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2020-21

County: Mono

| Column | | | | Straight CCS | | Optional Targeted Low Income Children's Program (OTLICP) | | Medi-Cal (Non-OTLICP) | | | | | |
|--|--------|---------------|-----------------------------------|--------------|-----------------------------------|--|--|-----------------------|------------------------|----------------|---|--------------------|---|
| | 1 | 2 | 3 | 4A | 4 | 5A | 5 | 6A | 6 | 7A | 7 | 8A | 8 |
| Category/Line Item | % FTE | Annual Salary | Total Budget (1 x 2 or 4 + 5 + 6) | Caseload % | Straight CCS County/State (50/50) | Caseload % | Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (11.75/11.75/76.5) | Caseload % | Medi-Cal State/Federal | Enhanced % FTE | Enhanced Medi-Cal State/Federal (25/75) | Non-Enhanced % FTE | Non-Enhanced Medi-Cal State/Federal (50/50) |
| I. Personnel Expense | | | | | | | | | | | | | |
| Program Administration | | | | | | | | | | | | | |
| 1. Shelby Stockdale, Health Program Manager | 8.00% | 93,061 | 7,445 | 11.27% | 839 | 22.54% | 1,678 | 66.20% | 4,928 | | | 100.00% | 4,928 |
| 2. Stephanie Butters, Fiscal & Administrative Officer | 2.50% | 83,476 | 2,087 | 11.27% | 235 | 22.54% | 470 | 66.20% | 1,382 | | | 100.00% | 1,382 |
| 3. Bryan Wheeler, Public Health Director | 1.00% | 121,596 | 1,216 | 11.27% | 137 | 22.54% | 274 | 66.20% | 805 | | | 100.00% | 805 |
| 4. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | 100.00% | 0 |
| 5. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | 100.00% | 0 |
| Subtotal | | 298,133 | 10,748 | | 1,211 | | 2,422 | | 7,115 | | | | 7,115 |
| Medical Case Management | | | | | | | | | | | | | |
| 1. Shelby Stockdale, Health Program Manager | 45.00% | 93,061 | 41,877 | 11.27% | 4,719 | 22.54% | 9,437 | 66.20% | 27,721 | 85.00% | 23,563 | 15.00% | 4,158 |
| 2. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| 3. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| 4. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| 5. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| 6. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| 7. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| 8. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| Subtotal | | 93,061 | 41,877 | | 4,719 | | 9,437 | | 27,721 | | 23,563 | | 4,158 |
| Other Health Care Professionals | | | | | | | | | | | | | |
| 1. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| 2. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| 3. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| Subtotal | | 0 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 |
| Ancillary Support | | | | | | | | | | | | | |
| 1. Olivia Mijares-Wilson, Community Health Outreach Specialist | 95.00% | 56,811 | 53,970 | 11.27% | 6,081 | 22.54% | 12,162 | 66.20% | 35,727 | | | 100.00% | 35,727 |
| 2. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | 100.00% | 0 |
| 3. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | 100.00% | 0 |
| 4. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | 100.00% | 0 |
| 5. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | 100.00% | 0 |
| Subtotal | | 56,811 | 53,970 | | 6,081 | | 12,162 | | 35,727 | | | | 35,727 |
| Clerical and Claims Support | | | | | | | | | | | | | |
| 1. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| 2. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| 3. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| 4. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| 5. Employee Name, Position | 0.00% | 0 | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 0.00% | 0 | 100.00% | 0 |
| Subtotal | | 0 | 0 | | 0 | | 0 | | 0 | | 0 | | 0 |

| CCS CASELOAD | Actual Caseload | Percent of Total CCS Caseload |
|---|-----------------|-------------------------------|
| STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children | 8 | 11.27% |
| OTLICP - Total Cases of Open (Active) OTLICP Children | 16 | 22.54% |
| MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children | 47 | 66.20% |
| TOTAL CCS CASELOAD | 71 | 100% |

CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2020-21

County: Mono

| Column | | | | Straight CCS | | Optional Targeted Low Income Children's Program (OTLICP) | | Medi-Cal (Non-OTLICP) | | | | | |
|------------------------------------|--------|---------------|-----------------------------------|--------------|-----------------------------------|--|--|-----------------------|------------------------|----------------|---|--------------------|---|
| | 1 | 2 | 3 | 4A | 4 | 5A | 5 | 6A | 6 | 7A | 7 | 8A | 8 |
| Category/Line Item | % FTE | Annual Salary | Total Budget (1 x 2 or 4 + 5 + 6) | Caseload % | Straight CCS County/State (50/50) | Caseload % | Optional Targeted Low Income Children's Program (OTLICP) Co/State/Fed (11.75/11.75/76.5) | Caseload % | Medi-Cal State/Federal | Enhanced % FTE | Enhanced Medi-Cal State/Federal (25/75) | Non-Enhanced % FTE | Non-Enhanced Medi-Cal State/Federal (50/50) |
| Total Salaries and Wages | | | 106,595 | 11.27% | 12,011 | 22.54% | 24,021 | 66.20% | 70,563 | 33.39% | 23,563 | 66.61% | 47,000 |
| Staff Benefits (Specify %) | 52.00% | | 55,429 | 11.27% | 6,246 | 22.54% | 12,491 | 66.20% | 36,693 | | 12,253 | | 24,440 |
| I. Total Personnel Expense | | | 162,024 | 11.27% | 18,257 | 22.54% | 36,512 | 66.20% | 107,256 | | 35,816 | | 71,440 |
| II. Operating Expense | | | | | | | | | | | | | |
| 1. Travel | | | 400 | 11.27% | 45 | 22.54% | 90 | 66.20% | 265 | 33.39% | 88 | 66.61% | 177 |
| 2. Training | | | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | 33.39% | 0 | 66.61% | 0 |
| 3. Communications | | | 1,750 | 11.27% | 197 | 22.54% | 394 | 66.20% | 1,158 | | | 100.00% | 1,158 |
| 4. Insurance | | | 14,035 | 11.27% | 1,581 | 22.54% | 3,163 | 66.20% | 9,291 | | | 100.00% | 9,291 |
| 5. Consumable Office Supplies | | | 300 | 11.27% | 34 | 22.54% | 68 | 66.20% | 199 | | | 100.00% | 199 |
| 6. Rent | | | 13,754 | 11.27% | 1,550 | 22.54% | 3,099 | 66.20% | 9,105 | | | 100.00% | 9,105 |
| 7. | | | | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | 100.00% | 0 |
| II. Total Operating Expense | | | 30,239 | | 3,407 | | 6,814 | | 20,018 | | 88 | | 19,930 |
| III. Capital Expense | | | | | | | | | | | | | |
| 1. | | | | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | | 0 |
| 2. | | | | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | | 0 |
| 3. | | | | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | | 0 |
| III. Total Capital Expense | | | 0 | | 0 | | 0 | | 0 | | | | 0 |
| IV. Indirect Expense | | | | | | | | | | | | | |
| 1. Indirect Cost Rate | 25.00% | | 40,506 | 11.27% | 4,564 | 22.54% | 9,128 | 66.20% | 26,814 | | | 100.00% | 26,814 |
| | | | 0 | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | 100.00% | 0 |
| IV. Total Indirect Expense | | | 40,506 | | 4,564 | | 9,128 | | 26,814 | | | | 26,814 |
| V. Other Expense | | | | | | | | | | | | | |
| 1. Maintenance & Transportation | | | 2,112 | 11.27% | 238 | 22.54% | 476 | 66.20% | 1,398 | | | 100.00% | 1,398 |
| 2. | | | | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | 100.00% | 0 |
| 3. | | | | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | 100.00% | 0 |
| 4. | | | | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | 100.00% | 0 |
| 5. | | | | 11.27% | 0 | 22.54% | 0 | 66.20% | 0 | | | 100.00% | 0 |
| V. Total Other Expense | | | 2,112 | | 238 | | 476 | | 1,398 | | | | 1,398 |
| Budget Grand Total | | | 234,881 | | 26,466 | | 52,930 | | 155,486 | | 35,904 | | 119,582 |

Prepared By (Signature) Stephanie Butters Date Prepared 10/28/2020 Phone Number 760-932-5587

CCS Administrator (Signature) Shelby Stockdale Date Signed 10/28/2020 Phone Number 760-924-1841

Certification Statement - California Children's Services (CCS)

County/City: Mono Fiscal Year: 2020 - 2021

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Shelby Stockdale

Signature of CCS Administrator

10/29/2020

Date Signed


Bryan Wheeler (Oct 29, 2020 09:10 PDT)

Signature of Director or Health Officer

Oct 29, 2020

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 17, 2020

Departments: Probation

TIME REQUIRED

SUBJECT Resolution Authorizing the Mono
County Community Corrections
Partnership (CCP) Executive
Committee's Submission of the
Realignment Implementation Plan

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving the Mono County Community Corrections Partnership Realignment Report and Implementation Plan for submission to the Board of State and Community Corrections.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

Counties are eligible to receive funding if they submit an updated Community Corrections Partnership plan and a report to the Board of State and Community Corrections by December 15, 2020.

CONTACT NAME: Karin Humiston

PHONE/EMAIL: 760-932-5572 / jlmills@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|------------------------------|
| Click to download |
| Staff Report |
| Resolution |

History

Time

Who

Approval

| | | |
|---------------------|------------------------------|-----|
| 11/10/2020 5:57 PM | County Administrative Office | Yes |
| 11/11/2020 8:11 AM | County Counsel | Yes |
| 11/12/2020 11:55 AM | Finance | Yes |



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

probation@mono.ca.gov

Mark Magit
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

November 10, 2020

TO: Honorable Board of Supervisors

FROM: K.S. Humiston

SUBJECT: Mono County Community Corrections Partnership Realignment Report and Implementation Plan

RECOMMENDATION:

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

DISCUSSION:

Senate Bill 74 Budget Act of 2020 contains a new requirement for counties to submit an updated Community Corrections Partnership Plan to the Board of State and Community Corrections by December 15, 2020 along with the Community Corrections Partnership Survey to be eligible to receive funding. The updated plan must be accepted by the county Board of Supervisors pursuant to Section 1230.1 of the Penal Code. The Realignment Report and Implementation Plan was presented to the Board of Supervisors at their regular meeting November 3, 2020. This resolution will evidence the acceptance of the plan by the Board.

FISCAL IMPACT:

Eligibility for the CCP Implementation Grant funding.



R20-__

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

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

WHEREAS, pursuant to Penal Code 1230.1(b), the Mono County Community Corrections Partnership Executive Committee voted to approve the Realignment Report and the Implementation Plan on August 26, 2020; and

WHEREAS, the Community Corrections Partnership presented the Realignment Report and the Implementation Plan on November 3, 2020 to the Board of Supervisors; and

WHEREAS, Senate Bill 74 Budget Act of 2020, Chapter 6 Corrections and Rehabilitation 5227-105-0001 For local assistance, Board of State and Community Corrections provisions state that *Counties are eligible to receive funding if they submit an updated Community Corrections Partnership plan and a report to the Board of State and Community Corrections by December 15, 2020, that provides information about the actual implementation of the 2019-20 Community Corrections Partnership plan accepted by the county Board of Supervisors pursuant to Section 1230.1 of the Penal Code. The report shall include, but not be limited to, progress in achieving outcome measures as identified in the plan or otherwise available. Additionally, the report shall include plans for the 2020-21 allocation of funds, including future outcome measures, programs and services, and funding priorities as identified in the plan accepted by the county Board of Supervisors.*

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono approves the Mono County Community Corrections Partnership Realignment Report and Plan for submission to the Board of State and Community Corrections.

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PASSED, APPROVED and ADOPTED this 17th day of November 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 17, 2020

TIME REQUIRED

SUBJECT

Federal Energy Regulatory
Commission (FERC) Letter re: Poole
Powerhouse Penstock Repair

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A letter from Frank L. Blackett, P.E., Federal Energy Regulatory Commission Regional Engineer, to James A. Buerkle, Southern California Edison Company Director of Generation, in response to a letter from Wayne Allen responding to comments on the Poole Penstock Proposed Repair Plan, which is part of the Lee Vining Creek Project, FERC No. 1388.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| <p>Click to download</p> <p> Letter</p> |
|---|

History

| Time | Who | Approval |
|---------------------|------------------------------|----------|
| 11/10/2020 5:42 PM | County Administrative Office | Yes |
| 11/11/2020 8:10 AM | County Counsel | Yes |
| 11/12/2020 11:46 AM | Finance | Yes |

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

RECEIVED

NOV - 9 2020

October 28, 2020

OFFICE OF THE CLERK

In reply refer to:
Project No. 1388-CA

Mr. James A. Buerkle
Director of Generation
Southern California Edison (SCE) Company
1515 Walnut Grove Ave
Rosemead, CA 91770-3710

Re: Work Authorization Request – Poole Powerhouse Penstock Repair, FERC Project
1388

Dear Mr. Buerkle:

This is in response to a letter dated October 22, 2020 from Mr. Wayne Allen that responded to our comments on the Poole Penstock Proposed Repair Plan downstream of Rhinedollar dam, which is part of the Lee Vining Creek Project, FERC No. 1388. We have reviewed the responses and they are acceptable. SCE is authorized to immediately proceed with the repairs.

SCE is responsible for ensuring completion of any necessary environmental coordination with resource agencies as well as the procurement of any federal, state, or local permits required for the repairs.

Upon completion of the repairs, please notify this office and submit a brief report summarizing the repairs and include testing results and any unusual conditions or items that are important to document for future reference.

We appreciate your continued efforts in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Rakesh Saigal at (415) 369-3317.

Sincerely,

A handwritten signature in cursive script that reads "Frank L. Blackett".

Frank L. Blackett, P.E.
Regional Engineer



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 17, 2020

TIME REQUIRED

SUBJECT Southern California Edison (SCE)
Notice of Filing re: Application to
Establish Marginal Costs, Allocate
Revenues, and Design Rates

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

On October 23, 2020, Southern California Edison Company (SCE) filed its Application to Establish Marginal Costs, Allocate Revenues, and Design Rates with the California Public Utilities Commission (CPUC). The CPUC has assigned Docket Number A.20-10-012.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---|
| <p>Click to download</p> <p> Letter</p> |
|---|

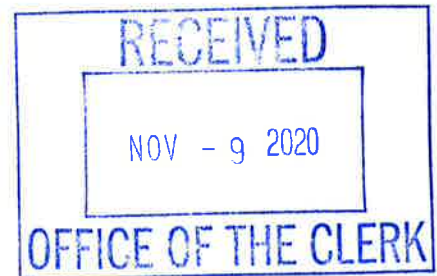
History

| Time | Who | Approval |
|---------------------|------------------------------|----------|
| 11/10/2020 5:42 PM | County Administrative Office | Yes |
| 11/11/2020 8:12 AM | County Counsel | Yes |
| 11/12/2020 11:46 AM | Finance | Yes |

RECEIVED
NOV 03 2020
MONO COUNTY COUNSEL

Gloria Ing
Senior Attorney
Gloria.Ing@sce.com

October 28, 2020



Re: Southern California Edison Company's Notice of Filing:
Application to Establish Marginal Costs, Allocate Revenues,
and Design Rates (A.20-10-012)

To Whom It May Concern:

On October 23, 2020, Southern California Edison Company (SCE) filed its Application to Establish Marginal Costs, Allocate Revenues, and Design Rates with the California Public Utilities Commission (CPUC). The CPUC has assigned Docket Number A.20-10-012.

The enclosed notice is being published in a newspaper of general circulation in every county within SCE's service territory, and is to be included as a bill notice provided to every SCE customer. To obtain more detailed information, you may view or download a copy of SCE's filing and supporting testimony on our website, at www.sce.com/applications. You may also request a print copy of these documents from SCE at the address listed in the enclosed notice.

Very truly yours,

/s/ Gloria Ing

Gloria Ing

Enclosure

Para obtener información sobre como este cambio afectará su factura y/o una copia de esta notificación en español visite <http://www.sce.com/avisos>.

Para más información en cómo este cambio impactará su factura, llame al 1-800-798-5723.

NOTICE OF APPLICATION
Southern California Edison Company's Request to Change Electric Rates
Application A.20-10-012

Why am I receiving this notice?

On October 23, 2020, Southern California Edison (SCE) filed its General Rate Case (GRC) Phase 2 Application (A.20-10-012). In this application, SCE is proposing to adopt rates that more accurately reflect what it costs to serve each customer class. This results in rates increasing for some customer classes and decreasing for other customer classes; no new costs are being proposed in this Phase 2 Application.

If the CPUC approves this application, SCE will recover forecasted costs in electric rates over a 4-year period beginning the second quarter of 2022. This will impact your monthly bill.

Why is SCE requesting this rate revision?

In the second phase of the General Rate Case, rates are designed by dividing approved electric costs among each customer class (residential, commercial, etc.). There are no new costs proposed in this Phase 2 application. This application will redesign rates by incorporating rate changes from other SCE proceedings including SCE's Phase 1 General Rate Case and would be phased in over four years.

How could this affect my monthly electric rates?

If SCE's rate request is approved by the CPUC, the average residential non-CARE monthly bill using 500 kWh per month would increase by approximately \$1.18 or 1.1% per month.

Proposed Electric Rates

| Customer Classification | Average Rates as of June 2020 ^[1] (cents/kWh) | Proposed Average Rates (cents/kWh) | Average Rate Change (cents/kWh) | Percentage Rate Change (% Increase) |
|-----------------------------------|--|------------------------------------|---------------------------------|-------------------------------------|
| Residential | 20.2 cents/kWh | 20.6 cents/kWh | 0.4 cents/kWh | 2.0% |
| Lighting — Small and Medium Power | 19.4 cents/kWh | 18.3 cents/kWh | -1.1 cents/kWh | -5.7% |
| Large Power | 13.7 cents/kWh | 14.2 cents/kWh | 0.5 cents/kWh | 3.6% |
| Agricultural | 15.4 cents/kWh | 14.9 cents/kWh | -0.5 cents/kWh | -3.2% |
| Street Lighting | 20.4 cents/kWh | 27.3 cents/kWh | 6.9 cents/kWh | 33.8% |
| Standby | 11.6 cents/kWh | 12.2 cents/kWh | 0.6 cents/kWh | 5.2% |
| Total | 18.1 cents/kWh | 18.1 cents/kWh | 0.0 cents/kWh | 0.0% |

^[1] June 1, 2020 rates with 2021 sales forecast

How does the rest of this process work?

This application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt SCE's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding are currently reviewing SCE's application, including the Public Advocates Office, which is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information regarding the Public Advocates Office, please call **1-415-703-1584**, email PublicAdvocatesOffice@cpuc.ca.gov, or visit PublicAdvocates.cpuc.ca.gov.

Where can I get more information?**Contact SCE:**

Phone: 1-800-655-4555

Email: scegrc@sce.com

Mail: Southern California Edison Company
Attention: Case Administration
A.20-10-012 – GRC, Phase 2
P.O. Box 800
Rosemead, CA 91770

A copy of the Application and any related documents may also be reviewed at www.sce.com/applications.

Contact CPUC

Please visit cpuc.ca.gov/A2010012comments to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding.

Your participation by providing your thoughts on SCE's request can help the CPUC make an informed decision.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Phone: **1-866-849-8390** (toll-free) or **1-415-703-2074**

Email: Public.Advisor@cpuc.ca.gov

Mail: CPUC Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102

Please reference **Application A.20-10-012** in any communications you have with the CPUC regarding this matter.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 17, 2020

Departments: Behavioral Health

TIME REQUIRED 40 minutes (20 minute presentation,
20 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Amanda Greenberg, Robin Roberts

SUBJECT Behavioral Health Department
Update on Permanent Supportive
Housing Project and Termination of
Predevelopment Loan Agreement

AGENDA DESCRIPTION:

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

Staff Presentation by Mono County Behavioral Health Department on Permanent Supportive Housing Project and Approval of Agreement Terminating Predevelopment Loan Agreement with Integrity Housing.

RECOMMENDED ACTION:

- (1) Receive staff presentation on Mono County Behavioral Health Department ("MCBH") Permanent Supportive Housing Project, including possible participation of County in Phase 1 of the Town of Mammoth Lakes' Parcel Project ("Project");
- (2) Approve and authorize the County Administrative Officer to execute agreement with Affordable Housing Alliance II, Inc., dba Integrity Housing, terminating Predevelopment Loan Agreement;
- (3) Direct MCBH staff and consultants to prepare an agreement with Pacific West Communities, Inc. for the construction of the Project as part of the Town of Mammoth Lakes' Parcel Project;
- (4) Adopt resolutions authorizing the County's participation in the No Place Like Home Program [Non-Competitive] and No Place Like Home Program [Competitive]; and
- (5) Provide any desired direction to staff.

FISCAL IMPACT:

None at this time. Terminating the Predevelopment Loan Agreement with Integrity Housing will unencumber \$330,021 for potential future commitment pursuant to an agreement with Pacific West Communities, Inc; and the No Place Like Home resolutions will allow MCBH (in conjunction with developer) to apply for \$500,000 in non-competitive funds and up to \$2,000,000 in competitive funds.

CONTACT NAME: Amanda Greenberg

PHONE/EMAIL: 760-924-1754 / agreenberg@mono.ca.gov

SEND COPIES TO:

agreenberg@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| Click to download |
|---|
| Staff Report Jason |
| Termination of Predevelopment Loan Agreement with Integrity Housing |
| Resolution for Competitive NPLH Program |
| Resolution for Non-Competitive NPLH Program |

History

| Time | Who | Approval |
|---------------------|------------------------------|----------|
| 11/10/2020 5:44 PM | County Administrative Office | Yes |
| 11/11/2020 12:59 PM | County Counsel | Yes |
| 11/12/2020 4:17 PM | Finance | Yes |



MONO COUNTY BEHAVIORAL HEALTH

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: Amanda Greenberg, Program Manager

DATE: November 17, 2020

RE: Behavioral Health Department Update on Permanent Supportive Housing Project and Termination of Predevelopment Loan Agreement

Recommended Action

- (1) Receive staff presentation on Mono County Behavioral Health Department ("MCBH") Permanent Supportive Housing Project, including possible participation of County in Phase 1 of the Town of Mammoth Lakes' Parcel Project ("Project");
- (2) Approve and authorize the County Administrative Officer to execute agreement with Affordable Housing Alliance II, Inc., dba Integrity Housing, terminating Predevelopment Loan Agreement;
- (3) Direct MCBH staff and consultants to prepare an agreement with Pacific West Communities, Inc. for the construction of the Project as part of the Town of Mammoth Lakes' Parcel Project;
- (4) Adopt resolutions authorizing the County's participation in the No Place Like Home Program [Non-Competitive] and No Place Like Home Program [Competitive]; and
- (5) Provide any desired direction to staff.

Fiscal Impact

None at this time. Terminating the Predevelopment Loan Agreement with Integrity Housing will unencumber \$330,021 for potential future commitment pursuant to an agreement with Pacific West Communities, Inc; and the No Place Like Home resolutions will allow MCBH (in conjunction with developer) to apply for \$500,000 in non-competitive funds and up to \$2,000,000 in competitive funds.

Background

For the last three years, MCBH has worked steadily toward the development of an integrated affordable housing and permanent supportive housing project in the Town of Mammoth Lakes. Over the last two years, MCBH has worked with Affordable Housing Alliance II, Inc., dba Integrity Housing, a non-profit affordable housing developer selected through an RFQ process, to identify a site for this housing project in the Town of Mammoth Lakes. In spring 2020, County staff developed a predevelopment loan agreement with Integrity Housing for the performance of activities and preparation of materials related to, among other things, site selection and securitization, obtaining approvals and entitlements, and plans and specification for the Project. This agreement was approved by the Mono County Board of Supervisors in June 2020.

After continuing to have significant difficulty identifying a viable site, the County was approached by Town staff about the potential of partnering on Phase I of The Parcel Project, which is a planned

Mono County Board of Supervisors

RE: Behavioral Health Department Update on Permanent Supportive Housing Project and
Termination of Predevelopment Loan Agreement

November 17, 2020

Page 2 of 2

affordable housing development in Mammoth Lakes on land owned by the Town. The Town has chosen Pacific West Communities, Inc., a well-respected affordable housing developer, to develop the Parcel Project. On November 4, the Mammoth Lakes Town Council directed Town staff to work with the County on a partnership that envisioned the Project becoming a part of Phase I of The Parcel Project. Pending Mono County Board of Supervisor approval, the County proposes to terminate its predevelopment loan agreement with Integrity Housing and pursue a partnership with the Town and Pacific West Communities, Inc in lieu of partnering with Integrity Housing. In light of the difficulty of identifying a viable site for the Project in Mammoth Lakes, Integrity Housing is amenable to terminating the predevelopment loan agreement.

Pacific West Communities, Inc brings significant expertise in affordable housing and permanent supportive housing to this collaborative project. Additionally, the company has successfully applied for both competitive and non-competitive allocations for the No Place Like Home grant program. The resolutions brought to your Board today will authorize participation in both arms of this grant program.

If you have any questions regarding this agenda, please contact Amanda Greenberg, Mono County Behavioral Health Department Program Manager at (760) 924-1754 or agreenberg@mono.ca.gov.

Sincerely,

Amanda Greenberg
Mono County Behavioral Health Department

**AGREEMENT TO TERMINATE AFFORDABLE HOUSING
PREDEVELOPMENT LOAN AGREEMENT**

This AGREEMENT TO TERMINATE AFFORDABLE HOUSING PREDEVELOPMENT LOAN AGREEMENT (this “Termination Agreement”) is made and entered into this _____ day of November, 2020 (the “Effective Date”), by and between the County of Mono, a political subdivision of the State of California (the “County”), and Affordable Housing Alliance II, Inc., a Colorado nonprofit corporation, dba Integrity Housing (“Integrity”), for the purpose of terminating the AFFORDABLE HOUSING PREDEVELOPMENT LOAN AGREEMENT (“Original Agreement”), as more fully described herein.

RECITALS

A. Hereinafter, the County and Integrity may be referred to individually as a “Party” and collectively as the “Parties.”

B. In August 2018, the County issued a Request for Qualifications seeking an entity or organization to identify, develop and operate a permanent supportive housing and affordable housing project within the Town of Mammoth Lakes, California, with approximately eight (8) to fifteen (15) units reserved for individuals with mental health conditions (the “Proposed Project”). In October 2018, the County selected Integrity to investigate and, if feasible, develop and operate the Proposed Project. Thereafter, on or about July 2, 2019 and on or about February 21, 2020, the Parties entered into an exclusive negotiating agreement and an amendment extending the term thereof (collectively, the “Exclusive Negotiating Agreement”), respectively, that set forth Integrity’s obligations to perform certain legal, title, economic, and physical investigations to identify and determine the feasibility of a site in the Town of Mammoth Lakes, California for the Proposed Project. The Exclusive Negotiating Agreement is attached hereto as Attachment A and incorporated herein by this reference.

C. Thereafter, on or about June 18, 2020, the Parties entered into the Original Agreement whereby the County agreed to loan Integrity \$330,021.00 for the performance of certain predevelopment technical assistance activities and the preparation of certain predevelopment studies and materials related to the Proposed Project. The Original Agreement is attached hereto as Attachment B and incorporated herein by this reference.

D. Notwithstanding Integrity’s good faith efforts to identify a site in the Town of Mammoth Lakes, California for the Proposed Project, since entering into the Original Agreement, neither Integrity nor the County has been unable to identify a feasible site for the Proposed Project, and thus Integrity has not yet performed any legal, title, economic, and physical investigations pursuant to the Exclusive Negotiation Agreement nor performed or prepared any predevelopment technical assistance activities, predevelopment studies, or materials pursuant to the Original Agreement.

E. In April 2020, the County and the Town of Mammoth Lakes (the “Town”) began discussing the idea and possibility of the Proposed Project being included or incorporated into the “Parcel Project,” which is the Town’s plan to develop and construct much-needed affordable housing for local residents and seasonal workers on a 25-acre parcel of land located within the Town of Mammoth Lakes. Since April 2020, discussions between the County and the Town have revealed that a partnership between

the two local governments may result in shared benefits for the development of the Proposed Project and the Parcel Project.

F. In light of the foregoing, especially the inability to locate a feasible site for the location and construction of the Proposed Project since July 2019, notwithstanding the good faith efforts and due diligence of Integrity, the Parties now realize and agree that the County’s best opportunity to develop the Proposed Project likely includes a partnership with the Town on its Parcel Project. Accordingly, the Parties acknowledge that no loan will be extended and no funds disbursed to Integrity for the performance of predevelopment technical assistance activities and the preparation of predevelopment studies and materials related to the Proposed Project pursuant to the Original Agreement, and therefore wish to terminate the Original Agreement so that the County may use the funds encumbered by the Original Agreement as it moves forward with its partnership with the Town for their combined development of the Proposed Project and the Parcel Project.

NOW THEREFORE, BE IT RESOLVED, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, with reference to the above Recitals, and intending to be legally bound hereby, the Parties agree as follows:

1. Notwithstanding anything in the Original Agreement, including but not limited to any specified term or date of expiration thereof, the Parties terminate the Original Agreement effective as of the last date set forth below.

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

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS TERMINATION AGREEMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE LAST DATE SET FORTH BELOW.

COUNTY OF MONO

AFFORDABLE HOUSING ALLIANCE, INC. (dba INTEGRITY HOUSING)

By: _____

By: _____

Name: Robert C. Lawton

Name: _____

Title: County Administrative Officer

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

Mono County Counsel’s Office



R20-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY'S PARTICIPATION IN
THE NO PLACE LIKE HOME PROGRAM (COMPETITIVE)**

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability for Round 3 funds dated October 23, 2020, as may be amended from time to time ("NOFA"), under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890; and

WHEREAS, the NOFA relates to the availability of approximately \$202 million in Competitive Allocation funds under the NPLH Program; and

WHEREAS, the County of Mono ("County") is a County and an Applicant, as those terms are defined in the NPLH Program Guidelines, enacted in 2020 ("Guidelines").

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Mono does hereby determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and if awarded, accept the NPLH Program funds, as detailed in the NOFA, up to the amount authorized by the Guidelines and applicable state law.

SECTION 2. That the County Administrative Officer, or his or her authorized designee, is hereby authorized and directed to act on behalf of County in connection with an award of NPLH Program funds, and, subject to approval by the Mono County Counsel, to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to evidence the loan of NPLH Program funds, the County's obligations related thereto, and the Department's security therefore. These documents may include, but are not limited to, a State of California Standard Agreement ("Standard Agreement"), a regulatory agreement, a promissory note, a deed of trust and security agreement, and any and all other documents required or deemed necessary or appropriate by the Department as security for, evidence of, or pertaining to the NPLH Program funds, and all amendments thereto (collectively, the "NPLH Program Documents").

1 SECTION 3. Upon approval of the Standard Agreement by the Mono County Counsel,
2 that County shall be subject to the terms and conditions that are specified in the Standard
3 Agreement; that the application in full is incorporated as part of the Standard Agreement; that
4 any and all activities funded, information provided, and timelines represented in the application
5 are enforceable through the Standard Agreement; and that County will use the NPLH Program
6 funds in accordance with the Guidelines, other applicable rules and laws, the NPLH Program
7 Documents, and any and all NPLH Program requirements.

8 SECTION 4. That County will make mental health supportive services available to each
9 project's NPLH tenants for at least 20 years, and will coordinate the provision of or referral to
10 other services (including, but not limited to, substance use services) in accordance with the
11 County's relevant supportive services plan, and as specified in Section 202 of the Guidelines.

12 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2020,
13 by the following vote, to wit:

14 **AYES:**

15 **NOES:**

16 **ABSENT:**

17 **ABSTAIN:**

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20 _____
21 Stacy Corless, Chair
22 Mono County Board of Supervisors

23 **ATTEST:**

24 **APPROVED AS TO FORM:**

25
26 _____
27 Clerk of the Board

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29 _____
30 County Counsel



R20-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY'S PARTICIPATION IN
THE NO PLACE LIKE HOME PROGRAM (NON-COMPETITIVE)**

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued a Notice of Funding Availability, dated August 15, 2018 as amended on October 30, 2018, and in October 23, 2020, and as may be further amended from time, (collectively, the "NOFA") under the No Place Like Home Program ("NPLH" or "Program") authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890; and

WHEREAS, the NOFA relates to the availability of approximately \$190 million in Noncompetitive Allocation funds under the NPLH Program; and

WHEREAS, the County of Mono ("County") is an Applicant within the meaning of Section 101(c) of the current NPLH Program Guidelines, dated October 23, 2020 ("Guidelines").

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for County does hereby determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept the NPLH Program funds, as detailed in the NOFA up to the amount authorized by Section 102 of the Guidelines and applicable state law.

SECTION 2. That the County Administrative Office, or his or her authorized designee, is hereby authorized and directed to act on behalf of County in connection with the NPLH Noncompetitive Allocation award, and, subject to approval by the Mono County Counsel, to enter into, execute, and deliver a State of California Standard Agreement ("Standard Agreement"), a regulatory agreement, a promissory note, a deed of trust and security agreement, and any and all other documents required or deemed necessary or appropriate as security for, evidence of, or pertaining to the NPLH Program funds, and all amendments thereto (collectively, the "NPLH Program Documents").

SECTION 3. Upon approval of the Standard Agreement by the Mono County Counsel, that County shall be subject to the terms and conditions that are specified in the Standard Agreement; that the application in full is incorporated as part of the Standard Agreement; that

1 any and all activities funded, information provided, and timelines represented in the application
2 are enforceable through the Standard Agreement; and that County will use the NPLH Program
3 funds in accordance with the Guidelines, other applicable rules and laws, the NPLH Program
4 Documents, and any and all NPLH Program requirements.

5 SECTION 4. That County will make mental health supportive services available to a
6 project's NPLH tenants for at least 20 years, and will coordinate the provision of or referral to
7 other services (including, but not limited to, substance use services) in accordance with the
8 County's relevant supportive services plan in accordance with Welfare and Institutions Code
9 section 5849.9(a).

10 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2020,
11 by the following vote, to wit:

12 **AYES:**

13 **NOES:**

14 **ABSENT:**

15 **ABSTAIN:**

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19 _____
20 Stacy Corless, Chair
21 Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 17, 2020

Departments: Community Development

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Bentley Regehr, Planning Analyst

SUBJECT Workshop: Chapter 16 Accessory Dwelling Units

AGENDA DESCRIPTION:

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

Presentation by Bentley Regehr regarding updates to General Plan Chapter 16: Accessory Dwelling Units to comply with state law and consider short-term rental policy implications and maximum height restrictions.

RECOMMENDED ACTION:

Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Bentley Regehr

PHONE/EMAIL: 760-924-4602 / bregehr@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|---------------------------------------|
| Click to download |
| Staff Report |
| 1. Redline Chapter 16 |
| 2. Clean Chapter 16 |

History

| Time | Who | Approval |
|--------------------|------------------------------|----------|
| 11/10/2020 5:45 PM | County Administrative Office | Yes |
| 11/12/2020 1:14 PM | County Counsel | Yes |

11/12/2020 11:51 AM

Finance

Yes

Mono County Community Development Department

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

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

November 17, 2020

To: Board of Supervisors

From: Bentley Regehr, Planning Analyst

Subject: Workshop: GPA 20-01, Chapter 16: Accessory Dwelling Units

RECOMMENDED ACTION

Conduct workshop and provide direction to staff on proposed changes.

BACKGROUND

In response to updates to state law, staff has revised General Plan Chapter 16, Accessory Dwelling Units (ADUs). The changes are primarily targeted at making regulations less restrictive to allow the construction of more ADUs with less discretionary review. ADUs are often affordable by nature due to their size and compatibility with existing infrastructure and have therefore been a strategic target at both the state and county level.

The new state regulations went into effect on January 1, 2020 and supersede current local regulations. Therefore, even though these proposed Chapter 16 revisions have not yet been officially adopted through a General Plan Amendment, the new state regulations are being applied.

Expansion of Ministerial Permitting

ADU's are regulated by Chapter 16 of the Mono County General Plan Land Use Element. The current, out-of-date Chapter 16 regulations allow ADUs with only a building permit (no Use Permit or Director Review) in cases where the unit does not exceed either 500 or 640 square feet (sf) depending on parcel size. The new state laws and proposed revisions to Chapter 16 expand the allowance of ADUs subject to only a building permit in several additional situations:

- *16.030.* Junior ADUs are permitted in any land use designation where non-Junior ADUs are already permitted. Junior ADUs are defined as a unit that is no more than 500 sf in size and contained entirely within an existing single-family structure. A junior ADU may include separate sanitation facilities or may share sanitation facilities with the existing structure. The junior ADU must contain cooking facilities. Note: this would allow a property that has traditionally allowed a main unit plus an ADU to have up to three units (main unit, ADU, junior ADU).
- *16.040.A.(i).* An attached ADU may expand by up to 150 sf beyond the existing physical dimensions, if it is accommodating ingress or egress, and has exterior access.
- *16.040.A.(iii).* In existing multifamily dwelling structures, the conversion of areas not used as livable space including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, into one or more accessory dwelling units as long as each unit complies with state building standards for dwellings. An existing multifamily unit is allowed at least one accessory dwelling unit or up to, and not exceeding, 25 percent of the existing multifamily dwelling units.

- 16.040.A.(iv). A maximum of two detached accessory dwelling units located on a lot with an existing multifamily dwelling.

Additionally, the size thresholds for discretionary review have been revised to be consistent with state law. Discretionary review, in this case, refers to the requirement for either a Use Permit or Director Review Permit. A comparison of size thresholds for discretionary review for previous and proposed regulations are outlined in the following subsections.

Proposed Changes to Discretionary Size Thresholds, Consistent with New State Law

Revisions to Chapter 16 remove parcel size limits and are based on floor area, dependent on the number of bedrooms. Thresholds are the same for detached and attached units. Updated discretionary thresholds are summarized in Table 1 and are compared with the previous qualifying regulations:

Table 1: Updated Discretionary Review Thresholds for ADUs

| Required Review | Qualifying Units (New) | Qualifying Units (Old) |
|----------------------|--|---|
| Building Permit only | <ul style="list-style-type: none"> • One-bedroom units less 850 sf • 2+ bedroom units less than 1,000 sf • Units associated with a multi-family development, qualifying under 16.040.A. | <ul style="list-style-type: none"> • Parcels <7,500 sf: Attached units less than 500 sf • Parcels between 7,500-10,000 sf: Attached units less than 640 sf • Parcels >10,000 sf: Attached or detached units up to 640 sf |
| Director Review | <ul style="list-style-type: none"> • One-bedroom units between 850 and 1,400 sf • 2+ bedroom units between 1,000 and 1,400 sf | <ul style="list-style-type: none"> • Parcels between 7,500-10,000 sf: Detached units less than 640 sf • Parcels >1 acre: Attached or detached units between 640 and 1,400 sf |
| Use Permit | <ul style="list-style-type: none"> • Any unit exceeding 1,400 sf • Any unit associated with a multi-family development, not qualifying under 16.040.A. | <ul style="list-style-type: none"> • Parcels >1 acre: Attached or detached units exceeding 1,400 sf |

Additional revisions

Other revisions to Chapter 16 per state law include:

- Side and rear yard setbacks may be reduced to four feet provided the design demonstrates compliance with health and safety standards including, but not limited to, snow shed onto adjacent properties and fire access.
- ADUs are exempt from Housing Mitigation Ordinance (HMO) fees. Units shall also be exempt from all other County development impact fees if less than 750-sf, except school district fees.
- Ministerial reviews shall occur within 60 days (previously 120) after receiving an accessory dwelling unit application unless the accessory dwelling unit is built concurrently with the primary unit.
- Short-term rentals are prohibited in units that qualify under 16.040.A. The County has the optional authority to ban short-term rentals in all ADUs, if desired, as outlined in the policy discussion questions below.

Policy discussion questions

New state law also grants authority to local jurisdictions to impose additional restrictions. The Planning Commission reviewed these policy issues and suggested staff take the questions to Board of Supervisors for input.

1. Should short-term rentals be prohibited in all ADUs?

New state law prohibits short-term rentals (STRs) in ADUs streamlined under Section 16.040.A.; the County has no choice over this restriction. In addition, past County practice has been to prohibit STRs in larger ADUs approved through Director Review and Use Permits. The rationale was that the smaller units (500-640 sf) requiring only a building permit were less likely to be used as vacation home rentals due to their size, and therefore only the larger units required a prohibition of STRs to promote local housing stock. If this practice is consistently applied going forward, STRs would effectively be prohibited in ADUs of all sizes permitted after January 1, 2020, regardless of the County's General Plan policies on short-term rentals.

An alternative is to allow STRs in the larger ADUs not meeting Section 16.040.A. that are approved under Director Review and Use Permits. The policy impact is STRs would be prohibited in larger ADUs permitted under the previous regulations, but allowed after the new Chapter 16 revision is adopted. If the former rationale for prohibiting STRs in these larger units is still valid, then a possible outcome is that more proposals for STRs in these larger units are likely to be submitted.

2. Imposing a 16' height limit for units that qualify under 16.040.A (ii) and 16.040.A (iv), as allowed under state law. Currently, accessory dwelling units are subject to the same 35' height restriction as main units. Staff recommendation and recommendation from the Planning Commission is to maintain current standards.

The Chapter 16 redline version presented in the attachment is currently under review by the California Department of Housing and Community Development (HCD). Feedback from HCD, the August 20 Planning Commission workshop, and this workshop will be incorporated into a future version that will be brought to the Planning Commission and the Board of Supervisors for final approval. Final approval may not occur until HCD has completed its review.

This staff report has been reviewed by the Community Development Director.

Attachments:

1. Redline version of Chapter 16 – Accessory Dwelling Units
2. Clean version of Chapter 16 – Accessory Dwelling Units

DEVELOPMENT STANDARDS

CHAPTER 16 – ACCESSORY DWELLING UNITS

Sections:

| | |
|---------------|--|
| 16.010 | Intent. |
| 16.020 | Definition. |
| 16.030 | Applicable Land Use Designations. |
| 16.040 | General Provisions. |
| 16.050 | Standards for Accessory Dwelling Units. |

16.010 Intent.

The intent of this chapter is to allow for Accessory Dwelling Units in accordance with State law in order to provide additional affordable housing opportunities, including housing for the elderly in Mono County.

16.015 Consistency with State Law

This chapter is consistent with State Law, including AB 881, AB 670, AB 587, AB 671, AB 68, and SB 13.

16.020 Definition.

"Accessory Dwelling Unit" (also referred to as "dependent," "Secondary Housing," or "granny unit") means residential occupancy of a living unit located on the same parcel as the primary residential unit. It provides complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary unit is situated. An Accessory Dwelling Unit shall meet the minimum regulations for an efficiency dwelling unit in the California Building Code.

The Accessory Dwelling Unit can be either attached to or detached from the primary residential unit but in either case shall have similar architectural elements as the primary unit (i.e., materials, textures, colors, etc.; see 16.050 G below). The Accessory Dwelling Unit shall be clearly subordinate to the primary unit.

“Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure. The junior accessory dwelling unit must contain cooking facilities.

Utilities that are installed for future expansion, such as stub outs that would allow a kitchen to be installed at a later date, shall be considered as complete cooking facilities in accessory dwelling units. In units required by deed restriction, complete cooking facilities shall be installed resulting in a usable kitchen at final permit issuance, and interior access between attached units shall be no more than a single personnel door.

16.030 Applicable Land Use Designations.

An Accessory Dwelling Unit and Junior Accessory Dwelling Unit may be permitted in any land use designation that allows single-family residences as a permitted use or as allowed in Specific Plan (SP) areas subject to the General Provisions below.

16.040 General Provisions.

- ~~A. On parcels less than 7,500 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 500 sq. ft. in size may be permitted with a building permit.~~
- ~~B. On parcels of 7,500 sq. ft. up to 10,000 sq. ft. in net area, an attached Accessory Dwelling Unit not exceeding 640 sq. ft. in size is allowed with a building permit. A detached Accessory Dwelling Unit not exceeding 640 sq. ft. may be permitted by application for a Director Review.~~
- ~~C. On parcels of 10,000 sq. ft. up to one acre in net area, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit.~~
- ~~D. On parcels one acre or greater, an Accessory Dwelling Unit not exceeding 640 sq. ft. in size (attached or detached) is allowed with a building permit. In this same parcel size range, an Accessory Dwelling Unit exceeding 640 sq. ft. but not exceeding 1,400 sq. ft. in size (attached or detached) may be permitted by application for a Director Review. In this same parcel size range, an Accessory Dwelling Unit exceeding 1,400 sq. ft. may be permitted by application for a use permit.~~
- A. Accessory Dwelling Units are permitted with a building permit if any of the following instances apply:
 - (i) The accessory dwelling unit or junior accessory dwelling unit is located within a single-family dwelling or existing space of a single-family dwelling, whether existing or proposed, or accessory structure and may include an expansion of not more than 150 square feet beyond the physical dimensions of the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress. The space must have exterior access. Side and rear setbacks must meet fire protection standards and prevent snow shedding onto adjacent properties.
 - (ii) One-bedroom detached accessory dwelling units not exceeding 850-square feet and 2+ bedroom accessory dwelling units not exceeding 1,000-square feet. The unit may not exceed four-foot side and rear yard setbacks and must meet health and safety standards, including snow shed and fire access considerations.
 - (iii) In existing multifamily dwelling structures, the conversion of areas not used as livable space including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, into one or more accessory dwelling units as long as each unit complies with state building standards for dwellings. An existing multifamily unit is allowed at least one accessory dwelling unit or up to, and not exceeding, 25 percent of the existing multifamily dwelling units.

- (iv) A maximum of two detached accessory dwelling units located on a lot with an existing multifamily dwelling. Side and rear yard setbacks may be reduced to four feet provided the design demonstrated snow will not shed onto adjacent properties and fire safety standards are met.
- B. The following accessory dwelling units that do not qualify under 16.040A may be permitted through Director Review:
 - (i) One-bedroom units between 850 and 1,400-square feet;
 - (ii) 2+ bedroom units between 1,000 and 1,400-square.
- C. Accessory dwelling units that do not qualify under 16.040A and exceed 1,400-square feet may be permitted through Use Permit.
- E. Square footage of accessory dwelling units shall be calculated based on the exterior dimensions of the unit. All interior living space shall count toward the total square footage of the unit.
- F. Consistent with Government Code section 65852.2, ministerial reviews shall occur within ~~120~~ 60 days after receiving an accessory dwelling unit application, ~~unless the accessory dwelling unit is built concurrently with the primary unit.~~

16.050 Standards for New Accessory Dwelling Units.

- A. All construction shall conform to the height, setback, lot coverage, fees (including school impact fees and fire district fees), snow storage, and other development requirements applicable to residential construction in the land use designation in which the property is located. ~~Side and rear yard setbacks may be reduced to four feet provided the design demonstrates compliance with health and safety standards including, but not limited to, snow shed onto adjacent properties and fire access. The unit shall be exempt from development impact fees if less than 750-square feet. Accessory Dwelling Units are exempt from Housing Mitigation Ordinance (HMO) fees.~~
- B. If a well and/or septic system is/are to be utilized, a clearance letter shall be obtained from the Environmental Health director and shall accompany the building permit application (or if applicable, the Director Review or Use Permit application). For Accessory Dwelling Units that are served by a public water and/or sewer system, a letter from the serving entity that indicates adequate service shall be submitted as part of the application.
- C. One of the units on the parcel (~~either~~ the primary unit, Junior Accessory Dwelling Unit, or the Accessory Dwelling Unit) must be owner occupied.
- D. ~~If the Accessory Dwelling Unit is 640 sq. ft. or less in size, one off street parking space must be provided for the Accessory Dwelling Unit in addition to parking required for the primary unit. If the Accessory Dwelling Unit is larger than 640 square feet, two parking spaces must be provided for the Accessory Dwelling Unit in addition to parking required for the primary unit, if it contains two or more bedrooms. Parking shall be in accordance with Chapter 06 of the Mono County Land Use Element, unless the following instances exist, in which case. Required parking shall be one space for a one-bedroom unit and two spaces for units of two or more bedrooms, and is in addition to the required parking for the primary unit. There is no parking requirement for studio units. No parking standards shall be imposed in the following instances:~~
 - (1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car-share vehicle located within one block of the accessory dwelling unit.

- E. Whether attached or detached, the Accessory Dwelling Unit shall be architecturally compatible with the primary residence. The Community Development Department shall determine the architectural compatibility of the structures and shall consider roofing, siding, trim, door and window frame colors **and materials; roofing, siding, trim, door, and window materials;** roof slope and pitch; and wall articulation, roof line articulation, eaves, railings, chimneys, porches, and similar features; landscaping should also be considered in helping to make the units compatible. The Accessory Dwelling Unit shall be clearly subordinate to the primary unit in terms of size and placement on the property. If attached, the two units shall have the appearance of a single-family residence; the Accessory Dwelling Unit entrance shall be located on the side or rear of the building.
- F. **Pursuant to the California Building Code,** accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. Accessory dwelling unit utility connections and related fees shall comply with Government Code section 65852.2.
- G. No passageway shall be required in conjunction with the construction of an accessory dwelling unit. No setback shall be required for an existing garage that is converted to an accessory dwelling unit, and a setback of no more than **five four** feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.
- H. **Short-term rentals are prohibited in units that qualify under 16.040A; units qualifying under 16.040B and 16.040C are subject to Mono County's short-term rental regulations (see Chapter 25 and Mono County Code Chapter 5.65).**

DEVELOPMENT STANDARDS

CHAPTER 16 – ACCESSORY DWELLING UNITS

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| | |
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The Accessory Dwelling Unit can be either attached to or detached from the primary residential unit but in either case shall have similar architectural elements as the primary unit (i.e., materials, textures, colors, etc.; see 16.050 G below). The Accessory Dwelling Unit shall be clearly subordinate to the primary unit.

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 - (ii) One-bedroom detached accessory dwelling units not exceeding 850-square feet and 2+ bedroom accessory dwelling units not exceeding 1,000-square feet. The unit may not exceed four-foot side and rear yard setbacks and must meet health and safety standards, including snow shed and fire access considerations.
 - (iii) In existing multifamily dwelling structures, the conversion of areas not used as livable space including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, into one or more accessory dwelling units as long as each unit complies with state building standards for dwellings. An existing multifamily unit is allowed at least one accessory dwelling unit or up to, and not exceeding, 25 percent of the existing multifamily dwelling units.
 - (iv) A maximum of two detached accessory dwelling units located on a lot with an existing multifamily dwelling. Side and rear yard setbacks may be reduced to four feet provided the design demonstrated snow will not shed onto adjacent properties and fire safety standards are met.
- B. The following accessory dwelling units that do not qualify under 16.040A may be permitted through Director Review:
 - (i) One-bedroom units between 850 and 1,400-square feet;
 - (ii) 2+ bedroom units between 1,000 and 1,400-square.
- C. Accessory dwelling units that do not qualify under 16.040A and exceed 1,400-square feet may be permitted through Use Permit.
- E. Square footage of accessory dwelling units shall be calculated based on the exterior dimensions of the unit. All interior living space shall count toward the total square footage of the unit.
- F. Consistent with Government Code section 65852.2, ministerial reviews shall occur within 60 days after receiving an accessory dwelling unit application, unless the accessory dwelling unit is built concurrently with the primary unit.

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- B. If a well and/or septic system is/are to be utilized, a clearance letter shall be obtained from the Environmental Health director and shall accompany the building permit application (or if applicable, the Director Review or Use Permit application). For Accessory Dwelling Units that are served by a public water and/or sewer system, a letter from the serving entity that indicates adequate service shall be submitted as part of the application.
- C. One of the units on the parcel (the primary unit, Junior Accessory Dwelling Unit, or the Accessory Dwelling Unit) must be owner occupied.
- D. Required parking shall be one space for a one-bedroom unit and two spaces for units of two or more bedrooms, and is in addition to the required parking for the primary unit. There is no parking requirement for studio units. No parking standards shall be imposed in the following instances:
 - (1) The accessory dwelling unit is located within one-half mile of public transit.
 - (2) The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - (3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
 - (4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - (5) When there is a car-share vehicle located within one block of the accessory dwelling unit.
- E. Whether attached or detached, the Accessory Dwelling Unit shall be architecturally compatible with the primary residence. The Community Development Department shall determine the architectural compatibility of the structures and shall consider roofing, siding, trim, door and window frame colors and materials; roof slope and pitch; and wall articulation, roof line articulation, eaves, railings, chimneys, porches, and similar features; landscaping should also be considered in helping to make the units compatible. The Accessory Dwelling Unit shall be clearly subordinate to the primary unit in terms of size and placement on the property. If attached, the two units shall have the appearance of a single-family residence; the Accessory Dwelling Unit entrance shall be located on the side or rear of the building.
- F. Pursuant to the California Building Code, accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. Accessory dwelling unit utility connections and related fees shall comply with Government Code section 65852.2.

- G. No passageway shall be required in conjunction with the construction of an accessory dwelling unit. No setback shall be required for an existing garage that is converted to an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

- H. Short-term rentals are prohibited in units that qualify under 16.040A; units qualifying under 16.040B and 16.040C are subject to Mono County's short-term rental regulations (see Chapter 25 and Mono County Code Chapter 5.65).



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 17, 2020

Departments: Finance

TIME REQUIRED 15 minutes

SUBJECT Mono County Revolving Loan Fund
Presentation and Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Janet Dutcher, Megan Mahaffey,
Patricia Robertson

AGENDA DESCRIPTION:

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

Staff Presentation and Update on Mono County (Affordable Housing) Revolving Loan Fund.

RECOMMENDED ACTION:

- (1) Receive presentation and update from Finance Department and Mammoth Lakes Housing (MLH) staff on use of Mono County (Affordable Housing) Revolving Loan Fund (RLF) as required by Resolution Nos. 15-81 and 17-86;
- (2) Discuss MLH's use of RLF funds to purchase affordable/deed-restricted housing and compliance with RLF program requirements; and
- (3) Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Megan Mahaffey

PHONE/EMAIL: 760-924-1836 / mmahaffey@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| |
|--|
| Click to download |
| <input type="checkbox"/> RLF Staff Report |
| <input type="checkbox"/> Financial Information |

History

Time

Who

Approval

| | | |
|---------------------|------------------------------|-----|
| 11/12/2020 5:17 PM | County Administrative Office | Yes |
| 11/12/2020 10:29 AM | County Counsel | Yes |
| 11/12/2020 11:44 AM | Finance | Yes |



DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer-Tax Collector

TO: Mono County Board of Supervisors

FROM: Janet Dutcher, Finance Director
Megan Mahaffey, Accountant
Patricia Robertson, Mammoth Lakes Housing Executive Director

DATE: November 17, 2020

RE: Mono County Revolving Loan Fund (Affordable Housing) Presentation and Update

Recommended Actions

- (1) Receive presentation and update from Finance Department and Mammoth Lakes Housing (“MLH”) staff on use of Mono County Revolving Loan Fund (Affordable Housing) (“RLF”) as required by Resolution Nos. 15-81 and 17-86;
- (2) Discuss MLH's use of RLF funds to purchase affordable/deed-restricted housing and compliance with RLF program requirements; and
- (3) Provide any desired direction to staff.

Fiscal Impact

None at this time.

Strategic Plan

The RLF program moves Mono County towards the Mono County Strategic Plan by enhancing quality of life for county residents by addressing the housing crisis through policy, assistance and development programs.

Background

MLH has utilized the RLF for a total of five (5) purchases of deed-restricted properties between September 26, 2017 and December 31, 2019.

Discussion

Two loans were issued at the end of 2019. Both of the loans were used to purchase 3-bedroom, 2-bath units at Meridian Court, which is a complex in the Town of Mammoth Lakes that does not allow for long-term rentals. Both units have a one-car garage and one surface parking space. The first purchase closed on November 22, 2019, located at 550 Mono Street Unit B202. This unit received new carpet and paint, and other minor repairs. The unit recently closed escrow and the loan was paid back with interest on October 26, 2020. The unit was sold to an income-eligible household earning below 80% of the Area Median Income (\$63,900 for a household of four). The second loan was used for a purchase that closed escrow on December 18, 2019, on a home located at 550 Mono Street Unit H101. This unit was occupied by long-term tenants who were unable to secure alternative housing during the holiday season. A short-term lease was entered

Mono County Board of Supervisors

RE: Mono County Revolving Loan Fund (Affordable Housing) Presentation and Update

November 17, 2020

Page 2 of 2

with the tenants through May 2020. The tenants vacated the unit in June and repairs have been underway. The unit has been painted and MLH is working with the contractor to get the carpet installed as soon as possible. The unit will be sold to an income-eligible household earning below 150% of the Area Median Income (\$121,350 for a household of four). Due to the delay associated with the previous tenants and the time for repairs, at this time, Mammoth Lakes Housing is requesting a 6 month extension to the one year term of the loan to prevent defaulting on the loan.

Upon transfer to the new owners, resale restriction agreements will be executed and recorded. These agreements preserve the affordability and below-market-rate value of the home for 60 years from the date of execution. This is an asset to the community and region that helps to ensure there are quality homes affordable to members of the community and workforce.

If you have any questions regarding this agenda item or staff report, please contact Megan Mahaffey at (760) 924-1836 or mmahaffey@mono.ca.gov.

Sincerely,

Megan Mahaffey
Mono County Finance Department

Attachment:

1. Financial Information

Mono County RLF

SCHEDULE OF CASH TRANSACTIONS

| <i>Beginning Balance</i> | <i>date</i> | <i>Transaction Amount</i> | <i>Ending balance</i> | <i>Activity detail</i> |
|--------------------------|-------------|---------------------------|-----------------------|---------------------------|
| \$ 300,000 | 9/26/2017 | \$ (20,000) | \$ 280,000 | Loan issued for home |
| \$ 280,000 | 9/30/2017 | \$ 222 | \$ 280,222 | Interest |
| \$ 280,222 | 11/14/2017 | \$ (220,000) | \$ 60,222 | Loan issued for home |
| \$ 60,222 | 12/11/2017 | \$ 20,000 | \$ 80,222 | Loan repaid after 76 days |
| \$ 80,222 | 12/26/2017 | \$ 220,000 | \$ 300,222 | Loan repaid after 42 days |
| \$ 300,222 | 12/31/2017 | \$ 517 | \$ 300,739 | Interest |
| \$ 300,739 | 2/28/2018 | \$ (191,220) | \$ 109,519 | Loan issued for home |
| \$ 109,519 | 3/31/2018 | \$ 811 | \$ 110,330 | Interest |
| \$ 110,330 | 6/1/2018 | \$ 191,200 | \$ 301,530 | Loan repaid after 94 days |
| \$ 301,530 | 6/30/2018 | \$ 719 | \$ 302,249 | Interest |
| \$ 302,249 | 6/30/2018 | \$ (2,249) | \$ 300,000 | transfer interest to GF |
| \$ 300,000 | 11/21/2019 | \$ (196,000) | \$ 104,000 | Loan issued for home |
| \$ 300,000 | 12/17/2019 | \$ (104,000) | \$ (0) | Loan issued for home |
| \$ - | 10/26/2020 | \$ 196,000 | \$ 196,000 | Loan repaid after |
| \$ 196,000 | 10/26/2020 | \$ 4,145 | \$ 200,145 | Current Balance |

SCHEDULE OF LOAN TRANSACTIONS

| <i>Property Address</i> | <i>Loans Issued</i> | <i>Ending balance</i> | <i>Days outstanding</i> |
|-----------------------------------|---------------------|-----------------------|-------------------------|
| 61 Callahan Way, Unit 12, Door E2 | \$ 20,000 | \$ - | - 76 days |
| 550 Mono Street, Unit A202 | 220,000 | - | - 42 days |
| 550 Mono Street, Unit C101 | 191,220 | - | - 93 days |
| 550 Mono Street, Unit B202 | 196,000 | - | 340 days |
| 550 Mono Street, Unit H101 | 104,000 | 104,000 | 329 days to 11/10/2020 |
| | <u>\$ 731,220</u> | <u>\$ 104,000</u> | |

RLF Quick facts

Creation: 11/17/15 R15-81

Modified: 12/ 5/17 R17-86

Interest to date \$ 6,414

Average days for repayment: 176

Loans issued to date: 5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 17, 2020

Departments: Information Technology

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Nate Greenberg, IT Director

SUBJECT Microsoft Enterprise Agreement
Renewal

AGENDA DESCRIPTION:

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

Renewal of Microsoft Enterprise Agreement under which the County purchases a variety of software products including Office 365. Blank versions of the enrollment agreement and signature form are provided in your packet, but completed versions of those two forms (i.e., with number of licenses and total cost) will be provided prior to or at your meeting for approval.

RECOMMENDED ACTION:

Approve County entry into Microsoft Enterprise Agreement and authorize the County Administrative Officer to sign the agreement on behalf of the County.

FISCAL IMPACT:

The initial purchase price of Office 365 licenses under this new Enterprise Agreement is approximately \$82,851.41 which is within the existing Information Technology budget.

CONTACT NAME: Nate Greenberg

PHONE/EMAIL: 760-924-1819 / ngreenberg@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

| Click to download |
|---|
| <input type="checkbox"/> Staff Report |
| <input type="checkbox"/> Enterprise Enrollment Agreement (blank) |
| <input type="checkbox"/> Program Signature Form (blank) |
| <input type="checkbox"/> Riverside County Master Enterprise Agreement |
| <input type="checkbox"/> Riverside Agreement Amendment |

History

| Time | Who | Approval |
|---------------------|------------------------------|-----------------|
| 11/10/2020 5:49 PM | County Administrative Office | Yes |
| 11/12/2020 12:54 PM | County Counsel | Yes |
| 11/12/2020 2:32 PM | Finance | Yes |



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1819 · FAX (760) 924-1697 · ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

November 17, 2020

To Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Microsoft Office 365 Enterprise Agreement – 2021 - 2023

Recommendation

1. Approve County entry into Microsoft Enterprise Agreement and authorize the County Administrative Officer to sign the agreement on behalf of the County.

Discussion

For the past several years, Mono County Information Technology has purchased software licenses (primarily Office 365) under an Enterprise Agreement with Microsoft. The current agreement expires on November 30, 2020 and must be renewed for us to continue to purchase on this volume licensing program.

Mono County takes advantage of an existing Master Enterprise Agreement between Microsoft and Riverside County which offers a larger pricing discount to other counties in the state.

The County is actively working to finalize the documents requiring signature with Microsoft. The versions which have been included herein are blank and for reference purposes, though the Terms and Conditions will be exactly the same.

Fiscal Impact

The initial purchase price of Office 365 licenses under this new Enterprise Agreement is approximately \$82,851.41 which is fully within the Information Technology budget.

Strategic Plan Alignment

Mono County Strategic Priorities

- ✘ 1. Improve Public Safety & Health
- ✘ 2. Enhance Quality of Life for County Residents
- ✘ 3. Fiscally Health County & Regional Economy
- 4. Improve County Operations
- 5. Support the County Workforce

IT Strategic Initiatives

- 1. Customer Success
- ✘ 2. Infrastructure & Security
- ✘ 3. Communications
- ✘ 4. Engaged & Empowered Users
- ✘ 5. Usability & Access
- ✘ 6. Data Quality & Availability

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Previous Enrollment number
(Reseller to complete)

Framework ID
(if applicable)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state’s jurisdiction and geographic boundaries.

“Tribal Entity” means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate’s use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term “price” refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or

Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud

Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Tax ID
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*
 This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78682
Country* United States
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

| |
|-------------------------|
| Signature* _____ |
| Printed name* |
| Printed title* |
| Date* |

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Program Signature Form

MBA/MBSA number

Agreement number

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

| Contract Document | Number or Code |
|----------------------------------|-------------------------|
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |
| Document Description | Document Number or Code |

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

| Customer |
|--|
| Name of Entity (must be legal entity name)* |
| Signature* _____ |
| Printed First and Last Name* |
| Printed Title |
| Signature Date* |
| Tax ID |

** indicates required field*

| |
|--|
| Microsoft Affiliate |
| Microsoft Corporation |
| Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns) |
| Agreement Effective Date (may be different than Microsoft's signature date) |

Optional 2nd Customer signature or Outsourcer signature (if applicable)

| |
|--|
| Customer |
| Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date* |

** indicates required field*

| |
|--|
| Outsourcer |
| Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date* |

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Licensing Solution Provider Agreement Number PSA-0001524

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Dell Marketing L.P., a Texas corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.
2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.
3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.
 - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.
 - 3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.
4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").
5. Hold Harmless/Indemnification:
 - 5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage

Licensing Solution Provider Agreement Number PSA-0001524

whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

- 5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
 - 5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.
 - 6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).
 - 6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.
 - 6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.
 7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.
 8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.
 9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.
 10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract

Licensing Solution Provider Agreement Number PSA-0001524

amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Alisson Harrington
One Dell Way
Round Rock, TX 78682

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would

Licensing Solution Provider Agreement Number PSA-0001524

conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

- 13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- 13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

- 14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall

Licensing Solution Provider Agreement Number PSA-0001524

be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

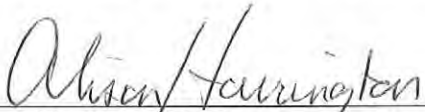
15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Dell Marketing L.P., a Texas corporation

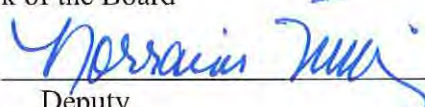
By: 
Kevin Jeffries, Chairman
Board of Supervisors

By: 
Alison Harrington
Senior Commercial Counsel

Dated: OCT 22 2019

Dated: October 11, 2019

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh, Deputy County Counsel

Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit A
Microsoft Enterprise license subscription and services**

| Line | Description | Price Level | Markup % |
|------|--|---------------------|----------|
| 1 | Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5. | Level D Minus 2% | -0.56 |
| 2 | Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite. | Level D | -0.43 |
| 3 | Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc. | Level D | -0.43 |
| 4 | Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc. | Level D | -0.43 |
| 5 | All products for Select Plus Agreement No.7756479. | | 0.55 |
| 6 | Microsoft Premier Support | | 2.00 |
| 7 | Microsoft Unified Support Services | | 2.00 |
| 8 | Microsoft Consulting Services | | 2.00 |
| | | | |

Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit B
License Support Provider (LSP) service rates**

| Line | Description | Certified Competency (Yes/No) | Hourly Rate |
|------|---|-------------------------------|-------------|
| | Data and Artificial Intelligent | | |
| 1 | Build Intelligent Apps | Yes | \$425 |
| 2 | Build Intelligent Agents | Yes | \$425 |
| 3 | Machine Learning | Yes | \$425 |
| 4 | Internet of Things | Yes | \$425 |
| 5 | Globally distributed data | Yes | \$425 |
| 6 | OSS Databases | Yes | \$425 |
| 7 | Cloud Scale Analytics | Yes | \$425 |
| 8 | Data Platform Modernization to Azure | Yes | \$425 |
| 9 | Windows Server on Azure | Yes | \$425 |
| 10 | Security & Management | Yes | \$425 |
| 11 | Datacenter Migration | Yes | \$425 |
| 12 | Modern Business Intelligence | Yes | \$425 |
| | | | |
| | Biz Apps | | |
| 1 | Customer Service | Yes | \$425 |
| 2 | Field Service | Yes | \$425 |
| 3 | Marketing | Yes | \$425 |
| 4 | Talent | Yes | \$425 |
| 5 | Finance and Operations | Yes | \$425 |
| 6 | Business Central | Yes | \$425 |
| 7 | Power Apps | Yes | \$425 |
| 8 | Power BI | Yes | \$425 |
| | | | |
| | Apps and Infrastructure | | |
| 1 | Azure Stack | Yes | \$425 |
| 2 | High Performance Compute | Yes | \$425 |
| 3 | Cloud Native Apps using Serverless | Yes | \$425 |
| 4 | Modernize Apps | Yes | \$425 |
| 5 | SAP on Azure | No | \$425 |
| 6 | Linux on Azure | Yes | \$425 |
| 7 | Dev Ops | Yes | \$425 |
| 8 | Business Continuity & Disaster Recovery | Yes | \$425 |
| 9 | Windows Server on Azure | Yes | \$425 |
| 10 | Security & Management | Yes | \$425 |
| 11 | Datacenter Migration | Yes | \$425 |

Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit B (cont.)
License Support Provider (LSP) service rates**

| Line | Description | Certified Competency (Yes/No) | Hourly Rate |
|------|-----------------------------------|-------------------------------|-------------|
| | Modern Workplace | | |
| 1 | User Adoption & Change Management | Yes | \$425 |
| 2 | Security | Yes | \$425 |
| 3 | GDPR & Compliance | Yes | \$425 |
| 4 | Teamwork | Yes | \$425 |
| 5 | Calling & Meetings | Yes | \$425 |
| 6 | Modern Dcsktop | Yes | \$425 |
| 7 | Office 365 Migration Assistance | Yes | \$425 |
| 7a | Mail | Yes | \$425 |
| 7b | Teams | Yes | \$425 |
| 7c | SharePoint | Yes | \$425 |
| 7d | OneDrive | Yes | \$425 |
| | | | |

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer



JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

| | |
|--|---|
| Complete this form and return to: Attention: Rick Har E-mail: RHar@rivco.org | Payment should be made to Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN # 95-6000930 |
|--|---|

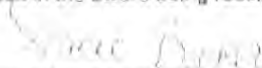
Company Name Dell Marketing L.P.
Name Stacie Becker Title Proposal Manager
Address One Dell Way
City Round Rock Zip Code 78682 Telephone # 512-725-3007
Fax #/s _____ Email Stacie.Becker@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.



Signature

Stacie Becker

Printed Name

September 19, 2019

Date

Proposal Manager

Title

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

| | | | | | | | | |
|------------------------------------|------------------------------|---|--------------------|------------------|---------------------|----------------------------|----------------------------------|--------------------------------|
| LSP Name | <i>Company name</i> | | | | | | | |
| RIVCO Contract ID | <i>RIVCO-20800-00x-xx/xx</i> | | | | | | | |
| Microsoft Agreement Numbers | 01E69633, 01E73134, AND NEW | | | | | | | |
| Master Enrollment | Enrollment Number: | Enrollment Entity: | Start Date: | End Date: | Annual Spend | Enrollment Contact: | Enrollment Contact Email: | Enrollment Contact Tel: |
| 8084445 | 87654321 | Riverside County Information Technology | 1/01/12 | 12/31/16 | \$645,000.00 | John Doe | John.Doe@riverside.org | 951-555-1212 |
| | | | | | | | - | |
| | | | | | | | - | |
| | | | | | | | - | |

Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit E
Master Agreement**

Attached include the followings:

- 1) Signature Form
- 2) Microsoft Enterprise Agreement
- 3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

5-0000004275258

(MSLI
Tracking
Number)

Doc Type:

Signature Form

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

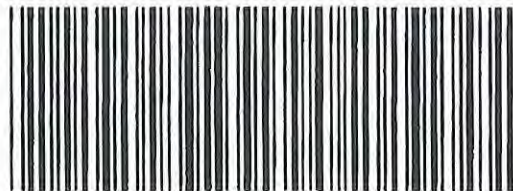
Country:

United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

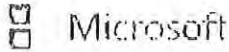
Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:



Program Signature Form

| | | |
|------------------|---------|------------------|
| MBA/MBSA number | | 004-kaylead-S-04 |
| Agreement number | 8084445 | |

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.



| Contract Document | Number or Code |
|----------------------------------|-------------------------|
| Enterprise Agreement | X20-10209 |
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Agreement> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| <Choose Enrollment/Registration> | Document Number or Code |
| Amendment to Contract Documents | CTM-CPT-OPT-FWK (new) |
| | |
| | |
| | |

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

| Customer |
|---|
| Name of Entity (must be legal entity name)* County of Riverside |
| Signature* <i>[Signature]</i> |
| Printed First and Last Name* Richard R. Hai |
| Printed Title Sr. Procurement Contract Specialist |
| Signature Date* 08/22/2019 |
| Tax ID |

* indicates required field

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 8/22/19
 DATE
 SUSANNA N. OH

| | |
|---|---|
| Microsoft Affiliate | |
| Microsoft Corporation | |
| Signature  |  Microsoft Microsoft Corporation AUG 23 2019 Chance Krail Duly Authorized on behalf of Microsoft Corporation |
| Printed First and Last Name | |
| Printed Title | |
| Signature Date <small>(date Microsoft Affiliate countersigns)</small> | |
| Agreement Effective Date <small>(may be different than Microsoft's signature date)</small> | |
| 8/23/2019 | |

Optional 2nd Customer signature or Outsourcer signature (if applicable)

| | |
|---|--|
| Customer | |
| Name of Entity (must be legal entity name)* | |
| Signature* _____ | |
| Printed First and Last Name* | |
| Printed Title | |
| Signature Date* | |

* indicates required field

| | |
|---|--|
| Outsourcer | |
| Name of Entity (must be legal entity name)* | |
| Signature* _____ | |
| Printed First and Last Name* | |
| Printed Title | |
| Signature Date* | |

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Microsoft Document Headersheet

* This is for informational purposes only *

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

[REDACTED] Agreement

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country:

United States

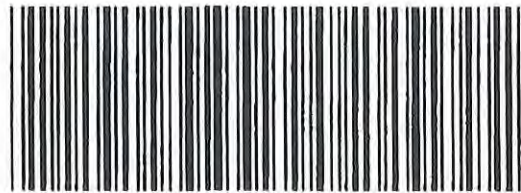
Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016



(Scanning Code)

ACCOUNT: County of Riverside

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

15

Comments:

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site

2. How the Enterprise program works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
- (i) **Products (other than Online Services)** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
 - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement

4. ***Making copies of Products and re-imaging rights.***

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. ***Transferring and reassigning Licenses.***

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
 - (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered, or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable, Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal

7. Use, ownership, rights, and restrictions.

a. Products. Unless otherwise specified in a supplemental agreement use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. Fixes. Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply

c. Non-Microsoft software and technology. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. **Warranties.**

a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. **Defense of third party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent, or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party, or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above), (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- MBSA
- Agreement
- Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
 Contact name*: First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861
 Country* USA
 Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
 Contact name*: First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside

Contact name*: First Regina Last Funderburk

Contact email address* RFunderburk@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices

Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

This contact is a third party (not the entity) Warning This contact receives personally identifiable information of the entity

Microsoft Document Headersheet

* This is for informational purposes only *

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

Amendments

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country:

United States

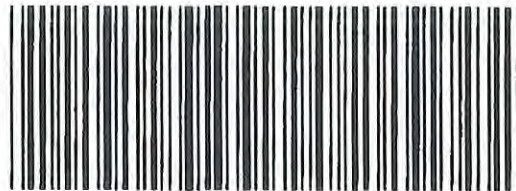
Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016



(Scanning Code)

ACCOUNT: County of Riverside

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

3

Comments:

Amendment to Contract Documents

Agreement Number:

808445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
 - a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

| Product | Price Level | Examples include but are not limited to the following*: |
|---|------------------|---|
| Enterprise Online Services** (including Full USLs, From SA USLs, Add ons and Step Ups) | Level D minus 2% | M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5 |
| Enterprise Products | Level D | Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite |
| Additional Products | Level D | M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server etc |
| Server and Tools Product (applies to Server and Cloud Enrollments only) | Level D | SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc. |

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

| | | | |
|------------------------------------|-----|-----------------|----|
| Riverside County EA Amend 8.7.docx | CTM | CIM-CPT-OPT-FWK | BD |
|------------------------------------|-----|-----------------|----|

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Dell Marketing L.P.

| | |
|--|-------------------------------|
| Original Contract Term: | 11/01/2019 through 10/31/2021 |
| Original Contract ID: | PSA-0001524 |
| Effective Date of Amendment: | 04/01/2020 |
| Original Annual Maximum Contract Amount: | \$0 |
| Amended Annual Maximum Contract Amount: | \$0 |

This AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT with Dell Marketing L.P. (“First Amendment”), dated as of 01 April 2020, is entered into by and between the County of Riverside (“COUNTY”), a political subdivision of the State of California, and Dell Marketing L.P. (“CONTRACTOR”), a Texas corporation, sometimes collectively referred to as the “Parties”.

RECITALS

WHEREAS, COUNTY and Microsoft Corporation (“Microsoft”) have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the “Master Agreement”), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement;

WHEREAS, COUNTY desires to accept CONTRACTOR’s services under this Agreement, whereby COUNTY entered into that certain Licensing Solution Provider Agreement between County of Riverside and Dell Marketing L.P., dated 22 October 2019, Agreement Number PSA-0001524 (“Agreement”); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for the first time to extend the period of performance of the Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

“This Agreement shall be effective from November 1, 2019 through October 31, 2024, unless terminated earlier (the “Term”).”

3. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by December 15th of each year. Forms shall be submitted

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Dell Marketing L.P.

electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.”

4. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.


6. Effective Date. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Dell Marketing L.P., a Texas corporation

By: _____
Richard R. Hai
Senior Procurement Contract Specialist

By:  _____
James Coughlin (Mar 31, 2020)
James Coughlin
Senior Manager, Legal Counsel

Dated: _____

Dated: Mar 31, 2020

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel


AH

By: _____
Susanna Oh
Deputy County Counsel

Signature: *Amanda Eliz Hudson*

Email: amanda_hudson@dell.com



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 17, 2020

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

SUBJECT Appointment of 2021 Rural County
Representatives of California
(RCRC) Delegate and Alternates

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Each year the Mono County Board of Supervisors appoints a Delegate and two alternates to serve on the RCRC board. The Delegate and first alternate (for RCRC and Golden State Finance Authority Boards) are Mono County Supervisors; the second alternate (who serves on the RCRC Environmental Services Joint Powers Authority) is typically the Solid Waste Superintendent. RCRC has requested confirmation of delegates/alternates for the 2021 calendar year.

RECOMMENDED ACTION:

Appoint Supervisor Stacy Corless as the 2021 RCRC delegate; appoint Supervisor John Peters as the first alternate; appoint Justin Nalder as the second alternate (to the RCRC ESJPA board in his capacity as Solid Waste Superintendent). These appointments will expire in December 2021.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[RCRC Memo & Form](#)

[GSFA Memo & Form](#)

[ESJPA Memo & Form](#)

History

| Time | Who | Approval |
|---------------------|------------------------------|-----------------|
| 11/10/2020 5:53 PM | County Administrative Office | Yes |
| 11/12/2020 12:27 PM | County Counsel | Yes |
| 11/12/2020 11:46 AM | Finance | Yes |



To: RCRC Board of Directors
RCRC Board Alternates
RCRC Member County CAO's
RCRC Member County Clerks of the Board

From: Greg Norton, President & CEO

Date: November 5, 2020

Re: Designation of the 2021 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

As we're approaching the end of another year, this is a reminder that annually the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2021 and Installation of Officers will be held virtually on January 13th.

To ensure we have the necessary Delegate and Alternate confirmations, once determined, please utilize the attached designation form to provide your county's election/appointment. Please forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- RCRC Designation Form



**Designation of 2021 Delegate and Alternate Supervisors for the
Rural County Representatives of California (RCRC) Board of Directors**

Date: _____

County: _____

Delegate: Supervisor _____

Alternate: Supervisor _____

Authorization:



Golden State Finance Authority (GSFA)
1215 K Street, Suite 1650 · Sacramento, California 95814
Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfa.org

To: GSFA Board of Directors
GSFA Board Alternates
GSFA Member County CAO's
GSFA Member County Clerks of the Board

From: Greg Norton, Executive Director

Date: November 5, 2020

Re: Designation of the 2021 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2021 will be held on January 13th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org or mailed to:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSFA Designation Form



**Designation of 2021 Delegate and Alternate Supervisors for
Golden State Finance Authority (GSFA) Board of Directors**

Date: _____

County: _____

Delegate: Supervisor _____

Alternate: Supervisor _____

Authorization:



Rural Counties
Environmental Services
Joint Powers Authority
ESJPA

CHAIR – MICHAEL KOBSEFF, SISKIYOU COUNTY
VICE CHAIR – DENISE CARTER, COLUSA COUNTY
EXECUTIVE DIRECTOR – GREG NORTON

TECHNICAL ADVISORY GROUP (TAG)
TAG CHAIR – TEDD WARD, DEL NORTE COUNTY
TAG VICE CHAIR – GREG STANTON, EL DORADO COUNTY
PROGRAM MANAGER – STACI HEATON

To: ESJPA Board of Directors
ESJPA Alternates
ESJPA CAO's
ESJPA Clerks of the Board

From: Greg Norton, President & CEO

Date: November 5, 2020

Re: Designation of the 2021 ESJPA Delegates and Alternates -
ACTION REQUIRED

The first ESJPA Board of Directors meeting of 2021 will be held on Thursday, March 11th. Please complete the attached designation form specifying the official Delegate and Alternate for your county.

Upon the official determination by the county, please provide confirmation of your county's election/appointment. Please forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Additionally, all Delegates and Alternates will be required to comply with the ESJPA conflict of interest code and file a Form 700.

Please do not hesitate to contact me at gnorton@rcrcnet.org or Staci Heaton, ESJPA Program Manager, at sheaton@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachment

- ESJPA Designation Form



Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

**Designation of 2021 Delegate and Alternates for the
Rural Counties' Environmental Services Joint Powers Authority (ESJPA)**

Board of Directors

Date: _____

County: _____

Delegate: Supervisor _____

1st Alternate: _____

2nd Alternate: _____

**An Alternate is generally a staff member who is in charge of solid waste /recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's conflict of interest code and file a Form 700.*

Authorization:



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 17, 2020

TIME REQUIRED

SUBJECT Closed Session - Initiation of
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval