



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.

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

Regular Meeting April 3, 2018

TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

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).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **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

on items of public interest that are within the subject matter jurisdiction of the Board.
(Speakers may be limited in speaking time dependent upon the press of business)

and number of persons wishing to address the Board.)

2. RECOGNITIONS

A. Resolution for Stacey Westerlund in Appreciation for Her Years of County Service

Departments: Finance

5 minutes

(Janet Dutcher) - Proposed resolution to recognize Stacey Westerlund's retirement and her 20 years of service to Mono County.

Recommended Action: Approve proposed resolution.

Fiscal Impact: 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

5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes for the regular meeting of March 13, 2018.

Recommended Action: Approve the Board minutes for the regular meeting of March 13, 2018.

Fiscal Impact: None.

B. Contract with Kofile Technologies Inc for Preservation of Historical Records

Departments: Clerk-Recorder

Proposed contract with Kofile Technologies, Inc., pertaining to the digitization and preservation of historical real property records. This was previously approved in the Clerk-Recorder's 2017/2018 FY budget, we are only asking for final approval on the contract with our vendor.

Recommended Action: Authorize Bob Gardner, Chair of the Board, to sign contract with Kofile Technologies, Inc. in an amount not to exceed \$170,000 on

behalf of the County of Mono and the Clerk-Recorder division.

Fiscal Impact: Not to exceed \$170,000 in the current fiscal year, to be paid from Modernization funds. This expenditure was previously approved in the Clerk-Recorder's 2017/2018 budget.

C. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 1/31/2018.

Recommended Action: Approve the Treasury Transaction Report for the month ending 1/31/2018.

Fiscal Impact: None.

D. FY 2014/18 Public Health Emergency Program Agreement #14-10521-A05

Departments: Public Health

During fiscal year 2016/17, the Hospital Preparedness Program (HPP) grant, which is one of three funding streams under the Public Health Emergency Program, was not fully expended. The California Department of Public Health (CDPH) allowed Mono County Health Department (MCHD) to complete a budget revision to shift funds between categories to better reflect actual services performed.

Recommended Action: Approve County entry into the Public Health Emergency Program Agreement #14-10521-A05 and authorize the Public Health Director's signature to execute said contract on behalf of the County, including the Standard Agreement (STD 213A) and Contractor Certification Clause (CCC) Forms.

Fiscal Impact: There is no fiscal impact to the County General Fund. The agreement amendment will provide Mono County Health Department with \$3,900 to pay for communications equipment purchased by Mammoth Hospital under the Hospital Preparedness Program (HPP) grant.

E. AIDS Drug Assistance Program (ADAP) Enrollment Site Amended Contract #16-10377/A01 for July 1, 2016-June 30, 2020

Departments: Public Health

(Bryan Wheeler) - Proposed amended contract with California Department of Public Health (CDPH) Office of AIDS for the AIDS Drug Assistance Program (ADAP) Enrollment Site Contract #16-10377/A01 for July 1, 2016-June 30, 2020.

Recommended Action: Approve County entry into the AIDS Drug Assistance Program (ADAP) Enrollment Site Amended Contract #16-10377/A01 and authorize the Director of Public Health's signature to execute said contract on behalf of the County including minor amendments that may occur in the 4-year contract period of July 1, 2016-June 30, 2020 with approval as to form by County Counsel.

Fiscal Impact: There is no impact on the Mono County General Fund.

F. Sierra CAMP Membership Agreement and Designation of Representatives

Departments: Board of Supervisors

(Supervisor Gardner) - Agreement regarding County's participation/membership in the Sierra Climate Adaptation and Mitigation Partnership (CAMP).

Recommended Action: Designate Supervisor Stacy Corless to serve as the County's representative to Sierra CAMP and Bob Gardner to serve as the County's alternate member. Approve and authorize Supervisor Corless to sign the Sierra CAMP membership agreement.

Fiscal Impact: None.

G. Reappointment to the First 5 Children and Families Commission

Departments: First 5

Reappointment of Jeanne Sassin to the First 5 Mono County Children and Families Commission.

Recommended Action: Reappoint Jeanne Sassin, Principal of Lee Vining Schools, to serve as representative of local school districts a subsequent three year term on the First 5 Commission expiring March 16, 2021.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Inyo Mono County Cattlemen's Association Letter

Letter from the Inyo Mono County Cattlemen's Association regarding the elimination of stock water and water for irrigation from proposed Los Angeles Department of Water and Power (LADWP) land leases in Long Valley and Little Round Valley.

7. REGULAR AGENDA - MORNING

A. Human Resources Department Presentation

Departments: Human Resources

15 minutes

(Dave Butters) - Presentation by Dave Butters regarding the function of Human Resources in Mono County and progress on goals.

Recommended Action: No action recommended.

Fiscal Impact: None

B. Risk Management Department Presentation

Departments: Risk Management

15 minutes

(Jay Sloane) - Presenting the functions and goals of the Risk Management Department.

Recommended Action: Provide any desired direction to staff.

Fiscal Impact: None

C. Authorization to Bid for the 2018 Mono County Fog Seal and Striping Project

Departments: Public Works

20 Minutes (10 minute presentation; 10 minute discussion)

(Chad Senior) - This project will provide pavement preservation (fog sealing) and striping rehabilitation to Bridgeport Streets, Lee Vining Streets, Chalfant Streets, Swall Meadows Streets, Paradise Streets, Owens Gorge Road, and Crowley Lake Drive. Additionally, bid alternates will include June Lake Streets, Lundy Lake Road, Bryant Field Airport, Lee Vining Airport, Rimrock Zone of Benefit Streets, and the southern portion of Lower Rock Creek Road. Due to the size of the attachment, the 2018 Mono County Fog Seal Striping Project Plan Set, Parts 1 and 2, can be found at the following link: <https://monocounty.ca.gov/bos/page/board-supervisors-16>

Recommended Action: Approve bid package, which includes the project manual, plans, and specifications, for the 2018 Mono County Fog Seal and Striping Project. Authorize the Public Works Department to issue and advertise an Invitation for Bids for the project. Provide any desired direction to staff.

Fiscal Impact: This project is funded with \$420,000.00 of Senate Bill No. 1 (SB1) funds. The exact amount of any contract executed for this project will depend on the actual bids received. Project alternates for other roads and airport runways may be funded by the appropriate enterprise funds. Payments to contractors are not expected to impact the General Fund, however the General Fund is obligated to pay an annual maintenance of effort of \$522,033 to the Road Fund as a condition of retaining SB 1 funding currently earmarked for this project.

D. First Amendment to Economic Development Manager Employment Agreement

Departments: Human Resources

5 minutes

(Dave Butters) - Proposed resolution approving a first amendment to the

employment contract with Jeff Simpson as Economic Development Manager, to extend the term of the contract by four months.

Recommended Action: Announce Fiscal Impact. Approve Resolution #R18-_____, Approving a first amendment to the employment contract with Jeff Simpson as Economic Development Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for this position for the remainder of FY 2017-2018 (April 1 to June 30th) is approximately \$32,751 of which \$17,632 is salary, and \$15,119 is the cost of the benefits and was included in the approved budget. The cost for July 2018 (FY 2018-2019) will be approximately \$10,947 of which \$5,877 is the cost of salary and \$5,070 is the cost of benefits.

E. Tribal Cannabis Operations in Mono County

Departments: CAO

1 hour

(John Glazier, BCDC Chairman; Janice Mendez, BCDC Board Member) - A presentation from BCDC Board members discussing why BCDC is pursuing a cannabis operation.

Recommended Action: Mono County Staff Recommendation: Consider the BCDC request for an authorization letter for this project, and any future requests, on a case-by-case basis, following conclusion of current legislative process related to a bill now being negotiated among tribal representatives and representatives of state and local government, and following adoption of the County's regulatory program. Requested Action from Tribe: Inserting language into County cannabis regulations acknowledging that cannabis operations on tribal lands is not regulated by the County and approving a letter of authorization from the County of Mono stating this fact so that the Tribe's corporation has the option to pursue a state license.

Fiscal Impact: None.

F. AB 2292 Letter of Support

Departments: Board of Supervisors

10 minutes (5 minute presentation; 5 minute discussion)

A letter of support for Assembly Bill 2292, which will increase state funding rates for infant and toddler care, creating a grant program to fund implementation and startup costs of new child care facilities, and expanding a fund to recruit a new generation of family child care providers.

Recommended Action: Authorize the Chair of the Board of Supervisors to sign a letter of support of AB 2292.

**G. Fiscal Impact: None.
AB 2727 Letter of Support**

Departments: Board of Supervisors
10 Minutes

(Supervisor Corless) - A letter of support for Assembly Bill 2727, which provides a personal income tax credit for costs incurred for training and equipment by qualified firefighters.

Recommended Action: Authorize the Chair of the Board of Supervisors to sign a letter of support of AB 2727.

**H. Fiscal Impact: None.
NACo Conference Update**

Departments: Board of Supervisors
15 Minutes

(Supervisor Corless) - Supervisors Corless and Gardner will discuss the National Association of Counties Conference they attended in March of 2018.

Recommended Action: None.

Fiscal Impact: None.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

9. CLOSED SESSION

A. Closed Session - Threat to Public Services or Facilities

Threat to Public Services or Facilities. Consultation with Risk Manager, Jay Sloane.

B. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

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 April 3, 2018

Departments: Finance

TIME REQUIRED 5 minutes

PERSONS Janet Dutcher

SUBJECT Resolution for Stacey Westerlund in
Appreciation for Her Years of County
Service

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution to recognize Stacey Westerlund's retirement and her 20 years of service to Mono County.

RECOMMENDED ACTION:

Approve proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
3/29/2018 6:09 AM	County Administrative Office	Yes
3/28/2018 4:41 PM	County Counsel	Yes
3/29/2018 8:47 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board minutes for the regular meeting of March 13, 2018.

RECOMMENDED ACTION:

Approve the Board minutes for the regular meeting of March 13, 2018.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[3-13-18 Draft Minutes](#)

History

Time	Who	Approval
3/29/2018 12:56 PM	County Administrative Office	Yes
3/27/2018 11:59 PM	County Counsel	Yes
3/22/2018 8:59 AM	Finance	Yes



**DRAFT MEETING MINUTES
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.

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting
March 13, 2018**

Flash Drive	Board Room Recorder
Minute Orders	M18-50 – M18-51
Resolutions	R18-16
Ordinance	ORD18-03 Not Used

9:01 AM Meeting called to order by Chair Gardner.
Supervisors Present: Corless, Gardner, Peters, and Stump.
Supervisors Absent: Johnston.

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

Pledge of Allegiance led by Supervisor Corless

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

Leslie Chapman, CAO:

- Impressed with the departmental presentations.
- Monthly meetings with the department heads.
- Coffee with the CAO.
- Rebecca Buccowich is still out – broke her leg.
- Continuing to meet on a fairly regular basis regarding South County facility.
- Thanks to Tony Dublino and Finance Director Dutcher because they are keeping the

Note:

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

projects moving forward.

- Took a week vacation.
- Avalanche - grateful to our first responders, impressed by how all of our agencies pulled together and worked things out. Grateful there were no casualties.
- Attending cannabis meetings.
- Met with our Behavioral Health Director Robin Roberts, Amanda Greenberg, housing options that they are working on.
- Budget kick-off meeting.
- Medical Health Operator Coordinator meeting.
- Two meetings hosted by Nate Greenberg – Emergency Communications Committee; Stakeholders Meeting for his strategic plan.
- Reminded Board that April 2 is the second Board Governance Workshop.
- Northern Mono Hospice group request, are applying for a grant, have had positive feedback from Board, going to prepare a letter for them in support of their grant.
- Have received an appointment from State Controller Betty Ye, County accounting procedures to represent CAOs. Meetings to approve and review county budgeting procedures before the state prescribes them into regulation.

4. DEPARTMENT/COMMISSION REPORTS

No one spoke.

5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Board Minutes

Departments: Clerk of the Board

Approval of Board Minutes from the regular meeting on March 6, 2018.

Action: Approve the Board Minutes from the regular meeting on March 6, 2018.

Peters moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Johnston

M18-50

B. Consolidation of Elections - Municipal

Departments: Elections

The Mammoth Lakes Town Council has requested that the General Municipal Election be consolidated with the Statewide Direct Primary Election, and that the Mono County Elections Division conduct the election and canvass the returns.

Action: Consider and potentially adopt Resolution R18-16, Consolidating the General Municipal Election with the Statewide Direct Primary Election, and directing the Mono County Elections Division to conduct the election and canvass the returns.

Peters moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Johnston

R18-16

Note:

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6. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Bridgeport Colony Development Corporation Commercial Cannabis Activity

Letter from the Bridgeport Colony Development Corporation requesting a letter of authorization from the Board of Supervisors in order to apply for state licensure to engage in commercial cannabis activity.

Supervisor Peters:

- Two weeks ago, went to Bridgeport Indian Colony (BIC) to discuss some future plans of the tribe to engage in commercial cannabis activities. Asked that they formally request of the Board of the intentions they have of moving forward.

John Glazier, Chairman BIC

- Our endeavor on the cannabis production, Ryan Ellis from Compassionate Investments will be building the facility.
- Our goal is to help Bridgeport economic development all the way around, by donating money to the schools, any other endeavors like 4th of July Committee, etc.
- Without giving up our sovereign immunity, we would abide by all of the regulations that Mono County and state impose on us.
- We are addressing medicinal products, not recreational use. Will not be using a dispensary.
- It is in an isolated area on the colony. Away from the people of Bridgeport.
- We would like the Board to give us a letter of support to pursue state license.

Supervisor Gardner:

- Bring back as agenda item in future?

Ryan Ellis, President Compassion Investments:

- Been working with BIC for the past year.
- See not pursuing the state license as a much longer time line for their operation to get underway.
- Moratorium: applies to unincorporated areas of Mono County; Reservation land doesn't necessarily fall in that category.

B. Application for Alcoholic Beverage License

Application for alcoholic beverage license(s) by Balanced Rock Saloon in June Lake.

C. Agricultural Commissioner and Sealer of Weights and Measures Department Update March 2018

Department Report for the Inyo / Mono Agricultural Commissioner and Sealer of Weights and Measures.

Note:

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7. REGULAR AGENDA - MORNING

A. FY 2018-2019 Budget Update

Departments: Finance, CAO

(Janet Dutcher, Leslie Chapman) - CAO and Finance will update the Board about the FY 2018-2019 budget development and process.

Action: Receive information and provide direction to staff, if desired.

Janet Dutcher, Finance Director:

- Second update of the FY 2018-19 Budget process.

Leslie Chapman, CAO:

- Couple of complications trying to sort out; ongoing vs one-time expenses.
- Increased level of work on the admin. side of things.
- April 6 is the deadline for departments.

B. Contract for Interim Public Works Director

Departments: CAO

(Leslie Chapman) - Proposed contract with Willdan Consulting for the provision of Interim Public Works Director services by Doug Wilson.

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

Stump moved; Corless seconded

Vote: 4 yes; 0 no; 1 absent: Johnston

M18-51

Leslie Chapman, CAO:

- Asking Board to direct staff to use salary savings from Jeff Walters departure on someone.
- Person will help with recruitment of a Public Works Director.
- Wants him to stay working with the Public Works staff to aid with the transition.

Stacey Simon, County Counsel:

- Provided amended contract (available in additional documents).
- Modify standard indemnification language made by firm that employs the individual.
- Language in the scope of work, no road commission, director of transportation.
- Took out other insurance besides auto.
- Change to the schedule of fees.

C. Animal Control Department Presentation

Departments: Animal Control

(Angelle Nolan) - Overview of Mono County Animal Control Department functions and programs.

Action: None; informational only.

Angelle Nolan, Animal Control:

- Provided overview of department.

Break: 10:02 AM

Note:

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

Reconvene: 10:11 AM

D. Proposed Amendments to Chapter 7.92 of the Mono County Code Pertaining to Smoking

Departments: Public Health

(Nancy Mahannah) - Presentation by Public Health on smoking control policies, statistics, community feedback and proposed amendments to Mono County Code Chapter 7.92 pertaining to tobacco and cannabis smoking policies and restrictions, including but not limited to: creation of smoke-free public areas: smoke free multi-unit housing for units with smoke-free provisions in their leases, Covenants Codes and Restrictions or Homeowners Association Rules; and prohibition of the sale of flavored tobacco products.

Action: Receive presentation. Following discussion on proposed amendments to Mono County Code Chapter 7.92, introduce, read title, and waive further reading of proposed ordinance No. ORD18-__ Amending Mono County Code Chapter 7.92 Pertaining to the County's Smoking Policy. Provide any desired direction to staff.

Nancy Mahannah, Public Health:

- Did not go through PowerPoint presentation.
- Multi-Unit Housing part changed at request of Supervisor Stump

Christy Milovich, Assistant County Counsel:

- Top of page 6, Section 92040 Paragraph A (where to find changes).

Board Consensus to defer the item.

E. Assessor's Department Presentation

Departments: Assessor's

(Barry Beck) - The Assessor's Office will provide an update on the progress toward the departmental goals stated on the 2017-2018 Budget Narrative.

Action: None; informational only.

Barry Beck, Assessor:

- Went through presentation (available in additional documents).

F. WORKSHOP – General Plan and June Lake Area Plan Updates on Short-Term Rental Policies

Departments: CDD

(Wendy Sugimura) - Presentation on the process and community workshop results for short-term rentals in June Lake, which have resulted in suggested amendments to the General Plan and Mono County Code.

Action: Receive workshop presentation and provide any desired direction to staff regarding a General Plan Amendment package to be brought to the Board in April.

Wendy Sugimura, CDD:

Note:

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- Handed out physical copies of the linked document (attachment 1 from the staff report).
- Went through presentation
- Updated PowerPoint (available in additional documents).

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

9. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Employee Evaluation, County Counsel

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

Reconvene: 1:04 PM

Nothing to report out of Closed Session.

THE AFTERNOON SESSION WILL BEGIN NO EARLIER THAN 1:00 P.M.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. REGULAR AGENDA - AFTERNOON

A. Mono County First 5 2016-17 Evaluation Report

Departments: First 5

Evaluation of services provided to families and children prenatal to five years old in Mono County for Fiscal Year 2016-17.

Action: Receive the report of activities and evaluation results from First 5 Mono County and provide comments about services to families prenatal to five.

Molly DesBaillets, Director of First 5:

- Introduce item.
- Partnerships with the County.

B. Cannabis Regulatory Program - Policy Items for Board Consideration

Departments: CAO; County Counsel; Community Development

Note:

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

(Tony Dublino, Christy Milovich, Wendy Sugimura) - Presentation regarding the County's Cannabis regulatory program--proposed structure and policy items for Board consideration.

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

Tony Dublino, Assistant CAO:

- Provided overview.
- Hoping for public stakeholder and Board input.

Public Comment:

Jeph Gundzik, Banner Springs Ranch
Ryan Ellis, Compassionate Investments
Sally Rosen
Delinda Gundzik, Banner Springs Ranch

Break: 2:27 PM

Reconvene: 2:35 PM

Sheriff Braun:

- Explained background checks, qualifications for licensee.

Sandra Pearce, Public Health Director:

- Hand out (available in additional documents).

12. BOARD MEMBER REPORTS

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

Moved to next Tuesday (March 20, 2018).

ADJOURNED at 3:48 PM

ATTEST

BOB GARDNER
CHAIR OF THE BOARD

SCHEEREEN DEDMAN
SR. DEPUTY CLERK

Note:

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: Clerk-Recorder

TIME REQUIRED

SUBJECT Contract with Kofile Technologies Inc
for Preservation of Historical Records

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract with Kofile Technologies, Inc., pertaining to the digitization and preservation of historical real property records. This was previously approved in the Clerk-Recorder's 2017/2018 FY budget, we are only asking for final approval on the contract with our vendor.

RECOMMENDED ACTION:

Authorize Bob Gardner, Chair of the Board, to sign contract with Kofile Technologies, Inc. in an amount not to exceed \$170,000 on behalf of the County of Mono and the Clerk-Recorder division.

FISCAL IMPACT:

Not to exceed \$170,000 in the current fiscal year, to be paid from Modernization funds. This expenditure was previously approved in the Clerk-Recorder's 2017/2018 budget.

CONTACT NAME: Helen Nunn

PHONE/EMAIL: 760-932-5534 / hnnun@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract

History

Time

Who

Approval

3/29/2018 12:56 PM	County Administrative Office	Yes
3/28/2018 12:08 AM	County Counsel	Yes
3/29/2018 8:41 AM	Finance	Yes



COUNTY OF MONO

P.O. Box 237, Bridgeport, California 93517 Phone: 760-932-5530 Fax: 760-932-5531

Shannon Kendall
County Clerk *or* Recorder *or* Registrar
Clerk of the Board of Supervisors

Helen Nunn
Assistant County Clerk *or* Recorder *or* Registrar
Assistant Clerk of the Board of Supervisors

TO: Honorable Board of Supervisors

FROM: Helen Nunn, Assistant Clerk-Recorder-Registrar

DATE: April 3, 2018

Discussion

The Clerk-Recorder's office has 69 volumes of historical books, records, and indexes that are not protected as they should be. Our office is mandated to retain real property records. Government Code, Section 14740, California's Records Management Program is designed to "... apply efficient and economical management methods to the creation, utilization, maintenance, retention, preservation, and disposal of state records." When records have historic or research significance, they should be preserved. An effective records management program is not only cost effective, but makes for an easier task of using these records for research.

The records in the Clerk-Recorder's vault that are of historical and research value include General Indexes to Grantees and Grantors, Indexes to Mining Deeds and Mining Claims, Deeds to Town Lots, Bodie Mining Records, Mining Records in numerous other districts, Proof of Labor, Records of Indian Mining, among other historical documents. These records date back to as early as 1860 and are in desperate need of restoration. We plan on having Kofile Technologies, Inc. digitize, restore, and preserve our historic records for the benefit of the public and to ensure the history of Mono County contained within is available for future generations.

Recommendation

Authorize Bob Gardner, Chair of the Board, to sign contract with Kofile Technologies, Inc. on behalf of the County of Mono and the Clerk-Recorder division.

Fiscal Impact

No to exceed \$170,000 in the current fiscal year, to be paid from Modernization funds. This expenditure was previously approved in the Clerk-Recorder's 2017/2018 budget.

**AGREEMENT BETWEEN COUNTY OF MONO AND KOFILE TECHNOLOGIES
FOR THE PROVISION OF PRESERVATION AND ARCHIVAL
DIGITIZATION SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the preservation and archival digitization services of KOFILE TECHNOLOGIES, of Carson City, Nevada, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the County Clerk-Recorder-Registrar, or an authorized representative thereof. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. By this Agreement the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

2. TERM

The term of this Agreement shall be from January 1, 2018, to June 30, 2018, unless sooner terminated as provided below.

3. CONSIDERATION

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the 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 the County to Contractor for services and work performed under this Agreement shall not, under any circumstance, exceed one hundred seventy thousand dollars (\$170,000.00) (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done 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 the 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 the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

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

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

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the 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 the 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

The 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 the 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 \$1 million (\$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:

- 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 \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$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 thirty (30) days written notice to the County.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono 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 the 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, the County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the 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 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 the County.

16. DEFAULT

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the

County, the County may declare the 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 the 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 the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the 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 the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying

Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
Mono County Clerk/Recorder
Attn: Shannon Kendall, Clerk-Recorder-Registrar
PO Box 237
Bridgeport, CA 93517
760.932.5530
skendall@mono.ca.gov

Contractor:
Kofile Technologies
Attn: Patty Melton, Account Manager
1558 Forrest Way
Carson City, VV 89706
855.767.8697
Patty.melton@kofile.us

25. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THE DATE FIRST ABOVE MENTIONED.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

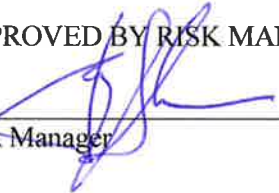
Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:



County Counsel

APPROVED BY RISK MANAGEMENT:



Risk Manager

By: _____

Dated: _____

By: John D. Wolf
John D. Wolf, CFO, Kofite Technologies, Inc.

Dated: 3/7/2018

Taxpayer's Identification or Social Security
Number: 26-4034328

APPROVED AS TO FORM:

C. MINTZ

County Counsel

APPROVED BY RISK MANAGEMENT:

[Signature]

Risk Manager



ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO AND KOFILTE TECHNOLOGIES
FOR THE PROVISION OF PRESERVATION AND ARCHIVAL
DIGITIZATION SERVICES**

TERM:

FROM: January 1, 2018 TO: June 30, 2018

SCOPE OF WORK:

For a detailed description of the digitization services to be provided by Contractor under this Agreement, please see attached Exhibit 1, Proposal Letter from Kofilte Technologies, dated November 21, 2017, and incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO AND KOFILTE TECHNOLOGIES
FOR THE PROVISION OF PRESERVATION AND ARCHIVAL
DIGITIZATION SERVICES**

TERM:

FROM: January 1, 2018 TO: June 30, 2018

SCHEDULE OF FEES:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed **\$170,000.00** (“**Contract Limit**”).

County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the above-mentioned Contract Limit.

For a breakdown of the fees, please see attached Exhibit 1, Proposal Letter from Kofilte Technologies, dated November 21, 2017, and incorporated herein by this reference.



November 21, 2017

Honorable Shannon Kendall
Mono County Clerk-Recorder-Registrar
PO Box 237
Bridgeport, CA 93517

Dear Hon. Shannon Kendall,

The proposal addresses the Phase I project for the preservation and archival digitization of Real Property Records designated for priority consideration by the Office of the Mono County Clerk-Recorder-Registrar. Kofile Technologies, Inc. (Kofile) will address all of the necessary services for these assets. Phase I includes 68 volumes and one certificate (with a Good Faith Estimate of 27,306 pages).

Kofile proposes a unique solution that no other vendor can offer. This project addresses the preservation, long-term management, and digital access of this collection. Preservation insures the survival of **source originals** for the application of future technologies.

PROJECT UNDERSTANDING

At Kofile, each project is unique and deserves special attention. Preservation minimizes chemical and physical deterioration to prolong the original's existence and useful life. Oftentimes, this includes preserving and removing the original from public access, and creating a security copy. Preservation can incorporate conservation, treatment, stabilization, preventative care, or digitization—or any maintenance or repair.

Historical and archival government records have permanent retention schedules. The California Secretary of State's *Local Government Records Management Guidelines* define "Archival Record" as "Records with enduring value because they reflect significant historical events, document the history and development of an agency, or provide valuable research data" (Archives Division Records Management, Feb. 2006). The Guidelines continue, identifying the primary principle of record management:

According to Government Code, Section 14740, California's Records Management Program is designed to "...apply efficient and economical management methods to the creation, utilization, maintenance, retention, preservation, and disposal of state records." Effective Records Management ensures that records are kept only as long as they have some administrative, fiscal, or legal value.

When records no longer fulfill the value for which they were created, they should be destroyed unless they also have some historic or research significance. If that is the case, the records should be preserved by an appropriate historical agency. Staff members should realize that an effective records management program is not only cost effective, it will also make their jobs easier. They should also know that records retained beyond their value "just in case" only extend the agency's legal liability in the event of adverse litigation. These principles apply to all levels of government.

1558 FORREST WAY, CARSON CITY, NEVADA 89706
P: 855/ 767.8697 F: 775/ 883.9978 WWW.KOFILE.US

PROJECT OVERVIEW

To purchase via CMAS, please reference Kofile's **CMAS Contract No. 3-13-36-0096A** directly on the County PO. Please see the contract package accompanying this proposal. Due to the expiration of Kofile's CMAS Contract, to purchase via CMAS, any POs must be issued by 12/31/17. Please see the following pages for itemized pricing per each volume.

MONO COUNTY CLERK-RECORDER-REGISTRAR, CA PHASE I PRICING OVERVIEW								
RECORDS SERIES TITLE	QTY.	DATE	PAGE COUNT	LEVEL OF SERVICE	PROJECT PRICE QUOTE			LINE ITEM TOTAL
					PRESERVE (Or Defined Service)	IMAGE	MICROFILM	
Dept. of Commerce & Labor	1 cert.		1	PRV/IM/MM	\$656.50	\$0.76	\$0.05	\$657.31
Various Volumes	41 vols.	1860-1942	7,055	PRV/IM/MM	\$40,693.61	\$3,397.68	\$356.28	\$44,447.57
General Index Grantor/Grantee	27 vols.	1943-1989	20,250	PRV (No Encapsulation)/IM/MM	\$82,802.03	\$24,573.58	\$1,022.63	\$108,398.24
SUBTOTAL					\$124,152.14	\$27,972.02	\$1,378.96	\$153,503.12
ESTIMATED TAX (7.25%)					n/a	\$2,027.97	\$1,478.93	\$3,506.90
PROJECT TOTAL					\$124,152.14	\$29,999.99	\$2,857.89	\$157,010.02

COUNTY ACCEPTANCE & TERMS

- ▶ Without a signed agreement, prices are good for 90 days. Upon approval, pricing remains firm for the first fiscal year.
- ▶ The price quotes herein include estimated applicable sales tax. However, these are the responsibility of the County.
- ▶ Pricing is based on a Good Faith Estimate of page counts. Final pricing is determined upon review at the Kofile lab. Billing occurs on actual page counts per the applicable pricing; not to exceed the P.O. without authorization.
- ▶ Many volumes in this inventory have low page counts and may be combined. These are priced at Kofile's minimum cost for service. If combined with another book upon an in-house assessment, then preservation charges are adjusted.

PURCHASING VEHICLE: CMAS Contract No. 3-13-36-0096A Other: _____

Signature/Title of Authorized County Representative

Date

Records receive the following services as appropriate.

(PRV) Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind

- A permanent log is created for each volume to record condition, page order, and services/treatments. A final quality check references this log.
- Dismantle volumes. Sheets are inspected and control numbered as necessary.
- Surface clean sheets to remove deposits.
- Mend tears with archival, acid free, and reversible materials. Mending is accomplished with either Japanese tissue and methyl cellulose adhesive, or Filmoplast R® (an acrylic based and heat set tissue).
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.
- [NOT APPLICABLE TO GRANTOR/GRANTEE INDEXES] Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Dimensions match the "book block" dimensions, with a 1¼" binding margin.

- Re-bind in custom-fitted and stamped binder. If encapsulated, a volume may return split, depending on page count. A dedication/treatment report is included in each binder. Index tabs are repaired or replaced, as necessary.

The following binders are identified for the inventory:

- General Index Grantors/Grantees: Rebinding in Heritage Recorder Binders
- All Other Records: Rebind in Disaster Safe County Binders™ (DSB)

(IM) Archival Imaging— Capture, Processing, & Enhancement

- Capture at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and readability. Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format.
- Image Perfect, Kofile's proprietary software, ensures the optimum image quality and uniformity with custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing.
- Images are named (for the directory file structure) by Book, Volume, and Page.
- Index images receive image stitching, if necessary, if entries horizontally span the length of more than one page.
- If requested, annotations (Book, Volume, and Page; or custom) are electronically added on the digital image.
- Each image is certified and sight checked to ensure there are no missing pages, double feeds, and to account for "A" pages (added to the original).
- The County receives one MASTER COPY (e.g., external harddrive, thumbdrive DVD, CD).
- Kofile can hold a security copy of all images for safekeeping. Kofile does not sell, distribute, or grant unauthorized access to County records.

(MM) Archival Microfilm

- Create 16mm archival microfilm from the newly digitized images as a security back-up.



CALIFORNIA MULTIPLE AWARDS SCHEDULE (CMAS)

Kofile holds a CMAS contract based on its GSA Schedule 36 Contract, and extends this purchasing vehicle to Mono County until 12/31/17.

CMAS extends access to quality products/ services at prices otherwise only available to the Federal Government. As CMAS suppliers are all awardees of GSA contracts, the County is guaranteed competitive prices. Kofile passed a rigorous series of qualifications and price justifications for its GSA award to prove its pricing is fair and reasonable.

Public Contract Code Sections 10290 et seq. and 12101.5 include approval for local governments to use CMAS contracts for products and services.

Upon acceptance of a CMAS Application, the State of California awards the supplier a CMAS contract, which includes contract terms and conditions, policies, and guidelines specific to California. CMAS provides the County with several benefits:

- ▶ Ease of use, quality products and services, shorter lead time, low administrative costs (associated with competitive bids), and access to suppliers with expertise and superior performance records.
- ▶ CMAS transactions are not competitive bids, so small business preference, protest language, intents to award, evaluation criteria, advertising, etc. are not applicable.
- ▶ Awards are based on best value criteria and are not restricted to lowest cost.

The applicable CMAS billing line item includes:

CMAS LINE ITEMS	PART NO.	DESCRIPTION	UNIT PRICE	QTY.	TOTAL PRICE
	PRV004	Paper Conservation	\$142.12/ Hour	1,080.09513	\$153,503.12 (Taxes are excluded)

Please note that the CMAS Contract name reflects Kofile's old company name due to an error with the GSA eLibrary. The name change is reflected in SAM and GSA Advantage. As CMAS uses the GSA eLibrary to verify a name change, Kofile maintains a DBA in California to suffice until this is corrected.

PROJECT INVENTORY & ITEMIZED PRICING

Following is a breakdown of the project inventory and itemized pricing for each volume.

- A volume is considered oversized if the shortest sheet edge measures greater than 12". These volumes incur additional charges to account for increased binder materials and Mylar.
- Many volumes in this inventory have low page counts. If appropriate, these may be combined following service. These are priced at Kofile's minimum cost for service. If combined with another book upon an in-house assessment, then preservation charges would be adjusted. Binders return with approximately 320 pages each.

INVENTORY KEY

FORMAT

LL Loose Leaf (post) binder.

BD Bound (sewn) binder.

= Volume is priced for combination with another volume.
Separate binding will incur additional charges.

= Volume priced at a minimum charge for preservation, and is a candidate for combination with another volume (if appropriate).

PROJECT INVENTORY AND ITEMIZED PRICING PHASE I

RECORDS SERIES TITLE	VOLUME	PAGES	SHEET SIZE	FORMAT	CONDITION	LEVEL OF SERVICE	NEW BINDER	PRICE QUOTE
CERTIFICATE: DEPT. OF COMMERCE & LABOR								
Dept. of Commerce & Labor	Cert. of Naturalization	1		Certificate	Fair	PRV/IM	DSB	\$657.31

VARIOUS VOLUMES

RECORDS SERIES TITLE	VOLUME	DATE	PAGES	SHEET SIZE	FORMAT	CONDITION	LEVEL OF SERVICE	NEW BINDER	PRICE QUOTE
Deeds Town Lots		1880-1881	12	9x7	BD	Extremely Poor	PRV/IM	DSB	\$64.24
4th of July Funds			16	16x10	BD	Fair	PRV/IM	DSB	\$669.42
Assessment Roll		March 1, 1867	104	12x8	BD	Fair	PRV/IM	DSB	\$740.53
Blind Springs Loc. Notices	B	1875-1897	481	13x18	BD	Fair	PRV/IM	DSB	\$2,574.79
Bodie Mining Dist. Index of Claims		1865-1914	54	12x8	BD	Fair	PRV/IM	DSB	\$700.13
Bodie Mining Records	I	1891-1899	225	14x8	BD	Fair	PRV/IM	DSB	\$1,204.43
Bodie Mining Records	K	1905-1914	134	14x8	BD	Fair	PRV/IM	DSB	\$764.77
Compositions			184	12x8	BD	Fair	PRV/IM	DSB	\$984.95
Dup. Assessment Roll for Mono Cnty		1868	230	12x8	BD	Fair	PRV/IM	DSB	\$1,231.19
Index to Bodie Mining Records	A, B, C	1860-1863	60	12x8	BD	Fair	PRV/IM	DSB	\$704.98
Index to Location of Mining Claims		1861-1880	200	15x10	BD	Fair	PRV/IM	DSB	\$1,070.60
Index to Mining Deeds		1861-1863	400	12x8	BD	Fair	PRV/IM	DSB	\$2,141.20

**PROJECT INVENTORY AND ITEMIZED PRICING
PHASE I**

RECORDS SERIES TITLE	VOLUME	DATE	PAGES	SHEET SIZE	FOR-MAT	CONDITION	LEVEL OF SERVICE	NEW BINDER	PRICE QUOTE
VARIOUS VOLUMES <i>cont'd.</i>									
Index to Mining Deeds		1863-1878	400	12x8	BD	Fair	PRV/IM	<i>DSB</i>	\$2,141.20
Index to Mining Deeds		1878-1912	400	14x9	BD	Fair	PRV/IM	<i>DSB</i>	\$2,141.20
Index to Mining Deeds		1912-1942	400	12x8	BD	Fair	PRV/IM	<i>DSB</i>	\$2,141.20
Indian Mining Dist.	1	1865-1889	296	12x8	BD	Fair	PRV/IM	<i>DSB</i>	\$1,584.49
Indian Mining Dist. Mining Records	2	1883-1879	216	12x8	BD	Fair	PRV/IM	<i>DSB</i>	\$1,156.25
Locations Bodie Mining Dist.	J		153	12x8	BD	Fair	PRV/IM	<i>DSB</i>	\$819.01
Mining Records Blind Springs Dist.	A	1865-1875	236	14x9	BD	Fair	PRV/IM	<i>DSB</i>	\$1,263.31
Mining Records Bodie		1878-1879	400	14x9	BD	Fair	PRV/IM	<i>DSB</i>	\$2,141.20
Mining Records Castle Peak Dist.	B	1879-1881	23	12x8	BD	Fair	PRV/IM	<i>DSB</i>	\$675.08
Mining Records Green Creek Dist.	A	1889-1896	106	18x11.5	BD	Fair	PRV/IM	<i>DSB</i>	\$795.68
Mining Records Masonic Dist.	A	1904-1905	122	13x8	BD	Fair	PRV/IM	<i>DSB</i>	\$755.08
Mining Records Patterson Dist.	A	1880-1882	192	10x8	BD	Fair	PRV/IM	<i>DSB</i>	\$1,027.78
Mining Records Patterson Dist.	B	1882-1888	430	10x8	BD	Fair	PRV/IM	<i>DSB</i>	\$2,301.79
Mining Records Patterson Dist.	C	1888-1896	172	14x8	BD	Fair	PRV/IM	<i>DSB</i>	\$920.72
Mining Records West Walker River Dist.	A	1903-1908	252	12 x 8	BD	Fair	PRV/IM	<i>DSB</i>	\$1,348.96
Mining Records West Walker River Dist.	B	1908-1910	20	12x8	BD	Fair	PRV/IM	<i>DSB</i>	\$672.66
Names of Citizens Naturalized			16			Fair	PRV/IM	<i>DSB</i>	\$669.43
Ordinance Book	A		76			Fair	PRV/IM	<i>DSB</i>	\$717.91
Proof of Labor Bodie	5	1901	200			Fair	PRV/IM	<i>DSB</i>	\$1,070.60
Proof of Labor Bodie	5	1908-1914	52			Fair	PRV/IM	<i>DSB</i>	\$698.52
Proof of Labor Bodie Dist.	2	1886-1898	288			Fair	PRV/IM	<i>DSB</i>	\$1,541.66
Road Overseers Accts.			5			Fair	PRV/IM	<i>DSB</i>	\$660.54
Record of Bond and Surety Comp.			76			Fair	PRV/IM	<i>DSB</i>	\$717.91
Record of Brands	1	1866-1915	135			Fair	PRV/IM	<i>DSB</i>	\$765.58
Records Indian Mining Dist.	3	1888-1897	60			Fair	PRV/IM	<i>DSB</i>	\$704.98
Records of Indian Mining Mono County			46			Fair	PRV/IM	<i>DSB</i>	\$693.67
Register of Dentists			2			Fair	PRV/IM	<i>DSB</i>	\$10.71
Register of PHS			100			Fair	PRV/IM	<i>DSB</i>	\$737.30
Taxes		1899-1900	81			Fair	PRV/IM	<i>DSB</i>	\$721.95

**PROJECT INVENTORY AND ITEMIZED PRICING
PHASE I**

RECORDS SERIES TITLE	DATE	PAGES	SHEET SIZE	FOR-MAT	CONDI-TION	LEVEL OF SERVICE	NEW BINDER	PRICE QUOTE
GENERAL INDEX GRANTOR/GRANTEE								
General Index Grantors	Apr. 28, 1943-Dec. 31, 1943	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
General Index Grantees	Apr. 28, 1943-Dec. 31, 1943	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
General Index Grantors	Jan. 1, 1959-June 30, 1967	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
General Index Grantees	Jan. 1, 1959-June 30, 1967	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
General Index Grantor/ee	July 1967-June 30, 1973	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	July 1970-June 30, 1973	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	July 1, 1973-Oct. 31, 1975	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Nov. 1, 1975-Dec. 31, 1976	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Jan. 1, 1977-Dec. 31, 1977	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Jan. 1, 1978-Dec. 31, 1978	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	April 28, 1943- Dec. 3, 1958	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Jan. 1, 1979-Oct. 31, 1979	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Nov. 1, 1979-July 31, 1980	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Aug. 1, 1980-Apr. 30, 1981	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	May 1, 1981-Dec. 31, 1981	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Jan. 1, 1982-Oct. 15, 1982	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Oct. 16, 1982-July 31, 1983	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Aug. 1, 1983-Mar. 31, 1984	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Apr. 1, 1984-Dec. 31, 1984	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Jan. 1, 1985-Oct. 31, 1985	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Nov. 1, 1985-July 31, 1986	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Aug. 1, 1986-Mar. 31, 1987	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Apr. 1, 1987-Nov. 30, 1987	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
	Dec. 1, 1987-Aug. 31, 1988	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75
Sept. 1, 1988-Apr. 10, 1989	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75	
Apr. 11, 1989-Sept. 31, 1989	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75	
Oct. 1, 1989-Dec. 31, 1989	750	18x15	LL	Fair	PRV (No Encapsulation)/IM	<i>Heritage Recorder</i>	\$4,014.75	

Please let me know if you have any questions. We look forward to serving Mono County and working together for the preservation of its public and historical assets.

Sincerely,

Patty Melton

Patty Melton
Account Manager
patty.melton@kofile.us

sgr

DESCRIPTIONS (Continued from Page 1)

automatic Waiver of Subrogation when required by written contract.

Named Insured is completed to include:

Kofile Technologies Group, Inc.
Enduro Binders, Inc. dba Trends Presentation Products
Tenacity Manufacturing Company
6480 Enduro Drive, LLC
Brown's River Marotti Co dba Kofile Preservation, Inc.
Cedar Springs Investments, LLC
Eastman Park Micrographics, Inc.
Nashoba, Inc.
Verticus, Inc.
Kofile Solutions Inc. dba Safeguard Solutions Inc.
Kofile Conversion Services Inc. dba BRC Conversion Services
Kofile Preservation Inc. dba Louisiana Binding Service
Safeguard Solutions, Inc.
BRC Conversion Services Corporation
Kofile Systems, Inc.
Louisiana Binding Services, Inc.
Business Resources Corp.
Castro & Harris, Inc.
Brown's River Marotti Co (inactive as of 6-25-09)
Eastman Park Micrographics, Inc. Dba Imaging 411, Inc.
EPM Equipment, LLC
Kofile Preservation, Inc. dba RecordSave, Inc.
Kofile Preservation, Inc.
CSS, Inc. dba Complete Systems Support, Inc.
Thorndike Investments, LLC
Bexar Archives, LLC
Kofile Technologies, Inc.
Kofile Technologies, Inc. dba Kofile Preservation, Inc.
Kofile, Inc.
PFA, Inc.

**** Workers Comp Information ****

Proprietors/Partners/Executive Officers/Members Excluded:
James Harper, President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS @VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
<p>1. Additional Insured – Broad Form Vendors</p> <p>2. Additional Insured – by Contract, Agreement or Permit relating to:</p> <ul style="list-style-type: none"> o Work performed by you o Premises you own, rent, lease or occupy o Equipment you lease <p>3. Aggregate Limit Per Location</p> <p>4. Blanket Waiver of Subrogation</p> <p>5. Bodily Injury Redefined – Mental Anguish</p> <p>6. Broadened Named Insured</p> <p>7. Broadened Property Damage</p> <ul style="list-style-type: none"> o Borrowed Equipment o Customers' Goods o Use of Elevators 	<p>8. Coverage Territory – Worldwide</p> <p>9. Duties in Event of Occurrence, Claim or Suit</p> <p>10. Expected or Intended Injury (PD)</p> <p>11. Medical Payments</p> <p>12. Newly Acquired or Formed Organizations</p> <p>13. Non-Owned Watercraft</p> <p>14. Personal and Advertising Injury</p> <p>15. Product Recall Expense</p> <p>16. Supplementary Payments Increased Limits</p>

1. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs 4. or 6.; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

a. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless

(a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and

(b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";

2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;

3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

5. To any:

(a) Lessor of equipment after the equipment lease expires; or

(b) Owners or other interests from whom land has been leased; or

(c) Managers or lessors of premises if:

(1) The "occurrence" takes place after you cease to be a tenant in that premises; or

(2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury, or "property damage" occurring after:

(a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- c. **Limits of Insurance** applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

3. AGGREGATE LIMIT PER LOCATION

- a. Under **Section III – Limits of Insurance**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.
- b. Under **Section V – Definitions**, the following definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. BLANKET WAIVER OF SUBROGATION

Section IV – Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

Under **Section V** the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. BROADENED NAMED INSURED

Section II – Who is An Insured is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180th day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

7. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS

The insurance for "property damage" liability is subject to the following:

- a. The **Damage To Property** exclusion under **Section I Coverage A** is amended as follows:

1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.

2. The exclusions for

(a) Property loaned to you;

(b) Personal property in the care, custody or control of the insured; and

(c) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is \$25,000 per "occurrence".

b. Under Section V – Definitions, the following definition is added:

"Customers' Goods" means goods of your customer on your premises for the purpose of being:

1. Repaired; or
2. Used in your manufacturing process.

c. The insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

8. COVERAGE TERRITORY – WORLDWIDE

The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere. However, the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

9. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Duties In The Event Of Occurrence, Claim or Suit is amended by adding the following paragraphs:

a. The requirements that you must

1. notify us of an "occurrence" offense, claim or "suit" and
2. send us documents concerning a claim or "suit"

apply only when such "accident" claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer of the corporation or insurance manager, if you are a corporation; or
4. A manager, if you are a limited liability company.

b. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

10. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)

The Expected Or Intended Injury exclusion under Coverage A Bodily Injury and Property Damage is replaced by:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

11. MEDICAL PAYMENTS - INCREASED LIMITS AND TIME PERIOD

a. In the Insuring Agreement under Coverage C Medical Payments, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.

b. The Medical Expense Limit is \$10,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.

c. This provision 11. does not apply if Coverage C - Medical Payments is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

12. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under Section II – Who Is An Insured, the time period limitation for newly acquired or formed organizations is replaced by:

Coverage under this provision is afforded only until the end of the current policy period.

13. NON-OWNED WATERCRAFT

a. Section II – Who Is An Insured is amended to include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

1. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
 2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- b. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 51 feet.
- c. The insurance afforded by this provision 13. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the **COMMERCIAL GENERAL LIABILITY CONDITIONS**.

14. PERSONAL AND ADVERTISING INJURY

The following exclusions under the definition of "personal and advertising injury" are amended as follows:

a. Insureds In Media Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting; or
- (2) Designing or developing content of websites for others.

However, this exclusion does not apply to paragraphs 14 a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

b. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or maintains for others.

15. PRODUCT RECALL EXPENSE

a. With respect to this Provision 15., the **Recall Of Products, Work Or Impaired Property** exclusion under **Coverage A Bodily Injury And Property Damage Liability** is deleted.

b. The following is added to **Section III - Limits Of Insurance** section:

1. The Limits of Insurance shown in the Product Recall Schedule and rules below fix the most we will pay regardless of the number of
 - (a) Insureds;
 - (b) "Covered recalls" initiated; or
 - (c) Number of "your products" recalled.
2. The Product Recall Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
3. Subject to 2. above, the Each Product Recall Limit is the most we will reimburse you for the sum of all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

Products Recall Schedule	
	Limits of Insurance
Product Recall Aggregate Limit	\$50,000
Each Product Recall Limit	\$25,000

The Limits of Insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- c. The following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** provision under **Section IV – Conditions**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

1. Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
2. Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
3. As often as may be reasonably required, permit us to inspect "your product" that demonstrates the need for the "covered recall" and permit us to examine your books and records. Also permit us to take damaged and undamaged samples of "your products" for inspection, testing and analysis; and permit us to make copies from your books and records;
4. Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
5. Permit us to examine any insured under oath, while not in the presence of any other insured and at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

- d. The following definitions are added to the Definitions Section:

1. "Covered recall" means a recall made necessary because the insured or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in or will result in "bodily injury" or "property damage".

2. "Product Recall Expense" means:

(a) The following necessary and reasonable expenses you incur exclusively for the purpose of recalling "your product":

- (1) For communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) For shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) For remuneration paid to your regular "employees" for necessary overtime;
- (4) For hiring additional persons, other than your regular "employees";
- (5) Incurred by "employees", including transportation and accommodations;
- (6) To rent additional warehouse or storage space; or
- (7) For disposal of "your products", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, but

"product recall expenses" does not include costs of regaining your market share, goodwill, revenue or profit.

(b) "Product Recall Expense" does not include any expenses resulting from:

- (1) Failure of any product to accomplish its intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance; and
- (7) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found

16. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

In the SUPPLEMENTARY PAYMENTS – Coverages A and B provision:

- a. The limit for the cost of bail bonds is amended to \$2,500; and
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 1/31/2018.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 1/31/2018.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Transaction Report for the month ending 1/31/2018](#)

History

Time	Who	Approval
3/29/2018 2:46 PM	County Administrative Office	Yes
3/28/2018 12:21 AM	County Counsel	Yes
3/14/2018 12:14 PM	Finance	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2017, End Date: 1/31/2018

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	1/4/2018	912828C65	1,500,000.00	T-Note 1.625 3/31/2019	99.71	1,495,605.47	6,428.57	1.87	1,502,034.04
Buy	1/9/2018	912828WS5	1,000,000.00	T-Note 1.625 6/30/2019	99.59	995,937.50	404.01	1.91	996,341.51
Buy	1/11/2018	61747MF63	245,000.00	Morgan Stanley Bank 2.65 1/11/2023	100.00	245,000.00	0.00	2.65	245,000.00
Buy	1/12/2018	501798LJ9	245,000.00	LCA Bank Corporation 2.3 1/12/2022	100.00	245,000.00	0.00	2.30	245,000.00
Buy	1/16/2018	796711C56	395,000.00	San Bernardino City CA SCH Dist 4 8/1/2020	104.05	410,985.65	3,335.56	2.35	414,321.21
Buy	1/16/2018	24422ESS9	500,000.00	John Deere Cap 2.3 9/16/2019	100.38	501,908.75	3,833.33	2.06	505,742.08
Buy	1/17/2018	313383FF3	1,000,000.00	FHLB 1.55 12/20/2019	99.05	990,510.00	1,162.50	2.06	991,672.50
Buy	1/17/2018	3133EH7F4	1,000,000.00	FFCB 2.35 1/17/2023	99.98	999,770.00	0.00	2.35	999,770.00
Buy	1/19/2018	310567AB8	245,000.00	Farmers State Bank 2.35 9/19/2022	100.00	245,000.00	0.00	2.35	245,000.00
Buy	1/23/2018	17275RAX0	500,000.00	Cisco Systems Inc 2.45 6/15/2020-15	100.26	501,300.00	1,293.06	2.34	502,593.06
Buy	1/23/2018	3135G0T94	1,000,000.00	FNMA 2.375 1/19/2023	99.44	994,410.00	0.00	2.49	994,410.00
Subtotal			7,630,000.00			7,625,427.37	16,457.03		7,641,884.40
Deposit	1/12/2018	LAIF6000Q	33,784.49	Local Agency Investment Fund LGIP	100.00	33,784.49	0.00	0.00	33,784.49
Deposit	1/31/2018	CAMP60481	10,933.13	California Asset Management Program LGIP	100.00	10,933.13	0.00	0.00	10,933.13
Deposit	1/31/2018	OAKVALLEY0670	5,430.80	Oak Valley Bank Cash	100.00	5,430.80	0.00	0.00	5,430.80
Deposit	1/31/2018	OAKVALLEY0670	18,120,295.57	Oak Valley Bank Cash	100.00	18,120,295.57	0.00	0.00	18,120,295.57
Subtotal			18,170,443.99			18,170,443.99	0.00		18,170,443.99
Total Buy Transactions			25,800,443.99			25,795,871.36	16,457.03		25,812,328.39
Interest/Dividends									
Interest	1/1/2018	794881BQ4	0.00	SALDEV 1.25 7/1/2019		0.00	1,000.00	0.00	1,000.00
Interest	1/3/2018	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	332.93	0.00	332.93
Interest	1/5/2018	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	297.26	0.00	297.26
Interest	1/8/2018	33583CTQ2	0.00	FIRST NIAGARA BK NATL ASSN 1.35 1/8/2018		0.00	1,667.34	0.00	1,667.34
Interest	1/10/2018	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	426.57	0.00	426.57
Interest	1/11/2018	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	332.93	0.00	332.93



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2017, End Date: 1/31/2018

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/13/2018	31938QQ98	0.00	FIRST BUSINESS BK MADISON WIS 1.9 1/13/2021		0.00	2,346.63	0.00	2,346.63
Interest	1/13/2018	89236TCP8	0.00	Toyota Motor Credit 1.55 7/13/2018		0.00	3,875.00	0.00	3,875.00
Interest	1/13/2018	51210SNP8	0.00	LAKESIDE BANK 1.4 8/13/2018		0.00	291.32	0.00	291.32
Interest	1/13/2018	3137EADB2	0.00	FHLMC 2.375 1/13/2022		0.00	11,875.00	0.00	11,875.00
Interest	1/15/2018	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	374.55	0.00	374.55
Interest	1/15/2018	34387ABA6	0.00	FLUSHING BANK N Y 1.8 12/10/2018		0.00	374.55	0.00	374.55
Interest	1/16/2018	94974BFG0	0.00	Wells Fargo 1.5 1/16/2018		0.00	3,750.00	0.00	3,750.00
Interest	1/17/2018	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	332.93	0.00	332.93
Interest	1/17/2018	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	436.97	0.00	436.97
Interest	1/18/2018	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	426.57	0.00	426.57
Interest	1/21/2018	3135G0A78	0.00	FNMA 1.625 1/21/2020		0.00	8,125.00	0.00	8,125.00
Interest	1/22/2018	140420RD4	0.00	CAPITAL ONE BANK USA NATL ASSN 1.8 1/22/2020		0.00	2,223.12	0.00	2,223.12
Interest	1/23/2018	05580ABB9	0.00	BMW Bank of North America 1.35 1/23/2018		0.00	1,667.34	0.00	1,667.34
Interest	1/25/2018	330459BY3	0.00	FNB BANK INC 2 2/25/2022		0.00	416.16	0.00	416.16
Interest	1/26/2018	062683AC1	0.00	BBCN BANK 0.9 2/26/2018		0.00	187.27	0.00	187.27
Interest	1/26/2018	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	343.34	0.00	343.34
Interest	1/26/2018	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	312.12	0.00	312.12
Interest	1/27/2018	3136G3H81	0.00	FNMA 1.45 1/27/2021-17		0.00	7,250.00	0.00	7,250.00
Interest	1/27/2018	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	312.12	0.00	312.12
Interest	1/27/2018	596689EC9	0.00	MIDDLETON COMMUNITY BANK 1.4 11/27/2018		0.00	291.32	0.00	291.32
Interest	1/28/2018	3136G3C78	0.00	FNMA 1.55 7/28/2021-16		0.00	7,750.00	0.00	7,750.00
Interest	1/28/2018	3136G3L52	0.00	FNMA 1.3 1/28/2020-16		0.00	6,500.00	0.00	6,500.00
Interest	1/28/2018	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	322.53	0.00	322.53
Interest	1/28/2018	85916VBY0	0.00	STERLING BANK 1.7 7/26/2019		0.00	353.74	0.00	353.74
Interest	1/28/2018	46625HJR2	0.00	JPMORGAN CHASE 2.35 1/28/2019		0.00	11,750.00	0.00	11,750.00
Interest	1/28/2018	3130A8WC3	0.00	FHLB 1.15 1/28/2019-16		0.00	5,750.00	0.00	5,750.00



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 12/31/2017, End Date: 1/31/2018

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/29/2018	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	447.38	0.00	447.38
Interest	1/29/2018	139797FF6	0.00	CAPITAL BK LITTLE ROCK 0.9 2/28/2018		0.00	187.27	0.00	187.27
Interest	1/30/2018	843383AX8	0.00	SOUTHERN BANK 1 1/30/2018		0.00	208.08	0.00	208.08
Interest	1/30/2018	33646CFD1	0.00	1st SOURCE BANK 1.15 1/30/2018		0.00	239.29	0.00	239.29
Interest	1/30/2018	560160AQ6	0.00	MAHOPAC NATL BK N Y 1.45 7/30/2019		0.00	1,790.85	0.00	1,790.85
Interest	1/31/2018	CAMP60481	0.00	California Asset Management Program LGIP		0.00	10,933.13	0.00	10,933.13
Interest	1/31/2018	45340KDR7	0.00	INDEPENDENCE BK KY OWENSBORO 0.9 2/28/2018		0.00	187.27	0.00	187.27
Interest	1/31/2018	29266N3Q8	0.00	ENERBANK USA SALT LAKE CITYUTAH 1.05 8/31/2018		0.00	218.49	0.00	218.49
Interest	1/31/2018	084670BF4	0.00	Berkshire Hathaway Inc 3.4 1/31/2022		0.00	8,500.00	0.00	8,500.00
Interest	1/31/2018	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	5,430.80	0.00	5,430.80
Subtotal			0.00			0.00	109,837.17		109,837.17
Total Interest/Dividends			0.00			0.00	109,837.17		109,837.17
Sell Transactions									
Matured	1/8/2018	33583CTQ2	245,000.00	FIRST NIAGARA BK NATL ASSN 1.35 1/8/2018	0.00	245,000.00	0.00	0.00	245,000.00
Matured	1/16/2018	94974BFG0	500,000.00	Wells Fargo 1.5 1/16/2018	0.00	500,000.00	0.00	0.00	500,000.00
Matured	1/23/2018	05580ABB9	245,000.00	BMW Bank of North America 1.35 1/23/2018	0.00	245,000.00	0.00	0.00	245,000.00
Matured	1/30/2018	843383AX8	245,000.00	SOUTHERN BANK 1 1/30/2018	0.00	245,000.00	0.00	0.00	245,000.00
Matured	1/30/2018	33646CFD1	245,000.00	1st SOURCE BANK 1.15 1/30/2018	0.00	245,000.00	0.00	0.00	245,000.00
Subtotal			1,480,000.00			1,480,000.00	0.00		1,480,000.00
Withdraw	1/16/2018	LAIF6000Q	1,500,000.00	Local Agency Investment Fund LGIP	0.00	1,500,000.00	0.00	0.00	1,500,000.00
Withdraw	1/19/2018	LAIF6000Q	4,000,000.00	Local Agency Investment Fund LGIP	0.00	4,000,000.00	0.00	0.00	4,000,000.00
Withdraw	1/29/2018	LAIF6000Q	1,500,000.00	Local Agency Investment Fund LGIP	0.00	1,500,000.00	0.00	0.00	1,500,000.00
Withdraw	1/31/2018	OAKVALLEY0670	16,596,219.47	Oak Valley Bank Cash	0.00	16,596,219.47	0.00	0.00	16,596,219.47
Subtotal			23,596,219.47			23,596,219.47	0.00		23,596,219.47
Total Sell Transactions			25,076,219.47			25,076,219.47	0.00		25,076,219.47



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: Public Health

TIME REQUIRED

SUBJECT FY 2014/18 Public Health Emergency
Program Agreement #14-10521-A05

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

During fiscal year 2016/17, the Hospital Preparedness Program (HPP) grant, which is one of three funding streams under the Public Health Emergency Program, was not fully expended. The California Department of Public Health (CDPH) allowed Mono County Health Department (MCHD) to complete a budget revision to shift funds between categories to better reflect actual services performed.

RECOMMENDED ACTION:

Approve County entry into the Public Health Emergency Program Agreement #14-10521-A05 and authorize the Public Health Director's signature to execute said contract on behalf of the County, including the Standard Agreement (STD 213A) and Contractor Certification Clause (CCC) Forms.

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. The agreement amendment will provide Mono County Health Department with \$3,900 to pay for communications equipment purchased by Mammoth Hospital under the Hospital Preparedness Program (HPP) grant.

CONTACT NAME: Sandra Pearce

PHONE/EMAIL: 760.924.1818 / spearce@mono.ca.gov

SEND COPIES TO:

Sandra Pearce

Deb Diaz

Kim Bunn

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[BOS Staff Report](#)

[Contract Amendment](#)

History

Time	Who	Approval
3/29/2018 3:37 PM	County Administrative Office	Yes
3/28/2018 12:13 AM	County Counsel	Yes
3/29/2018 8:44 AM	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: April 3, 2018
TO: Honorable Board of Supervisors
FROM: Sandra Pearce, Public Health Director
SUBJECT: **FY 2014/18 Public Health Emergency Program Agreement #14-10521-A05**

Recommendation:

Approve County entry into the Public Health Emergency Program Agreement #14-10521-A05 and authorize the Public Health Director's signature to execute said contract on behalf of the County, including the Standard Agreement (STD 213A) and Contractor Certification Clause (CCC) Forms.

Discussion:

During fiscal year 2016/17, the Hospital Preparedness Program (HPP) grant, which is one of three funding streams under the Public Health Emergency Program, was not fully expended. The California Department of Public Health (CDPH) allowed Mono County Health Department (MCHD) to complete a budget revision to shift funds between categories to better reflect actual services performed. With the remaining \$3,900 from the HPP FY 2016/17 budget, MCHD conferred with Mammoth Hospital to determine what equipment needs they had, which fell under allowable expenses from the grant. It was determined that these funds would be used to purchase communications equipment.

Fiscal Impact:

There is no fiscal impact to the County General Fund.

The agreement amendment will provide Mono County Health Department with \$3,900 to pay for communications equipment purchased by Mammoth Hospital under the Hospital Preparedness Program grant.

For questions about this item, please call Deb Diaz at (760) 924-1829 or Sandra Pearce at (760) 924-1818.

Submitted by:

Sandra Pearce, Public Health Director

STANDARD AGREEMENT AMENDMENT

STD 213A (Rev 6/03)

Check here if additional pages are added: 0 Page(s)

Agreement Number 14-10521	Amendment Number 05
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name California Department of Public Health	Also known as CDPH or the State
Contractor's Name Mono County	(Also referred to as Contractor)
2. The term of this Agreement is: **July 1, 2014** through **June 30, 2018**
3. The maximum amount of this Agreement after this amendment is: **\$ 848,701.00**
Eight Hundred Forty Eight Thousand Seven Hundred One Dollars and No Cents.
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - I. The purpose of this amendment is to revise Exhibit B, Budget, to shift funds between categories to better compensate contractor for actual services performed. This will allow the contractor to complete the services outlined in the scope of work (SOW) revised in amendment four (A04).
 - II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., Strike through).
 - III. Exhibit B – Attachment 4 is hereby replaced in its entirety.

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Mono County		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Richard O. Johnson, M.D., MPH Sandra Pearce, Public Health Director		
Address P.O. Box 3329, 437 Old Mammoth Rd., Ste. Q, Mammoth Lakes, CA 93546		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: HSC 101319
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Jeff Mapes, Chief, Contracts Management Unit		
Address 1616 Capitol Ave, Suite 74.262 MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

Exhibit B - Attachment 4
Mono County Budget Cost Sheet - Year 3

Mono County
14-10521 A05

2016 - 2017 2018 PROJECT BUDGET	CDC PHEP Base Funds			Laboratory Funds			Laboratory Trainee Funds			Laboratory Training Assistance Funds			Cities Readiness Initiative Funds			HPP Funds			GPPF			TOTALS		
Personnel	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost	FTE	Salary	Cost			
Position Title and Number of each																								
Health Officer (1)	13%	\$ 151,427	\$19,731		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0	17%	\$ 148,229	\$25,199	6%	\$ 155,017	\$9,301	\$	454,674	\$54,231
EP Coordinator (1)	25%	\$ 61,488	\$15,372		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0	50%	\$ 61,488	\$30,744	25%	\$ 61,488	\$15,372	\$	184,464	\$61,488
Office Technician (1)	36%	\$ 47,003	\$16,921		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0	4%	\$ 47,000	\$1,880	\$	47,000	\$1,880
HPP Partnership Coordinator		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0	10%	\$ 232,960	\$23,296		\$ -	\$0	\$	-	\$0
HPP Coordinator		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0	50%	\$ 57,036	\$28,518		\$ -	\$0	\$	-	\$0
Health Officer		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0	5%	\$ 232,960	\$11,648	\$	-	\$0
EPO Coordinator		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0	25%	\$ 57,036	\$14,259	\$	-	\$0
Office Technician		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0	20%	\$ 41,520	\$8,304	\$	-	\$0
Fiscal & Technical Specialist III (1)	36%	\$ 47,003	\$16,921		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0	\$	47,003	\$16,921
		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0	\$	-	\$0
		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0		\$ -	\$0	\$	-	\$0
			\$52,024			\$0			\$0			\$0			\$0			\$55,943			\$26,553		\$134,520	
Fringe Benefits	%			%			%			%			%			%			%					
	64.77%		\$33,697	#DIV/0!		\$0	#DIV/0!		\$0	#DIV/0!		\$0	0.00%		\$0	65.92%		\$36,878	66.30%		\$17,604		\$88,179	
Subtotal Personnel and Fringe			\$85,721			\$0			\$0			\$0			\$0			\$92,821			\$44,157		\$222,699	
Operating Expenses			\$938			\$0			\$0			\$0			\$0			\$16,806			\$5,251		\$22,995	
Equipment (Minor)	Quantity	Unit Price	Total	Quantity	Unit Price	Total	Quantity	Unit Price	Total	Quantity	Unit Price	Total	Quantity	Unit Price	Total	Quantity	Unit Price	Total	Quantity	Unit Price	Total			
Camcorder			\$0			\$0			\$0			\$0			\$0			\$460			\$0		\$0	
Ham radio Base Station			\$0			\$0			\$0			\$0			\$0			\$3,317			\$0		\$0	
			\$0			\$0			\$0			\$0			\$0			\$0			\$0		\$0	
			\$0			\$0			\$0			\$0			\$0			\$0			\$0		\$0	
			\$0			\$0			\$0			\$0			\$0			\$0			\$0		\$0	
Equipment Subtotal			\$0			\$0			\$0			\$0			\$0			\$0			\$0		\$0	
In State Travel/Per Diem (Be sure travel is referenced in the SOW)			\$0			\$0			\$0			\$0			\$0			\$6,425			\$0		\$6,425	
Out of State Travel/Per Diem (Be sure OST is referenced in the SOW)			\$0			\$0			\$0			\$0			\$0			\$2,988			\$0		\$2,988	

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) 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 an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: Public Health

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Bryan Wheeler

SUBJECT AIDS Drug Assistance Program
(ADAP) Enrollment Site Amended
Contract #16-10377/A01 for July 1,
2016-June 30, 2020

AGENDA DESCRIPTION:

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

Proposed amended contract with California Department of Public Health (CDPH) Office of AIDS for the AIDS Drug Assistance Program (ADAP) Enrollment Site Contract #16-10377/A01 for July 1, 2016-June 30, 2020.

RECOMMENDED ACTION:

Approve County entry into the AIDS Drug Assistance Program (ADAP) Enrollment Site Amended Contract #16-10377/A01 and authorize the Director of Public Health's signature to execute said contract on behalf of the County including minor amendments that may occur in the 4-year contract period of July 1, 2016-June 30, 2020 with approval as to form by County Counsel.

FISCAL IMPACT:

There is no impact on the Mono County General Fund.

CONTACT NAME: Bryan Wheeler

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

SEND COPIES TO:

Sandra Pearce

Bryan Wheeler Kim Bunn

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Contract #16-10377/A01](#)

[CCC Form](#)

[Darfur Form](#)

History

Time	Who	Approval
3/29/2018 3:19 PM	County Administrative Office	Yes
3/27/2018 11:57 PM	County Counsel	Yes
3/29/2018 12:35 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: April 3, 2018
TO: Honorable Board of Supervisors
FROM: Bryan Wheeler, Health Program Manager
SUBJECT: AIDS Drug Assistance Program (ADAP) Enrollment Site Amended Contract #16-10377/A01 for July 1, 2016-June 30, 2020

Recommendation:

Approve County entry into the AIDS Drug Assistance Program (ADAP) Enrollment Site Amended Contract #16-10377/A01 and authorize the Director of Public Health's signature to execute said contract on behalf of the County including minor amendments that may occur in the 4-year contract period of July 1, 2016-June 30, 2020 with approval as to form by County Counsel.

Discussion:

The Health Department contracts with the California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) for the provision of ADAP client enrollment services. ADAP helps ensure that people living with HIV and AIDS who are uninsured and under-insured have access to medication. This contract amendment authorizes the Mono County Health Department to be an enrollment site for eligible residents to sign up for ADAP services as well as the Pre-Exposure Prophylaxis (PrEP) assistance program.

Fiscal Impact/Budget Projections:

There is no impact on the Mono County General Fund.

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

Submitted by: Bryan Wheeler, Health Program Manager

Reviewed by: Sandra Pearce, Public Health Director

STANDARD AGREEMENT AMENDMENT

STD 213A (Rev 6/03)

 Check here if additional pages are added: 1 Page(s)

Agreement Number 16-10377	Amendment Number A01
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name

Also known as CDPH or the State

California Department of Public Health

Contractor's Name

(Also referred to as Contractor)

County of Mono2. The term of this Agreement is: **July 1, 2016** through **June 30, 2020**3. The maximum amount of this Agreement after this amendment is: **\$ 0**
Not Applicable - Amount Solely Based on Usage

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. **Purpose of amendment:**

This amendment will replace the following exhibits in their entirety: Exhibit A, AI, B, D, F and G.

This agreement will continue to provide AIDS Drug Assistance Program (ADAP) and adds Pre-Exposure Prophylaxis (PrEP) Assistance Program enrollment services to local health jurisdictions, as well as community based organizations, and hospitals throughout the State of California. This contract is for costs associated with the administration of the ADAP, PrEP and Health Insurance Assistance Programs. Funding is solely based on usage.



The contract term has been extended an additional year, and requirements and deliverables have been strengthened to ensure access to services and site monitoring.

II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Mono		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Sandra Pearce, Director of Public Health		
Address 437 Old Mammoth Road, Suite Q Mammoth Lakes, CA 93546		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		<input checked="" type="checkbox"/> Exempt per: OA Budget Act 2017
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing		
Address 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

- III. Exhibit A – Scope of Work, is replaced in its entirety with Exhibit A, A01 – Scope of Work.

All references to Exhibit A – Scope of Work in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit A, A01 – Scope of Work.

- IV. Exhibit A, Attachment I – Definitions of Terms, is replaced in its entirety with Exhibit A, Attachment I, A01 – Definitions of Terms.

All references to Exhibit A, Attachment I – Definitions of Terms, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit A, Attachment I, A01 – Definitions of Terms.

- V. Exhibit B – Budget Detail and Payment Provisions, is replaced in its entirety with Exhibit B, A01 – Budget Detail and Payment Provisions.

All references to Exhibit B – Budget Detail and Payment Provisions, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit B, A01 – Budget Detail and Payment Provisions.

- VI. Exhibit D – HIPAA Business Associate Addendum, is replaced in its entirety with Exhibit D, A01 – HIPAA Business Associate Addendum.

All references to Exhibit D – HIPAA Business Associate Addendum, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit D, A01 – HIPAA Business Associate Addendum.

- VII. Exhibit F – Security Requirements, Protections, and Confidentiality Checklist, is replaced in its entirety with Exhibit F, A01 - Security Requirements, Protections, and Confidentiality Checklist.

All references to Exhibit F– Security Requirements, Protections, and Confidentiality Checklist, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit F, A01 – Security Requirements, Protections, and Confidentiality Checklist.

- VIII. Exhibit G – Sample - Plan for Transporting Confidential ADAP Client Files POLICY & PROCEDURE, is replaced in its entirety with Exhibit G, A01 – Plan for Transporting Confidential ADAP Client Files.

All references to Exhibit G – Sample - Plan for Transporting Confidential ADAP Client Files POLICY & PROCEDURE, in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit G, A01 – Plan for Transporting Confidential ADAP Client Files.

Exhibit A
Scope of Work
July 1, 2016 through June 30, 2020

1. Service Overview

California Health and Safety Code (HSC) §131019 designates the California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) as the lead agency within the state responsible for coordinating state programs, services and activities related to Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS).

The Contractor agrees to provide CDPH/OA, the services described herein for the provision of the AIDS Drug Assistance Program (ADAP) and Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) enrollment services, which includes the ADAP Medication Program and Health Insurance Assistance Programs, and OA's PrEP-AP. This contract agreement will be in effect for four consecutive fiscal years (FY) beginning in FY 2016-17 through FY 2019-20 (July 1, 2016 – June 30, 2020).

Refer to Exhibit A-I "Definitions of Terms" to review definitions of acronyms and other contract related terms and references.

2. Service Location

The services shall be performed at the Mono County Health Department, located at 437 Old Mammoth Road, Suite Q, Mammoth Lakes, CA 93546.

3. Service Hours

The services shall be provided during normal Contractor working hours as defined by the enrollment site.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	County of Mono
Sandra Robinson, Branch Chief	Sandra Pearce, Director of Public Health
Telephone: (916) 449-5942 Fax: (916) 449-5859 Email: Sandra.Robinson@cdph.ca.gov	Telephone: (760) 924-1818 Fax: (760) 924-1831 Email: spearce@mono.ca.gov

Exhibit A
Scope of Work
July 1, 2016 through June 30, 2020

B. Direct all inquiries to:

California Department of Public Health	County of Mono
P.O. Box 997426, MS 7704 Sacramento, CA 95899-7426	437 Old Mammoth Road, Suite Q Mammoth Lakes, CA 93546
<u>ADAP Call Center</u>	
Hours: Monday – Friday 8 a.m. to 5 p.m. Telephone: (844) 421-7050 Fax: (844) 421-8008	
<u>PrEP-AP Contact</u> Cynthia Reed-Aguayo	<u>Site Contact</u> Bryan Wheeler, ADAP Enrollment Worker
Telephone: (916) 449-5791 Fax: (916) 449-5859 Email: Cynthia.Reed-Aguayo@cdph.ca.gov	Telephone: (760) 924-1835 Fax: (760) 924-1831 Email: bwheeler@mono.ca.gov

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

5. Services to be Performed

A) Major Function, Task and Activities

The Contractor shall:

Enrollment Site Requirements:	Time Line	Responsible Party	Performance Measure and/or Deliverables
<p>A.1. ADAP ES Contact Requirement:</p> <p>Maintain an ADAP Enrollment Site (ES) Contact to ensure compliance with the requirements of this contract agreement on behalf of the ADAP ES and facilitate required information exchange between the ES, CDPH/OA/ADAP, and CDPH/OA/ADAP's contracted CDPH/OA/ADAP Enrollment System (AES).</p>	<p>Throughout the life of the contract.</p>	<p>Authorized Site Administrator</p>	<p>ADAP Site Contact Name and contact information must be identified in Section 4B. Provide written notice to the assigned ADAP Advisor/PrEP-AP Advisor immediately of any changes to the ADAP ES Contact.</p>
<p>A.2. Nondiscrimination Requirements:</p> <p>Comply with the provisions as stated in Exhibit H, "Nondiscrimination Clause" (STD 17A)." The ADAP ES shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation.</p>	<p>Must be maintained through the life of the contract.</p>	<p>Authorized Site Administrator/ Agency's EEO Officer</p>	<p>Authorized Site Administrator and/or EEO Officer Name and contact information must be identified in Section 4A.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<p>A.3. Information Privacy and Security Requirements:</p> <p>All personnel conducting ADAP/PrEP-AP enrollment services must abide by all applicable laws and CDPH/OA/ADAP and PrEP-AP guidelines regarding confidentiality of ADAP and PrEP-AP client eligibility files and protected health information when accessing or submitting client data.</p> <p>i. Ensure compliance with the provisions as stated in Exhibit D, "HIPAA Business Associate Addendum (CDPH HIPAA BAA 6-16).</p> <p>ii. Ensure that all EWs employed by or volunteering at the ES are issued/assigned an Agency email address. <i>*To ensure client confidentiality, ADAP EWs are prohibited from using a personal email address (i.e. gmail, yahoo, etc.) for ADAP related correspondence.</i></p>	<p>Must be maintained through the life of the contract.</p> <p>Contractor shall also continue to extend the protections of these provisions to protected health information upon termination or expiration of the agreement until its return or destruction.</p> <p>At the time of ADAP EW activation and throughout the life of the contract.</p>	<p>ADAP ES Contact</p> <p>Authorized Site Administrator/ Site Contact</p>	<p>Notify the assigned ADAP or PrEP-AP Advisor immediately by phone call plus email or fax when a potential breach has occurred. EWs may be deactivated if more than two potential breaches occur within a calendar year. ESs may also be deactivated if potential breaches are committed by more than two EWs in a calendar year.</p> <p>Verified when ADAP Enrollment Worker(s) (EWs) email address is provided to the assigned CDPH/OA/ADAP Advisor.</p>
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Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<ul style="list-style-type: none"> • Ensure compliance with the provisions as stated in “Exhibit E, “Notice of Privacy Practices”, and ensure that the notice is posted at the ES. • Review and sign the “Agreement by Employee/Contractor to Comply with Confidentiality Requirements (CDPH 8689)” form (Exhibit I). • Ensure that only certified ADAP EWs have access to ADAP client eligibility file information, unless otherwise authorized by law. Please refer to the following ADAP Confidentiality tables located under the Information flow charts for Community-Based Organizations, Health Care Provider, and Local Public Health Departments that pertains to your ADAP ES: https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcepage.aspx 	<p>Must be maintained through the life of the contract.</p> <p>Annually.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact and ADAP EW(s)</p>	<p>Indicate compliance on the “Security Requirements, Protections, and Confidentiality Checklist”, Exhibit F.</p> <p>Submit completed CDPH Form 8689 form via the AES.</p>
<p>iii. EWs are required to ask a minimum of three security questions when confirming client identity from an incoming phone call prior to disclosing any PHI.</p> <p>iv. EWs are prohibited from disclosing and must employ reasonable measures to protect their EW ID, AES password, or any other identifier/passcode which may compromise client confidentiality.</p>	<p>Must be maintained through the life of the contract.</p>	<p>ADAP ES Contact and ADAP EW(s)</p>	<p>Notify the assigned ADAP Advisor immediately when a potential breach has occurred.</p>

Exhibit A
 Scope of Work
 July 1, 2016 through June 30, 2020

<p>A.4. ADAP ES Information Technology/Equipment Requirements:</p> <p>i. Ensure internet access and equipment and the ability to scan and upload the ADAP/PrEP-AP applicant/client eligibility documents to the AES secure enrollment system.</p>	<p>By the go-live date and to be maintained through the life of the contract.</p>	<p>Authorized Site Administrator and ADAP ES Contact</p>	<p>All client enrollments must occur electronically via the AES secure enrollment system.</p>
<p>ii. Only desktop computers are to be used to conduct ADAP enrollment services. The use of laptop computers or other hand held electronic devices are strictly prohibited for use in ADAP/PrEP-AP client enrollment.</p> <p>iii. Ensure fax machines and CDPH/OA/ADAP fax/scanners are used to upload and submit ADAP/PrEP-AP applications or receive correspondence which may include confidential client information are located in a secure area.</p>	<p>By the go-live date and to be maintained through the life of the contract.</p> <p>By the go-live date and to be maintained through the life of the contract.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact</p>	<p>Indicate compliance on the “Security Requirements, Protections, and Confidentiality Checklist”, Exhibit F.</p> <p>Indicate compliance on the “Security Requirements, Protections, and Confidentiality Checklist”, Exhibit F.</p>
<p>A.5. Quality Requirements</p> <p>i. In order to ensure adequate service capacity and to maintain a high degree of customer service, enrollment sites are required to be adequately staffed to provide assistance to clients via in-person appointments, secure e-mails, or over the telephone within a reasonable time frame. Capacity assessments should be constructed from reasonable projections based on historical enrollments.</p>	<p>To be maintained throughout the life of the contract.</p>	<p>Authorized Site Administrator and ADAP ES Contact</p>	<p>Failure to maintain adequate service levels may result in OA transitioning clients to neighboring enrollment sites.</p> <p>EWs/ESs whom are continuously unresponsive may be deactivated and precluded from performing ADAP enrollment services.</p>

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<p>ii. ADAP EWs and ESs will be held to quality standards and metrics. Please reference the ADAP Resource page found here https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcespage.aspx for current year Quality Performance Metrics. EWs are required to maintain an enrollment performance level of at least 95 percent accuracy for ADAP/PrEP-AP eligibility documentation and enrollment. ESs are required to maintain a minimum performance level of 90 percent.</p> <p>CDPH/OA/ADAP will conduct secondary review on ADAP applications and a random sample size of PrEP applications. Applications with errors will be considered defective and will count against the performance level of the ADAP EW/ES. ADAP EW/ES quality will be factored by dividing the number of defective applications by the total number of applications processed.</p>	<p>To be maintained through the life of the contract.</p>	<p>Authorized Site Administrator and ADAP ES Contact</p>	<p>CDPH/OA/ADAP will continuously monitor performance levels throughout the life of the contract. The first year following the deployment of the AES will serve as a transition period during which OA will concentrate on evaluation and providing technical assistance.</p> <p>If after the first quarter following the initial one year transition period, an ADAP EW(s)/ES has an error rate that exceeds the quality standard, the Site Contact must submit a Corrective Action Plan to the ADAP and/or PrEP Advisor for approval within 30 days of the finding.</p> <p>If an ADAP EW(s)/ ES remains deficient for a second consecutive quarter, CDPH/OA/ADAP may suspend the EW(s)/ES for inaccurate ADAP/PrEP-AP applications processed during the quarter.</p> <p>If an ADAP EW(s)/ES remains deficient for a third consecutive quarter, the EW(s)/ES may be deactivated and will no longer be allowed to perform ADAP/PrEP-AP enrollment.</p>
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<p>A.6. Conduct Requirements:</p> <p>ADAP EWs are required to conduct themselves with a high degree of professionalism and integrity. Site Contacts are required to ensure that no ADAP EW is employed by, nor receives any financial compensation (including gifts or any other type of incentive) from a participating ADAP pharmacy and that no ADAP/PrEP-AP client enrollment is conducted at any participating ADAP pharmacy location.</p> <p>Additional examples of misconduct include, but are not limited to:</p> <ul style="list-style-type: none"> i. Knowingly and willfully enrolling clients with inaccurate or false documentation.* ii. Insubordination and/or non-compliance with CDPH/OA/ADAP staff requests. iii. Verbally abusive or use of derogatory language. iv. Unresponsive to CDPH/OA/ADAP staff and/or client inquiries. v. Conducting unauthorized off-site ADAP/PrEP-AP enrollment. vi. Transporting files without having a transportation plan approved by CDPH/OA/ADAP staff. vii. Violating or otherwise not adhering to any requirement stipulated in this scope of work. <p>* Knowingly providing inaccurate or false documentation may be in violation of various Penal Code laws and may be subject to violations of the California False Claims Act, which prohibits any person or entity from knowingly making or using a false statement or document to obtain money, property, or services from the State. (See California Government Code section 12650 et. seq.)</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact and EW(s)</p>	<p>Notify the ADAP/PrEP-AP Advisor when instances of misconduct are identified.</p> <p>Site Contacts may be required to submit a Corrective Action Plan.</p> <p>CDPH/OA/ADAP staff to address occurrences of misconduct.</p> <p>EWs who engage in misconduct may be subject to temporary or permanent suspension of ADAP EW status.</p>
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 Scope of Work
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<p>A.7. Training and Technical Assistance Requirements:</p> <p>i. Ensure all new ADAP EWs have successfully completed new ADAP EW training provided by CDPH/OA/ADAP prior to enrolling or re-certifying ADAP/PrEP-AP clients.</p> <p>ii. Ensure all existing and new enrollment workers complete training on the AES.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact</p>	<p>Report to the assigned ADAP/PrEP-AP Advisor, site staff who will be registering for required ADAP EW trainings.</p>
<p>iii. Ensure compliance with the requirements written in the ADAP “California State ADAP Guidelines,” “California State PrEP-AP Guidelines” and ADAP Management Memos.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact and ADAP EW(s)</p>	
<p>iv. Ensure existing ADAP EWs maintain active status by participating in required annual recertifying ADAP EW trainings and/or other required ad hoc trainings provided by CDPH/OA/ADAP in order to maintain ADAP certification to continue conducting ADAP/PrEP-AP enrollment functions.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact</p>	<p>Notify ADAP EWs to recertify 30 days prior to the recertification end date.</p>
<p>v. Ensure the ADAP ES has representation/participation on all monthly CDPH/OA ADAP EW calls.</p>	<p>Monthly through the life of the contract.</p>	<p>ADAP ES Contact</p>	<p>Must ensure ADAP ES participation for 90 percent of these calls. Must contact the ADAP Advisor, if unable to participate on a call to discuss the topics covered.</p>

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<p>A.8. ADAP Enrollment Tracking Requirements:</p> <ul style="list-style-type: none"> i. Ensure all ADAP EWs are identified and have a site specific ADAP EW ID number issued by the CDPH/OA/ADAP AES. ii. Report any changes in site specific ADAP EWs' status (e.g., job duties, relocation, separation, etc.) that will alter the ADAP EW(s) ability to enroll clients, including the de-activation of any ADAP EW ID numbers. 	<p>To be maintained through the life of the contract.</p> <p>Within 24 hours of the change.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact</p>	<p>This site specific ADAP EW ID number may only be used by the ADAP EW to whom it is assigned for enrollment activities at this site.</p> <p>Report addition/deletion/changes to ADAP EW(s) to the CDPH/OA/ADAP EBM and/or the assigned ADAP/PrEP-AP Advisor.</p>
<p>A.9. Transportation Plan Requirements:</p> <p>Ensure that no ADAP/PrEP-AP client eligibility documentation, records, files, etc., will be transported to or from the ADAP ES.</p> <p>Exception to this restriction may be approved by CDPH/OA for the following reasons:</p> <ul style="list-style-type: none"> i. Client disability; or, ii. Remote distance requires ADAP EW to meet with client outside of the ADAP ES; or, iii. The entire ADAP ES is moving to a new address/location. <p>Ensure that no ADAP/PrEP-AP client enrollment files will be transported until CDPH/OA/ADAP provides <u>written approval</u> of the site's specific transportation plan.</p>	<p>To be maintained through the life of the contract.</p> <p>30 days prior to the need for transporting any ADAP client enrollment documents/files.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact</p>	<p>See "Plan for Transporting Confidential ADAP Client Files", Exhibit G.</p> <p>Submit a written request to the assigned ADAP/PrEP-AP Advisor which justifies the necessity for transporting ADAP or PrEP-AP client enrollment document/files. The request must also identify the specific procedure to be followed to safeguard the confidentiality of the ADAP/PrEP-AP client documents being transported, as well as who will be responsible/accountable for site's specific procedure(s). See "Plan for Transporting Confidential ADAP Client Files", Exhibit G.</p>

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<p>A.10. Administrative Requirements</p> <ul style="list-style-type: none"> i. Notify the assigned ADAP Advisor if the site wishes to change from an open site (one which serves any individual who wishes to enroll) to a closed site (one which serves only agency-affiliated individuals) or vice versa. ii. Notify the assigned ADAP/PrEP-AP Advisor if the site plans to no longer provide ADAP/PrEP-AP enrollment services. 	<p>Provide at least 30-days' notice for the requested change of status.</p> <p>Within at least 60 days of the site deactivation date.</p>	<p>ADAP ES Contact</p> <p>ADAP ES Contact/ Authorized Agency Administrator</p>	<p>Written Request required (may be submitted by email) to ADAP/PrEP-AP Advisor.</p> <p>Written Notification required (may be submitted by email) and submission of an ADAP/PrEP-AP transportation plan to the site's designated ADAP Advisor assuring the secure transfer of hard copy ADAP/PrEP-AP client files. See page 1, item 1) Service Overview, paragraph 3.</p>
<p>A.11. ADAP Fiscal Requirements</p> <ul style="list-style-type: none"> i. Ensure ADAP funds are used exclusively to cover costs related to ADAP in accordance with Health and Safety Code §120956(b). ii. Ensure compliance with the federal HRSA Ryan White HIV/AIDS Program requirements, polices, and National Monitoring Standards. iii. Ensure funds received from OA are not used for unallowable expenses as defined by the Ryan White National Monitoring Standards. 	<p>To be maintained through the life of the contract.</p> <p>Within five business days of request.</p>	<p>ADAP ES Contact/ Authorized Agency Administrator</p>	<p>Within five business days, upon request, submit to OA for review budget and expense reports with sufficient detail to ensure compliance with section A.11.</p> <p>In the event of an audit or upon request by CDPH, ESs must be able to adequately show that these contractual requirements have been met.</p>

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<p>A.12. PrEP Fiscal Requirements</p> <ul style="list-style-type: none"> i. Ryan White funds are prohibited for the use of PrEP enrollment services. ii. EWs who conduct PrEP enrollment are precluded from being 100 percent funded by Ryan White funds. 	<p>To be maintained through the life of the contract.</p> <p>Within five business days.</p>	<p>ADAP ES Contact/ Authorized Agency Administrator</p>	<p>Within 15 business days, upon request, ESs are required to submit documentation of all EWs performing PrEP enrollment with a budget detail indicating how each EW is funded.</p>
<p>A.13. Auditing Requirements</p> <ul style="list-style-type: none"> i. Facilitate CDPH/OA/ADAP site visit requests, including but not limited to receiving or providing required documentation/information as requested by the assigned ADAP/PrEP-AP Advisor. Act as liaison between the site, ADAP/PrEP-AP Advisor, ADAP EW(s), and LHJ Coordinator (if applicable) in activities related to the site visit. 	<p>As needed during normal working hours.</p>	<p>ADAP Site Contact/Authorized Agency Administrator</p>	<p>Respond to written notifications and requests for information initiated by CDPH/OA/ADAP personnel.</p>
<ul style="list-style-type: none"> ii. Ensure that CDPH/OA/ADAP staff, authorized CDPH/OA/ADAP representatives and/or other state and federal agencies are granted access to all ADAP client eligibility files and any other documentation related to this contract agreement for audit purposes. iii. Develop and submit required Corrective Action Plan (CAP) when required based on results of ADAP site visit/federal or state program audit. 	<p>As needed during normal working hours.</p> <p>Within five business days.</p> <p>As needed.</p>	<p>ADAP Site Contact/Authorized Agency Administrator</p> <p>ADAP Site Contact/Authorized Agency Administrator</p>	<p>Within five business days, respond to written and in-person requests for ADAP client files made by CDPH/OA/ADAP personnel.</p> <p>CAP is to be submitted to the assigned ADAP/PrEP-AP Advisor by the timeframe identified in the letter indicating the CAP is required.</p>

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 Scope of Work
 July 1, 2016 through June 30, 2020

<p>iv. Maintain hard copy ADAP/PrEP-AP client files/records, created prior to July 1, 2016 for four years (the current year, plus three prior years)</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact</p>	<p>As needed, records will be made available to view within the timeframe provided by the federal or state auditors.</p> <p>At contract termination or expiration, Protected Health Information must be returned or retained in accordance with Exhibit D, "HIPAA Business Associate Addendum (CDPH HIPAA BAA 6-16)".</p>
<p>A.14. Grievance Requirements</p> <p>i. Ensure that ADAP/PrEP-AP clients are made aware of, and have access to, the CDPH/OA/ADAP Grievance procedures, and form as outlined in the California State ADAP/PrEP-AP Guidelines.</p>	<p>Upon initial and annual re-enrollments of ADAP clients and annual re-enrollment of PrEP-AP clients.</p>	<p>ADAP ES Contact and/or ADAP/PrEP-AP EW(s)</p>	<p>CDPH/OA/ADAP will verify, via review of the ADAP/PrEP-AP Client Satisfaction Survey.</p>
<p>ii. Upon client request, assist ADAP/PrEP-AP clients in the completion and submission of an ADAP/PrEP-AP grievance form and related documents. Assistance may also include providing the mailing address and contact information for ADAP/PrEP-AP Advisors and/or other CDPH/OA/ADAP Contractors, and/or the submission of the completed grievance form and related documents to CDPH/OA/ADAP.</p>	<p>As needed.</p>	<p>ADAP/PrEP-AP ES Contact and/or ADAP/PrEP-AP EW(s)</p>	<p>Notify the assigned ADAP/PrEP-AP Advisor immediately if assistance is needed with the CDPH/OA/ADAP/PrEP-AP grievance process.</p>

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<p>A.15. Performance Requirements</p> <p>i. Enrollment workers are required to vigorously pursue enrollment into health care coverage for which clients may be eligible (e.g., Medicaid, Medicare, employer-sponsored health insurance coverage, and/or other private health insurance to comply with federal and state payer of last resort requirements.</p> <p>iii. EWs are required to proactively conduct outreach to clients, by utilizing the AES dashboard to identify clients who have an eligibility expiration date within 30 days. EWs must document the client outreach in the case notes.</p>	<p>To be maintained through the life of the contract.</p>	<p>ADAP ES Contact and/or ADAP/PrEP- AP EW(s)</p>	<p>Upon initial enrollment and annual re-enrollment. Enrollment workers are required to assess client's eligibility for other third-party coverage based on eligibility documents provided. All eligible individuals must apply.</p> <p>Outreach attempts and any client interaction as a result of said outreach must be clearly documented in the client case notes available through AES.</p>
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Exhibit A, Attachment I
Definition of Terms

- i. AIDS Drug Assistance Program (ADAP) – Established in 1987 to help ensure that eligible, HIV positive uninsured and under-insured individuals have access to medication on the ADAP formulary through the Medication Program and Health Insurance Assistance Programs. ADAP provides medication, premium payment, and medical out of pocket payment assistance.
- ii. ADAP Advisor – Office of AIDS ADAP staff assigned to a Local Health Jurisdiction or ADAP Enrollment Site for monitoring and technical assistance.
- iii. Enrollment Worker (EW) – Enrollment Site staff certified to provide enrollment services for ADAP and the Pre-Exposure Prophylaxis Assistance Program (PrEP-AP). EWs will have access to ADAP/PrEP-AP enrollment data.
- iv. Enrollment Site (ES) - A public health department, clinic, community based organization (CBO), or local government agency where an individual can apply for ADAP or PrEP-AP services.
- v. Enrollment Site Contact – Ensures the requirements of this contract agreement are adhered to, including but not limited to the participation in monthly EW calls. Act as the primary contact for OA, the OA service contractors, and Enrollment Site staff.
- vi. ADAP Enrollment System (AES) – ADAP’s online system used for enrolling clients in ADAP and the PrEP-AP.
- vii. California Department of Public Health (CDPH) – is the lead agency in California providing detection, treatment, prevention and surveillance of public health issues.
- viii. Closed Site – An enrollment site that only serves applicants/clients associated with their entity.
- ix. Community Based Organization (CBO) – Non-profit 501(3)(c) entities that operate within a single local community.
- x. Fiscal Year (FY) – July 1 through June 30.
- xi. Contractor – An approved enrollment site managed by a non-profit organization to provide ADAP/PrEP-AP enrollment services.
- xii. Insurance Benefits Manager (IBM) – Service contractor that manages and processes health insurance premium payments for clients enrolled in both ADAP’s Medication Program and Insurance Assistance Programs.
- xiii. Local Health Jurisdiction (LHJ) – One of 58 counties and three cities (Pasadena, Long Beach, and Berkeley) in the state of California.
- xiv. Medical Benefits Manager (MBM) – Service contractor that manages and processes outpatient medical out of pocket payments for clients enrolled in ADAP’s Insurance

Exhibit A, Attachment I
Definition of Terms

Assistance Programs and approved PrEP related medical costs for clients enrolled in the PrEP-AP.

- xv. Office of AIDS (OA) – Has lead responsibility for coordinating state programs, services, and activities relating to HIV/AIDS as designated by California Health and Safety Code Section 131019.
- xvi. OA Health Insurance Premium Payment (OA-HIPP) – Pays for health insurance premiums and medical out of pocket costs for eligible clients co-enrolled in ADAP's Medication Program.
- xvii. OA Medicare Part D Premium Payment Program – Pays for Medicare Part D premiums for clients co-enrolled in ADAP's Medication Program.
- xviii. Open Site – An enrollment site that serves all CDPH medication assistance applicants/clients.
- xix. Pharmacy Benefits Manager (PBM) – Service contractor administering the ADAP statewide pharmacy network and providing pharmaceutical services for ADAP and PrEP-AP clients.
- xx. Pre-Exposure Prophylaxis Assistance Program (PrEP) Advisor - Office of AIDS staff assigned to provide technical assistance associated with PrEP- AP.
- xxi. PrEP-AP – PrEP-AP will cover 1) costs for HIV PrEP-related medical services for uninsured individuals who are enrolled in a drug manufacturer's PrEP medication assistance program, and 2) for insured individuals, both of the following: (a) the cost of medication copays, coinsurance, and deductibles for the prevention of HIV infection after the individual's insurance is applied and, if eligible, after the drug manufacturer's medication assistance program's contributions are applied, and b) medical copays, coinsurance, and deductibles for PrEP-related medical services.

Exhibit B
Budget Detail and Payment Provisions

1. Payments

- A. In no event shall CDPH/OA/ADAP pay the Contractor for services performed prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, CDPH/OA/ADAP agrees to compensate the Contractor for actual services provided in accordance with the amounts specified in Exhibit B, Section E., Amounts Payable.
- C. Payments shall be processed by CDPH/OA/ADAP no later than the end of the quarter dates noted below.

First Quarter: July 1 – September 30
Payment no later than: November 30

Second Quarter: October 1 – December 31
Payment no later than: February 28

Third Quarter: January 1 – March 31
Payment no later than: May 31

Fourth Quarter: April 1 – June 30
Payment no later than: August 31

(FINAL) Supplemental: July 1 – June 30
Payment no later than: August 31

D. Payments shall:

- 1) Be calculated based on current ADAP and PrEP-AP client enrollment data as provided by the ADAP Enrollment System to determine the number of ADAP/PrEP-AP services provided at each enrollment site.
- 2) Identify the payment period and/or performance period covered.
- 3) Itemize ADAP/PrEP-AP services for the payment period in the same level of detail as indicated in Section E Amounts Payable. Subject to the terms of this agreement, payment will only be made for those services expressly identified in this agreement as approved by CDPH/OA/ADAP.

E. Amounts Payable

All ADAP enrollment sites with a minimum of one ADAP or PrEP-AP enrollment per fiscal year (FY) will receive a floor amount with additional payment(s) per FY for performing the following ADAP/PrEP-AP services complete with all required forms and verifying documentation. Enrollment sites will be paid a fee for services performed.

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on

Exhibit B
Budget Detail and Payment Provisions

file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

1) ADAP Resource Page found here:

https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resourcespage.aspx

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor, or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any FY is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.
- C. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of termination or cancellation and any non-cancelable obligations incurred in support of this agreement.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Final Payment

- A. Final payment shall be processed no more than *sixty (60)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager.
- B. CDPH/OA/ADAP shall make payment to the Contractor quarterly in arrears for costs associated with the provision of ADAP enrollment services at the ADAP Enrollment Site in the local health jurisdiction (LHJ), under this contract agreement. Payment to the Contractor will be contingent upon receipt and execution of this contract agreement and the provision of ADAP/PrEP-AP enrollment services (as verified by CDPH/OA/ADAP through the AES data).
- C. This contract agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the State Legislature, which may affect the provisions, terms, or funding of this contract agreement in any manner.

Exhibit B
Budget Detail and Payment Provisions

5. Recovery of Overpayments

- A. Contractor agrees that payments based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by CDPH/OA/ADAP by CDPH/OA/ADAP withholding payments or withholding a portion of payment for services performed until the amount of overpayment has been resolved.

If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

Exhibit D
HIPAA Business Associate Addendum

I. Recitals

- A. The underlying contract (Agreement), to which this HIPAA Business Associate Addendum is attached to and made a part of, has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Public Health ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in the Agreement, Contractor, here and after, is the Business Associate of CDPH acting on CDPH' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI and PI. CDPH and Business Associate are each a party to the Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to the Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that CDPH must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer

Exhibit D
HIPAA Business Associate Addendum

or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.

- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.3 and 1798.29..
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in the Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

Exhibit D
HIPAA Business Associate Addendum

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CDPH and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by the Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDPH, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by the Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide CDPH with its current and updated policies.
3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

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- a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
- b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of CDPH under the Agreement;
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
- d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of the Agreement.
- e. Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with CDPH.

D. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. *Business Associate's Agents and Subcontractors.*

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of CDPH, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations.
2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by CDPH; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. *Availability of Information to CDPH and Individuals.* To provide access and information:

1. To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for CDPH that

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includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable CDPH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from CDPH that was provided to CDPH by the Social Security Administration, upon request by CDPH, Business Associate shall provide CDPH with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by CDPH.

H. Internal Practices. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to CDPH and shall set forth the efforts it made to obtain the information.

I. Documentation of Disclosures. To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for CDPH as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for CDPH after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

J. Breaches and Security Incidents. During the term of the Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. **Notice to CDPH.** (1) To notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to CDPH by the

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Social Security Administration. (2) To notify CDPH **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of the Agreement and this Addendum, or potential loss of confidential data affecting the Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the CDPH ITSD Service Desk. Notice shall be made using the "CDPH Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the CDPH Privacy Office website (www.CDPH.ca.gov),

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. Within 72 hours of the discovery, Business Associate shall submit an updated "CDPH Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "CDPH Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If CDPH requests information in addition to that listed on the "CDPH Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide CDPH with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "CDPH Privacy Incident Report" form. CDPH will review and approve the determination of whether a breach occurred and individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be

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made without unreasonable delay and in no event later than 60 calendar days. The CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to CDPH in addition to Business Associate, Business Associate shall notify CDPH, and CDPH and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

6. **CDPH Contact Information.** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

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- K. *Termination of Agreement.*** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by CDPH of this Addendum, it shall take the following steps:
1. Provide an opportunity for CDPH to cure the breach or end the violation and terminate the Agreement if CDPH does not cure the breach or end the violation within the time specified by Business Associate; or
 2. Immediately terminate the Agreement if CDPH has breached a material term of the Addendum and cure is not possible.
- L. *Due Diligence.*** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.
- M. *Sanctions and/or Penalties.*** Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of CDPH

CDPH agrees to:

- A. *Notice of Privacy Practices.*** Provide Business Associate with the Notice of Privacy Practices that CDPH produces in accordance with 45 CFR section 164.520, as well as any changes to such notice.
- B. *Permission by Individuals for Use and Disclosure of PHI.*** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

V. Audits, Inspection and Enforcement

- A.** From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with the Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the CDPH Privacy Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does CDPH's:

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1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH' enforcement rights under the Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify CDPH and provide CDPH with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the Agreement and shall terminate when all the PHI provided by CDPH to Business Associate, or created or received by Business Associate on behalf of CDPH, is destroyed or returned to CDPH, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon CDPH' knowledge of a material breach or violation of this Addendum by Business Associate, CDPH shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH; or
 2. Immediately terminate the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.
- C. *Judicial or Administrative Proceedings.*** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate the Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate the Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of the Agreement for any reason, Business Associate shall return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify CDPH of the conditions that make the return or destruction infeasible, and CDPH and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** CDPH makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business

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Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH' request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CDPH may terminate the Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by CDPH pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of the Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of CDPH, or access or disclose CDPH PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with CDPH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access CDPH PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- B. *Server Security.*** Servers containing unencrypted CDPH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of CDPH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain CDPH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

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- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. *Data Destruction.*** When no longer needed, all CDPH PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the CDPH Information Security Office.
- I. *System Timeout.*** The system providing access to CDPH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. *Warning Banners.*** All systems providing access to CDPH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. *System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PHI or PI, or which alters CDPH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. *Access Controls.*** The system providing access to CDPH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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- M. *Transmission encryption.*** All data transmissions of CDPH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting CDPH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. *System Security Review.*** All systems processing and/or storing CDPH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing CDPH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing CDPH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under the Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup CDPH PHI to maintain retrievable exact copies of CDPH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore CDPH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

V. Paper Document Controls

- A. *Supervision of Data.*** CDPH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where CDPH PHI or PI is contained shall be escorted and CDPH PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** CDPH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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- D. *Removal of Data.*** CDPH PHI or PI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. *Faxing.*** Faxes containing CDPH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. *Mailing.*** Mailings of CDPH PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of CDPH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Exhibit F, A01

Security Requirements, Protections, and Confidentiality Checklist

Site Name: _____ Site Number: _____

The Contractor shall complete and return this checklist with the signed copy of the contract agreement. To complete this checklist, the authorized agency administrator or representative attests by checking the boxes adjacent to the statement and signing this checklist that the ADAP Enrollment Site meets, and shall continue to meet throughout the life of the contract (July 1, 2016 – June 30, 2020), the requirements as identified in the Scope of Work which includes those identified below:

1.	The Contractor has reviewed and attests that the contracting agency or organization meets the requirements as written in the “Nondiscrimination Clause (OCP-1)” STD 17A form and has a process in place to deal with discrimination complaints.	
2.	The Contractor can ensure the administrative, physical and technical safeguards of protected health information as required in the CDPH HIPAA BAA 6-16, HIPAA Business Associate Addendum.	
2.a.	<i>Breaches of confidential client information must be immediately reported to CDPH/OA/ADAP. In the space below, please identify the process (and individual/s) your agency or organization has in place to report breaches of ADAP clients’ protected health or personal information.</i>	
3.	The ADAP Notice of Privacy Practices is posted in an area at the ADAP Enrollment Site that is accessible and visible to ADAP applicants/clients.	
4.	The Contractor has internet access and scanning and uploading capabilities to allow for the creation of electronic ADAP client files within the designated ADAP’s Enrollment Benefits Management secure web-based enrollment system.	
5.	The Contractor has desktop computers with internet access available for all site personnel (shared or individual) who will be performing ADAP enrollment services.	
6.	The Contractor has fax machine/s and scanner/s used to transmit and/or received ADAP client enrollment information/documentation located in a secure area at this ADAP Enrollment Site.	

All of the requirements listed above must be met in order to become an ADAP Enrollment Site.

Print Name of Authorized Agency Representative

Title

Signature

Date

Exhibit G

Plan for Transporting Confidential ADAP Client Files	
Enrollment Site Number:	Enrollment Site Contact:
Address of New Location (where client files are being transferred to): Enrollment Site Name: Current Enrollment Site Address: Enrollment Site Telephone Number: Enrollment Site Fax Number:	Date Client Files will be Transferred:
Please submit the completed Document Transfer Plan to your CDPH ADAP Advisor. Your advisor will contact you after the Document Transfer Plan has been reviewed/approved.	
Acknowledge ADAP Policy for Transferring Client Files: It is the policy of [Insert Name of Enrollment Site], ADAP, to ensure that any transfer of ADAP documentation will be safe, secured and implemented in accordance with CDPH ADAP confidentiality and security requirements for safeguarding the confidentiality of protected health information. ADAP Eligibility Workers (EWs) will implement reasonable and appropriate administrative, technical, and physical measures to safeguard protected health information from any intentional or unintentional use or disclosure that might violate County, State or Federal privacy regulations, Health and Safety Code, and in accordance with the ADAP Site Agreement for years 2016 – 2020, Exhibit D, HIPAA Business Associate Addendum and Exhibit G, Plan for Transporting Confidential ADAP Client Files.	
Why are client files being transferred? <input type="checkbox"/> Relocation of the ADAP Enrollment Site to a new office/location <input type="checkbox"/> Providing in-home client enrollment services when a client is unable to travel to the ADAP Enrollment Site <input type="checkbox"/> Relocating ADAP files to a new location for storage purposes <input type="checkbox"/> Closure of an ADAP Enrollment Site. Note: If files are being transferred for a reason not listed above, please contact your ADAP Advisor	
1. How many client files will be transferred?	

2. Describe the methods that will be used to secure client files when being transferred (e.g., locked container, by vehicle/trunk, no stops on way to new location, etc.)	
3. Which site staff person/s will supervise the security and transfer of client files as they are moved to the new location? Will a vendor be utilized? If so, please explain.	
4. Please describe where and how the client files will be stored at their new location.	
5. In this section, outline, step-by-step, the process that will be followed in the transferring of client files to their new location. Attach an additional page if necessary.	
_____	_____
SIGNATURE OF SITE CONTACT/AGENCY ADMINISTRATOR	DATE SIGNED

Additional Comments:

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) 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 an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one of the following** three paragraphs and complete the certification below:

1. _____ We do not currently have, or we have not had within the previous
 Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, but we have received written permission from the Department of General
 Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section
 10477(b) or submit a contract/purchase order. A copy of the written permission from
 DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States,
 but we certify below that we are not a scrutinized company
 as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: Board of Supervisors

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Supervisor Gardner

SUBJECT Sierra CAMP Membership Agreement
and Designation of Representatives

AGENDA DESCRIPTION:

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

Agreement regarding County's participation/membership in the Sierra Climate Adaptation and Mitigation Partnership (CAMP).

RECOMMENDED ACTION:

Designate Supervisor Stacy Corless to serve as the County's representative to Sierra CAMP and Bob Gardner to serve as the County's alternate member. Approve and authorize Supervisor Corless to sign the Sierra CAMP membership agreement.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Membership Agreement

History

Time	Who	Approval
2/28/2018 1:14 PM	County Administrative Office	Yes
2/27/2018 10:26 AM	County Counsel	Yes

3/1/2018 8:16 AM

Finance

Yes



C L E R K – R E C O R D E R – R E G I S T R A R
C L E R K O F T H E B O A R D O F S U P E R V I S O R S
C O U N T Y O F M O N O

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Shannon Kendall
Clerk-Recorder-Registrar
760-932-5533
skendall@mono.ca.gov

Helen Nunn
Asst. Clerk-Recorder-Registrar
760-932-5534
hunn@mono.ca.gov

To: Honorable Board of Supervisors

From: Shannon Kendall, Clerk of the Board

Date: March 20, 2018

Subject

Sierra CAMP (Climate Adaptation and Mitigation Partnership) Membership Agreement.

Recommended Action

Designate Supervisor Stacy Corless to serve as the County's representative to Sierra CAMP and Bob Gardner to serve as the County's alternate member. Approve and authorize Supervisor Corless to sign the Sierra CAMP membership agreement.

Discussion

At the February 13, 2018 Board of Supervisors meeting, the Board voted to join the Sierra Climate Adaptation and Mitigation Partnership (Minute Order 18-31).

Sierra CAMP requires a commitment to supporting the program through active participation and the designation of one representative and one alternative representative.

Fiscal Impact

None.



MEMBERSHIP AGREEMENT

PURPOSE

The Sierra Climate Adaptation and Mitigation Partnership (Sierra CAMP) is a network designed to promote greater climate resilience through coordination at the regional and local level across the twenty-two-county Sierra Nevada Mountain Range and through partnerships with downstream areas.

The purpose of this partnership is to catalyze leaders from government, public health, business, academia, and community groups to come together – within and across market and jurisdictional boundaries – to share information and best practices; leverage and complement existing climate resources; avoid duplication; identify critical needs and agreed-upon strategies and actions; and identify or develop funding sources to meet those needs. Furthermore, this partnership aims to build relationships with downstream users of Sierra Nevada ecosystem services to develop broader support for protection and enhancement of resources that are critical to the rest of the state. A coordinated partnership that can reach out to decision-makers and advocate for projects in the state’s principal watershed is especially important now as the state makes historic decisions about how best to address climate change impacts and where to invest state funding.

MEMBERSHIP BENEFITS

1. Become a part of local and regional organizations interested in tackling climate adaptation and mitigation efforts by:
 - Sharing information and best practices that address climate change, adaptation, and mitigation within the Sierra region, as well as across the state and the nation.
 - Identify and vet policy solutions.
2. Engage with downstream users of Sierra ecosystem services and build urban-rural connections in support of actions to minimize climate impacts on critical statewide resources.
3. Help catalyze on-the-ground climate projects.
4. Use the Sierra CAMP brand on your website and materials.
5. Eligibility to serve on the Leadership Committee and participate in regional and statewide events on behalf of Sierra CAMP.

MEMBERSHIP

Any entity or person representing an interest in regional climate mitigation and adaptation action is eligible for membership in Sierra CAMP. Sierra CAMP membership consists of six categories of members, designated as "Public Agencies," "For-Profit Entities," "Non-Profit Organizations," "Academia," "Public Member," and "Ex Officio."

By signing this Membership Agreement, _____ (organization/individual) commits to supporting the program through active participation and granting Sierra Business Council permission to identify your organization as a member of Sierra CAMP (e.g. placing your logo on the Sierra CAMP membership page).

Organization or Individual Name: _____

Representative: _____

Representative Signature

Date

Alternate Representative: _____

Alternate Representative Signature

Date



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: First 5

TIME REQUIRED

SUBJECT Reappointment to the First 5
Children and Families Commission

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Reappointment of Jeanne Sassin to the First 5 Mono County Children and Families Commission.

RECOMMENDED ACTION:

Reappoint Jeanne Sassin, Principal of Lee Vining Schools, to serve as representative of local school districts a subsequent three year term on the First 5 Commission expiring March 16, 2021.

FISCAL IMPACT:

None.

CONTACT NAME: Molly DesBaillets

PHONE/EMAIL: 760-924-7626 / mdesbaillets@monocoe.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
3/29/2018 12:55 PM	County Administrative Office	Yes
3/29/2018 5:58 PM	County Counsel	Yes
3/29/2018 12:34 PM	Finance	Yes



March 28, 2018

Ms. Helen Nunn
Mono County Clerk of the Board of Supervisors
P.O. Box 715
Bridgeport, California 93517

RE: BOS RE-Appointment of Ms. Jeanne Sassin to the First 5 Mono County Children and Families Commission

Dear Ms. Nunn,

The First 5 Mono County Executive Director respectfully requests that the Board of Supervisors re-appoint Ms. Jeanne Sassin, Principal of Lee Vining Schools, to serve a subsequent three-year term expiring March 16, 2021.

In accordance with Mono County Code, Ms. Sassin wishes to serve under the membership category: *Representative of local school districts.*

Thank you for your consideration of this request.

Respectfully,

Molly DesBaillets
Executive Director
First 5 Mono County

cc: Bob Gardner, First 5 Mono County Chair
Christy Milovich, Mono County Council

Bob Gardner
Commission Chair
Mono County Board of Supervisors

Dr. Tom Boo
Commission Vice-Chair
Mono County Health Officer

Jeanne Sassin
Commission Secretary
Teacher
Lee Vining Elementary School

Stacey Adler, PhD
Mono County Superintendent of Schools

Bertha Jimenez
Case Manager III
Mono County Behavioral Health

Kristin Wilson, MD
Pediatrician
Mammoth Hospital

Molly DesBaillets, MA
Executive Director

Providing

community to improve outcomes in children's health, safety and learning.

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

TIME REQUIRED

SUBJECT Inyo Mono County Cattlemen's
Association Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from the Inyo Mono County Cattlemen's Association regarding the elimination of stock water and water for irrigation from proposed Los Angeles Department of Water and Power (LADWP) land leases in Long Valley and Little Round Valley.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter

History

Time	Who	Approval
3/29/2018 2:37 PM	County Administrative Office	Yes
3/28/2018 12:16 AM	County Counsel	Yes
3/29/2018 9:02 AM	Finance	Yes

Inyo Mono County Cattlemen

Mr. Robert Gardner

Chair, Mono County Board of Supervisors

P.O. Box 715

Bridgeport, CA 93517

Subject: Elimination of Stock and Irrigation Water on LADWP Ranch Leases in Mono County, CA

In March 2018, the Real Estate Division of the Los Angeles Department of Water and Power (LADWP) sent draft ranch lease documents to Mono County lessees. The leases occur in southern Mono County in Long Valley and Little Round Valley. The term of the leases is from January 1, 2018 through December 31, 2022 with the option to extend the term of the lease for three additional 5-year time periods with a maximum period of 20 years.

A major change (item #8) in the new lease document is the elimination of stockwater and water for irrigation on lands that have historically received 5 acre feet/acre. This elimination of water allocation will impact over 15,000 acres of LADWP lands classified as irrigated in Round Valley, Little Round Valley and Long Valley.

The ramifications of the elimination of irrigation water are several including:

- 1) Directly impacts the economics of the agriculture industry in Inyo and Mono counties:
 - a. The agriculture industry between Inyo and Mono counties is intricately entwined with ranchers using federal, private and LADWP lands to support their operations. Agricultural operations in Inyo and Mono counties contribute \$78.6 million in local economic activity, including \$47.9 million in direct value and \$28.9 million in associated economic activity (Agriculture in Inyo and Mono Counties, An Economic Profile 2017 report).
 - b. Agriculture pays \$6.2 million in federal, state and local taxes.
 - c. Maintains 449 local jobs.
- 2) Loss of wetland/riparian vegetation:
 - a. Wetlands losses have been substantial in Mono County since settlement times. In Long Valley, the lower part of the valley contained several thousand acres of wetlands before Crowley Lake reservoir was created in 1941. Other losses of wetland have been due to urban development, new roads, and loss of irrigation water to Mono Lake. The LADWP irrigated lands currently support wetland and riparian habitats that are enhanced by supplemental irrigation water from May to October.

- b. Wetlands have several functions including sustaining favorable water flows, recharging of the groundwater, provide habitat and biological diversity, and nutrient filtering and they have aesthetic and heritage value. The addition of irrigation water increases vegetative growth and organic matter – thereby increasing the resistance to invasion by non-native species and the resilience to disturbance, drought and fire.
 - c. In the early 1990's, the LADWP was a leader in riparian restoration, implementing several riparian grazing systems on several creeks and the Upper Owens River in Long Valley. The irrigation water from adjoining fields has aided in the recovery of the riparian vegetation.
- 3) Potential declines in wildlife populations dependent on the wetland/riparian habitats:
- a. The Audubon Society has designated the Crowley Lake as an Important Bird Area. Long Valley supports what is now one of the largest populations of Greater Sage-Grouse in the state, a species that depends on the area's low level of development for unobstructed seasonal elevational migrations (e.g. upslope in summer following nesting). Bank Swallow maintains its southernmost colony left in California on the eroded banks of Crowley (up to 2000 pr., fide Gaines 1988), and Snowy Plover nest in small numbers at the north end of the reservoir and on the alkali lakes scattered across the valley floor (e.g. west of Benton Crossing Rd., DS). Prairie Falcons breed in nearby rock outcroppings, and up to 24 Peregrine Falcon chicks have been successfully hacked out of a tower installed by LADWP (G. Coufal, LADWP, in litt.). The concentrations of waterfowl year round (but especially in fall and spring) are nearly unprecedented in the region, and several species of ducks and grebes have large breeding populations here. Like other interior wetlands, Crowley supports large numbers of post-breeding waterbirds in late summer (e.g. American White Pelican), which concentrate at the Owens River mouth. Shorebirds pour through by the hundreds (occasionally thousands) in spring and fall, with over 100 Spotted Sandpipers recorded on recent single-day surveys (Shuford et al., In press B). It is conceivable that with continued recovery of the wet meadow ecosystem here, Long Valley could once again support breeding Yellow Rail, known historically from the area (Grinnell and Miller 1944). In winter, the grassland of Long Valley hosts one of the major raptor concentrations east of the Sierra (http://esaudubon.org/birds/iba/crowley_lake.php).
 - b. In the Mono Basin, several thousand acres of irrigated lands were dried up when all water was directed to Mono Lake. Habitats and wildlife populations were significantly impacted. Additional cumulative impacts will occur with the drying up of LADWP lands in Long Valley, Little Round Valley and Round Valley.
- 4) Potential declines in the Bi-state population of the Greater Sage Grouse, a candidate species for federal listing.
- a. The most limiting habitat for the Greater Sage Grouse is mesic habitats (wet meadows, irrigated pastures, irrigated alfalfa, riparian areas). These habitats are essential for brood rearing – as chicks depend on meadow vegetation and insects for survival. Some of the

- most important brood rearing locations in Long Valley are near Convict Creek and the Laurel Meadows. Irrigation from May to September promotes high chick survival and recruitment.
- b. Long Valley supports one of only two core sage-grouse subpopulations within the Bi-State area and currently comprises approximately 30 percent of all grouse within the California portion of the Bi-State area.
 - c. In 2015, the US Fish and Wildlife Service reviewed the potential listing of the Bi-State population of the Greater Sage Grouse and determined that the population should not be listed as “threatened” because of the unified conservation efforts of agencies, non-profit organizations and private landowners. The substantial loss of the essential mesic habitats, such as irrigated pastures may jeopardize the population and result in reconsideration for federal listing.
 - d. Bi-State Regional Conservation Partnership Program (NRCS): Through the “Livestock in Harmony with Sage Grouse” project (awarded \$8 million), 11 collaborating partners will implement recommended water quality, rangeland and soil health conservation practices and monitoring on rangelands in Nevada and California.
- 5) Reduced grazing capacities – loss of vegetation from the elimination of irrigation water will reduce forage production. During the drought years from 2013-2015 when irrigation water was reduced and eventually eliminated, forage production on irrigated fields declined from an average of 1500 to 3000 lbs/ac to 100 to 300 lbs/ac. Total die-off of vegetation occurred in some years that did not receive water for 3 consecutive years.
- a. The reduced grazing capacities on LADWP lands will also have a domino effect on adjoining federal grazing permits. This will result in a loss of economic value of LADWP land and Mono County
- 6) Increased soil erosion – with the dewatering of the irrigated pastures vegetation cover will be reduced exposing the soil to increased wind erosion and increased susceptibility to invasion by non-native plant species.
- a. Increases in bare ground provide opportunities for non-native species such as cheatgrass (a highly flammable annual grass).
- 7) Increased wildfire risk
- a. Due to changing climatic conditions, the eastern Sierra’s have had an increase in intensity and frequency of large-scale wildfires. Increases of non-native species and flammable shrubs that invade previously irrigated areas will provide fuel for additional wildfires – resulting in loss of grazing resources and essential wildlife habitats.

A workshop is planned to discuss these impacts and others that may arise from the elimination of irrigation water on LADWP property in Mono County. An agenda is forthcoming.

Sincerely,

Matt Kemp

Inyo/Mono Cattlemen's Association



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: Human Resources

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Dave Butters

SUBJECT Human Resources Department Presentation

AGENDA DESCRIPTION:

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

Presentation by Dave Butters regarding the function of Human Resources in Mono County and progress on goals.

RECOMMENDED ACTION:

No action recommended.

FISCAL IMPACT:

None

CONTACT NAME: Dave Butters

PHONE/EMAIL: 760 932 5413 / dbutters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report -HR Dept Presnetation
HR Department Presentation

History

Time	Who	Approval
3/29/2018 4:56 PM	County Administrative Office	Yes
3/29/2018 5:57 PM	County Counsel	Yes
3/29/2018 4:40 PM	Finance	Yes



County of Mono

County Administrative Office

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Dave Butters
Human Resources Director

Jay Sloane
Risk Manager

TO: Honorable Board of Supervisors

FROM: Dave Butters, Human Resources Director

DATE: April 3, 2018

SUBJECT: Human Resources Department Presentation

Human Resources provides a variety of support functions to Mono County Employees. Some of the most apparent functions are the recruitment and onboarding of new employees, benefit enrollment and administration, union relations and negotiations, personnel rule interpretation and enforcement, compensation analysis, and performance management. There are additional functions that while important and impactful occur behind the scenes due to the confidential nature of the interaction. These include providing a confidential location for the reporting information, coaching employees through difficult situations, and working to resolve disagreements and conflicts in the workplace.

The value of accomplishing some of our key goals and objectives is listed below:

- Though implementation of the applicant portal we will make applying for a job easier which we expect to result in increased applicant flow and more choices when filling open positions.
- The employee portal will create efficiency by permitting employees to access information without visiting HR. They will be able to focus on the job they were hired to perform.
- Implementing the salary survey will facilitate a competitive compensation structure which will help with recruitment and retention.
- Ratification of labor agreements with Deputy Sheriffs' Association, Paramedics, Public Safety Officers Association, and Deputy Probations Officers Unit assures we remain a competitive employer.
- Employee relations initiatives resolve problems before they become larger issues and improves employee morale. Employees who are treated fairly and enjoy coming to work each day provide better service for the citizens they serve.



Human Resources Department Presentation

April 3, 2018




Human Resource Department Overview

- ▶ Employee Recruitment and Orientation
 - ▶ Employee Benefit Administration
 - ▶ Labor Relations
 - ▶ MOU Negotiations
 - ▶ Union Relations
 - ▶ Employee Relations
 - ▶ Conflict Resolution and Mediation
 - ▶ Employee Advocacy
 - ▶ Confidential Resource for Guidance
 - ▶ Personnel Rules and Policy Interpretation/Guidance
- 



Human Resource Department Overview

- ▶ Compensation Analysis
 - ▶ Salary Survey
 - ▶ Wage and benefit analysis during negotiations
 - ▶ Performance Management
 - ▶ Megg Hawkins and Delilah Balatti are key to accomplishing these objectives
-
- ▶ People are our focus. Integrity, availability, and fairness are attributes that earn employee trust and support.



Goals For 2017-2018

- Implement and train staff to use Human Resources software including Applicant online to provide a better experience for potential new recruits while providing better customer service to our existing employees through an employee portal where employee information can be updated and remittance advices and tax forms will be accessed.
- In conjunction with Cooperative Personnel Services (CPS) initiated a county salary survey, including updating job descriptions, and doing a comprehensive study to determine comparable positions within counties that are similar in many attributes such as local economy, size of county, county budget size and similar positions.
- Improved the recruitment and onboarding procedures to increase candidate attraction options and create a better experience for new Mono County employees.
- Ratification of labor agreements with Paramedics and Public Safety Officer Association assure we remain a competitive employer.



Measures Of Success

- ▶ Attracting qualified candidates/employees to Mono County.
- ▶ Bargaining unit MOU's that are fair and equitable to all parties.
- ▶ Employee benefit administration. Providing accurate and timely information.
- ▶ Providing on-line resources for employee requests.
- ▶ Employee satisfaction.



Looking Ahead

- Implementing the Salary Survey results.
- Negotiate new labor agreements with Paramedics, Mono County Public Employees, and Deputy Probation Officers Unit.
- Complete implementation of the Employee Portal.
- Continue to improve benefit education and administration.
 - Departmental meetings
 - Fact sheets for employees going out on leave
 - FAQ document to understand rights and responsibilities



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: Risk Management

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Jay Sloane

SUBJECT Risk Management Department Presentation

AGENDA DESCRIPTION:

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

Presenting the functions and goals of the Risk Management Department.

RECOMMENDED ACTION:

Provide any desired direction to staff.

FISCAL IMPACT:

None

CONTACT NAME:

PHONE/EMAIL: 760-932-5405 / jsloane@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Jay Staff Report
Jay Powerpoint

History

Time	Who	Approval
3/29/2018 2:36 PM	County Administrative Office	Yes
3/29/2018 5:59 PM	County Counsel	Yes
3/29/2018 12:34 PM	Finance	Yes



COUNTY OF MONO

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

Jay Sloane
Mono County Administration
Risk Manager

To: Board of Supervisors

From: Jay Sloane

Date: April 3, 2018

Subject: Risk Management Department Presentation

Recommended Action:

Provide any direction to staff

Fiscal Impact:

None

Discussion:

The Department of Risk Management has countywide functions that include: safety, loss prevention, leadership training, risk transfer, contract review, insurance procurement, insurance pooling, and insurance policy administration and oversight on workers' compensation, general liability, and property policies. This presentation will address goals set in the 2017-18 budget process, ideas on how these goals can be refined moving forward, how the department measures success, and how the priorities of the department contribute to the Board's Strategic Plan.

Department Presentation: Risk Management



Department Functions

Principles of Enterprise Risk Management vs. Traditional Risk Management



Insurance Crisis of the 80's

Insurance Pooling and JPA's

The Layers of our Policies

First Layer of Insurance:

Trindel Insurance Fund

-Self Insured Retention or Banking Layer



2nd and 3rd Layer of Insurance:

CSAC-EIA pooling and Excess with Alliant



Loss Prevention Program

- Trindel Board adopted criteria for preventing claims before they occur.
- Dedicated Loss Prevention Employee
- Countywide Safety Committee and Department Safety Representatives
- Safety and Loss Prevention Training
- Incident/Hazard Reports with Corrective Actions
- Ongoing Trindel Loss Prevention Meetings, DSR meeting, Road and Law Enforcement Meeting
- Semiannual worksite and property inspections
- Regular Department Safety Meetings
- Leadership and Supervisor Training Program





- Why R.M. goals are important for the county
- Goals of last year
- Progress
- How to measure success
- Updated goals

Questions and Comments?





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: Public Works

TIME REQUIRED 20 Minutes (10 minute presentation;
10 minute discussion) **PERSONS APPEARING** Chad Senior

SUBJECT Authorization to Bid for the 2018
Mono County Fog Seal and Striping
Project **BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

This project will provide pavement preservation (fog sealing) and striping rehabilitation to Bridgeport Streets, Lee Vining Streets, Chalfant Streets, Swall Meadows Streets, Paradise Streets, Owens Gorge Road, and Crowley Lake Drive.

Additionally, bid alternates will include June Lake Streets, Lundy Lake Road, Bryant Field Airport, Lee Vining Airport, Rimrock Zone of Benefit Streets, and the southern portion of Lower Rock Creek Road. Due to the size of the attachment, the 2018 Mono County Fog Seal Striping Project Plan Set, Parts 1 and 2, can be found at the following link:

<https://monocounty.ca.gov/bos/page/board-supervisors-16>

RECOMMENDED ACTION:

Approve bid package, which includes the project manual, plans, and specifications, for the 2018 Mono County Fog Seal and Striping Project. Authorize the Public Works Department to issue and advertise an Invitation for Bids for the project. Provide any desired direction to staff.

FISCAL IMPACT:

This project is funded with \$420,000.00 of Senate Bill No. 1 (SB1) funds. The exact amount of any contract executed for this project will depend on the actual bids received. Project alternates for other roads and airport runways may be funded by the appropriate enterprise funds. Payments to contractors are not expected to impact the General Fund, however the General Fund is obligated to pay an annual maintenance of effort of \$522,033 to the Road Fund as a condition of retaining SB 1 funding currently earmarked for this project.

CONTACT NAME: Chad Senior

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Project Manual](#)

History

Time	Who	Approval
3/29/2018 6:08 AM	County Administrative Office	Yes
3/29/2018 7:01 PM	County Counsel	Yes
3/29/2018 9:02 AM	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: March 29, 2018

To: Honorable Chair and Members of the Board of Supervisors

From: Chad Senior, Associate Engineer

Re: Authorization to issue and advertise Invitation for Bids for the 2018 Mono County Fog Seal and Striping Project – Bridgeport Streets, Lee Vining Streets, Chalfant Streets, Paradise Streets, Swall Meadows Streets, Owens Gorge Road, and Crowley Lake Drive. Alternate Bid Options include June Lake Streets, Lundy Lake Road, Bryant Field Airport, Lee Vining Airport, Rimrock Zone of Benefit Streets, and the southern portion of Lower Rock Creek Road.

Recommended Action:

Approve bid package, which includes the project manual, plans, and specifications, for the 2018 Mono County Fog Seal and Striping Project. Authorize the Public Works Department to issue and advertise an Invitation for Bids for the project. Provide any desired direction to staff.

Fiscal Impact:

This project is funded with \$420,000.00 of Senate Bill No. 1 (SB1) funds. The exact amount of any contract executed for this project will depend on the actual bids received. Project alternates for other roads and airport runways may be funded by the appropriate enterprise funds. Payments to contractors are not expected to impact the General Fund, however the General Fund is obligated to pay an annual maintenance of effort of \$522,033 to the Road Fund as a condition of retaining SB 1 funding currently earmarked for this project.

Strategic Plan Focus Area: Infrastructure, Environmental Sustainability

Background:

This project will provide pavement preservation (fog sealing) and striping rehabilitation to Bridgeport Streets, Lee Vining Streets, Chalfant Streets, Swall Meadows Streets, Paradise Streets, Owens Gorge Road, and Crowley Lake Drive. Additionally, bid alternates will include June Lake Streets, Lundy Lake Road, Bryant Field Airport, Lee Vining Airport, Rimrock Zone of Benefit Streets, and the southern portion of Lower Rock Creek Road. The project manual (contract documents, special provisions, technical specifications, etc.) is attached to this staff report for Board reference. The project plans are uploaded to the Novus website for your reference.

Approval of the Invitation for Bids and related bid documents at this meeting will allow advertising to take place and completion of the project during the 2018 construction season.

This project is exempt from the California Environmental Quality Act (CEQA Guidelines, Section 15301, Class 1, Type C) and a Notice of Exemption has been prepared for this project by the Public Works Department.

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

Respectfully submitted,



Chad Senior,
Associate Engineer

Attachments: Project Manual
Project Plans

PROJECT MANUAL
FOR
2018 MONO COUNTY
FOG SEAL AND STRIPING PROJECT
Project No. 9301

MONO COUNTY, CALIFORNIA



Invitation for Bids
Instructions to Bidders
Proposal Forms
Sample Standard Agreement
Technical Specifications & Construction Quality Assurance Program
Project Plans

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works
Post Office Box 457
74 North School Street
Bridgeport, California 93517
760.932.5440

March 2018

OPTIONAL PRE-BID CONFERENCE:

**11:00 am, Monday, April 23,
2018** Public Works Conference
Room 74 North School Street
Bridgeport, California 93517

BID SUBMITTAL DEADLINE:

3:00 pm, Tuesday, May 1, 2018
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 237
Bridgeport, California 93517

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

CERTIFICATION PAGE

2018 MONO COUNTY FOG SEAL AND STRIPING
Project No. 9301

These contract documents, plans, specifications and special provisions contained herein have been prepared by, or under the direction of, the following registered civil engineer:



Paul Edward Roten
C 56891
Senior Civil Engineer
County of Mono
Department of Public Works
74 North School Street
Bridgeport, California 93517

2018 March 5

Date

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Project No. 9301*

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SECTION I



INVITATION FOR BIDS

2018 MONO COUNTY
FOG SEAL AND STRIPING PROJECT

Project No. 9301

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INVITATION FOR BIDS

2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT

Project No. 9301

Notice is hereby given that the Mono County ("County") Department of Public Works calls for bids from qualified General Engineering, Paving, and Striping contractors for the **2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT** ("Project"). The purpose of this Project is to preserve existing asphalt surfaces by the application of fog seal and paint striping at existing County street locations in Bridgeport, Lee Vining, Chalfant, Paradise, and Swall Meadows. The project also includes the following roads: Owens Gorge Road and Crowley Lake Drive. Additional bid alternates include June Lake Streets, Lundy Lake Road, Lower Rock Creek Road (from Swall Meadows Road, south, to the Mono County line), Bryant Field Airport (Bridgeport, California), Lee Vining Airport, and the Rimrock Zone of Benefit Streets (Swall Meadows, California). The Rimrock Zone of Benefit region includes Sierra Wave, Ridgeview, and Cougar Run.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for this project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless one of the limited time extensions set forth in Labor Code section 1771.1 applies, in which case registration must be completed by the time of contract award). This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Project Manual and Project Plans provide, in detail, the requirements for the Project. The Project Manual, Project Plans, and related Project documents are available on the Mono County Bid Management System. To access the system go to <http://bids.monocounty.ca.gov/> and click on "view details" to the right of the name of this Project in the RFP/RFQ/RFB Title list. This page shows the Project summary, status, bid due date, up-to-date plan-holders list, and supporting documents. If you would like to be added to the plan-holder list and receive email notices when addenda are posted, click "Click here to create a new user account." After registering your company, click "Add me to the Plan-holder List." You can ask questions about the project by clicking "Ask a question about this solicitation." If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

Each bid shall be made on the proposal forms contained in the Project Manual and must be accompanied by bid security in the amount of not less than 10 percent (10%) of the total bid.

In accordance with Public Contract Code section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

The Project and all work must be completed within **30 working days** from the date of issuance of the Notice to Proceed.

An **optional** pre-bid conference and site visit will be held at the County's Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. The meeting is scheduled for **11:00 am April 23 2018**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than **Tuesday May 1, 2018** (“**Bid Submission Deadline**”).

As soon thereafter as is practicable, all bids received by the Clerk as of the Bid Submission Deadline will be taken to the Department of Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend.



Chad Senior
Associate Engineer
Mono County Department of Public Works

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

INSTRUCTIONS TO BIDDERS

2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT

Project No. 9301

1. SECURING BID DOCUMENTS

The Project Manual, which includes the Invitation for Bids, Instructions to Bidders, Proposal Forms, Sample Standard Agreement, Technical Specifications, Construction Quality Assurance Program, and Project Plans provide in detail the requirements for the Project. The Project Manual is available on the Mono County Bid Management System. To access the system go to <http://bids.monocounty.ca.gov/> and click on “view details” to the right of the name of the Project in the RFP/RFQ/RFB Title list. This page shows the Project summary, status, bid due date, up-to-date plan-holders list, and supporting documents. If you would like to be added to the plan-holder list and receive email notices when addenda are posted, click “Click here to create a new user account.” After registering your company, click “Add me to the Plan-holder List.” You can ask questions about the Project by clicking “Ask a question about this solicitation.” If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

2. PRE-BID CONFERENCE

An **optional** pre-bid conference and site visit will be held at the Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. The meeting is scheduled for **11:00 am, Monday, April 23, 2018**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, all plan-holders will be notified in advance.

3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

- A. For information not provided in the Project Manual, bidders shall refer to the Standard Plans or Standard Specifications.
- B. Should bidders find discrepancies in, ambiguities, or omissions from, the Project Manual, or should there be any doubt as to their meaning, they shall at once notify the Director of the Department of Public Works and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on the Mono County Bid Management System. Failure to raise any such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract. In the event that written addenda or bulletins of instructions are issued, all bidders will be required to acknowledge that they have reviewed and considered such addenda or bulletins in formulating their bids.
- C. No employee, agent, or representative of the County, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual, and a submission of a bid constitutes agreement by a bidder that its representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder to direct the bidder’s attention to the specific provisions of the Project Manual that cover the subject of the inquiry.

4. APPROXIMATE QUANTITIES

The quantities given in the Bid Schedule are approximate only and are being given as a basis for the comparison of bids. The County does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and the County reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary.

5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered 2018 Mono County Fog Seal and Striping Project Proposal Forms ("Proposal Forms") contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal Forms shall be without interlineations, alterations, or erasures.
- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (contained herein on pages **BD-1 through BD-28**) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this project. Consequently, the County has developed a base project and four additive alternatives. After bid opening, the County will determine available funding and accordingly select a project (with or without the additive alternative) for construction; and, if it chooses to do so, the County will award a contract for construction of that project. For purposes of comparing bids and determining the apparent low bidder, however, the County will use the amount entered as the "**Bidder's Grand Total**" on page **BD-10**
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidences that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- F. Bidders' attention is directed to the insurance and bond requirements described below and as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.
- G. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. Proposal Forms (contained herein on pages **BD-1 through BD-28** and bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **2018 MONO COUNTY-WIDE FOG SEAL AND STRIPING PROJECT** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.

- I. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than **3:00 pm, Tuesday, May 1, 2018** (“Bid Submission Deadline”). Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- J. Bidders are advised that due to the remote nature of central Mono County, “overnight” delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

A bidder may modify its bid by written communication provided such communication is received by the Clerk of the Board of Supervisors up to, but not later than, the Bid Submission Deadline described above Paragraph 5.I. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the bidder up to, but not later than, the Bid Submission Deadline described above in Paragraph 5.I. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the bidder in preparing the bid shall not entitle the bidder to withdraw the bid subsequent to the County opening bid proposals.

8. AGREEMENT AND BONDS

- A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier’s check or bidder’s bond in an amount of at least 10 percent (10%) of their respective bids made payable to the County of Mono. This bidder’s bond or bid security shall be given as a guarantee that the bidder will enter into a contract if awarded, and may be forfeited by the successful bidder and retained by the County if the bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates and bonds) within five (5) calendar days after provision by the County of a complete and final contract for execution by successful bidder.
- B. The successful bidder will be required to furnish a labor and materials bond (also known as a “payment bond”) in an amount equal to 100 percent (100%) of the contract price, and a faithful performance bond in an amount equal to 100 percent (100%) of the contract price. In addition, the successful bidder, as the Contractor, will be required to furnish a one-year warranty bond upon project completion, pursuant to the requirements in the Sample Standard Agreement. Only surety bonds issued by an admitted surety insurer, as defined in the Sample Standard Agreement, will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included in this Project Manual.
- C. The Contract Documents include a Sample Standard Agreement, which the successful bidder, as the Contractor, will be required to execute, and the insurance and bonds, which the Contractor will be required to furnish.
- D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Contract Documents, may be made without securing the consent of the surety or sureties on the contract bonds.

9. OPENING OF BIDS

As soon after the Bid Submission Deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California, 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Any bid received after the Bid Submission Deadline will be returned to the bidder unopened.

10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Department of Public Works will evaluate the bids; identify the lowest responsive bid by a responsible bidder; send a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted, to the identified Bidder (copied to all Bidders); and agendize the matter for review by the Board of Supervisors. The Board of Supervisors shall determine whether to proceed to contract award or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. If the Board of Supervisors elects to proceed to contract award, it will approve and authorize execution of a contract with the successful bidder. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent low bidder, and such other bidders as the Department of Public Works deems appropriate, appears to be a “responsible bidder.” Said investigation will involve checking each bidder’s and any listed subcontractor’s license status and eligibility to contract for public works, and may also include, a request for bidder references and/or insurance certificates, a request for documents demonstrating the bidder’s solvency and available resources to timely complete the work, and consideration of the bidder’s performance on any prior contracts with the County. The County reserves the right to waive any informality or irregularity in any bid that does not affect the contract price and provided such waiver is allowed by law.

11. BID PROTEST PROCEDURE

Bidders may file a protest in accordance with the directions provided herein with respect to the apparent low bid, any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low bidder, or of any other bidder.

The bid protest period shall commence immediately upon the County’s issuance of the Notice of Intent to Award the contract and shall remain open until 4:30 PM of the fifth (5th) business day following the date of the Notice of Intent to Award the contract (“Bid Protest Deadline”). All bid protests must be received by the County, as described in this Paragraph 11, by the Bid Protest Deadline. Postmarks will not be accepted. Failure to timely file a written protest by the Bid Protest Deadline shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Bidders may submit protests to the County by mail, facsimile (fax), or electronically. Protests submitted by mail (USPS, UPS, FedEx, Golden State Overnight, etc.) must be addressed and delivered to the Clerk of the Board of Supervisors, c/o Mono County Department of Public Works, Attn: Chad Senior, 74 North School Street, Post Office Box 237, Bridgeport, California, 93517. Protests submitted by facsimile (fax) must be sent to 760.932.5441. Protests submitted electronically should be emailed to Chad Senior at csenior@mono.ca.gov.

Bid protests must be submitted in and include the following information: (1) the name of the person or entity making the protest; (2) the name of the bid project; (3) a complete statement of all legal and factual grounds for the protest; (4) any documentation supporting the protestor’s grounds for the protest; and (5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to the Department of Public Works’

investigation and to provide any information requested by the Department of Public Works. The Department of Public Works shall notify the protested bidder of any evidence reflecting upon his responsibility, afford the protested bidder an opportunity to rebut such evidence, and allow the protested bidder to present evidence in support of his qualifications to perform the contract. The Department of Public Works shall respond to the protesting party upon the conclusion of its investigation by providing the protesting party a statement of its conclusions and findings. Thereafter, the Director of the Department of Public Works shall make a recommendation to the Board of Supervisors regarding the bid protest.

In addition to other requirements related to claim presentation, the bid protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County, or any of its officers, agents, or employees related to or arising out of the award of a contract for the construction of the Project to a bidder whose winning bid could have been the subject of a protest as outlined above.

12. AWARD OR REJECTION OF BIDS

- A. After expiration of the Bid Protest Deadline, the County may, in its discretion take any of the following actions: (1) Award a contract notwithstanding the filing of a bid protest; (2) refrain from awarding a contract pending resolution of any or all bid protests; or (3) otherwise proceed as it deems appropriate, including without limitation rejecting all bids received. Further, under Public Contract Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.
- B. If it chooses to award a contract, the County shall award the contract to the bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, any such contract will not be in force until it is approved and fully executed by the County and the successful bidder.
- C. Payment under any contract resulting from this Invitation for Bids will be consistent with the Sample Standard Agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.
- D. Contract award, if made, is anticipated to occur within two (2) weeks after the date of bid opening but could occur up to 60 days after said date. In such an event, all bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect.
- E. The County assumes no responsibility for any costs the bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

13. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Intent to Award will be the contract for the Project, which the successful bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within five (5) calendar days following receipt of such contract and Notice of Intent to Award. Failure to do so by the successful bidder shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by both parties constitutes execution of a contract for the Project.
- B. In the event the successful bidder is unable to physically deliver the required bonds and insurance certificates, and where approved in writing by the Director of the Department of Public Works, the bidder shall, prior to its commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.

- C. In the event of failure of the lowest responsible, responsive bidder to sign and return a contract for the Project with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible, responsive bidder, and so forth, until a fully-executed contract for the Project and acceptable bonding and insurance certificates are received by the County.
- D. The bid security of all bidders will be retained by the County until a contract for the Project is executed by the successful Bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the bidders whose proposals they accompanied.

14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the successful bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project and related work will be held responsible for their work, which shall be subject to the provisions of the Project Manual and any contract executed pursuant to this Invitation for Bids.
- B. Each bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or Ten Thousand dollars (\$10,000.00), whichever is greater, of the bidder's bid.
- C. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No bidder whose bid is accepted shall, without consent of the Director of the Department of Public Works, do any of the following:
 - (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or
 - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or
 - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Director of the Department of Public Works, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.

15. INTEREST IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternative bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

16. COORDINATION WITH OTHER CONTRACTORS

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and bidders must employ, as far as possible, such methods and means in the carrying out the Project and related work as will not cause any interruptions or interference with any other contractor or the operations of the facility at which the work is being performed.

17. SUBSTITUTIONS

Throughout the Project Manual, materials may be specified that are in short supply or that are restricted by government limitation orders. For the purpose of submitting proposals, bidders shall assume that the County will require all materials to be furnished as specified. No substitutions will be permitted until all sources or supply have been exhausted and written notice is given to the Director of the Department of Public Works stating such fact. Substituted materials shall have the written approval of the Director of the Department of Public Works, or its authorized agent, before installation in the Project.

18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as the Contractor, will be required to furnish a valid Mono County Business License issued by County's Office of the Treasurer prior to commencing the work.
- B. In order to be eligible for award of a contract for the Project, a bidder must possess either of the following classification(s) of contractor's license: (1) Class A – General Engineering; or (2) C12 – Earthwork and Paving.
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business and Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. All bidders, contractors, and subcontractors shall possess the appropriate licenses to cover the above advertised work. The County will verify that the successful bidder, as well as any contractor and any subcontractor, is appropriately licensed to perform Project work designated prior to awarding any contract pursuant to this Invitation for Bids.

19. LABOR REQUIREMENTS

The services and work to be provided by the successful bidder, as the Contractor for this Project, constitute a "public work" within the meaning of Labor Code sections 1720 and 1720.3. Accordingly, as required by Labor Code section 1771, the successful bidder, as the Contractor, and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages ("prevailing wage") specified for each craft and classification to all workers employed in the execution of the project. Copies of prevailing wages, as determined by the Director of the Department of Industrial Relations, are available online at: www.dir.ca.gov/OPRL/DPreWageDetermination.htm and on file at the office of the Department of Public Works, located at 74 North School Street, Bridgeport, California, 93517, and are available to any interested party upon request. These wages are not included in any part or section of the Project Manual. Changes, if any, to prevailing wage rates will be available at the same location.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless exempt under Labor Code section 1771.1). This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

The Project and all related work shall be completed within 30 working days from the date of issuance of the Notice to Proceed. By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage

provisions; (3) and that it is agreed by both parties that the successful bidder, as the Contractor, will pay Mono County liquidated damages specified in Exhibit 1 of the Sample Standard Agreement.



COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL FORMS



2018 MONO COUNTY

Fog Seal and Striping Project

Project No. 9301



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PROPOSAL FORMS
2018 FOG SEAL AND STRIPING PROJECT
Project No. 9301

Proposal of _____ (“Bidder”), organized and existing under the laws of the State of _____, doing business as _____ (e.g., “a partnership;” “a corporation;” “a sole proprietor”), as applicable to the County of Mono, (“County”). This bid proposal consists of the attached pages **BD-1 through BD-28**.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for the **2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT (“Project”)** in strict accordance with the Project Manual, which include the Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Construction Quality Assurance Program, Agreement, any applicable addenda issued by the County’s Department of Public Works, and other Contract Documents within the time set forth therein at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the Project and related work contemplated in the Project Manual and described in any contract executed pursuant to this Invitation for Bids.

By submitting this Bid Proposal, Bidder certifies (and in the case of a joint bid, each party thereto certifies as to his own organization) that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work on the Project pursuant to any contract executed pursuant to this Invitation for Bids on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 30 working days from the date of issuance of the Notice to Proceed**, pursuant to the provisions specified in any contract executed pursuant to this Invitation for Bids.

It is understood that, except for lump sum items, the quantities set forth in the Bid Schedule are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Bidder’s compensation will be computed on the basis of documented final quantities in completed work, measured as specified, whether they be more or less than those shown.

Bidder’s Company Name: _____

Company Address: _____

Office Telephone No.: _____ Fax No.: _____

Email Address: _____

Contractor’s Calif. License No.: _____ Class: _____

Mono County Business Lic. No.: _____

Name of Company Officer: _____ Title: _____

Bidder’s Signature

Date

(Add seal if by a corporation)



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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

BID SCHEDULE

2018 Mono County Fog Seal and Striping Project
Project No. 9301

Project No. 9301

Contractor's Name:

Bridgeport Streets			Base Bid			A
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
A1	8	Mobilization	1	LS		
A2	13	Water Pollution Control	1	LS		
A3	12	Traffic Control	1	LS		
A4	37	Fog Seal Coat	49390	SY		
A5	84	Crosswalk (PAINT)	3	LS		
A6	84	Right Edgeline (PAINT)	2130	LF		
A7	84	"School Xing" Marking (PAINT)	2	LS		
A8	84	Parking Space Striping (PAINT)	1	LS		
A9	84	Accessible Parking Space (PAINT)	1	LS		
A10	84	"Stop" Marking (PAINT)	11	LS		
A11	84	Stop Bar (PAINT)	17	LS		
Bridgeport Streets - Base Bid - A						- Subtotal:

Lee Vining Streets			Base Bid			B
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
B1	8	Mobilization	1	LS		
B2	13	Water Pollution Control	1	LS		
B3	12	Traffic Control	1	LS		
B4	37	Fog Seal Coat	28483	SY		
B5	84	Crosswalk (PAINT)	6	LS		
B6	84	Parking Space Striping (PAINT)	1	LS		
B7	84	Centerline (PAINT)	400	LF		
B8	84	Accessible Parking Space (PAINT)	2	LS		
B9	84	"Stop" Marking (PAINT)	9	LS		
B10	84	Stop Bar (PAINT)	3	LS		
Lee Vining Streets - Base Bid - B						- Subtotal:



Project No. 9301

Contractor's Name:

Chalfant Streets			Base Bid			C
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
C1	8	Mobilization	1	LS		
C2	13	Water Pollution Control	1	LS		
C3	12	Traffic Control	1	LS		
C4	37	Fog Seal Coat	89658	SY		
C5	84	Centerline (PAINT)	4600	LF		
C6	84	Right Edgeline (PAINT)	8820	LF		
C7	84	"Stop Ahead" Marking (PAINT)	1	LS		
C8	84	Stop Bar (PAINT)	4	LS		
C9	84	"Stop" Marking (PAINT)	4	LS		
Chalfant Streets - Base Bid - C						- Subtotal:

Paradise Streets			Base Bid			D
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
D1	8	Mobilization	1	LS		
D2	13	Water Pollution Control	1	LS		
D3	12	Traffic Control	1	LS		
D4	37	Fog Seal Coat	20381	SY		
D5	84	Centerline (PAINT)	2357	LF		
D6	84	Stop Bar (PAINT)	6	LS		
D7	84	"Stop" Marking (PAINT)	6	LS		
Paradise Streets - Base Bid - D						- Subtotal:



Project No. 9301

Contractor's Name:

Swall Meadows Streets			Base Bid			E
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
E1	8	Mobilization	1	LS		
E2	13	Water Pollution Control	1	LS		
E3	12	Traffic Control	1	LS		
E4	37	Fog Seal Coat	68972	SY		
E5	84	Centerline (PAINT)	3434	LF		
E6	84	Stop Bar (PAINT)	2	LS		
E7	84	"Stop" Marking (PAINT)	2	LS		
E8	84	Right Edgeline (PAINT)	6910	LF		
E9	84	"Stop Ahead" Marking (PAINT)	1	LS		
Swall Meadows Streets - Base Bid - E						- Subtotal:

Owens Gorge Road			Base Bid			F
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
F1	8	Mobilization	1	LS		
F2	13	Water Pollution Control	1	LS		
F3	12	Traffic Control	1	LS		
F4	37	Fog Seal Coat	56043	SY		
F5	84	Centerline (PAINT)	19700	LF		
F6	84	Right Edgeline (PAINT)	44280	LF		
F7	84	"Stop" Marking (PAINT)	1	LS		
F8	84	Stop Bar (PAINT)	1	LS		
Owens Gorge Road - Base Bid - F						- Subtotal:



Project No. 9301

Contractor's Name:

June Lake Streets			Alternate Bid			G
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
G1	8	Mobilization	1	LS		
G2	13	Water Pollution Control	1	LS		
G3	12	Traffic Control	1	LS		
G4	37	Fog Seal Coat	35370	SY		
G5	84	Centerline (PAINT)	1409	LF		
G6	84	Stop Bar (PAINT)	23	LS		
G7	84	"Stop" Marking (PAINT)	21	LS		
G8	84	Accessible Parking Space (PAINT)	3	LS		
G9	84	Parking Space Striping (PAINT)	1	LS		
June Lake Streets - Alternate Bid - G						- Subtotal:

Lundy Lake Road			Alternate Bid			H
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
H1	8	Mobilization	1	LS		
H2	13	Water Pollution Control	1	LS		
H3	12	Traffic Control	1	LS		
H4	37	Fog Seal Coat - Road	71468	SY		
H5	37	Fog Seal Coat - Turnouts / Boat Ramp	1147	SY		
H6	84	Centerline (PAINT)	27008	LF		
H7	84	Right Edgeline (PAINT)	54011	LF		
H10	84	"Stop Ahead" Marking (PAINT)	1	LS		
Lundy Lake Road - Alternate Bid - H						- Subtotal:



Project No. 9301

Contractor's Name:

Lower Rock Creek Road				Alternate Bid			I
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price	
I1	8	Mobilization	1	LS			
I2	13	Water Pollution Control	1	LS			
I3	12	Traffic Control	1	LS			
I4	37	Fog Seal Coat	65378	SY			
I5	84	Centerline (PAINT)	24154	LF			
I6	84	Right Edgeline (PAINT)	51263	LF			
Lower Rock Creek Road - Alternate Bid - I						- Subtotal:	

Crowley Lake Drive				Base Bid			J
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price	
J1	8	Mobilization	1	LS			
J2	13	Water Pollution Control	1	LS			
J3	12	Traffic Control	1	LS			
J4	37	Fog Seal Coat	152941	SY			
J5	84	Centerline (PAINT)	45212	LF			
J6	84	Right Edgeline (PAINT)	90250	LF			
J7	84	Left Edgeline (PAINT)	1954	LF			
J8	84	Stop Bar (PAINT)	12	LS			
J9	84	"Stop" Marking (PAINT)	8	LS			
J10	84	"Stop Ahead" Marking (PAINT)	8	LS			
J11	84	Crosswalk (PAINT)	6	LS			
Crowley Lake Drive - Base Bid - J						- Subtotal:	



Project No. 9301

Contractor's Name:

Bryant Field Airport			Alternate Bid			K
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
K1	8	Mobilization	1	LS		
K2	13	Water Pollution Control	1	LS		
K3	37	Fog Seal Coat	3950	SY		
K4	84	12" Solid White Runway CL (PAINT)	2240	LF		
K5	84	Yellow Chevron Stripe (PAINT)	288	LF		
K6	84	Striated Threshold Mark (PAINT)	1	LS		
K7	84	"16" White Numerals (PAINT)	1	LS		
K8	84	"34" White Numeral (PAINT)	1	LS		
K9	84	6" Solid Yellow Taxiway (PAINT)	3807	LF		
K10	84	Yellow Hold Position (PAINT)	2	LS		
K11	84	"X" Yellow Closure Marking (PAINT)	1	LS		
Bryant Field Airport - Alternate Bid - K						- Subtotal:

Lee Vining Airport			Alternate Bid			L
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
L1	8	Mobilization	1	LS		
L2	13	Water Pollution Control	1	LS		
L3	37	Fog Seal Coat	33780	SY		
L4	84	12" Solid White Runway CL (PAINT)	2220	LF		
L5	84	Yellow Chevron Stripe (PAINT)	576	LF		
L6	84	Striated Threshold Mark (PAINT)	2	LS		
L7	84	"15" White Numerals (PAINT)	1	LS		
L8	84	"33" White Numerals (PAINT)	1	LS		
L9	84	6" Solid Yellow Taxiway (PAINT)	780	LF		
L10	84	Yellow Hold Position (PAINT)	1	LS		
L11	84	"024" White Numerals (PAINT)	1	LS		
L12	84	Tie-Down Striping (PAINT)	287	LF		
L13	84	"X" Yellow Closure Marking (PAINT)	1	LS		
Lee Vining Airport - Alternate Bid - L						- Subtotal:



Project No. 9301

Contractor's Name:

Rimrock Zone of Benefit Streets			Alternate Bid			M
No	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
M1	8	Mobilization	1	LS		
M2	13	Water Pollution Control	1	LS		
M3	37	Fog Seal Coat	14837	SY		
Rimrock Zone of Benefit Streets - Alternate Bid - M						- Subtotal:



County of Mono, Department of Public Works

BID SCHEDULE
2018 Mono County Fog Seal and Striping Project

Project No. 9301

Contractor's Name:

Base Bid Alternate Bid

Bridgeport Streets - Base Bid - A	- Subtotal:	
Lee Vining Streets - Base Bid - B	- Subtotal:	
Chalfant Streets - Base Bid - C	- Subtotal:	
Paradise Streets - Base Bid - D	- Subtotal:	
Swall Meadows Streets - Base Bid - E	- Subtotal:	
Owens Gorge Road - Base Bid - F	- Subtotal:	
June Lake Streets - Alternate Bid - G	- Subtotal:	
Lundy Lake Road - Alternate Bid - H	- Subtotal:	
Lower Rock Creek Road - Alternate Bid - I	- Subtotal:	
Crowley Lake Drive - Base Bid - J	- Subtotal:	
Bryant Field Airport - Alternate Bid - K	- Subtotal:	
Lee Vining Airport - Alternate Bid - L	- Subtotal:	
Rimrock Zone of Benefit Streets - Alternate Bid - M	- Subtotal:	

Total Base Bid (A + B + C + D + E + F + J)	- Total:	
Total Alternate Bid (G + H + I + K + L + M)	- Total:	

<p>BIDDER'S GRAND TOTAL*</p> <p>(Includes BASE BID and all BID ALTERNATES)</p> <p><small>*COUNTY WILL USE THIS TOTAL TO COMPARE BIDS AND DETERMINE APPARENT LOW BIDDER. NOTE, COUNTY SHALL RESERVE RIGHT TO CHOOSE ANY COMBINATION OF BID ITEMS (A - M) FOR CONSTRUCTION REGARDLESS IF DESIGNATED AS BASE BID OR ALTERNATE BID</small></p>	
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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

LIST OF SUBCONTRACTORS

2018 Mono County Fog Seal and Striping

Project No. 9301

Listed hereinafter are the names and addresses of all subcontractors who will be employed in the completion of project work and the type of work that each will perform if the contract is awarded to the undersigned Bidder. I understand that under California Public Contract Code Section 4104, contained in the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100 et seq.) I must clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of my total bid, or ten thousand dollars (\$10,000), whichever is greater, and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the Act.

- Notes:
- A. In the event that more than one subcontractor is named for the same type of work, state the portion of which each will perform; provide Contractor’s license number of each subcontractor.
 - B. Vendors or suppliers that will be providing materials only need not be listed.
 - C. If further space is required, copies of this sheet or additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the proposal.
 - D. The above statement constitutes a part of the proposal and signature on the signature portion of the bid proposal constitutes signature on this statement.
 - E. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

Firm Name & Address/Location of Business	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million	
		<input type="checkbox"/> < \$5 million	
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
		<input type="checkbox"/> < \$15 million	
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$



	Phone, Fax, & License	Annual Gross Receipts	Description of Portion of Work to be Performed	
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		
		<input type="checkbox"/> < \$5 million		
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million		Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		
		<input type="checkbox"/> < \$5 million		
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$	
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		
		<input type="checkbox"/> < \$5 million		
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million		Value of work: \$
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		
		<input type="checkbox"/> < \$5 million		
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million	Value of work: \$	
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		
		<input type="checkbox"/> < \$5 million		
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>License</i>	<input type="checkbox"/> > \$15 million		Value of work: \$



COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENTS

2018 Mono County Fog Seal and Striping
Project No. 9301

RECEIPT OF ADDENDA

The County of Mono is advised that Bidder has received the following addenda for the Contract Documents, including plans, specifications, and special provisions for the above-referenced project:

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

If you did not receive any addenda for the above-referenced project, please initial here: _____

ACKNOWLEDGEMENT OF SITE VISIT(S)

The County of Mono is advised that I have visited the project site as acknowledged by my initials below. In doing so, I have made myself aware of the conditions that exist and have prepared the attached proposal accordingly.

- | | | | | | |
|--------------------|------------------------------|-----------------------------|----------------------|------------------------------|-----------------------------|
| Bridgeport Streets | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Lower Rock Creek | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Lee Vining Streets | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Crowley Lake Dr. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Chalfant Streets | <input type="checkbox"/> Yes | <input type="checkbox"/> No | June Lake Streets | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Paradise Streets | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Bryant Field Airport | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Owens Gorge Road | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Lee Vining Airport | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Swall Meadows | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Rimrock ZOB | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Lundy Lake Road | <input type="checkbox"/> Yes | <input type="checkbox"/> No | | | |

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

DISCLOSURES AND CERTIFICATIONS

2018 Mono County Fog Seal and Striping Project
 Project No. 9301

In accordance with Public Contract Code section 10162, the Bidder shall complete the following questionnaire under penalty of perjury:

QUESTIONNAIRE A

Has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

QUESTIONNAIRE B

Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of any "public works contract," as defined in Public Contract Code section 1101, with any "public entity," as defined in Public Contract Code section 1100, the Regents of the University of California, or the Trustees of the California State University?

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.



WORKERS' COMPENSATION CERTIFICATION

I do hereby certify that I am aware of the provisions of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work in this contract.

NON-COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code Section 112 and Section 7106 of the California Public Contract Code, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this affidavit on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute this declaration on behalf of the Bidder.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.



EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

- A. The Bidder hereby certifies that he (Contractor) and all subcontractors agree to conform to the equal opportunity clauses required by Executive order 10925, and Executive Order 11114, and Executive Order 11246, (including 41 CFR 60-1.4 Equal Opportunity Clause).
- B. The contractor certifies that within 30 days of the award of the contract, as required, the contractor and subcontractors will file an "Equal Employment Opportunity Employer Information Report EEO-1 (SF-100)" with the U.S. Department of Labor and, annually, one of these forms will be filed by March 31. (If your company has filed one of these forms this year, you do not have to comply with the 30-day regulation.) Refer to https://www.eeoc.gov/employers/eo1survey/upload/instructions_form.pdf for filing requirements (SF-100).
- C. The Contractor/Subcontractor certifies that Prior Reports have been filed under the applicable filing requirements as follows:
 - a. Contractor/Subcontractor has held previous contracts where EEO provisions were in force.
Yes _____ No _____ (If yes, answer question 2 also)
 - b. Contractor/Subcontractor has filed all "required" reports for these previous contracts.
Yes _____ No _____

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports when required should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor (and/or subcontractor) submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

If the Bidder has participated in a previous Contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of the Contract.

- D. This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or under are exempt).
- E. Contractor/Subcontractor certifies that he is not currently in receipt of any outstanding letters of deficiency, show cause, probable cause, or other such Notification of Noncompliance with EEO regulations.

Note: This Certificate constitutes a part of the proposal, and the contractor's signature on the signature portion of the proposal constitutes signature on the Contractor's "Equal Employment Opportunity Compliance Certificate" and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

(Note that Section F is for Subcontractor Compliance Certificates Only)

- F. Subcontractor Compliance Certificates in conformance with this Section are not required at time of bid, but each subcontractor must be provided this certificate to Mono County prior to execution of the Contract for this work. If available, the Subcontractor Certificates **may** be supplied at time of bid. Subcontractor signature below certifies Equal Employment Opportunity Compliance. Each Subcontractor shall answer the questions in Item C above and sign a copy of this page agreeing to all terms of this Compliance Certificate.

Subcontractor Name

Subcontractor Signature

Date

**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Bidder, under penalty of perjury, certifies that, except as noted below, she/he or any other person associated therewith in the capacity of owner, partner, director, office 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 ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicated, 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 3 years.

If there are any exceptions to this certification, insert the exception in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

Providing false information may result in criminal prosecution or administrative sanction. The above certification is part of the Proposal. Signing this Proposal on the signature portion hereof shall also constitute signature of this certification and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.

Note: This questionnaire constitutes a part of the proposal, and signature on the signature portion of the proposal constitutes signature on this questionnaire and a declaration under penalty of perjury under the laws of the State of California that the statements made herein are true and correct.



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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

BIDDER'S QUALIFICATION STATEMENT

2018 Mono County Fog Seal and Striping Project

Project No. 9301

This Qualifications Statement will be used by Mono County to determine if a Bidder is qualified to do the work to be performed and therefore to find if the Bidder is a "responsible" bidder. The Qualifications Statement should be completed on behalf of the Bidder by an officer or other individual who is knowledgeable about the Bidder's past and current operations, policies, and practices. A response must be provided to each question. If a particular question does not apply, the response should state "not applicable" or "N/A". **Qualifications statements that contain missing or incomplete answers may render the proposal non-responsive.** The County reserves the right, however, to allow the bidder to submit additional information pertaining to its qualifications after the Bid Submission Deadline provided in the Project Manual if circumstances warrant and to waive any error or defect in a Bidder's Qualification Statement.

Answers may be expanded upon by attaching additional pages. Use 8½" x 11" paper and mark each additional page with the Bidder's name and identification of the particular question to which an answer is being given. For the purposes of this Qualification Statement, the terms "company," "firm," "bidder," "proposer," and "contractor" are used interchangeably and have the same meaning.

The following documents or information must be included with your Qualifications Statement for this Bid Proposal. (Existing certification and license information on file with the County and current may meet the requirements of this section subject to verification prior to award of any contract):

Insurance: Contractor must provide proof that the firm is insured at least to the limits identified in the Sample Standard Agreement.

Licenses: Copies of all applicable and current trade licenses issued to the Contractor which legally allow the Contractor to perform the work identified for this Project.

Previous Work History: This Qualifications Statement includes a form titled "Experience on Completed or Ongoing Projects." Please use this form to detail the work that the firm has performed within the last three (3) years. A minimum of three (3) successfully-completed general civil and/or slurry construction projects are required. Use one (1) page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five (5) years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

Resumes and Organizational Chart: The Contractor must include current resumes for each principal and key individual identified in Question 2B below. The statement must also include a copy of the firm's current organizational chart.

Equipment: The Contractor must provide a list of equipment that would be available for the work.



1. GENERAL INFORMATION:

A. Type of organization: _____

- If Corporation, include year and state incorporated
- If Partnership, state whether general or limited
- If Sole Proprietorship, include name of owner
- If Joint Venture*, include name all partnering firms

* Bidder's submitting a bid as joint venture must obtain a joint venture contractor's license before they may be awarded a contract, per Business and Professions Code §7029.1.

B. Is the firm, and all persons or firms listed in the bid as subcontractors, registered with the Department of Industrial Relations as required by Labor Code section 1725.5?

_____ Yes _____ No

C. If you checked "No" in the previous question, then you must fall within one of the limited exceptions set forth in Labor Code section 1771.1, and must register with the Department of Industrial Relations prior to contract award. Does the firm (or any subcontractor) fall within Labor Code section 1771.1 and become registered prior to contract award?

_____ Yes (attach explanation) _____ No (not qualified)

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

B. Principals and Key Personnel: On the chart below, supply the required information. Principals and Key Personnel include proprietors, partners, directors or officers of the firm; any manager or individual who participates in overall policy-making or financial decisions of the firm; any person who makes significant financial contributions to the firm's operations; any person in a position to control and direct the firm's overall operations or any significant part of its operation (including site foremen and superintendents). Resumes for Principals and Key Personnel must be provided herewith. Use additional sheets if necessary to identify all Principals and Key Personnel.

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

(Use additional sheets if necessary to identify all Principals and Key Personnel)



3. FINANCIAL INFORMATION:

- A. Are there any liens outstanding against the Contractor?
(if yes, provide a detailed explanation on an attached sheet) Yes No

- A. Has the Contractor, Principals or Key Personnel been party to a
bankruptcy or reorganization proceeding with the last five years?
(if yes, provide a detailed explanation on an attached sheet) Yes No

- C. Annual sales dollar volume of Contractor: \$ _____

4. INTEGRITY OF CONTRACTOR: Please provide an explanation on an attached sheet for any of the following questions with the answer "yes".

- A. During the past five years has the Contractor:
 - i. Been subject of a lien or claim of \$25,000 or more by a subcontractor or supplier? Yes No
 - ii. Failed to complete a contract? Yes No
 - ii. Been suspended, debarred, disqualified or otherwise declared ineligible to bid? Yes No
 - iv. Been defaulted on any contract? Yes No
 - v. Had a contract terminated? Yes No
 - vi. Had liquidated damages assessed against it upon completion of a contract? Yes No
 - vii. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No

- B. During the past five years has the Contractor, Principals or Key Personnel:
 - i. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No
 - ii. Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law? Yes No
 - iii. Been convicted after trial or by plea of any felony under state or federal law? Yes No
 - iv. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law? Yes No



- v. Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency? Yes No
- vi. Been found to have committed a violation of any labor law or regulation including prevailing wage rates and fair labor practices? Yes No
- vii. Been found to have committed an OSHA "serious violation"? Yes No
- viii. Been found to have committed a construction-related violation of federal, state, or local environmental law or regulation? Yes No

5. BIDDING CAPABILITY AND PREVIOUS EXPERIENCE:

A. Provide a detailed narrative of the Contractor's experience and involvements in Pavement Preservation, Fog Seal and Striping Projects. Previous experience in this field of construction is necessary for the contractor to be found responsible specific to this Project. Additional information can be provided on an attached sheet.

mark box if continued on an attached sheet



B. Identify Contractor Specialty capabilities (check all appropriate). Bidder must have self-performing capability for each specialty selected by the Bidder.

- | | |
|---|---|
| <input type="checkbox"/> 1 Road Design | <input type="checkbox"/> 13 Roadway Safety Assessment |
| <input type="checkbox"/> 2 Concrete | <input type="checkbox"/> 14 Roadway Sign Placement |
| <input type="checkbox"/> 3 Masonry | <input type="checkbox"/> 15 Roadway Striping |
| <input type="checkbox"/> 4 Metals | <input type="checkbox"/> 16 Utility Placement & Trenching |
| <input type="checkbox"/> 5 Carpentry | <input type="checkbox"/> 17 Parking Lot Design |
| <input type="checkbox"/> 6 Erosion Control Protection | <input type="checkbox"/> 18 Parking Lot Striping |
| <input type="checkbox"/> 7 Grading & Earthwork | <input type="checkbox"/> 19 Airport Design / Layout |
| <input type="checkbox"/> 8 Asphalt Concrete Paving | <input type="checkbox"/> 20 Traffic Control |
| <input type="checkbox"/> 9 Asphalt Concrete Crack Sealing | <input type="checkbox"/> 21 Asphalt Grinding / Overlay |
| <input type="checkbox"/> 10 Asphalt Concrete Slurry Sealing | <input type="checkbox"/> 22 Guardrail Installation |
| <input type="checkbox"/> 11 Asphalt Concrete Fog Sealing | <input type="checkbox"/> 23 Pre-fabricated Equipment |
| <input type="checkbox"/> 12 Asphalt Concrete Tack Coat | <input type="checkbox"/> 24 Shotcrete Application |

C. Contract capability (determined by size of previous work and bonding capacity):

- 1. \$0 - \$10,000
- 2. \$0 - \$50,000
- 3. \$0 - \$100,000
- 4. \$0 - \$250,000
- 5. \$0 - \$500,000
- 6. \$0 - \$1,000,000
- 7. \$0 - \$5,000,000
- 8. \$0 - \$10,000,000
- 9. \$0 - >\$10,000,000

D. Use the following form (i.e. page BD-25) to describe bidder's experience on completed or ongoing projects over the last five years (a separate sheet must be completed for each project; a minimum of three (3) projects are required).



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PROJECT EXPERIENCE WITH ROAD PRESERVATION AND/OR
FOG SEAL AND PAVEMENT STRIPING PROJECTS

Project Status:

- Project completed
- Work in progress

Contractor's Role*:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$_____ Was project bonded? Yes No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to possess a Performance Bond and/or Payment Bond? Yes No

Start Date:_____ Scheduled Completion Date:_____ Actual Completion Date:_____

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____



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BID BOND

(MINIMUM 10% OF TOTAL BID AMOUNT)

KNOW ALL BY THESE PRESENTS that we, _____
the Contractor in the contract hereto annexed, as Principal, and _____,
as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as
set forth herein to the County of Mono (hereinafter, "Owner") in the sum of \$ _____
lawful money of the United States. Principal has submitted the accompanying bid for

2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the
Owner, at the price designated by his bid, and files two bonds with the Owner, one to guarantee
payment for labor and materials and the other to guarantee faithful performance, in the time and manner
specified by the Owner, and carries all insurance in the type and amount which conforms to the Contract
Documents, and furnishes required certificates and endorsements thereof, then this obligation shall be
null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond shall not preclude the Owner from seeking all other remedies provided by law to
cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in
connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees
incurred with or without suit.

PRINCIPAL:

Executed on: _____

By: _____

(Seal of Corporation)

Title: _____

(Attach notary acknowledgment for Contractor's authorized representative and for Attorney-in-Fact of
Surety)

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized
to do business in and have an agent for service of process in California. A certified copy of Power of
Attorney must be attached.



Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for service of process in California, if different from above)

_____ (Telephone number of Surety's agent in Calif.)

(Attach notary acknowledgement)

SURETY

By: _____
(Attorney-in-Fact)

SECTION II



SAMPLE STANDARD AGREEMENT

2018 MONO COUNTY
FOG SEAL AND STRIPING PROJECT

Project No. 9301

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AGREEMENT BETWEEN COUNTY OF MONO AND
Click here to enter text. **FOR THE CONSTRUCTION OF THE**
2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT

INTRODUCTION

WHEREAS, the County of Mono (“County”) may have the need for the Click here to enter text. services of Click here to enter text., of Click here to enter text. (“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 _____

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

2. TERM

The term of this Agreement shall be from Click here to enter text., to Click here to enter text., 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 in 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 [Click here to enter text.](#) dollars ([Click here to enter text.](#)), or [Click here to enter text.](#) dollars ([Click here to enter text.](#)) in any twelve-month period, plus (for public works contracts) 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 for the duration of the contract, and for five (5) years thereafter, 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 or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive 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 (\$1,000,000.000) per claim or occurrence and Two Million dollars (\$2,000,000.00) policy 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 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 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

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

24. NOTICE

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

If to County:

Public Works Department
Tony Dublino
Director of Public Works
PO Box 457
Bridgeport, CA 93517

If to Contractor:

Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.

25. 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 _____, 2018.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND
Click here to enter text. **FOR THE CONSTRUCTION OF THE**
2018 MONO FOG SEAL AND STRIPING PROJECT

TERM:

FROM: Click here to enter text. **TO:** Click here to enter text.

SCOPE OF WORK:

County has selected, and Contractor shall construct, project bid items 1 through 8 (“Base Project”) and select additive Alternative A and/or B.

The major work items of this the 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT, Project No. 9301 (“Project”) are to preserve existing asphalt surfaces by the application of fog seal coat and paint striping in existing locations on Bridgeport Streets, Lee Vining Streets, June Lake Streets, Chalfant Streets, Paradise Streets, Lundy Lake Road, Owens Gorge Road, Crowley Lake Drive, and portions of Swall Meadow Streets, and Lower Rock Creek Road; Bryant Field Airport (in Bridgeport, California), Lee Vining Airport, Rimrock Zone of Benefit Streets, 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, and the Standard Specifications (2018) and the Standard Plans (2015) issued by the California Department of Transportation, 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

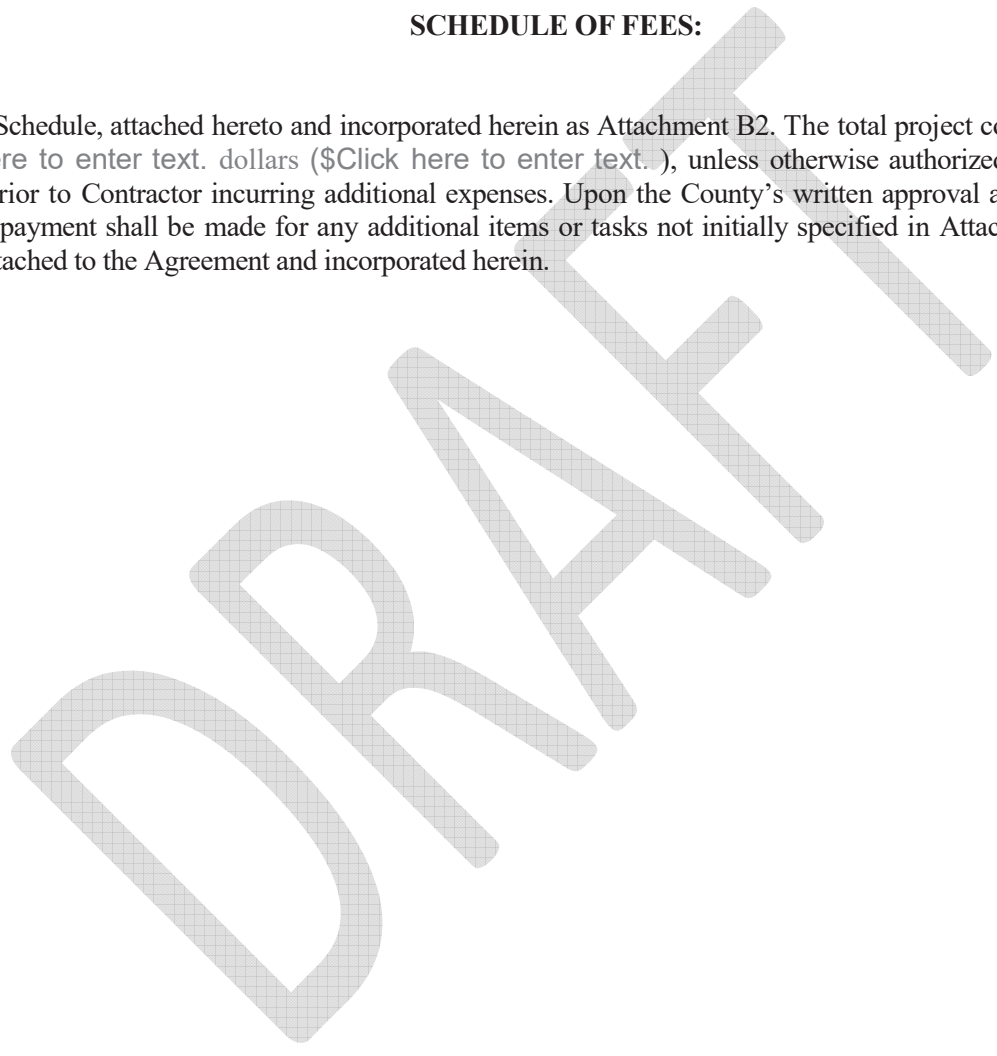
AGREEMENT BETWEEN COUNTY OF MONO AND
Click here to enter text. **FOR THE CONSTRUCTION OF THE**
2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT

TERM:

FROM: Click here to enter text. **TO:** Click here to enter text.

SCHEDULE OF FEES:

See Bid Schedule, attached hereto and incorporated herein as Attachment B2. The total project cost shall not exceed Click here to enter text. dollars (\$Click here to enter text.), 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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EXHIBIT 1

AGREEMENT BETWEEN COUNTY OF MONO AND [Click here to enter text.](#) FOR THE CONSTRUCTION OF THE 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT

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, 2010 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2010 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 2015 State of California, Department of Transportation, Standard Specifications, Latest Edition; and the Quality Assurance Program (QAP), the Contractor shall immediately notify the County. The County shall have the sole discretion to decide 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:

Public Utility Districts in each community where work will be performed
State of California Department of Transportation
Mono County Sheriff's Department
Southern CA Edison
Mono County Fire / Rescue Department
United States Forest Service

- 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.

3 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.

3.1 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.

3.2 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 employ.

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-I.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.

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 30 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 \$1000.00 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 at page 12-21 available at: <http://www.dot.ca.gov/hq/LocalPrograms/lpp/LPP04-09.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.

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EXHIBIT 2

AGREEMENT BETWEEN COUNTY OF MONO AND [Click here to enter text.](#) FOR THE CONSTRUCTION OF THE 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT

PREVAILING WAGES AS OF: _____ [DATE]

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 2018 MONO COUNTY FOG SEAL AND STRIPING 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.

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EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO AND Click here to enter text. **FOR THE CONSTRUCTION OF THE 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT**

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 Contractor _____ [NAME], hereafter designated as the “Contractor”, a contract for the work described as follows:

2018 MONO COUNTY PAVEMENT PRESERVATION PROJECT 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 _____ dollars (\$ _____), 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 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.

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 Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

2018 MONO COUNTY PAVEMENT PRESERVATION PROJECT 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 _____ dollars (\$ _____), 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 2018 MONO COUNTY PAVEMENT PRESERVATION PROJECT 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 Click here to enter text. FOR THE CONSTRUCTION OF THE 2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT

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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SECTION III



TECHNICAL SPECIFICATIONS & CONSTRUCTION QUALITY ASSURANCE PROGRAM

2018 Mono County Fog Seal and Striping Project

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

TECHNICAL SPECIFICATIONS

2018 MONO COUNTY

FOG SEAL AND STRIPING PROJECT

Project No. 9301

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1. Description of Work

The **2018 MONO COUNTY FOG SEAL AND STRIPING PROJECT** (hereinafter referred to as the project) is for the purpose of preserving the condition of asphalt concrete streets in the communities of Bridgeport, Lee Vining, June Lake, Chalfant, Swall Meadows, and Paradise by the application of fog seal. Additional roads included in the fog seal application are Lundy Lake Road, Owens Gorge Road, Crowley Lake Drive, and the southern portion of Lower Rock Creek Road. Alternate bid items included in the project are Bryant Field Airport (Bridgeport), Lee Vining Airport, and Rimrock Zone of Benefit (Swall Meadows). Pavement Striping and Markings will be applied after the fog seal application to match existing conditions at each location of the project.

There may be other items of work not mentioned above that are required by the 2015 State of California, Department of Transportation, Standard Specifications, Latest Edition (hereinafter referred to as CT Specifications), or these Technical Specifications.

Project work shall conform to the plans, project specifications, including these Technical Specifications, and the CT Specifications)

5. Control of Work and Materials

General:

All work performed in connection with CONTROL OF WORK AND MATERIALS shall conform to the provisions in CT Specifications Section 13 "WATER POLLUTION CONTROL". Section 5, "CONTROL OF WORK," and Section 6, "CONTROL OF MATERIALS" and these Technical Specifications.

Submittals:

The Contractor shall provide an 'electronic file' of submittals for each of the following items to the Engineer:

1. Construction Schedule
2. Traffic Control Plan
3. Bituminous Seals
4. Pavement Marking Paint Certificate of Compliance

The Engineer reserves the right to require additional submittals from the Contractor that are not specifically identified above. If so requested, the Contractor shall provide the Engineer with an 'electronic file' of any additional submittals.

Construction:

Work shall progress only after engineer's approval of the Construction Schedule Submittal. The construction schedule shall include consideration for local events. Many of these events have set up times and clean up times that must also be avoided, before and after said event. We have included dates for local events in the year 2018 between July and September. If any construction occurs outside that time frame, there may be additional blockout dates. Refer to <https://www.monocounty.org/things-to-do/events/> for the most current list of events planned for each community. Based on local events the following are general blockout dates for specific regions:

- Bridgeport 4th of July Celebration: July 1 – July 8, 2018
- Bridgeport Fish Fest: July 27 - July 28, 2018
- Bridgeport Founders Day Celebration: August 31 – September 3, 2018
- Lee Vining Bird Chautauqua: June 15 – 17, 2018
- Lee Vining Tioga Pass Run: September 9, 2018
- June Lake 4th of July: July 1 – July 8, 2018
- June Lake Triathlon: July 1 - July 8, 2018
- June Lake Granite Swim: September 7, 2018
- June Lake Jam Fest: September 8 – September 9, 2018
- June Lake Beer Fest: September 29, 2018
- Toms Place Classic Car Show (Crowley Lake Drive): September 1, 2018

The engineer may increase or decrease blockout dates for local events. During the duration of local events, work can continue in unaffected regions.

Portions of Owens Gorge Road, Lower Rock Creek Road, Lundy Lake Road, and Crowley Lake Drive are located within an easement with the United States Forest Service. The Contractor shall conform to any United States Forest Service requirements.

Highway 395 and Highway 6 are State of California, Highway department roads (CalTrans). All work where Mono County roads join or enter the Caltrans ROW must be done in conformance with an approved Caltrans Encroachment Permit. Mono County will obtain the required Caltrans Encroachment Permit for this work. No work shall be done within the CalTrans right-of-way without the contractor being in possession of an approved encroachment permit signed by CalTrans. The Bid Schedule (BD-3 to BD-10) includes fog seal and paint quantities within the CalTrans right-of-way. Should work not be completed within the CalTrans right-of-way, no payment will be paid to the contractor for that portion of work within the CalTrans right-of-way. Payment will be determined by quantities measured outside the CalTrans right-of-way at the relevant project location. Furthermore, all payment to the contractor for work in any particular project location will be based on actual area fog sealed and/or item painted.

No equipment or construction materials shall be stored or staged within the traveled way. The Contractor shall coordinate with Mono County regarding establishment and operation of storage and staging areas.

In each stage of construction, after completion of the preceding stage, the first order of work shall be the removal of any existing pavement delineation that conflicts with the pavement delineation being used by public traffic, as determined by the Engineer.

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.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall sign or post written notice in each community and

notify 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 Mono County Public Works.

The Contractor shall provide Advance Notice and coordinate the work with the following parties.

Mono County Sheriff’s Department	760-932-7549
Mono County Fire / Rescue Department	760-387-2955
Bridgeport Public Utility District	760-932-7251
Lee Vining Public Utility District	760-647-0047
Paradise Irrigation District	760-877-4971
June Lake Public Utility District	760-648-7778
USFS – (Inyo National Forest – Mammoth Ranger Station)	760-924-5500
Caltrans Encroachment Permit Office	760-872-0674
SCE	760-924-4810

Payment:
 There is no separate payment for Control of Work.

8. Mobilization

General:
 Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site.

Submittals:
 Construction Schedule

Payment:
 The contract LUMP SUM price paid for MOBILIZATION shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, creating as-built drawings, and for performing all work required for which separate payment is not otherwise provided as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a

winter suspension, two mobilizations, or changes to other items of work or additions to the Contract. The contract LUMP SUM payments for MOBILIZATION will only be paid as work begins in each separate project area designated on the Bid Sheets.

12. Temporary Traffic Control

General:

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in CT Specifications Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

At the pre-construction meeting, the traffic control requirements for the project shall be reviewed with the Contractor including all of the Contractor's foremen or supervisors.

Submittals:

All hauling on local roads and streets shall be on routes acceptable to the Engineer. The Contractor shall submit the anticipated haul routes 2 working days prior to the pre-construction meeting.

Construction:

The Contractor shall post "No Parking" signs, as necessary, not less than 72 hours in advance of scheduled work that will restrict parking. If the work is not performed during the timeframe indicated on the "No Parking" signs, the work shall be rescheduled with at least three (3) working days advance notice.

The Contractor shall leave the street open to traffic.

A minimum of one paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic in each direction of travel except for single direction traffic control with flaggers as approved by the Engineer. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

Except for temporary interruptions approved by the Engineer, Contractor shall maintain property owner access to their property over both walkways and driveways at all times.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage along sidewalks, and maintenance of handicap access throughout the project site where applicable.

The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at

25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed as approved by the Engineer.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

All excess and unsuitable material resulting from the Contractor's operation shall be removed from the project site before the end of each workday.

Payment:

The contract LUMP SUM price paid for "TRAFFIC CONTROL" shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing the required traffic control plans, and providing construction and detour signs, flaggers, police support and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. The LUMP SUM price paid for "TRAFFIC CONTROL" applies only to the specific area of construction identified on the Bid Sheets.

13. Water Pollution Control

General:

All work performed in connection with WATER POLLUTION CONTROL shall conform to the provisions in CT Specifications Section 13 WATER POLLUTION CONTROL, the plans and these Technical Specifications.

This project does not include any earth disturbing activities. Dust and sediment may be created by this project while cleaning the pavement surfaces. The intent of the WATER POLLUTION CONTROL is to eliminate the potential for this dust or sediment to exit the project site in any form of runoff and to conform to any federal, state and/or local requirements.

Submittals:

Fiber Roll must be certified seed proof.

Materials:

Fiber Rolls
Other BMP's as determined in the field

Construction:

Work shall be scheduled for time when there is no stormwater runoff entering or exiting the site, except as authorized by the engineer.

No construction debris shall be allowed to exit the site.

Contractor shall have pavement sweeping and vacuuming equipment to collect sediment, dust and debris to eliminate the potential for construction debris from existing the site.

Contractor may be required to have Fiber rolls available in the instance that a rainstorm is predicted while there is sediment on the paved surfaces. If sediment is continuously removed from paved surface, fiber rolls may not be required.

Work shall include furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for performing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the erosion control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

No vegetation shall be removed under this project.

Project Winterization:

This project is not expected to require winterization. If winterization is required all costs associated with it will be the responsibility of the Contractor. Winterization would include cleaning all surfaces of sediment, debris and dust. If there is a winter shutdown, no work will be permitted in project areas that have not been started.

Payment:

The contract LUMP SUM price paid for "WATER POLLUTION CONTROL" shall include full compensation for furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the WATER POLLUTION CONTROL as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

15. Protection of Existing Facilities

General:

Existing facilities requiring adjustment include removal and connection to existing storm drainage. All work performed in connection with PROTECTION OF EXISTING FACILITIES shall conform to the provisions in Section 15, "Existing Highway Facilities," and Section 4-1.03D "Changes" of the CT Specifications and these Technical Specifications.

Construction:

Existing underground utility lines are not shown on the plans. This project includes only surface work. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. (Note: There is a fiber optic line in the vicinity of this project.) Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

Existing overhead utility lines are not shown on the plans. The contractor shall take all precautionary measures necessary to protect overhead utility lines and protect workers and pedestrians during construction operations.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities

with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the Engineer copies of all USA confirmation numbers including associated documentation.

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or benchmarks except as shown on the plans and as approved by the Engineer. The Contractor shall bear the expense of replacing any monuments or benchmarks that may be disturbed without permission. Replacement shall be done only by a registered Land Surveyor in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or benchmark not shown on the plans, he shall promptly notify the Engineer so that the monument or benchmarks may be referenced accordingly.

Payment:

Full compensation for protection of existing facilities and for preservation of existing survey monuments, except those noted on the plans as requiring replacement and paid for separately, shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

18. Dust Control

General:

All work performed in connection with DUST CONTROL shall conform to the provisions in CT Specifications Section 18 DUST PALLIATIVES.

Construction:

The Contractor shall perform necessary work to control dust at all times as required by regulation. In particular, contractor shall make every effort to collect debris and dust created by cleaning the roadway surface for slurry and cleaning the cracks for applying crack treatment.

Sweep up or vacuum any residue before it can be blown by traffic or wind, migrate across lanes or shoulders, migrate to adjacent soils or enter a drainage facility.

Debris collected shall be disposed legally, such as at landfill facility.

Payment:

Full compensation for DUST CONTROL including but not limited to that resulting from construction, public traffic, or wind shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

37. Bituminous Seals

General:

All work performed in connection with FOG SEAL COAT shall conform to the provisions in

2015 CT Specifications Section 37 BITUMINOUS SEALS, the plans and these technical specifications.

Submittals:

FOG SEAL

Manufacturer's specifications and certificate of compliance.

Materials:

FOG SEAL

Slow-setting asphaltic emulsion, grade SS-1. Dilution shall be per manufacturer's specifications. The emulsion should be diluted no more than 24 hours before its intended use. Dilution water must be potable and free from detectable solids or incompatible soluble salts (hard water). Water to be used shall be checked for compatibility with the emulsion prior to use.

Construction:

FOG SEAL

Clean existing asphalt surface with road sweeper, power broom, or flush with water pump-unit to remove dust, dirt, and debris. If flushing is required, it must be completed 24 hours prior to application of the fog seal to allow for adequate drying.

Apply asphaltic emulsion for the fog seal coat at a residual asphalt rate from 0.02 to 0.06 gal/sq yd depending upon the road condition. If the emulsion is not absorbed into the surface after 2 to 3 minutes, decrease application rate as necessary. If the existing asphalt absorbs the emulsion quicker than 2 to 3 minutes, increase the application rate to maximize absorption. Recommended general application rates:

Tight surface 0.02-0.11 gal/sq yd;

Open Surface 0.09 – 0.22 gal/sq yd.

Curing time for the fog seal will depend upon pavement surface conditions and weather conditions at the time of application. Traffic shall not be permitted on the newly placed fog seal material for a minimum of 2 hours.

Apply the fog seal coat when ambient air temperature is above 40 degrees F.

Payment

FOG SEAL

Payment quantity for FOG SEAL COAT will be measured by the SQUARE YARD. The contract unit price paid per SQUARE YARD for "FOG SEAL COAT" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved in constructing fog seal, including dilution, surface cleaning, and contractor quality control according to CT Specification Sections complete in-place, as shown on the plans and as specified in these Technical Specifications or as directed by the Engineer.

84. Markings

General:

This work shall consist of application of painted pavement striping and markings including applying paint and glass beads. Equipment, mixing, surface preparation, application, and tolerances for furnishing and applying traffic striping and pavement markings shall conform to

Section 84, "Markings" of the CT Specifications and these Technical Specifications.

Submittals:

Submit manufacturers cut sheet for Paint Materials.

Materials:

Paint type shall be Waterborne traffic line in accordance with Section 84 of the CT Specifications and shall be applied in two (2) coats.

Glass Beads shall be per CT Specifications Section 84.

Construction:

At least 48 hours shall elapse between application of a bituminous seal coat and permanent pavement marking. Traffic Stripes and Pavement Marking Paint shall be applied in conformance with CT Specifications Section 84.

Approximate locations of all new pavement markings shall match existing pavement marking locations. Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers. Submit your references to the control points at least 5 business days before obliterating the stripes, markings, and markers.

All traffic striping and pavement markings damaged by the Contractor's operations shall be replaced in kind.

- Double Yellow Centerline shall be constructed in conformance with CT Standard Plan A20A – Detail 15 and Detail 21.
- Passing Centerline shall be constructed in conformance with CT Standard Plan A20A – Detail 15.
- Right Edgeline shall be constructed in conformance with CT Standard Plan A21B – Detail 27B.
- Stop Bar shall be constructed in conformance with CT Standard Plan A24E. – LIMIT LINE (STOP LINE)
- "STOP" Marking shall be constructed in conformance with the Pavement Marking Words on CT Standard Plan A24D – STOP.
- International Symbol of Accessibility (ISA) Marking shall be constructed in conformance with CT Standard Plan A24C.
- "SCHOOL XING" Marking shall be constructed in conformance with the Pavement Marking Words on CT Standard Plan A24-D – SCHOOL XING.
- Crosswalk shall be constructed in conformance with CT Standard Plan A24F – Basic. .
- "Stop Ahead" Marking shall be constructed in conformance with CT Standard Plan A24D – STOP, AHEAD.

- Left Edgeline shall be constructed in conformance with CT Standard Plan A20B – Detail 24.

Apply Glass Beads to paint per CT Specifications Section 84.

Inspection:

Contractor shall work with engineer to verify existing traffic striping and pavement marking locations prior to application of Fog Seal, so that final traffic striping and pavement markings can be made to match the existing striping locations.

Any markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the satisfaction of the Engineer at the Contractor's sole expense.

Payment:

The contract unit price paid per each item included in this specification section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

Payment quantity of CENTERLINE (Paint) is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of RIGHT EDGELINE (Paint) is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of LEFT EDGELINE (Paint) is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of 12" SOLID WHITE RUNWAY CL (Paint) is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of 6" SOLID YELLOW TAXIWAY CL (Paint) is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of YELLOW CHEVRON STRIPE (Paint) is the length measured along the line of the traffic stripe at each location.

Payment quantity of PARKING SPACE STRIPING (Paint) will be measured by LUMP SUM at each location.

Payment quantity of CROSSWALK (Paint) will be measured by LUMP SUM at each location.

Payment quantity of ACCESSIBLE PARKING SPACE (Paint) will be measured by LUMP SUM at each location.

Payment quantity of STOP BAR (Paint) will be measured by LUMP SUM at each location.

Payment quantity of "STOP" (Paint) marking will be measured by LUMP SUM at each location.

Payment quantity of "SCHOOL XING" (Paint) marking will be measured by LUMP SUM at each location.

Payment quantity of "STOP AHEAD" (Paint) marking will be measured by LUMP SUM at each location.

Payment quantity of WHITE STRIATED THRESHOLD MARK (Paint) will be measured by LUMP SUM at each location.

Payment quantity of YELLOW HOLD POSITION MARKING (Paint) will be measured by LUMP SUM at each location.

Payment quantity of MARKING "024" (Paint) will be measured by LUMP Sum at each location.

Payment quantity of MARKING "16" (Paint) will be measured by Lump SUM at each location.

Payment quantity of MARKING "34" (Paint) will be measured by LUMP SUM at each location.

Payment quantity of MARKING "15" (Paint) will be measured by LUMP SUM at each location.

Payment quantity of MARKING "33" (Paint) will be measured by LUMP SUM at each location.

Payment quantity of TIEDOWN MARKING (Paint) will be measured by LUMP SUM at each location.

"X" YELLOW CLOSURE MARKING (Paint) will be measured by LUMP SUM at each location.

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QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: County of Mono

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves.

Except as revised by this QAP, work shall be done in conformance with Division of Local Assistance, Office of Procedures Development and Training Quality Assurance Program (CT-QAP) Manual for Use by Local Agencies, Revised January 20, 2011 which can be found at http://www.dot.ca.gov/hq/LocalPrograms/public/QAP_Manual.pdf.

The following terms and definitions will be used:

DEFINITION OF TERMS

- Acceptance Testing (AT)— Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- CT— California Department of Transportation (Caltrans)
- Independent Assurance Program (IAP)— Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP)— A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and 1AP.
- Source Inspection - AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

MATERIALS LABORATORY

The AGENCY will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

- 1) Correlation Testing Program— The materials laboratory shall be a participant in one or more of the following testing programs:
 - a) AASHTO Materials Reference Laboratory (AMRL)
 - b) Cement and Concrete Reference Laboratory (CCRL)
 - c) Caltrans' Reference Samples Program (RSP)
- 2) Certification of Personnel— The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a) Caltrans District Materials Engineer
 - b) Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
 - c) Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.
- 3) Laboratory and Testing Equipment— The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National

Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Appendix D, "Acceptance Sampling and Testing Frequencies" of the CT-QAP Manual).

At the County's digression, products may be accepted beyond the annual certification requirement, where Material Mix Designs have been used with continuous positive results and where there has been and will continue to be a consistent use of the same materials.

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 - 1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - 2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Appendix F of the CT-QAP Manual. All certificates of compliance shall conform to the requirements of the contract specifications.

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers,

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer, The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders.

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel
- The project files shall be available-for at Least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the CT-QAP Manual facilitates reviews of material sampling and testing by Caltrans and FEWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.



APPROVED BY:
70926

Garrett Higerd
Signature

Date: July 17, 2014
(Date Signed)

Garrett Higerd
(Print)

C70926 Exp Jun 30, 2017
(CE# and Expiration Date)

TITLE Assistant Public Works Director
(Print)

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SECTION IV



PROJECT PLANS

2018 Mono County Fog Seal and Striping Project

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: Human Resources

TIME REQUIRED 5 minutes

PERSONS Dave Butters

SUBJECT First Amendment to Economic
Development Manager Employment
Agreement

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving a first amendment to the employment contract with Jeff Simpson as Economic Development Manager, to extend the term of the contract by four months.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R18-____, Approving a first amendment to the employment contract with Jeff Simpson as Economic Development Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The cost for this position for the remainder of FY 2017-2018 (April 1 to June 30th) is approximately \$32,751 of which \$17,632 is salary, and \$15,119 is the cost of the benefits and was included in the approved budget. The cost for July 2018 (FY 2018-2019) will be approximately \$10,947 of which \$5,877 is the cost of salary and \$5,070 is the cost of benefits.

CONTACT NAME: Dave Butters

PHONE/EMAIL: 760 932 5413 / dbutters@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report_ First amendment to employment agreement_ Economic Development Manager](#)
- [Resolution_ first amendment to employment agreement with Economic Development Manager](#)
- [First Amendment_ employment agreement with Economic Development Manager](#)

History

Time	Who	Approval
3/29/2018 9:50 AM	County Administrative Office	Yes
3/28/2018 12:11 AM	County Counsel	Yes
3/29/2018 9:14 AM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5413 • FAX (760) 932-5411

Dave Butters
Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters, Director of Human Resources

Date: April 3, 2018

Subject: First Amendment to Employment Agreement for Jeff Simpson as Economic Development Manager

Recommendation:

Approve the First Amendment to Employment Agreement for Jeff Simpson as Economic Development Manager for a term of 4 months. Announce fiscal impact.

Background:

Jeff Simpson was hired into Economic Development department in September 2012 as Economic Development Assistant. He was promoted into his current position of Economic Development Manager on April 1, 2015. His current employment agreement ends on April 1, 2018. It was agreed to continue the terms of the current agreement for an additional 4 months (April 1, 2018 to August 1, 2018) which should allow enough time to consider the results of the salary survey before entering into a new multi-year employment agreement.

Fiscal Impact:

The cost for this position for the remainder of FY 2017-2018 (April 1 to June 30th) is approximately \$32,751 of which \$17,632 is salary, and \$15,119 is the cost of the benefits and was included in the approved budget.

The cost for July 2018 (FY 2018-2019) will be approximately \$10,947 of which \$5,877 is the cost of salary and \$5,070 is the cost of benefits.

For questions, please call Dave Butters at 760 932-5413 or email dbutters@mono.ca.gov



R18-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AGREEMENT AND FIRST AMENDMENT
TO EMPLOYMENT AGREEMENT OF JEFF SIMPSON**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the Agreement and First Amendment to the Employment Agreement of Jeff Simpson, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the terms and conditions of employment set forth in that Amendment shall modify the provisions of the Employment Agreement of Jeff Simpson, as set forth in the Amendment. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2018, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT
OF JEFF SIMPSON**

This Agreement and First Amendment is entered into this 3rd day of April 2018, by and between Jeff Simpson and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re-employment of Jeff Simpson.

I. RECITALS

- A. The County currently employs Jeff Simpson in accordance with an employment agreement entered into on or about April 7, 2015 (sometimes referred to herein as the "Agreement").
- B. The parties wish to amend the Agreement to extend its term by four months and make related conforming changes.

II. AGREEMENT

NOW, THEREFORE, the parties agree as follows:

- 1. Section 1 of the Agreement is amended in its entirety to read as follows: "The term of this agreement shall be April 7, 2015 until August 1, 2018, unless earlier terminated by either party in accordance with this Agreement. County has informed Mr. Simpson that it intends to negotiate a renewal of this Agreement at the end of the term."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The parties hereby execute this Agreement as of the date written above.

EMPLOYEE

THE COUNTY OF MONO

Jeff Simpson

By: Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: CAO

TIME REQUIRED 1 hour

**PERSONS
APPEARING
BEFORE THE
BOARD**

John Glazier, BCDC Chairman; Janice Mendez, BCDC Board Member

SUBJECT Tribal Cannabis Operations in Mono County

AGENDA DESCRIPTION:

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

A presentation from BCDC Board members discussing why BCDC is pursuing a cannabis operation.

RECOMMENDED ACTION:

Mono County Staff Recommendation: Consider the BCDC request for an authorization letter for this project, and any future requests, on a case-by-case basis, following conclusion of current legislative process related to a bill now being negotiated among tribal representatives and representatives of state and local government, and following adoption of the County's regulatory program. Requested Action from Tribe: Inserting language into County cannabis regulations acknowledging that cannabis operations on tribal lands is not regulated by the County and approving a letter of authorization from the County of Mono stating this fact so that the Tribe's corporation has the option to pursue a state license.

FISCAL IMPACT:

None.

CONTACT NAME: Leslie Chapman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
BCDC Letter

History

Time

Who

Approval

3/29/2018 2:53 PM	County Administrative Office	Yes
3/29/2018 6:01 PM	County Counsel	Yes
3/29/2018 8:51 AM	Finance	Yes



County of Mono

County Administrative Office

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant County Administrative Officer

Dave Butters
Human Resources Director

Jay Sloane
Risk Manager

Date: April 3, 2018

To: Honorable Board of Supervisors

From: Leslie Chapman, CAO

Subject: Bridgeport Colony Development Corporation Request re: Cannabis

Recommended Action:

Consider the BCDC request for an authorization letter for this project, and any future requests, on a case-by-case basis, following conclusion of current legislative processes related to a bill now being negotiated between tribal entities and representatives of state and local government, and following adoption of the County's regulatory program.

Fiscal Impact:

None.

Discussion:

The Bridgeport Colony Development Corporation has requested the Board to direct staff to insert language into the County's proposed cannabis regulations that would acknowledge that cannabis operations on tribal lands are not regulated by the County, and for the County to authorize the proposed activity so the BCDC has the option to pursue a state license.

This request deserves due consideration.

The County's proposed cannabis regulatory language acknowledges that the County does not have jurisdiction over activities which occur solely on tribal lands, including the approval of land uses and/or the regulation of business operations.

The County's lack of jurisdiction over activities that occur solely on tribal lands is reflected in the County's lack of involvement with the commercial cannabis activities that are occurring on the Benton Reservation tribal lands, for example.

Those activities (to the County's knowledge) are occurring within a closed-loop on tribal lands. As such, they do not require state licensure and do not require Mono County's approval.

What the BCDC is proposing would not occur within a closed loop on tribal lands, however, and would involve the sale and transport of products within the California marketplace. This is why the BCDC would

require a State license, and why they are requesting the County to issue a necessary ‘authorization.’

Under California law, the County has the authority to regulate cannabis in the manner deemed necessary, in areas under its jurisdiction, and any potential commercial cannabis business will have to comply with those regulations. Currently, tribes may enter this regulated state marketplace by agreeing to certain conditions in the emergency regulations promulgated by the three state licensing authorities – including that they obtain necessary permits and approvals from local government.

In ‘authorizing’ commercial cannabis activities on tribal lands that would enter into the state marketplace, the County would enable the development of commercial cannabis activities under a different set of rules with no direct authority by the County – thereby reducing the effectiveness of County-adopted regulations, and creating economic and environmental disparity between the two operating environments.

Mono County is not alone in facing these difficult questions. The issue of tribal cannabis development has been playing out at the State level, with AB924 (Bonta) being the most significant legislative effort that attempts to mesh the complex issues of tribal sovereignty with the need for systematic and equitable development of the cannabis industry. If this bill, were to pass, it would provide a path forward for California tribes, without the involvement of local jurisdictions such as Mono County. Current indications make passage of this bill appear unlikely. Instead, there is language now circulating between tribal entities and representatives of state and local governments which may, if agreement can be reached, be included in a budget trailer this summer.

Because there is a significant legislative effort underway that will address this issue, and because the County has not yet adopted its own regulatory program, staff recommends the Board takes no action on this item and considers any such requests on a case-by-case basis, no sooner than the conclusion of the statewide legislative effort and the adoption of the County’s own regulatory program.

If you have any questions regarding this item, please contact me at (760) 932-5414.

Respectfully submitted,

Leslie Chapman
CAO



Bridgeport Colony Development Corporation

355 Sage Brush Drive
P.O. Box 116
Bridgeport, California 93517
760-932-7083 Fax 760-932-7846

Chairman, John Glazier
Vice Chairman, Vacant
Secretary/Treasurer, Thomas Crawford
Board Member, Dana Christensen
Board Member, Janice Mendez

To: Honorable Board of Supervisors

From: John Glazier, Chairman
Bridgeport Colony Development Corporation (BCDC)

Date: March 23, 2018

Subject: Tribal Cannabis Operations in Mono County

Recommended Action:

Inserting language into County Cannabis Regulations acknowledging that Cannabis Operations on tribal lands is not regulated by the County and approving a letter of authorization from the County of Mono stating this fact so that the Tribes Corporation has the option to pursue a state license.

Fiscal Impact:

None

Discussion:

BCDC Chairman John Glazier and/or BCDC Board Member Janice Mendez will discuss why BCDC is pursuing a Cannabis Operation, and the vision as it relates to surrounding communities and it's concerns with cannabis businesses. We will also discuss the support that the operation has received and results from the Tribe's "Special" General Council Meeting. BCDC Board Member will introduce Compassionate Impact.

Compassionate Impact: Ryan Ellis, CEO; Josh Villanueva, COO; Matt Saporito, CTO. Introduce the high-level plan for the operation, providing background of legalities in current regulations that pertain to Tribes. Discuss how this operation can support other Cannabis businesses in Mono County through pesticide and pathogen remediation and sharing resources.

Review of the language in the support/authorization letter requested.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: Board of Supervisors

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING**

SUBJECT AB 2292 Letter of Support **BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

A letter of support for Assembly Bill 2292, which will increase state funding rates for infant and toddler care, creating a grant program to fund implementation and startup costs of new child care facilities, and expanding a fund to recruit a new generation of family child care providers.

RECOMMENDED ACTION:

Authorize the Chair of the Board of Supervisors to sign a letter of support of AB 2292.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Letter
<input type="checkbox"/> Request for support
<input type="checkbox"/> Fact Sheet

History

Time	Who	Approval
3/29/2018 2:38 PM	County Administrative Office	Yes

3/29/2018 5:55 PM

County Counsel

Yes

3/29/2018 3:34 PM

Finance

Yes



Vacant ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

April 3, 2018

The Honorable Blanca Rubio
Assembly Human Services
1020 N Street, Room 124
Sacramento, CA 95814

RE: SUPPORT OF ASSEMBLY BILL 2292 (AGUIAR-CURRY)

Dear Assembly Member Rubio:

On behalf of Mono County, I urge you to support AB 2292 (Aguiar-Curry), which will develop crucial infrastructure for California's child care system by increasing state funding rates for infant and toddler care, creating a grant program to fund implementation and startup costs of new child care facilities, and expanding a fund to recruit a new generation of family child care providers.

Ground-breaking early brain science from the Harvard Center for the Developing Child and the University of Washington demonstrates the first years of life lay the foundation for a successful future. The brain science shows why high-quality infant and toddler child care, in particular, are a major benefit to school readiness and enhance a child's success throughout school and life. However, less than 14 percent of eligible infants and toddlers have access to subsidized care in our great state.

Access to quality and affordable child care is a critical need in Mono County for our employees and citizens. It is not unusual for new parents who might otherwise be valuable County employees turn down job offers or not return to work after their Paid Family Leave expires because both affordable and market rate child care are non-existent.

AB 2292 will improve access to quality infant and toddler care in California by increasing the adjustment factors for the Standard Reimbursement Rate so more providers can afford to provide high-quality care to families with infants and toddlers.

This bill also will create the “Classroom Planning and Implementation Grant Program” to fund start-up costs for opening new classrooms and centers, as well as converting existing classrooms to serve a different age group. The program will enable child care providers to purchase age-appropriate facilities and infrastructure, start-up support, and professional development for all care settings. Proper training, facilities, and infrastructure will ensure infants and toddlers receive the best adult-child interaction to support their brain development when they are away from their parents.

Additionally, AB 2292 will codify and expand the “Family Child Care Recruitment and Training Fund,” dedicating \$6 million over 5 years to targeted outreach, recruitment, training, supplies, and resources for startup costs to recruit a new generation of family child care providers. Basic licensed care capacity in California continues to decline. Expanding this Fund will support expansion of licensed care capacity for babies, preschoolers, and school-age children.

For these reasons, Mono County respectfully requests your “Aye” vote on AB 2292. If you have questions, please contact Leslie Chapman, CAO, at (760) 932-5141.

Sincerely,

Supervisor Bob Gardner
Chair of the Board of Superivisors



Dear First 5 Partners:

The Child Care Resource Center (CCRC), Child Care and Development Administrators Association (CCDAA), and First 5 California (F5CA) are requesting letters of support for AB 2292 (Aguiar-Curry) before the April 4, 2018, Assembly Human Services Committee deadline.

Ground-breaking early brain science from the Harvard Center for the Developing Child and the University of Washington demonstrates the first years of life lay the foundation for a successful future. The brain science shows why high-quality infant and toddler child care, in particular, are a major benefit to school readiness and enhance a child's success throughout school and life. However, less than 14 percent of eligible infants and toddlers have access to subsidized care in California.

With infant and toddler need at an all-time high, F5CA has co-sponsored AB 2292 with CCRC and CCDAA as the policy companion to the Early Care and Education Coalition's 2018–19 budget ask. This bill will develop crucial infrastructure for California's child care system by increasing state funding rates for infant and toddler care, creating a grant program to fund implementation and startup costs of new child care facilities, and expanding a fund to recruit a new generation of family child care providers.

You can help by submitting a letter of support to the Assembly Human Services Committee, who will be hearing the bill on April 10, 2018. For reference, a sample support letter is attached.

Thank you for your partnership as we work to improve access to quality care for California's youngest learners.

Camille Maben
Executive Director
First 5 California

[AB 2292 Fact Sheet](#)

[Sample Letter of Support](#)



AB 2292 – Improving Infant and Toddler Care

SUMMARY

Assembly Bill 2292 will strategically invest in California's child care system by increasing state rates for infant and toddler care, creating a grant program to fund implementation and start-up costs of new child care facilities, and establishing a fund to recruit a new generation of family child care providers.

BACKGROUND

Well-established research demonstrates that the first three years of a child's life are critical to a child's positive brain development and future. Assuming normal development, a healthy baby will be born with 100 billion neurons, nearly twice as many neurons as adults, in a brain that's half the size. While brain volume will double by age three, not all of those neurons will stick around; synaptic pruning takes place as a baby ages, in which the brain gets rid of weaker synaptic connections in favor of stronger ones. Parents need access to high quality child care that promotes their child's healthy development and learning while they work--especially in the first years of a child's life.

California currently has two subsidized child care programs to help non-CalWORKS, working-poor families with babies find affordable child care. Subsidized child care providers are paid through either 1) direct contracts with the California Department of Education (CDE) or 2) vouchers through the Alternative Payment Program.

Direct Contractors receive funding from the state at a Standard Reimbursement Rate, which pays the same rates throughout the state, while Alternative Payment Programs reimburse care providers based on the Regional Market Rate (RMR), which is tied to the cost of care in each county.

The Standard Reimbursement Rate is exceptionally low and inadequate to fully fund high quality child care and development programs. Less than 14

percent of eligible infants and toddlers have access to subsidized care. Community agencies and school districts have long lost money, especially in infant and/or toddler classrooms. As a result, many agencies across California have closed infant and toddler classrooms and there is little or no ability to open new infant or toddler child care classrooms.

There is a specific problem in the Education Code that leads to the exceptionally low reimbursement rates. Center contractors are using a system similar to K-12 "ADA", called a standard maximum payment rate (currently \$45.44 per day of enrollment). Infant and toddler classes cost much more per child to operate, due largely to the much smaller teacher or adult to child ratios required. Therefore, there are "adjustment factors" to increase the standard maximum payment rate for infants and toddlers. The current adjustment factors are not enough to cover the significantly higher costs of infant and toddler centers. The current adjustment factors are 1.7 for infants (0 to 18 months) and 1.4 for toddlers (18 to 36 months).

In addition to the adjustment factors, there is also a need for new and updated state preschool program classrooms and centers. However, the cost associated with opening these new facilities often deters them from happening, further contributing to the shortage of care.

For California's working families with or without state-supported child care programs, access to licensed Family Child Care is critical to their ability to maintain employment. This is especially true for the parents of infants and toddlers, those who work in jobs meeting the demands of our 24/7 economy, and those in rural communities. Since 2008, California has seen a 26% drop in the number of licensed family child care homes leaving only 27,500 of these small businesses open in the state.

THIS BILL

AB 2292 by Assemblymember Aguiar-Curry will increase the state's capacity to serve babies and toddlers in our diverse, mixed-delivery child care system.

This bill will improve access to quality infant and toddler in California by increasing the adjustment factors for the Standard Reimbursement Rate. The new adjustment factors will be 2.44 for infants and 1.83 for toddlers. These new factors are based directly on the recommendations of the American Institute of Research, for the adjustment factor necessary to meet California's current infant/toddler care requirements.

AB 2292 will also create the "Classroom Planning and Implementation Grant Program" to fund start-up costs for opening new state preschool classrooms, and child care centers, as well as converting existing classrooms to serve a younger age group. The program will enable child care providers to purchase age-appropriate facilities and infrastructure, start-up support, and professional development for all care settings. Proper training, facilities, and infrastructure will ensure our infants and toddlers receive the best adult-child interaction to support their brain development when they are away from their parents. Those interested may apply to the Superintendent of Public Instruction, who is responsible for administering the grant.

AB 2292 will also codify and expand the "Family Child Care Recruitment and Training Fund," dedicating \$6 Million dollars over 5 years to targeted outreach, recruitment, training, supplies, and resources for startup costs to recruit a new generation of family child care providers in California.

SPONSORS

California Child Development Administrators Association
Nina Buthee (415) 948-8858
Child Care Resource Center
Donna Sneeringer (916) 715-0575
First 5 California
Erin Gabel (916) 708-8895

SUPPORT

Child Care Alliance Los Angeles
First 5 California
California Child Development Administrators Association
Child Care Resource Center
ZERO TO THREE
Go Kids Inc.

CONTACT

Puja Navaney | Assembly Fellow
Puja.Navaney@asm.ca.gov | (916) 319-2004



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: Board of Supervisors

TIME REQUIRED 10 Minutes

PERSONS APPEARING BEFORE THE BOARD Supervisor Corless

SUBJECT AB 2727 Letter of Support

AGENDA DESCRIPTION:

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

A letter of support for Assembly Bill 2727, which provides a personal income tax credit for costs incurred for training and equipment by qualified firefighters.

RECOMMENDED ACTION:

Authorize the Chair of the Board of Supervisors to sign a letter of support of AB 2727.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter</p>

History

Time	Who	Approval
3/29/2018 3:21 PM	County Administrative Office	Yes
3/29/2018 5:56 PM	County Counsel	Yes
3/29/2018 3:34 PM	Finance	Yes



Vacant ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530 • FAX (760) 932-5531

Shannon Kendall, Clerk of the Board

April 3, 2018

The Honorable Heath Flora
Member, California State Assembly
State Capitol, Room 3098
Sacramento, CA 95814

Re: Assembly Bill 2727 – Support

Dear Assembly Member Flora:

The Board of Supervisors of Mono County offer our support for your Assembly Bill 2727, which provides a personal income tax credit for costs incurred for training and equipment by qualified firefighters. Mono County has 11 fire districts, mostly comprised of volunteer firefighters.

Rural fire districts rely heavily upon the volunteer services of members from their communities to provide a critical public service, responding to structure fires and emergency response calls. In addition, these firefighters are often on the first line of defense, along with the United States Forest Service, on the devastating wildland fires in their own communities. In some parts of rural California, volunteer firefighters are the only local fire department.

Over the years, the training requirements and equipment for volunteer (and paid personnel) have increase in time and expense. While the fire districts generally provide the minimum training and safety equipment, often these individuals are not reimbursed for travel to the required training and incur expenses on additional training or higher quality safety equipment. It has become increasingly difficult for the rural fire districts to recruit and retain volunteer firefighters.

AB 2727 would provide a personal income tax credit up to 80 percent of the amount incurred by qualified firefighters, not to exceed \$1,500 a year. This is a small recognition that these individuals that put their lives on the line to protect the lives and properties of others within their community deserve to have some of their self-paid costs mitigated with a tax credit.

For these reasons, Mono County supports AB 2727. If you should have any questions or concerns, please do not hesitate to contact Leslie Chapman at (760) 932-5414.

Sincerely,

Bob Gardner, Chair
Mono County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

Departments: Board of Supervisors

TIME REQUIRED 15 Minutes

PERSONS APPEARING BEFORE THE BOARD Supervisor Corless

SUBJECT NACo Conference Update

AGENDA DESCRIPTION:

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

Supervisors Corless and Gardner will discuss the National Association of Counties Conference they attended in March of 2018.

RECOMMENDED ACTION:

None.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: x5538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
3/29/2018 3:41 PM	County Administrative Office	Yes
3/28/2018 12:22 AM	County Counsel	Yes
3/29/2018 9:14 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE April 3, 2018

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time

Who

Approval