



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 Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

Regular Meeting August 20, 2019

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 - 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. **Grant Amendment for FY 2017-22 Immunization Local Assistance Grant Agreement #17-10332**

Departments: Public Health

(Bryan Wheeler) - Amendment to the FY 2017-22 Immunization Local Assistance Grant Agreement #17-10332.

Recommended Action: Approve amendment to the FY 2017-22 Immunization Local Assistance Grant Agreement #17-10332 and authorize the Chairman of the Board of Supervisors to sign the FY 2019-20 Federal Compliance Requirements of the Immunization Grant No. 1 NH23IP922612-01-00 on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments for the grant that shift funds between budget categories without changes to the grant allocation. Provide any desired direction to staff.

Fiscal Impact: There is no impact on the Mono County General Fund. The Immunization Program provides a revised allocation of \$34,075 per fiscal year for the remaining 3 years of the grant, for a total of \$174,725 for the 5-year contract period.

B. **Approve Resolution Accepting Portion of Mule Deer Road into County-Maintained Road System**

Departments: Public Works

Proposed Resolution accepting the portion of Mule Deer Road right-of-way directly adjacent to the County Park, Antelope Valley Community Center, Senior Center and tennis courts in the community of Walker. The portion of Mule Deer Road right-of-way at issue is that which fronts Lots Y-8, Y-9, and Y-10, as shown on Record of Survey 31-52.

Recommended Action: Approve and authorize the Chairman's signature on Resolution 19-__, Acceptance of Mule Deer Road as a County Maintained Road in the Vicinity of the Walker Community Center.

Fiscal Impact: Transportation funds are distributed to counties based on the number of licensed vehicles and the number of miles maintained by each county. Approval of the proposed Resolution will add this portion of Mule Deer Road to the County's Maintained-mileage, allowing its maintenance to be funded with State funds.

C. Resolution in Support of AB 524

Departments: Sheriff

The Mono County Sheriff's Office is working with Assemblyman Frank Bigelow on Assembly Bill 524, which will add the Counties of Del Norte, Mono, and San Mateo to the list of 32 counties noted in 830.1(c) of the Penal Code. Penal Code 830.1(c) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency.

Recommended Action: Approve Board of Supervisors Resolution R19-____, in support of AB 524, further acknowledging that Mono County is requesting legislative authority to implement the changes to personnel classification.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED - NONE

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.

7. REGULAR AGENDA - MORNING

A. Child Support Services Update

Departments: Child Support Services

20 minutes (15 minute presentation; 5 minute discussion)

(Susanne Rizo, Regional Director) - Annual presentation from the Eastern Sierra Department of Child Support Services.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Presentation on Status of Owens Valley Groundwater Management Authority

Departments: County Counsel, Community Development Department

30 minutes

(Jason Canger, Wendy Sugimura) - Presentation on Owens Valley Groundwater Authority and Implications Related to Administrative Decisions by the California Department of Water Resources.

Recommended Action: None; informational only.

Fiscal Impact: None.

C. Contract Award for Hackney Drive and South Landing Road Project

Departments: Public Works

15 minutes (5 minutes presentation, 10 minutes discussion)

(Kalen Dodd) - These projects will rehabilitate Hackney Drive from Highway 395 to the Walker Senior Center and provide an asphalt overlay on South Landing Road from Highway 395 to Crowley Lake Drive in the community of Crowley Lake.

Recommended Action: 1) Identify Qualcon Contractors, Inc. as the lowest responsive bidder for the Hackney Drive and South Landing Road Projects [Projects 9307 and 9308]; 2) Authorize the Public Works Director to execute a contract in a form approved by County Counsel with Qualcon Contractors, Inc., for the Projects in an amount not to exceed \$917,304.50, which includes Base Bid A and Bid Alternate B; and 3) Authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$58,365 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Fiscal Impact: The base bid A \$866,754.50 is funded with SB1 Road Maintenance and Rehabilitation Account (RMRA) funds. Contractor payments for base bid A 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 SB1 funding currently earmarked for this project. Bid Alternate B will pave the Walker Senior Center parking lot and will be funded with \$50,550 from the Capital Improvement Program budget.

D. Civic Center Update

Departments: Public Works

20 minutes

(Tony Dublino, Director of Public Works) - Update on the Mono County Civic Center project at 96 Thompson Way, Mammoth Lakes, CA., 93546.

Recommended Action: None. Informational only.

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 - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: Use of Memorial Hall Exercise Facility by Adult Children of Employees.

B. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 172 Davison Street, Mammoth Lakes. Agency negotiators: Stacey Simon, Jenn Lopez, Erik Ramakrishnan. Negotiating parties: County and Silver State Investors. Under negotiation: Price and Terms of sale.

C. Closed Session - Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, 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.

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

10. 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.)

11. 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 August 20, 2019

Departments: Public Health

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Bryan Wheeler

SUBJECT Grant Amendment for FY 2017-22
Immunization Local Assistance Grant
Agreement #17-10332

AGENDA DESCRIPTION:

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

Amendment to the FY 2017-22 Immunization Local Assistance Grant Agreement #17-10332.

RECOMMENDED ACTION:

Approve amendment to the FY 2017-22 Immunization Local Assistance Grant Agreement #17-10332 and authorize the Chairman of the Board of Supervisors to sign the FY 2019-20 Federal Compliance Requirements of the Immunization Grant No. 1 NH23IP922612-01-00 on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments for the grant that shift funds between budget categories without changes to the grant allocation. Provide any desired direction to staff.

FISCAL IMPACT:

There is no impact on the Mono County General Fund. The Immunization Program provides a revised allocation of \$34,075 per fiscal year for the remaining 3 years of the grant, for a total of \$174,725 for the 5-year contract period.

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](#)

Form for Signature
FY 2019-20 Federal Compliance Requirements of the Immunization Grant No. (1 NH23IP922612- 01-00)
General terms and conditions
Scope of Work
Budget Application

History

Time	Who	Approval
8/16/2019 10:27 AM	County Administrative Office	Yes
8/16/2019 12:33 PM	County Counsel	Yes
8/6/2019 5:02 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: August 20, 2019
TO: Honorable Board of Supervisors
FROM: Bryan Wheeler, Health Program Manager/PHN
SUBJECT: Grant Amendment for FY 2017-22 Immunization Local Assistance Grant Agreement #17-10332

Recommendation:

Approve amendment to the FY 2017-22 Immunization Local Assistance Grant Agreement #17-10332 and authorize the Chairman of the Board of Supervisors to sign the FY 2019-20 Federal Compliance Requirements of the Immunization Grant No. 1 NH23IP922612-01-00 on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments for the grant that shift funds between budget categories without changes to the grant allocation. Provide any desired direction to staff.

Discussion:

On June 5, 2018 the Board approved County entry into the Immunization Local Assistance Grant Agreement #17-10332 and the grant contract has been fully executed. The California Department of Public Health, Immunization Branch is requesting that the FY 2019-20 Federal Compliance Requirements of the Immunization Grant No. 1 NH23IP922612-01-00 be signed to amend the contract, scope of work, and budget. These changes will decrease the grant allocation to \$34,075.00 per fiscal year for the remaining 3 years of the grant, for a total of \$174,725.00 for the 5-year contract period.

The Health Department contracts with the California Department of Public Health, Immunization Branch for the provision of immunization services. The Immunization Branch helps ensure that people living in California who are uninsured and under-insured have access to disease preventing vaccinations. The 8 components of this program include:

- Vaccine Accountability and Management
- Improving Vaccine Access and Coverage Rates
- Immunization Information Systems

- Perinatal Hepatitis B Prevention
- Education, Information, Training, and Partners
- Prevention, surveillance, and Control of Vaccine Preventable Disease (VPD)
- Assess and Improve Compliance with Childcare and School Immunization Entry Requirements
- Improve and Maintain Preparedness for an Influenza Pandemic

This contract authorizes the Mono County Health Department to receive funding to fulfill the 8 program components.

Fiscal Impact/Budget Projections:

There is no impact on the Mono County General Fund.

The Immunization Program provides a revised allocation of \$34,075.00 per fiscal year for the remaining 3 years of the grant, for a total of \$174,725.00 for the 5-year contract period.

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

FY 2019-20 Federal Compliance Requirements of the Immunization Grant No. (1 NH23IP922612-01-00)

This section requires Subrecipient signature to acknowledge that the Subrecipient has reviewed and understand the Federal Compliance Requirements of the Immunization Grant. See enclosed copy of the Award Attachments under which this funding is issued.

John Peters, Board of Supervisors Chairman _____
 Print Name and Title of Person Signing Signature of Person Signing Date

**CDPH Immunization Branch
 Subrecipient Information Form Update
 FY 2019-20**

Date Form Completed:

This is the information that will appear on your grant agreement cover page.	
Federal Tax ID #	95-6005661 CDPH Contract/Grant# 17-10332
Data Universal Number System (DUNS) #	086128832
Official Organization Name (Based on DUNS)	Is this the County's Dept. of Public Health DUNS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address	PO Box 3329, Mammoth Lakes, CA 93546
Street Address (If Different)	437 Old Mammoth Road, Suite 200 Mammoth Lakes, CA 93546
County	Mono
Phone	760-924-1830 Fax 760-924-1831
Website	https://monohealth.com/public-health
County Personnel Salaries Available on the County Public Website	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click this box if there were no changes from last year.	<input checked="" type="checkbox"/> No changes

Organization



State of California—Health and Human Services
Agency
California Department of Public Health



KAREN L. SMITH, MD, MPH
Director and State Health Officer

EDMUND G. BROWN JR.
Governor

DATE: July 9, 2019

TO: Local Health Officers
Immunization Coordinators
Receiving Immunization Program Local Assistance Grants

FROM: Maria E. Volk, MPA, Assistant Branch Chief *Maria E. Volk*
Immunization Branch

SUBJECT: 1.) **Immunization Local Assistance Funding, Fiscal Year 2019-20**
2.) **Revised Scope of Work and Budget Application, Fiscal Year 2019-2022**
3.) **Federal Compliance Requirements of the Immunization Grant Fiscal Year 2019-20 Acknowledgement and Subrecipient Information Update Form**

1.) Immunization Local Assistance Grant Funding Fiscal Year (FY) 2019-20

The California Department of Public Health (CDPH), Immunization Branch, is pleased to release the Federal Grant subaward funding information to Local Health Department (LHD) subrecipients for FY 2019-20. CDPH has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance. The purpose of this funding is to assist LHDs in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

Services to Be Performed by The Subrecipient

The Subrecipient is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The award figure for this fiscal year 2019-20 has a 5%-7% decrease in funding due to a return to pre-2015 baseline funding. Your Immunization Branch Field Representative will be providing the revised budget amount. Similar to prior years, the availability of federal local assistance funding is dependent upon funds received from CDC and, at CDPH's discretion.

Immunization Branch Federal Award FY 2019-20

Federal Grant Award No.: 1 NH231P922612-01-00

Award Issue Date: 06/25/2019

Catalog of Federal Domestic Assistance (CFDA) Title: Immunization Cooperative Agreements

Catalog of Federal Domestic Assistance (CFDA) No.: 93.268

Data Universal Numbering Systems (DUNS) No.: 7991506150000

Total Federal Award to Date: \$35,474,060

Amount Made Available for Local Assistance Subrecipient Awards: \$14,953,373

Year 3 Budget, FY 2019-20: 100% Prevention and Public Health Funds (PPHF)

LHDs Eligible for Local Assistance:

The Immunization Branch has determined that the following 61 LHDs and non-profit organizations are eligible to apply for available funding for their Local Immunization Program, which supports the State's objectives to control vaccine-preventable diseases.

County of Alameda	County of Madera	County of San Joaquin
County of Alpine	County of Marin	County of San Joaquin (Registry)
County of Amador	County of Mariposa	County of San Luis Obispo
City of Berkeley	County of Mendocino	County of San Mateo
County of Butte	County of Merced	County of Santa Barbara
County of Calaveras	County of Modoc	County of Santa Clara
County of Colusa	County of Mono	County of Santa Cruz
County of Contra Costa	County of Monterey	County of Shasta
County of Del Norte	County of Napa	County of Sierra
County of El Dorado	County of Nevada	County of Siskiyou
County of Fresno	County of Orange	County of Solano
County of Glenn	City of Pasadena	County of Sonoma
County of Humboldt	County of Placer	County of Stanislaus

County of Imperial	County of Plumas	County of Sutter
County of Inyo	County of Riverside	County of Tehama
County of Kern	County of Sacramento	County of Trinity
County of Kings	County of San Benito	County of Tulare
County of Lake	County of San Bernardino	County of Tuolumne
County of Lassen	County of San Diego	County of Ventura
City of Long Beach	County of San Diego (Registry)	County of Yolo
County of Los Angeles	City & County of San Francisco	County of Yuba
		CA Immunization Coalition

2.) Revised Scope of Work and Budget Application, Fiscal Year 2019-22

A Revised Scope of Work (SOW) and budget application are enclosed.

3.) Federal Compliance Requirements of the Immunization Grant FY 2019-20 Acknowledgement and Subrecipient Information Update Form

Please complete, sign, and return the following:

- Federal Compliance Requirements of the Immunization Grant No. 1 NH23IP922612-01-00.
- Subrecipient Information Form Update. This is being requested to ensure we have the most current information on file. We added a question if county personnel salaries are publicly available on the county website (last item in the Subrecipient Information Form Update). This information may be required for Immunization Branch Federal Audit Reporting.

Submission of Documents and Due Date

The following completed documents are due on **August 1, 2019**

1. Budget Application, FY 2019-22. Complete all Worksheets: 5-Year Budget, Yr3, FY19-20 Budget Detail, Yr4 FY20-21 Budget Detail, and Yr5 FY21-22 Budget Detail.
 2. Federal Compliance Requirements of the Immunization Grant FY 2019-20 Acknowledgement and Subrecipient Information Update Form
- Submit the completed Budget Application and signed Federal Compliance Form to: izb.admin@cdph.ca.gov.

FY 2019-20 Federal Compliance Requirements of the Immunization Grant No. (1 NH23IP922612-01-00)

This section requires Subrecipient signature to acknowledge that the Subrecipient has reviewed and understand the Federal Compliance Requirements of the Immunization Grant. See enclosed copy of the Award Attachments under which this funding is issued.

John Peters, Board of Supervisors Chairman _____
 Print Name and Title of Person Signing Signature of Person Signing Date

**CDPH Immunization Branch
 Subrecipient Information Form Update
 FY 2019-20**

Date Form Completed:

This is the information that will appear on your grant agreement cover page.	
Federal Tax ID #	95-6005661
Data Universal Number System (DUNS) #	086128832
Official Organization Name (Based on DUNS)	CDPH Is this the County's Dept. of Public Health DUNS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address	PO Box 3329, Mammoth Lakes, CA 93546
Street Address (If Different)	437 Old Mammoth Road, Suite 200 Mammoth Lakes, CA 93546
County	Mono
Phone	760-924-1830
Website	https://monohealth.com/public-health
County Personnel Salaries Available on the County Public Website	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Click this box if there were no changes from last year.	<input checked="" type="checkbox"/> No changes

Organization

Local Health Officers
Immunization Coordinators
Receiving Immunization Program Local Assistance Grants
July 3, 2019
Page 5 of 5

Thank you.

Enclosures: Revised Scope of Work
Budget Application, FY 2019-22
Federal Compliance Requirements of the Immunization Grant
No. 1 NH23IP922612-01-00

AWARD ATTACHMENTS

California Department of Public Health

1 NH23IP922612-01-00

1. Terms and Conditions

FUNDING RESTRICTIONS AND LIMITATIONS

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additionalrequirements/ar-32.html>.

Though Recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note: CDC notes that the cited section for each below provision may change annually.

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <http://www.cdc.gov/grants/additionalrequirements/index.html>.

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

REPORTING REQUIREMENTS

Audit Requirement Domestic Organizations An organization that expends \$750,000 or more in a fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System Electronic Submission:
[https://harvester.census.gov/facides/\(S\(0vkw1zaelyzjibnahocga5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx)

AND

Office of Grants Services, Financial Assessment and Audit Resolution Unit
Electronic Copy to: OGS.Audit.Resolution@cdc.gov

Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The recipient must ensure that the subrecipients receiving CDC funds also meet these requirements. The recipient must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The recipient may consider whether subrecipient audits necessitate adjustment of the recipient's own accounting records. If a subrecipient is not required to have a program-specific audit, the recipient is still required to perform adequate monitoring of subrecipient activities. The recipient shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The recipient must include this requirement in all subrecipient contracts.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the assigned GMS/GMO identified in the NOA, and to the HHS OIG at the following address:

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (45 CFR 75.373(b)).

In addition, if the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the recipient must maintain the currency of information reported to the System for Award Management (SAM) and made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in section 1 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

1. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five year period; and
- c. If one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

- (4) Any other criminal, civil, or administrative proceeding if:
- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

2. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 1 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

3. Reporting Frequency

During any period of time when you are subject to this requirement in section 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

4. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match;

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

GENERAL REQUIREMENTS

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the recipient is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The recipient's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. See <https://www.hhs.gov/grants/contracts/contract-policies-regulations/efficient-spending/index.html>. In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Recipients must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

Inventions: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.

Publications: Publications, journal articles, etc. produced under a CDC grant supported project must bear an acknowledgment and disclaimer, and include the award number. For example:

This publication (journal article, etc.) was supported by Grant or Cooperative Agreement number 5UXXXXXXX, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Acknowledgment Of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all awardees receiving federal funds, including and not limited to state and local governments and recipients of federal research grants, shall clearly state:

- Percentage of the total costs of the program or project which will be financed with federal money,
- Dollar amount of federal funds for the project or program, and
- Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however, the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted article reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both

PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is not authorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Additionally, the CDC logo cannot be used by the recipient without the express, written consent of CDC. The Program Official/Project Officer identified in the NOA can assist with facilitating such a request. It is the responsibility of the recipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the recipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the recipient without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The recipient may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security

Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC recipients only when recipients collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the recipient retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a recipient is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: <https://www.gpo.gov/fdsys/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>.

Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:

Recipients are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "recipient," "subgrant," or "subrecipient"):

3.908 Pilot program for enhancement of contractor employee whistleblower protections.

3.908-1 Scope of section.

(a) This section implements [41 U.S.C. 4712](#).

(b) This section does not apply to-

(1) DoD, NASA, and the Coast Guard; or

(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-

(i) Relates to an activity of an element of the intelligence community; or

(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.

As used in this section-

"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.

(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract, a gross waste of federal funds, an abuse of authority relating to a federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.

- (1) A Member of Congress or a representative of a committee of Congress.
- (2) An Inspector General.
- (3) The Government Accountability Office.
- (4) A federal employee responsible for contract oversight or management at the relevant agency.
- (5) An authorized official of the Department of Justice or other law enforcement agency.
- (6) A court or grand jury.
- (7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR [3.908](#).

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in section [3.908](#) of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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1. Vaccine Accountability and Management

Goal 1.1 Maintain viability of IZB supplied vaccine to ensure vaccine effectiveness and reduce vaccine waste.

Required Activities	Performance Measures
a. Annually, make sure all relevant staff within LHD-operated clinics (routine, mass vaccination, or special immunization outreach) are properly trained on current policies and procedures for proper vaccine storage and handling outlined in each participation agreement/addendum for the receipt of IZB supplied vaccines (317, Vaccines for Children [VFC], state general fund).	<ol style="list-style-type: none"> 1. Updated Vaccine Management Plans for each LHD facility. 2. Completed EZIZ Lessons for Key Practice Staff. 3. Documentation of completed trainings.
b. Develop and implement a training plan for provider facilities outside LHDs receiving IZB supplied doses (state or 317 Outbreak). Focus the plan on proper vaccine management, vaccine storage and handling requirements, and administration prior to the distribution of IZB-supplied vaccines.	<ol style="list-style-type: none"> 1. Training plan developed and implemented. 2. Completed trainings/Documentation of completed trainings. 3. Completed and signed Vaccine Management Plans.
c. Develop and implement a plan to verify that 317 Outbreak and state general fund immunizations administered by providers outside the LHDs adhere to policies for vaccine management. Conduct Quality Assurance verifications (such as random temperature log review, on site vaccination clinic assessments, review of vaccine losses, etc.) at least every other year, in a sample of sites receiving vaccines.	<ol style="list-style-type: none"> 1. Developed and implemented Quality Assurance Plan. 2. Completion of Mass Vaccination Hourly Temperature Logs/Electronic Data Files. 3. Temperature Documentation on CDPH provided Logs for all IZB-supplied vaccines/Electronic Temperature Files. 4. Completed Quality Assurance verifications in a minimum sample of 10% of sites receiving vaccines.
d. Promote and encourage adoption of CDPH and CDC storage and handling guidelines among all healthcare providers providing immunization services in the community.	Documentation of storage and handling best practices promotion efforts.

Goal 1.2 Facilitate compliance with current protocols, policies, and procedures for vaccine accountability for LHD facilities and partners that receive IZB-supplied vaccine.

Required Activities	Performance Measures
a. Make sure all relevant staff involved in vaccine ordering, management, and accountability activities within local health department-operated clinics adhere to all program requirements as outlined in the VFC/317 Provider Participation Agreements and Addendums. Complete annual VFC/317 program recertification.	Completed annual program recertification and corresponding educational lessons for all key practice staff.
b. Promote adherence to eligibility guidelines corresponding to VFC, Section 317, and state general fund vaccines. Upon release of the Immunization Branch’s Vaccine Eligibility Guidelines, IMM-1142, disseminate guidance to all relevant staff involved in vaccine ordering, management, and accountability activities within local health department operated pediatric and adult immunization clinics.	Documentation of provided guidance.
c. Verify that processes are in place such that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following	LHD developed protocols, inclusive of eligibility guidelines, for each vaccine

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outlined eligibility guidelines for each vaccine funding source.	funding source.
d. Comply with federal policies regarding vaccine re-distribution. Publicly funded VFC and 317 vaccines must be distributed directly to the location at which the provider will administer the vaccines.	Documentation of procedures.

2. Access to and Utilization of Quality Immunization Services

Goal 2.1 Improve access to and receipt of all ACIP-recommended immunizations, especially for low income and underserved community members.

Required Activities	Performance Measures
a. Use a current, local jurisdiction-specific referral list to support an immunization safety net. This may include referral to other programs that connect patients to services.	Referral list completed and updated on an annual basis.
b. Be responsive to problems Medi-Cal members report related to access to immunization services. ¹ Work with the corresponding Medi-Cal Managed Care Plan (MCP) to resolve problems. After attempts to work with MCP, if still unable to resolve, collect details and escalate to Senior Field Representative or other designated Immunization Branch staff person.	Maintain log of access problems resolved at local level or reported to CDPH.
c. For all LHD facilities that are VFC providers, participate in and support provider compliance and quality improvement ² visits in conjunction with the CDPH Immunization Branch. Assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.	# of clinics with corrective actions that were all completed within the specified time frame.

3. California Immunization Registry (CAIR)³

Goal 3.1 Promote and optimize⁴ the use of CAIR in the jurisdiction.

Required Activities	Performance Measures
a. Enter all IZB-supplied vaccine doses administered by LHD or partners, including influenza doses, into CAIR.	# LHD clinics participating in CAIR/# all LHD clinics. % of LHD clinic doses entered into the registry within 14 days. # state flu doses entered by end of flu season/ # state flu doses administered.
b. For LHDs with primary care clinics, use manage patient status functionality to remove inactive patients at least once a year.	Inactive patients marked as inactive in CAIR.
c. In LHD primary care clinics, utilize CAIR data to identify and improve low or lagging infant or adolescent vaccination coverage levels.	Low infant or adolescent CAIR coverage rate identified and improved.
d. Review monthly CAIR usage reports ⁵ to identify priority non-participating VFC sites that need to be recruited/retained.	# of VFC Sites identified for priority recruitment /retention contact.

¹ Requirements for Medi-Cal immunization services are summarized here: <http://izcoordinators.org/vaccine-programs/medi-cal-and-pharmacy-resources/>.

² Immunization Quality Improvement for Providers (IQIP), formerly known as AFIX

³ CAIR refers to the statewide system connecting CAIR2 with the San Diego Immunization Registry and Healthy Futures.

⁴ If have EHR, move from manual data entry to data exchange (upload from EHR) to bidirectional data exchange, to optimize CAIR use. See <http://cairweb.org/docs/CAIR2-Communications/IMM-1266> and <http://cairweb.org/docs/CAIR2-Communications/IMM-1260>.

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Communicate priority sites to Local CAIR Rep (LCR).	
e. Invite CAIR staff to participate in local provider trainings in order to promote CAIR.	Number of trainings with CAIR participation/Number of trainings held.

Goal 3.2 Connect local Immunization Information Systems (IIS) so CAIR becomes a statewide system. For San Diego and San Joaquin Counties only

Required Activities	Performance Measures
a. Implement data sharing with CAIR2, including: <ul style="list-style-type: none"> a. Attend scheduled planning meetings with CAIR2 staff b. Comply with agreed upon timelines c. Complete data transfer testing, including both inbound to CAIR2 and outbound back to local IIS. d. Share bulk historical loads of existing patients and immunizations to CAIR2 to initiate data sharing 	Full historical data load completed.
b. Initiate and maintain ongoing electronic data sharing with CAIR2 (HL7).	Ongoing data sharing continues.

4. Perinatal Hepatitis B Prevention

Goal 4.1 Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.

Required Activities	Performance Measures
<p>Note: Coordinate perinatal HBV prevention efforts with your LHD's Maternal Child and Adolescent Health (MCAH) program, as activities 4.1a-4.1c may also help fulfill title V requirements and MCAH Scope of Work Activities.</p> <p>a. Educate medical providers and hospital staff about the screening, care, and reporting of pregnant women who test positive for hepatitis B and their infants according to the guidance outlined below:</p> <p>Guidance for Prenatal Providers Guidance for Labor and Delivery Hospitals Guidance for Pediatric Providers</p>	<ol style="list-style-type: none"> 1. Number and percentage of HBsAg-positive pregnant women identified in the reporting period who were enrolled prior to delivery. 2. Number and percentage of HBsAg-positive pregnant women identified in the reporting period with an HBV DNA test result during pregnancy. 3. Number and percent of PEP errors in the reporting period with completed LHJ follow-up.
<p>b. Educate identified HBsAg-positive pregnant women about their HBV status and provide the appropriate information on prevention of perinatal hepatitis B transmission, based on current ACIP recommendations and the guidance outlined below:</p> <p>Perinatal Hepatitis B Prevention Program Coordinator Handbook</p>	HBsAg positive pregnant women identified.

⁵ Monthly CAIR usage reports for VFC providers are posted here: <http://izcoordinators.org/cair-reports/>.

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<p>c. Collect and submit requested data to CDPH on HBsAg-positive pregnant women and their infants according to the guidance outlined below: Perinatal Hepatitis B Prevention Program Coordinator Handbook</p>	<ol style="list-style-type: none"> 1. Number and percentage of infants born to HBsAg-positive mothers in the reporting period who received PEP according to ACIP recommendations. 2. Number and percentage of infants born to HBsAg-positive mothers who completed the HBV vaccine series by 12 months of age. 3. Number and percentage of infants born to HBsAg-positive mothers who have completed PVS testing by 24 months of age. 4. Number and percentage of infants closed to case management with complete information within 24 months.
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5. Education, Information, Training, and Partnerships

Goal 5.1 Provide and/or promote educational activities and information to health care providers, schools and childcare centers, and other immunization stakeholders to promote best practices for immunizations and the importance of timely vaccinations.

Required Activities	Performance Measures
<p>a. Based on local priorities and resources, disseminate print and/or electronic communications among providers, school, general public and other immunization stakeholders in their jurisdiction.</p>	<p>Summary of efforts conducted to distribute materials in print or electronically to immunization stakeholders.</p>

Note: Depending on funding, CDPH may offer select hard-copy materials to all VFC Providers through the Online VFC store. If the VFC store is available, LHDs may choose to not provide the select materials to VFC providers in their jurisdiction (refer these providers to the VFC store instead).

CDPH will inform LHDs on centralized communication activities from the Immunization Branch (select print materials to VFC providers, electronic communications to VFC providers, electronic communications and resources to schools, electronic communications resources to pharmacies, electronic communications and resources to community-based organizations/other stakeholders, traditional media and social media to reach general public). LHDs may supplement any gaps in communication with local efforts.

Goal 5.2 Develop partnerships and collaborative activities in order to expand immunization services, promote best practices and improve coverage rates among children, adolescent and adults.

Required Activities	Performance Measures
<p>a. Engage* with at least 3 types of partners** in conducting educational activities or trainings. (See definitions below)</p>	<ol style="list-style-type: none"> 1. Number of partner types (provider, school, social service/other partners) engaged with. 2. Summary of activities conducted with each partner type.

*Partnership engagement should be based on commitment to perform agreed-upon activities (e.g. joint training, mass vaccination clinic, collaboration to include immunization messaging in communications or event, promotional efforts).

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- **LHJ will engage with at least one “provider” partner, one “school” partner and one “social service or other” partner:
- “Provider partner” may include hospitals, federally qualified health centers (FQHCs), long term care facilities, birth facilities, professional associations (local ACOG or WIC chapters), pharmacies, health plans and community clinics.
 - “School partner” may include child care providers, school or school district, County Department of Education, college, school nurses association or other school-related organizations.
 - “Social service and other partners” may include WIC, MCAH, social service agencies, migrant health, homeless shelters, drug-treatment centers, jails, faith-based organizations, local business or community-based organizations.

6. Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Goal 6.1 Conduct surveillance to identify VPD cases and/or outbreaks, and implement recommended prevention and control activities.

Required Activities	Performance Measures
a. Ensure that appropriate clinical specimens are tested and relevant epidemiologic information is collected for VPDs requiring immediate public health action.	<ol style="list-style-type: none"> 1. Percentage of measles specimens submitted for molecular characterization. 2. Percentage of <i>Neisseria meningitidis</i> specimens/isolates submitted for molecular characterization. 3. Percentage of pertussis cases <4 months of age with complete maternal prenatal provider information.
b. Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are reportable to CDPH in accordance with CDPH recommendations. (Coordinate with your local Maternal, Child and Adolescent Health program.)	Percentage of infant pertussis cases where mother was unimmunized during the appropriate window during pregnancy for which a communication regarding prenatal Tdap immunization was made to the prenatal care provider. ⁶
c. Obtain vaccine and assist with the organization and implementation of efforts to vaccinate susceptible individuals, if appropriate.	Completed outbreak response request ⁷ with plan for doses and target population (as appropriate).

Goal 6.2 Collect and submit requested data to CDPH on VPD cases and outbreaks.

Required Activities	Performance Measures
a. Report VPDs and other conditions reportable to CDPH Immunization Branch per CDPH instructions listed here: https://www.cdph.ca.gov/programs/CID/DCDC/CDPH%20Document%20Library/Immunization/ReportingGuidanceforLHJs.pdf	<ol style="list-style-type: none"> 1. Percentage of measles cases reported immediately to CDPH. 2. Percent of meningococcal disease cases in high school and college students reported immediately to CDPH. 3. Percentage of case reports submitted to

⁶ Sending a letter re: standard of care is the minimum acceptable communication, with copy to LHD Maternal Child and Adolescent Health (MCAH) program. See [Template Letter for Prenatal Care Providers with Pregnant Patients that did not Receive Prenatal Tdap Appropriately and Infants Developed Pertussis](#).

⁷ The Immunization Branch provides a form for requesting vaccine from CDPH.

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	CDPH via an electronic communicable disease reporting system (CalREDIE or other) in the recommended timeframe.
b. Collect and submit CDPH-requested VPD case and outbreak data.	<ol style="list-style-type: none"> 1. Percentage of infant pertussis cases <4 months of age for whom maternal Tdap status is known. 2. Percentage of confirmed hepatitis A cases for whom hepatitis A risk factors are known. 3. Percentage of meningococcal disease cases for whom high school or college attendance status is known.

7. Childcare and School Immunization Entry Requirements

Goal 7.1 Decrease the proportion of pupils who are overdue for required immunizations or admitted conditionally.

Required Activities	Performance Measures
a. Provide guidance, training, and support for compliance with entry immunization requirements by all childcare centers and schools within the jurisdiction.	Percentage of schools with kindergarteners in the jurisdiction that have completed the annual immunization assessment.
b. At least annually, visit schools with 10 or more kindergarteners that reported > 10% were either conditionally admitted or overdue for required immunization; provide guidance and support follow-up until these students are up to date.	Percentage of schools with 10 or more kindergarteners where the proportion of students are either conditionally admitted or overdue for required immunization is greater than 10%. Target %: By next school year, less than 3% of schools have $\geq 10\%$ of kindergarteners either conditional or overdue.

8. Influenza

Goal 8.1 Strengthen capacity to protect against seasonal influenza and to prepare for a pandemic.

Required Activities	Performance Measures
a. <u>To assist your LHD emergency preparedness lead in fulfilling its emergency preparedness grant requirements, utilize IZB-supplied influenza vaccine or other 317-funded vaccines to support at least one mass immunization exercise/year. Confirm your LHD emergency preparedness program has entered all doses into CAIR within 14 days of administration, as per the emergency preparedness grant requirement.</u>	Mass vaccination exercise completed by local health department, including immunization and preparedness program staff.
b. Utilize IZB-supplied influenza vaccine to immunize jurisdiction against influenza; doses may be shared with local partners.	Number of doses of influenza vaccine administered. Target #: Administration of at least 9f% of previous season's doses total.

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Glossary of Acronyms and Terms

Abbreviation or term	Definition
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
ACOG	American College of Obstetricians and Gynecologists
AFIX	Assessment, Feedback, Incentive, eXchange
CAIR	California Immunization Registry
CaIREDIE	California Reportable Disease Information Exchange
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
DNA	Deoxyribonucleic Acid
EHR	Electronic Health Record
EZIZ	An Immunization Branch-operated website (eziz.org) with immunization training and resource materials.
FQHC	Federally Qualified Health Center
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HL7	Health Level 7 (standards for data exchange)
IIS	Immunization Information System
IQIP	Immunization Quality Improvement for Providers
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LCR	Local CAIR representative (on CDPH IZB staff)
LHD	Local Health Department

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Abbreviation or term	Definition
LHD Primary Care Clinic	Clinic run or housed in LHD that serves as a medical home for its patients. Includes federally qualified health centers or look-alikes that are operated or housed in LHDs
LHJ	Local Health Jurisdiction
MCAH	Maternal Child and Adolescent Health
MCP	Medi-Cal Managed Care Plan
PEP	Post Exposure Prophylaxis
PVS	Post-Vaccination Serology
Tdap	Tetanus, Diphtheria, and Pertussis
TK/K	Transitional Kindergarten/Kindergarten
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
WIC	Women, Infants, and Children

**CDPH Immunization Branch
Funding Application for Immunization Branch Subvention Grant Funds**

Exhibit B - Budget A1

	Budget (*Year 1) 07/01/2017 to 06/30/2018	Budget (**Year 2) 07/01/2018 to 06/30/2019	Budget (**Year 3) 07/01/2019 to 06/30/2020	Budget (**Year 4) 07/01/2020 to 06/30/2021	Budget (**Year 5) 07/01/2021 to 06/30/2022
I. County of Mono	\$ 36,250	\$ 36,250	\$ 34,075	\$ 34,075	\$ 34,075
II. (Subgrantee, if any)	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 36,250	\$ 36,250	\$ 34,075	\$ 34,075	\$ 34,075

**Year 1 Budget, FY 2017-18 is 100% Prevention and Public Health Funds (PPHF) Funded*

***Program will provide funding source as it becomes available for the subsequent fiscal years.*

Total Funding for 5-Year Term:	\$ 174,725
---------------------------------------	-------------------

**CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds**

**Exhibit B - Budget A1
Year 3
(07/01/2019 - 06/30/2020)**

Grant Agreement #: _____

Form 5C

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate
Bryan Wheeler, Health Program Manager/PHN	375	\$ 42.3962

Total Personnel Expenses

II. Fringe Benefits (68.23% of Personnel)

III. Operating Expenses or General Expenses

- Office/Clinic Supplies
- Printing
- Health Education
- Communications

IV. Equipment Expenses

V. Travel Expenses

- In-State Travel
- Out-of-State Travel
- (The Grantee shall be reimbursed for the actual claimed and invoiced)

VI. Subgrantee Expenses (if any)

_____ (Name of Subgrantee)

VII. Indirect Costs (Approved ___% of total Personnel Costs or total Direct Costs)

- Approved 25% of total Personnel Costs
- Approved ___% of total Direct Costs

VIII. Total Expenses

CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds

Exhibit B - Budget A1
Year 3
(07/01/2019 - 06/30/2020)

Grant Agreement #: _____

Form 5C

	Total
\$	15,898.58
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	15,898.58
\$	10,847.60
\$	642.28
\$	415.28
\$	-
\$	-
\$	227.00
\$	-
\$	-
\$	-
\$	-
\$	6,686.54
\$	6,686.54
\$	34,075.00

**CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds**

**Exhibit B - Budget A1
Year 4
(07/01/2020 - 06/30/2021)**

Grant Agreement #: _____

Form 5D

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate
Bryan Wheeler, Health Program Manager/PHN	370	\$ 43.4561

Total Personnel Expenses

II. Fringe Benefits (68.23% of Personnel)

III. Operating Expenses or General Expenses

Office/Clinic Supplies
Printing
Health Education
Communications

IV. Equipment Expenses

V. Travel Expenses

In-State Travel
Out-of-State Travel
(The Grantee shall be reimbursed for the actual claimed and invoiced)

VI. Subgrantee Expenses (if any)

_____(Name of Subgrantee)

VII. Indirect Costs (Approved ___% of total Personnel Costs or total Direct Costs)

- Approved 25% of total Personnel Costs
- Approved ___% of total Direct Costs

VIII. Total Expenses

**CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds**

**Exhibit B - Budget A1
Year 4
(07/01/2020 - 06/30/2021)**

Grant Agreement #: _____

Form 5D

CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds

Exhibit B - Budget A1
Year 4
(07/01/2020 - 06/30/2021)

Grant Agreement #: _____

Form 5D

	Total
\$	16,078.76
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	16,078.76
\$	10,970.54
\$	263.38
\$	39.38
\$	-
\$	-
\$	224.00
\$	-
\$	-
\$	-
\$	-
\$	6,762.32
\$	6,762.32
\$	34,075.00

**CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds**

**Exhibit B - Budget A1
Year 4
(07/01/2020 - 06/30/2021)**

Grant Agreement #: _____

Form 5D

**CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds**

**Exhibit B - Budget A1
Year 5
(07/01/2021 - 06/30/2022)**

Grant Agreement #: _____

Form 5E

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate
Bryan Wheeler, Health Program Manager/PHN	354	\$ 44.54

Total Personnel Expenses

II. Fringe Benefits (68.23% of Personnel)

III. Operating Expenses or General Expenses

Office/Clinic Supplies
Printing
Health Education
Communications

IV. Equipment Expenses

V. Travel Expenses

In-State Travel
Out-of-State Travel
(The Grantee shall be reimbursed for the actual claimed and invoiced)

VI. Subgrantee Expenses (if any)

_____(Name of Subgrantee)

VII. Indirect Costs (Approved ___% of total Personnel Costs or total Direct Costs)

- Approved 25% of total Personnel Costs
- Approved ___% of total Direct Costs

VIII. Total Expenses

CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds

Exhibit B - Budget A1
Year 5
(07/01/2021 - 06/30/2022)

Grant Agreement #: _____

Form 5E

	Total
\$	15,768.05
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	15,768.05
\$	10,758.54
\$	916.77
\$	702.77
\$	-
\$	-
\$	214.00
\$	-
\$	-
\$	-
\$	-
\$	6,631.65
\$	6,631.65
\$	34,075.00



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 20, 2019

Departments: Public Works

TIME REQUIRED

SUBJECT Approve Resolution Accepting
Portion of Mule Deer Road into
County-Maintained Road System

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Resolution accepting the portion of Mule Deer Road right-of-way directly adjacent to the County Park, Antelope Valley Community Center, Senior Center and tennis courts in the community of Walker. The portion of Mule Deer Road right-of-way at issue is that which fronts Lots Y-8, Y-9, and Y-10, as shown on Record of Survey 31-52.

RECOMMENDED ACTION:

Approve and authorize the Chairman's signature on Resolution 19-___, Acceptance of Mule Deer Road as a County Maintained Road in the Vicinity of the Walker Community Center.

FISCAL IMPACT:

Transportation funds are distributed to counties based on the number of licensed vehicles and the number of miles maintained by each county. Approval of the proposed Resolution will add this portion of Mule Deer Road to the County's Maintained-mileage, allowing its maintenance to be funded with State funds.

CONTACT NAME: Kalen Dodd

PHONE/EMAIL: 760 932 5452 / kdodd@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Exhibit 1
<input type="checkbox"/> Exhibit 2

History**Time**

8/16/2019 10:22 AM

8/16/2019 9:01 AM

8/13/2019 10:52 AM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

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: August 20, 2019

To: Honorable Chair and Members of the Board of Supervisors

From: Kalen Dodd, Associate Engineer

Re: Accept Portion of Mule Deer Road into County-maintained Road System

Recommended Action:

Approve and Authorize the Chairman's signature on Resolution No. 19-____ to Accept the portion of Mule Deer Road Right of way that fronts Lots Y-8, Y-9, and Y-10, As shown on Record of Survey 31-52.

Fiscal Impact:

Transportation funds are distributed to counties based on the number of licensed vehicles and the number of miles maintained by each county. Acceptance will add this portion of Mule Deer Road to the County's Maintained-mileage, allowing its maintenance to be funded with State funds, and slightly increasing the amount of funding received.

Strategic Plan Focus Area: Infrastructure, Environmental Sustainability

Background:

Mule Deer Road, in the community of Walker is not currently a County-maintained road. However, County facilities including the Walker Community Center, Senior Center and tennis courts are served by Mule Deer Road and the County has periodically maintained the road in the past. The Hackney Drive Project (also on the agenda for award) will rehabilitate Hackney Drive, Shop Road and this portion of Mule Deer Road in Walker.

In order for the proposed work on Mule Deer Road to be paid for with SB1 RMRA funds, the road should be a publicly-maintained road.

Please contact me at 760 932 5452 or by email at KDodd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Kalen Dodd, PE
Associate Engineer

Attachments: Record of Survey No. 31-52.



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5 **RESOLUTION NO. R19-__**

6 **A RESOLUTION OF THE MONO COUNTY**
7 **BOARD OF SUPERVISORS**
8 **ACCEPTANCE OF MULE DEER ROAD AS A COUNTY MAINTAINED ROAD IN THE**
9 **VICINITY OF THE WALKER COMMUNITY CENTER**

10 **WHEREAS**, on January 15, 1957, the Mono County Board of Supervisors approved the final
11 tract map for the Mill Creek Ranch Subdivision, in Walker, California which was duly recorded as
12 Page 27A in Map Book 2 (Exhibit 1) in the office of the Mono County Recorder; and

13 **WHEREAS**, Exhibit 1 offered for dedication to the public all roads, streets, and avenues
14 within the Mill Creek Ranch Subdivision, including Mule Deer Road; and

15 **WHEREAS**, the offer of dedication for Mule Deer Road was not accepted by the Board in
16 1957 and the County has not thereafter accepted Mule Deer Road; and

17 **WHEREAS**, Since the offer of dedication, the County has constructed parks and community
18 centers on both sides of Mule Deer Road, for use by the Public; and

19 **WHEREAS**, Since the construction of the public facilities, the County has from time-to-time
20 expended funds to maintain Mule Deer road to provide access and parking for the public facilities; and

21 **WHEREAS**, The inclusion of Mule Deer Road into the County's maintained mileage would
22 allow road maintenance costs to be eligible for reimbursement by State funding sources; and

23 **WHEREAS**, The County, in 2009 commissioned Record of Survey 31-52 to correct survey
24 errors made in Exhibit 1, and to clearly define the County-owned parcels in the vicinity of the Walker
25 Community Center (Exhibit 2);

26 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO**
27 **FINDS AND RESOLVES** as follows:

28 Mono County hereby confirms acceptance of the portion of the Right of Way offer of
dedication for Mule Deer Road, that fronts Parcel numbers Y-8, Y-9, and Y-10 as shown on Exhibit 2.

PASSED, APPROVED and **ADOPTED** this 20th day of August, 2019, by the following vote,
to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

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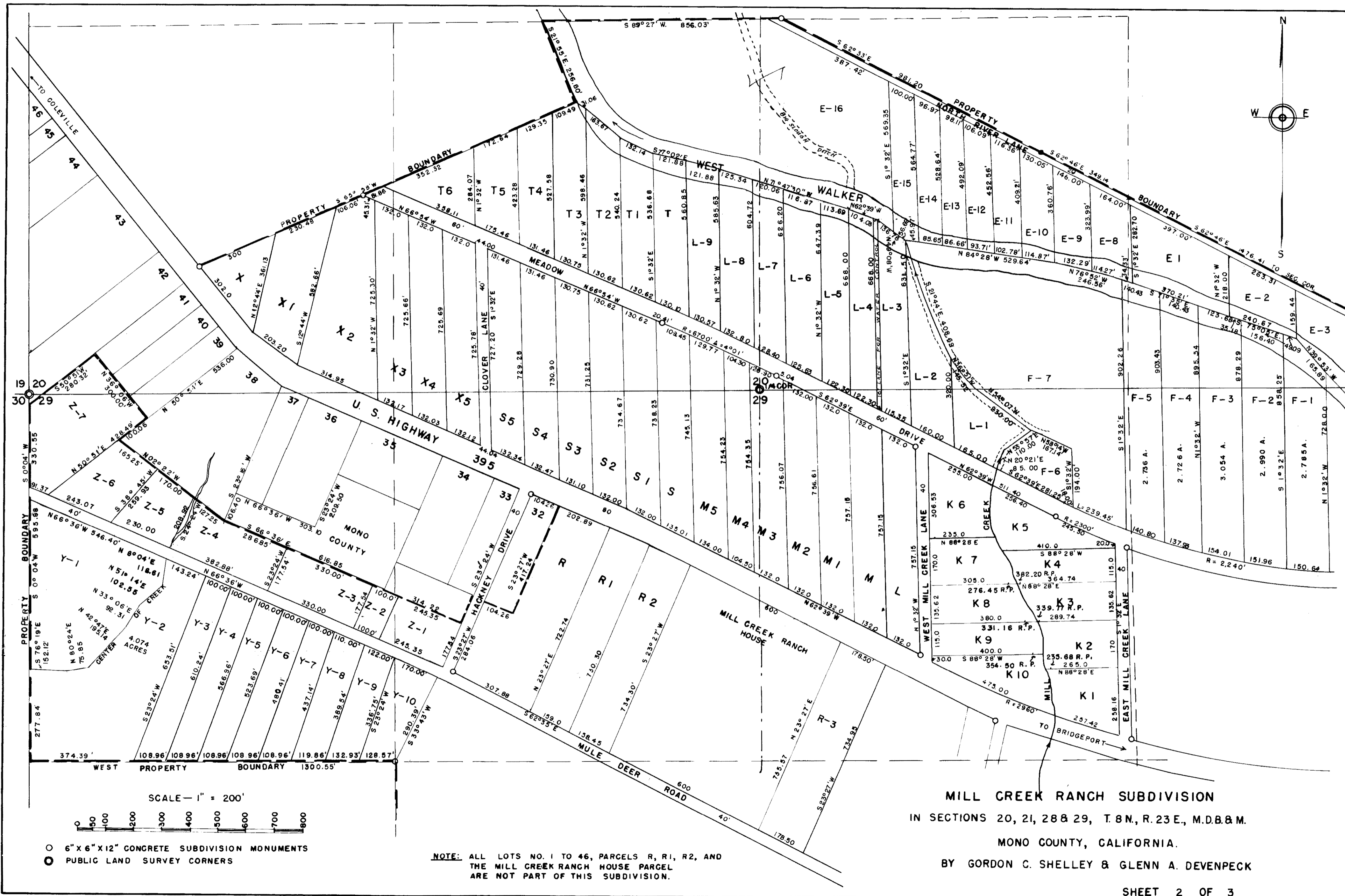
Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



○ 6" x 6" x 12" CONCRETE SUBDIVISION MONUMENTS
 ● PUBLIC LAND SURVEY CORNERS

NOTE: ALL LOTS NO. 1 TO 46, PARCELS R, R1, R2, AND THE MILL CREEK RANCH HOUSE PARCEL ARE NOT PART OF THIS SUBDIVISION.

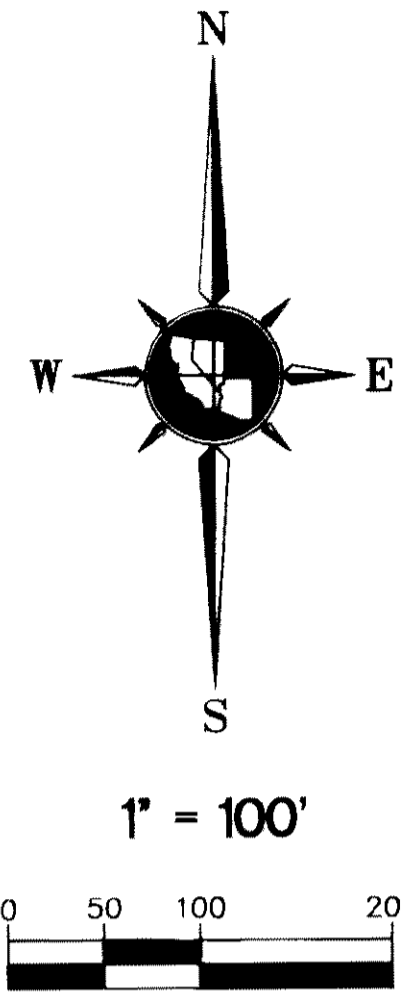
MILL CREEK RANCH SUBDIVISION
 IN SECTIONS 20, 21, 28 & 29, T. 8N., R. 23E., M.D.B.&M.
 MONO COUNTY, CALIFORNIA.
 BY GORDON C. SHELLEY & GLENN A. DEVENPECK

RECORD OF SURVEY

No. 31-52

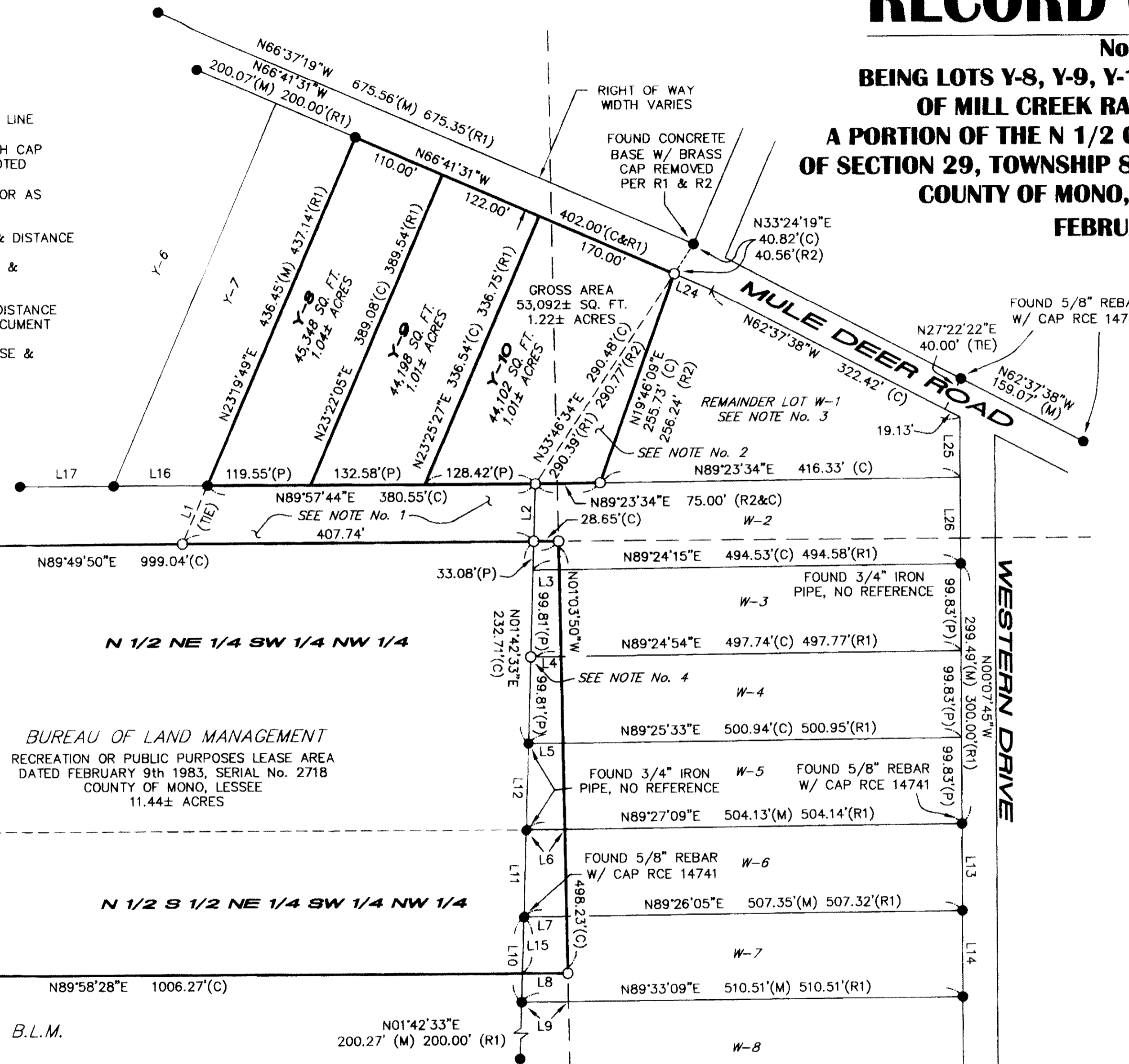
BEING LOTS Y-8, Y-9, Y-10 & A PORTION OF LOT W-1
OF MILL CREEK RANCH SUBDIVISION AND
A PORTION OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4
OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 23 EAST, M.D.M.
COUNTY OF MONO, STATE OF CALIFORNIA

FEBRUARY, 2009



LEGEND

- PROPERTY LINE
- - - ADJOINING PROPERTY LINE
- SET 5/8" REBAR WITH CAP PLS 7936, OR AS NOTED
- FOUND 3/8" REBAR OR AS NOTED
- (M) MEASURED COURSE & DISTANCE
- (C) CALCULATED COURSE & DISTANCE
- (R) RECORD COURSE & DISTANCE PER REFERENCED DOCUMENT
- (P) PROPORTIONED COURSE & DISTANCE



REFERENCES

- (R1) MILL CREEK RANCH SUBDIVISION VOL. 2 PG. 27, DECEMBER 29, 1959
- (R2) GRANT DEED, VOL. 375 PG. 85
- (R3) DEPENDENT RESURVEY & SUBDIVISION OF SECTIONS IN T. 8 N., R. 23 E., M.D.M., BY THE US DEPT. OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, DATED SEPTEMBER 30, 1994.

OFFICIAL RECORDS OF MONO COUNTY, STATE OF CALIFORNIA

LINE TABLE		
LINE	LENGTH	BEARING
L1	73.68'	N23°19'49"E
L2	66.73'	N01°42'33"E
L3	30.25'	N89°24'15"E
L4	35.07'	N89°24'54"E
L5	39.90'	N89°25'33"E
L6	44.73'	N89°27'06"E
L7	49.57'	N89°26'05"E
L8	52.76'	N89°58'28"E
L9	54.35'	N89°33'09"E
L10	98.78'	N01°42'33"E
L11	100.20'	N01°42'33"E
L12	99.67'	N01°42'33"E
L13	99.96'	N00°07'45"W
L14	99.75'	N00°07'45"W
L15	65.73'	N01°42'33"E
L16	108.72'	N89°57'44"E
L17	109.02'	N89°57'44"E
L18	165.50'	N00°30'40"W
L19	165.50'	N00°30'40"W
L20	165.22'	N00°14'00"W
L21	334.62'	N89°55'36"E
L22	165.22'	N00°14'00"W
L23	334.62'	N89°55'36"E
L24	47.19'	N66°41'31"W
L25	69.33'	N00°07'45"W
L26	99.83'	N00°07'45"W

NOTES

1. GAP AREA BETWEEN BLM R&PP LEASE PARCEL AND LOTS Y-8, Y-9, & Y-10 WITH THE EXTENSION OF LOT SIDELINES TO THE LEASE PARCEL IS EQUAL TO 26,466 SQ. FT. (0.61± ACRES). PROPERTY IS CURRENTLY OCCUPIED BY THE EXISTING COUNTY PARK.
2. AREA BY GRANT DEED, VOL. 375 PG. 87 8,990 SQ. FT. (0.21± ACRES).
3. LOT W-1 AS PLATTED PER R1 DOES NOT MATHEMATICALLY CLOSE BY 47.19'. IN THE OFFICE OF THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS THERE ARE UNRECORDED FILES AND NOTES PREPARED BY WALTER REID AND HIS EMPLOYEES THAT REFERENCE THE WORK PERFORMED ON THIS MILL CREEK RANCH SUBDIVISION IN THE ERA OF THE LATE 1950'S. IN THESE FILES METES AND BOUNDS DESCRIPTIONS WERE FOUND FOR THE LOTS WITHIN THIS SUBDIVISION. THE TRUE AUTHORSHIP OF SAID DESCRIPTIONS IS UNKNOWN, YET CONTAINED IN THE FILES PREPARED BY WALTER REID. THE DESCRIPTION LABELED "PARCEL W-1" WITHIN THESE DESCRIPTIONS IS DATED JUNE 29, 1959 AND CONTAINS ALL THE COURSES AND DISTANCES AROUND LOT W-1 AS PLATTED WITH THE ADDITION OF A FINAL COURSE; "N. 66°36' W., 47.19 FEET". IT IS MY OPINION THAT THIS FINAL COURSE AS DESCRIBED WAS INTENDED TO BE PLATTED BUT WAS OMITTED AS AN OVERSIGHT OR DRAFTING ERROR ON THE RECORDED PLAT.
4. AT THE REQUEST OF THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS THE NORTHWESTERLY CORNER OF LOT W-4 WAS RESET AS PART OF THIS SURVEY AT THE LOCATION ON THE GROUND AS ORIGINALLY ESTABLISHED PER R1. IT IS NOT THE INTENT OF THIS SURVEY TO DEFINE THE OWNERSHIP LIMITS OF ANY LOTS SHOWN HEREON.



TRI STATE SURVEYING, LTD

07445.01.CM

425 EAST LONG STREET
CARSON CITY, NEVADA 89706-2418
(775) 887-9911 * FAX # 887-9915

SHEET 2
OF 2



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 20, 2019

Departments: Sheriff

TIME REQUIRED

SUBJECT Resolution in Support of AB 524

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Mono County Sheriff's Office is working with Assemblyman Frank Bigelow on Assembly Bill 524, which will add the Counties of Del Norte, Mono, and San Mateo to the list of 32 counties noted in 830.1(c) of the Penal Code. Penal Code 830.1(c) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency.

RECOMMENDED ACTION:

Approve Board of Supervisors Resolution R19-___, in support of AB 524, further acknowledging that Mono County is requesting legislative authority to implement the changes to personnel classification.

FISCAL IMPACT:

None.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval

8/16/2019 11:12 AM	County Administrative Office	Yes
8/16/2019 2:57 PM	County Counsel	Yes
8/15/2019 8:30 AM	Finance	Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: August 20, 2019
TO: The Honorable Board of Supervisors

Phillip West
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Resolution in Support of AB 524

RECOMMENDATION:

Approve Board of Supervisors Resolution R19-____, in support of AB 524, further acknowledging that Mono County is requesting legislative authority to implement the changes to personnel classification.

DISCUSSION:

The Mono County Sheriff's Office is working with Assemblyman Frank Bigelow on Assembly Bill 524, which will add the Counties of Del Norte, Mono, and San Mateo to the list of 32 counties noted in 830.1(c) of the Penal Code.

Penal Code 830.1(c) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency. This important change would be a force multiplier and an added tool for the County. It would allow correctional officers to be armed while performing corrections-related tasks, such as transports. It would also allow the Sheriff to deploy correctional officers during a local state of emergency, increasing available resources to assist emergency management.

The Sheriff's Office strongly supports AB 524 and believes the change in statute will allow us to better serve the residents of Mono County. The Mono County Public Safety Officers' Association and Deputy Sheriffs' Association both support AB 524 and have acknowledged the classification change would not affect any changes to existing bargaining units or contracts.

AB 524 has bi-partisan support and passed through the Assembly without a single "no" vote. The bill won unanimous support of the Senate Public Safety Committee, but there is a concern from the Senate Appropriations Committee regarding potential reimbursable mandated costs. The concern is that authorizing peace officer status to correctional officers grants all the rights and protections contained in the Public Safety Officers Procedural Bill of Rights Act, known as POBR, (Government Code § 3301 et seq.). POBR mandates result in state-reimbursable costs to local governments, which could be an unintended cost of this bill.

However, as a policy, the Sheriff's Office already extends the provisions of POBR to Public Safety Officers, without any expectation of reimbursement. Further, POBR mandate reimbursements have been deferred for several years. Additionally, this change in

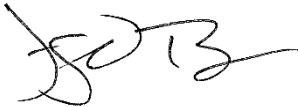
classification would be for a maximum of 20 employees. The Sheriff's Office averages one or fewer personnel complaint investigations for Jail employees each year. Even if the state ever did reimburse the County, the cost would be negligible.

Government Code 17556(a) provides that if a local agency requested legislative authority to implement a program, costs are not mandated. The Sheriff's Office has been informed by Assemblyman Bigelow's office that a Board Resolution in support of AB 524 and requesting the addition of Mono County to Penal Code 830.1(c) would assist in moving the bill forward. I respectfully request the Board of Supervisors pass a Resolution in support of AB 524.

FINANCIAL IMPACT:

There is no impact to the general fund.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB', with a long horizontal flourish extending to the right.

Ingrid Braun
Sheriff-Coroner

Attachment: Letters of Support from Public Safety Officers' and Deputy Sheriffs' Associations



R19-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS IN SUPPORT OF AB 524, FURTHER ACKNOWLEDGING
THAT MONO COUNTY IS REQUESTING LEGISLATIVE AUTHORITY TO
IMPLEMENT CHANGES TO PERSONNEL CLASSIFICATION**

WHEREAS, Assembly Bill 524 will add the Counties of Del Norte, Mono and San Mateo to the list of 32 counties noted in 830.1(c) of the Penal Code; and

WHEREAS, Penal Code 830.1(c) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency; and

WHEREAS, This important policy change would be a force multiplier and an added tool for Mono County, allowing correctional officers to be armed while performing corrections-related tasks, and would also allow the Sheriff to deploy correctional officers during a local state of emergency, increasing available resources to assist emergency management; and

WHEREAS, the Mono County Sheriff's Office, the Mono County Public Safety Officers' Association, and the Mono County Deputy Sheriffs' Association are in support of Assembly Bill 524.

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

SECTION ONE: The Mono County Board of Supervisors supports Assembly Bill 524 and is requesting the addition of Mono County to Penal Code 830.1(c).

//

//

//

1 **PASSED, APPROVED and ADOPTED** this 20th day of August, 2019, by the following
2 vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**

7
8
9
10
11 _____
12 John Peters, Chair
13 Mono County Board of Supervisors

14 ATTEST:

14 APPROVED AS TO FORM:

15
16
17 _____
18 Clerk of the Board

17 _____
18 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 20, 2019

Departments: Child Support Services

TIME REQUIRED 20 minutes (15 minute presentation; 5 minute discussion); **PERSONS APPEARING BEFORE THE BOARD** Susanne Rizo, Regional Director

SUBJECT Child Support Services Update

AGENDA DESCRIPTION:

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

Annual presentation from the Eastern Sierra Department of Child Support Services.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Susanne Rizo

PHONE/EMAIL: 866-901-3212 / Rizo.Susanne@inyo.cse.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Presentation

History

Time	Who	Approval
8/16/2019 10:22 AM	County Administrative Office	Yes
8/16/2019 9:02 AM	County Counsel	Yes
8/13/2019 10:55 AM	Finance	Yes

Eastern Sierra Child Support Services

Main Office: 162 E. Line Street, Suite B
Bishop, CA 93514

To: Honorable Board of Supervisors

From: Susanne Rizo, J.D. Regional Director, Eastern Sierra Department of Child Support

Date: August 20, 2019

Subject

Receive annual presentation from the Eastern Sierra Department of Child Support Services, serving Inyo and Mono Counties.

Recommendation

Receive presentation from the Eastern Sierra Department of Child Support Services regarding collections and outreach events planned for August 2019.

Discussion

Since 2011 Inyo County has regionalized both Inyo and Mono Child Support Departments into a regional agency by action of your Board and the Inyo County Board of Supervisors via a Memorandum of Understanding. We maintain offices in Mammoth Lakes and Bishop California to meet with and serve customers. Our current caseload is 1174 cases regionwide that are managed by seven staff members. Our Inyo County caseload totals 942 cases and our Mono County Caseload totals 232 cases. Last federal fiscal year we collected a total of \$2,666,881 region-wide for families, with \$1,824,789 collected in Inyo and \$842,092 in Mono County cases.

Fiscal Impact

None. The Eastern Sierra Department of Child Support Services is wholly state funded. No county general funds are used in administering this program. To date, State funding has remained relatively unchanged since 2002.

INYO COUNTY: Mailing Address: Post Office Box 1147 Bishop, CA 93515
Physical Address: 162 East Line Street, Suite B, Bishop, CA 93514 Phone: (866) 901-3212 Fax: (760) 873-3646

MONO COUNTY: Mailing Address: Post Office Box 5044 Mammoth Lakes, CA 93546
Physical Address: 126 Old Mammoth Rd. STE 202 Mammoth Lakes, CA 93546 Phone: (866) 901-3212 Fax: (760) 934-1875



A part of the family picture: 

Introducing

Eastern Sierra Child Support Services



Who Were We?

Prior to 1999 Child Support cases were prosecuted by the District Attorney's Office.

- § handled as criminal cases.**
- § not based on ability to pay.**

This resulted in varying practices statewide in each county.



Who are we now?

We are a family support agency! *Our mission is to promote family self-sufficiency and improve the quality of children's lives through reliable child support payments.*

We partner with:

- * Courts
- * Health and Human Services / Social Services
- * Local schools and
- * Community resources in Inyo and Mono Counties to support well-being of children.



EASTERN SIERRA CHILD SUPPORT

How Do Child Support Professionals Work to Increase Collections for Families?

- We are an anti-poverty program;
- We establish child support orders, modify these orders and enforce them.

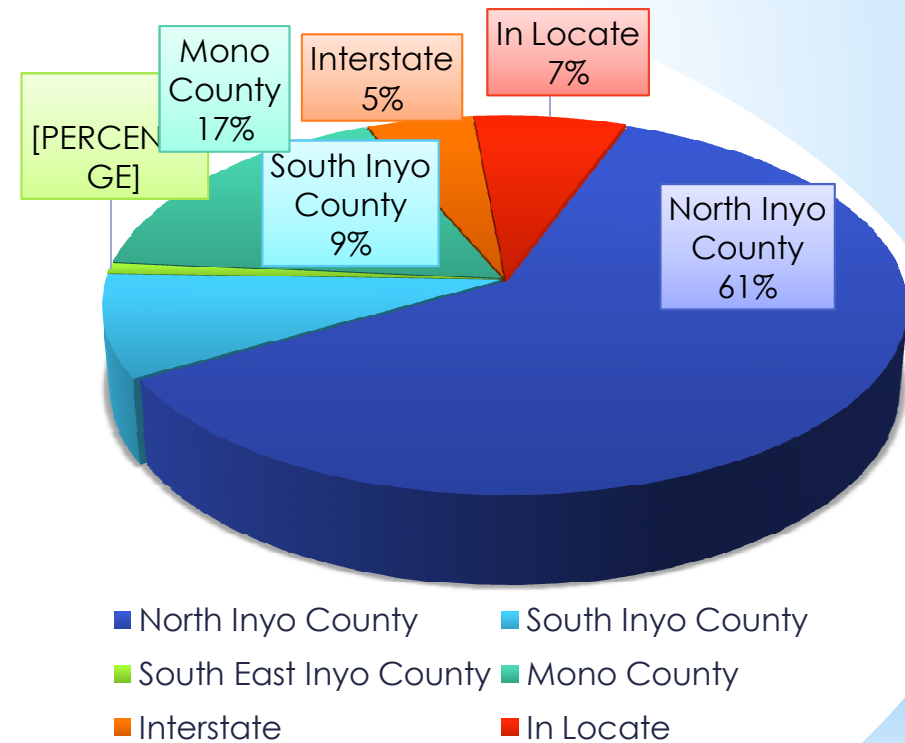


**Total Distributed Collections FFY
Oct. 2017-Sept. 2018:**

- Inyo County-**\$1,824,789**
- Mono County- **\$842,092**
- Total- **\$ 2,666,881**

A Snapshot of our Caseload:

- Number of Inyo Cases: 942
- Children served: 798
- Number of Mono Cases: 232
- Children served: 244
- **Total Caseload: 1174**



How do we work with employers?

Child Support Services partners with employers to provide for the support of our families by assisting with filling out forms and answering questions. We do this by:

- Chamber of Commerce Outreach
- Job Fair participation and outreach
- Dedicated point of contact to assist with child support questions and paperwork.
- Proactive employer outreach to follow up on Income Withholding Orders to answer questions.



What is our Allocation?

Annually, we are allocated \$1,389,595 from the State Department of Child Support Services to run our regional program.

While our State funding has remained relatively unchanged since 2002 – we may see changes in the future.



How Much Do We Recoup for the Government?

RECOVERY OF PUBLIC ASSISTANCE:

* **Inyo County FFY Oct. 2017-Sept. 2018**

Combined State/Federal/County Total
Recoupment:

State- \$77,837.58

Federal- \$78,953.79

County- \$11,333.90

* **Mono County FFY Oct. Sept. 2018**

Combined State/Federal/County Total
Recoupment:

State- \$ 8,833.27

Federal- \$10,957.05

County- \$2,123.95



Funding Updates:

Local Child Support Funding in the 2019-2020 State Budget

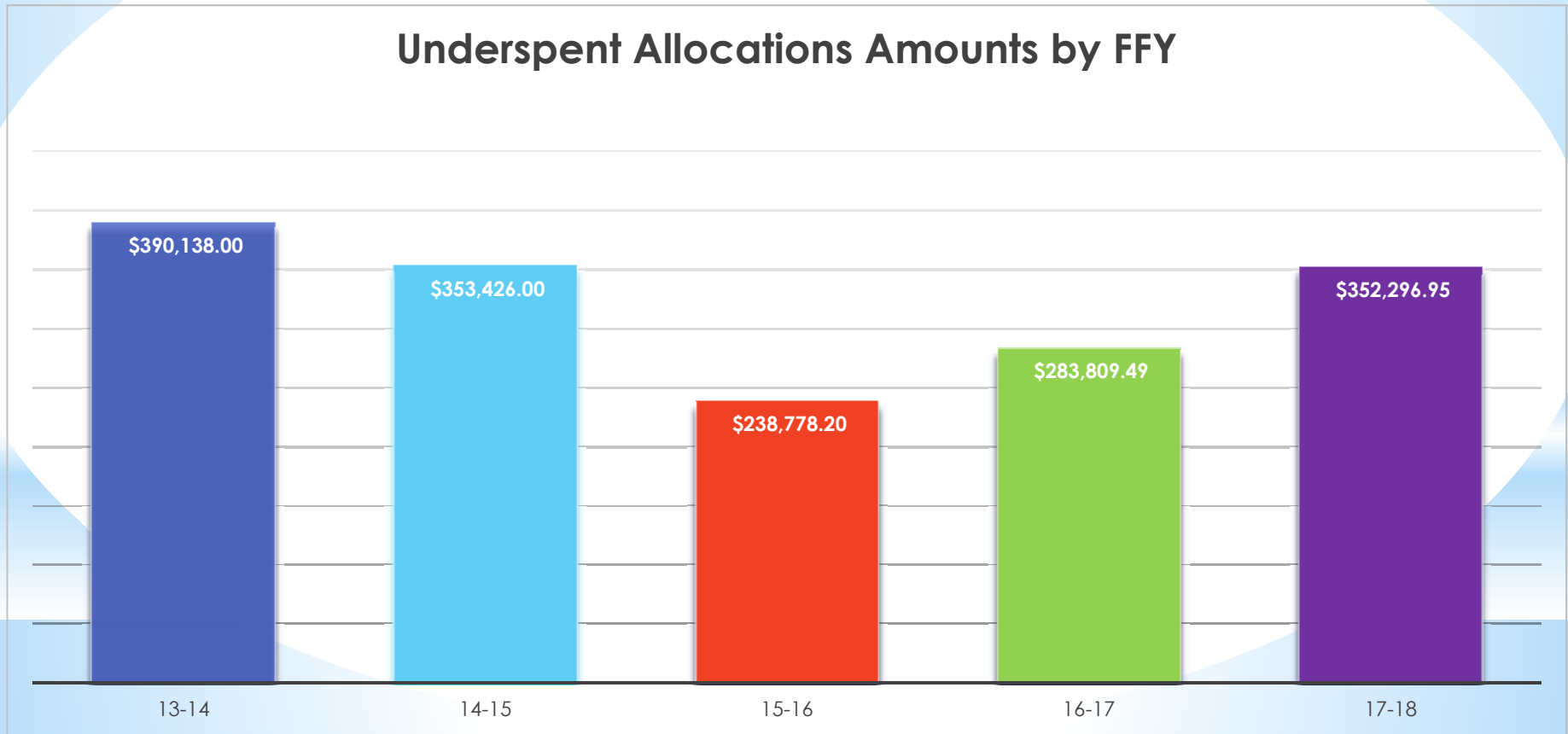
- Includes an additional local child support administration funding of \$56.5 Million above last years' amounts.
 - Anticipated trailer bill language will likely direct the State Department of Child Support Services to work with the Child Support Director's Association to codify the recently developed local child support funding methodology so that it can be added to the Family Code as part of the 2020-2021 budget process.
 - **The Department of Child Support Services has proposed a Level of Effort funding methodology based on FTE to caseload ratio. This methodology *could* impact our allocation in the future.**



How Have We Reduced Expenditures Since Regionalization?

Over the last five federal fiscal years we have under-expended our allocation by \$1,618,448.64

Underspent Allocations Amounts by FFY







OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 20, 2019

Departments: County Counsel, Community Development Department

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD Jason Canger, Wendy Sugimura

SUBJECT Presentation on Status of Owens Valley Groundwater Management Authority

AGENDA DESCRIPTION:

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

Presentation on Owens Valley Groundwater Authority and Implications Related to Administrative Decisions by the California Department of Water Resources.

RECOMMENDED ACTION:

None; informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Jason Canger

PHONE/EMAIL: 9492122216 / jcanger@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
8/16/2019 11:10 AM	County Administrative Office	Yes
8/16/2019 1:05 PM	County Counsel	Yes
8/15/2019 8:30 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 20, 2019

Departments: Public Works

TIME REQUIRED	15 minutes (5 minutes presentation, 10 minutes discussion)	PERSONS APPEARING BEFORE THE BOARD	Kalen Dodd
SUBJECT	Contract Award for Hackney Drive and South Landing Road Project		

AGENDA DESCRIPTION:

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

These projects will rehabilitate Hackney Drive from Highway 395 to the Walker Senior Center and provide an asphalt overlay on South Landing Road from Highway 395 to Crowley Lake Drive in the community of Crowley Lake.

RECOMMENDED ACTION:

1) Identify Qualcon Contractors, Inc. as the lowest responsive bidder for the Hackney Drive and South Landing Road Projects [Projects 9307 and 9308]; 2) Authorize the Public Works Director to execute a contract in a form approved by County Counsel with Qualcon Contractors, Inc., for the Projects in an amount not to exceed \$917,304.50, which includes Base Bid A and Bid Alternate B; and 3) Authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$58,365 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

The base bid A \$866,754.50 is funded with SB1 Road Maintenance and Rehabilitation Account (RMRA) funds. Contractor payments for base bid A 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 SB1 funding currently earmarked for this project. Bid Alternate B will pave the Walker Senior Center parking lot and will be funded with \$50,550 from the Capital Improvement Program budget.

CONTACT NAME: Kalen Dodd

PHONE/EMAIL: 760 932 5452 / kdodd@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Exhibit 1
Exhibit 2 - Contract

History

Time	Who	Approval
8/16/2019 10:26 AM	County Administrative Office	Yes
8/16/2019 12:28 PM	County Counsel	Yes
8/16/2019 12:59 PM	Finance	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

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

Date: August 20, 2019
To: Honorable Chair and Members of the Board of Supervisors
From: Kalen Dodd, Associate Engineer
Re: Contract Award for Hackney Drive and South Landing Road Projects

Recommended Action:

- 1) Identify Qualcon Contractors, Inc. as the lowest responsive bidder for the Hackney Drive and South Landing Road Projects [Projects 9307 and 9308]; and
- 2) Authorize the Public Works Director to execute a contract in a form approved by County Counsel with Qualcon Contractors, Inc. for the Projects in an amount not to exceed \$917,304.50, which includes Base Bid A and Bid Alternate B; and
- 3) Authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$58,365 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Fiscal Impact:

The base bid A \$866,754.50 is funded with SB1 Road Maintenance and Rehabilitation Account (RMRA) funds. Contractor payments for Base Bid A 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 County Road Fund as a condition of retaining SB1 funding currently earmarked for these Projects.

Bid Alternate B will pave the Walker Senior Center parking lot and will be funded with \$50,550 from the County Capital Improvement Program budget.

Strategic Plan Focus Area: Infrastructure, Environmental Sustainability

Background:

These Projects were previously approved in the most recent 5-year Road Capital Improvement Program. The purpose of the Projects are to continue to preserve, protect, and maintain existing asphalt roads within the County.

The project manual, including the project plans, were approved at the Board meeting on July 16, 2019. Two bids were received for the Project prior to the August 7th, 2019 bid submission deadline. Bid tabulation attached as Exhibit 1.

The Base Bid A includes reconstruction of Hackney Drive, Shop Road, and Mule Deer Road in Walker, and overlay of South Landing Road south of US Highway 395 in Crowley Lake.

Bid Alternate B includes reconstruction of the Walker Senior Center parking lot.

Bid Alternate C would overlay the portion of South Landing Road north of US Highway 395 to the entrance of the Crowley Lake Fish Camp. Based on the bids received, the Public Works Department does not feel that adequate RMRA funds are budgeted to complete this portion of work at this time. Therefore, the Department recommends that the contract be awarded without Bid Alternate C.

Please contact me at 760.932.5452 or by email at kdodd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Kalen Dodd, PE
Associate Civil Engineer

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

Bid Tabulation

Hackney and South Landing Road Projects

Project No. 9307, 9308

Hackney Drive, Shop Road, Mule Deer Road (SB1 Eligible)			Base Bid	A	SPIESS		2:45pm	QUALCON		2:48pm
No	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price	
A1	Mobilization	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	
A2	Water Pollution Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
A3	Traffic Control, including Traffic Control Plan	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
A4	Grind / Pulverize / Grade Road (6" Depth)	5969	SY	\$ 11.25	\$ 67,151.25	\$ 9.00	\$ 53,721.00	\$ 9.00	\$ 53,721.00	
A5	Establish roadside earth swale	1913	LF	\$ 6.50	\$ 12,434.50	\$ 8.00	\$ 15,304.00	\$ 8.00	\$ 15,304.00	
A6	Hot Mix Asphalt (3-inch)	1007	TON	\$ 250.00	\$ 251,750.00	\$ 192.00	\$ 193,344.00	\$ 192.00	\$ 193,344.00	
A7	Shoulder Backing (AC Grindings)	3043	LF	\$ 4.25	\$ 12,932.75	\$ 4.00	\$ 12,172.00	\$ 4.00	\$ 12,172.00	
A8	Double 4" Centerline Paint	120	LF	\$ 3.00	\$ 360.00	\$ 2.00	\$ 240.00	\$ 2.00	\$ 240.00	
A9	6" Bike Lane Stripe White Paint	1286	LF	\$ 1.50	\$ 1,929.00	\$ 1.50	\$ 1,929.00	\$ 1.50	\$ 1,929.00	
A10	4" Parking Stall White Paint	1114	LF	\$ 1.50	\$ 1,671.00	\$ 1.00	\$ 1,114.00	\$ 1.00	\$ 1,114.00	
A11	Dashed 4" Yellow Centerline Paint	580	LF	\$ 1.50	\$ 870.00	\$ 1.00	\$ 580.00	\$ 1.00	\$ 580.00	
A12	Letter Paint Stencil	8	EA	\$ 100.00	\$ 800.00	\$ 200.00	\$ 1,600.00	\$ 200.00	\$ 1,600.00	
A13	ADA Parking Space Paint Stencil	6	EA	\$ 250.00	\$ 1,500.00	\$ 100.00	\$ 600.00	\$ 100.00	\$ 600.00	
A14	Stop Bar Paint	1	EA	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	
A15	High Visibility Crosswalk Paint	52	LF	\$ 45.00	\$ 2,340.00	\$ 10.00	\$ 520.00	\$ 10.00	\$ 520.00	
A16	Replace Sign	8	EA	\$ 300.00	\$ 2,400.00	\$ 1,200.00	\$ 9,600.00	\$ 1,200.00	\$ 9,600.00	
				Subtotal:	\$ 390,938.50	Subtotal:	\$ 395,924.00	Subtotal:	\$ 395,924.00	

Walker Senior Center (General Fund)			Alternate Bid	B	SPIESS		2:45pm	QUALCON		2:48pm
No	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price	
B17	Scarify / Recompact / Grade (6" Depth)	1222	SY	\$ 16.00	\$ 19,552.00	\$ 9.00	\$ 10,998.00	\$ 9.00	\$ 10,998.00	
B18	Hot Mix Asphalt (3-inch)	206	TON	\$ 250.00	\$ 51,500.00	\$ 192.00	\$ 39,552.00	\$ 192.00	\$ 39,552.00	
				Subtotal:	\$ 71,052.00	Subtotal:	\$ 50,550.00	Subtotal:	\$ 50,550.00	

South Landing Road South of 395 (SB1 Eligible)			Base Bid	A	SPIESS		2:45pm	QUALCON		2:48pm
No	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price	
A19	Water Pollution Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
A20	Traffic Control, including Traffic Control Plan	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	
A21	Grind Existing Asphalt (1.5" Depth)	6388	SY	\$ 4.25	\$ 27,149.00	\$ 4.50	\$ 28,746.00	\$ 4.50	\$ 28,746.00	
A22	Hot Mix Asphalt (1.5-inch)	1910	TON	\$ 257.00	\$ 490,870.00	\$ 165.00	\$ 315,150.00	\$ 165.00	\$ 315,150.00	
A23	Shoulder Backing (AC Grindings)	4587	LF	\$ 4.35	\$ 19,953.45	\$ 4.00	\$ 18,348.00	\$ 4.00	\$ 18,348.00	
A24	Geogrid interlayer	1000	SY	\$ 25.00	\$ 25,000.00	\$ 18.00	\$ 18,000.00	\$ 18.00	\$ 18,000.00	
A25	6" Bike Lane Stripe	8719	LF	\$ 1.50	\$ 13,078.50	\$ 1.50	\$ 13,078.50	\$ 1.50	\$ 13,078.50	
A26	Double 4" Centerline Paint	4354	LF	\$ 3.00	\$ 13,062.00	\$ 2.00	\$ 8,708.00	\$ 2.00	\$ 8,708.00	
A27	Letter Paint Stencil	10	EA	\$ 100.00	\$ 1,000.00	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00	
A28	Stop Bar Paint	2	EA	\$ 300.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	
A29	High Visibility Crosswalk Paint	60	LF	\$ 45.00	\$ 2,700.00	\$ 10.00	\$ 600.00	\$ 10.00	\$ 600.00	
A30	Replace Sign	9	EA	\$ 300.00	\$ 2,700.00	\$ 1,200.00	\$ 10,800.00	\$ 1,200.00	\$ 10,800.00	
				Subtotal:	\$ 638,612.95	Subtotal:	\$ 470,830.50	Subtotal:	\$ 470,830.50	

South Landing Road North of 395 (SB1 Eligible)			Alternate Bid	C	SPIESS		2:45pm	QUALCON		2:48pm
No	Item	Quantity	Units	Price per Unit	Item Price	Price per Unit	Item Price	Price per Unit	Item Price	
C30	Grind Existing Asphalt (1.5" Depth)	301	SY	\$ 4.25	\$ 1,279.25	\$ 4.50	\$ 1,354.50	\$ 4.50	\$ 1,354.50	
C31	Hot Mix Asphalt (1.5-inch)	318	TON	\$ 257.00	\$ 81,726.00	\$ 165.00	\$ 52,470.00	\$ 165.00	\$ 52,470.00	
C32	Shoulder Backing (AC Grindings)	914	LF	\$ 4.25	\$ 3,884.50	\$ 4.00	\$ 3,656.00	\$ 4.00	\$ 3,656.00	
C33	Geogrid interlayer	100	SY	\$ 25.00	\$ 2,500.00	\$ 18.00	\$ 1,800.00	\$ 18.00	\$ 1,800.00	
C34	6" Bike Lane Stripe	2791	LF	\$ 1.50	\$ 4,186.50	\$ 1.50	\$ 4,186.50	\$ 1.50	\$ 4,186.50	
C35	Double 4" Centerline Paint	1500	LF	\$ 3.00	\$ 4,500.00	\$ 2.00	\$ 3,000.00	\$ 2.00	\$ 3,000.00	
C36	Letter Paint Stencil	2	EA	\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	
				Subtotal:	\$ 98,276.25	Subtotal:	\$ 66,867.00	Subtotal:	\$ 66,867.00	

GRAND TOTALS	\$ 1,198,879.70	\$ 984,171.50
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**AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS, INC.
FOR CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH
LANDING ROAD PROJECTS**

INTRODUCTION

WHEREAS, the County of Mono (“County”), a political subdivision of the State of California, may have the need for construction services related to the Hackney Drive and South Landing Road Projects of Qualcon Contractors, Inc., a Nevada corporation of Minden, Nevada (“Contractor”). Hereinafter, County and Contract may be referred to individually as a “Party” and collectively as the “Parties”. In consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from August 20, 2019 to July 31, 2020 unless sooner terminated as provided below.

3. CONSIDERATION

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$917,304.00, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (collectively, the "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 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 Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or

manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

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

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than Five Million and No/100 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/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 Five Million and No/100 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 Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million and No/100 Dollars (\$1,000,000.00) per claim or occurrence or Two Million and No/100 Dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

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

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

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

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

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

If to County:

Mono County Public Works Department
Attn: Public Works Director
74 North School Street
P.O. Box 457
Bridgeport, CA 93517
PHONE: (760) 932-5440

If to Contractor:

Qualcon Contractors, Inc.
Attn: Pierra Ithurburu
P.O. Box 2889
Minden, NV 89423
PHONE: (775) 782-2006

25. COUNTERPARTS

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

26. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE LAST DAY PROVIDED BELOW.

COUNTY OF MONO

QUALCON CONSTRUCTION, INC.

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS, INC.
FOR CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH
LANDING ROAD PROJECTS**

TERM:

FROM: August 20, 2019 TO: July 31, 2020

SCOPE OF WORK:

The Scope of Work to be performed by Contract shall consist of the tasks comprising the Base Bid A and Bid Alternate B as shown on the Plans, Specifications, and Contract Documents prepared by County for the Hackney Drive and South Landing Road Projects. The Plans, Specifications, and Contract Documents were included in the Invitations for Bids and Project Manual for Hackney Drive and South Land Road Projects [Projects 9307 and 9308], for which Contractor submitted a bid. The Plans, Specifications, and Contract Documents are available for review at County's Public Works Department in Bridgeport, California.

Tasks performed in completing the Scope of Work shall follow generally accepted practices for the construction industry and shall meet the minimum requirement and guidelines established by the Plans, Specifications, and Contract Documents.

Tasks not explicitly stated or called for, but that can be reasonably inferred to be necessary for the work to be complete and functional for the intended purpose, in accordance with generally accepted practices shall be included in the scope of work.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS, INC.
FOR CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH
LANDING ROAD PROJECTS**

TERM:

FROM: August 20, 2019 TO: July 31, 2020

SCHEDULE OF FEES:

County will pay to Contractor the unit price stated in Contractor's Proposal Forms, Bid Schedule, pages BD-3 through BD-5, submitted in response to the Invitations for Bids and Project Manual for Hackney Drive and South Land Road Projects [Projects 9307 and 9308] for the number of units of each item complete and in-place and conforming to the Plans, Specifications, and Contract Documents, as determined by the County.

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

EXHIBIT 1

AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS, INC. FOR CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

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 case of conflict between the Agreement, any Attachments to the Agreement, any Special Provisions, Project Plans, Technical Specifications, Quality Assurance Program (QAP) Plan, Standard Plans or Standard Specifications or other portions of the Contract Documents, including the Invitation for Bids and Instructions to Bidders, the more specific 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.

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.

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

2.2 OTHER PROJECTS.

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

2.3 PROTECTION OF PROPERTY.

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

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

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

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

2.4 ENVIRONMENTAL PROTECTION.

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

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

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

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

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor to either 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 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 Governmentwide Debarment and Suspension (nonprocurement)", 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 manufacturer appears, it shall be understood to specify the product so identified or its “Approved Equal.” The words “Or Equal” or “Approved Equal” shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract or as otherwise permitted in writing by the Engineer.

8.3 STORAGE OF MATERIALS.

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

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

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

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

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

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

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

9.3 CONSTRUCTION SITE NUISANCE.

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

9.4 PUBLIC CONVENIENCE AND SAFETY.

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

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

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

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

9.6 PERMITS.

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

County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

9.7 CONSTRUCTION LAYOUT AND STAKES.

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 time frames.

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 [Click here to enter text](#). 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 \$[Click here to enter text.](#) per day, as liquidated damages, for each and every calendar 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 12-20 available at http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/lapmcomplete-2-2012.pdf.

14.3 BREACH.

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

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

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

EXHIBIT 2

AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS, INC. FOR CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

PREVAILING WAGES AS OF: August 20, 2019

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 Section 1771 of the California Labor Code, 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 of this Agreement that constitute a public work. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is included at the end of this Exhibit.

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"). 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 Section 1777.5 of the California Labor Code, 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. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars (\$50.00) 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 subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, 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 the Scope of Work (Attachment A) 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. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

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 the Scope of Work (Attachment A) of this Agreement that constitute a public work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, 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 the Scope of Work (Attachment A) of this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one 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 the Scope of Work (Attachment A) 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. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

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 the Scope of Work (Attachment A) 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 Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors 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 the Scope of Work (Attachment A) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

L. Registration with DIR and Compliance Monitoring.

Under Labor Code section 1725.5, no contractor or subcontractor may be listed in a bid proposal (with limited exceptions stated in Labor Code section 1771.1) 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 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

- (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 fifty dollars (\$50) 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 ten dollars (\$10) 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 twenty dollars (\$20) 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 thirty dollars (\$30) 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) When 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.

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- (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 Sections 1771, 1775, 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.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

- (a) Each contractor and subcontractor 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 public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)

(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) 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.

(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) When 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) Prior to 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 that can supply 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 where the contractor agrees to be bound by those standards, but, 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. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, 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 that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that 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 Chief of the Division of Apprenticeship Standards 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) When 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.

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- (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) 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 Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
- (A) 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.
- (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
- (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (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. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (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) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees

of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS, INC. FOR CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

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 Public Works Director 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 the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the 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 the County 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

SAMPLE PERFORMANCE BOND

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

MONO COUNTY HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS as described on the Plans, Specifications, and Contract Documents.

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

SAMPLE PAYMENT BOND

WHEREAS, The County of Mono, acting by and through the 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:

MONO COUNTY HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS as described on the Plans, Specifications, and Contract Documents.

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

**COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
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 MONO COUNTY HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS such
that it is free from defects in materials and workmanship for a period of one year commencing on

_____ (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

EXHIBIT 4

AGREEMENT BETWEEN COUNTY OF MONO AND QUALCON CONTRACTORS, INC. FOR CONSTRUCTION SERVICES RELATED TO THE HACKNEY DRIVE AND SOUTH LANDING ROAD PROJECTS

INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to the 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 the 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 pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by the County. Additionally, the making of one or more progress payments shall not be construed as approval of the work performed by the Contractor. Should Contractor submit an improper payment request, the 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 the 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 Sections 20104.50 and 9203 of the Public Contract Code, County shall retain 5% of each progress payment until the project is completed unless, at any time after 50 percent 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 Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the 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 the County records the Notice of Completion.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 20, 2019

Departments: Public Works

TIME REQUIRED 20 minutes

SUBJECT Civic Center Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tony Dublino, Director of Public Works

AGENDA DESCRIPTION:

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

Update on the Mono County Civic Center project at 96 Thompson Way, Mammoth Lakes, CA., 93546.

RECOMMENDED ACTION:

None. Informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5459 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report

History

Time	Who	Approval
8/16/2019 10:23 AM	County Administrative Office	Yes
8/16/2019 9:02 AM	County Counsel	Yes
8/15/2019 8:26 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: August 20, 2019
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Director of Public Works
Subject: Mono County Civic Center – Monthly Update

The following information is intended to inform the Board and the public about the current status of the Civic Center project.

Current Status

Permit Submittals and Issuance

The revised Package 3 of 3 was submitted on August 13. This third and final package details the interior components of the building and the landscaping and site plans for the surrounding areas.

Construction

As of the time of this writing, the concrete wall panels have been tilted into place, and the steel roof structure and second floor structures are being placed, welded and bolted. By today's date, all the steel should be in place and the building will have taken on its overall shape and mass. Between today's update and the September update, construction crews will be working on final site grading, utility installations, and completing awnings around the building. Winterization (roofing, windows and doors) will occur throughout October.

Construction Manager

The County has executed a contract with Vanir Construction to provide additional construction management support. Meetings are occurring weekly, and they are providing valuable expertise on issues as they arise.

Interagency Coordination

License Agreement with Southern Mono Healthcare District (SMHD)

The County has been working towards a license agreement with the SMHD that will enable the contractors to work on a portion of SMHD property that abuts the County's southern property boundary. The work is necessary to grade a slope between the elevation of the SMHD property, and the County's future parking lot. The SMHD Board is expected to approve the Agreement (in concept) at its August 15 Board meeting. The County has delegated the authority to enter such an agreement to the CAO, so the Board will not need to directly approve.

Encroachment Permit with Town of Mammoth Lakes

The County is also seeking an encroachment permit with the Town to deal with the same difference in elevation along the Southern property boundary.

MCWD Development Agreement

The Board approved the Development Agreement with MCWD at its August 13th Board meeting. As of today's meeting, the Agreement should have been effectuated by the MCWD.

Design

The main effort relating to design at this time is to consider the building's finishes: paint colors, wood trim types, carpet selection, tile selection, cabinetry, fixtures, etc. The design team has made informed recommendations in all these areas, and staff is reviewing for any concerns before approving.

Budget and Estimate

Budget continues to be a major focus of this project. The most recent budget meeting was last week, on Tuesday August 13th. The current project estimate is \$21,162,648.

This total includes a contingency of \$655,000, so if the contingency is removed, the project is (estimated) over budget by \$7,648.

The Board will note the budget has come much closer to being on-target. This is due to several bids coming over the last month at or below estimates, but mainly due to one bid that was received for the build-out of the interior walls, insulation and drywall. Over the last few months, bids had far exceeded estimates for this work but our Design-Build partners succeeded in finding an interested sub-contractor who bid the work very close to the estimate. This one bid shaved approximately \$300,000 from the estimated budget.

As the project moves forward, there are fewer areas of budget risk. At this point there are only a few areas of work that is not under contract.

Value Engineering

Noteworthy decisions on the Value Engineering front include the elimination of operable partitions that would have create the option for additional (smaller-sized) conference rooms, and the decisions to go forward with composite shingle roofing instead of standing seam metal.

Operable windows have been included in the design and are included in the above cost estimate. Not every window will be operable—in open offices there will be some operable and some fixed—but every individual office will have an operable window, and every open office space will have at least one operable window.

Schedule

With continuing good weather and quick work on the tilt-up and steel placement, the project has caught back up to the main schedule. Confidence remains that the building will be 'dried in' by October.

The scheduled date for substantial completion of the project remains February 2020.

If you have any questions regarding this item, please contact Tony Dublino at tdublino@mono.ca.gov (760) 932-5459.

Respectfully submitted,

A handwritten signature in blue ink that reads "Tony Dublino". The signature is written in a cursive, flowing style.

Tony Dublino / Director of Public Works



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 20, 2019

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: Use of Memorial Hall Exercise Facility by Adult Children of Employees.

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
8/16/2019 10:23 AM	County Administrative Office	Yes
8/16/2019 9:05 AM	County Counsel	Yes
8/15/2019 8:23 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 20, 2019

TIME REQUIRED

SUBJECT Closed Session - Real Property
Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 172 Davison Street, Mammoth Lakes. Agency negotiators: Stacey Simon, Jenn Lopez, Erik Ramakrishnan. Negotiating parties: County and Silver State Investors. Under negotiation: Price and Terms of sale.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
8/16/2019 10:24 AM	County Administrative Office	Yes
8/16/2019 9:04 AM	County Counsel	Yes
8/5/2019 5:13 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 20, 2019

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, 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:

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No Attachments Available

History

Time

Who

Approval