



# **AGENDA**

## **BOARD OF SUPERVISORS, COUNTY OF MONO**

### **STATE OF CALIFORNIA**

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

### **Regular Meeting**

#### **April 8, 2025**

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### **TRIBAL LAND ACKNOWLEDGMENT**

*In respect to the Indigenous People and Tribal Elders, past, and present, the Bridgeport Indian Colony, Mono Lake Kootzaduka'a Tribe, and Utu Utu Gwaitu Tribe are the Indigenous People who live within this, their ancestral homeland from time immemorial to the present and have been the caretakers of these lands, waters, and all natural resources for the benefit of the environment and of all living things. We who live in Mono County offer this land acknowledgment with a spirit of mutual respect and collaboration.*

### **TELECONFERENCE INFORMATION**

This meeting will be held in person at the location listed above. Additionally, a teleconference location will be available where the public and members of the Board may participate by electronic means.

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
3. Zoom Webinar. Absent participation by a member of the Board under AB 2449, the Zoom Webinar is provided as a courtesy participation method but is not guaranteed.

Members of the public may participate in person at the above listed locations, or, if available, via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/83537511698> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 835 3751 1698.

To provide public comment, press the "Raise Hand" button on your screen.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Zoom Webinar 835 3751 1698

To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

Additionally, if available, you may view the live stream of the meeting by visiting:

[https://monocounty.granicus.com/MediaPlayer.php?publish\\_id=c3e9b929-0822-4611-8e6a-551b5fb41c5b](https://monocounty.granicus.com/MediaPlayer.php?publish_id=c3e9b929-0822-4611-8e6a-551b5fb41c5b)

**NOTE:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in

this meeting, please contact the Clerk of the Board at (760) 932-5530 or [bos@mono.ca.gov](mailto:bos@mono.ca.gov). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online at <http://monocounty.ca.gov/bos>. Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

***UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.***

9:00 AM      Call meeting to Order

Pledge of Allegiance

**1.      OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

**2.      RECOGNITIONS - NONE**

**3.      COUNTY ADMINISTRATIVE OFFICER**

CAO Report regarding Board Assignments

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

**4.      DEPARTMENT/COMMISSION REPORTS**

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

**5.      CONSENT AGENDA**

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

**A.      Budget Adjustments for Fiscal Year (FY) 2024-25 involving the Sustainable Outdoor Recreation program and Fleet services**

Departments: Public Works

This item is a request for three budget adjustments overall increasing appropriations by \$83,065, funded by \$15,000 of geothermal royalties and \$68,065 of insurance reimbursements. First is an adjustment to the Sustainable Outdoors Recreation program and Fleet Services to purchase a trailer approved in the prior fiscal year but not rebudgeted in the current fiscal year. Second is an adjustment to Fleet services for vehicle replacement resulting from vehicle



casualties and reimbursed by insurance. Third is an adjustment to Fleet services for vehicle maintenance and reimbursed by insurance.

**Recommended Action:** Approve budget adjustments as presented, or amended (requires 4/5ths approval).

**Fiscal Impact:** Overall budget increase of \$15,000 to the Sustainable Outdoors Recreation program funded by geothermal royalties. Overall budget increase of \$68,065 to Fleet services for vehicle replacement and repairs, funded by insurance reimbursements and a transfer from geothermal royalties.

**B. Tarzana Treatment Centers, Inc. Contract Amendment**

Departments: Behavioral Health

Proposed contract amendment to increase the contract limit with Tarzana Treatment Centers, Inc. pertaining to Residential Substance Use Disorder Treatment Services.

**Recommended Action:** Approve and authorize Chair to sign contract amendment with Tarzana Treatment Centers, Inc. for Residential Substance Use Disorder Treatment Services for the period July 1, 2023, through June 30, 2025, and a not-to-exceed amount of \$225,000.

**Fiscal Impact:** This amendment proposes to increase the 12 month not to exceed amount from \$75,000 to \$150,000 for each year. This increases the total 2-year contract not to exceed amount from \$150,000 to \$225,000. A combination of Substance Use Block Grant (SUBG) and 2011 Realignment funds will pay for the contract increase.

**C. Contract between the County of Inyo and the County of Mono for the Provision of Senior Services**

Departments: Health and Human Services

Proposed contract with the County of Inyo pertaining to the provision of Senior Services.

**Recommended Action:** Approve and authorize Chair to sign contract with the County of Inyo for the provision of Senior Services for the period July 1, 2024, through June 30, 2025 and authorize the Department to agree to extensions through June 30, 2027, with a not-to-exceed amount of \$1,000,000.

**Fiscal Impact:** The total agreement amount for July 1, 2024, through June 30, 2025 with two one year extension options is a total not-to-exceed of \$1,000,000, an increase of \$75,083 over the previous cycle, added to provide flexibility when new additional funding becomes available and at the request of Inyo County.

**D. Guardrail Replacement Project Phase 1**

Departments: Public Works

Authorization to bid and award the county wide Guardrail Replacement Project Phase 1.

**Recommended Action:** 1. Approve the attached bid package and authorize the Public Works Department to advertise for bids. 2. Authorize the Public Works Director to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount less than or equal to available project funds. 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, 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. 4. Authorize the Public Works Director to reject all bids, as permitted by Public Contracting Code requirements. 5. Determine that the project is exempt from the California Environmental Quality Act under Section 15301 as a Class 1 Exemption.

**Fiscal Impact:** Total programmed state funding for construction is \$975,000 in the Highway Safety Improvement Program (HSIP). State reimbursement is 100 percent funded with HSIP state funds; no local match is required. If needed, local transportation funds (SB1 / RMRA) will be applied to this project to supplement construction and to provide funds for contingency and construction engineering. Exact costs will be based on actual bids received. There will be no impact to the General Fund for construction of this project.

**E. Contract with Cadence Team, Inc. for the Purchase of Replacement Network equipment**

Departments: Information Technology

Proposed contract with Cadence Team, Inc. pertaining to purchase of replacement network equipment.

**Recommended Action:** Approve, and authorize Chair to sign, contract with Cadence Team, Inc. for the purchase of replacement network equipment for the period April 8, 2025 through April 8, 2026 and a not-to-exceed amount of \$103,582.

**Fiscal Impact:** This purchase of \$103,582 is included in the Tech Refresh Internal Service Fund budget for fiscal year 2024-25. Unspent appropriations, if any, will be included in the department's budget proposal for fiscal year 2025-26.

**6. CORRESPONDENCE RECEIVED**

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

**A. Correspondence Sent Regarding the Letter of Support for YARTS Request for Community Project Funding**

Executed Mono County letter of support for YARTS' request for community project funding through Fiscal Year 2026 appropriations for additional over-the-road coaches for its fleet.

**7. REGULAR AGENDA - MORNING**

**A. Public Health Officer Update on Hantavirus in Mono County**

Departments: Health and Human Services

30 minutes

(Dr. Tom Boo, Mono County Public Health Officer) - Dr. Tom Boo, Mono County Public Health Officer, will provide a status update on the status of hantavirus in Mono County.

**Recommended Action:** None, informational only.

**Fiscal Impact:** None.

**B. Overview of Eastern Sierra Council of Governments (ESCOG) Activities**

Departments: County Administrative Office

30 minutes

(Elaine Kabala, ESCOG Executive Director) - Eastern Sierra Council of Governments (ESCOG) presentation regarding the recent ESCOG activities; an overview of the Strategic Board Retreat outcomes and anticipated 2025-2026 activities. Request for resolution known as, "ESCOG: Community Economic Resilience Fund Pilot Program".

**Recommended Action:** Adopt proposed resolution.

**Fiscal Impact:** None.

**C. California's Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience Presentation**

Departments: Public Works - Sustainable Outdoors and Recreation and Office of Emergency Services

40 minutes

(Marcella Rose, Sustainable Recreation Manager; Wendilyn Grasseschi, Wildfire Mitigation Coordinator; Liz Grans, Director of Economic Development and Tourism) - Presentation by Marcella Rose and Wendilyn Grasseschi regarding discussion and proposed adoption of the California Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience.

**Recommended Action:** Adopt the Joint Strategy as a guiding document. Provide any desired direction to staff.

**Fiscal Impact:** None.

**D. Mono County Sustainable Outdoors and Recreation Update**

Departments: Public Works - Sustainable Outdoors and Recreation

30 minutes

(Marcella Rose, Sustainable Recreation Manager) - Presentation by Marcella Rose to provide updates regarding developments and projects of the Sustainable Outdoors and Recreation division.

**Recommended Action:** None, informational only. Provide any desired direction to staff.

**Fiscal Impact:** None.

**E. Restructure the Engineering Division of Public Works**

Departments: Human Resources

10 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution to restructure the Engineering Division of Public Works, creating a separate division of Sustainable Outdoors and Recreation (SOAR). Reclassify the Sustainable Recreation Manager to Sustainable Recreational Superintendent, create the position of Sustainable Recreation Coordinator and rename the Trail Stewards to Recreation Stewards.

**Recommended Action:** 1. Adopt a resolution creating the “Sustainable Outdoors and Recreation” (SOAR) division within the department of Mono County Public Works; amending the allocation list to remove one Sustainable Recreation Manager, add one Sustainable Recreation Superintendent, and add one Sustainable Recreation Coordinator. 2. Announce the fiscal impact for the Sustainable Recreation Superintendent position. Adopt a resolution and approve the Employment agreement reclassifying the current Sustainable Recreation Manager to Sustainable Recreation Superintendent compensated at the At-Will 2025 Management Salary Matrix Range of 114. 3. Approve a minute order renaming the allocations of “Trail Stewards” to “Recreation Stewards” to better reflect duties performed.

**Fiscal Impact:** The annual salary for the Sustainable Recreation Superintendent is \$139,051, of which \$104,000 is salary and \$35,051 is benefits. The salary increase for the remainder of the year is \$5,862 of which \$4,950 is salary and \$912 is benefits. The annual salary for the Sustainable Recreation Coordinator is \$95,820, of which \$67,496 is salary and \$28,324 is benefits. The remaining costs for the fiscal year will depend on when the position is filled. These positions are not funded through the general fund, and are supported through funds from the grants, LTC Funds, CSA1 and geothermal royalties.

**F. 2025 Civic Center Area Construction**

Departments: Public Works

20 minutes

(Paul Roten, Public Works Director) - Presentation by Paul Roten, Mono County Public Works Director, regarding schedule and impacts of upcoming construction projects in the vicinity of the Mono County Civic Center in Mammoth Lakes, California.

**Recommended Action:** None, informational only. Provide any desired direction to staff.

**Fiscal Impact:** None.

**G. Agreement Regarding Terms and Conditions of Employment for Part-Time Building Official**

Departments: Community Development - Building

5 minutes

(Wendy Sugimura, Community Development Director) - Proposed resolution approving a contract with Tom Perry as part-time Building Official and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Adopt proposed resolution, approving a contract with Tom Perry as part-time Building Official, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The estimated cost of this position for the remainder of the fiscal year is \$30,186, of which \$29,341 is salary and \$845 is payroll taxes. The total cost of salary for an entire fiscal year is approximately \$40,249, of which \$39,122 is salary and \$1,127 is payroll taxes. Costs are included in the Department's FY 24/25 budget, and going forward COLA increases will be included in the annual budget.

**H. Agreement Regarding Terms and Conditions of Employment for Deputy County Counsel**

Departments: County Counsel

5 minutes

(Chris Beck, County Counsel) - Proposed resolution approving a contract with Janet Carson as Deputy County Counsel, and prescribing the compensation, appointment, and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Adopt proposed resolution, approving a contract with Janet Carson as Deputy County Counsel, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The estimated cost for the remainder of the fiscal year is \$29,477, of which \$21,660 is salary and \$7,817 is benefits. The total cost of the

Deputy County Counsel is \$191,018, of which \$161,346 is salary and \$29,672 is benefits. This is a General Fund cost and is included in the County Counsel Department's fiscal year 2024-25 budget.

**I. Proposed Purchase of 85 Kirkwood Street, Bridgeport, CA 93517 - Parcel No. 008-092-006-000**

Departments: County Administrative Office

10 minutes

(Sandra Moberly, County Administrative Officer) - Proposed resolution authorizing the purchase of real property at 85 Kirkwood Street, Bridgeport, CA 93517 (Parcel No. 008-092-006-000).

**Recommended Action:** Adopt proposed resolution authorizing the purchase of the property located at 85 Kirkwood Street, Bridgeport, CA 93517 (Parcel 008-092-006-000) and determining that the purchase of the property is exempt from review under the California Environmental Quality Act under CEQA Guidelines Section 15061(b)(3). Provide any desired direction to staff.

**Fiscal Impact:** Purchase of this housing asset is \$407,269 using monies available in the County's affordable housing fund (balance of \$3,294,850) and/or the Local Housing Trust Fund (balance of \$672,994). Sufficient appropriations for fiscal year 2024-25 remain to make this purchase. An additional unknown amount of costs may be necessary to ready the asset for use and to deed restrict the property.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Oliver Yee, Christopher Beck, Janet Dutcher, and Christine Bouchard. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. employees: All.

**9. BOARD MEMBER REPORTS**

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

**A. Board Member and Board Ad Hoc Reports**

- Board Ad Hoc Arts Committee (Supervisor Peters, Supervisor Salcido)
- Board Chambers Ad Hoc Committee (Supervisor Peters, Supervisor Salcido)
- Emergency Medical Services Ad Hoc Committee (Supervisor Duggan,

- Supervisor Salcido)
- Housing Ad Hoc Committee (Supervisor Kreitz, Supervisor McFarland)
  - Tax Sharing Ad Hoc Committee (Supervisor Salcido)

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2025

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Budget Adjustments for Fiscal Year  
(FY) 2024-25 involving the  
Sustainable Outdoor Recreation  
program and Fleet services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

This item is a request for three budget adjustments overall increasing appropriations by \$83,065, funded by \$15,000 of geothermal royalties and \$68,065 of insurance reimbursements. First is an adjustment to the Sustainable Outdoors Recreation program and Fleet Services to purchase a trailer approved in the prior fiscal year but not rebudgeted in the current fiscal year. Second is an adjustment to Fleet services for vehicle replacement resulting from vehicle casualties and reimbursed by insurance. Third is an adjustment to Fleet services for vehicle maintenance and reimbursed by insurance.

### RECOMMENDED ACTION:

Approve budget adjustments as presented, or amended (requires 4/5ths approval).

### FISCAL IMPACT:

Overall budget increase of \$15,000 to the Sustainable Outdoors Recreation program funded by geothermal royalties.  
Overall budget increase of \$68,065 to Fleet services for vehicle replacement and repairs, funded by insurance reimbursements and a transfer from geothermal royalties.

**CONTACT NAME:** Karyn Spears

**PHONE/EMAIL:** 760 616 4651 / kspears@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

Click to download
<a href="#">Fleet ATR Staff</a>
<a href="#">ATR Rec 1</a>
<a href="#">ATR Fleet 2</a>



## History

Time	Who	Approval
4/2/2025 9:00 PM	County Counsel	Yes
4/3/2025 2:02 PM	Finance	Yes
4/3/2025 3:58 PM	County Administrative Office	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** April 08, 2025  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Karyn Spears, Assistant Public Works Director  
**Subject:** Public Works Budget adjustments in Fleet and Sustainable Outdoors

**Background:**

Sustainable outdoors needs a trailer for performing their work. The efficiency of the recreation division will be greatly improved with a work trailer to transport recreation equipment and tools to projects. The work trailer will improve the security of recreation tools and equipment. The BOS approved allocation of funds for this purchase in Spring 2024 (M24-050).

Public Works Motor Pool has had unforeseen damage to vehicles with insurance claims reimbursed to the Public Works Revenue Budget.

The Maintenance Budget has been affected by numerous accidents and vehicle failures beyond what was predicted.

**Discussion:**

Appropriation Transfer Request number 1 (ATR 1) - Outdoor Recreation Trailer

*\$15,000 operating transfers out of Geothermal in to Fleet*

With the availability of products, the purchase did not happen in that fiscal year. This ATR will adjust the budget to allow this important purchase to move forward.

Appropriation Transfer Request number 2 (ATR 2) - Fleet Expedition

*\$47,544.68 Insurance and \$15,000 from Sustainable Outdoors to Capital Outlay*

Earlier this year one Expedition was totaled. Insurance funds were placed into the revenue budget and now are being identified in the Capital Outlay Budget. This will allow the replacement vehicle purchase to move forward. Also, the fund transfer out from Sustainable Outdoors from ATR 1 above is now being added to Revenues and Expenditures in the Fleet Budget, so that the trailer purchase can move forward.

Appropriation Transfer Request number 3 (ATR3) - Maintenance Budget

*\$8307.72 Insurance and \$56,692.28 from Capital Outlay to Maintenance*

The Maintenance Budget has been affected by numerous accidents and vehicle failures beyond what was predicted. Insurance funds were placed into the revenue budget to cover repairs of a damaged vehicle, and Public Works Fleet is reducing the Capital Outlay budget to help with other vehicle failures that have occurred beyond expectations.

If you have any questions regarding this item, please contact Karyn Spears at (760)932-5443 or [kspears@mono.ca.gov](mailto:kspears@mono.ca.gov).

Respectfully submitted,

*Karyn Spears*

Karyn Spears, Assistant Director of Public Works



# 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](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Attachments: ATR 1, ATR 2 and ATR 3

**COUNTY OF MONO**  
**APPROPRIATION TRANSFER REQUEST**

<b>Department:</b>	Public Works Recreation	<b>Fiscal Year:</b>	24-25
<b>Budget Unit:</b>	108-27-194 Recreation	<b>Date:</b>	3/17/2025
<b>Prepared by:</b>	Karyn Spears	<b>Phone:</b>	760-616-4953

[illegible]

Expense adjustment					
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[illegible]

\$0.00

**COUNTY OF MONO**  
**APPROPRIATION TRANSFER REQUEST**

**Explanation**

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

**1 - Why was this not anticipated at time of Budget Development?**

This budget adjustment is being requested because the trailer purchase that was allocated in FY23-24 (\$15,000 per Minute Order M24-050) was not able to be purchased in FY23-24 due to administrative delays. The item in this ATR required Board approval to transfer funds to the correct account for forthcoming expenditures (ex. Capital Outlay: Fleet account).

**2 - Why are funds available for the budget adjustment? If total is not zero explain where funds are coming from and attach documentation of fund balance.**

Funds are available for the budget adjustment through the Geothermal royalty balance for the division.

**3 - Is this a non-recurring event or should this be reflected in next years budget?**

Non-recurring.

**Budget Request detail**

☐ Board Approval not required

☒ **Board Approval required**

☐ Request for Contingency

Please sign in order  
2025 April 8 - Public Works - ATR 1 of 3

1. Department Head - Signature

2. Budget Office - Signature

3. Finance Director - Signature

4. CAO Office - Signature

**COUNTY OF MONO**  
**APPROPRIATION TRANSFER REQUEST**

<b>Department:</b>	Public Works	<b>Fiscal Year:</b>	24-25
<b>Budget Unit:</b>	650-10-723	<b>Date:</b>	4/8/2025
<b>Prepared by:</b>	Karyn Spears	<b>Phone:</b>	5443

[illegible]

<b>Expense adjustment</b>	
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[illegible]

<b>Total (must be less than or equal to \$0)</b>	<b>\$0.00</b>
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**COUNTY OF MONO**  
**APPROPRIATION TRANSFER REQUEST**

**Explanation**

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

**1 - Why was this not anticipated at time of Budget Development?**

Unforeseen accidental damage and totalling of vehicles.

**2 - Why are funds available for the budget adjustment? If total is not zero explain where funds are coming from and attach documentation of fund balance.**

Public Works/Fleet has received insurance reimbursements for vehicles repaired and or replaced. Additional funding provided by Sustainable Outdoors for trailer purchase. These funds increase the revenues, then subsequently with this ATR will be used to increase expenses.

**3 - Is this a non-recurring event or should this be reflected in next years budget?**

Fleet purchases vary throughout the year due to unexpected events and we will do our best to predict these unexpected events.

**Budget Request detail**

☐ Board Approval not required

☒ **Board Approval required**

☐ Request for Contingency

Please sign in order

2025 April 8 - Public Works - ATR 2 of 3

1. Department Head - Signature

2. Budget Office - Signature

3. Finance Director - Signature

4. CAO Office - Signature

# COUNTY OF MONO

## APPROPRIATION TRANSFER REQUEST

<b>Department:</b>	Public Works	<b>Fiscal Year:</b>	24-25
<b>Budget Unit:</b>	650-10-723	<b>Date:</b>	4/1/2025
<b>Prepared by:</b>	Karyn Spears	<b>Phone:</b>	5443

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+/-	XXX-XX-XXX-XXXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
					\$0.00
+	650-10-723-17250	Miscellaneous Revenue	\$44,757.77	\$8,307.72	\$53,065.49
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
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### Expense adjustment

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+/-	XXX-XX-XXX-XXXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
					\$0.00
-	650-10-723-53010	Capital Outlay - Vehicles	\$1,703,757.77	(\$56,692.28)	\$1,647,065.49
					\$0.00
+	650-10-723-31200	Maintenance - Equipment	\$320,000.00	\$65,000.00	\$385,000.00
					\$0.00
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**Total (must be less than or equal to \$0)**

**\$0.00**



# COUNTY OF MONO

## APPROPRIATION TRANSFER REQUEST

### Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

#### 1 - Why was this not anticipated at time of Budget Development?

Repairs due to unforeseen incidents, shortage of mechanics creating the need for outside services, and inflation on outside labor and parts have contributed to the need for additional funds not budgeted.

#### 2 - Why are funds available for the budget adjustment? If total is not zero explain where funds are coming from and attach documentation of fund balance.

Limiting Vehicle Purchases to take care of Maintenance needs. Insurance paid claim for damages on Vehicle.

#### 3 - Is this a non-recurring event or should this be reflected in next years budget?

Each year we estimate the amount of parts and labor for outside services to increase. Looking at the costs incurred for these repairs and parts, we estimate the FY 25/26 budget will need to be increased by \$40,000.

### Budget Request detail

☐ Board Approval not required

☒ **Board Approval required**

☐ Request for Contingency

Please sign in order

2025 April 8 - Public Works - ATR 3 of 3

1. Department Head - Signature

2. Budget Office - Signature

3. Finance Director - Signature

4. CAO Office - Signature



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

 Print

**MEETING DATE** April 8, 2025

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Tarzana Treatment Centers, Inc.  
Contract Amendment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed contract amendment to increase the contract limit with Tarzana Treatment Centers, Inc. pertaining to Residential Substance Use Disorder Treatment Services.

### RECOMMENDED ACTION:

Approve and authorize Chair to sign contract amendment with Tarzana Treatment Centers, Inc. for Residential Substance Use Disorder Treatment Services for the period July 1, 2023, through June 30, 2025, and a not-to-exceed amount of \$225,000.

### FISCAL IMPACT:

This amendment proposes to increase the 12 month not to exceed amount from \$75,000 to \$150,000 for each year. This increases the total 2-year contract not to exceed amount from \$150,000 to \$225,000. A combination of Substance Use Block Grant (SUBG) and 2011 Realignment funds will pay for the contract increase.

**CONTACT NAME:** Jessica Workman

**PHONE/EMAIL:** 760-924-1742 / jworkman@mono.ca.gov

### SEND COPIES TO:

jworkman@mono.ca.gov

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Tarzana Amendment April 2025 Staff Report</a>
<input type="checkbox"/> <a href="#">Tarzana Amendment April 2025.</a>
<input type="checkbox"/> <a href="#">Tarzana July 1, 2023 - June 30, 2025 Agreement</a>

**History****Time****Who****Approval**

4/2/2025 4:13 PM

County Counsel

Yes

4/3/2025 1:45 PM

Finance

Yes

4/3/2025 4:03 PM

County Administrative Office

Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

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**COUNTY OF MONO**

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

**TO:** Mono County Board of Supervisors

**FROM:** Robin Roberts, Director, Mono County Behavioral Health

**DATE:** April 8, 2025

**SUBJECT:**

Contract Amendment with Tarzana Treatment Centers, Inc. for the Provision of Residential Substance Use Disorder Treatment Services.

**DISCUSSION:**

Mono County Behavioral Health has seen an increase in need for Residential Substance Use Disorder Treatment Services in the current fiscal year. Mono County Behavioral Health uses Tarzana Treatment Centers, Inc. for residential, in-patient alcohol and drug treatment. The county has successfully contracted with Tarzana since 2019. In order to accommodate the increased need, this amendment proposes to increase the 12 month not to exceed amount from \$75,000 to \$150,000 for each year. This will increase the total 2 year contract not to exceed amount from \$150,000 to \$225,000. This increase will be paid for with a combination of Substance Use Block Grant (SUBG) funds and 2011 Realignment funds.

**SUBMITTED BY:**

Jessica Workman, Staff Services Manager, Mono County Behavioral Health. 760-924-1742

**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT BETWEEN THE COUNTY OF MONO AND  
TARZANA TREATMENT CENTERS, INC FOR THE PROVISION OF  
RESIDENTIAL SUD TREATMENT SERVICES**

This Agreement and First Amendment is entered into March 18, 2025 by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Tarzana Treatment Centers, Inc of Tarzana California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about August 11, 2023 and pertaining to Contractor's provision of Residential SUD Treatment services to the County (the "Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

**WHEREAS**, the parties entered into the Agreement for the purpose of Contractor providing Residential SUD Treatment services;

**WHEREAS**, County requires more services from Contractor than initially anticipated; and

**WHEREAS**, accordingly, there is a need to amend the contract limit of the Agreement to provide for such additional services;

**NOW, THEREFORE**, the parties agree as follows:

1. Paragraph 3.D. of the Agreement ("Limit Upon Amount Payable") is hereby amended to increase the contract limit from \$150,000 to \$225,000, and to increase the twelve-month limit from \$75,000 to \$150,000 for the 2024-2025 fiscal year.
2. All other provisions of the Agreement not modified herein shall remain in full force and effect.
3. This Agreement and First Amendment 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. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

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

**COUNTY OF MONO:**

\_\_\_\_\_  
Lynda Salcido, Chair of Board of Supervisors

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Counsel

**CONTRACTOR:**

\_\_\_\_\_  
Albert Senella, President/Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Risk Manager

**AGREEMENT BETWEEN COUNTY OF MONO  
AND TARZANA TREATMENT CENTERS, INC.  
FOR THE PROVISION OF RESIDENTIAL SUD TREATMENT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County") may have the need for the services of Tarzana Treatment Centers, Inc. of Tarzana, California an incorporation (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

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

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

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

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

**2. TERM**

The term of this Agreement shall be from July 1, 2023, to June 30, 2025, unless sooner terminated as provided below.

**3. CONSIDERATION**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$150,000.00, not to exceed \$75,000.00 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

#### **4. WORK SCHEDULE**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

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

#### **7. COUNTY PROPERTY**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.



## 8. INSURANCE

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

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

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

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

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

☐ Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

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

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

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

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

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage

can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 9. STATUS OF CONTRACTOR

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County’s control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

## 10. 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 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 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.

## **11. RECORDS AND AUDIT**

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

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

## **12. 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.

## **13. 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 shall not apply.

## **14. 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.

## **15. 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.

For contracts that renew annually, termination for failure to provide required insurance certificates and endorsements shall be as set forth in paragraph 8.

## **16. 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 22.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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 22.

## **22. 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.

## **23. NOTICE**

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

County of Mono:  
Mono County Behavioral Health  
Attn: Robin. K Roberts, Director  
P.O. Box 2619  
Mammoth Lakes, CA 93546  
Behavioralhealth@mono.ca.gov

Contractor:  
Tarzana Treatment Centers, Inc.  
18646 Oxnard Street  
Tarzana, CA 91356

## **24. 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. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signature, including but not limited to DocuSign or similar service, shall as deemed to be as valid and as enforceable as an original.

## **25. ENTIRE AGREEMENT**

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

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

**COUNTY OF MONO**

**CONTRACTOR**

By: Mary Booker

Title: Interim County Administrative Officer

Dated: Aug 11, 2023

By: Albert Senella  
Albert Senella (Aug 10, 2023 14:16 PDT)

Title: President/ Chief Executive Officer

Dated: Aug 10, 2023

APPROVED AS TO FORM:



County Counsel

APPROVED BY RISK MANAGEMENT:



Risk Manager

**ATTACHMENT A**  
**AGREEMENT BETWEEN COUNTY OF MONO  
AND TARZANA TREATMENT CENTERS, INC.**  
**FOR THE PROVISION OF RESIDENTIAL SUD TREATMENT SERVICES**

**TERM:**

**FROM: July 1, 2023 TO: June 30, 2025**

**SCOPE OF WORK:**

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO AND TARZANA TREATMENT  
CENTERS, INC.**  
**FOR THE PROVISION OF RESIDENTIAL SUD TREATMENT SERVICES**

**TERM:**

**FROM: July 1, 2023 TO: June 30, 2025**

**SCOPE OF WORK:**

Tarzana Treatment Centers, Inc. (TTC) (hereinafter “Contractor”) agrees to provide services to County and County participants as described and as summarized in Attachment A (Scope of Work) and Attachment B, all incorporated herein by reference.

Contractor provides the full continuum of substance use disorder (SUD) treatment services to adults, adolescents, and perinatal women, including inpatient medical detoxification, residential detoxification, psychiatric stabilization, residential and outpatient rehabilitation.

Contractor offers mental health services to adults and adolescents and other supportive services including housing, benefits assistance and transportation. Guided by population-health metrics and patient- centered care standards. Contractor delivers integrated services that are coordinated, comprehensive and team based. All patients are screened and assessed for medical and behavioral health conditions and receive whole-person care guided by an integrated treatment plan.

**Adult Residential Services and Levels of Care**

Contractor’s adult residential programs are aligned with a therapeutic community model geared toward addressing all aspects of the patient’s substance use, mental health and general health needs in an integrated care, safe, supportive and structured environment. The level of care (LOC) as outlined in Attachment B will be determined by the patient's assessed needs and medical necessity.



#### Medications for Addiction Treatment (MAT)

Contractor also provides Medications for Addiction Treatment (MAT) services and has two sites that are licensed as Narcotic Treatment Programs (NTP)/ Opioid Treatment Programs (OTP). These services will be determined by the patient's assessed needs and medical necessity.

#### Location of Services

Tarzana Treatment Centers, Inc.  
18646 Oxnard St.  
Tarzana, CA 91356

Tarzana Treatment Centers, Inc.  
44447 North 10th Street West  
Lancaster, CA 93534

Tarzana Treatment Centers, Inc.  
2101 Magnolia Ave.  
Long Beach, CA 90805

#### Youth Substance Use Disorder Residential Treatment

The County of Mono is contracting with Contractor to provide non-hospital based residential services for adolescents 12-17, congruent with the Drug Medi-Cal Organized Delivery System (DMC-ODS) requirements. Under DMC-ODS, counties are required to provide the full continuum of care for SUD services including residential SUD treatment services for adolescents. This is a service that Mono County is mandated to provide and utilizing Contractor will allow the County to be in compliance with DHCS requirements available at [https://www.dhcs.ca.gov/individuals/documents/youth\\_treatment\\_guidelines.pdf](https://www.dhcs.ca.gov/individuals/documents/youth_treatment_guidelines.pdf)

#### Location of Youth Residential Services

Tarzana Treatment Centers, Inc.  
44447 North 10th Street West, Building C  
Lancaster, CA 93534

#### Service Components

Treatment will include individual, group, case management, recovery services and family components. Services should vary based on medical necessity and individual needs. Services shall be culturally appropriate and include beneficiary participation.

Residential treatment (ASAM Level 3.1-3.5) is a non-institutional, 24-hour, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with the individual treatment plan.

A. Residential (ASAM Level 3.1): Clinically Managed Low Intensity – Provides 24-hour structure with available trained personnel; at least 5 hours of clinical service per week and preparation for outpatient treatment.

B. Residential (ASAM Level 3.5): Clinically Managed High-Intensity – Provides 24-hour

care with trained counselors to stabilize multidimensional imminent danger and preparation for outpatient treatment. Able to tolerate and use the full milieu or therapeutic community.

The adolescent residential treatment program shall include, but not be limited to, the following components:

- Intake
- Individual and Group Counseling
- Patient Education
- Family Therapy
- Safeguarding Medications
- Collateral Services
- Crisis Intervention Services
- Treatment Planning
- Case Management and Care Coordination
- Recovery Services
- Transportation Services
- Discharge Services
- Structured environment
- Room and board
- Leisure time activities, exercise program
- Self-help groups

Contractor will comply with DHCS Youth Treatment Guidelines and integrate youth development approaches into treatment and family interventions and support systems.

#### Perinatal Services- Pregnant and Parenting Women (PPW)

Contractor shall ensure that all services being provided to the parent and child(ren) are in accordance with the latest version of the State's Perinatal Practice Guidelines.

#### 1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

#### 2. Hatch Act

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

#### 3. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

#### 4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

#### 5. Debarment and Suspension

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

#### 6. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

#### 7. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

##### A. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

#### B. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

#### C. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

#### D. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

#### E. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

#### F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

#### 8. Nondiscrimination and Institutional Safeguards for Religious Providers

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

9. Counselor Certification

a) Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

b) The County shall require all the subcontracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations.

10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

11. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

12. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

A. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

14. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan

Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

15. Participation of County Behavioral Health Director's Association of California

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

16. Youth Treatment Guidelines

County must comply with DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure, until new Youth Treatment Guidelines are established and adopted. Youth Treatment Guidelines are posted online at:  
<https://www.dhcs.ca.gov/provgovpart/Pages/Youth-Services.aspx>

17. Byrd Anti-Lobbying Amendment (31 USC 1352)

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

18. Nondiscrimination in Employment and Services

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

19. Federal Law Requirements:

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 –

6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

20. State Law Requirements:

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

21. Additional Contract Restrictions

A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any

manner.

## 22. Information Access for Individuals with Limited English Proficiency

A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

## 23. Subcontract Provisions

County shall include all of the foregoing Part II general provisions in all of its subcontracts.

### Documents Incorporated By Reference

All SABG documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:

<https://www.dhcs.ca.gov/provgovpart/Pages/SAPT-Block-Grant-Contracts.aspx>

1. Reporting Requirement Matrix - County Submission Requirements for the Department of Health Care Services
2. Minimum Quality Drug Treatment Standards for SABG and DMC
3. Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
4. SAPT Authorized and Restricted Expenditures Information (April 2017)
5. Youth Treatment Guidelines

## 24. Staff Training

a) The County shall ensure subcontractors complete training on the requirements of Title 22 regulations and DMC program requirements at least annually from either DHCS' MCBHD or the Contractor. The County shall provide documentation of attendance at the annual training to DHCS' e-mail address [MCBHDMonitoring@dhcs.ca.gov](mailto:MCBHDMonitoring@dhcs.ca.gov) annually as part of the DHCS Contractor monitoring process.

b) The substance use disorder medical director's responsibilities shall at a minimum include all of the following: Ensure that provider's physicians are adequately trained to perform diagnosis of substance use disorders for beneficiaries, determine the medical necessity of treatment for beneficiaries and perform other physician duties. A substance use disorder medical director shall receive a minimum of five (5) hours of continuing medical education in addiction



medicine each year.

## 25. DMC Claims

a) The County shall certify the DMC claims submitted to DHCS represent expenditures eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR 430.30, 433.32, and 433.51). The County shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from unenrolled or disenrolled providers.

b) providers shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered. Providers shall not charge fees to a beneficiary for access to Drug Medi-Cal substance use disorder services or for admission to a Drug Medi-Cal treatment slot.

## 26. Record Retention

W&I Code, Section 14124.1- Records required to be kept and maintained under this section shall be retained by the provider for a period of 10 years from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations

## 27. Licensing

If, at any time, a subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS, the County shall notify DHCS' Data Management, Reporting, and Evaluation Section by e-mail at [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within five business days of learning of the revocation, suspension, modification, or non-renewal

## 28. DMC Postservice Prepayment Utilization Review Reports

DHCS shall issue DMC Postservice Prepayment Utilization Review reports to the County, with a copy to the subcontractor. The County shall be responsible for ensuring the subcontractor's deficiencies are remediated pursuant to Sections 4(A)(1)(b)(i)(1) and (2) herein. The County shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A)(1)(c) herein.

If programmatic deficiencies are identified, the subcontractor shall be required to submit a Corrective Action Plan (CAP) to the County for review and approval. The County shall submit a County-approved CAP to DHCS within 60 days of the date of the DHCS report.

### 1. The CAP shall:

- a. Address each programmatic deficiency
- b. Provide a specific description of how the deficiency shall be corrected
- c. Specify the date of implementation of the corrective action
- d. Identify who will be responsible for correction and who will be responsible for on-going compliance

2. DHCS shall provide written approval of the CAP to the County with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the County for review and approval. The County shall submit a revised County-approved CAP to DHCS within 30 days of the DHCS notification.

29. Mono County will accept training evidence or monitoring reports that have already met DMC ODS requirements in the provider's home county. TTC will notify Mono County within 7 calendar days of receiving monitoring report from provider's home county. Mono County will still conduct chart audits via virtual conference

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND TARZANA TREATMENT CENTERS, INC.  
FOR THE PROVISION OF RESIDENTIAL SUD TREATMENT SERVICES**

**TERM:**

**FROM: July 1, 2023 TO: June 30, 2025**

**SCHEDULE OF FEES:**

**Residential Rates**

Level of Care	Code Type	Service	Code	Peer Recovery Specialist	Registered/Certified Alcohol and Drug Counselor	LPHA (LMFT, LCSW, LPCC)/ LPHA and LE-LPHA (AMFT, ASW, APCC)	Psychologist/Psychological Associate	Registered Nurse	Physician's Assistant	Pharmacist	Nurse Practitioner	Physician
ASAM 3.1	Low Intensity Residential	Behavioral Health; Log Term Residential	H0019	\$216.39	\$216.39	\$216.39	\$216.39	\$216.39	\$216.39	\$216.39	\$216.39	\$216.39
ASAM 3.3 (U2)	High Intensity Residential Population Specific	Behavioral Health; Long Term Residential	H0019	\$271.58	\$271.58	\$271.58	\$271.58	\$271.58	\$271.58	\$271.58	\$271.58	\$271.58
ASAM 3.5 (U3)	High Intensity Residential Non-Population Specific	Behavioral Health; Long Term Residential	H0019	\$246.31	\$246.31	\$246.31	\$246.31	\$246.31	\$246.31	\$246.31	\$246.31	\$246.31
ASAM 3.1 (U1)	Low Intensity Residential	Behavioral Health; Long Term Residential-Youth	H0019	\$216.39	\$216.39	\$216.39	\$216.39	\$216.39	\$216.39	\$216.39	\$216.39	\$216.39
ASAM 3.5 (U3)	High Intensity Residential Non-Population Specific	Behavioral Health; Long Term Residential-Youth	H0019	\$246.31	\$246.31	\$246.31	\$246.31	\$246.31	\$246.31	\$246.31	\$246.31	\$246.31
ASAM 3.1	Room and Board	Room and Board Per Day	Day	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
ASAM 3.3	Room and Board	Room and Board Per Day	Day	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
ASAM 3.5	Room and Board	Room and Board Per Day	Day	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
ASAM 3.1, 3.3, 3.5	Care Coordination	Care Coordination, Each 15 Minutes	15-Minute	NA	\$56.18	\$64.74	\$99.51	\$100.58	\$111.28	NA	\$123.05	\$247.71
ASAM 3.1, 3.3, 3.5	Peer Support	Self-help/peer services, per 15 minutes	H0038	\$54.37	NA	NA	NA	NA	NA	NA	NA	NA
ASAM 3.1, 3.3, 3.5	Recovery Services	Comprehensive community support services, per 15 minutes	H2015	NA	\$56.18	\$64.74	\$99.51	\$100.58	\$111.28	NA	\$123.05	\$247.71

**Withdrawal Management Rates**

Level of Care	Code Type	Service	Code	Peer Recovery Specialist	Registered/Certified Alcohol	LPHA (LMFT, LCSW, LPCC)/	Psychologist/Psychological Associate	Registered Nurse	Physician's Assistant	Pharmacist	Nurse Practitioner	Physician
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Code Type	Service	Code	Units	Peer Recover y Specialis t	Registered/ Certified Alcohol and Drug Counselor	LPHA (LMFT, LCSW, LPCC)/ LPHA and LELPHA (AMFT, ASW, APCC)	Psychologist / Psychologic al Associate	Registere d Nurse	Physician s Assistant	Pharmacis t	Nurse Practitione r	Physician
Supplement al Services	Interactive Complexity	90785	1	NA	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
Assessment	Psychiatric Diagnostic Evaluation, 15 Minutes	90791		NA	NA	\$59.44	\$91.37	NA	\$102.1 7	\$109.05	\$112.98	\$227.4 3
Assessment	Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	90792		NA	NA	NA	NA	NA	\$102.1 7	NA	\$112.98	\$227.4 3
Family Therapy	Family Psychotherapy (Without the Patient Present), 26-50 minutes	90846	3	NA	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	\$0.00
Family Therapy	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26- 50 minutes	90847	3	NA	NA	\$178.3 1	\$274.10	NA	\$306.5 2	NA	\$338.94	\$682.3 0
Family Therapy	Multiple-Family Group Psychotherapy, 15 Minutes	90849		NA	NA	\$59.44	\$91.37	NA	\$102.1 7	NA	\$112.98	\$227.4 3
Assessment	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885		NA	NA	\$59.44	\$91.37	NA	\$102.1 7	NA	\$112.98	\$227.4 3
Supplement al Services	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887		NA	NA	\$59.44	\$91.37	NA	\$102.1 7	\$109.05	\$112.98	\$227.4 3
Assessment	Psychological Testing Evaluation, First Hour	96130	4	NA	NA	NA	\$0.00	NA	\$0.00	NA	\$0.00	\$0.00
Assessment	Psychological Testing Evaluation, Each Additional Hour	96131	4	NA	NA	NA	\$365.47	NA	\$408.6 9	NA	\$451.92	\$909.7 4
Assessment / Medication Services / MAT	Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes	G2212	1	NA	NA	NA	NA	NA	\$102.1 7	NA	\$112.98	\$227.4 3

Assessment	Alcohol and/or drug assessment. (Note: Use this code for screening to determine the appropriate delivery system for beneficiaries seeking services)	H0001	NA	\$51.58	\$59.44	\$91.37	\$92.35	\$102.17	\$109.05	\$112.98	\$227.43
Individual Counseling	Behavioral health counseling and therapy, 15 minutes.	H0004	NA	\$51.58	\$59.44	\$91.37	\$92.35	\$102.17	\$109.05	\$112.98	\$227.43
Group Counseling	Alcohol and/or drug services; group counseling by a clinician, 15 minutes.	H0005	NA	\$51.58	\$59.44	\$91.37	\$92.35	\$102.17	\$109.05	\$112.98	\$227.43
SUD Crisis Intervention	Alcohol and/or drug services; crisis intervention (outpatient),	H0007	NA	\$51.58	\$59.44	\$91.37	\$92.35	\$102.17	\$109.05	\$112.98	\$227.43
Peer Support	Behavioral Health Prevention Education service, delivery of service with target population to affect knowledge, attitude,and/or behavior.	H0025	\$46.67	NA	NA	NA	NA	NA	NA	NA	NA
Medication Services	Oral Medication Administration, Direct Observation, 15 Minutes	H0033	NA	NA	NA	NA	\$92.35	\$102.17	\$109.05	\$112.98	\$227.43
Medication Services	Medication Training and Support, per 15 Minutes	H0034	NA	NA	NA	NA	\$92.35	\$102.17	\$109.05	\$112.98	\$227.43
Medication Services	Medication Training and Support, per 15 Minutes (Group Service, must contain HQ modifier)	H0034	NA	NA	NA	NA	\$20.52	\$22.71	\$24.23	\$25.11	\$50.54
Peer Support	Self-help/peer services, per 15 minutes	H0038	\$46.67	NA	NA	NA	NA	NA	NA	NA	NA
Assessment	Alcohol and/or other drug testing. (Note: Use this code to submit claims for point of care tests)	H0048	NA	NA	NA	NA	\$92.35	\$102.17	\$109.05	\$112.98	\$227.43
Assessment	Alcohol and/or drug screening	H0049	NA	\$51.58	\$59.44	\$91.37	\$92.35	\$102.17	\$109.05	\$112.98	\$227.43

Individual Counseling	Alcohol and/or Drug Services, brief intervention, 15 minutes (Code must be used to submit claims for Contingency Management Services)	H0050	\$46.67	\$51.58	\$59.44	\$91.37	\$92.35	\$102.17	NA	\$112.98	\$227.43
Treatment Planning	Psychoeducational Service, per 15 minutes	H2027	NA	\$51.58	\$59.44	\$91.37	\$92.35	\$102.17	NA	\$112.98	\$227.43
Individual Counseling	Alcohol and/or substance abuse services, family/couple counseling	T1006	NA	\$51.58	\$59.44	\$91.37	\$92.35	\$102.17	NA	\$112.98	\$227.43
Discharge Services	Alcohol and/or substance abuse services, treatment plan development and/or modification.	T1007	NA	\$51.58	\$59.44	\$91.37	\$92.35	\$102.17	NA	\$112.98	\$227.43
Supplemental Services	Sign Language or Oral Interpretive Services, 15 Minutes	T1013	NA	\$51.58	\$59.44	\$91.37	\$92.35	\$102.17	NA	\$112.98	\$227.43

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

**AGREEMENT BETWEEN COUNTY OF MONO  
AND TARZANA TREATMENT CENTERS, INC.  
FOR THE PROVISION OF RESIDENTIAL SUD TREATMENT SERVICES**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Attachment shall constitute the Business Associate Agreement (the “Agreement”) between Tarzana Treatment Centers, Inc., (the “Business Associate”) and the County of Mono (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Master Agreement (as defined below).

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

#### **5. Permitted Uses and Disclosures.**

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

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

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

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

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

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

## **6. Appropriate Safeguards.**

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

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

## **7. Reporting Unauthorized Uses and Disclosures.**

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

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

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

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

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

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

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

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

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

**9. Indemnification.**

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

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

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

**10. Individuals' Rights.**

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

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

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

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

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

#### **11. Obligations of Covered Entity.**

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

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

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

#### **12. Agents and Subcontractors of Business Associate.**

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

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

#### **13. Audit, Inspection, and Enforcement.**

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

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

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

15. **Term and Termination.**

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

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

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

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

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

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

18. **Notices.**

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

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

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

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

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

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

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

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

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

## **HIPAA BUSINESS ASSOCIATE PROVISIONS**

### **Attachment A to Attachment 8**

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

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

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





# Tarzana July 1, 2023 - June 30, 2025 Agreement

Final Audit Report

2023-08-11

Created:	2023-08-10
By:	Moncerrath Cruz (mcruz@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqTKICfouysjaa0yoHVSHhGMQI63DJGfb

## "Tarzana July 1, 2023 - June 30, 2025 Agreement" History

-  Document created by Moncerrath Cruz (mcruz@mono.ca.gov)  
2023-08-10 - 6:50:51 PM GMT- IP address: 162.252.88.209
-  Document emailed to ttcadmin@tarzanatc.org for signature  
2023-08-10 - 6:54:42 PM GMT
-  Email viewed by ttcadmin@tarzanatc.org  
2023-08-10 - 7:00:31 PM GMT- IP address: 98.97.32.4
-  Signer ttcadmin@tarzanatc.org entered name at signing as Albert Senella  
2023-08-10 - 9:16:46 PM GMT- IP address: 65.98.184.158
-  Document e-signed by Albert Senella (ttcadmin@tarzanatc.org)  
Signature Date: 2023-08-10 - 9:16:48 PM GMT - Time Source: server- IP address: 65.98.184.158
-  Document emailed to Jacob Sloane (jsloane@mono.ca.gov) for signature  
2023-08-10 - 9:16:50 PM GMT
-  Email viewed by Jacob Sloane (jsloane@mono.ca.gov)  
2023-08-10 - 10:32:15 PM GMT- IP address: 162.252.88.212
-  Document e-signed by Jacob Sloane (jsloane@mono.ca.gov)  
Signature Date: 2023-08-10 - 10:42:23 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Document emailed to Christopher Beck (cbeck@mono.ca.gov) for signature  
2023-08-10 - 10:42:25 PM GMT
-  Email viewed by Christopher Beck (cbeck@mono.ca.gov)  
2023-08-11 - 8:10:04 PM GMT- IP address: 162.252.88.209



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Document e-signed by Christopher Beck (cbeck@mono.ca.gov)

Signature Date: 2023-08-11 - 8:11:13 PM GMT - Time Source: server- IP address: 162.252.88.209



Document emailed to Mary Booher (mbooher@mono.ca.gov) for signature

2023-08-11 - 8:11:15 PM GMT



Email viewed by Mary Booher (mbooher@mono.ca.gov)

2023-08-11 - 8:13:48 PM GMT- IP address: 162.252.88.209



Document e-signed by Mary Booher (mbooher@mono.ca.gov)

Signature Date: 2023-08-11 - 8:14:26 PM GMT - Time Source: server- IP address: 162.252.88.209



Agreement completed.

2023-08-11 - 8:14:26 PM GMT



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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2025

**Departments:** Health and Human Services

**TIME REQUIRED**

**SUBJECT** Contract between the County of Inyo  
and the County of Mono for the  
Provision of Senior Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Proposed contract with the County of Inyo pertaining to the provision of Senior Services.

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### RECOMMENDED ACTION:

Approve and authorize Chair to sign contract with the County of Inyo for the provision of Senior Services for the period July 1, 2024, through June 30, 2025 and authorize the Department to agree to extensions through June 30, 2027, with a not-to-exceed amount of \$1,000,000.

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### FISCAL IMPACT:

The total agreement amount for July 1, 2024, through June 30, 2025 with two one year extension options is a total not-to-exceed of \$1,000,000, an increase of \$75,083 over the previous cycle, added to provide flexibility when new additional funding becomes available and at the request of Inyo County.

---

**CONTACT NAME:** Kathryn Peterson

**PHONE/EMAIL:** 760-924-1763 / kpeterson@mono.ca.gov

---

### SEND COPIES TO:

Kathy Peterson, Michelle Raust, Krista Cooper, Stephanie Butters

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### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

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### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Contract</a>
<input type="checkbox"/> <a href="#">Attachment A - Exhibits</a>
<input type="checkbox"/> <a href="#">Attachment B - 2004 Insurance Requirements</a>

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/2/2025 4:24 PM	County Counsel	Yes
4/3/2025 4:35 PM	Finance	Yes
4/3/2025 4:44 PM	County Administrative Office	Yes



## Health and Human Services Department

Public Health Division, PO Box 3329, Mammoth Lakes, CA 93546 | PO Box 476, Bridgeport, CA 93517  
Social Services Division, PO Box 2969, Mammoth Lakes, CA 93546

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### STAFF REPORT

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**MEETING DATE:** April 8, 2025  
**TITLE:** Contract between County of Inyo and the County of Mono for the Provision of Senior Services  
**PREPARED BY:** Kathryn Peterson, HHS Director

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#### BACKGROUND

The California Department of Aging (CDA) administers programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the State. The Department administers funds allocated under the federal Older Americans Act and the Older Californians Act.

CDA contracts with the network of Area Agencies on Aging, who directly manage a wide array of federal and state-funded services that help older adults to live as independently as possible in the community; promote healthy aging and community involvement; and assist family members in their vital care giving role. The Area Agency on Aging in our region is the Eastern Sierra Area Agency on Aging (ESAAA), which encompasses both Inyo and Mono counties. ESAAA is governed by the Inyo County Board of Supervisors. Mono County serves as a subcontractor to Inyo County for the implementation of ESAAA services.

The Mono County Health and Human Services Department operates the Mono County Senior Services Program on behalf of the Mono County Board of Supervisors. Funding for the Mono County Senior Program comes from the ESAAA Program as described above, Mono County general funds, participant donations, grant funding from the Local Transportation Commission and Behavioral Health (MHSA funds), and significant in-kind contribution from HHS.

The Senior Services program provides a variety of services to seniors, including congregate (in-person) meals provided five days per week at the Walker Senior Center; Home Delivered Meals to home-bound or isolated individuals, including weekly delivery of meals to the Benton/Chalfant area; transportation services (discounted bus passes and assisted transportation); social and wellness activities for seniors; and access to a wide range of information and services.

#### DISCUSSION

The County of Inyo-Eastern Sierra Area Agency on Aging (ESAAA) Program provides revenues to the County of Mono for the provision of senior services. Mono County's share of the funds may increase or decrease each year based on available funding from the California Department

of Aging and on the receipt of one-time-only (OTO) funds. The OTO funds are a statewide redistribution of state funds not spent in the prior fiscal year.

The term of the Agreement is renegotiable for a maximum of three one-year periods and a not to exceed amount of \$1,000,000.

#### **ATTACHMENTS**

1. Proposed contract with exhibits

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO  
FOR THE PROVISION OF SENIOR SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Community-Based Senior services of Mono County Social Services of the County of Mono (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Anna Scott, whose title is Director of Health and Human Services. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement 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 the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. INITIAL TERM AND OPTIONS.**

The initial term of this Agreement shall be from July 1, 2024 to June 30, 2025 unless sooner terminated as provided below. At the expiration of the initial term, the parties may extend the Agreement in increments of one-year periods for a total of two years as follows:

- a. From July 1, 2025 through June 30, 2026
- b. From July 1, 2026 through June 30, 2027

Any extension shall be mutually agreed-upon in writing at least thirty (30) days before the expiration of the Agreement, or an extension thereof and shall be upon the same terms and conditions as stated in this Agreement.

The written notice extending the contract shall specify the period of the extension.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor for the services and work described in Attachment A to be performed by Contractor at the County's request as follows:

Each year, Inyo County receives money from the California Department of Aging (CDA) to fund services provided in Program Service Area (PSA) 16. PSA 16 includes Inyo and Mono Counties. Funds are disbursed from the CDA to Inyo County, and Inyo County passes a certain percentage of the funds on to Mono County. The percentages to be passed on to Mono County are dictated by the PSA 16 Area Plan that is developed and approved by the Eastern Sierra Agency on Aging, the Inyo County Board of Supervisors, and the CDA. Pursuant to the current PSA 16 Area

Plan, the percentages for each service area to be disbursed to Mono County are (these percentages may change with Area Plan updates within the term of the contract):

IIIB Supportive Services: Assisted Transportation - 20% of funds received from CDA  
IIIB Supportive Services: Transportation - 14% of funds received from CDA  
C1 Congregate Meals - 16% of funds received from CDA  
C2 Home Delivered Meals - 20% of funds received from CDA

The parties understand that the exact dollar amount that Inyo County will pay to Mono County under this contract is dependent upon the allocations that Inyo County receives each fiscal year from the CDA. However, the exact dollar amounts shall be dictated by the percentages set forth above.

The parties agree and understand that the CDA releases its annual allocations on or about April of each year, that the CDA releases one-time-only (OTO) monies and/or adjustments on or about September of each year, and that the CDA may be releasing special COVID-19 response monies. The parties agree that all three types of allocations shall be distributed between Inyo and Mono Counties pursuant to the percentages set forth above. In order to receive its percentage of the CDA allocations, Mono County shall submit an Area Plan Budget (CDA 122) to Inyo County each fiscal year within 30 days of Inyo County's receipt of allocations and notification to Mono County, as required by the CDA.

Inyo County expressly reserves the right to deny any payment or reimbursement requested by Mono County for services or work performed which is in excess of the contract limit.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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 Inyo County to Mono County for services and work performed for all terms of this Agreement, which span from July 1, 2024 to June 30, 2027, shall not exceed one million dollars (\$1,000,000.00).

E. Billing and payment. Contractor will also submit an invoice for the actual monthly expenditures and County of Inyo will reimburse based on the actual expenditures. The monthly invoice shall be submitted by Contractor to County of Inyo by the 20th of the month for services delivered in the previous month, and shall be paid by County of Inyo by the end of the month after the invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice.

Contractor will also provide a monthly summary of service activity by the 10th of the following month in the categories specified in the PSA 16 Area Plan. The monthly summary shall identify units of service provided in each category according to administrative requirements specified by the County.

Contractor will submit, as required by the CDA, the Financial Closeout Report (CDA 180) within 25 days following the end of the fiscal year or within 30 days following termination prior to the end of the contract period, unless otherwise specified by the CDA.

Budgets, invoices, service activity reports and close-out reports shall be submitted to Inyo County Health & Human Services, P.O. Drawer A, Independence, CA 93526 or by electronic means specified by the County of Inyo.

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 will 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. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### **4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but 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.**

A. Any licenses, certificates, or permits required by the federal, state, county, 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 or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which 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.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, 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, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, 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, which 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, video tapes, 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 which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County. This provision does not preclude the Contractor from retaining copies of any records it is required to maintain for purposes related to the services provided pursuant to this Agreement.

## **8. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment B and with the provisions specified in that attachment.

## **9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered 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 as employees of County.

## **10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

## **11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records. This provision does not prohibit Contractor from retaining any records, for longer than four years, that it is required to retain for purposes related to the services provided under this Agreement.

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, which 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.

## **12. 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, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. 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.

## **13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

## **14. ASSIGNMENT.**

This is an agreement for the 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 monies due or to become due under this Agreement without the prior written consent of County.

## **15. DEFAULT.**

If the Contractor abandons the work or fails to proceed with the work and services requested by County in a timely manner or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and shall provide Contractor with written notice of default. Contractor shall have thirty (30) days to cure the default, or a reasonable time period if thirty (30) days would not be sufficient to cure with reasonable efforts. If Contractor does not cure the default within the allotted time, County may terminate this Agreement upon 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.

## **16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be 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 twenty-two (22) below.

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the 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 information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter 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 cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. 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 is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms 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 to, the respective parties as follows:

County of Inyo  
Health and Human Services  
PO Drawer H  
Independence, CA 93526

Contractor:  
County of Mono  
Health and Human Services  
PO Box 576  
Bridgeport, CA 93512

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO  
FOR THE PROVISION OF SENIOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

Inyo County Counsel

Mono County Counsel

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
Inyo County Risk Manager

\_\_\_\_\_  
Mono County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO  
FOR THE PROVISION OF SENIOR SERVICES**

**TERM:**

**FROM: July 1, 2024      TO: June 30, 2025**

**SCOPE OF WORK:**

Contractor will provide the senior services identified in the most current PSA 16 Area Plan (i.e. Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation) within Mono County according to the requirements of the statutory provisions of the Title III and Title IV Programs [OAA 306] in accordance with State and federal laws and regulations and as outlined in Exhibit A, Exhibit B, Exhibit C and Exhibit D (attached). Exhibits A-D come from the contract between ESAAA and the California Department of Aging.

Contractor will provide a monthly summary of service activity by the 10th of the following month for Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation in terms of identified units of service according to administrative requirements specified by the County.

Contractor will participate in annual monitoring for program and fiscal activities. Contractor will provide a copy of their County Single Audit by April 15 each year.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO  
FOR THE PROVISION OF SENIOR SERVICES**

**TERM:**

**FROM: July 1, 2024      TO: June 30, 2025**

**SEE ATTACHED INSURANCE PROVISIONS**

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1. **Child** means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
4. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
  - a. Individuals eligible to receive a meal at a congregate nutrition site are:
    - i. Any older individual.
    - ii. The spouse of any older individual.
    - iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    - iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
    - v. A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal.  
[CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]



ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
  - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.)  
  
[45 CFR 1321.69(a)].
  - ii. A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
  - iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- 5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]
- 6. **Older relative caregiver** means a caregiver who is –
  - a. Is age 55 or older; and
  - b. lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
  - c. In the case of a caregiver for a child --
    - i. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
    - ii. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
    - iii. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- d. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.

[OAA § 372(a)(3)]

- 7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
- 8. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
- 9. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
- 10. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
- 11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
- 12. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
- 13. **One-Time-Only Funds** means:
  - a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA.  
[22 CCR 7314(a)(7)]
  - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
- 14. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
- 15. **Priority Services for Title III E** means services provided to:
  - a. Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
  - b. Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities.  
[OAA§373(c)(2)(A-B)]
  - c. Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]
- 16. **Program Development** means activities that either establish a new service or expand or integrate existing services.
- 17. **Program Income** means revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:
  - a. Voluntary contributions received from a participant or other party for services received.
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  - c. Royalties received on patents and copyrights from contract-supported activities.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- d. Proceeds from the sale of goods created under CDA grant funds.
- 18. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
- 19. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
- 20. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
  - a. Be open to the public. [45 CFR 1321.53(b)(3)]
  - b. Not means test. [OAA § 315(b)(3)]
  - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
  - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]
- 21. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

22. **Title III D (Disease Prevention and Health Promotion Services)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve nutrition, physical fitness, fall prevention, and emotional well-being. [OAA 361 Part D]
23. **Title III E Family Caregiver Support Program (FCSP) Categories** are:
- a. Information Services
  - b. Access Assistance
  - c. Support Services
  - d. Respite Care
  - e. Supplemental Services
- [OAA 373(b)(1)(2)(3)(4)(5)]

B. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Long-Term Care Ombudsman Programs)

1. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), hereinafter referred to as residents, regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]
2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the

ARTICLE I. PROGRAM DEFINITIONS (Continued)

duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A)] [45 CFR 1327.1] [Welf. & Inst. Code § 9701(a)]

4. **Office of the State Long-Term Care Ombudsman**

(OSLTCO) means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]

5. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]

6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]

7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- C. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

**Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

- D. Definitions Specific to Title III-C-1 and C-2 (augmentation funding to provide nutrition services to address the unmet need in California.)

1. **Meal Goal** means the number of meals the Contractor will provide to eligible clients. These meals may be provided through the Title III C-1 Congregate Meal program or the Title III C-2 Home Delivered Meal program.
2. **Unduplicated Client Goal** means the number of new eligible clients the contractor will provide nutrition services to via the Title III C-1 or the Title III C-2 program.
3. **Wait List** means a list of potential Title III C-2 clients, established and maintained by the Contractor and/or subcontractor, after the Contractor and/or subcontractor has reached its capacity.

ARTICLE II. SCOPE OF WORK

- A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]

ARTICLE II. SCOPE OF WORK (Continued)

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
  - a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
  - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
6. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.



**ARTICLE II. SCOPE OF WORK (Continued)**

11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The contractor must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.
14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
  - a. Inspection of non-food preparation nutrition sites at least every other year.
  - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
  - c. Inspection of central kitchens sites annually on-site.  
[22 CCR 7634.3(d)]

ARTICLE II. SCOPE OF WORK (Continued)

15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.
19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.
20. Maintain a program data collection and reporting system as specified in Exhibit E of this Contract.
21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).
22. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
24. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
25. Offer a meal to a volunteer under age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
26. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

ARTICLE II. SCOPE OF WORK (Continued)

27. Report a meal only once either as a Title III meal or a Title VI meal.
  28. Adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
  29. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.  
[1 USC 7 - Section 3 of the Defense of Marriage Act]
  30. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants’ placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i)] [45 CFR 1324.19(a)(2)]  
[Welf. & Inst. Code §§ 9701(a), 9712.5(b)]

**ARTICLE II. SCOPE OF WORK (Continued)**

2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii)] [45 CFR 1324.19(a)(3)] [Welf. & Inst. Code § 9712.5(d)]
3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1), 1324.19(b)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
6. Witness:
  - a. Advance health care directives for residents of skilled nursing facilities [Probate Code 467500]
  - b. Property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families. [HSC 1289]
7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c)] [Welf. & Inst. Code § 9716(a)].

ARTICLE II. SCOPE OF WORK (Continued)

8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]
9. Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulations, and other governmental policies and actions, that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]
10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi)] [45 CFR 1324.19(a)(6)] [Welf. & Inst. Code § 9726.1(a)(3)]
11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii)] [45 CFR 1324.19(a)(7)]:
  - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
  - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
  - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
  - d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]
  - e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]

**ARTICLE II. SCOPE OF WORK (Continued)**

12. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
  13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
  14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
- C. The Contractor shall ensure that the Elder Abuse Prevention program shall do some or all of the following:
- [OAA § 721]
1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
  2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
  3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
  4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
  5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
  6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;

ARTICLE II. SCOPE OF WORK (Continued)

7. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
8. Conduct special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by CDA to be appropriate.

**AP-2021 Contract**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE I. FUNDS**

**A. Expenditure of Funds**

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging  
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

**B. Accountability for Funds**

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]



**AP-2021 Contract**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE I. FUNDS (Continued)**

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

- 1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

**AP-2021 Contract**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

ARTICLE I. FUNDS (Continued)

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
  - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
  - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
  - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
  - ii. Some contracts may be reduced by a greater amount than others, and
  - iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

- 1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]

**AP-2021 Contract**

**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE I. FUNDS (Continued)**

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
  - a. The Contractor receives less than \$120,000 in federal awards per year.
  - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
  - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
  - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

**ARTICLE II. BUDGET AND BUDGET REVISION**

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
  1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
  2. Fringe Benefits.
  3. Contractual Costs – subcontract and consultant cost detail.
  4. Indirect Costs.

**AP-2021 Contract**

**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

5. Rent - specify square footage and rate.
  6. Supplies.
  7. Equipment - detailed descriptions and unit costs.
  8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
  9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
  10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
  2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
  3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
  4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other

**AP-2021 Contract**

**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

**ARTICLE III. PROGRAM SPECIFIC FUNDS**

**A. Program Income**

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

**B. One-Time Only (OTO) Funds**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

**AP-2021 Contract**

**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)**

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
  - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
  - b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
  - c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
  - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

**C. Matching Contributions**

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

**AP-2021 Contract**

**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)**

**D. Area Plan Administration**

Area Plan Administration is comprised of federal funds from Title IIIB, III C-1, III C-2, and IIIE.

**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION**

- A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision containing allocation transfers is January 15<sup>th</sup> of the Contract period unless otherwise specified by CDA.
- D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

- 1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the Contractor shall not transfer funds designated for programs into administration line items.
- 2. The Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
- 3. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
- 4. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the contract, and shall not include allocation transfers.

**AP-2021 Contract**  
**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)**

**E. Allocation Transfers**

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III B, C-1 and C-2 programs in accordance with the Budget Display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.
  - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).
  - b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified Contract period.

**F. Matching Requirements**

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
3. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.



**AP-2021 Contract**

**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)**

7. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

**G. Program Development or Coordination**

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, C, & E funds allocated for Area Plan administration costs. During the Contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article VI of this Exhibit for reconciliation during the closeout period.)

**H. Equipment**

Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA and must be included in its approved Area Plan Budget.

- I. The Title IIIC nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services to meet unduplicated client and meal goals. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title IIIC1 and Federal Title IIIC2.

**AP-2021 Contract**

**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE V. PAYMENTS**

A. Title III B, III C, III D, III E, VII Ombudsman and VII-A Elder Abuse Prevention

The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

B. Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, and Older Californians Act.

The Contractor shall submit a monthly expenditure report and a request for funds to CDA no later than the last business day of each month unless otherwise specified by CDA

C. Payments will be made to reimburse expenditures reported unless contractor pre-selects an Advance method on CDA 122 at the time of contract execution.

D. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

E. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.

F. The funding balances for July 1 through September 30 will be determined from the Contractor's budget (CDA 122).

G. The funding balances for October 1 through February 28 will be based on the contract budget display from the contract amendment until transfers are approved by Administration for Community Living.

H. The funding balances for March 1<sup>st</sup> (or upon ACL approval whichever is the latter) through June 30<sup>th</sup>, will be based on the Contractor's final budget (CDA 122) (i.e., budget submitted with the contract amendment, the January 15<sup>th</sup> or April 30<sup>th</sup> budget).

**ARTICLE VI. CLOSEOUT**

A. The Area Plan Financial Closeout Report (CDA 180) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors are required to submit Closeout Reports as instructed by CDA.

**AP-2021 Contract**

**Exhibit B – Budget Detail, Payment Provisions, and Closeout**

**ARTICLE VI. CLOSEOUT (Continued)**

- B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
- D. Closeout reporting documents must be addressed to the CDA Fiscal Team.
- E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

## Special Terms and Conditions – Exhibit C

### ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

#### A. General Definitions

1. “Contractor” means the government entity awarded funds under this Agreement and is accountable to the County, State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
2. “County” means the Inyo County Department of Health and Human Services Eastern Sierra Area Agency on Aging (ESAAA).
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “DUNS” means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.
13. “USC” means United States Code.
14. “HHS” means United States Department of Health and Human Services.
15. “OAA” means Older American Act.

## Special Terms and Conditions – Exhibit C

### B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older American Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA and transmitted by County.

## ARTICLE II. ASSURANCES

### A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

### B. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

## Special Terms and Conditions – Exhibit C

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at:  
<http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

## Special Terms and Conditions – Exhibit C

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

### C. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

### D. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of vendors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the County determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

### E. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, County shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

## Special Terms and Conditions – Exhibit C

### F. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

### G. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

### H. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it:
  - a. Is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Has not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.



## Special Terms and Conditions – Exhibit C

- d. Has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by the Contractor or its employees.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

### I. Agreement Authorization

1. If a public entity, the Contractor shall submit to County a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to County an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the Contractor Director or designee to execute the original and all subsequent amendments to this Agreement.

### J. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the County for training and meetings which the County may find necessary from time to time.

### K. DUNS Number and Related Information

1. The DUNS number must be provided to County prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.

## Special Terms and Conditions – Exhibit C

3. If County cannot access or verify “Active” status the Contractor’s DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its DUNS number, the Contractor must immediately update the information as required.

### L. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any contracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with County until satisfactory status is restored.

### M. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

## Special Terms and Conditions – Exhibit C

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
  3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
  4. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
  5. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- N. The Contractor and its Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

### ARTICLE III. COMMENCEMENT OF WORK

Should the Contractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

### ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, single audit report, and general ledgers. All records pertaining to this Agreement must be made available for inspection and audit by the County or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of County upon termination of this Agreement, and are returned to County or transferred to another

## Special Terms and Conditions – Exhibit C

contractor as instructed by County.

- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit/monitoring and may be disallowed by County during the audit/monitoring resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Agreement. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

### ARTICLE V. ACCESS

The Contractor shall provide access to the County, federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

### ARTICLE VI. MONITORING AND EVALUATION

- A. Authorized County representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the County and State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

## Special Terms and Conditions – Exhibit C

- C. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by County.

### ARTICLE VII. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
  - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the County in cases of higher than usual risks.
  - 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
  - 3. If applicable, or unless otherwise amended by future regulation, the Contractor shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - a. \$750,000 if seating capacity is under 8
    - b. \$1,500,000 if seating capacity is 8 – 15
    - c. \$5,000,000 if seating capacity is over 15
  - 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the County within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

## Special Terms and Conditions – Exhibit C

- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: "The County of Inyo, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the County of Inyo and State of California under this Agreement." Professional liability coverage is exempt from this requirement.
  2. County shall be named as the certificate holder and County's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide County, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, County may, in addition to any other remedies it may have, terminate this Agreement.
- G. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to County with this Agreement.
- H. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

## ARTICLE VIII. TERMINATION

### A. Termination Without Cause

County may terminate performance of work under this Agreement, in whole or in part, without cause, if County determines that a termination is in the County's best interest. County may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to County a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the

## Special Terms and Conditions – Exhibit C

terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

### B. Termination for Cause

County may terminate, in whole or in part, for cause the performance of work under this Agreement. County may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to County a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

## **Special Terms and Conditions – Exhibit C**

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. County determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

### **C. Contractor's Obligation After Notice of Termination**

After receipt of a Notice of Termination, and except as directed by County, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.



## Special Terms and Conditions – Exhibit C

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

### D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by County, the reason for such action and, any conditions of the termination, including the date of termination.

### E. Voluntary Termination of Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

### F. In the Event of a Termination Notice

County will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

## ARTICLE IX. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to County as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

## ARTICLE X. DISSOLUTION OF ENTITY

## Special Terms and Conditions – Exhibit C

The Contractor shall notify County immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

### ARTICLE XI. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the County amendment process. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The County reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the California Department of Aging or the Executive Branch of State government.

### ARTICLE XII. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to County for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting in writing to the Inyo County Health and Human Services ESAAA at 163 May Street, Bishop, California 93514 or [mmann@inyocounty.us](mailto:mmann@inyocounty.us).
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the Inyo County Health and Human Services ESAAA at 163 May Street, Bishop, California 93514.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

## Special Terms and Conditions – Exhibit C

### ARTICLE XIII. INFORMATION INTEGRITY, AND SECURITY

#### A. Information Assets

The Contractor, shall have in place operational policies, procedures, and practices to protect County and State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov.

Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

## Special Terms and Conditions – Exhibit C

### B. Encryption of Computing Devices

The Contractor are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

### C. Disclosure

1. The Contractor, and its Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor is authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the County or CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

## Special Terms and Conditions – Exhibit C

### D. Security Awareness Training

1. The Contractor's employees, Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to the County or CDA upon request.

### E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Vendors comply with the privacy and security requirements of HIPAA.

### F. Security Incident Reporting

A security incident occurs when County or CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

### G. Security Breach Notifications

Notice must be given by the Contractor, and/or its Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

## Special Terms and Conditions – Exhibit C

### H. Software Maintenance

The Contractor and its Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

### I. Electronic Backups

The Contractor, and its Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Vendors, shall ensure that all data, files and backup files are encrypted.

### J. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Vendors.

## ARTICLE XIV. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

### A. Provision of Services

1. The Contractor shall take reasonable steps to ensure that “alternative communication services” are available to non-English speaking or Limited English Proficiency (LEP) beneficiaries of services under this Agreement.  
[22 CCR 11162]
2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff.
  - b. Contracts with interpreter services.
  - c. Use of telephone interpreter lines.
  - d. Sharing of language assistance materials and services with other providers.

## Special Terms and Conditions – Exhibit C

- e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.  
[22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement.  
[22 CCR 98310]

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

### B. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

## Special Terms and Conditions – Exhibit C

### C. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]



**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

**A. General Definitions**

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. “Contractor” means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “DUNS” means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.

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**Exhibit D – Special Terms and Conditions**

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)**

15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “OAA” means Older American Act.
18. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
19. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
20. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
21. “Recoverable cost” means the state and federal share of the questioned cost.

**B. Resolution of Language Conflicts**

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older American Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.

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**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)**

5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

**ARTICLE II. ASSURANCES**

**A. Law, Policy and Procedure, Licenses, and Certificates**

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

**B. Subcontracts**

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

**C. Nondiscrimination**

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

**1. Equal Access to Federally-Funded Benefits, Programs and Activities**

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

**2. Equal Access to State-Funded Benefits, Programs and Activities**

The Contractor shall, unless exempted, ensure compliance with the

ARTICLE II. ASSURANCES (Continued)

requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at:  
<http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

ARTICLE II. ASSURANCES (Continued)

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
  - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

**Exhibit D – Special Terms and Conditions****ARTICLE II. ASSURANCES (Continued)**

- c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
- d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
- 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
- 3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

**I. Contracts in Excess of \$100,000**

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

- 1. Clean Air Act, as amended. [42 USC 7401]
- 2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
- 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- 5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

**J. Debarment, Suspension, and Other Responsibility Matters**

- 1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

ARTICLE II. ASSURANCES (Continued)

- obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
  - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
- 2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
  - 3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
  - 4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

- 1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
- 2. These documents, including minute orders must also identify the action taken.
- 3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

ARTICLE II. ASSURANCES (Continued)

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.



ARTICLE II. ASSURANCES (Continued)

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

### ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

### ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

### ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person,

**Exhibit D – Special Terms and Conditions****ARTICLE V. SUBCONTRACTS (Continued)**

firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
  - 1. The Request for Proposal or Invitation for Bid.
  - 2. All bid proposals received.
  - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.

**Exhibit D – Special Terms and Conditions****ARTICLE V. SUBCONTRACTS (Continued)**

- M. The Contractor shall utilize procurement procedures as follows:
1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
  2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

**ARTICLE VI. RECORDS**

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the “Financial Closeout Report” (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA’s Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.

**ARTICLE VI. RECORDS (Continued)**

- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

**ARTICLE VII. PROPERTY**

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
  - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
  - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
  - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
  - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
  - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity,

ARTICLE VII. PROPERTY (Continued)

and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

- 1. Date acquired.
  - 2. Item description (include model number).
  - 3. CDA tag number.
  - 4. Serial number (if applicable).
  - 5. Purchase cost or other basis of valuation.
  - 6. Fund source
- F. Disposal of Property
- 1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.

**ARTICLE VII. PROPERTY (Continued)**

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
  1. For another CDA program providing the same or similar service.
  2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

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**ARTICLE VII. PROPERTY (Continued)**

- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

**ARTICLE VIII. ACCESS**

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

**ARTICLE IX. MONITORING AND EVALUATION**

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

**ARTICLE X. AUDIT REQUIREMENTS**

- A. General
  - 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any



**Exhibit D – Special Terms and Conditions****ARTICLE X. AUDIT REQUIREMENTS (Continued)**

entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing

services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

**B. CDA Fiscal and Compliance Audits**

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
  - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
  - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
  - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
  - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)

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**ARTICLE X. AUDIT REQUIREMENTS (Continued)**

- e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)
- C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)
  - 1. Contractor Single Audit Reporting Requirements
    - a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:  
  
California Department of Aging  
Attention: Audits Branch  
1300 National Drive, Suite 200  
Sacramento, California 95834
    - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
    - c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
    - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
  - 2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
  - 3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement

**Exhibit D – Special Terms and Conditions****ARTICLE X. AUDIT REQUIREMENTS (Continued)**

are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements
5. Contract resolution includes:
  - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
  - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
  - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
  - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
  - b. Records that identify adequately the source and application of funds for each federally funded activity.
  - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

**Exhibit D – Special Terms and Conditions**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- d. Comparison of expenditures with budget amounts for each federal award.
  - e. Written procedures to implement the requirements of 2 CFR 200.305.
  - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.  
[2 CFR 200.302 and 45 CFR 75.302]
  - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
  - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first.  
[2 CFR 200 512 and 45 CFR 75.512]
  - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
  - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
  - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
  - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.

**ARTICLE X. AUDIT REQUIREMENTS (Continued)**

8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
  - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
  - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
    - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
    - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are

**Exhibit D – Special Terms and Conditions****ARTICLE X. AUDIT REQUIREMENTS (Continued)**

conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

**ARTICLE XI. INSURANCE**

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
  2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
  3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - a. \$750,000 if seating capacity is under 8
    - b. \$1,500,000 if seating capacity is 8 – 15
    - c. \$5,000,000 if seating capacity is over 15
  4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

**Exhibit D – Special Terms and Conditions****ARTICLE XI. INSURANCE (Continued)**

- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
  - 1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
  - 2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

**ARTICLE XII. TERMINATION**

**A. Termination Without Cause**

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

**B. Termination for Cause**

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.



**ARTICLE XII. TERMINATION (Continued)**

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

**C. Contractor's Obligation After Notice of Termination**

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

**D. Effective Date**

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and

**ARTICLE XII. TERMINATION (Continued)**

Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

**E. Voluntary Termination of Area Plan Agreement (Title III Only)**

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

**F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)**

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

**G. In the Event of a Termination Notice**

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

**ARTICLE XIII. REMEDIES**

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

**ARTICLE XIV. DISSOLUTION OF ENTITY**

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

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**ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS**

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

**ARTICLE XVI. NOTICES**

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA045) to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

**ARTICLE XVII. DEPARTMENT CONTACT**

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

**Exhibit D – Special Terms and Conditions****ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY****A. Information Assets**

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

**B. Encryption of Computing Devices**

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

**C. Disclosure**

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning

**Exhibit D – Special Terms and Conditions****ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)**

persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. “Personal Identifying information” shall include, but not be limited to: name; identifying number; social security number; state driver’s license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor’s obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

**D. Security Awareness Training**

1. The Contractor’s employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer’s employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

**Exhibit D – Special Terms and Conditions****ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)****K. Provisions of this Article**

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA****A. Copyrights**

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**B. Rights in Data**

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts,

**Exhibit D – Special Terms and Conditions****ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)**

equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES****A. Needs Assessment**

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:



**Exhibit D – Special Terms and Conditions****ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)**

- a. Methodologies used.
  - b. The linguistic and cultural needs of non-English speaking or LEP groups.
  - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

**B. Provision of Services**

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement.  
[22 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff.
  - b. Contracts with interpreter services.
  - c. Use of telephone interpreter lines.
  - d. Sharing of language assistance materials and services with other providers.
  - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.  
[22 CCR 11162]

**Exhibit D – Special Terms and Conditions****ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)**

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

**C. Compliance Monitoring**

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

**D. Notice to Eligible Beneficiaries of Contracted Services**

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT**

**A. General Assurances**

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
  - a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
  - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
  - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for NAPIS.
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "older relative caregiver" [OAA § 373(a)-(b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs,

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

15. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.
- |        |   |
|--------|---|
| 93.041 | Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).       |
| 93.042 | Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2). |
| 93.043 | Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services<br><br>(Title III D).                                 |
| 93.044 | Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers<br><br>(Title III B).                                |
| 93.045 | Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).  |
| 93.052 | National Family Caregiver Support Program-Title III, Part E.  |
| 93.053 | Nutrition Services Incentive Program.   |

"Cluster of programs" means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
  - a. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.
  - b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
  - c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
  - d. Each service provider will:
    - i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
    - ii. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
    - iii. Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution; and
    - iv. Establish appropriate procedures to safeguard and account for all contributions.
    - v. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.
18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.
19. The Contractor, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
20. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
21. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
  - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
  - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
  - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
22. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
23. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

24. The Contractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]
25. The Contractor shall assure that the following publication conditions are met:

Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

- a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
- b. give the name of the entity, the address, and telephone number at which the supporting data is available and
- c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

**B. Assurances Specific to the Ombudsman Program**

The Contractor shall assure the following:

1. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
2. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
3. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A)] [45 CFR 1324.11(e)(2)(i)] [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a)] [22 CCR 8020(b)]
4. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate



**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman.

[OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)]  
[Welf. & Inst. Code § 9724]

5. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
6. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(5)(B)] [45 CFR 1324.13(c)(3)]  
[Welf. & Inst. Code § 9719(a)]
7. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures.. [OAA §§ 705(a)(6)(C); 712(d)(2)]  
[45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
8. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(7)]  
[45 CFR 1324.13(h)(10)] [Welf. & Inst. Code § 9717(c)] [Statewide Standards for Legal Assistance in California]
9. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]
10. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

- a. All local staff that are wholly or partly funded by Ombudsman Program resources.
- b. Their titles/roles within the Program.
- c. The number of hours per week charged to the Local Ombudsman Program for each position.

[45 CFR 1324.13(b),(c)]

- 11. The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]
- 12. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues [45 CFR 1324.13(b),(c)].
- 13. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records.  
[OAA § 705(a)(6)(C)] [45 CFR 1324.19(b)(2)(i)]  
[Welf. & Inst. Code §§ 9725; 15633(c)]
- 14. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c)]  
[45 CFR 1324.13(d)] [Welf. & Inst. Code § 9716(a)]
- 15. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

**C. Assurances Specific to Legal Service Providers (LSPs)**

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.
9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV of this Agreement entitled, Amendments, Revisions, or Modifications.

**ARTICLE II. REPORTING PROVISIONS**

- A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements.  
[Welf. & Inst. Code § 9102 (a)(5)]

**ARTICLE II. REPORTING PROVISIONS (Continued)**

- B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

1. Quarterly, the Contractor shall submit data reports for OAA-funded programs as follows:

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

<b>Reporting Period</b>	<b>Due Date</b>
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team ([DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov)), a written explanation including the reasons for the delay and the estimated date of submission.
4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

- C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program services

The Contractor shall submit program data reports electronically as follows:

1. Upload the NAPIS State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services Quarterly Aggregate Report Form (CDA 1022) via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).

**ARTICLE II. REPORTING PROVISIONS (Continued)**

3. Submit performance data reports quarterly.
  4. Submit NAPIS SPR reports annually.
- D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.
1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.
    - a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
    - b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.
  2. The Contractor shall review and verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections, in accordance with CDA requirements.
- E. Reporting Provisions Specific to the Ombudsman Program
- The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based NORS utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.
1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data may be sent to the corresponding AAA.
  2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) with a copy to the AAA.
- F. The Contractor shall have written reporting procedures specific to each program which include:

**ARTICLE II. REPORTING PROVISIONS (Continued)**

1. Collection and reporting of program data for the Contractor and Subcontractor.
  2. Ensuring accuracy of all data from the Contractor and Subcontractor.
  3. Verification of the Contractor and Subcontractor data prior to submission to the CDA Data Team.
  4. Procedures for the Contractor and Subcontractor on correcting data errors.
  5. A methodology for calculating and reporting:
    - a. Total estimated unduplicated clients in each non-registered service.
    - b. Total estimated unduplicated clients in all non-registered services.
    - c. Total estimated unduplicated clients across all registered and non-registered services.
  6. A performance data monitoring process.
- G. The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.
- H. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention
1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) on the following reporting due dates:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of “Elder Abuse Prevention, Education and Training Sessions” and “Elder Abuse Prevention Educational Materials” into CARS on a quarterly basis.

**ARTICLE II. REPORTING PROVISIONS (Continued)**

3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

**I. Reporting Provisions Specific to Title III C-2**

he contractor shall provide quarterly data about their FY 2019-20 Title III C-2 Wait List(s), using a template provided by CDA, via email to [CDANutritionandHealthPromotion@aging.ca.gov](mailto:CDANutritionandHealthPromotion@aging.ca.gov). The categories may include, but are not limited to the following:

- Number of unduplicated clients on the Wait List
- Number of unduplicated clients removed from the Wait List
- Number of new unduplicated clients added to the Wait List

**ARTICLE III. APPEAL PROCESS**

- A. The Contractor may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710.

Such appeal shall be filed within thirty (30) days of receipt of CDA's notice of adverse determination.

- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

**ARTICLE IV. TRANSITION PLAN**

- A. The Contractor shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
  1. A description of how clients will be notified about the change in their service provider.

**ARTICLE IV. TRANSITION PLAN (Continued)**

2. A plan to communicate with other organizations that can assist in locating alternative services.
  3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
  4. A plan to evaluate clients in order to assure appropriate placement.
  5. A plan to transfer any confidential medical and client records to a new contractor.
  6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
  7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
  8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
  9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM**

- A. Transition of Local Ombudsman Services
1. The Contractor shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.
  2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:



**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)**

- a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.
- b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

**B. Transition Plan**

- 1. The Contractor shall submit a Transition Plan to the State Ombudsman within fifteen (15) days from the occurrence of any of the following:
  - a. The Contractor's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.
  - b. The Contractor's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.
  - c. The Contractor's receipt of written notice of CDA's intent to terminate the Contract for Ombudsman services.
  - d. The Transition Plan shall be submitted to:

CDA OSLTCO  
1300 National Drive, Suite 200  
Sacramento, CA 95834  
Attn: State Ombudsman
- 2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
  - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.

**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)**

- b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.
- 3. The Transition Plan shall, at a minimum, include the following:
  - a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
  - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
  - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
  - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
  - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
- C. The Contractor shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the State Ombudsman to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

**Attachment: 2024 Insurance Requirements for  
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. *(Provision waived if contract excludes direct service to minors, this is persons under the age of 18 years, or other vulnerable populations.)*
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses. *(Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)*

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

**OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Attachment: 2024 Insurance Requirements for  
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

**Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

**Waiver of Subrogation:** Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

**Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

**Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Attachment: 2024 Insurance Requirements for  
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

***Verification of Coverage:*** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances:*** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

 Print

**MEETING DATE** April 8, 2025

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Guardrail Replacement Project  
Phase 1

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Authorization to bid and award the county wide Guardrail Replacement Project Phase 1.

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### RECOMMENDED ACTION:

1. Approve the attached bid package and authorize the Public Works Department to advertise for bids. 2. Authorize the Public Works Director to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount less than or equal to available project funds. 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, 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. 4. Authorize the Public Works Director to reject all bids, as permitted by Public Contracting Code requirements. 5. Determine that the project is exempt from the California Environmental Quality Act under Section 15301 as a Class 1 Exemption.

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### FISCAL IMPACT:

Total programmed state funding for construction is \$975,000 in the Highway Safety Improvement Program (HSIP). State reimbursement is 100 percent funded with HSIP state funds; no local match is required. If needed, local transportation funds (SB1 / RMRA) will be applied to this project to supplement construction and to provide funds for contingency and construction engineering. Exact costs will be based on actual bids received. There will be no impact to the General Fund for construction of this project.

---

**CONTACT NAME:** Chad Senior

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

---

**SEND COPIES TO:**

csenior@mono.ca.gov

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**MINUTE ORDER REQUESTED:**

☒ YES ☐ NO

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**ATTACHMENTS:**

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<b>Click to download</b>
 <a href="#">Staff Report</a>
 <a href="#">Project Manual</a>
 <a href="#">Plan Set</a>

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## History

Time	Who	Approval
4/2/2025 4:40 PM	County Counsel	Yes
4/3/2025 2:03 PM	Finance	Yes
4/3/2025 4:03 PM	County Administrative Office	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** April 8, 2025  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Chad Senior, Transportation and Environmental Engineer  
**Re:** Authorization to Bid and Award the Mono County Guardrail Replacement Project Phase 1  
State Project No. HSIPSL-5947(064)

### Background:

This Highway Safety Improvement Program (HSIP) project will replace existing guardrails on portions of Lower Rock Creek Road, Benton Crossing Road, Gull Lake Road, and Twin Lakes Road. Authorization from the state to proceed with construction was obtained on March 27, 2024.

### Discussion:

Upon Board of Supervisor approval, the project will be advertised for bid on Mono County's Bid Management System to begin construction in the summer / fall of 2025. The project manual is attached to this staff report for Board reference. The project manual includes the invitation for bids, bid proposal documents, contract documents, special provisions, and technical specifications. The project plans are available for your reference as a separate document.

Note, a Program Supplement Agreement (PSA) with Caltrans was approved by the Board by Resolution (R22-01) on January 4, 2022. The PSA authorizes the State to disburse the appropriate funds necessary to reimburse the County for costs related to the Guardrail Replacement Project Phase 1.

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

Please contact me at 760.924.1812 or by email at [csenior@mono.ca.gov](mailto:csenior@mono.ca.gov) if you have any questions regarding this project.

Respectfully submitted,

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

Chad Senior,  
Transportation and Environmental Engineer

Attachments: Project Manual  
Project Plans



# **SECTION I**



## **INVITATION FOR BIDS**

### **Guardrail Replacement Project Phase 1**

**Project No. 9321**

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COUNTY OF MONO  
DEPARTMENT OF PUBLIC WORKS

**INVITATION FOR BIDS**

GUARDRAIL REPLACEMENT PROJECT PHASE 1  
Project No. 9321

Notice is hereby given that the Mono County (“County”) Department of Public Works calls for bids from qualified general engineering contractors for Mono County’s GUARDRAIL REPLACEMENT PROJECT PHASE 1 (“Project”). The project is funded by the Highway Safety Improvement Program (HSIP) using state funding. The purpose of this Project is to replace existing damaged and deficient guardrail at various locations in Mono County including Benton Crossing Road, Lower Rock Creek Road, Twin Lakes Road, and Gull Lake Road. All replacement guardrail and end sections shall meet the Manual for Assessing Safety Hardware (MASH) requirements.

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

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

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

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

The Project and all work (Bid Items 1 through 19) must be completed within **40 working days** from the date of issuance of the Notice to Proceed.

An **optional** pre-bid conference will be held at the County's Public Works Conference Room, Second Floor of Annex 1, 74 N School Street, Bridgeport, California 93517. Participants who wish to attend online remotely via the web may do so. Online web access to attend the meeting will be posted on the Mono County Bid Management System prior to the scheduled date. The optional pre-bid conference is scheduled for **11:00 am Wednesday April 23, 2025**. Site visits to project locations will be scheduled in the afternoon by request. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, or any other reason, all plan-holders will be notified in advance.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517 or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than **3:00 pm Wednesday April 30, 2025 ("Bid Submission Deadline")**. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

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



Chad Senior  
Associate Engineer  
Mono County Department of Public Works

COUNTY OF MONO  
DEPARTMENT OF PUBLIC WORKS

**INSTRUCTIONS TO BIDDERS**  
GUARDRAIL REPLACEMENT PROJECT PHASE 1  
Project No. 9321

1. **SECURING BID DOCUMENTS**

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

2. **PRE-BID CONFERENCE**

An **optional** pre-bid conference will be held at the County’s Public Works Conference Room, Second Floor, 74 N School Street, Bridgeport, California 93517 to review the project scope and requirements. Interested parties may attend the meeting in person or online via Zoom. Information to join the meeting online will be posted on the County’s Bid Management System prior to the scheduled conference. The conference is scheduled for **11:00 am, Wednesday, April 23, 2025**. If requested, a field visit can be scheduled for the afternoon to visit project locations. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference or site visit for any reason, all plan-holders will be notified in advance.

3. **INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS**

- A. For information not provided in the Project Manual, bidders shall refer to the Standard Plans or Standard Specifications.
- B. Should bidders find discrepancies in, ambiguities, or omissions from, the Project Manual, or should there be any doubt as to their meaning, they shall at once notify the Director of the Department of Public Works and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on the Mono County Bid Management System. Failure to raise any such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract. In the event that written addenda or bulletins of instructions are issued, all bidders will be required to acknowledge that they have reviewed and considered such addenda or bulletins in formulating their bids.
- C. No employee, agent, or representative of the County, or anyone else, is authorized to give

oral instructions, interpretations, or explanations of the Project Manual, and a submission of a bid constitutes agreement by a bidder that its representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder to direct the bidder's attention to the specific provisions of the Project Manual that cover the subject of the inquiry.

#### 4. APPROXIMATE QUANTITIES

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

#### 5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Long Valley Streets Project Proposal Forms ("Proposal Forms") contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal Forms shall be without interlineations, alterations, or erasures.
- B. ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER. Proposal Forms (contained herein on pages **BD-1 through BD-20**) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this project. After bid opening, the County will determine available funding, and, if it chooses to do so, the County will award a contract for construction of the project. For purposes of comparing bids and determining the apparent low bidder, the County will use the amount entered as the "**Bidder's Total Project Cost**" on page **BD-3** of the proposal forms.
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidences that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- F. Bidders' attention is directed to the insurance and bond requirements described below and

as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.

- G. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning Buy America, Disadvantaged Business Enterprises, employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. This Project is not subject to Disadvantaged Business Enterprise (DBE) requirements. However, Mono County encourages DBE participation for this project.
- I. Proposal Forms (contained herein on pages **BD-1 through BD-20** and bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **GUARDRAIL REPLACEMENT PROJECT PHASE 1** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.
- J. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than **3:00 pm, Wednesday, April 30, 2025** ("Bid Submission Deadline"). Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- K. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

#### 6. MODIFICATION OF BID

A bidder may modify its bid by written communication provided such communication is received via email to Chad Senior at [csenior@mono.ca.gov](mailto:csenior@mono.ca.gov) or by the Clerk of the Board of Supervisors up to, but not later than, the Bid Submission Deadline described above Paragraph 5.I. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

#### 7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the bidder up to, but not later than, the Bid Submission Deadline described above in Paragraph 5.I. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an



authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the bidder in preparing the bid shall not entitle the bidder to withdraw the bid subsequent to the County opening bid proposals.

#### 8. AGREEMENT AND BONDS

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

#### 9. OPENING OF BIDS

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

#### 10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Department of Public Works will evaluate the bids; identify the lowest responsive bid by a responsible bidder; send



a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted to the identified Bidder (copied to all Bidders); and agendize the matter for review by the Board of Supervisors, or a board approved designee. Bids will be reviewed to determine whether to proceed with the contract award or to reject all bids if it is in the public interest to do so, and in accordance with applicable laws. If electing to proceed to contract award, authorization will be provided to execute the contract with the successful bidder.

In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail.

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

#### 11. BID PROTEST PROCEDURE

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

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

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

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

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

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

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

## 12. AWARD OR REJECTION OF BIDS

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

## 13. CONTRACT EXECUTION

- A. The County will issue a Notice of Intent to Award for the project initiating the 5-day bid protest period. The successful bidder shall provide a certificate of insurance that meets the requirements stated in the sample contract attached to this bid package within five business

days after the bid protest period ends. The County will prepare the contract upon receipt of the approved insurance certificate and send the contract out for signature. The successful bidder shall execute and return the contract within five (5) calendar days following receipt of such contract. Failure to do so by the successful bidder shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by both parties constitutes execution of a contract for the Project.

- B. Required bonds shall be provided to the County immediately after execution of the contract and prior to issuance of the Notice to Proceed with construction. The bonds shall be approved by Mono County prior to the start of construction date identified in the Notice to Proceed. In the event the successful bidder is unable to physically deliver the required bonds, and where approved in writing by the Director of the Department of Public Works, the bidder shall, prior to its commencement of the work, submit evidence satisfactory to the County that such bonds will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible, responsive bidder to sign and return a contract for the Project with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible, responsive bidder, and so forth, until a fully-executed contract for the Project and acceptable bonding and insurance certificates are received by the County.
- D. The bid security of all bidders will be retained by the County until a contract for the Project is executed by the successful Bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the bidders whose proposals they accompanied.

#### 14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the successful bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project and related work will be held responsible for their work, which shall be subject to the provisions of the Project Manual and any contract executed pursuant to this Invitation for Bids.
- B. Each bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or Ten Thousand dollars (\$10,000.00), whichever is greater, of the bidder's bid.
- C. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set forth.
- D. No bidder whose bid is accepted shall, without consent of the Director of the Department of Public Works, do any of the following:

- (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or
  - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or
  - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Director of the Department of Public Works, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.

#### 15. INTEREST IN MORE THAN ONE BID

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

#### 16. COORDINATION WITH OTHER CONTRACTORS

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

#### 17. SUBSTITUTIONS

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

#### 18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as the Contractor, will be required to furnish a valid Mono County Business License issued by County's Office of the Treasurer prior to commencing the

work. Additionally, a valid Mono County Business License shall be furnished for all subcontractors prior to beginning work.

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

#### 19. LABOR REQUIREMENTS

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

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

#### 20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

Project construction shall begin on the start date stated in the Notice to Proceed issued by the County. If a construction start date is not stated in the Notice to Proceed, the Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed. The Project and all related work shall be diligently prosecuted to completion before the expiration of **Forty (40) working days** from the construction start date. By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions; (3) and that it is agreed by

both parties that the successful bidder, as the Contractor, will pay Mono County liquidated damages specified in Exhibit 1 of the Sample Standard Agreement.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

**PROPOSAL FORMS**



**GUARDRAIL REPLACEMENT PROJECT PHASE 1**

**Project No. 9321**



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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

**PROPOSAL FORMS**

Guardrail Replacement

Project No. 9321

Proposal of \_\_\_\_\_ (“Bidder”), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_, (e.g., “a partnership;” “a corporation;” “a sole proprietor”), as applicable to the County of Mono, (“County”). This bid proposal consists of the attached pages **BD-1 through BD-20**.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for the **GUARDRAIL REPLACEMENT PROJECT PHASE 1 (“Project”)** in strict accordance with the Project Manual, which include the Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Construction Quality Assurance Program, Agreement, any applicable addenda issued by the County’s Department of Public Works, and other Contract Documents within the time set forth therein at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the Project and related work contemplated in the Project Manual and described in any contract executed pursuant to this Invitation for Bids.

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

Bidder hereby agrees to commence work on the Project pursuant to any contract executed pursuant to this Invitation for Bids on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 40 working days from the date of issuance of the Notice to Proceed**, pursuant to the provisions specified in any contract executed pursuant to this Invitation for Bids.

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

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder’s Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Office Telephone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contractor’s Calif. License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Mono County Business License. No.: \_\_\_\_\_

Name of Company Officer: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date

(Add seal if by a corporation)

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## BID SCHEDULE

### Mono County Guardrail Replacement Project - Phase 1

State Project No. HSIPSL-5947(064)

County Project No. 9321

CONTRACTOR: \_\_\_\_\_

Guardrail Replacement Project Phase 1				Bid Items		
Item No.	Spec	Item	Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS		
2	13	Water Pollution Control - BMP Installation	1	LS		
3	12	Temporary Traffic Control	1	LS		
4	15	Remove Existing Wood Post Guardrail	3,638	LF		
5	15	Remove Existing Steel Post Guardrail	1,363	LF		
6	15	Treated Wood Waste Disposal	52,751	lb.		
7	17, 19	Grub/Remove Exist Vegetation/Grade and Compact Shoulder	5,279	LF		
8	83	Install 31" Midwest Guardrail (6' Steel Post)	675	LF		
9	83	Install 31" Midwest Guardrail (8' Steel Post)	3,826	LF		
10	83	Midwest Guardrail Transition Railing Type WB-31 (Pay Limit 25')	4	EA		
11	83	Steel Post with Bottom Plate (Attachment to Conspan)	6	EA		
12	83	Install Thrie Beam Rail Across Conspan Railing (2 Nested Rails)	25	LF		
13	83	Mash Tangent Terminal, Type MSKT, TL-3, (Pay Limit 46'-10.5")	1	EA		
14	83	Mash Tangent Terminal, Type MSKT, TL-2, (Pay Limit 25')	3	EA		
15	83	Mash Flared Energy Absorbing Terminal (MFLEAT) Section, TL-3 (Pay Limit 39'-7")	10	EA		
16	83	End Anchor Assembly Type SFT-M (Pay Limit 12.5')	1	EA		
17	83	Install Midwest Guardrail Delineator	50	EA		
18	83	Buried Post End Section (Pay Limit 12.5')	7	EA		
19	83	Gavanized Surface Color Treatment (Natina, or Equivalent)	1	LS		

**BIDDER'S TOTAL PROJECT COST:**

**(BID ITEMS 1 THROUGH 19)**

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COUNTY OF MONO, DEPARTMENT  
OF PUBLIC WORKS

**EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 1**

GUARDRAIL REPLACEMENT PROJECT PHASE 1

Project No. 9321

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number
				DIR Reg Number		
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						

**EXHIBIT 12B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 2**  
**GUARDRAIL REPLACEMENT PROJECT PHASE 1**  
**PROJECT NO. 9321**

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number
				DIR Reg Number		
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
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City, State						
NAME						
City, State						

**ACKNOWLEDGEMENTS**  
GUARDRAIL REPLACEMENT PROJECT PHASE 1  
Project No. 9321

**RECEIPT OF ADDENDA**

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

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_

Subject Matter: \_\_\_\_\_

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

**ACKNOWLEDGEMENT OF SITE VISIT**

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

Lower Rock Creek Road:      ☐ Yes    ☐ No

Benton Crossing Road:      ☐ Yes    ☐ No

Gull Lake:                      ☐ Yes    ☐ No

Twin Lakes Road:              ☐ Yes    ☐ No

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

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS  
**DISCLOSURES AND CERTIFICATIONS**  
GUARDRAIL REPLACEMENT PROJECT PHASE 1  
Project No. 9321

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

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats.1985), the Bidder shall complete the following questionnaire under penalty of perjury:

**PUBLIC CONTRACT CODE SECTION 10285.1 QUESTIONNAIRE**

Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of any "public works contract," as defined in Public Contract Code Section 1101, with any "public entity," as defined in Public Contract Code Section 1100, the Regents of the University of California, or the Trustees of the California State University? The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 102985.1.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

**PUBLIC CONTRACT CODE 10232 STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Questionnaires and Statement are a part of the Proposal. Signing on the signature portion of this Proposal shall also constitute signature of this Questionnaire and Statement, and the Bidder declares under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



**WORKERS' COMPENSATION CERTIFICATION**

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

**NON-COLLUSION AFFIDAVIT**

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

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

Note: The above Workers' Compensation Certification and Non-Collusion Affidavit are a part of the Proposal. Signing on the signature portion of this Proposal constitutes signature on the above certification and affidavit, and the Bidder declares under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

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

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to Executive Orders 10925, 11114, and 11246 and that have not filed reports when required should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor (and/or subcontractor) submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director of the U.S. Department of Labor’s Office of Federal Contract Compliance.

If the bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, “Employee Information Report EEO-1” prior to the award of any contract issued pursuant to this IFB.

- D. This certification is required by the Equal Employment Opportunity Regulations of the Secretary of the Department of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or less are exempt).
- E. Contractor/Subcontractor certifies that he is not currently in receipt of any outstanding letters of deficiency, show cause, probable cause, or other such Notification of Non-compliance with EEO regulations.
- F. A compliance certificate in conformance with this section is not required at time of bid, but each subcontractor must provide this certificate to the County prior to execution of any contract issued pursuant to this IFB. If available, subcontractor certificates may be supplied at time of bid. Subcontractor signature below certifies Equal Employment Opportunity compliance. Each subcontractor shall answer the questions in Item C above and sign a copy of this page.

\_\_\_\_\_  
Subcontractor Name\_\_\_\_\_  
Subcontractor Signature\_\_\_\_\_  
Date

Notice: This Certificate is a part of the Proposal. Signing on the signature portion of the Proposal shall also constitute the Bidder’s “Equal Employment Opportunity Compliance Certificate” and the Bidder declares under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**DEBARMENT AND SUSPENSION CERTIFICATION****TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The Bidder, under penalty of perjury, certifies that, except as noted below, she/he or any other person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicated, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

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

Notice: This Certification is part of the Proposal. Signing on the signature portion of the Proposal shall also constitute signature of this Certification and the Bidder declares under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **BIDDER'S QUALIFICATION STATEMENT**

### GUARDRAIL REPLACEMENT PROJECT PHASE 1

Project No. 9321

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

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

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

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

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

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

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

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

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

**1. GENERAL INFORMATION:**

A. Type of organization: \_\_\_\_\_

If Corporation, include year and state incorporated If

Partnership, state whether general or limited

If Sole Proprietorship, include name of owner

If Joint Venture\*, include name all partnering firms

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

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

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

\_\_\_\_\_ Yes (attach explanation)

\_\_\_\_\_ No (not qualified)

**2. PERSONNEL:**

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

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

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

**3. FINANCIAL INFORMATION:**

- A. Are there any liens outstanding against the Contractor?  
(if yes, provide a detailed explanation on an attached sheet) ☐ Yes ☐ No
- B. Has the Contractor, principals, or key personnel been party to a  
bankruptcy or reorganization proceeding with the last five years? (if  
yes, provide a detailed explanation on an attached sheet) ☐ Yes ☐ No
- C. Annual sales dollar volume of Contractor: \$ \_\_\_\_\_

**4. INTEGRITY OF CONTRACTOR:** Please provide an explanation on an attached sheet for any of the following questions with the answer "yes".**A. During the past five years has the Contractor:**

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

**B. During the past five years has the Contractor, Principals or Key Personnel:**

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

- vi. Been found to have committed a violation of any labor law or regulation including prevailing wage rates and fair labor practices? ☐ Yes ☐ No
- vii. Been found to have committed an OSHA “serious violation”? ☐ Yes ☐ No
- viii. Been found to have committed a construction-related violation of federal, state, or local environmental law or regulation? ☐ Yes ☐ No

## 5. BIDDING CAPABILITY AND PREVIOUS EXPERIENCE:

- A. Provide a detailed narrative of the Contractor's experience and involvements in guardrail installation and construction / repair processes. Previous experience in this field of construction is necessary for the Contractor to be found responsible specific to this Project. Additional information can be provided on an attached sheet.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings on the paper.

☐ mark if continued on an attached sheet

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

- |  |  |
|--|--|
| <input type="checkbox"/> 1. Grading & Earthwork          | <input type="checkbox"/> 13. Micro-surfacing                       |
| <input type="checkbox"/> 2. Structural Concrete Work     | <input type="checkbox"/> 14. Slurry Sealing                        |
| <input type="checkbox"/> 3. Hot Mix Asphalt Paving       | <input type="checkbox"/> 15. Tack Coat Placement                   |
| <input type="checkbox"/> 4. Guardrail Repair             | <input type="checkbox"/> 16. Utility Placement                     |
| <input type="checkbox"/> 5. Guardrail Installation       | <input type="checkbox"/> 17. Traffic Control                       |
| <input type="checkbox"/> 6. Guardrail Color Treatment    | <input type="checkbox"/> 18. SWPPP Preparation                     |
| <input type="checkbox"/> 7. Bridge Rail Installation     | <input type="checkbox"/> 19. Roadway Sign Placement                |
| <input type="checkbox"/> 8. Full Depth Reclamation (FDR) | <input type="checkbox"/> 20. Roadway Paint Striping                |
| <input type="checkbox"/> 9. Hot Mix Asphalt Overlays     | <input type="checkbox"/> 21. Roadway Paint Markings                |
| <input type="checkbox"/> 10. Pile Driving                | <input type="checkbox"/> 22. Erosion Control Protection /BMP       |
| <input type="checkbox"/> 11. Concrete Repair / Grout     | <input type="checkbox"/> 23. Roadway Culvert Installation / Repair |
| <input type="checkbox"/> 12. Trenching / Shoring         | <input type="checkbox"/> 24. Metal Fabrication and Welding         |

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

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

- D. Use the following form on the next page to describe Bidder's experience on completed or ongoing projects over the last five (5) years. A separate sheet must be completed for each project; a minimum of three (3) projects are required.



**PROJECT EXPERIENCE WITH GUARDRAIL INSTALLATION PROJECTS**

Project Status:

- ☐ Project completed  
☐ Work in progress

Contractor's Role\*:

- ☐ Prime Contractor  
☐ Subcontractor  
☐ Joint Venture Partner

\* Entity submitting proposal is considered "Contractor"

Facility / Project Name: \_\_\_\_\_

Address of Project: \_\_\_\_\_

Project Owner: \_\_\_\_\_

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

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

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

Start Date: \_\_\_\_\_ Scheduled Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_

Construction Manager / Project Manager:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Architect / Engineer:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Reference familiar with Contractor's performance:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Description of work performed by Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## **BID BOND**

*(MINIMUM 10% OF TOTAL BID AMOUNT)*

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

### **GUARDRAIL REPLACEMENT PHASE 1 (PROJECT NO. 9321)**

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

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

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

PRINCIPAL:

Executed on: \_\_\_\_\_

By: \_\_\_\_\_

(Seal of Corporation)

Title: \_\_\_\_\_

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

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

Any claims under this bond may be addressed to:

\_\_\_\_\_ (Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Name and address of Surety’s agent for service  
of process in California, if different from above)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Telephone number of Surety’s agent in Calif.)

(Attach notary acknowledgement)

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
(Attorney-in-Fact)

## **SECTION II**



### **SAMPLE STANDARD AGREEMENT GUARDRAIL REPLACEMENT PROJECT PHASE 1**

**Project No. 9321**

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**AGREEMENT BETWEEN COUNTY OF MONO  
AND CLICK HERE TO ENTER TEXT  
FOR THE CONSTRUCTION OF THE GUARDRAIL REPLACEMENT PROJECT PHASE 1  
PROJECT NO. 9321**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of CLICK HERE TO ENTER TEXT of CLICK HERE TO ENTER TEXT (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of 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:** Federal Contracting Provisions
- ☐ **Exhibit 7:** CDBG Requirements
- ☐ **Exhibit 8:** HIPAA Business Associate Agreement
- ☐ **Exhibit 9:** Other \_\_\_\_\_

**2. TERM**

The term of this Agreement shall be from CLICK HERE TO ENTER TEXT, to CLICK HERE TO ENTER TEXT, unless sooner terminated as provided 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 \$CLICK HERE TO ENTER TEXT, not to exceed \$CLICK HERE TO ENTER TEXT in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors - (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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



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

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

#### **4. WORK SCHEDULE**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

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

#### **7. COUNTY PROPERTY**

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## 8. INSURANCE

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

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

☒ Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

☒ Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$5,000,000 per accident for bodily injury and property damage.

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

☐ Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

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

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

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

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

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

County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

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

## 9. STATUS OF CONTRACTOR

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

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

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

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

## **10. 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 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 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.

## **11. RECORDS AND AUDIT**

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

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

## **12. 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.

### **13. 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 shall not apply.

### **14. 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.

### **15. 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.

### **16. 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 22.

### **17. 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.

### **18. 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.

## **19. 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.

## **20. 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.

## **21. 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 22.

## **22. 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.

## **23. NOTICE**

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

County of Mono:

Mono County Department of Public Works  
Attn: Chad Senior  
74 N School Street, PO Box 457 Bridgeport, CA 93546  
Phone: 760 924-1812  
Email: csenior@mono.ca.gov

Contractor:

CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT

CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT

#### 24. 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. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

#### 25. ENTIRE AGREEMENT

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

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

**COUNTY OF MONO:**

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Click here to enter text.

Name: Click here to enter text.

Title: Click here to enter text.

Title: Click here to enter text.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager



## ATTACHMENT A

### AGREEMENT BETWEEN THE COUNTY OF MONO AND CLICK HERE TO ENTER TEXT FOR THE CONSTRUCTION OF THE GUARDRAIL REPLACEMENT PROJECT PHASE 1 PROJECT NO. 9321

#### TERM:

**FROM: CLICK HERE TO ENTER TEXT    TO: CLICK HERE TO ENTER TEXT**

#### SCOPE OF WORK:

County has selected, and Contractor shall construct, project Bid Items 1 through 19 set forth in project manual and included in Attachment B of this agreement.

The major work items of this the GUARDRAIL REPLACEMENT PROJECT PHASE 1, Project No. 9321 (“Project”) are to remove existing guardrail and install new guardrail at locations on Lower Rock Creek Road, Benton Crossing Road, Gull Lake Road, Twin Lakes Road, and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with the Project’s Invitations for Bids and the Contract Documents, including the Project Manual, Project Plans, the Standard Specifications and the Standard Plans (2023) issued by the California Department of Transportation, and the AASHTO Green Book (2018) as they may have been amended for County’s use and the California Manual on Uniform Traffic Control Devices (MUTCD).

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

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

#### SCHEDULE OF FEES:

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

#### WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein. All work shall be completed within **Forty (40) working days** of the start of construction date stated in the Notice to Proceed issued by the County. Contractor shall pay County liquidated damages in the amount of **3,600.00 per day** for any working days exceeding forty (40) working days. Completion of site improvements shall be specified by the Department of Public Works in a Notice of Completion filed in the Office of the County Recorder.

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**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND CLICK HERE TO ENTER TEXT FOR  
THE CONSTRUCTION OF THE GUARDRAIL REPLACEMENT PROJECT PHASE 1  
PROJECT NO. 9321**

**TERM:**

**FROM: CLICK HERE TO ENTER TEXT    TO: CLICK HERE TO ENTER TEXT**

**SCHEDULE OF FEES:**

CLICK HERE TO ENTER TEXT

☒ See Attachment B1, incorporated herein by this reference.

**ATTACHMENT B1**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND CLICK HERE TO ENTER TEXT FOR  
THE CONSTRUCTION OF THE GUARDRAIL REPLACEMENT PROJECT PHASE 1  
PROJECT NO. 9321**

**TERM:**

**FROM: CLICK HERE TO ENTER TEXT    TO: CLICK HERE TO ENTER TEXT**

**Bid Schedule:**

[Insert Bid Schedule]

## EXHIBIT 1

# AGREEMENT BETWEEN THE COUNTY OF MONO AND CLICK HERE TO ENTER TEXT FOR THE CONSTRUCTION OF THE GUARDRAIL REPLACEMENT PROJECT PHASE 1 PROJECT NO. 9321

## 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 apparatuses 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.
- E. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents, businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

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

Mono County Sheriff's Department	(760) 932-7549
Southern California Edison	(760) 924-4810
Paradise Fire Protection District	(760) 387-2255
Wheeler Crest Fire Protection District	(760) 387-2519

Long Valley Fire Protection District	(760) 935-4545
June Lake Fire Protection District	(760) 648-7690
Bridgeport Fire Protection District	(760) 932-7353

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

## **2.2 OTHER PROJECTS.**

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

## **2.3 PROTECTION OF PROPERTY.**

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

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

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

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

## **2.4 ENVIRONMENTAL PROTECTION.**

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

## **2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.**

Should the Contractor encounter materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance



has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

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

## **2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.**

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor 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), employee(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 drainpipes 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 **FORTY (40) 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 **\$3,600.00 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 dollar amount located in the Caltrans Local Assistance Procedures Manual, Chapter 12, page 16, Table 12-1: Liquidated Damages.

#### **14.3 BREACH.**

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

### **SECTION 15. PROJECT CLOSEOUT**

#### **15.1 "As-Built" Drawings.**

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

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## EXHIBIT 2

### AGREEMENT BETWEEN THE COUNTY OF MONO AND [Click here to enter text.](#)FOR THE CONSTRUCTION OF THE GUARDRAIL REPLACEMENT PROJECT PHASE 1 PROJECT NO. 9321

**PREVAILING WAGES AS OF:** [Click here to enter text.](#)

#### 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. POST 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.
  - (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.
- (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 [Click here to enter text.](#)

#### FOR THE CONSTRUCTION OF THE GUARDRAIL REPLACEMENT PROJECT PHASE 1 PROJECT NO. 9321

#### 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 Click here to enter text., hereafter designated as the “Contractor”, a contract for the work described as follows:

**Mono County Guardrail Replacement Project Phase 1, Project No. 9321**

**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 \$Click here to enter text. dollars (\$Click here to enter text.), 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 [Click here to enter text.](#), hereafter designated as the “Principal”, a contract for the work described as follows:

**Mono County Guardrail Replacement Project Phase 1, Project No. 9321**

**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 [Click here to enter text.](#) dollars (\$[Click here to enter text.](#)), 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  
WARRANTY BOND**

KNOW ALL BY THESE PRESENT that we [Click here to enter text.](#), the Contractor in the contract hereto annexed (the “Contract”), as principal, and, [Click here to enter text.](#), the Surety, are held and firmly bound unto the County of Mono (“Owner”) in the sum of [Click here to enter text.](#) lawful money of the United States, for which payment, well and truly be made, we bind ourselves jointly and severally, firmly by these present.

**Section 1.** During the Term of the Bond, the Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the Contractor’s warranty obligation: that if the Contractor, its successors and assigns, or its subcontractor, fails to maintain and remedy in good workmanlike manner the work of **Mono County Guardrail Replacement Project Phase 1** such that it is free from defects in the materials and workmanship for a period of one year commencing on [ **Enter DATE** ] and shall indemnify and hold harmless Owner, 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.

**Section 2.** If the Contractor satisfies its warranty obligations pursuant to the Contract, the Surety and the Contractor shall have no obligation under this Bond. It is understood and agreed that in no event shall the Surety’s obligations under this Bond extend to warranties provided by the Contractor or subcontractor’s suppliers and manufacturers.

**Section 3.** If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond shall arise after:

- a. the Owner first provides notice to the Contractor and the Surety during the Term of the Bond of the Owner’s intent to declare a Contractor Default;
- b. the Contractor fails to remedy the Contractor Default within a reasonable amount of time of such notice; and
- c. the Owner declares a Contractor Default and notifies the Surety.

**Section 4.** Failure on the part of the Owner to comply with the notice requirement in Section 3 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**Section 5.** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly, under reservation of rights, and at the Surety’s expense, remedy the Contractor’s Default. The Surety may, with the consent of the Owner, arrange for the Contractor to remedy the Contractor’s Default.

**Section 6.** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

**Section 7.** The responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. The Surety is obligated, without modification or qualification, for the responsibilities of the Contractor for correction of the defective work as set forth in the Construction Contract, and additional legal and design professional costs resulting from the Contractor’s Default or resulting from the actions or failure to act of the Surety under Section 5.

**Section 8.** The Owner may request an extension of the Term of this Bond. The Surety, at its sole option, may extend the Term of this Bond by continuation certificate or rider setting forth the new expiration date.

- a. If the surety extends the Term of this Bond, the Bond shall be considered one continuous bond.
- b. If the Surety decides not to extend the Term of this Bond, then the Surety shall notify the Owner in writing third (30) days prior to the end of the current term of this Bond at the address indicated in this Bond.
- c. Neither the Surety's failure to extend the Term of this Bond nor the Contractor's failure to provide a replacement bond or other acceptable security shall be considered a breach or default by the Surety or Contractor on this Bond, nor serve as a basis for a claim or demand on this Bond.

**Section 9.** The Surety's total liability under this Bond is limited to the Amount of this Bond indicated on page 1 of this Bond, regardless of whether the Term of this Bond is extended, the length of time this Bond remains in force, and the number of premiums that shall be payable or paid.

**Section 10.** No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**Section 11.** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work of the Contractor required by the Contract is located and shall be instituted within two years after a declaration of Contractor Default. If the provisions of this Section are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**Section 12.** Notice to the Surety, the Owner, or the Contractor shall be in writing and mailed or delivered to the address shown beneath the signatures on this Bond.

**Section 13.** Provisions in this Bond that conflict with applicable statutory or other legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

**Section 14.** Definitions:

- a. **Contract.** The Agreement between the Owner and Contractor identified in the preamble to this Bond and in the signature page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- b. **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with the warranties required under the Contract.
- c. **Owner Default.** Failure of the Owner, which has not been remedied or waived, to perform or otherwise comply with the other material terms of the Contract.
- d. **Contract Documents.** All the documents that comprise the Contract.
- e. **Surety.** The company or companies lawfully authorized to issue surety bonds in the jurisdiction where the project is located.

SIGNED, SEALED, AND DATED: \_\_\_\_\_, 20\_\_

CONTRACTOR

Company (seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

SURETY

Company (seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

OWNER  
Mono County (seal)  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

APPROVED AS TO FORM  
\_\_\_\_\_  
Mono County Counsel

## EXHIBIT 4

### AGREEMENT BETWEEN THE COUNTY OF MONO AND [Click here to enter text.](#)FOR THE CONSTRUCTION OF THE GUARDRAIL REPLACEMENT PROJECT PHASE 1 PROJECT NO. 9321

#### 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.

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# **SECTION III**



## **TECHNICAL SPECIFICATIONS & QUALITY ASSURANCE PROGRAM**

### **Guardrail Replacement Project Phase 1**

**Project No. 9321**

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

**TECHNICAL SPECIFICATIONS**

GUARDRAIL REPLACEMENT PROJECT PHASE 1

Project No. 9321

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## **2. BIDDING**

BIDDING shall conform to the provisions in Section 2, "Bidding," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

### **BID INELIGIBILITY**

A firm that has provided architectural or engineering services to the Department for this contract before bid submittal for this contract is prohibited from any of the following:

1. Submitting a bid
2. Subcontracting for a part of the work
3. Supplying materials

### **CONTRACTOR REGISTRATION**

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

### **JOB SITE AND DOCUMENT EXAMINATION**

Examine the job site and bid documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and Bid Item List. Failure to do so may result in rejection of a bid or rescission of an award.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

### **BID ITEM LIST**

Submit a bid based on the bid item quantities the County shows on the Bid Item List.

### **SUBCONTRACTOR LIST**

On the Subcontractor List form, list each subcontractor that will perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number.
4. Portion of work it will perform. Show the portion of the work by:
  - 4.1. Bid item numbers for the subcontracted work
  - 4.2. Percentage of the subcontracted work for each bid item listed

- 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

### **BID DOCUMENT COMPLETION AND SUBMITTAL**

Use the bid forms provided in the Project Manual. Failure to submit the forms and information as specified may result in a nonresponsive bid.

Bid Proposals shall be submitted by the bid opening date and time shown on the *Invitation for Bids* with the exception of the following items:

1. Public works contractor registration numbers may be submitted up to ten (10) days after bid opening for both contractor and subcontractor list.

Bid forms and information on the form that are due after the time of bid may be submitted at the time of bid.

### **BID WITHDRAWAL**

Bids are not filed with the County until the date and time of bid opening.

A bidder may withdraw or revise a bid after it has been submitted if this is done before the bid opening date and time.

### **BID OPENING**

The County publicly opens and reads bids at the time and place shown on the *Invitation for Bids*.

The Department may reject:

1. All bids
2. A nonresponsive bid
3. A bid from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a bid on the project

## **4. SCOPE OF WORK**

All work performed in connection with SCOPE OF WORK shall conform to the provisions in Section 4, "Scope of Work," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

The **GUARDRAIL REPLACEMENT PROJECT PHASE 1** (hereinafter referred to as the project) is for the removal of existing guardrails and installation of new guardrails with terminal systems on select roads throughout Mono County. Guardrail replacement locations are on portions of Lower Rock Creek Road, Benton Crossing Road, Gull Lake Road, and Twin Lakes Road. All guardrail, terminal sections, and end sections shall be installed to meet Manual for Assessing Safety Hardware (MASH) standards. The project includes removal of existing vegetation at road shoulder, grading/compaction of road shoulder, disposal of old guardrail and wood waste, and may include other items or details not mentioned above that shall be performed, placed, constructed, or installed in order to complete the work.

Additionally, there may be other items of work not mentioned above that are required by the 2023 State of California, Department of Transportation, Standard Specifications, 2023 Edition (hereinafter referred to as Caltrans Specifications), or these Technical Specifications. Project work shall conform to the plans,

project specifications, including these Technical Specifications, and the Caltrans Specifications. If any item of work or statement in the Technical Specifications or project plans conflicts with State Project Requirements, the State requirement shall prevail and be upheld by the Contractor.

The contract intent is to provide for work completion using the best general practices. Nothing in the specifications voids the Contractor's public safety responsibilities.

### **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. Any proposed Change Order work performed by the Contractor prior to obtaining permission or a signed Change Order from the County will not be reimbursed. 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.

### **Work-Character Changes**

The County adjusts the unit price for an item if:

1. Ordered plan or specification change materially changes the character of a work item from that on which the bid item price was based.
2. Unit cost of the changed item differs from the unit cost of that item under the original plans and specifications.
3. No approved Change Order addresses the payment.

### **DIFFERING SITE CONDITIONS (23 CFR 635.109)**

#### **Contractor's Notification**

Promptly notify the Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
  - 1.1. Contract documents
  - 1.2. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive your claim of a differing site condition for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing-site-condition claim.

### **Engineer's Investigation and Decision**

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work.
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both.

## **5. CONTROL OF WORK**

All work performed in connection with CONTROL OF WORK shall conform to the provisions in Section 5, "Control of Work," of the 2023 Caltrans Standard Specifications and these Technical Specifications

### **GENERAL**

A Notice to Proceed must be issued before commencement of any work.

A pre-construction meeting is required prior to the start of work.

Furnish the resources except County-furnished materials required to complete the work as described in the Contract.

Work is subject to the County's inspection, sampling, and testing. The County's inspection, sampling, and testing do not relieve you of your responsibility to provide Quality Control (QC). Contractor shall provide QC for all work performed. This work consists of obtaining samples for process control testing, performing process control tests, providing quality control inspection, exercising management control to plan and implement construction processes that are systematic, consistent, and effective; ensuring that work conforms to the contract requirements; and documenting quality control activities and results.

Ensure the County's safe and unrestricted access to the work. Furnish facilities necessary for the County's inspection.

Where the means and methods to complete the work are not described in the Contract, choose the means and methods to complete the work.

Where the Contract describes more than 1 construction method or more than 1 type of material or equipment, the County does not assure that each construction method or type of material or equipment can be used successfully throughout all or any part of the project. You are responsible to use the alternative or alternatives that will accomplish the work under the conditions encountered.

Failure to comply with any Contract part is a waiver of your right to an adjustment of time and payment related to that part.

Character of Workers - If a worker appears to the Engineer to be incompetent or acts disorderly or improperly, discharge the worker immediately upon request. Do not employ that worker again on the work.

### **INSPECTOR'S AUTHORITY**

Inspectors are authorized to inspect work including preparation, fabrication or manufacture of materials for the project. The inspector is not authorized to alter or waive contract requirements, issue instruction contrary to the contract, act as foreman for the Contractor, or direct Contractor's operations. The inspector has authority to identify non-conforming work until the issue can be referred to and decided



by the Engineer. The inspector may take necessary action to prevent imminent and substantial risk of death or injury including stopping work.

### **ENGINEER'S AUTHORITY**

The Engineer makes the final decision on questions regarding the Contract, including:

1. Work quality and acceptability
2. Manner of performance of the work
3. Drawing and specification interpretation
4. Contract fulfillment
5. Time and progress rate
6. Measurement and payment

The Engineer has the authority to enforce or fulfill an order that you fail to fulfill promptly. Failure to enforce a Contract part does not waive enforcement of any Contract provision.

The Engineer may reject work that does not comply with the Contract at any time, including after a payment has been made.

### **SUBCONTRACTING**

No subcontract releases you from the Contract or relieves you of your responsibility for a subcontractor's work.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor. For a list of debarred contractors, go to the Department of Industrial Relations' website.

If you violate Public Contract Code §4100 et seq., the County may exercise the remedies provided in Public Contract Code §4110. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code §4111.

Except for a building-construction non-federal-aid contract, perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment you own or rent, with or without operators.

Each subcontract must comply with the Contract.

The County encourages you to include a dispute resolution process in each subcontract.

Each subcontractor must have an active and valid:

1. State contractor license with a classification appropriate for the work to be performed (Bus & Prof Code §7000 et seq.)
2. Public works contractor registration number with the Department of Industrial Relations.

Submit copies of subcontracts upon request.

Upon request, immediately remove and do not again use a subcontractor who fails to satisfactorily prosecute the work.

## **SUBMITTALS**

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

1. Construction Schedule
2. Midwest Guardrail Product Specifications
3. Guardrail Terminal Section Product Specifications and Certificates of Compliance, as applicable
4. Subcontracts, if requested
5. Certified Payroll (copy of certified payroll uploaded to DIR)
6. Other materials specifications, Certificates of Compliance, and informational submittals, as requested

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

## **CONSTRUCTION**

Work shall progress only after engineer's approval of the Construction Schedule Submittal. The construction schedule shall include consideration for local events and holidays. Many of these events have set up times and clean up times that must also be avoided, before and after said event. We have included dates below for local events in the year 2025 between April and November. If any construction occurs outside that time frame, there may be additional block-out dates. Refer to <https://www.monocounty.org/things-to-do/events/> for the most current list of events planned for each community. Based on local events the following are general block-out dates:

- Memorial Day (May 26)
- 4<sup>th</sup> of July (July 3 – July 4)
- Labor Day (September 1)
- Mammoth Gran Fondo (Benton Crossing Road, September 2- September 7)

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

Inform all staff / labor that will be performing work on the project of prevailing wage requirements and Equal Employment Opportunity requirements. All staff shall be informed of their designated state prevailing wage based on their job classification prior to the start of construction. Follow all labor compliance and Equal Employment Opportunity as required in the construction contract. Certified payroll shall be uploaded to the Department of Industrial Relations, as required, and submitted to Mono County concurrently.

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

The contractor is responsible for providing water, as necessary, for all relevant construction activities. Any water meter charges shall be paid by the contractor.

Any construction staking shall be the responsibility of the contractor.

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 notify applicable parties listed below when construction will occur. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, 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 the Mono County Department of Public Works.

The Contractor shall provide Advance Notice and coordinate the work with the following parties:

Mono County Sheriff’s Department	(760) 932-7549
Southern California Edison	(760) 924-4810
Paradise Fire Protection District	(760) 387-2255
Wheeler Crest Fire Protection District	(760) 387-2519
Long Valley Fire Protection District	(760) 935-4545
June Lake Fire Protection District	(760) 648-7690
Bridgeport Fire Protection District	(760) 932-7353

## **NONCOMPLIANT AND UNAUTHORIZED WORK**

Correct or remove and replace work that (1) does not comply with the Contract, (2) is unauthorized, or (3) both. The County does not pay for any of the following:

1. Corrective, removal, or replacement work
2. Unauthorized work

If ordered, submit a work plan for the corrective, removal, or replacement work.

If you fail to comply promptly with an order, the County may correct, remove, or replace noncompliant or unauthorized work. The County deducts the cost of this work.

## **Survey Monuments**

Protect survey monuments on and off the roadway. Notify the County Engineer of any survey monuments within the construction areas.

## **RECORDS**

### **Record Retention**

Retain project records from bid preparation through

1. Final payment
2. Resolution of claims, if any

**For at least 3 years** after the later of these, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to subcontractors and suppliers
5. Cost accounting

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

### **Record Inspection, Copying, and Auditing**

Make your records available for inspection, copying, and auditing by State representatives for the time frame listed above. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives for the same period. Before Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier of the date when the audit is to start.

### **Cost Accounting Records**

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices
2. Change order work other than extra work. Distinguish this work by:
  - 2.1. Bid item prices
  - 2.2. Force account
  - 2.3. Agreed price
3. Extra work. Distinguish extra work by:
  - 3.1. Bid item prices
  - 3.2. Force account
  - 3.3. Agreed price
  - 3.4. Specialist billing
4. Work performed under potential claim records
5. Overhead
6. Work performed by subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and copies of the corresponding vendors' invoices
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls
6. Equipment:
  - 6.1. Size
  - 6.2. Type
  - 6.3. Identification number
  - 6.4. Hours operated

Maintain separate records for change order work costs.

### **FINAL INSPECTION AND CONTRACT ACCEPTANCE**

When you complete the work, request the Engineer's final inspection.

If the Engineer determines that the work is complete, the Engineer recommends Contract acceptance. Immediately after Contract acceptance, you are relieved from:

1. Maintenance and protection duties

2. Responsibility for injury to persons or property or damage to the work occurring after Contract acceptance except as specified below (Guarantee).

## **GUARANTEE**

Guarantee that work remains free from substantial defects for 1 year after Contract acceptance except for work parts for which you were relieved of maintenance and protection. Guarantee each of these relieved work parts for 1 year after the relief date.

The guarantee excludes damage or displacement caused by an event outside your control, including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work part having a substantial defect.

The Department does not pay for corrective work.

During corrective work activities, provide the same insurance specified before Contract acceptance.

The Contract bonds must be in force until the later of (1) the expiration of the guarantee period or (2) the completion of the corrective work.

If a warranty specification conflicts with this section, comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists the defective work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start the corrective work and related work within 15 days of notice.

If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you an order to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work
3. Submit a corrective work plan within 5 business days of starting the emergency repair work

If you fail to perform the work as specified, the Department may perform the work and bill you.

## **PAYMENT**

There is no separate payment for CONTROL OF WORK.

## **6. CONTROL OF MATERIALS**

All work performed in connection with CONTROL OF MATERIALS shall conform to the provisions in Section 6, "Control of Materials," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

### **GENERAL**

All work performed in connection with CONTROL OF WORK shall conform to the provisions in Caltrans Specifications Section 6, "CONTROL OF MATERIALS".

Select sources and submit acceptable material. If possible, submit material source information on or before the preconstruction meeting. Notify the Engineer of proposed sources prior to delivery to the project to expedite material inspection and testing. Do not incorporate materials requiring submittal into the work until approved.

Material may be approved at the source of supply before delivery to the project. Approval of material source does not constitute acceptance of material submitted from the source. If an approved material source fails to supply acceptable material during the life of the project, further use of that source may be denied.

Store materials and samples in a way that preserves the quality and facilitates prompt inspection. Stored material approved before storage may again be inspected before use in the work. Do not use private property for storage without written permission of the owner or lessee. Submit copies of agreements and documents.

Material incorporated into the work must be new.

### **QUALITY ASSURANCE (QA)**

Quality assurance includes all activities used to (1) provide an overall level of quality for the project and (2) determine compliance with the Contract documents.

Quality control includes sampling, testing, and inspections performed under your QC program to (1) control material quality and (2) ensure the specified quality characteristics for the project are met.

County acceptance includes sampling, testing, and inspections performed by the County to verify compliance with the Contract. Refer to Mono County's Quality Assurance Program included in the Project Manual.

### **COUNTY ACCEPTANCE**

The County may use multiple acceptance methods for a material.

Specifications in sections titled "County Acceptance" do not include all requirements on which the County makes its acceptance.

The County may inspect, sample, and test materials for compliance with the Contract at any time.

Allow the County to record, including photograph and video, to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the County performs.

Schedule work to allow time for the County's inspection, sampling, and testing.

The County deducts testing costs for work that does not comply with the Contract.

The County may retest material previously tested and authorized for use. If the County notifies you of a retest, furnish resources for retesting.

### **Job Site Inspection and Testing**

If a material is to be inspected or tested at the job site, the material must be authorized for use before it is incorporated into the work.

### **Certificates of Compliance**

Where a certificate of compliance is specified and if any material is produced outside the United States.

Submit a certificate of compliance:

1. Before the material is incorporated into the work
2. For each lot of the material. Identify the lot on the certificate
3. Signed by the producer of the material and stating that the material complies with the Contract

### **QUALITY CONTROL**

Develop, implement, and maintain a Quality Control program.

Prepare and maintain QC records. Within 24 hours, notify the Engineer of any noncompliance identified by your QC program.

Allow the County access to all QC records.

#### **Quality Control Manager:**

The QC manager must be responsible directly to you for the quality of the work, including materials and workmanship performed by you and your subcontractors.

The QC manager must be your employee or must be hired by a subcontractor providing only QC services. The QC manager must not be employed or compensated by a subcontractor or by other persons or entities hired by subcontractors who will provide other services or materials for the project.

Notify the Engineer of the name and contact information of the QC manager.

### **PAYMENT**

There is no separate payment for CONTROL OF MATERIALS.

## **7. RESPONSIBILITY TO THE PUBLIC**

All work performed in connection with RESPONSIBILITY TO THE PUBLIC shall conform to the provisions in Section 7, "Responsibility to the Public," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

## **PUBLIC CONVENIENCE**

Compliance with this section does not relieve you of your responsibility for public safety.

Construction activities must not inconvenience the public or abutting property owners. Schedule and conduct work to avoid unnecessary inconvenience to the public and abutting property owners. Avoid undue delay in construction activities to reduce the public's exposure to construction.

Install signs, lights, flares, Type K temporary railing, barricades and other facilities to direct traffic. Provide flaggers whenever necessary to direct the movement of the public through or around the work. Flagging must comply with section 12-1. The Department pays you for this work under section 12-1.04.

You are required to pay for the cost of replacing or repairing all facilities installed under change order work for the convenience, direction, or warning of the public that are lost while in your custody or are damaged by your operations to such an extent as to require replacement or repair.

## **PUBLIC SAFETY**

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with section 12. The County pays you for this work under section 12.

At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved.



If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

## **PAYMENT**

There is no separate payment for RESPONSIBILITY TO THE PUBLIC.

## **8. PROSECUTION AND PROGRESS**

PROSECUTION AND PROGRESS shall conform to the provisions in Section 8, "Prosecution and Progress," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

### **GENERAL**

The Contractor shall submit a construction schedule for the Engineer's approval within 10 calendar days after execution of the contract. 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.

### **SUBMITTALS**

Construction Schedule

### **TIME**

Complete the work within the Contract time.

Meet each specified interim work-completion date.

The Engineer issues a Weekly Statement of Working Days form by the end of the following week.

The Weekly Statement of Working Days form shows:

1. Working days and non-working days during the reporting week
2. Time adjustments
3. Calculations of work completion dates, including working days remaining
4. Controlling activities

## **DELAYS**

To request a delay-related time or payment adjustment, submit an RFI.

## **TIME ADJUSTMENTS**

The Department may make a time adjustment for a critical delay. The Engineer uses information from the schedule to evaluate requests for time adjustments.

To request an adjustment, submit a revised schedule showing the delay's effect on the controlling activity. If the delay has:

1. Occurred, submit records of the dates and what work was performed during the delayed activity
2. Not occurred, submit the expected dates or duration of the delayed activity

Update the schedule to the last working day before the start of the delay if ordered.

## **PAYMENT ADJUSTMENTS**

The County may make a payment adjustment for an excusable delay that affects your costs.

## **LIQUIDATED DAMAGES**

The County specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

**Liquidated damages for this project are \$3,600.00 per day.**

## **MOBILIZATION**

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials, supplies and incidentals to and from the project site. Mobilization includes the obtaining of permits, insurance, and bonds.

## **PAYMENT**

There is no separate payment for PROSECUTION AND PROGRESS.

The contract LUMP SUM (LS) price paid for "MOBILIZATION" shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, bonding, and for performing all work required for which separate payment is not otherwise provided as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract.

## **9. PAYMENT**

PAYMENT shall conform to the provisions in Section 9, "Payment," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

## **PAYMENT SCOPE**

The County pays you for furnishing the resources and activities required to complete the work. The County's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work.
2. Permits, licenses, agreements, certifications, or any combination of these and taxes.
3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work.

The County does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item.
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment.

Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item.

## **ELIMINATED ITEMS**

If the Engineer eliminates an item, the Engineer notifies you and the Department pays your costs incurred before the notification date.

If you order authorized material for an eliminated item before the notification date and the order cannot be canceled, either of the following occurs:

1. If the material is returnable to the vendor, the Engineer orders you to return the material and the Department pays your handling costs and vendor charges.
2. The Department pays your cost for the material and its handling and becomes the material owner.

## **12. TEMPORARY TRAFFIC CONTROL**

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in the 2023 Caltrans Standard Specifications Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7- 1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Temporary traffic control, including flagging, apparel, temporary traffic control devices, and equipment for flaggers, must comply with the *California MUTCD*, Part 6, "Temporary Traffic Control."

Accommodate traffic according to the MUTCD, Caltrans Standard Plan traffic control plan(s) (T-Sheets), and this section. Contractor is encouraged to work within the road shoulder, where possible at project locations, to minimize the required traffic control and inconvenience to travelling public.

## **CONSTRUCTION**

Perform work in a manner that ensures the safety and convenience of the public and protects residents and property adjacent to the project. Accommodate public traffic on roads adjacent to and within the project until the project is accepted as complete.

Assign flaggers to:

1. Control traffic
2. Warn the public of any dangerous conditions resulting from the work activities
3. Provide for the passage of traffic through the work as specified for the passage of traffic for public convenience and public safety

Maintain flagging apparel, traffic control devices, and equipment for flaggers in good repair.

The Contractor shall maintain public access on all roads during construction. No roads may be closed to the public without permission from the County. Work on Gull Lake Road may require closure of the intersection with Highway 158.

Except for temporary interruptions approved by the Engineer, Contractor shall maintain property owner access to their property at all times. Temporary interruption to property access shall be minimized to the extent possible.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage along sidewalks, and maintenance of handicap access throughout the project site where applicable.

The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

A minimum of one paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic in each direction of travel except for single direction traffic control with flaggers as approved by the Engineer. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed as approved by the Engineer.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

All excess and unsuitable material resulting from the Contractor's operation shall be removed from the project site before the end of each workday.

### **TEMPORARY TRAFFIC CONTROL PLAN (TTCP)**

The TTCP shall include the relevant CT Standard Plan(s) T-Sheets, as applicable, at each project location and shall meet current MUTCD requirements.

### **PAYMENT**

The contract price paid per LUMP SUM (LS) for “TEMPORARY TRAFFIC CONTROL” shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, submitting the traffic control plan, and providing construction signs, flaggers, pilot car, if needed, and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

## **13. WATER POLLUTION CONTROL**

General specifications for preventing, controlling, and abating water pollution within waters of the State. Contractor is responsible for preventing water pollution and shall install necessary BMPs to prevent water pollution at each project location.

### **WATER POLLUTION CONTROL MANAGER**

Assign a WPC manager to implement the BMPs for water pollution control. Assign an alternate WPC manager to perform the responsibilities of the WPC manager in the manager's absence. The alternate WPC manager must have the same qualifications as the WPC manager.

### **CONSTRUCTION**

Monitor the NWS's forecast daily at its website.

Install facilities and devices used for WPC practices before performing other job site activities. Install soil stabilization and sediment control materials for WPC practices in all active areas or before any storm event.

Repair or replace facilities and devices used for WPC practices within 24 hours of discovering any damage.

Manage work activities such that you reduce the discharge of pollutants to surface waters, groundwaters, and municipal-separate storm sewer systems.

Monitor and inspect WPC practices at the job site. Notify the Engineer within 6 hours whenever you:

1. Identify discharges into receiving waters or drainage systems that are causing or could cause water pollution
2. Receive a written notice or order for the project from the RWQCB or any other regulatory agency

Continue WPC implementation during any suspension of work activities

## **CONTRACTOR-SUPPORT FACILITIES**

Use WPC practices to protect stormwater systems or receiving waters from the discharge of potential pollutants from any Contractor-support facility.

Contractor-support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for concrete and HMA

## **INSPECTIONS**

Inspect WPC practices:

1. Before a forecasted storm event
2. After a qualifying precipitation event that produces runoff
3. At 24-hour intervals during extended storm events
4. On a predetermined schedule of at least once a week

Inspect the following work activities and areas daily:

1. Storage areas for hazardous materials and waste as specified in section 14-11
2. Hazardous waste disposal and transporting activities as specified in section 14-11
3. Hazardous material delivery and storage activities
4. Demolition sites

Inspect vehicles and equipment at the job site daily for leaks and spills. Verify that operators are inspecting vehicles and equipment each day of use.

## **PAYMENT**

Payment for WATER POLLUTION CONTROL – BMP INSTALLATION is paid for by LUMP SUM (LS). The contract unit price paid shall include full compensation for furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc. necessary to limit water pollution), tools, equipment and incidentals, and providing and installing needed BMPs (not shown on the plans) and subsequent removal of BMPs, monitoring, inspections, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

## **15. EXISTING FACILITIES**

All work performed in connection with EXISTING FACILITIES shall conform to the provisions in Section 15, "Existing Facilities," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

## **CONSTRUCTION**

Existing underground utility lines are not shown on the plans. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

Not all existing overhead utility lines are not shown on the plans. The contractor shall take all precautionary measures necessary to protect overhead utility lines and protect workers and pedestrians during construction operations.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the Engineer copies of all USA confirmation numbers including associated documentation.

If you damage a facility or a portion of a facility to remain in place, repair or replace it. The repair or replacement must be equal or better in quality than the original portion.

Repair or replace materials to be salvaged or incorporated into the work that are lost or damaged during work activities. The repair or replacement must be equal or better in quality than the original portion. Instead of this repair or replacement, the Department may deduct the repair or replacement cost.

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or benchmarks except as shown on the plans and as approved by the Engineer. The Contractor shall bear the expense of replacing any monuments or benchmarks that may be disturbed without permission. Replacement shall be done only by a registered Land Surveyor in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or benchmark not shown on the plans, he shall promptly notify the Engineer so that the monument or benchmarks may be referenced accordingly.

## **PAYMENT**

Full compensation for EXISTING FACILITIES and for preservation of existing survey monuments, utilities, manholes, and valves, except those noted on the plans as requiring replacement and paid for separately, shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

Payment of REMOVE EXISTING WOOD POST GUARDRAIL and REMOVE EXISTING STEEL POST GUARDRAIL shall be per the LINEAR FOOT (LF) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, disposal of steel and untreated wood



materials, and for doing all the work involved, complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

Payment of TREATED WOOD WASTE DISPOSAL shall be per the POUND (LB) based on certified weight tickets from a permitted treated wood waste disposal facility and shall include loading, hauling, stockpiling as needed, and transport of treated wood waste material to an legal disposal facility, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer. Any

## **17. CLEARING AND GRUBBING**

All work performed in connection with CLEARING AND GRUBBING shall conform to the 2023 Caltrans Standard Specifications, Section 17 “Clearing and Grubbing” and these Technical Specifications.

Clearing and grubbing consists of removing objectionable material from the following construction areas:

1. Highways
2. Bridges and other structures
3. Roads, road approaches, streets, and ramps
4. Material sites
5. Ditches and channels
7. Other described areas

Clear and grub before performing earthwork in a project area.

Do not injure standing trees, plants, and improvements shown to be protected.

### **CLEARING**

Clear all construction areas above original ground of (1) all vegetation such as trees, logs, upturned stumps, roots of downed trees, brush, grass, and weeds and (2) other objectionable material including concrete, masonry, and debris. Cut tree branches that extend over the roadway and hang within 20 feet of finished grade.

### **GRUBBING**

Grub all construction areas to a depth necessary to remove all trees, existing stumps, roots, buried logs, and other vegetative or objectionable material.

### **DISPOSAL OF MATERIALS**

Dispose of materials resulting from clearing and grubbing activities legally at a landfill or the material may be disposed of on-site with approval from the Engineer.

### **PAYMENT**

Full compensation for CLEARING AND GRUBBING shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made, therefore.



## **19. EARTHWORK**

All work performed in connection with EARTHWORK shall conform to the provisions in Section 19, "Earthwork," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

### **19.1 GENERAL**

All work performed in connection with EARTHWORK shall conform to the provisions in CT Specifications Section 19 EARTHWORK.

Performing earthwork activities includes removal of unsuitable material or a buried man-made object if the removal is described. The work also consists of salvaging, removing, and disposing of fences, structures, pavements, culverts, utilities, curbs, sidewalks, signs, snowpoles, and other obstructions within the project earthwork area.

Excavated material may be used as road shoulder fill if approved by the Engineer.

#### **UNSUITABLE MATERIAL**

Excavate and dispose of unsuitable material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas as ordered.

Notify the Engineer before removing the unsuitable material if:

1. Removal is not otherwise described
2. You request payment for removal as change order work

Backfill the space resulting from excavating unsuitable material with material suitable for the planned use.

#### **BURIED MAN-MADE OBJECTS**

Remove and dispose of a buried man-made object encountered in an excavation as part of the excavation work.

Notify the Engineer before removing the buried man-made object if:

1. Removal of the object is not otherwise described
2. Object could not have been determined by visual inspection
3. You request payment for removal of the object as change order work

### **19.2 ROADWAY EXCAVATION**

Roadway excavation consists of all excavation involved in the grading and construction of the roadway except structure excavation and any excavation paid for as a separate bid item.

Roadway excavation includes:

1. Excavating and stockpiling the selected material
2. Removing the stockpiled material and placing it in its final position
3. Removing surcharge material
4. Performing the removal of a slide or slipout which is paid for as the type of roadway excavation involved

Excavate to the described or authorized grade. If you over-excavate, backfill with an authorized material and compact it.

Compaction must comply with section 19-5.

Construct embankments under section 19-6.

## **SURPLUS MATERIAL**

If a quantity of surplus material is shown, the quantity is approximate.

Ensure enough material is available to complete the embankments before placing the material at other locations on the job site or disposing of it.

Obtain authorization before disposing of surplus material or using it for any of the following:

1. Widening embankments uniformly
2. Flattening slopes
3. Placing along the roadway or at other locations

If you cannot use surplus material within the highway, dispose of it.

If you dispose of any surplus material prematurely and later find a material shortage, replace the surplus material with an authorized material.

If an ordered change increases the quantity of excavation or decreases the quantity of embankment such that surplus material must be disposed of, disposing of this material is change order work.

## **DEFICIENCY MATERIAL**

If the quantity of acceptable material from excavation is not enough to construct the embankments, the quantity of material needed to complete the embankments must consist of local or imported borrow or asphalt grindings, as approved by the engineer.

## **SELECTED MATERIAL**

Specific material excavated from a described location on the job site.

If selected material is not used for a specified layer, place the selected material in the roadway prism as embankment or structure backfill.

If selected material is used as a specified layer, spread and compact it under section 25.

If practicable and unless processing of material is required, haul selected material directly from the excavation to its final position in the roadway prism and compact it in place.

Selected material must remain in place until it can be placed in its final position unless stockpiling of selected material is ordered.

## **SLOPES**

Construct slopes to the lines and grades established by the Engineer. Slope tolerances are measured perpendicular to the planned slope.

Any point on the completed excavation slope must be within 0.5 foot of the planned slope, unless the excavation is in rock, in which case, any point on the completed slope must be within 2 feet of the planned slope.

Slopes or portions of slopes must not encroach on the roadbed.

Round the tops of excavation slopes and ends of excavations.

Any point on the completed embankment slope must be within 0.5 foot of the planned slope for slopes within 4 feet of the shoulder grade. Slopes below 4 feet must be within 1 foot of the planned slope.

Maintain completed slopes. Repair any slope damage caused by erosion.

## **19.5 COMPACTION**

Section 19-5 includes specifications for compacting all earthwork except structure backfill.

### **CONSTRUCTION**

Relative compaction specifications apply to material whether in an excavation or an embankment.

Grub guardrail installation location to remove existing vegetation; moisture condition all disturbed area of the road shoulder and compact the road shoulder by wheel rolling (10 passes minimum) or with other acceptable compaction equipment such as a steel drum roller, etc. (Method Compaction).

Do not compact material that contains excessive moisture until the material is dry enough.

### **RELATIVE COMPACTION**

No compaction testing will be required on an unexcavated road shoulder at the guardrail installation location. method compaction will be implemented as described above. Should excavation occur due to removal of an object, compact earthwork to a relative compaction of at least 95 percent. All bottom of excavations shall be compacted to a relative compaction of at least 95 percent of maximum dry density.

### **PAYMENT**

Full compensation for COMPACTION shall be considered as included in the prices paid for the various items of work involved Section 19, and no separate payment will be made therefore.

## **19.6 EMBANKMENT CONSTRUCTION**

Constructing embankments includes:

1. Preparing areas to receive embankment material
2. Placing and compacting embankment material including:
  - 2.1. Suitable material within roadway areas where unsuitable material has been removed
  - 2.2. Material in holes, pits, and other depressions within the roadway area
3. Constructing a temporary surcharge embankment above the grading plane
4. Constructing dikes

### **MATERIALS**

Embankment material within the road pavement envelope must be native material if approved by engineer, AC grindings, or imported class II aggregate base. If class II aggregate base is used for any portion, the aggregate base shall meet the requirements of CT Specifications, Section 26, "Aggregate Base".

Embankment material outside the road pavement envelope may be AC grindings, excavated suitable material from excavations, or from local or imported borrow.

## **CONSTRUCTION**

Compact embankment under section 19-5.

Construct embankment slopes under section 19-2.

Scarify, water, grade, and roll the existing roadbed before placing new material if you construct an embankment on an existing roadway.

The grading plane of embankments beneath structure approach slabs and beneath the thickened portion of sleeper slabs must not project above the grade established by the Engineer.

Grade trenches, holes, depressions, and pits outside of areas where embankments are to be constructed to provide a presentable and well-drained area.

Do not construct embankments when material is frozen or a blanket of snow prevents proper compaction.

Construct embankment in layers. The loose thickness of each layer must not exceed 8 inches.

Break up clods or hard lumps of earth that are over 8 inches in greatest dimension before compacting material in the embankment, unless material such as hardpan or cemented gravel, cannot be broken readily in which case:

1. Distribute the material throughout the embankment
2. Place enough earth or other fine material around the larger material as you deposit it to fill the interstices and produce a dense, compact embankment

## **PAYMENT**

Full compensation for EMBANKMENT shall be considered as included in the prices paid for the various items of work involved Section 19, and no separate payment will be made, therefore.

GRUB/REMOVE EXIST VEGETATION / GRADE AND COMPACT ROAD SHOULDER is paid for by the LINEAR FOOT (LF). The payment quantity for shoulder grading is the horizontal length of grading parallel to the existing roadway. Width shall match disturbed area. The contract unit price paid shall include full compensation for grubbing, vegetation removal and disposal, grading, moisture conditioning, compaction, and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

## **83. RAILINGS AND BARRIERS**

General specifications for constructing railings and barriers. Excavation and backfill must comply with section 19.

### **83.1 MATERIALS**

#### **STEEL PARTS AND HARDWARE**

Welding must comply with AWS D1.1. Grind welds on exposed surfaces flush with the adjacent surfaces. Galvanize completed steel parts and hardware for railings and thrie beam barrier under section 75-1.02B.

After galvanizing, the railing and barrier elements must be free of fins, abrasions, rough or sharp edges, and other surface defects and must not be kinked, twisted, or bent. If straightening is necessary, use an authorized method. Elements with kinks, twists, or bends may be rejected.

Clean and regalvanize (1) abraded or damaged galvanized surfaces of steel rail elements and posts and (2) ends of steel rail elements cut after galvanizing. If authorized, you may repair the surfaces under section 75 1.02B instead of regalvanizing.

## **MORTAR**

Mortar must comply with the specifications for mortar in section 51-1, except the mortar must consist of 1 part by volume of cement and 3 parts by volume of clean sand.

## **MARKERS**

Markers must comply with section 82.

## **83.2 METAL RAILINGS AND BARRIERS**

General specifications for constructing metal railings and barriers.

## **CONSTRUCTION**

At locations exposed to traffic, schedule construction activities such that at the end of each day no post holes are open and no posts are installed without the blocks and rail elements assembled and mounted. After constructing railings, barriers, terminal systems, crash cushions, and vegetation control, uniformly spread the excavated surplus material to meet the grading requirements, or along the adjacent roadway, where designated by the Engineer unless the material is hazardous.

For midwest guardrail systems and thrie beam barrier, install steel foundation tubes and soil plates in soil. Cut off any excess bolt that extends more than 0.5 inch beyond the nut.

Metal beam railing must not be cut or modified in the field. Do not drill new holes. Steel or wood posts must not be cut in the field to reduce length.

Do not place posts in asphalt, concrete or structural section.

## **MIDWEST GUARDRAIL SYSTEMS:**

### **STEEL COMPONENTS AND HARDWARE**

Workmanship for steel components and hardware must be equivalent to good commercial practice. Edges, bolt holes, and surfaces must be free of torn metal, burrs, sharp edges, and protrusions.

Fabricate the metal work in the shop. Do not punch, cut, or weld in the field.

Rail elements, end caps, and return caps must comply with AASHTO M 180 for Class A, Type I, W-beam guardrail, except within 0.5 miles of the coast the components must comply with AASHTO M 180 for Class A, Type II, W-beam guardrail.

Bolts, nuts, and other fittings must comply with AASHTO M 180.

Instead of the rolled steel section shown, you may substitute a welded section built up from structural steel plates if:

1. Depth, width, and average thicknesses of the welded section are at least equal to those of the rolled section

2. Steel plates of the welded section comply with ASTM A36/A36M
3. Flanges of the welded section are welded to the web with continuous fillet welds on each side of the web

The rail element metal must withstand a cold bend, without cracking, of 180 degrees around a mandrel of a diameter equal to 2.5 times the plate thickness.

If the radius of curvature of a rail element is 150 feet or less, shape the rail element in the shop. Stencil the radius of curvature on the back of each rail element in 2-1/2-inch-high numerals.

Fabricate steel posts from steel complying with ASTM A36/A36M.

Bolts must have shoulders of a shape that will prevent the bolts from turning. The holes in the rail elements must be of a shape similar to the bolt shoulder.

The bolted connection of the rail element to the post must withstand a 5,000 lb pull at 90 degrees to the line of the railing.

Grease used to fill bolt holes in wood posts and blocks must be recommended for corrosion protection by the manufacturer. The grease must not melt or run at a temperature of 149 degrees F.

#### **END ANCHOR ASSEMBLIES AND RAIL TENSIONING ASSEMBLIES**

Concrete used to construct the anchors for end anchor assemblies must comply with the specifications for minor concrete.

Fabricate the metal components of anchor assemblies in compliance with good shop practice.

Fabricate the anchor plates, metal plates, foundation tubes, and soil plates from steel complying with ASTM A36/A36M.

Fabricate the anchor rods from steel complying with ASTM A36/A36M, ASTM A572, or ASTM A576, Grade 1018, 1019, 1021, or 1026. Hot forge the eyes or form the eyes with CJP welds. After fabricating and before galvanizing, thermally stress relieve anchor rods with eyes that were formed with any part of the eye below 1,600 degrees F during forming or with eyes that were closed by welding. The completed anchor rod after galvanizing must develop a strength of 50,000 lb.

Instead of using built-up fabrication, you may press-form the anchor plates from steel plate with or without welded seams.

Bolts and nuts must comply with ASTM A307.

Anchor cables must be 3/4-inch, preformed 6 x 19 wire strand core or independent wire rope core, galvanized under Federal Specification RR-W-410, right regular lay, manufactured from improved plow steel with a minimum breaking strength of 23 tons. The overall length of each cable anchor assembly must be at least 6.5 feet.

Use cable clips and a cable thimble to attach the cable to the anchor rod where shown. Thimbles must be commercial-quality, galvanized steel. Cable clips must be commercial-quality, drop-forged, galvanized steel.

Swaged fittings must be machined from hot-rolled steel bars complying with AISI C 1035 and annealed suitable for cold swaging. Galvanize the swaged fitting before swaging. To keep the stud in the proper position, drill a lock pin hole through the head of the swaged fitting and install a 1/4-inch plated steel spring pin. Stamp the manufacturer's identifying mark on the body of the swaged fitting.

Before galvanizing, mill a 3/8-inch slot in the stud end for the locking pin. Studs must comply with ASTM A449 after galvanizing.

The swaged fittings, stud, and nut assembly must develop the specified breaking strength of the cable. Ship cable assemblies as a complete unit, including studs and nuts.

Clevises must be drop-forged galvanized steel and must develop the specified breaking strength of the cable.

For anchor rods to be buried in earth, coat the portions to be buried with a 20-mil minimum thickness of one of the following:

1. Coal tar enamel complying with AWWA C 203
2. Coal tar epoxy complying with either of the following:
  - 2.1. SSPC-Paint 16, Coal Tar Epoxy-Polyamide Black Paint
  - 2.2. U.S. Army Corps of Engineers Specifications, Formula C-200a, Coal Tar-Epoxy (Black) Paint

### **TYPE WB-31 TRANSITION RAILINGS**

Ten-gauge rail elements must comply with AASHTO M 180 for Class B, Type I, thrie beam element, except within 0.5 miles of the coast the 10-gauge rail elements must comply with AASHTO M 180 for Class B, Type II, thrie beam element.

Other rail elements and end caps must comply with AASHTO M 180 for Class A, Type I, thrie beam element, except within 0.5 miles of the coast the rail elements and end caps must comply with AASHTO M 180 for Class A, Type II, thrie beam element.

### **CONSTRUCTION**

At locations where traffic is adjacent to midwest guardrail system work, all materials required to complete the guardrail work at a location must be available before you start work at the location.

Construct midwest guardrail systems using:

1. Wood or steel line posts
2. Wood blocks for line posts. You may use plastic blocks for steel line posts where shown
3. Only 1 type of post and block for any 1 continuous length of guardrail

### **POSTS**

Place the posts at equal intervals, except you may space the end posts closer to the adjacent posts if authorized.

Drive wood posts with or without pilot holes, or place the posts in drilled holes. Backfill any space around the wood posts with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer.

Drive steel posts with or without pilot holes. If pilot holes are used, backfill any space around the steel posts with dry sand or pea gravel after driving.

Drive steel foundation tubes with soil plates attached with or without pilot holes, or place them in drilled holes. Backfill any space around the foundation tubes with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. Coat the inside surfaces of the foundation tubes to receive wood terminal posts with grease. Insert the posts into the tubes by hand. Do not drive the posts. You may slightly round the post edges to facilitate insertion.

## **BOLT HOLES IN WOOD POSTS AND CUTS IN BLOCKS**

If copper naphthenate, Alkaline Copper Quaternary ammonium compound, or copper azole is used to treat wood posts and blocks, before inserting the bolts, fill the bolt holes with grease.

You may field bore the 2-3/8-inch-diameter holes shown for wood guardrail terminal posts and wood rail tensioning assembly posts.

If you perform field cutting or boring after treatment, manually treat with preservative under section 57-2.01C(3)(b).

## **RAIL ELEMENTS**

The edges and center of the rail elements must contact each post block when bolted.

Splice the rail elements at 12.5-foot maximum intervals. Locate the splices at midspan between posts. Rail element splices must be lapped at least 12-1/2 inches and bolted.

Lap the rail elements such that the exposed ends do not face approaching traffic. The rail elements must have full bearing at joints.

Install end caps and return caps under the manufacturer's instructions.

## **END ANCHOR ASSEMBLIES**

Backfill the holes excavated in the slope to construct buried post end anchors with selected earth. Place the earth in layers approximately 1 foot thick. Moisten and thoroughly compact each layer.

## **PAYMENT MEASUREMENT**

Except for midwest guardrail systems located within the pay limits of (1) a terminal system, (2) a transition railing, (3) an end anchor assembly, or (4) a railing tensioning assembly, the payment quantity for midwest guardrail system is the length measured along the face of the rail element from end post to end post of the completed railing and includes buried post anchors. The point of measurement at the end post is the center of the bolt attaching the rail element to the end post. If midwest guardrail system is connected to a structure, barrier, wall, or abutment, the point of measurement is the midpoint between the 2 bolts attaching the rail element to the structure, barrier, wall, or abutment.

The payment quantity for double midwest guardrail system is the length measured from end post to end post along the center line of the guardrail.

## **THRIE BEAM BARRIERS**

Thrie beam barrier must comply with the specifications for midwest guardrail systems in section 83-2.02.

Single thrie beam barrier work includes transition sections between W beam and thrie beam elements

## **MATERIALS**

Rail elements, terminal connectors, end caps, and return caps must comply with AASHTO M 180 for Class A, Type I, thrie beam guardrail, except within 0.5 miles of the coast the components must comply with AASHTO M 180 for Class A, Type II, thrie beam guardrail.

Ten-gauge rail elements for transition railings must comply with AASHTO M 180 for Class B, Type I, thrie beam element, except within 0.5 miles of the coast the 10-gauge rail elements must comply with AASHTO M 180 for Class B, Type II, thrie beam element.



Other rail elements and end caps for transition railings must comply with AASHTO M 180 for Class A, Type I, thrie beam element, except within 0.5 miles of the coast the rail elements and end caps must comply with AASHTO M 180 for Class A, Type II, thrie beam element.

Use steel posts for thrie beam barrier on bridges. Use wood posts for approach barrier transitions to connect to concrete structures and for posts set in steel foundation tubes at trailing end anchors. At all other locations, use either wood or steel posts. Use only 1 type of post in any 1 continuous length of barrier.

Use wood or plastic blocks with steel posts. For thrie beam barrier on bridges:

1. Threaded rods must comply with ASTM A307
2. Anchor bolts must comply with ASTM F1554, Grade 55
3. Plates must comply with section 55

### **PAYMENT MEASUREMENT**

The payment quantity for single thrie beam barrier is the length measured from end post to end post along the face of the rail element of the installed barrier. The quantity does not include any portion of single thrie beam barrier within the pay limits of transition railing (Type STB).

The payment quantity for single thrie beam barrier constructed on each side of a bent underneath a structure or on each side of other obstructions is the length measured along each face of the installed barriers.

The point of measurement at the end posts of single and double thrie beam barriers is the center of the bolt or rod attaching the rail element to the end post.

### **PAYMENT**

INSTALL 31" MIDWEST GUARDRAIL (6' STEEL POST) and INSTALL 31" MIDWEST GUARDRAIL (8' STEEL POST) are paid for by the LINEAR FOOT (LF). The payment quantity for Midwest Guardrail is the linear footage, less pay limits for terminal systems, transition railing, an end anchor assembly, or railing tensioning assembly. Pay limits are provided in the Project Plans. The contract unit price paid shall include full compensation for complete guardrail installation including butterfly delineators at 25 foot intervals, and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

INSTALL MIDWEST GUARDRAIL TRANSITION RAILING TYPE WB-31, (PAY LIMIT 25') is paid for by EACH (EA) transition railing installed. The payment quantity for one transition railing installed is based on the pay limit length of 25 feet. The contract unit price paid shall include full compensation for complete transition railing installation (25') and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

MASH TANGENT TERMINAL, TYPE MSKT, TL-3, (PAY LIMIT 46'-10.5" LF) is paid for by EACH (EA) terminal system installed. The payment quantity for one terminal system installed is based on the pay limit length of 46 feet, 10.5 inches. The contract unit price paid shall include full compensation for complete terminal section installation (46'-10.5"), installation of butterfly delineators at 25 foot intervals,

and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

MASH TANGENT TERMINAL, TYPE MSKT, TL-2, (PAY LIMIT 25 LF) is paid for by EACH (EA) terminal system installed. The payment quantity for one terminal system installed is based on the pay limit length of 25 feet. The contract unit price paid shall include full compensation for complete terminal section installation (25'), and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

MASH FLARED ENERGY ABSORBING TERMINAL (MFLEAT) SECTION, TL-3 (PAY LIMIT 39'-7") is paid for by EACH (EA) terminal system installed. The payment quantity for one terminal system installed is based on the pay limit length of 39 feet, 7 inches. The contract unit price paid shall include full compensation for complete terminal section installation (39'-7"), and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

END ANCHOR ASSEMBLY TYPE SFT-M (PAY LIMIT 12.5') is paid for by EACH (EA) end anchor assembly installed. The payment quantity for one end anchor assembly installed is based on the pay limit length of 12.5 feet. The contract unit price paid shall include full compensation for complete end anchor assembly installation (12.5'), and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

BURIED POST END SECTION (PAY LIMIT 12.5') is paid for by EACH (EA) buried post end section installed. The payment quantity for one section installed is based on the pay limit length of 12.5 feet. The contract unit price paid shall include full compensation for complete end section installation (12.5'), and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

STEEL POST WITH BOTTOM PLATE (ATTACHMENT TO CONSPAN) is paid for by EACH (EA) steel post installed on the conspan. The contract unit price paid shall include full compensation for complete steel post installation, fabrication, bolts, nuts, drilling, grouting as needed, and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

INSTALL THREE BEAM RAIL ACROSS CONSPAN RAILING (2 NESTED RAILS) is paid for by the LINEAR FOOT (LF). The contract unit price paid shall include full compensation for complete installation of two nested three beam rails from the transition railing across each conspan railing, including attachment to transition railings, attachment to conspan railings, all hardware, bolts, nuts, drilling if needed, and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

## **GALVANIZED SURFACE COLORANT**

This work consists of applying an environmentally safe galvanized surface colorant (that will not fade, crack, or peel from sun exposure) to achieve a rustic brown color (mostly dark brown but not perfectly uniform to give an aged/rustic look) with a matte finish to all galvanized surfaces of Midwest guardrail, terminal sections, transition railing, end anchor assemblies, thrie beams, and steel posts with base plate.

## **MATERIALS**

The material must consist of a clear soluble solution of natural elements and soft buffered organic acids. The product must react with the target surface to produce a rustic brown color with a matte finish. The color produced must be resistant to fading in the sun.

## **APPROVED PRODUCTS**

<b><u>Products</u></b>	<b><u>Manufacturers Address</u></b>
<b><u>Natina Steel</u></b>	<b><u>Natina Products, LLC</u></b> <b><u>1555 North VIP Blvd.</u></b> <b><u>Casa Grande, AZ 85122</u></b> <b><u>(877) 762-8462</u></b> <a href="http://www.natinaproducts.com"><u>www.natinaproducts.com</u></a>
<b><u>Or Approved Equal</u></b>	

## **STORAGE**

1. Treated surfaces must be stored properly at the construction yard after delivery and before, and up to, time of installation.
  - a. If components stack (as with guardrail), spacers should be placed between rows to allow for necessary airflow.
  - b. Items should be stacked perpendicular to the ground slope to allow for proper drainage.
  - c. Items should be elevated so they do not come into direct contact with soil or plant matter.
  - d. Any and all other standard storage procedures should be met.
  - e. It is the responsibility of the prime contractor to ensure that all components are stored properly on site.

## **CONSTRUCTION**

Preparation:

Target surfaces to be treated must be free of excessive oils, dirt, and other contaminants. All surfaces must be dry before application of colorant.

Application:

1. Colorant
  - a. After areas to be treated have been prepared and the sample approved, apply colorant to all existing galvanized surfaces and appurtenances required to be treated. Apply product according to the manufacturer's instructions to achieve a color consistent with the approved sample.

- b. Colorant must be applied uniformly. Irregularities (above and beyond those that the product naturally produces) must be corrected according to the product manufacturer's recommendation.
- c. Treated surfaces must be kept dry for a period of 5 days following the application of colorant or additional coats may be required (so do not apply if rain is forecast).
- d. Material should be applied outdoors with daytime temperatures above 60 degrees and nighttime temperature, preferably, above 50 degrees (lower night temperatures may be okay in some situations. Please contact manufacturer for more information). Material can also be cured using large curing ovens. Different components may require different temperatures and curing times. Please contact manufacturer for more information.

#### **PAYMENT**

GALVANIZED SURFACE COLOR TREATMENT (NATINA, OR EQUIVALENT) is paid for by LUMP SUM (LS) for galvanized color treatment of all steel materials including guardrails, transition rails, end sections, terminal sections, steel posts, and hardware. The contract unit price paid shall include full compensation for complete coloration of galvanized metal, any repairs needed, shipping, transport, stockpiling, and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.



**DEPARTMENT OF PUBLIC WORKS**

## **QUALITY ASSURANCE PROGRAM (QAP)**

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For Mono County projects off the State Highway System (SHS)

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# QUALITY ASSURANCE PROGRAM (QAP)

## AGENCY: County of Mono

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes to the testing and sampling frequencies or to the test methods.

### I. DEFINITION OF TERMS

Acceptance Testing (AT)— Sampling and testing, or inspection, to determine the degree of compliance with contract specification requirements.

CT— California Department of Transportation (Caltrans)

Certificate of Compliance — A signed document from the materials manufacturer committing that the delivered goods meet the contract specifications

Independent Assurance Program (IAP)— Verification that AT is being performed correctly by certified testers using qualified laboratories and calibrated equipment.

Material Acceptance Program – Sampling, Testing, inspection, and certification of project materials to determine compliance with contract specifications. Materials shall be accepted by one or more of the following methods, as allowed for in this document and the contract specifications: Acceptance Testing, Manufacturer’s Certificate of Compliance, Source Inspection, or Field Inspection.

Quality Assurance Program (QAP)— A sampling, testing, and inspection program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the Materials Acceptance Program and the Independent Assurance Sampling and Testing Program (IAP).

Source Inspection– Sampling, testing, and/or inspection of manufactured or prefabricated structural materials at a location other than the job site, generally at the manufactured location.

### II. MATERIALS ACCEPTANCE PROGRAM

Material incorporated into the work shall be accepted by one or more of the following methods, as specified in this document and the contract specifications:

1. Field Sampling and Acceptance Testing
2. Manufacturer’s Certificate of Compliance (with attachments if required)
3. Source Inspection and Testing
4. Visual Inspection (for minor quantities)

#### A. Field Sampling and Acceptance Testing (AT)

##### General:

1. Acceptance sampling and testing shall be performed by certified materials personnel.
2. Acceptance testing will be performed utilizing accredited materials laboratories and properly calibrated equipment.
3. Certifications and accreditations shall be specific to the tests being performed.
4. A Materials Testing Results Log shall be maintained for any test method performed more than once on a project.
5. The test results for materials incorporated into the work shall be in compliance with the contract specifications.

6. Actions taken regarding material with failing test results will be fully documented, including details documenting remove/replace, rework/re-test, and deduction/Construction Change Order (CCO).
7. Justification shall be provided for any failing material allowed to remain in place.

#### **Sampling and Testing Locations and Frequencies:**

1. Sample and testing locations and frequencies shall be in accordance with the contract specifications.
2. If not specified in the contract documents, sampling and testing locations and frequencies shall be as shown in **Attachment No. 1, Acceptance Sampling and Testing Frequency Table**.
3. When sampling products such as Portland cement concrete, cement-treated base, hot mix asphalt, or similar materials; the time of such sampling shall be varied with respect to the time of the day, insofar as possible, in order to avoid a predictable sampling routine.

#### **Acceptance Test Methods:**

The test methods used shall be as specified in the contract documents.

For a material specified to comply with a property shown in the following table, the Agency tests under the corresponding test shown:

<b>Test Property</b>	<b>Test</b>
Relative compaction	ASTM D1557, D6938, D2950, CT 375
Sand equivalent	CT 217
Resistance (R-value)	CT 301
Gradation (sieve analysis)	CT 202 (Soils), AASHTO T11, T27 (HMA)
Durability index	CT 229
Cleanness Value	CT 227

#### **Acceptance Testing Laboratory:**

1. A consultant materials laboratory shall be used to perform acceptance testing. The consultant laboratory used may vary by project.
2. The materials laboratory shall be under the responsible management of a California Registered Engineer ("Engineer") with experience in sampling, inspection, and testing of construction materials.
3. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision.
4. Laboratories shall be properly accredited.
5. Laboratory testing personnel shall be appropriately certified.
6. Testing equipment shall be properly calibrated.
7. Laboratories shall comply with Section III., *Independent Assurance Program*, of this document.

#### **Reporting Acceptance Testing Results:**

Test results shall be reported to the Resident Engineer (RE) as soon as possible (as shown in the table below), by email or telephone.

Copies of complete material test result reports, including data and calculation sheets, shall be provided to the RE in accordance with the following timetable:



## Timetable for Providing Full Test Results to the Resident Engineer

<i>If the material is sampled...</i>	<i>And the test performed is...</i>	<i>Submit to the RE within...</i>
at the material plant	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	24 hours
at the job site	Compaction and/or maximum density	24 hours
	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	72 hours
	R value, or	96 hours
	Asphalt extraction	

### Acceptance Testing Summary Logs

1. The RE shall maintain a testing summary log for each test method performed more than once on the project (ASTM 1557, etc.), and by salient feature (structure backfill, subgrade, etc.)
2. The logs shall be used by the RE to track that acceptance tests are performed at the required frequencies, that tester certifications are on file, and that all failing tests have been mitigated.
3. *Testing Log Summary*, LAPM Exhibit 16-Z2 or equivalent shall be used for applicable log summaries. The Log Summary must include test location, date tested, name of tester, test name/ID number of test performed, results, resolution of failing test results, and quantity of materials represented by test, if applicable.

## B. Manufacturer's Certificate of Compliance

### *General:*

1. Various manufactured materials may be accepted for incorporation into the work without sampling or testing, on the basis of a certificate from the manufacturer.
2. Where required by the contract specifications, the contractor shall submit a certificate of compliance.
3. Where required by the contract, the contractor shall *attach test data or other documents* to the certificate of compliance. The RE is responsible for ensuring that a COC is furnished with each lot of these materials delivered to the site, and the accepted COC must be documented in the inspector's daily report and kept in the project files.
4. The RE may perform sampling and testing on such materials at any time.
5. Certificates of compliance shall:
  - Be submitted by the Contractor before the material is incorporated into the work;
  - Accompany the material to the job site;
  - Identify the lot (or heat) number for each lot delivered which matches tags affixed or stenciled to the materials;
  - Include the contract number and/or project number;
  - Include test data and other documents if required;
  - State that the material complies with the contract specifications; and

- Be signed by the producer of the material.

### **List of Materials Accepted by Certificate of Compliance:**

A list of materials that can be accepted on the basis of certificates of compliance during construction is found in the current Local Assistance Procedure Manual (LAPM) forms, Exhibit 16-T1, *Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications*. This list may be supplemented or amended by the contract Special Provisions or Technical Provisions. All certificates of compliance shall conform to the requirements of the contract specifications.

## **C. Source Inspection and Testing**

1. Some manufactured or pre-fabricated structural materials will be inspected or tested prior to arrival at the jobsite, generally at the manufacturer's location (source inspected).
2. Structural items categorized as "catastrophic consequences of failure" or "significant safety concern" may be source inspected. Materials that might be source inspected include structural steel, precast prestressed concrete girders and pilings, RCP greater than 60", joint seals, bearing pads, lighting and signal poles, sign structures, and electrical items.
3. The RE may reject source inspected material at the job site if deemed unacceptable. For example:
  - Material damage in shipment or installation.
  - Defective material (source inspection is usually a random sampling and may not have checked 100% of the material).
4. A consultant materials laboratory, qualified to perform the applicable testing, will be used to perform source inspection and testing. The consultant laboratory used will vary by project.

## **D. Visual Inspection (Acceptance of Minor Quantities Without Testing)**

### **General**

Relatively minor quantities of construction materials may be accepted without testing if the following three conditions are met:

1. Visual examination of the material is performed.
2. The manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
3. The manufacturer (or supplier in the case of HMA or concrete) provides certification that the material furnished complies with the contract specifications.

### **Approximate quantities that may be accepted by visual inspection:**

- *Aggregates* other than for use in Portland Cement Concrete, not to exceed:
  - 100 tons per day, nor
  - 500 tons per project
- *Bituminous mixtures* (example: HMA), not to exceed
  - 50 tons per day.
  - If project total is less than 1,000 tons, sample at engineer's discretion
- *Bituminous material* (example: Liquid Asphalt), not to exceed:
  - 100 gallons per project

### **III. INDEPENDENT ASSURANCE PROGRAM (IAP)**

The IAP shall verify:

- Sampling and testing procedures are being performed correctly; all testing equipment is in good condition and properly calibrated; and
- All AT performed on the project uses a qualified laboratory and certified testing personnel.
- IAP shall be performed on every type of materials test required for the project.

A complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the agency when unresolved discrepancies related to poor correlation between acceptance tester's results and other test results occur.

#### **A. Laboratory to Perform Independent Assurance (IA) Testing and Duties**

1. The IAP, including certification of testers and qualification of lab, shall be executed by a consultant who is different from AT consultant.
2. IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory.
3. IA shall be performed on every type of materials test required for the project or as directed by the Resident Engineer.
4. IAP samples and tests shall not be used for determining compliance with contract requirements.

#### **B. Laboratory ACCREDITATION**

1. The AT materials laboratory shall participate and comply with one or more of the following Correlation Testing Programs:
  - AASHTO Materials Reference Laboratory (AMRL)
  - Cement and Concrete Reference Laboratory (CCRL)
  - Caltrans' Reference Samples Program (RSP)
2. The AT laboratory Accreditation shall occur annually.
3. A copy of the current laboratory qualification shall be kept in the project records.

#### **C. Tester Certification**

1. Sampling and testing personnel shall be certified by one or more of the following Personnel Certification Programs:
  - CT Materials Engineer and/or CT METS IA Representative (for CT tests only) and Joint Certification Testing Program (JCTP)
  - Nationally recognized organizations such as the American Concrete Institute
  - National Institute of Certification of Engineering Technologies
  - Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.
2. Proficiency tests is part of IA program and shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests (CT202, CT 217, CT 227, respectively).
3. A copy of each tester's current and applicable certifications shall be kept in the project files.

#### **D. Equipment Certification / Calibration**

1. Laboratory testing equipment shall comply with the following:
  - Be capable of performing the tests required.
  - Be in good working order.

- Be calibrated
- Be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology.
- Have a decal firmly affixed to each piece of equipment showing the date of the last calibration.

#### **IV. CERTIFICATION OF PROJECT MATERIALS**

The Resident Engineer shall complete and sign Exhibit 17-G, "Materials Certificate" of the Local Assistance Procedures Manual (LAPM) upon completion of a federal-aid project.

The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records.

All materials incorporated into the work which did not conform to specifications must be explained and justified on the Materials Certificate, including changes by virtue of change order. The original is submitted to the DLAE in the Report of Expenditures and a copy is placed in the project file..

The form shall be filed in the project records.

All material records of samples and test, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary" Caltrans Exhibit 16-Z2, or equivalent, facilitates reviews of material sampling and testing by Caltrans and FHWA and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

#### **V. PROJECT QAP RECORDS**

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project, each project shall have the following quality assurance documents on file:

- Copy of Quality Assurance Program
- Certificates of Proficiency-Testers and Samplers
- Certificates of Accreditation of Testing Lab
- Acceptance Testing Log Summary and Test Results
- Notice of Materials to be Used (LAPM Exhibit 16-I, or equivalent)
- Certificates of Compliance and Buy America Certificates
- Source inspection records and report, if applicable
- Materials Certification (LAPM Exhibit 17-G)

In accordance with the County's adopted records retention policy, all project records shall be available for inspection by auditors and reviewers at any time during the project and for at least three years after final project voucher date by Caltrans.

## VI. ATTACHMENTS

Attachment 1: Acceptance Sampling and Testing Frequencies

### APPROVED BY:



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

(Signature)

Date: February 5, 2024

NAME: Kalen Dodd

(Print)

TITLE: County Engineer

**ACCEPTANCE SAMPLING AND TESTING FREQUENCY TABLE**  
(Projects off the State Highway System)

Material	Property or Characteristic	Test Method	Frequency	Sampling Point
<b>Hot Mix Asphalt</b>  <b>Asphalt Concrete</b>	Sieve Analysis (Coldfeed, RAP)	CT 202 or AASHTO T27, AASHTO T11,	Minimum 1 per day for placement of 500 tons or more per day	Coldfeed / RAP at Batch Plant during production of HMA per CT 125
	Sand Equivalent	CT 217 or AASHTO T176		
	Theoretical Maximum Specific Gravity and Density	CT 309 or AASHTO T209	Minimum 1 per day for placement of 500 tons or more per day	Random Location per CT 125
	Asphalt Binder Content	CT 382 or AASHTO T308		
	HMA Moisture Content	CT 370 or AASHTO T329		
	In-Place Density and Relative Compaction	ASTM D2950, CT 375	Minimum of 1 test per 500 tons; Minimum of 1 test per Lot	In-place during final compaction at randomly determined locations
	Asphalt Binder	NA	Sample 1 Min per day for production of 500 tons or more per day; No testing required unless directed by Engineer	At Batch Plant per CT 125
	Stabilometer	CT 366, ASTM 1560	At Engineer's discretion	Per CT 125 and/or CT 304
	Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt	CT 375, CT 308 or AASHTO T275	At Engineer's discretion	At randomly determined Project Location
	Smoothness	12-foot Straightedge	As necessary to confirm contract compliance	Final pavement surface

Material	Property or Characteristic	Test Method*	Frequency	Sampling Point
<b>Portland Cement Concrete (Structural)</b>	Making and Curing Concrete Cylinders	ASTM C31 or CT 540	Minimum 1 set of 5 cylinders per 100 cubic yards of concrete	Per ASTM C172 or CT 539
	Temperature	ASTM C1064 or CT 557	1 per sample	Per ASTM C172 or CT 539
	Slump	ASTM C143 or CT 556	1 per sample	Per ASTM C172 or CT 539
	Air Entrainment	ASTM C231 or CT 504	Minimum 1 per sample if concrete mix design specifies air entrainment	Per ASTM C172 or CT 539
	Unit Weight	ASTM C138 or CT 518	1 per sample	Per ASTM C172 or CT 539
	Compressive Strength	ASTM C39 or CT 521	7 days and 28 days**	NA

\* American Concrete Institute (ACI) provides certification to perform the relevant ASTM test methods and practices for concrete.

\*\* If the concrete mix design contains fly ash or other pozzolan with specified strength greater than 3,600 psi, frequency shall be 7 days and 42 days or 7 days and 56 days depending on mix design.

ACI - American Concrete Institute

AASHTO - American Association of State Highway and Transportation Officials

ASTM - American Society for Testing and Materials

CT - Caltrans Test Method

**ACCEPTANCE SAMPLING AND TESTING FREQUENCY TABLE**  
(Projects off the State Highway System)

Material	Property or Characteristic	Test Method	Frequency	Sampling Point
Excavation / Embankment	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
Subgrade	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts	Excavation bottom, compacted lift or subgrade
Imported Borrow				
Aggregate Base	Maximum Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Per CT 125
Subbase	Sieve Analysis	CT 202 or ASTM C136, ASTM C117	Minimum 1 per material/type	
Asphalt Grindings	Sand Equivalent	CT 217	At Engineer's Discretion	
	Durability Index	CT 229 or ASTM D3744		
	R-Value	CT 301 or ASTM 2844		
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938, ASTM 2922 or CT 231	Minimum 1 test per 5000 square feet of work area; Minimum one test per Lot	
Structure Backfill	Sieve Analysis	CT 202 or ASTM C136, ASTM C117	Minimum 1 per material/type	Per CT 125
	Sand Equivalent	CT 217		
Select Backfill	R-Value	CT 301 or ASTM 2844	At Engineer's Discretion	Per CT 125
	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts	Compacted lift or subgrade

ASTM - American Society for Testing and Materials  
CT - Caltrans Test Method

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# **SECTION IV**



## **PROJECT PLANS**

### **GUARDRAIL REPLACEMENT PROJECT PHASE 1**

**Project No. 9321**

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# MONO COUNTY GUARDRAIL REPLACEMENT PROJECT

## PHASE 1

### STATE PROJECT NO. HSIPSL-5947(064)

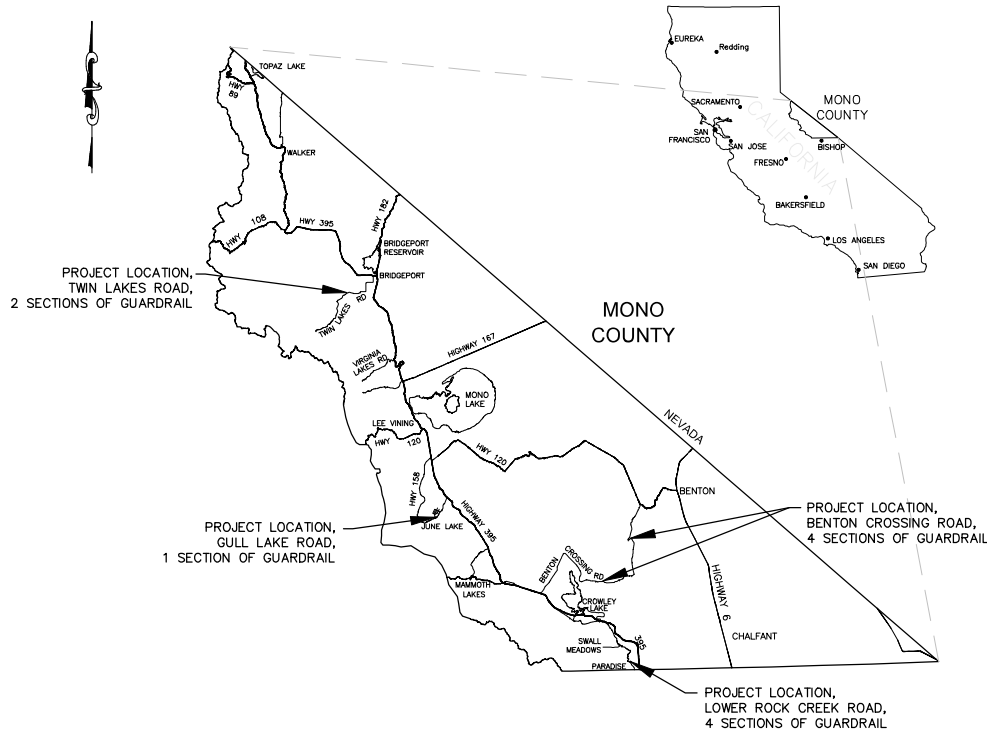


PAUL ROTEN  
DIRECTOR OF  
PUBLIC WORKS  
DATE:  
03/23/2024

Rev.#	Date	Revision

MONO COUNTY PUBLIC WORKS DEPARTMENT	Drawing Date: 03/01/24	COUNTY PROJECT NO. 9321
MONO COUNTY	GUARDRAIL REPLACEMENT PROJECT - PHASE 1	TITLE SHEET AND PROJECT LOCATIONS MAP

SHEET  
**C1**



PROJECT LOCATION MAP  
NOT TO SCALE

#### SHEET & PLAN SET INDEX

C1 : TITLE SHEET AND PROJECT LOCATION MAP  
C2 : GENERAL CONSTRUCTION NOTES

#### LOWER ROCK CREEK ROAD:

C3: GUARDRAIL LOCATION MAP - SHEET INDEX  
C4: GUARDRAIL SECTION 1 REPLACEMENT  
C5: GUARDRAIL SECTION 2 REPLACEMENT  
C6: GUARDRAIL SECTION 3 REPLACEMENT  
C7: GUARDRAIL SECTION 4 REPLACEMENT

#### BENTON CROSSING ROAD:

C8: GUARDRAIL LOCATION MAP - SHEET INDEX  
C9: GUARDRAIL SECTION 1 REPLACEMENT  
C10: GUARDRAIL SECTION 2 REPLACEMENT  
C11: GUARDRAIL SECTION 3 REPLACEMENT  
C12: GUARDRAIL SECTION 4-1  
C13: GUARDRAIL SECTION 4-2  
C14: GUARDRAIL SECTION 4-3

#### GULL LAKE ROAD:

C15: GUARDRAIL LOCATION MAP - SHEET INDEX  
C16: GUARDRAIL SECTION 1 REPLACEMENT  
C17: GUARDRAIL LOCATION MAP - SHEET INDEX  
C18: GUARDRAIL SECTIONS 1 AND 2 REPLACEMENT

#### GUARDRAIL CONSTRUCTION DETAILS:

C19: CONSTRUCTION DETAILS

ATTACHMENT: CALTRANS STANDARD PLANS 2023

GENERAL CONSTRUCTION AND SITEWORK SPECIFICATIONS

- GENERAL**
1. ALL WORK SHALL CONFORM TO THESE PLANS, PROJECT SPECIFICATIONS, MONO COUNTY ORDINANCES AND STANDARDS, AND "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS" (2018 GREEN BOOK) ISSUED BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO). RELEVANT PLAN DETAILS AND SPECIFICATIONS ARE ADOPTED FROM CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS AND STANDARD PLANS (2023 EDITION). IN THE EVENT OF A CONFLICT BETWEEN THE PRECEDING DOCUMENTS, THE CONTRACTOR SHALL INFORM THE RESIDENT ENGINEER IMMEDIATELY. THE MONO COUNTY ENGINEERING DEPARTMENT WILL DECIDE WHICH DOCUMENT APPLIES TO THE CONFLICT.
2. CONTRACTOR SHALL CONDUCT ALL GRADING OPERATIONS IN CONFORMANCE WITH THE CONSTRUCTION SAFETY ORDERS OF THE STATE OF CALIFORNIA, DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF INDUSTRIAL SAFETY. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GENERAL OSHA STANDARDS FOR THE PROTECTION OF WORKMEN AND THE GENERAL PUBLIC.
3. CONTRACTOR SHALL CALL USA ALERT AT (800) 842-2444 AT LEAST 48 HOURS PRIOR TO STARTING WORK. UTILITIES SHOWN ON THESE PLANS ARE LOCATED BASED ON AVAILABLE RECORDS AND FIELD MEASUREMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
4. ANY EVIDENCE OF THE HISTORICAL PRESENCE OF MAN FOUND DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE THE MONO COUNTY PUBLIC WORKS DEPARTMENT AND ALL CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL AUTHORIZED BY THAT DEPARTMENT.
5. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO COMMENCING ANY SITE ACTIVITIES. MONO COUNTY PUBLIC WORKS DEPARTMENT WILL COORDINATE THIS MEETING WITH THE CONTRACTOR AND OTHER RELEVANT PARTIES.
6. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 7:00 PM MONDAY THROUGH SATURDAY (NO OPERATIONS ALLOWED ON SUNDAY).
7. CONTRACTOR SHALL KEEP NOISE LEVELS OF CONSTRUCTION EQUIPMENT TO A MINIMUM, USING SOUND MUFFLING DEVICES IN ACCORDANCE WITH PREEMING REQUIREMENTS. SITE PREPARATION AND CONSTRUCTION SHALL BE CONDUCTED SO AS TO MINIMIZE EXCESSIVE NOISE, DUST, DIBBING AND DISTURBANCE TO BUSINESSES OR RESIDENTS. THE LIMITS OF CONSTRUCTION SPECIFIED ON THESE PLANS SHALL BE CAREFULLY AND FULLY FLAGGED PRIOR TO START OF CONSTRUCTION IN A MANNER TO PREVENT DAMAGE TO VEGETATION AND DISTURBANCE TO SOILS OUTSIDE THE CONSTRUCTION AREA. SITE-DISTURBING ACTIVITIES SHALL BE RESTRICTED TO THE IDENTIFIED BOUNDARIES OF THE PROJECT.
8. RESTRICTIONS ON THE MOVEMENTS OF HEAVY EQUIPMENT SHALL BE ACCOMPLISHED THROUGH THE ESTABLISHMENT OF DESIGNATED TRAVEL ROUTES AND BARRIERS WHICH PREVENT CUTTING, SCORING AND ROOT DAMAGE TO TREES AND SHRUBS NOT BEING REMOVED.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR, AND WILL BEAR THE COST OF, RESETING ANY SURVEY STAKES OR MONUMENTS DESTROYED BY HIS OPERATIONS.
- GRADING**
10. AREAS TO BE GRADED SHALL BE CLEARED OF BRUSH, VEGETATION, LARGE BOULDERS, AND OTHER DELETERIOUS MATERIALS.
11. WASTE MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR TO A LOCATION APPROVED AND PERMITTED TO RECEIVE SUCH MATERIAL.
12. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO CONTROL DUST IN CONSTRUCTION AREAS AND ON SITE ACCESS ROADS. SUFFICIENT WATER SHALL BE MADE AVAILABLE FOR DUST CONTROL PURPOSES. ALL EXPOSED SOIL SURFACES WILL BE MOISTENED AS REQUIRED TO AVOID NUISANCE CONDITIONS AND INCONVENIENCES FOR LOCAL RESIDENTS, BUSINESSES, AND TRAVELERS OF NEARBY ROADWAYS.
- EROSION CONTROL**
13. DURING CONSTRUCTION, TEMPORARY EROSION CONTROL MEASURES SUCH AS BERMES, SILT FENCES, FIBER POLLS, EROSION CONTROL BLANKETS, OR OTHER METHODS SHALL BE INSTALLED AS NECESSARY TO PREVENT DISCHARGE OF EARTHEN MATERIALS FROM THE SITE DURING PERIODS OF PRECIPITATION OR RUNOFF. SIMILAR MEASURES SHALL BE INSTALLED ON OR AROUND ANY SOIL STOCKPILE LOCATED ADJACENT TO PUBLIC ROADWAYS, RESIDENCES, OR BUSINESSES, IN THE VICINITY OF BODIES OF WATER, OR WHEN REMAINING ON-SITE FOR AN EXTENDED PERIOD.
14. CONTRACTOR SHALL TAKE ALL SUCH MEASURES NECESSARY TO RETAIN SOIL AND SEDIMENT ON-SITE AND TO PREVENT TRACKING OF MUD AND DIRT ONTO PUBLIC ROADWAYS.
15. AT NO TIME SHALL THE CONTRACTOR DEWATER THE PROJECT SITE BY PUMPING INTO BODIES OF WATER, STORM DRAINS, OR A SUBDRAIN SYSTEM.
- MATERIALS**
16. ALL GUARDRAIL SECTIONS AND STEEL POSTS SHALL HAVE NATRA TREATMENT PRIOR TO INSTALLATION.

ABBREVIATIONS

AC	ASPHALT CONCRETE	HP	HIGH POINT
BTM	BOTTOM	INV	INVERT
CT	CALTRANS	LF	LINEAR FEET
DIA	DIAMETER	LP	LOW POINT
EG	EXISTING GRADE	MAX	MAXIMUM
ELEV	ELEVATION	MIN	MINIMUM
EP	EDGE OF PAVEMENT	OC	ON CENTER
ETW	EDGE OF TRAVELED WAY	R/W	RIGHT-OF-WAY
EXIST	EXISTING	SQ	SQUARE YARDS
FG	FINISH GRADE	STA	STATION
FL	FLOW LINE	STD	STANDARD
FS	FINISH SURFACE	SQP	STORM DRAIN PIPE
GB	GRADE BREAK	TYP	TYPICAL

LEGEND

---	APPROXIMATE ROAD RIGHT-OF-WAY
---	EXISTING ROAD CENTERLINE
~5400~	EXISTING GROUND CONTOUR & ELEV.

REFERENCED CALTRANS STANDARD PLANS (2023)

1. A73C: DELINEATORS, CHANNELIZERS, AND BARRICADES
2. A72L2: MIDWEST GUARDRAIL SYSTEM STANDARD RAILING SECTION STEEL POST WITH NOTCHED RECYCLED PLASTIC BLOCK
3. A77M1: MIDWEST GUARDRAIL SYSTEM STANDARD HARDWARE
4. A77N2: MIDWEST GUARDRAIL SYSTEM STEEL POST AND NOTCHED WOOD BLOCK DETAILS
5. A77N3: MIDWEST GUARDRAIL SYSTEM TYPICAL LINE POST EMBEDMENT AND HINGE POINT OFFSET DETAILS
6. A77P3: MIDWEST GUARDRAIL SYSTEM TYPICAL LAYOUTS FOR EMBANKMENTS
7. A77S1: MIDWEST GUARDRAIL SYSTEM END ANCHOR ASSEMBLY (TYPE SFT-M)
8. A77T2: MIDWEST GUARDRAIL SYSTEM BURIED POST END ANCHOR (TYPE B-P)
9. A77T3: MIDWEST GUARDRAIL SYSTEM BURIED POST END ANCHOR (TYPE B-S)
10. A77U4: MIDWEST GUARDRAIL SYSTEM TRANSITION RAILING (TYPE WB-3T)
11. A78B: THREE BEAM BARRIER STANDARD BARRIER RAILING SECTION (STEEL POST WITH NOTCHED RECYCLED PLASTIC BLOCK)
- 12.



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MONO COUNTY	
GUARDRAIL REPLACEMENT PROJECT - PHASE 1	
GENERAL CONSTRUCTION NOTES	

SHEET  
C2



LOWER ROCK CREEK ROAD – NORTH  
GUARDRAIL REPLACEMENT SECTION 1 AND SECTION 2

LOWER ROCK CREEK ROAD GUARDRAIL LOCATION MAP  
NOT TO SCALE



LOWER ROCK CREEK ROAD – SOUTH  
GUARDRAIL REPLACEMENT SECTIONS 3 AND 4



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Checked By:	PR	Revision	

MONO COUNTY GUARDRAIL  
REPLACEMENT PROJECT PHASE 1  
LOWER ROCK CREEK ROAD  
GUARDRAIL LOCATION MAP - SHEET INDEX

SHEET  
**C4**

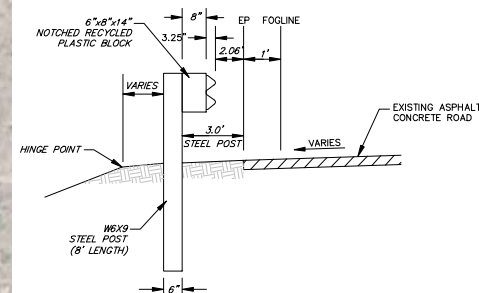




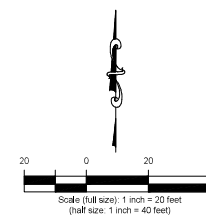
LOWER ROCK CREEK ROAD - GUARDRAIL SECTION 1

# CONSTRUCTION LEGEND

1. REMOVE 425 LF OF EXISTING WOOD POST GUARDRAIL. GRUB/REMOVE EXISTING VEGETATION AND GRADE/COMPACT ROAD SHOULDER.
2. INSTALL 368.75 LF OF MIDWEST GUARDRAIL PER DETAIL 2 ON SHEET C19, MIDWEST GUARDRAIL INSTALLATION DETAIL HEREON, AND CALTRANS STANDARD PLAN A77L2, A77M1, AND A77N2 (8" STEEL POST WITH NOTCHED RECYCLED PLASTIC BLOCK); MATCH EXISTING GUARDRAIL LOCATION FROM EDGE OF PAVEMENT.
3. INSTALL MASH FLARED ENERGY ABSORBING TERMINAL SECTION (MFLEAT, MASH TL-3), OR EQUIVALENT, PER MANUFACTURER'S RECOMMENDATIONS; PAY LIMIT 39'-7".



MIDWEST GUARDRAIL INSTALLATION DETAIL  
NOT TO SCALE



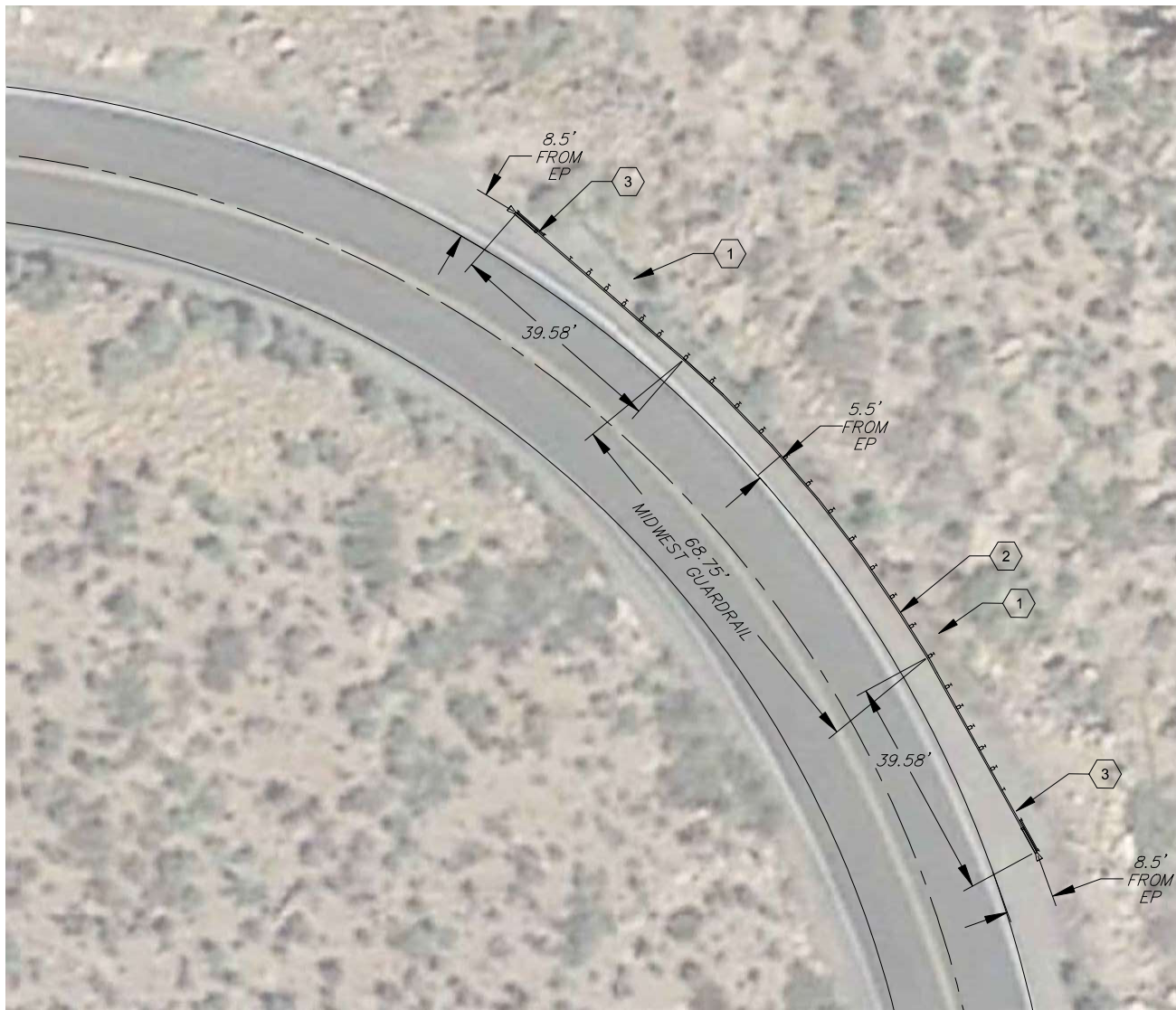
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MONO COUNTY GUARDRAIL  
REPLACEMENT PROJECT PHASE 1  
LOWER ROCK CREEK ROAD  
GUARDRAIL SECTION 1 REPLACEMENT

SHEET

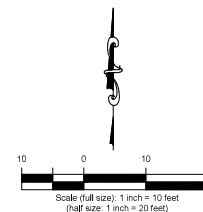
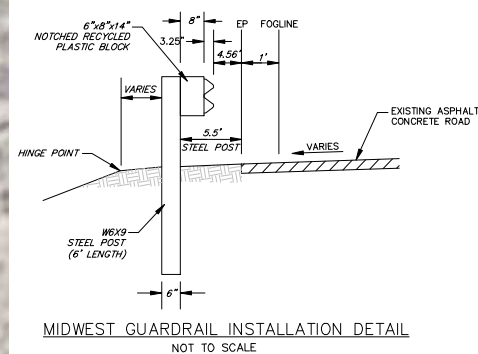
**C4**



LOWER ROCK CREEK ROAD - GUARDRAIL SECTION 2

### CONSTRUCTION LEGEND

1. REMOVE 100 LF OF EXISTING WOOD POST GUARDRAIL. GRUB/REMOVE EXISTING VEGETATION AND GRADE/COMPACT ROAD SHOULDER.
2. INSTALL 68.75 LF OF MIDWEST GUARDRAIL PER DETAIL 1 ON SHEET C19, MIDWEST GUARDRAIL INSTALLATION DETAIL HEREON, AND CALTRANS STANDARD PLAN A77L2, A77M1, AND A77N2 (6" STEEL POST WITH NOTCHED RECYCLED PLASTIC BLOCK)
3. INSTALL MASH FLARED ENERGY ABSORBING TERMINAL SECTION (MFLEAT, MASH TL-3), OR EQUIVALENT, PER MANUFACTURER'S RECOMMENDATIONS; PAY LIMIT 39'-7".



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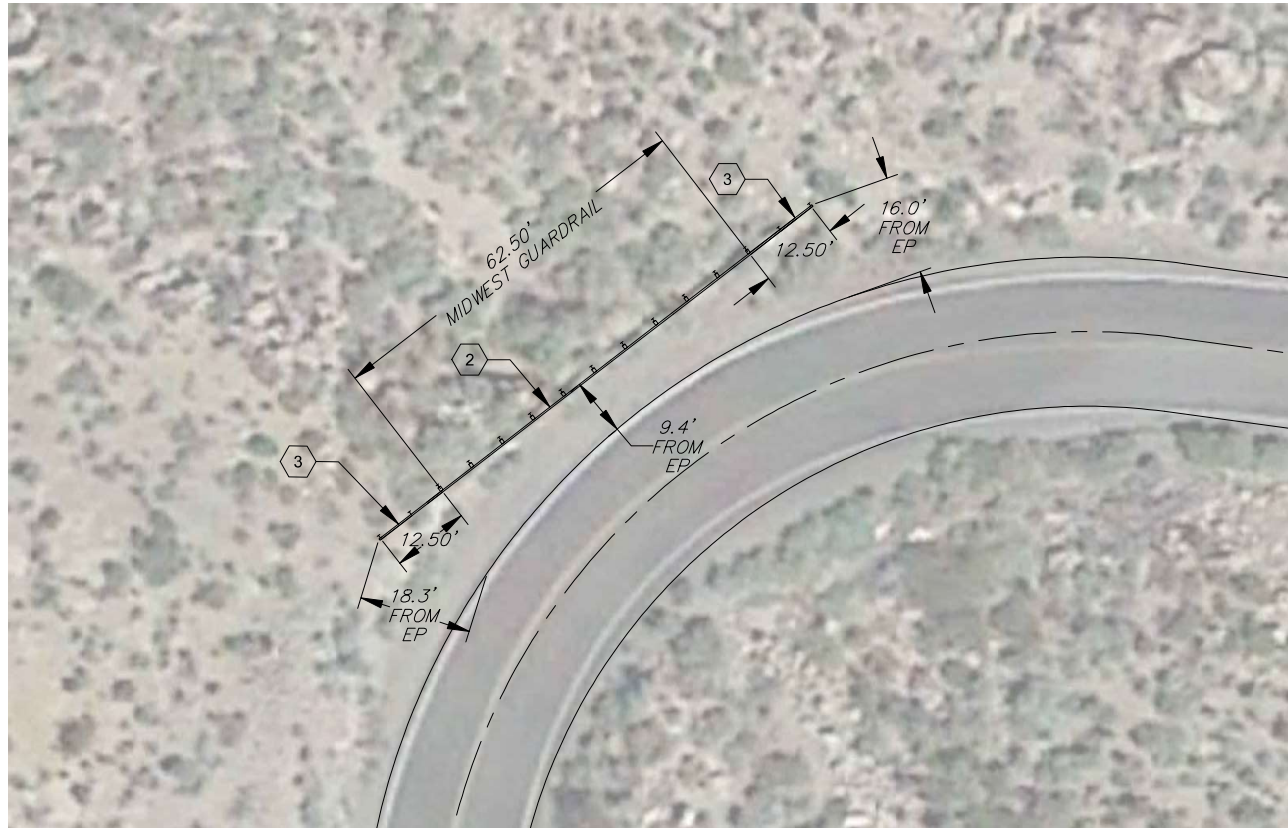
MONO COUNTY GUARDRAIL  
REPLACEMENT PROJECT PHASE 1

LOWER ROCK CREEK ROAD  
GUARDRAIL SECTION 2 REPLACEMENT

SHEET

C5

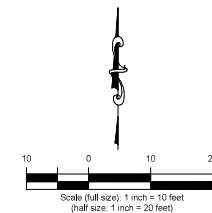
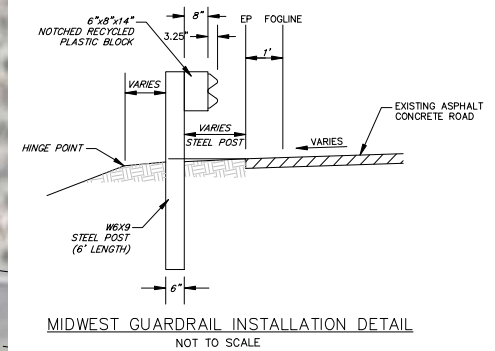




**LOWER ROCK CREEK ROAD - GUARDRAIL SECTION 3**

**CONSTRUCTION LEGEND**

1. REMOVE 75 LF OF EXISTING WOOD POST GUARDRAIL. GRUB/REMOVE EXISTING VEGETATION AND GRADE/COMPACT ROAD SHOULDER.
2. INSTALL 62.5 LF OF MIDWEST GUARDRAIL DETAIL 1 ON SHEET C19, MIDWEST GUARDRAIL INSTALLATION DETAIL HEREON, AND PER CALTRANS STANDARD PLAN A77L2, A77M1, AND A77N2 (6" STEEL POST WITH NOTCHED RECYCLED PLASTIC BLOCK); MATCH EXISTING GUARDRAIL LOCATION.
3. INSTALL BURIED END SECTION PER CALTRANS STANDARD PLAN A77T2; PAY LIMIT 12.5'.



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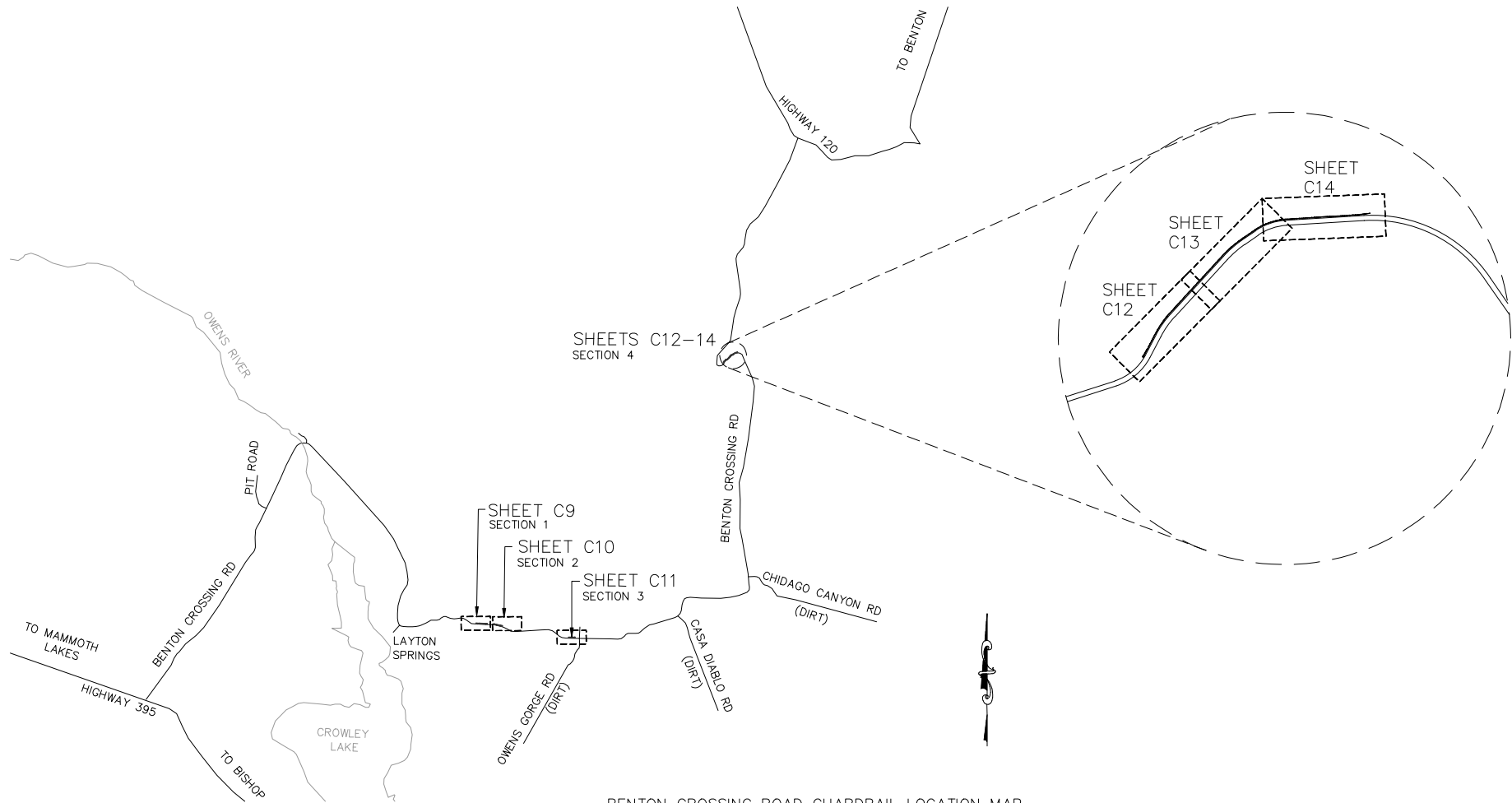
MONO COUNTY GUARDRAIL  
REPLACEMENT PROJECT PHASE 1  
LOWER ROCK CREEK ROAD  
GUARDRAIL SECTION 3 REPLACEMENT

SHEET  
**C6**





# BENTON CROSSING ROAD GUARDRAIL SECTIONS 1 THROUGH 4



BENTON CROSSING ROAD GUARDRAIL LOCATION MAP  
NOT TO SCALE

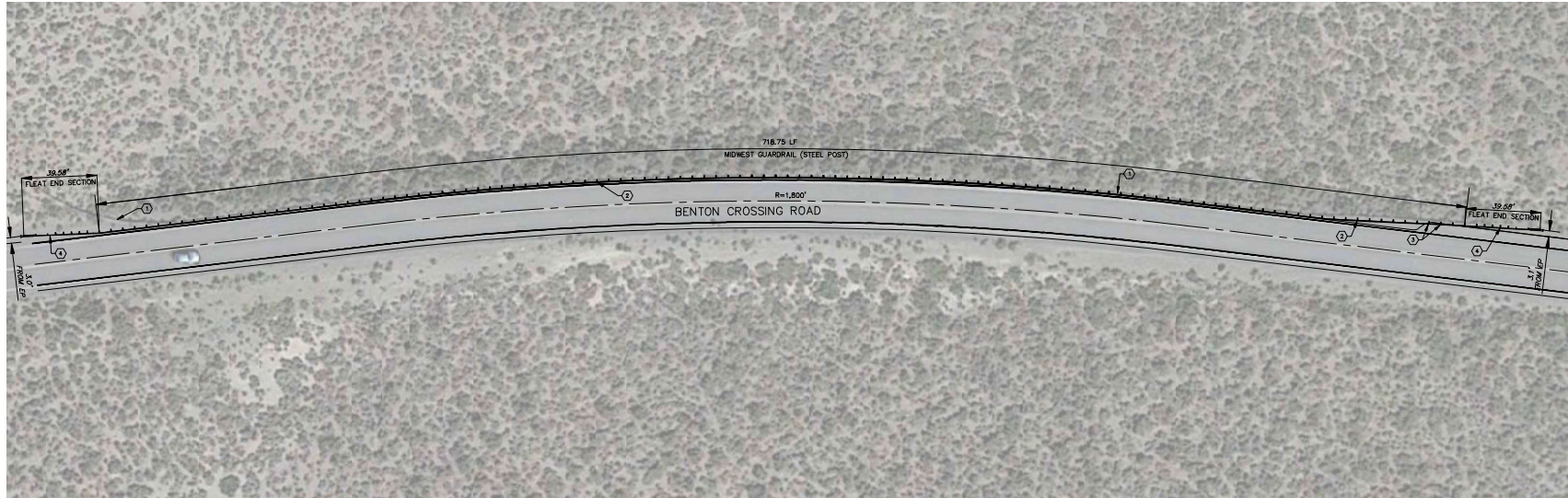


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BENTON CROSSING ROAD  
GUARDRAIL LOCATION MAP - SHEET INDEX

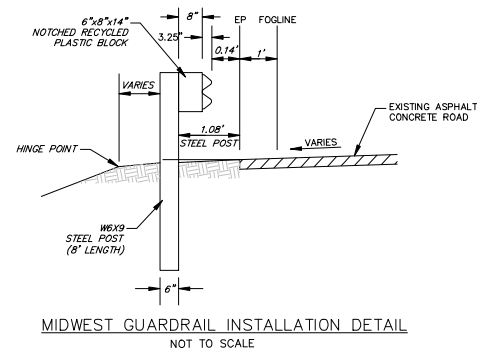
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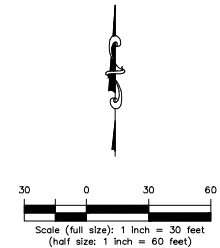
## BENTON CROSSING ROAD - GUARDRAIL SECTION 1

### CONSTRUCTION LEGEND

1. REMOVE 800 LF OF EXISTING WOOD POST GUARDRAIL. GRUB/REMOVE EXISTING VEGETATION AND GRADE/COMPACT ROAD SHOULDER.
2. INSTALL 722 LF OF MIDWEST GUARDRAIL PER DETAIL 2 ON SHEET C19, MIDWEST GUARDRAIL INSTALLATION DETAIL HEREON, AND CALTRANS STANDARD PLAN A77L2, A77M1, AND A77N2 (8" STEEL POST WITH NOTCHED RECYCLED PLASTIC BLOCK).
3. SAWCUT EXISTING AC SHOULDER MINIMUM 1" FROM GUARDRAIL STEEL POST INSTALLATION.
4. INSTALL MASH FLARED ENERGY ABSORBING TERMINAL SECTION (MFLEAT, MASH TL-3), OR EQUIVALENT, PER MANUFACTURER'S RECOMMENDATIONS; PAY LIMIT 39'-7".



MIDWEST GUARDRAIL INSTALLATION DETAIL  
NOT TO SCALE



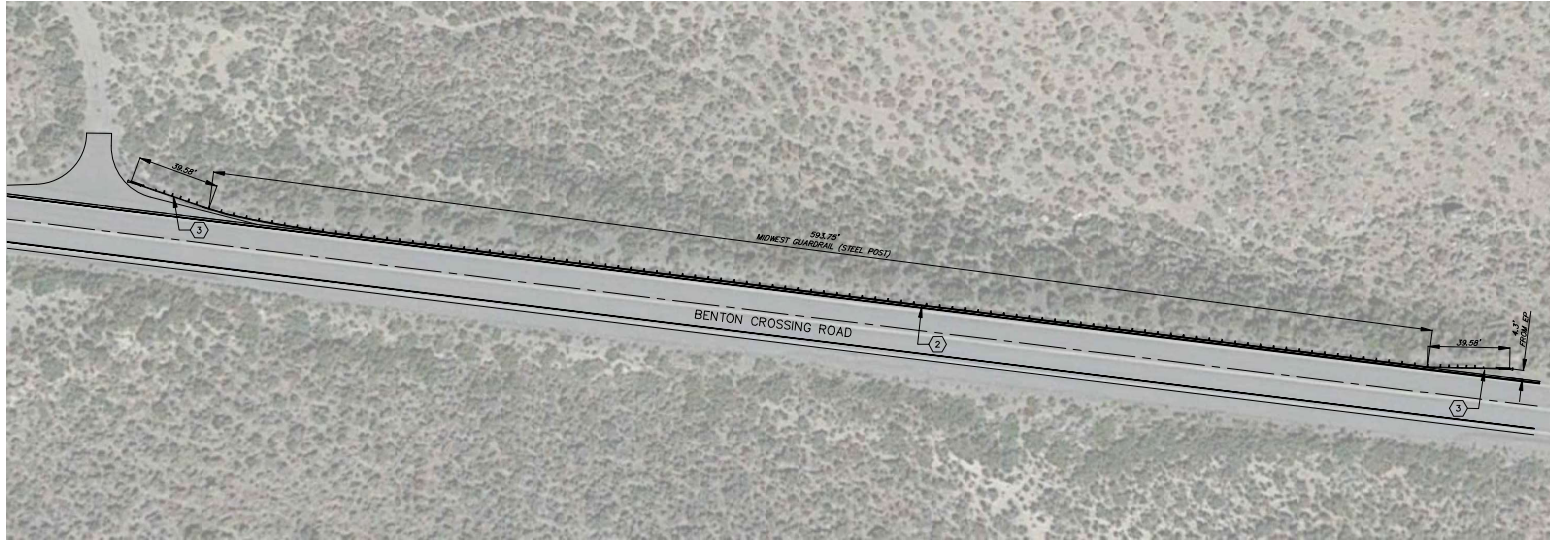
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GUARDRAIL REPLACEMENT PROJECT - PHASE 1  
BENTON CROSSING ROAD  
GUARDRAIL SECTION 1 REPLACEMENT

SHEET  
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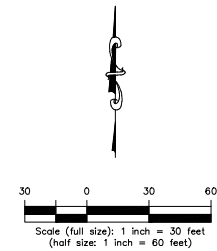
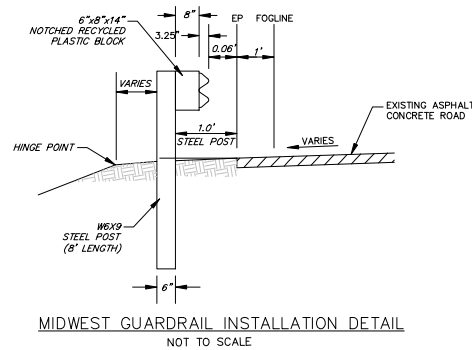




**BENTON CROSSING ROAD - GUARDRAIL SECTION 2**

**CONSTRUCTION LEGEND**

1. REMOVE 687.5 LF OF EXISTING WOOD POST GUARDRAIL. GRUB/REMOVE EXISTING VEGETATION AND GRADE/COMPACT ROAD SHOULDER.
2. INSTALL 593.75 LF OF MIDWEST GUARDRAIL PER DETAIL 2 ON SHEET C19, MIDWEST GUARDRAIL INSTALLATION DETAIL HEREON, AND CALTRANS STANDARD PLAN A77L2, A77M1, AND A77N2 (8" STEEL POST WITH NOTCHED RECYCLED PLASTIC BLOCK)
3. INSTALL MASH FLARED ENERGY ABSORBING TERMINAL SECTION (MFLEAT, MASH TL-3), OR EQUIVALENT, PER MANUFACTURER'S RECOMMENDATIONS; PAY LIMIT 39'-7".

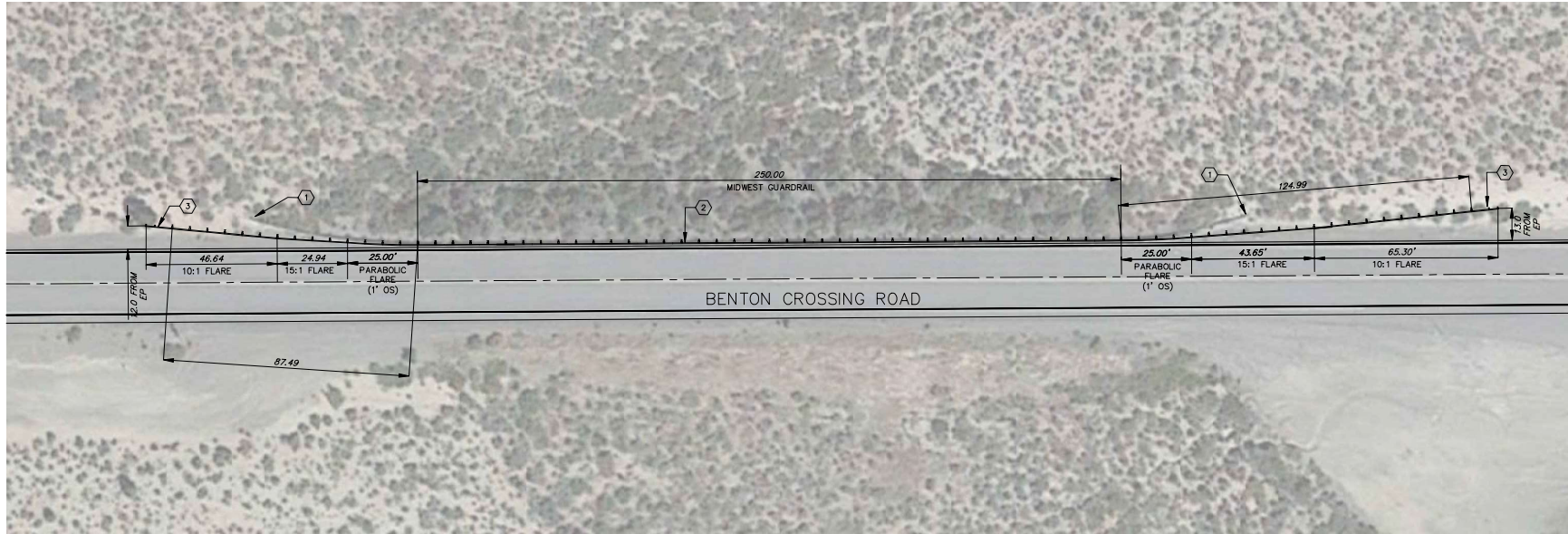


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GUARDRAIL REPLACEMENT PROJECT - PHASE 1  
BENTON CROSSING ROAD  
GUARDRAIL SECTION 2 REPLACEMENT

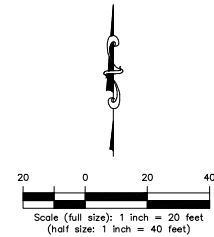
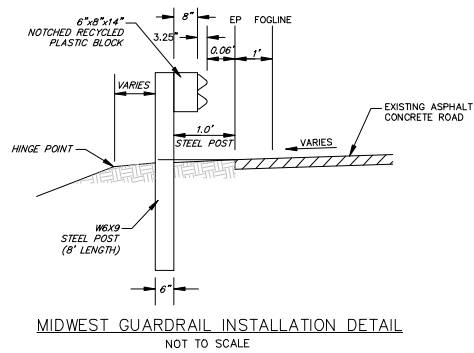
SHEET  
**C10**



**BENTON CROSSING ROAD - GUARDRAIL SECTION 3**

**CONSTRUCTION LEGEND**

1. REMOVE 462.5 LF OF EXISTING WOOD POST GUARDRAIL. GRUB/REMOVE EXISTING VEGETATION AND GRADE/COMPACT ROAD SHOULDER.
2. INSTALL 480.5 LF OF MIDWEST GUARDRAIL PER DETAIL 2 ON SHEET C19, MIDWEST GUARDRAIL INSTALLATION DETAIL HEREON, AND CALTRANS STANDARD PLAN A77L2, A77M1, AND A77N2 (8' STEEL POST WITH NOTCHED RECYCLED PLASTIC BLOCK)
3. INSTALL BURIED END SECTION PER CALTRANS STANDARD PLAN A77T2; PAY LIMIT 12.5'.



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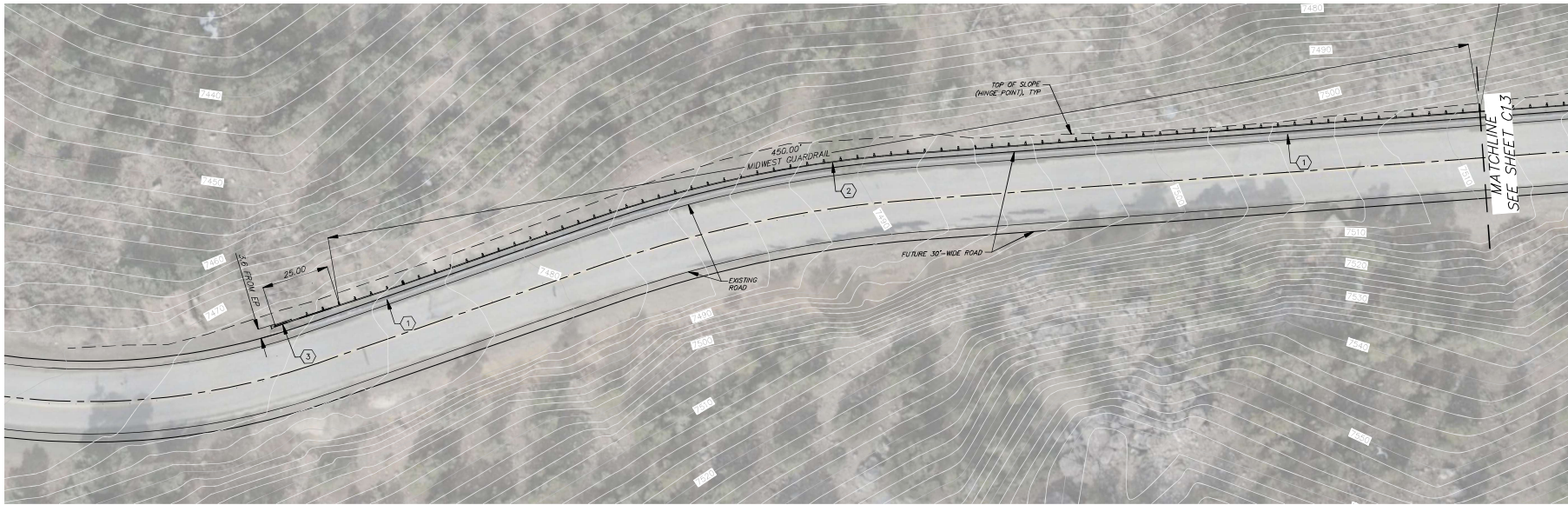
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GUARDRAIL REPLACEMENT PROJECT - PHASE 1

BENTON CROSSING ROAD  
GUARDRAIL SECTION 3 REPLACEMENT

SHEET

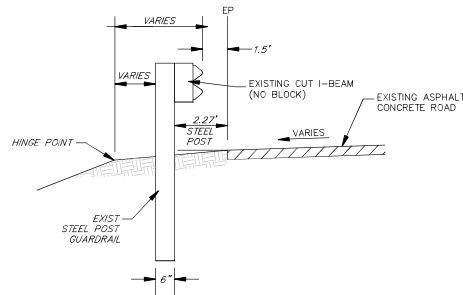
**C11**



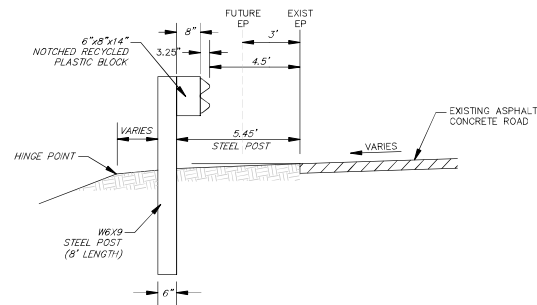
**BENTON CROSSING ROAD - GUARDRAIL SECTION 4-1**

**CONSTRUCTION LEGEND**

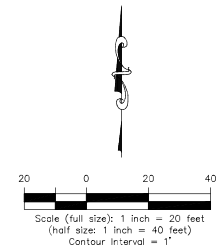
1. REMOVE 459.5 LF OF EXISTING STEEL POST GUARDRAIL. GRUB/REMOVE EXISTING VEGETATION AND GRADE/COMPACT ROAD SHOULDER.
2. INSTALL 431.25 LF OF MIDWEST GUARDRAIL PER DETAIL 2 ON SHEET C19, MIDWEST GUARDRAIL INSTALLATION DETAIL HEREON, AND CALTRANS STANDARD PLAN A77L2, A77M1, AND A77N2 (8' STEEL POST WITH NOTCHED RECYCLED PLASTIC BLOCK).
3. INSTALL MASH TANGENT TERMINAL TYPE MSKT (TL-2) OR EQUIVALENT PER MANUFACTURER'S SPECIFICATIONS; PAY LIMIT 25'.



**EXISTING GUARDRAIL REMOVAL DETAIL**  
BENTON CROSSING ROAD, GUARDRAIL SECTION 4  
NOT TO SCALE



**MIDWEST GUARDRAIL INSTALLATION DETAIL**  
PER CT STD PLAN A77N3, DETAIL B  
BENTON CROSSING ROAD, GUARDRAIL  
NOT TO SCALE



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GUARDRAIL REPLACEMENT PROJECT - PHASE 1  
BENTON CROSSING ROAD  
GUARDRAIL SECTION 4 - 1

SHEET  
**C12**

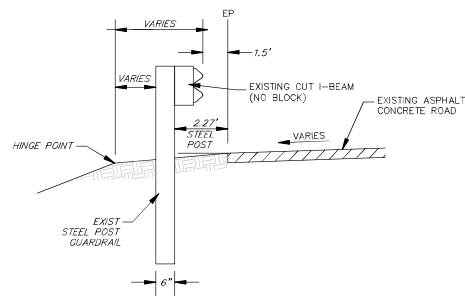




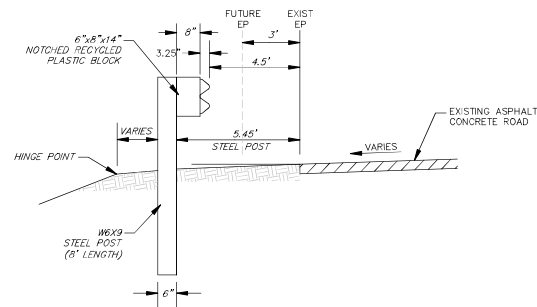
**BENTON CROSSING ROAD - GUARDRAIL SECTION 4-2**

**CONSTRUCTION LEGEND**

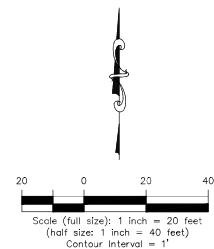
1. REMOVE 537.5 LF OF EXISTING STEEL POST GUARDRAIL, GRUB/REMOVE EXISTING VEGETATION AND GRADE/COMPACT ROAD SHOULDER.
2. INSTALL 543.75 LF OF MIDWEST GUARDRAIL PER DETAIL 2 ON SHEET C19, MIDWEST GUARDRAIL INSTALLATION DETAIL HEREON, AND CALTRANS STANDARD PLAN A77L2, A77M1, AND A77N2 (8" STEEL POST WITH NOTCHED RECYCLED PLASTIC BLOCK.)



**EXISTING GUARDRAIL REMOVAL DETAIL**  
BENTON CROSSING ROAD, GUARDRAIL SECTION 4  
NOT TO SCALE



**MIDWEST GUARDRAIL INSTALLATION DETAIL**  
PER CT STD PLAN A77N3, DETAIL B  
BENTON CROSSING ROAD, GUARDRAIL SECTION 4  
NOT TO SCALE

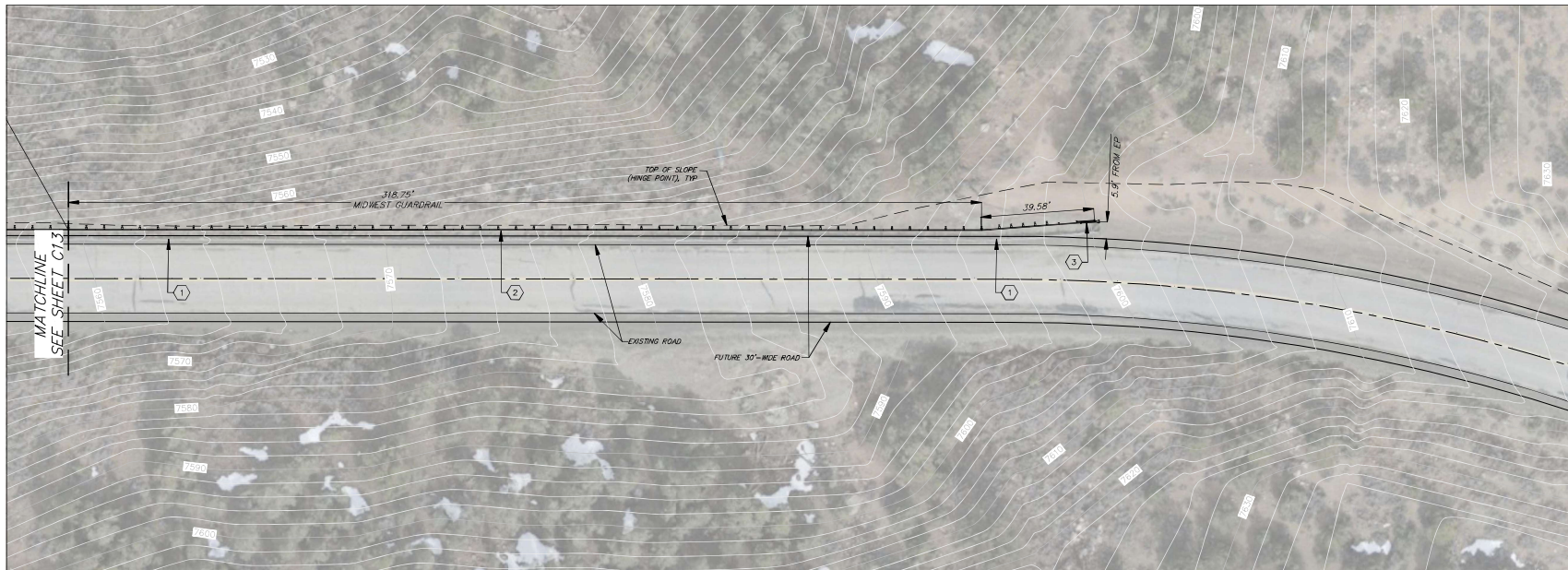


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GUARDRAIL REPLACEMENT PROJECT - PHASE 1  
BENTON CROSSING ROAD  
GUARDRAIL SECTION 4 - 2

SHEET  
**C13**



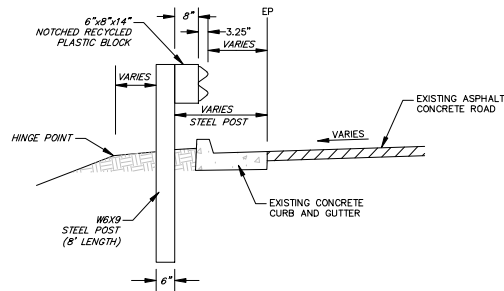




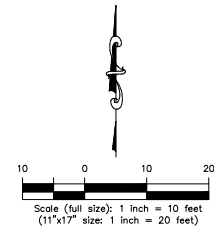
**GULL LAKE ROAD - GUARDRAIL SECTION 1**

**CONSTRUCTION LEGEND**

1. REMOVE 100 LF OF EXISTING STEEL POST GUARDRAIL. GRUB/REMOVE EXISTING VEGETATION AND GRADE/COMPACT ROAD SHOULDER.
2. INSTALL 65.6 LF OF MIDWEST GUARDRAIL PER DETAIL 2 ON SHEET C19, MIDWEST GUARDRAIL INSTALLATION DETAIL HEREON, AND CALTRANS STANDARD PLAN A77L2, A77M1, AND A77N2 (8" STEEL POST WITH NOTCHED RECYCLED PLASTIC BLOCK); MATCH EXISTING GUARDRAIL LOCATION.
3. INSTALL END ANCHOR ASSEMBLY TYPE SFT-M PER CALTRANS STANDARD PLAN A77S1; PAY LIMIT 12.5'.
4. INSTALL MASH TANGENT TERMINAL TYPE MSKT (TL-2) OR EQUIVALENT PER MANUFACTURER'S SPECIFICATIONS; PAY LIMIT 25'.



**MIDWEST GUARDRAIL INSTALLATION DETAIL**  
NOT TO SCALE



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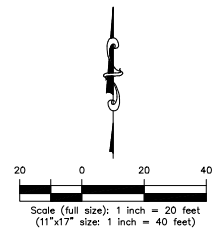
MONO COUNTY  
GUARDRAIL REPLACEMENT PROJECT - PHASE 1  
GULL LAKE ROAD  
GUARDRAIL SECTION 1 REPLACEMENT

SHEET  
**C16**





1. REMOVE 425 LF OF EXISTING WOOD POST GUARDRAIL. GRUB/REMOVE EXISTING VEGETATION AND GRADE/COMPACT ROAD SHOULDER.
2. INSTALL 306.25 LF OF MIDWEST GUARDRAIL PER DETAIL 1 ON SHEET C19, MIDWEST GUARDRAIL INSTALLATION DETAIL HEREON, AND CALTRANS STANDARD PLAN A77L2, A77M1, AND A77N2 (STEEL POST WITH NOTCHED RECYCLED PLASTIC BLOCK).
3. INSTALL BURIED END SECTION PER CALTRANS STANDARD PLAN A77Z2; PAY LIMIT 12.5'.
4. INSTALL MASH TANGENT TERMINAL TYPE MSKT (TL-3) OR EQUIVALENT PER MANUFACTURER'S SPECIFICATIONS; PAY LIMIT 46-10'.
5. INSTALL TRANSITION RAILING (TYPE WB-31) PER CALTRANS STANDARD PLAN A77U4. POST T1 AND T2 SHALL BE WB X 9 STEEL POST WITH 6" X 12" X 12" WOOD BLOCK.
6. REMOVE STEEL POSTS AND RAILING ATTACHED TO CONSPAN. INSTALL NEW STEEL POSTS WITH BOTTOM PLATE TO CONSPAN; MORTOR / GROUT AS NEEDED TO SET HEIGHT OF RAILING TO 32". INSTALL EXISTING TUBULAR METAL RAILING TO NEW POSTS. REFER TO DETAIL 3 ON SHEET C19.
6. INSTALL TWO NESTED THRE BEAM RAILINGS ATTACHED TO TRANSITION RAILING AND CONSPAN RAILING, HEIGHT = 32".



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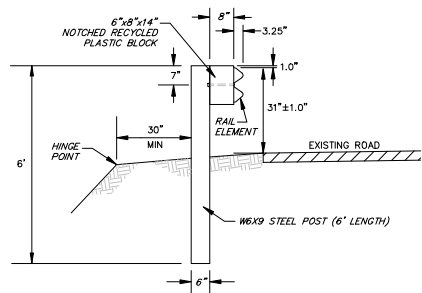
MONO COUNTY

GUARDRAIL REPAIR ACCEMENT PROJECT - PHASE 1

TWIN LAKES ROAD  
GUARDRAIL SECTIONS 1 AND 2 REPLACEMENT

SHEET

C18

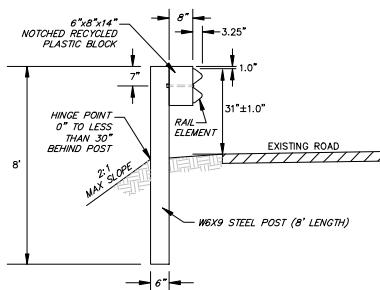


#### NOTES:

1. ATTACH RAIL ELEMENT AND BLOCK TO STEEL POST WITH  $\frac{5}{8}$ " DIA BUTTON HEAD BOLT WITH HEX NUT LOCATED ON TRAFFIC APPROACH SIDE OF STEEL POST WEB. NO WASHER SHALL BE PLACED ON RAIL FACE OF BOLTED CONNECTION.
2. NOTCHED FACE OF PLASTIC BLOCK FACES STEEL POST.
3. STEEL POST SPACING SHALL BE 6.25' CENTER TO CENTER UNLESS OTHERWISE NOTED.
4. RAIL ELEMENTS SHALL BE CONNECTED MIDSPAN BETWEEN POSTS (12'-6" INTERVALS) WITH 8 BOLTS AND NUTS ( $\frac{3}{4}$ " DIA X 1-1/4" BUTTON HEAD OVAL SHOULDER SPURCE BOLTS) USING OVERLAPPED SLOTTED HOLES AT RAIL SPURCE LOCATIONS. RECESS OF HEX NUT POINTS TOWARDS RAIL ELEMENT. RAIL ENDS SHALL BE OVERLAPPED IN THE DIRECTION OF TRAFFIC; REFER TO CT STD PLAN A77L2.
5. REFER TO CT STD PLAN A77M1 FOR MIDWEST GUARDRAIL STANDARD HARDWARE.
6. REFER TO CT STD PLAN A77N2 FOR STEEL POST AND NOTCHED PLASTIC BLOCK DETAILS.
7. REFER TO CT STD PLAN A77N4 AND DETAIL 4 HEREON FOR DETERMINING GUARDRAIL HEIGHT BASED ON ROAD CROSSFALL AND GRADE BREAK AT SHOULDER.
8. INSTALL BUTTERFLY GUARDRAIL DELINEATORS (AMBER COLOR) AT 25 FOOT INTERVALS. REFLECTORS SHALL BE DOUBLE SIDED AND INSTALLED AT BOLT LOCATIONS (BOLT MOUNT).

### 1 MIDWEST GUARDRAIL SYSTEM - STANDARD SECTION

CT STD PLAN A77L2  
NOT TO SCALE

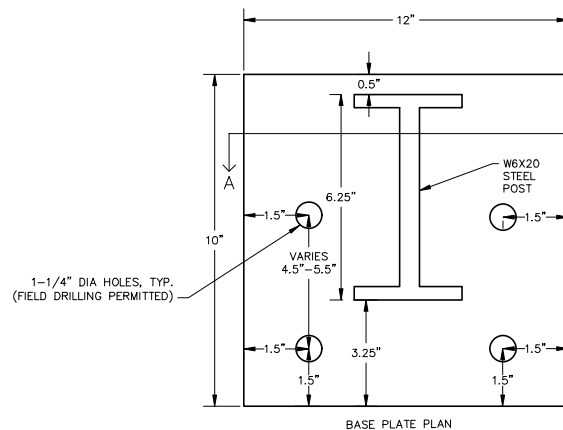


#### NOTES:

1. ATTACH RAIL ELEMENT AND BLOCK TO STEEL POST WITH  $\frac{5}{8}$ " DIA BUTTON HEAD BOLT WITH HEX NUT LOCATED ON TRAFFIC APPROACH SIDE OF STEEL POST WEB. NO WASHER SHALL BE PLACED ON RAIL FACE OF BOLTED CONNECTION.
2. NOTCHED FACE OF PLASTIC BLOCK FACES STEEL POST.
3. STEEL POST SPACING SHALL BE 6.25' CENTER TO CENTER UNLESS OTHERWISE NOTED.
4. RAIL ELEMENTS SHALL BE CONNECTED MIDSPAN BETWEEN POSTS (12'-6" INTERVALS) WITH 8 BOLTS AND NUTS ( $\frac{3}{4}$ " DIA X 1-1/4" BUTTON HEAD OVAL SHOULDER SPURCE BOLTS) USING OVERLAPPED SLOTTED HOLES AT RAIL SPURCE LOCATIONS. RECESS OF HEX NUT POINTS TOWARDS RAIL ELEMENT. RAIL ENDS SHALL BE OVERLAPPED IN THE DIRECTION OF TRAFFIC; REFER TO CT STD PLAN A77L2.
5. REFER TO CT STD PLAN A77M1 FOR MIDWEST GUARDRAIL STANDARD HARDWARE.
6. REFER TO CT STD PLAN A77N2 FOR STEEL POST AND NOTCHED PLASTIC BLOCK DETAILS.
7. REFER TO CT STD PLAN A77N4 AND DETAIL 4 HEREON FOR DETERMINING GUARDRAIL HEIGHT BASED ON ROAD CROSSFALL AND GRADE BREAK AT SHOULDER.
8. INSTALL BUTTERFLY GUARDRAIL DELINEATORS (AMBER COLOR) AT 25 FOOT INTERVALS. REFLECTORS SHALL BE DOUBLE SIDED AND INSTALLED AT BOLT LOCATIONS (BOLT MOUNT).

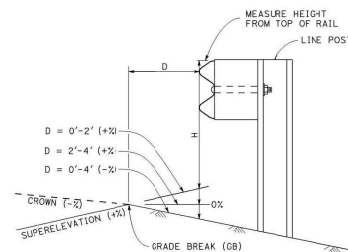
### 2 MIDWEST GUARDRAIL SYSTEM - NARROW ROADWAY SECTION

CT STD PLAN A77L2 AND CT STD PLAN A77N3, DETAIL B  
NOT TO SCALE



### 3 STEEL POST ATTACHMENT TO CONSPAN DETAIL

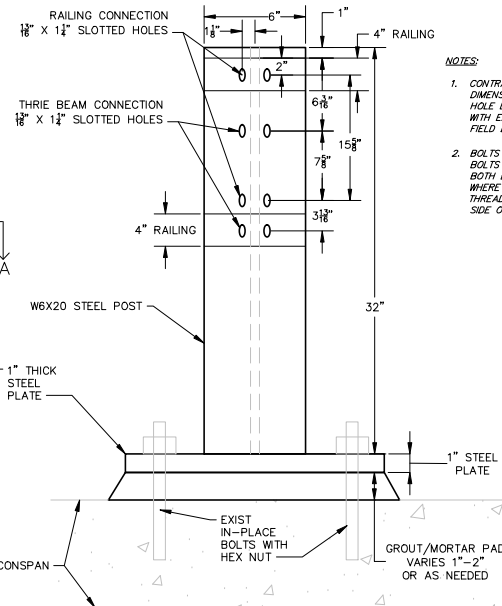
NOT TO SCALE



D = DISTANCE, GB TO FACE OF RAIL  
H = HEIGHT AT FACE OF RAIL FROM EXTENDED LINE, BASED ON D  
H = 31' ±1" FOR MGS  
H = 32' ±1" FOR THRIE BEAM (NOT SHOWN)

### 4 GUARDRAIL HEIGHT MEASURE DETAIL AT GRADE BREAK

NOT TO SCALE



#### NOTES:

1. CONTRACTOR TO VERIFY THE DIMENSIONS TO MAKE SURE DRILLED HOLE LOCATIONS MATCH AND FIT WITH EXISTING RAILING SPACING. FIELD DRILLING IS PERMITTED.
2. BOLTS SHALL BE  $\frac{5}{8}$ " BUTTON HEAD BOLTS WITH HEX NUT, THREADED BOTH ENDS, WITH HEX NUTS. WHERE BOLTS USED, INSTALL WITH THREADED END AWAY FROM TRAFFIC SIDE OF RAIL.



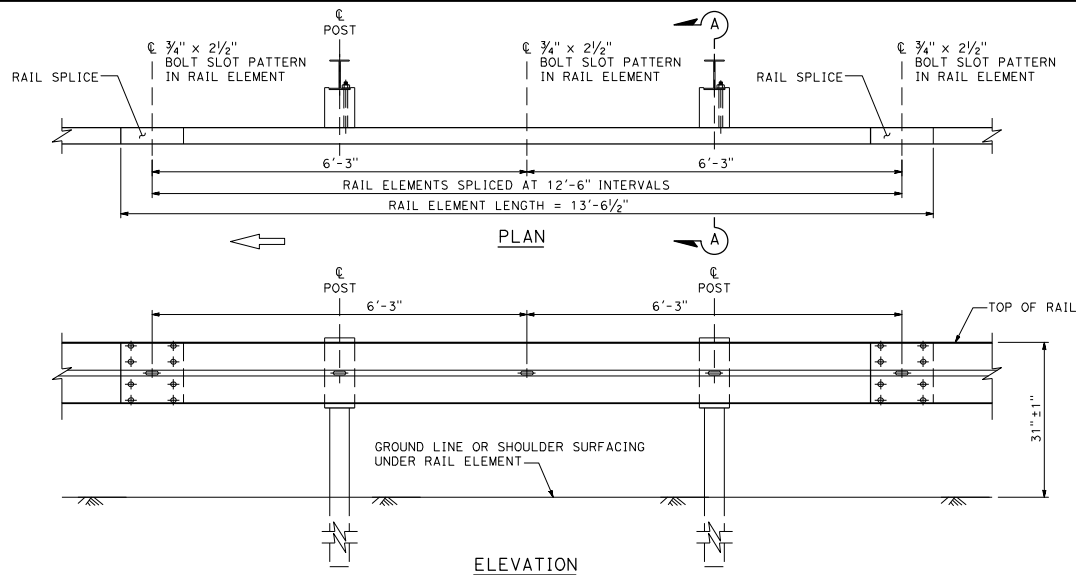
PAUL ROTEN  
DIRECTOR OF PUBLIC WORKS  
DATE:  
03/23/2024

MONO COUNTY PUBLIC WORKS DEPARTMENT	
Rev#	Revision
03/01/24	
Date	
03/01/24	
Project No.	
9321	

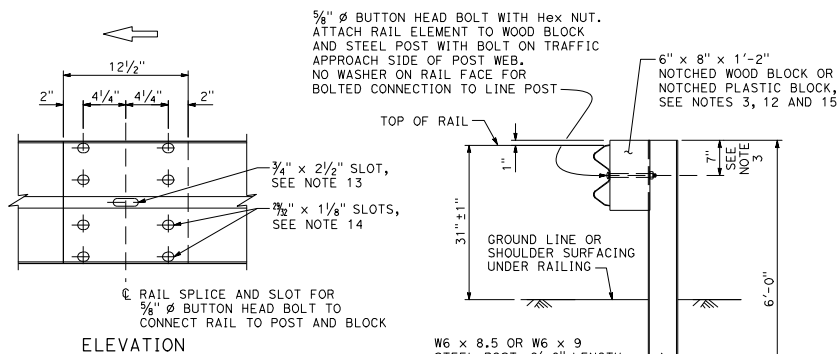
MONO COUNTY  
GUARDRAIL REPLACEMENT PROJECT - PHASE 1  
CONSTRUCTION DETAILS

SHEET

C19

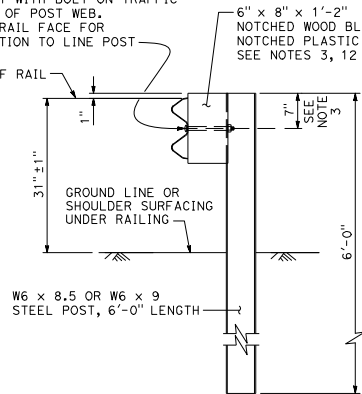


**MIDWEST GUARDRAIL SYSTEM WITH STEEL POSTS  
AND NOTCHED WOOD OR NOTCHED RECYCLED PLASTIC BLOCKS**



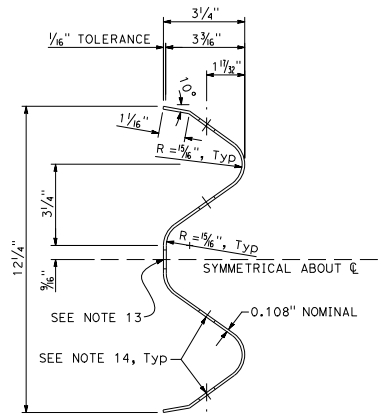
**RAIL ELEMENT SPLICE DETAIL**

- Connect the overlapped end of the rail elements with  $\frac{5}{8}$ "  $\phi$  x  $\frac{1}{4}$ " button head oval shoulder splice bolts inserted into the  $\frac{3}{8}$ " x  $\frac{1}{8}$ " slots and bolted together with  $\frac{5}{8}$ "  $\phi$  recessed hex nuts. Recess of hex nut points toward rail element. A total of 8 bolts and nuts are to be used at each rail splice connection.
- The ends of the rail elements are to be overlapped in the direction of traffic (see details).
- Where end cap is to be attached to the end of a rail element, a total of 4 of the above described splice bolts and nuts are to be used.



**SECTION A-A  
TYPICAL STEEL LINE  
POST INSTALLATION**

See Note 4



**SECTION THRU  
RAIL ELEMENT**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**MIDWEST GUARDRAIL SYSTEM  
STANDARD RAILING SECTION  
(STEEL POST WITH NOTCHED WOOD  
OR NOTCHED RECYCLED PLASTIC BLOCK)**  
NO SCALE

**A77L2**

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Mark Ballentine  
REGISTERED CIVIL ENGINEER

May 1, 2023  
PLANS APPROVAL DATE

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Mark Ballentine  
No. C64101  
Exp. 09-30-24  
CIVIL  
STATE OF CALIFORNIA

**NOTES:**

- For details of wood post installations, see Standard Plan A77L1.
- For details of standard hardware used to construct MGS, see Standard Plan A77M1.
- For details of steel posts and notched wood blocks used to construct MGS, see Standard Plan A77N2.
- For additional installation details, see Standard Plan A77N3.
- MGS post spacing to be 6'-3" center to center, except as otherwise noted.
- For MGS typical layouts, see the A77P, A77Q and A77R series of Standard Plans.
- If railing is connected to terminal system end treatment, use 31" height terminal system end treatment.
- For MGS end anchor details, see Standard Plans A77S1 and A77T2.
- For details of MGS transition to bridge railing, see Standard Plan A77U4.
- For additional details of MGS connection to bridge railings, see Standard Plans A77U1, A77U2 and A77V1.
- For dike positioning and MGS delineation details, see Standard Plan A77N4.
- Notched face of block faces steel post.
- Slotted hole for bolted connection of rail element to block and post.
- Slotted holes for splice bolts to overlap ends of rail element.
- 6" x 12" x 1'-2" block must be used with 6" Type A dike.
- Install posts in soil.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

*Mark Ballentine*  
REGISTERED CIVIL ENGINEER

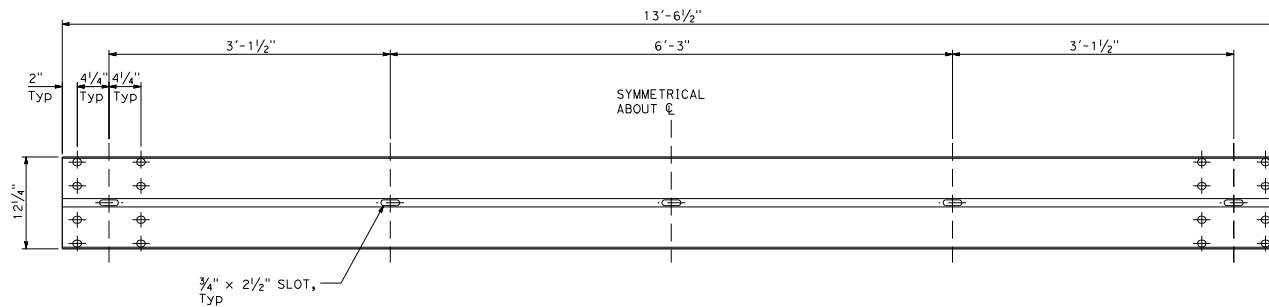
May 1, 2023  
PLANS APPROVAL DATE

No. C64101  
Exp. 09-30-24  
CIVIL  
STATE OF CALIFORNIA

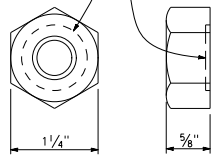
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**NOTE:**

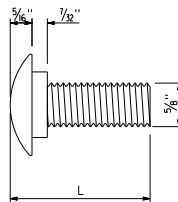
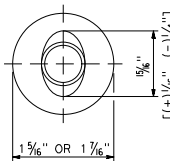
1. Slotted holes for splice bolts to overlap ends of rail element.

**TYPICAL RAIL ELEMENT**

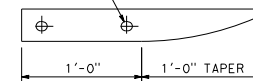
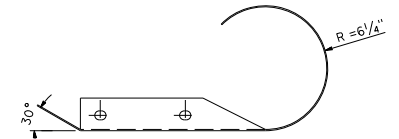
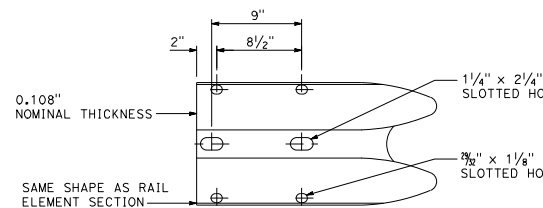
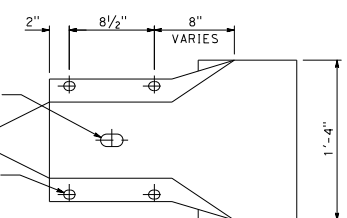
15/16"  $\phi$  x 1/16" DEEP RECESS  
ONE OR BOTH SIDES

**5/8"  $\phi$  RECESS NUT**

5/16" 7/32"

**5/8"  $\phi$  BUTTON HEAD BOLT**

SEE NOTE 1

**PLAN****PLAN****ELEVATION****END CAP (TYPE A)****ELEVATION****END CAP (TYPE B)**

BUTTON HEAD BOLT	
L	THREAD LENGTH
1 1/4"	FULL THREAD LENGTH
2"	FULL THREAD LENGTH
10"	4" Min THREAD LENGTH
18"	4" Min THREAD LENGTH
20"	4" Min THREAD LENGTH
22"	4" Min THREAD LENGTH
26"	4" Min THREAD LENGTH
36"	4" Min THREAD LENGTH
** 2 3/4"	2" Min THREAD LENGTH
** 19"	4" Min THREAD LENGTH

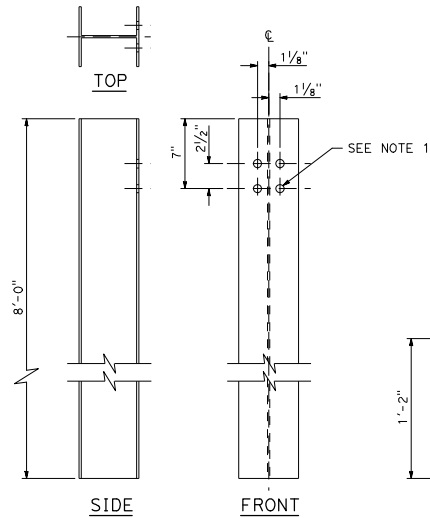
\*\* For nested rail applications

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**MIDWEST GUARDRAIL SYSTEM  
STANDARD HARDWARE**

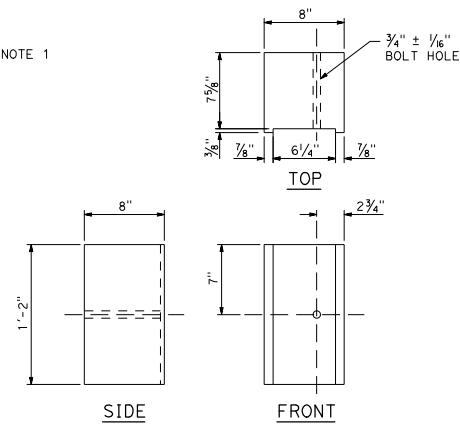
NO SCALE

**A77M1**



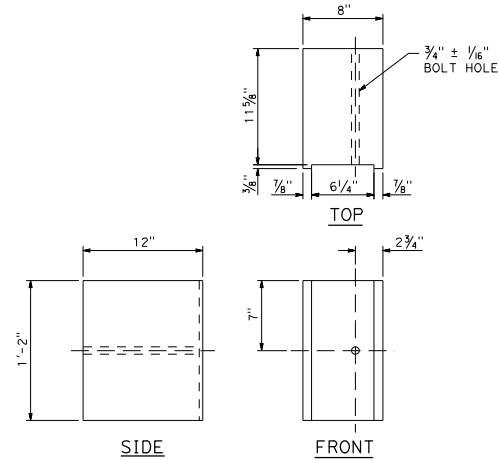


**W6 x 15  
STEEL POST**



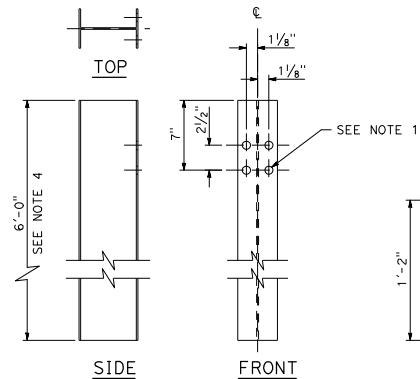
**8" x 8"  
NOTCHED WOOD OR PLASTIC BLOCK**

See Note 8



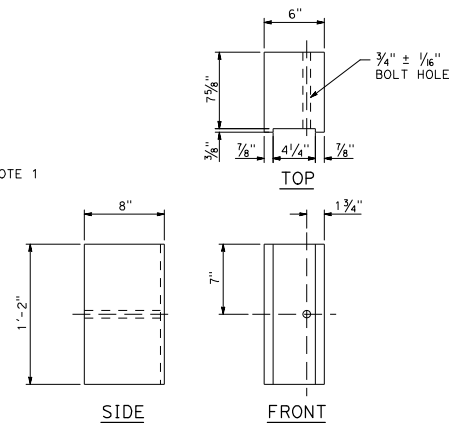
**8" x 12"  
NOTCHED WOOD OR PLASTIC BLOCK**

See Notes 2, 3, 7, and 8

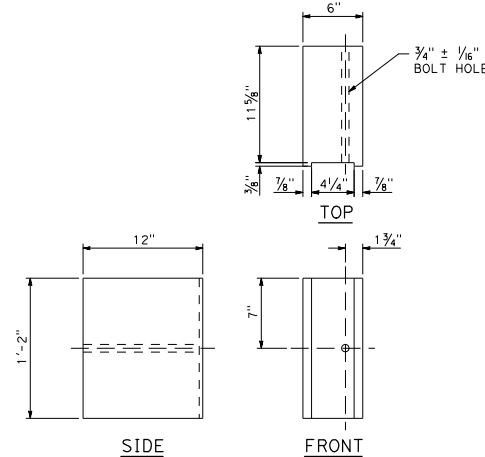


**W6 x 8.5 OR W6 x 9  
STEEL POST**

See Note 4

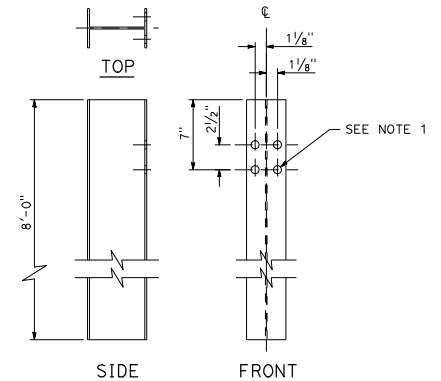


**6" x 8"  
NOTCHED WOOD OR PLASTIC BLOCK**



**6" x 12"  
NOTCHED WOOD OR PLASTIC BLOCK**

See Notes 2, 3 and 7



**W6 x 9 OR W6 x 8.5  
STEEL POST**

See Note 6

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**MIDWEST GUARDRAIL SYSTEM  
STEEL POST AND  
NOTCHED WOOD BLOCK DETAILS**  
NO SCALE

**A77N2**

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

*Mark Ballentine*  
REGISTERED CIVIL ENGINEER

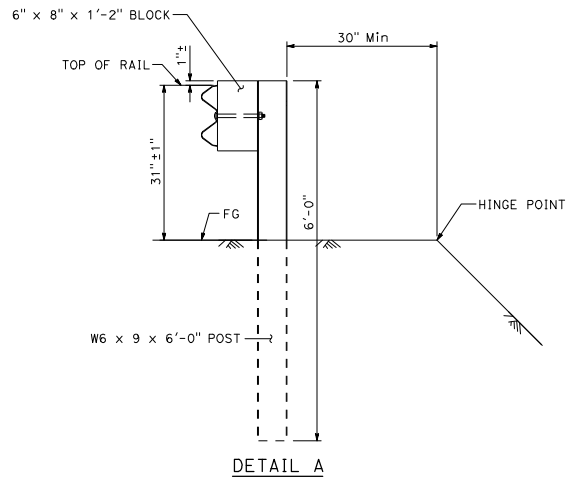
May 1, 2023  
PLANS APPROVAL DATE

No. C64101  
Exp. 09-30-24  
CIVIL  
STATE OF CALIFORNIA

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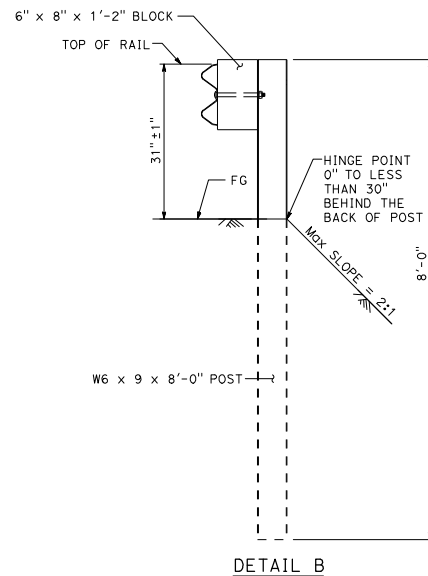
#### NOTES:

1. All holes in steel post shall be  $\frac{9}{16}$ "  $\phi$  maximum.
2. Dimensions shown for wood block are nominal.
3. Notched face of block faces steel post.
4. 6'-0" length posts to be used for typical roadway installation. See Standard Plan A77N3.
5. The standard block on W8 x 6.5 or W6 x 9 steel post separates the metal beam guardrail element 8" from the post. The 12" block is an option to the 8" block.
6. This post to be used for line post sections of MGS on narrow roadways. Post longer than 6' must be labeled on post web with 2" letters using black acrylic paint.
7. 6" x 12" notched wood block and 8" x 12" notched wood block must be used with 6" Type A dike.
8. 8" x 8" or 8" x 12" notched wood or plastic blocks are used with W6 x 15 steel post.



### TYPICAL ROADWAY INSTALLATION

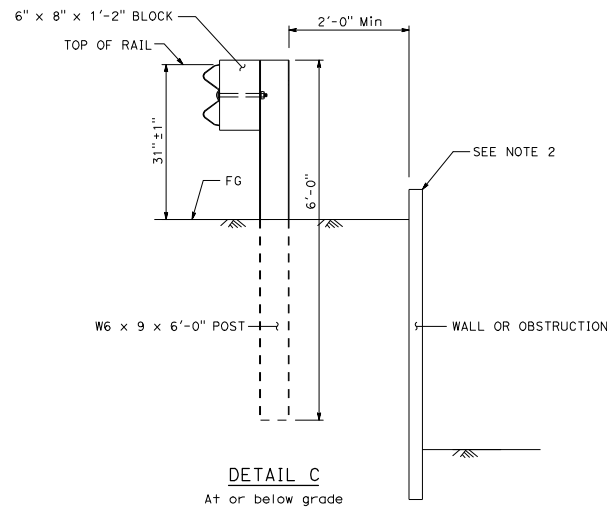
See Note 1



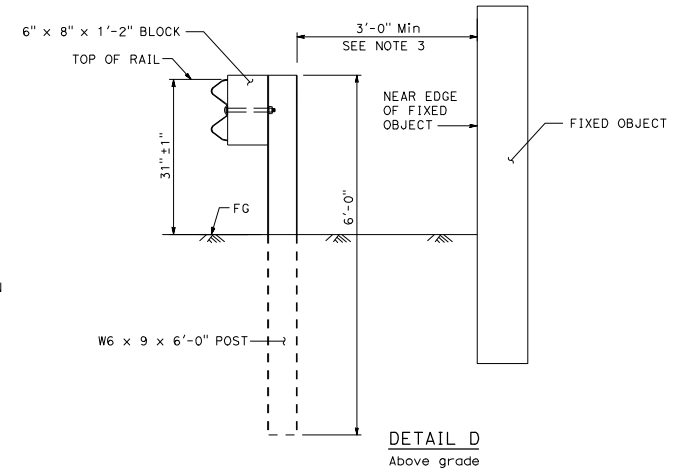
### NARROW ROADWAY INSTALLATION

See Note 1

### POST EMBEDMENT



### INSTALLATION AT WALLS OR OBSTRUCTIONS



### NOTES:

1. These installation details are also applicable to wood line post installations. For Detail A, C, and D, where wood line post installations are constructed, 6" x 8", 6'-0" in length, with 6" x 8" x 1'-2" blocks are to be used in place of steel post and block. For Detail B, where wood line post installations are constructed, 6" x 8" post, 8'-0" in length, with blocks are to be used in place of the steel post and block shown. For additional installation details, see Standard Plans A77L1 and A77L2.
2. When maximum height of obstruction behind guardrail post is 6" above grade, see Detail D.
3. If distance from back of post to the near edge of fixed object is less than 3'-0", see Strengthened Rail Section as shown in layout pages.
4. For dike positioning with MGS installations, see Standard Plan A77N4.
5. Typical 6" x 8" notched wood or plastic block shown. 6" x 12" notched wood or plastic block is interchangeable in these details if 6" dike is placed.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

*Mark Ballentine*  
REGISTERED CIVIL ENGINEER

May 1, 2023  
PLANS APPROVAL DATE

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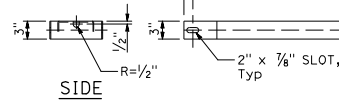
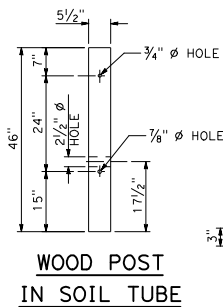
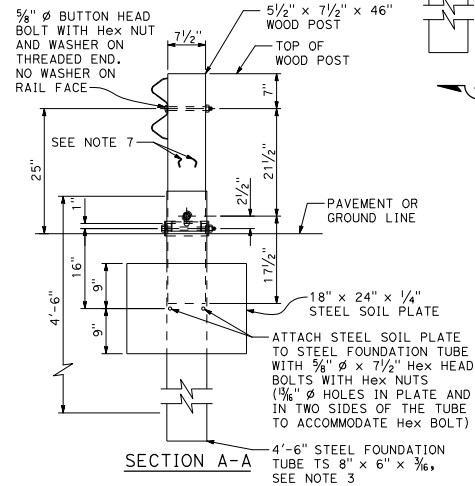
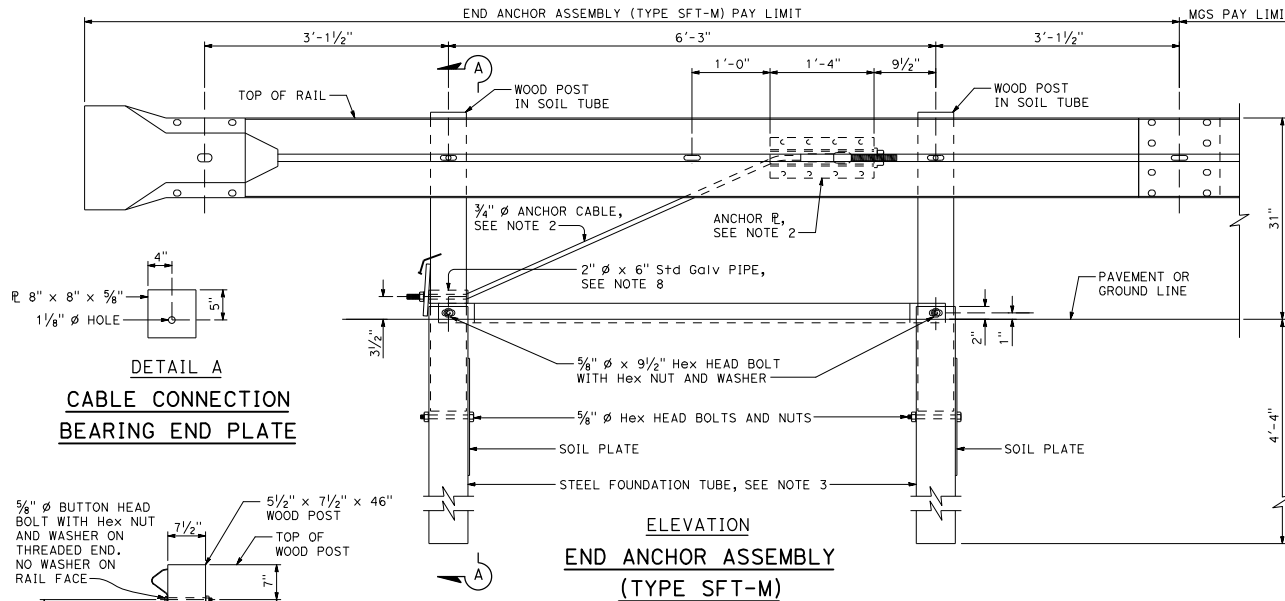
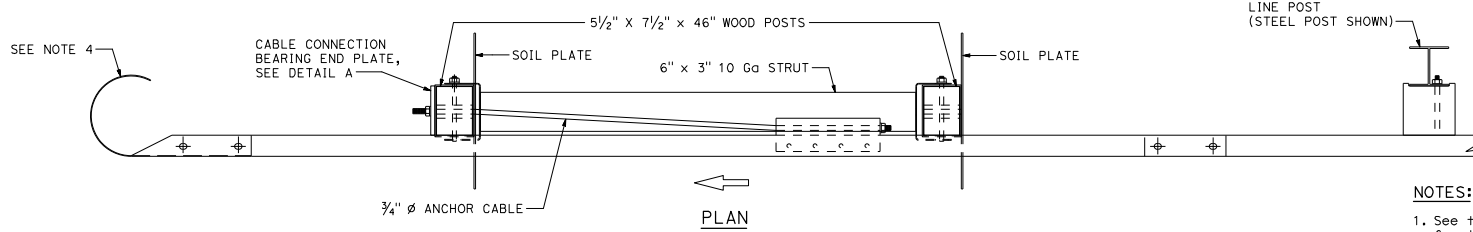
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

### MIDWEST GUARDRAIL SYSTEM TYPICAL LINE POST EMBEDMENT AND HINGE POINT OFFSET DETAILS

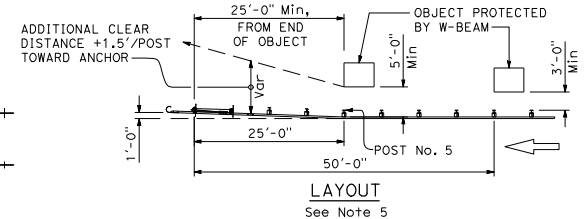
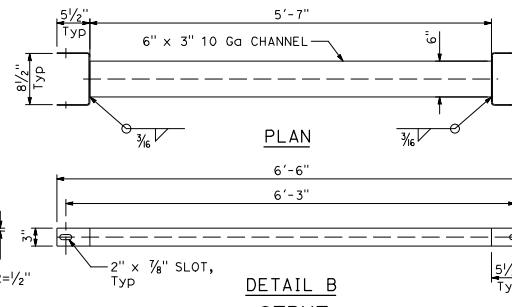
NO SCALE

A77N3





DETAIL B  
STRUT



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**MIDWEST GUARDRAIL SYSTEM  
END ANCHOR ASSEMBLY  
(TYPE SFT-M)**  
NO SCALE

**A77S1**

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

*Mark Ballentine*  
REGISTERED CIVIL ENGINEER

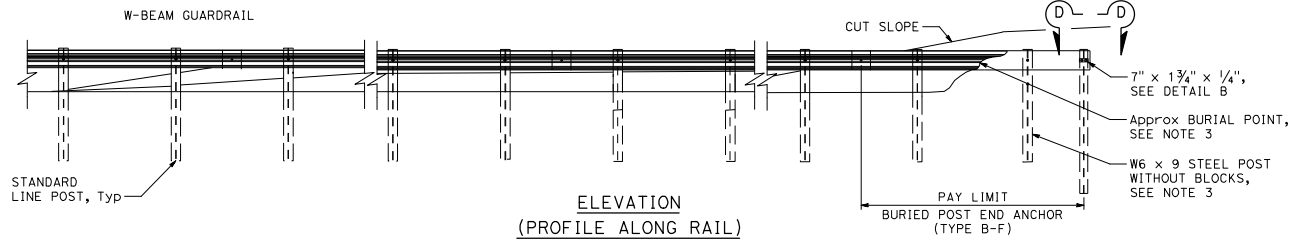
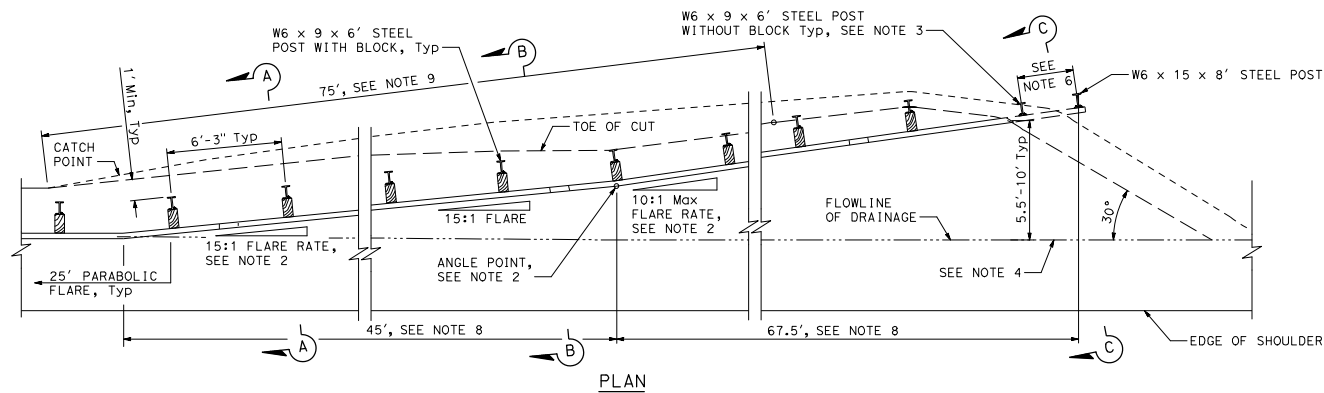
May 1, 2023  
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CIVIL  
STATE OF CALIFORNIA

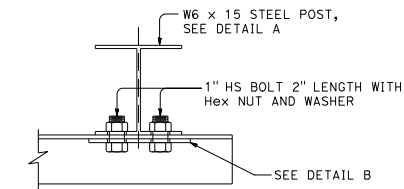
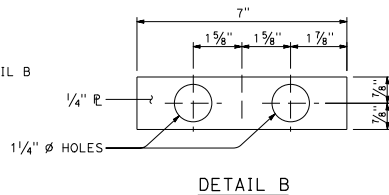
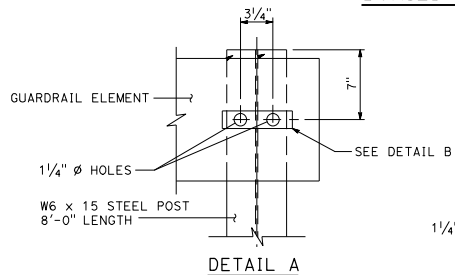
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**NOTES:**

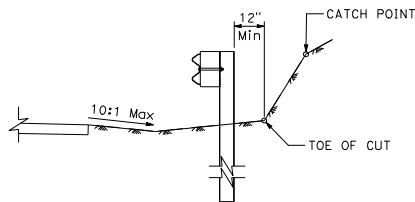
- See the Standard Plans A77P, A77Q and A77R series for typical use of End Anchor Assembly (Type SFT-M).
- For details of the anchor plate and  $\frac{3}{4}$ " cable, see Standard Plan A77S3.
- A 6'-0" length steel foundation tube, TS 8" x 6" x  $\frac{3}{16}$ ", without a soil plate, may be furnished and installed in place of the 4'-6" length steel foundation tube and soil plate shown. Minimum embedment of the 6'-0" length tube shall be 5'-9". A  $\frac{5}{8}$ "  $\phi$  Hex head bolt and nut shall be installed in the hole in the 6'-0" length tube to keep the wood post from dropping into the tube.
- Place End Cap Type B when pedestrians, bicycles or traffic is within contact of the trailing end of the exposed element. Rail element may be cut 1" past the end of the post. Clean, treat and remove sharp edges.
- Increased clear distance behind the rail is required from 50' prior to the last post of the End Anchor Assembly (Type SFT-M). Beginning at 50' upstream of the last post of the End Anchor Assembly, the required clear distance increases to 5' at post No. 5. From post No. 5 to the last post of the End Anchor Assembly, the required clear distance increases at a rate of 1.5' for each post.
- Dike with a maximum height of 4" may be placed under or in front of the End Anchor Assembly (Type SFT-M). If the anchor posts are in conflict with the 4" high dike, the last 25' of rail may be tapered back a maximum of 1'-0" to allow the dike to maintain alignment.
- Secure End Plate with two 16D nails to maintain alignment.
- 2"  $\phi$  Standard Galvanized Pipe or 2 $\frac{3}{8}$ "  $\phi$  Galvanized Pipe.
- See Standard Plan A77R1 for placing SFT-M when there is a fixed object within 50'-0" of the end anchor and the distance behind the post is less than 3'-0".



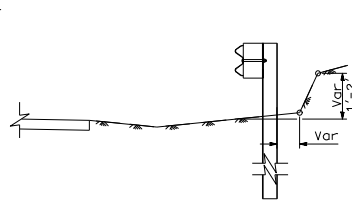
**BURIED POST END ANCHOR ASSEMBLY (TYPE B-F)**



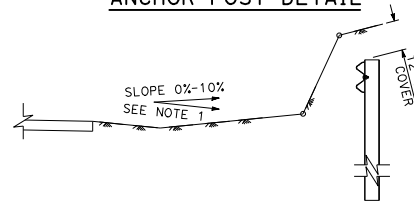
**SECTION D-D  
ANCHOR POST DETAIL**



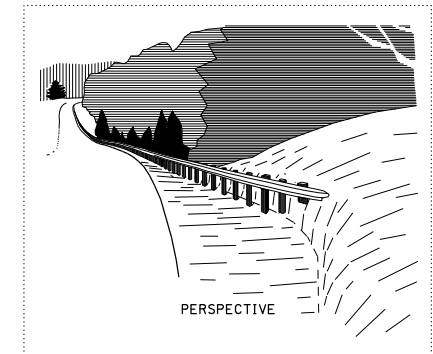
**SECTION A-A**



**SECTION B-B**



**SECTION C-C**



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**MIDWEST GUARDRAIL SYSTEM  
BURIED POST END ANCHOR (TYPE B-F)**  
NO SCALE

**A77T2**

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

*Mark Ballentine*  
REGISTERED CIVIL ENGINEER

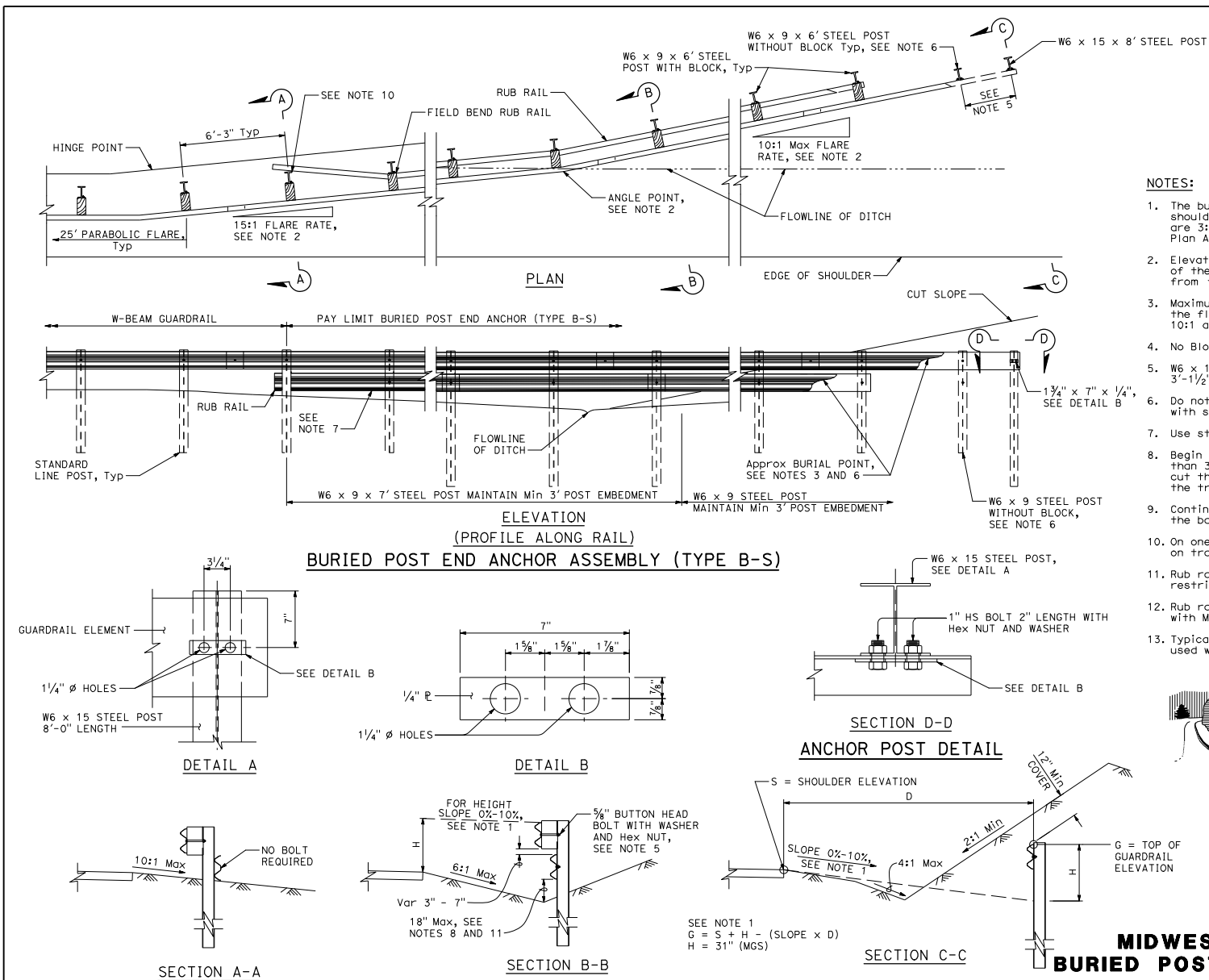
May 1, 2023  
PLANS APPROVAL DATE

No. C64101  
EXP. 09-30-24  
CIVIL  
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS  
OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
THE ACCURACY OR COMPLETENESS OF SCANNED  
COPIES OF THIS PLAN SHEET.

**NOTES:**

1. The buried end anchor assembly for flat slopes (Type B-F) should be installed on slopes between 3:1 and 2:1. Where slopes are steeper than 2:1, use Standard Plan A77T3 buried end anchor for steep slopes (Type B-S).
2. Maximum flare rate of guardrail should be 15:1 based on the edge of paved shoulder or offset line of the ETW. The flare rate can be increased up to 10:1 once the toe of cut slope behind the guardrail intersects the back of the guardrail post.
3. Do not place blocks on posts where blocks are in contact with soil.
4. For dike details, see Standard Plan A77N4.
5. Elevation of the guardrail should follow the grade of the shoulder within 1'-0" from face of the rail, see Section B-B. Slope for elevation will be determined by the Engineer.
6. W6 x 15 x 8' anchor post with hardware may be shifted up to 3'-1 1/2" from end if authorized.
7. Details not shown for dike and slope treatment.
8. Lengths shown of Buried End Anchor Shallow Slope are based on x-slope of 3:1 and may need to be adjusted to match slope in field.
9. Typical guardrail shown with steel post. Wood post may be used when specified or allowed by the Engineer.



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

**Mark Ballentine**  
 REGISTERED CIVIL ENGINEER  
 No. C64101  
 Exp. 09-30-24  
 CIVIL  
 STATE OF CALIFORNIA

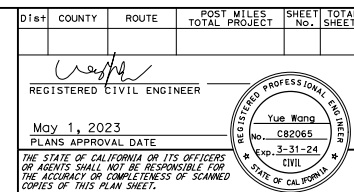
May 1, 2023  
 PLANS APPROVAL DATE  
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## NOTES:

1. The buried end anchor assembly for steep slopes (Type B-S) should be installed on a 2:1 or steeper slope. Where slopes are 3:1 to 2:1, use Buried End Anchor Assembly Standard Plan A77T2.
2. Elevation of the guardrail should follow the profile grade of the shoulder and be no lower than 10% of the offset from the shoulder to the rail, see section B-B.
3. Maximum flare rate of guardrail from the shoulder to the flowline is 15:1. Flare rate can be increased up to 10:1 after crossing the ditch flowline.
4. No blocks on post where blocks are in contact with soil.
5. W6 x 15 x 8' anchor post and hardware may be shifted 3'-1/2" from end if authorized.
6. Do not place blocks on post where blocks are in contact with soil.
7. Use standard guardrail elements with no blocks for rub rail.
8. Begin rub rail when the height of the guardrail is more than 34" above the ground directly below the rail. Holes cut through flange of steel post shall be 7/4"  $\phi$  and on the trailing side of post.
9. Continue rub rail until the top of rub rail is buried in the backslope.
10. On one way roadways at departure end, rub rail may remain on traffic side of post.
11. Rub rail shall be 6" Min - 18" Max above flowline to not restrict flow. Height will be determined by the Engineer.
12. Rub rail splices shall be bolted same as and keep parallel with MGS. Position will be determined by the Engineer.
13. Typical guardrail shown with steel post. Wood post may be used when specified or allowed by the Engineer.

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**MIDWEST GUARDRAIL SYSTEM**  
**BURIED POST END ANCHOR (TYPE B-S)**  
 NO SCALE

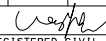

A77T3

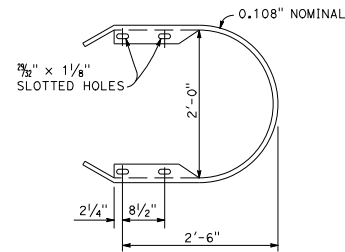


1. Use  $\frac{3}{8}$ "  $\emptyset$  Button head bolts and hex nuts for connections to posts. No washer on rail face for bolted connections to post.
2. The nested rail elements, and cap, and 'W' beam to thrie beam element may be spliced together prior to bolting the elements to the wood post and concrete barrier or railing.
3. Exterior splice bolt holes for rail element splices at Post No. T5 and the connection to the concrete barrier or railing shall be the standard  $\frac{3}{8}$ " x  $1\frac{1}{2}$ " slot size. Interior splice bolt holes for rail element splices may be increased up to  $1\frac{1}{4}$ "  $\emptyset$ . Only the top 4 and the bottom 4 splice bolts with washers and nuts are required for rail splices at Post No. T5 and the connection to the concrete barrier or railing.
4. The top elevation of Posts No. T2 through No. T7 shall not project more than 1" above the top elevation of the rail element.
5. Typically, the railing connected to Transition Railing (Type WB-31) will be either standard railing section of MGS with height transition ratio of 150:1 and a Corane approved "31" end treatment attached to Post No. T1.
6. The depth of the metal box spacer varies from the  $\frac{9}{16}$ " to  $1\frac{1}{2}$ " and is dependent on the width of the concrete railing or wall. The combined dimension for the depth of the metal box spacer plus the width of the railing or wall is typically  $2\frac{1}{8}$ ". Where the space between the backside of the concrete railing or wall and the rear thrie beam element is less than  $1\frac{1}{2}$ ", metal plates similar to Plate 'A' are to be used as spacers.
7. Where the width of the concrete railing or wall is greater than  $17\frac{1}{2}$ " wood blocks are to be used to fill the space created between the backside of Posts No. T5 through No. T8 and the rear thrie beam element. These wood blocks shall be 8" in width and  $1'-2"$  in length. The dimension between the front thrie beam element and the rear thrie beam element is to match the width of the concrete railing or wall.
8. End cap may be installed over 12 gauge and 10 gauge thrie beam elements where transition railing is installed on the departure end of bridge railing.
9. Conform standard railing section height to 31" at Post No. T1 using height transition ratio of 150:1. MGS tolerance at post No. T1 is  $\pm 1"$ .

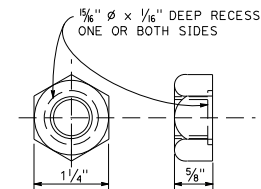
NO SCALE

A77U4

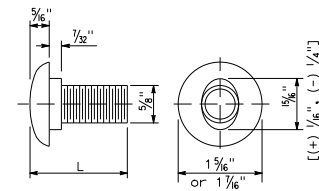
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
 REGISTERED CIVIL ENGINEER					
May 1, 2023 PLANS APPROVAL DATE					
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**RETURN CAP  
(TYPE TA)**

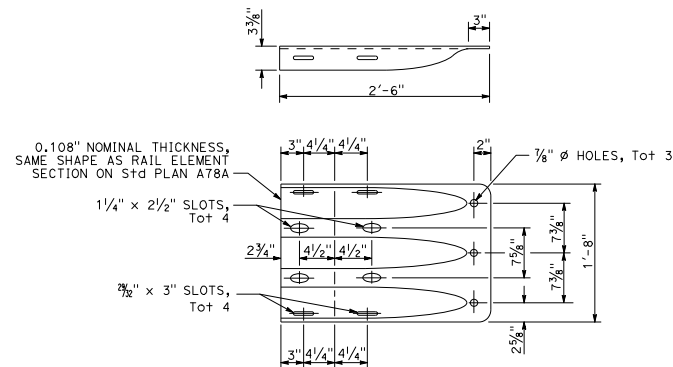


**5/8" Ø RECESS NUT**



**5/8" Ø BUTTON HEAD BOLT**

L	THREAD LENGTH
1 1/4"	FULL THREAD LENGTH
2"	FULL THREAD LENGTH
9/2"	4" Min THREAD LENGTH
18"	4" Min THREAD LENGTH
27"	4" Min THREAD LENGTH



**END CAP  
(TYPE TC)**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**THREE BEAM BARRIER  
STANDARD HARDWARE DETAILS**  
NO SCALE

**A78C1**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2025

**Departments: Information Technology**

**TIME REQUIRED**

**SUBJECT** Contract with Cadence Team, Inc. for  
the Purchase of Replacement  
Network equipment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Proposed contract with Cadence Team, Inc. pertaining to purchase of replacement network equipment.

### RECOMMENDED ACTION:

Approve, and authorize Chair to sign, contract with Cadence Team, Inc. for the purchase of replacement network equipment for the period April 8, 2025 through April 8, 2026 and a not-to-exceed amount of \$103,582.

### FISCAL IMPACT:

This purchase of \$103,582 is included in the Tech Refresh Internal Service Fund budget for fiscal year 2024-25. Unspent appropriations, if any, will be included in the department's budget proposal for fiscal year 2025-26.

**CONTACT NAME:** Mike Martinez

**PHONE/EMAIL:** 1819 / mmartinez@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Contract</a>
<input type="checkbox"/> <a href="#">Exhibit 9 Equipment Quote</a>

#### History

Time

4/2/2025 8:47 PM

Who

County Counsel

Approval

Yes

4/3/2025 2:18 PM

Finance

Yes

4/3/2025 4:01 PM

County Administrative Office

Yes



**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

PO Box 7657 | 1290 TAVERN ROAD | MAMMOTH LAKES, CA 93546  
(760) 924-1819 • mmartinez@mono.ca.gov

Mike Martinez  
*Information Technology Director*

*April 8, 2025*

**To** Honorable Board of Supervisors

**From** Mike Martinez, Information Technology Director

**Subject** Approve Contract with Cadence Team, Inc. for the purchase of replacement network equipment

**Recommendation**

Approve contract with Cadence Team, Inc. for the purchase of network equipment in the total amount of \$103,582.05

**Project History**

The existing network equipment has been in operation for 10 years and is approaching the end of manufacturer support, increasing the risk of security vulnerabilities, system failures, and reduced efficiency. The replacement of these components will improve network reliability and performance, enhance security to protect against emerging cyber threats, reduce downtime and maintenance costs associated with outdated hardware, and ensure compatibility with current and future IT infrastructure needs

**Fiscal Impact**

No new funds are being requested. The funds for this project are included in the Information Technology Tech Refresh Internal Service Fund



**AGREEMENT BETWEEN COUNTY OF MONO  
AND CADENCE TEAM  
FOR THE PROVISION OF HPE ARUBA CX NETWORK EQUIPMENT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the services of HPE ARUBA CX NETWORK EQUIPMENT of CADENCE TEAM, INC (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of INFORMATION TECHNOLOGY, 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:** Federal Contracting Provisions
- ☐ **Exhibit 7:** CDBG Requirements
- ☐ **Exhibit 8:** HIPAA Business Associate Agreement
- ☒ **Exhibit 9:** Other \_\_\_\_\_

**2. TERM**

The term of this Agreement shall be from APRIL 8, 2025, to APRIL 8, 2026, 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 \$103,582.05, not to exceed \$103,583 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

#### **4. WORK SCHEDULE**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

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

#### **7. COUNTY PROPERTY**

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

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

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

## 8. INSURANCE

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

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

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

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

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

☐ Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

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

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

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

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

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

will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

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

## 9. STATUS OF CONTRACTOR

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

## **10. 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 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 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.

## **11. RECORDS AND AUDIT**

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

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

## **12. 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.

## **13. 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 shall not apply.

#### **14. 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.

#### **15. 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.

#### **16. 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 22.

#### **17. 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.

#### **18. 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.



## **19. 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.

## **20. 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.

## **21. 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 22.

## **22. 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.

## **23. NOTICE**

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

County of Mono:  
Mono County Information Technology  
Attn: Mike Martinez  
PO Box 114, 25 Bryant Street  
Bridgeport, CA 93517  
mmartinez@mono.ca.gov

Contractor:  
Cadence Team Inc  
Attn Jeremy Caudill  
4010 Foothills Blvd, Ste 101 PMB205

Roseville, CA 95747  
jeremy@cadence.team

#### **24. 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. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

#### **25. ENTIRE AGREEMENT**

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

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

#### **COUNTY OF MONO:**

By: \_\_\_\_\_  
Name: Lynda Salcido  
Title: Chairman of the Board  
  
Date: \_\_\_\_\_

#### **CONTRACTOR:**

By: \_\_\_\_\_  
Name: Jeremy Caudill  
Title: Chief Executive Officer  
  
Date: \_\_\_\_\_

#### **APPROVED AS TO FORM:**

\_\_\_\_\_  
County Counsel

#### **APPROVED BY RISK MANAGEMENT:**

\_\_\_\_\_  
Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND CADENCE TEAM  
FOR THE PROVISION OF HPE ARUBA CX NETWORK EQUIPMENT SERVICES**

**TERM:**

**FROM: APRIL 8, 2025 TO: APRIL 8, 2026**

**SCOPE OF WORK:**

Supply network equipment as specified in quote for project “HPE Aruba CS Series Network Equipment” dated 3/7/2025 and incorporated herein as Exhibit 9. Delivery expected within 60 days of receipt of signed agreement.

**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND CADENCE TEAM FOR  
THE PROVISION OF HPE ARUBA CX NETWORK EQUIPMENT SERVICES**

**TERM:**

**FROM: APRIL 8, 2025      TO: APRIL 8, 2026**

**SCHEDULE OF FEES:**

Supply network equipment as specified in quote for project “HPE Aruba CS Series Network Equipment” dated 3/7/2025 and incorporated herein as Exhibit 9.

Subtotal is \$96,580.00, Sales Tax 7.25% 7,002.05, Shipping \$0, Total: \$103,582.05

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

# EXHIBIT 9

Remittance Address:  
4010 Foothills Blvd, Ste 103 PMB205  
Roseville, CA 95747

**cadence**.TEAM

Phone: 844.934.8326  
Fax: 844.923.5878  
[www.cadence.team](http://www.cadence.team)

Company: County of Mono  
Attn: Kirk Hartstrom  
Project: HPE Aruba CX Series Network Equipment  
Contract #:

Date:	3/7/2025	Expiration:	4/6/2025
Shipping Method:	GROUND	Sales Rep:	<a href="#">Jeremy_Caudill</a>
Est. Delivery:	TBD	Direct:	<a href="tel:916.710.8264">916.710.8264</a>
Terms:	NET30	Email:	<a href="mailto:jeremy@cadence.team">jeremy@cadence.team</a>

Part Number	Description	Qty.	List Price	Unit Price	Extended	Tx	Disc %
<a href="#">Hardware</a>							
R8Q70A	HPE Aruba Networking 6200M 48G Class4 PoE 4SFP+ Switch	6	\$11,009.00	\$5,504.50	\$33,027.00	T	50%
R8Q68A	HPE Aruba Networking 6200M 24G Class4 PoE 4SFP+ Switch	1	\$7,229.00	\$3,614.50	\$3,614.50	T	50%
JL086A	HPE Aruba Networking X372 54VDC 680W 100240VAC Power Supply	12	\$929.00	\$464.50	\$5,574.00	T	50%
R9W87A	HPE Aruba Networking 8100 24XF4C 3 Fans, 2 AC Power Supplies (Back to Front)]	4	\$22,200.00	\$11,100.00	\$44,400.00	T	50%
JH234A	HPE X242 40G QSFP+ to QSFP+ 1m DAC Cable	2	\$524.00	\$262.00	\$524.00	T	50%
J9281D	HPE Aruba Networking 10G SFP+ to SFP+ 1m DAC Cable	7	\$149.00	\$74.50	\$521.50	T	50%
J9283D	HPE Aruba Networking 10G SFP+ to SFP+ 3m DAC Cable	36	\$195.00	\$97.50	\$3,510.00	T	50%
J9152D	HPE Aruba Networking 10G SFP+ LC LRM 220m MMF XCVR	9	\$1,202.00	\$601.00	\$5,409.00	T	50%

Sub Total:	\$96,580.00
Non Taxable:	\$0.00
Tax:	\$7,002.05
Credit:	\$0.00
Freight:	\$0.00
Total:	\$103,582.05
Tax Rate:	7.250%



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2025

**TIME REQUIRED**

**SUBJECT**

Correspondence Sent Regarding the  
Letter of Support for YARTS Request  
for Community Project Funding

**PERSONS**

**APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Executed Mono County letter of support for YARTS' request for community project funding through Fiscal Year 2026 appropriations for additional over-the-road coaches for its fleet.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

**PHONE/EMAIL:** /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download
<a href="#">Executed - LOS</a>

### History

Time	Who	Approval
4/2/2025 8:49 PM	County Counsel	Yes
3/27/2025 6:03 AM	Finance	Yes
4/3/2025 8:34 AM	County Administrative Office	Yes



Jennifer Kreitz~District One   Rhonda Duggan~District Two   Paul McFarland~District Three  
John Peters~District Four   Lynda Salcido~District Five

## **BOARD OF SUPERVISORS COUNTY OF MONO**

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

[BOS@mono.ca.gov](mailto:BOS@mono.ca.gov)

*Queenie Barnard, Clerk of the Board*

March 24, 2025

The Honorable Alex Padilla  
U.S. Senate  
331 Hart Senate Office Building  
Washington, DC 20510

The Honorable Adam Schiff  
U.S. Senate  
112 Hart Senate office Building  
Washington, DC 20510

The Honorable Adam Gray  
U.S. House of Representatives  
1230 Longworth House Office Building  
Washington, DC 20515

Dear Senator Padilla, Senator Schiff, and Representative Gray,

Mono County is pleased to offer support for YARTS' request for community project funding through Fiscal Year 2026 appropriations for additional over-the-road coaches for its fleet.

The Yosemite Area Regional Transportation System – or YARTS – is a Joint Powers Authority comprised of the Counties of Merced, Mariposa, Mono, Madera, and Tuolumne and the City of Fresno. YARTS has worked in close partnership with the National Park Service for more than 25 years to provide public transit service to Yosemite National Park from the communities of Merced, Mariposa, Sonora, Mammoth Lakes, Oakhurst, and Fresno.

The current YARTS fleet includes the use of several over-the-road coaches that are near the end of their useful life and require replacement. These clean-diesel buses are critical for YARTS to continue to operate throughout its rural, mountainous, 480-square mile service area. Without a reliable bus fleet, there will be a lack of public transportation resources for visitors and community members who wish to travel to the Park.

The YARTS service is critical to our region. One key reason is that YARTS helps advance tourism stewardship and sustainability by creating less car traffic. Before the pandemic, YARTS carried more than 100,000 individuals to and from Yosemite every year. These passengers provide key sources of tourism revenue and generate jobs in gateway communities. They also include individuals who cannot access the wonder of Yosemite any other way.

YARTS plays a vital role in Mono County by providing residents and visitors with convenient, eco-friendly public transit access to Yosemite National Park. This service not only supports sustainable tourism but also strengthens the county's connection to other regional communities, fostering economic growth and enhancing accessibility to one of the nation's most treasured natural landmarks.

We respectfully request your strong support of YARTS.

Sincerely,



Lynda Salcido (Mar 24, 2025 22:41 PDT)

Lynda Salcido  
Board Chair  
Mono County Board of Supervisors





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2025

**Departments: Health and Human Services**

**TIME REQUIRED** 30 minutes

**SUBJECT** Public Health Officer Update on  
Hantavirus in Mono County

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Dr. Tom Boo, Mono County Public  
Health Officer

### AGENDA DESCRIPTION:

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

Dr. Tom Boo, Mono County Public Health Officer, will provide a status update on the status of hantavirus in Mono County.

### RECOMMENDED ACTION:

None, informational only.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Kathryn Peterson or Tom Boo

**PHONE/EMAIL:** 7609376518 / kpeterson@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

### History

Time	Who	Approval
4/2/2025 4:13 PM	County Counsel	Yes
3/27/2025 6:03 AM	Finance	Yes
4/3/2025 8:35 AM	County Administrative Office	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2025

**Departments:** County Administrative Office

**TIME REQUIRED** 30 minutes

**SUBJECT** Overview of Eastern Sierra Council of Governments (ESCOG) Activities

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Elaine Kabala, ESCOG Executive Director

### AGENDA DESCRIPTION:

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

Eastern Sierra Council of Governments (ESCOG) presentation regarding the recent ESCOG activities; an overview of the Strategic Board Retreat outcomes and anticipated 2025-2026 activities. Request for resolution known as, "ESCOG: Community Economic Resilience Fund Pilot Program".

### RECOMMENDED ACTION:

Adopt proposed resolution.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Sandra Moberly

**PHONE/EMAIL:** 760-932-5415 / smoberly@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Presentation</a>
<a href="#">Resolution</a>

### History

Time

4/2/2025 8:55 PM

Who

County Counsel

Approval

Yes

3/27/2025 6:10 AM

Finance

Yes

4/3/2025 8:35 AM

County Administrative Office

Yes



## Memorandum

**To:** Mono County Board of Supervisors

**From:** Elaine Kabala, ESCOG Staff

**Subject:** Request to Adopt a Resolution of the Mono County Board of Supervisors to Extend a Program of Work to be Known as the “ESCOG: Community Economic Resiliency Fund Pilot Program”

**Date:** April 8, 2025

**Attachments:** A) Resolution of the Mono County Board of Supervisors to Extend a Program of Work to be Known as the “ESCOG: Community Economic Resiliency Fund Pilot Program”

---

### **BACKGROUND/HISTORY:**

The ESCOG Joint Powers Agreement (JPA) requires the ESCOG to obtain specific authorities from its member agencies to receive funding or conduct certain project work via resolution of the ESCOG Board and secondly by resolution of the member agency boards. In August 2022, the ESCOG and its member agencies adopted a program work of work know as the ESCOG: Community Economic Resiliency Fund Pilot Program. The resolution granted authorities for the ESCOG to serve as the lead agency for the CEDS document, serve as the subregional convener for the Community Economic Resiliency Fund (CERF) program (now known as California Jobs First), and apply for and receive funding for this work. The resolution was conditioned to expire at the conclusion of the planning phase of California Jobs First which was August 31, 2024.

The ESCOG has served a critical role in convening local partners and stakeholders to provide input and data into the development of the California Jobs First Strategic Plan, which has recently included meeting with regional partners to develop project applications under the Catalyst Phase of California Jobs First initiative. The Sierra Business Council, serving in the role of regional convener, has included ESCOG in their funding plan for the Catalyst Phase to continue this important work and to continue strengthening regional collaboration for the ongoing success and implementation of economic development funding activities beyond California Jobs

First. Consistent with the terms of the resolution establishing this program of work, staff is requesting the program be expanded to allow ESCOG's continuing support for Inyo, Mono and Alpine Counties for the Catalyst Phase of California Jobs First. The resolution also allows flexibility for ESCOG to serve as the lead applicant for projects relevant to ESCOG's authorities, which could provide significant regional value for providing regional administrative support for projects with multiple partners across multiple jurisdictions.

The Catalyst Fund includes \$200,000 for the ESCOG to build capacity and support the Catalyst Phase of the project. ESCOG also submitted three projects under Catalyst to support regional economic development capacity: 1) Programming support for the Eastern Sierra Business Resource Center, 2) Trails planning for Chipmunk Canyon, and 3) Capacity building for collectives in recreation, wildfire mitigation and agriculture.



# *ESCOG Overview*

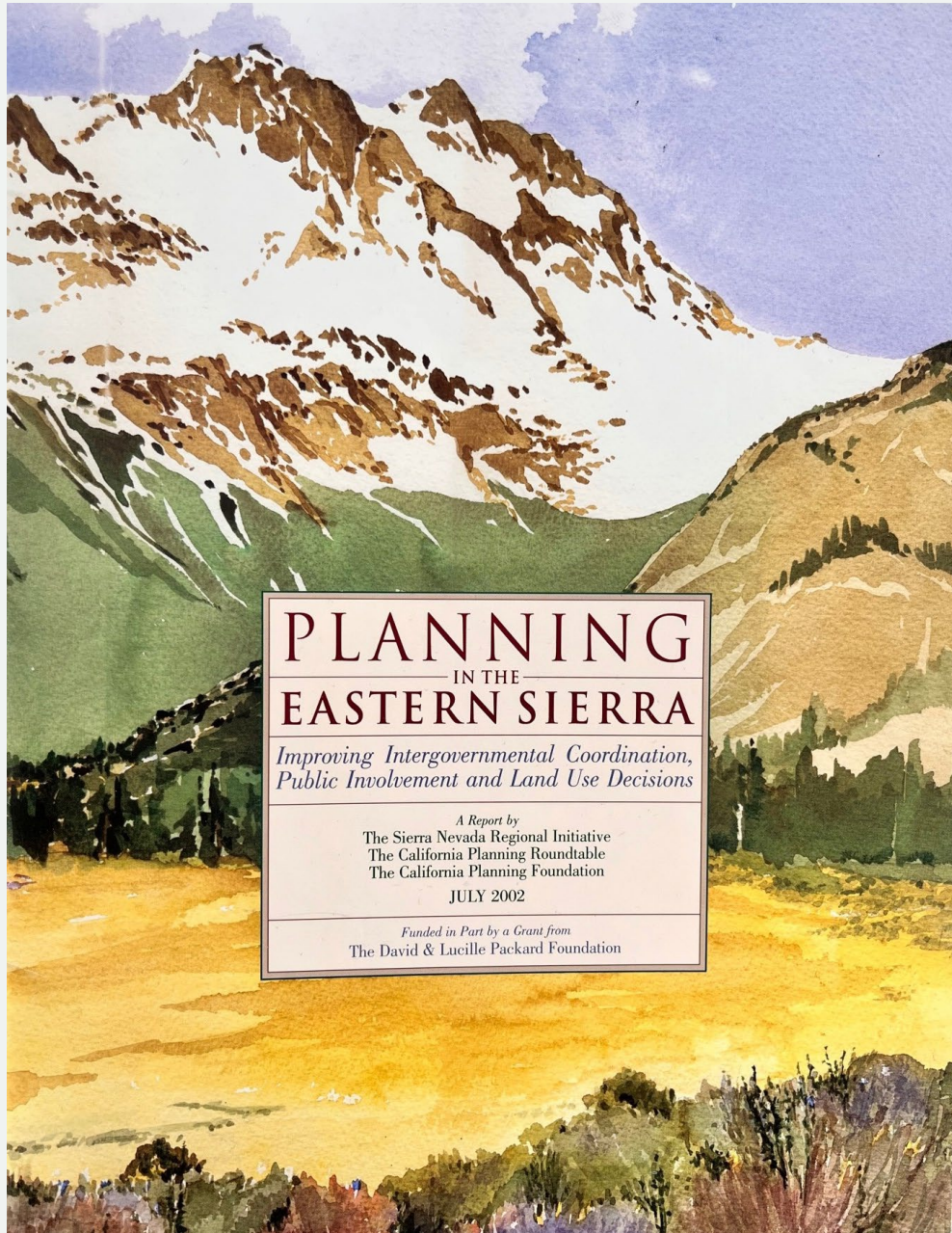
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Mono County Board of Supervisors  
April 8, 2025

# Agenda

1. History of Regional Collaborative Planning in the Eastern Sierra
2. ESCOG Successes in the First Five Years
3. Strategic Board Retreat Summary
4. Looking ahead 2025-2026 Project Priorities





Artwork by Linda McNeill

## ***PLANNING IN THE EASTERN SIERRA (2002)***

"In the Eastern Sierra, there is no Council of Governments or other regional governmental infrastructure to provide the institutional support and coordination needed by the decision-makers and land planners of the different jurisdictions...

**Regional Collaboration:** Convene regional forums, workshops and other means to maintain dialogue and collaboration on critical issues, such as transportation, housing, air quality, airports, infrastructure financing, economics, open space, water supply and quality, watershed protection, and public investment.

**Intergovernmental Collaboration:** Consideration establishing one or more governmental entities charged with addressing matters of regional concern. This might take a variety of forms, such as a single purpose agency, **a traditional Council of Governments with a non-traditional mission**, or others."



There was general consensus that effective regional cooperation, coordination and partnerships could benefit both the Eastern Sierra region as a whole, and each of its individual communities.

Participants:

- Andrea Mead Lawrence, Founder, ALIMAR
- Connie Millar, Sierra Nevada Research Center, USFS
- Steve Addington, Bureau of Land Management, Field Office Manager
- Greg James, Inyo County Water Department
- Greg Newbry, Mono County Planning Department
- Steve Frisch, Sierra Business Council
- Scott Burns, Mono Community Development Director
- Bill Taylor, Mammoth Lakes Senior Planner
- Scott Burns, Mono County Planning Director
- Darin Dinsmore, Sierra Business Council
- Elizabeth Tenney, Eastern Sierra Advocates Network
- Rick Leslie, Lone Pine Design Review Board
- Chuck Thistlethwaite, Inyo County Planning Director
- Rick Pucci, Bishop City Administrator
- Benno Nager, MMSA/Intrawest
- Brian Peters, Alpine County Planning Director
- John Wohlmuth, Mono County Chief Administrative Officer
- Steve Julian, Mammoth Lakes Town Manager
- Marshall Rudolph, Mono County Counsel
- Chuck Thistlethwaite, Inyo County Planning Director
- Rene Mendez, Inyo County Administrator
- Brian Peters, Alpine County Planning Director
- Mike Vance, Mammoth Lakes Planning Director
- Byng Hunt, Mono County Supervisor
- Nancy Upham, Coalition for Unified Recreation in the Eastern Sierra

**JOINT POWERS AGREEMENT ESTABLISHING THE EASTERN SIERRA COUNCIL OF GOVERNMENTS  
AS A SEPARATE LEGAL ENTITY FROM ITS MEMBER AGENCIES**

This agreement, made and entered into this 7<sup>th</sup> day of January 2020, by and among the County of Mono, a political subdivision of the State of California ("Mono"), the County of Inyo, a political subdivision of the State of California ("Inyo"), the Town of Mammoth Lakes, a municipal corporation ("Town") and the City of Bishop, a municipal corporation ("City") (collectively "Member Agencies" or "Members"), shall supersede and replace, in its entirety, that Amended Joint Powers Agreement Eastern Sierra Council of Government Entities (COG) entered into by and among the Parties on or about February 26, 1999.

**II. Purposes**

- 2.01 The ESCOG shall continue to be organized to: (1) provide a forum for discussion and study of regional issues of interest to the Member Agencies; (2) identify and plan for the solution of selected regional issues requiring multi-governmental cooperation; (3) facilitate actions and agreements among the Member Agencies for specific project development; (4) conduct other region wide functions as the Members deem appropriate.
  - 2.02 In addition to the above, the ESCOG shall be organized to identify funding sources and to apply for and receive funding for the planning and implementation of programs of regional impact or significance, and to implement such programs, upon approval of the governing bodies of each Member Agency.
- 
- 1.03 The Member Agencies acknowledge and agree that there are circumstances where it is necessary or desirable for the Member Agencies to function collectively on a regional basis, such as where regionalization enhances funding opportunities, provides resources and capabilities that would not otherwise be available, or improves the delivery of services to benefit the interests of the Members' constituents.
  - 1.04 The Member Agencies further agree that the creation of a regional joint powers authority that is a separate legal entity from the Members would position the ESCOG to maximize and take advantage of these opportunities.

# EASTERN SIERRA COUNCIL OF GOVERNMENTS

Organization

Eastern Sierra Council of Governments Board of Directors

SREMP

Econ. Dev.

Housing

Outreach and Advocacy

Funding

Funding

Funding

Funding

# EASTERN SIERRA COUNCIL OF GOVERNMENTS

## Organization

Eastern Sierra Council of Governments Board of Directors

Executive Director

### SREMP (activated by reso.)

#### Sustainable Recreation

- ✓ BIRPI
- ✓ Towns to Trails
- Regional Rec. Capacity
- Climate Adaptation

#### Eco. Management

- ✓ CDFW / Pace and Scale Accelerator
- Climate Adaptation
- Wildfire Task Force

### Econ. Dev.

- ✓ CEDS Development
- ✓ CAJF Development
- ✓ Phase 1: Planning
- ✓ Phase 2: Implementation

### Housing (no reso.)

- ✓ Housing Roundtable / Partnership meetings
- ✓ Regional Housing Plan

### Outreach and Advocacy

- ✓ Regional coordination with local partners
  - USFS / BLM / NPS / LADWP
- Regional advocacy w/ State/Fed agencies
- ✓ Branding / Outreach / Website

### Funding

- Member agency contributions
- CDFW Prop 1 grant
- NFWF BIRPI grant
- Sierra Nevada Conservancy grant

### Funding

- Member agency contributions
- Inyo Co. RCRC CEDS grant
- CAJF funding

### Funding

- Member agency contributions

### Funding

- Member agency contributions
- Inyo National Forest Liaison Grant

# ESCOG Successes in the First Five Years

- **Eastern Sierra Pace and Scale Accelerator**

- \$3.8 million CDFW Grant Awarded to build capacity in ESCOG and in regional wildfire resiliency partners
- Supports federal partner capacity
- NEPA completed / Notice of Decision executed allowing for 58,000 acre landscape scale mitigation project surrounding TOML to proceed
- Project completed on-time and under budget, allowing for Phase II
- Supports implementation workforce development throughout region
  - Cerro Coso Wildfire and Sustainable Outdoor Recreation Curriculums
- Strengthened inter-jurisdictional collaboration to expand mitigation planning efforts

# ESCOG Successes in the First Five Years


- **Buttermilk Infrastructure and Recreation Planning Initiative**
  - \$247,000 National Fish and Wildlife grant
  - Community-led collaborative planning process to establish desired conditions for key Bishop recreation destination
  - Installation of critical recreation infrastructure / pit vault toilet
  - Established Buttermilk area working group
  - Catalyzed additional philanthropic funding for implementation
- **Towns-to-Trails Feasibility Analysis**
  - \$370,000 Sierra Nevada Conservancy Grant
  - Regional recreational trail feasibility analysis across three counties
  - Reinforces regional connection, identity and culture

# ESCOG Successes in the First Five Years

- **California Jobs First**

- Funded through California Jobs First
- Ensured Eastern Sierra representative in data gathering and policy development
- Organized regional agency and community input to inform regional data and economic strategies
- Prepared grant applications with potential awards ~\$1 million to support regional economic development initiatives
- Provided technical assistant to partner organizations

- **Comprehensive Economic Development Strategy**

- RCRC Grant funded
  - Adopted first CEDS for Eastern Sierra region
  - Providing ongoing administration and staff coordination on behalf of member agencies
- 

# ESCOG Successes in the First Five Years

- Facilitated collaboration to initiate regional housing needs study to catalyze regional workforce housing solutions
- Member agency contributions have remained at initial \$25,000 while ESCOG has expanded capacity and scope
  - Hired FTE administrative staff in March 2023
  - Per the FY 2023-2024 Financial Report, ESCOG has +\$75,000 fund balance



Eastern Sierra Council of Governments

# STRATEGIC PLANNING RETREAT REPORT

Completed by the Institute for Local Government

February 2025



## ESCOG Board Strategic Retreat

- September 2024
- The Board affirmed the following priorities and authorized programs for the COG:
- Ecosystem Management and Sustainable Recreation Program
- Inyo Mono Broadband Coalition
- Community Economic Resiliency Pilot Program

# STRATEGIC PLANNING RETREAT REPORT

Completed by the Institute for Local Government

February 2025



## Priority Setting from Strategic Retreat

- Develop **legislative platform** based on member agency priorities
- **Convene regional groups** to foster collaborations & improve efficient deployment of resources
  - Economic development activities
  - Climate/ecosystem management
  - Wildfire
  - Sustainable recreation and tourism
  - *Housing*
  - *Agriculture and land tenure*
  - *Arts and culture*
  - *Transportation*
- **Engage Federal and tribal partners**

Eastern Sierra Council of Governments

# STRATEGIC PLANNING RETREAT REPORT

Completed by the Institute for Local Government

February 2025



## COMMUNICATING VALUE

- Develop a branded communication engage the public
- **Provide quarterly updates to member agencies on ESCOG activities.**
- Identify additional opportunities to communicate value to member agencies
- **Board members:** Report member agency boards to articulate ESCOG's value during meetings.
- **Board members:** Act as ambassadors to agencies, communities, and partner organizations by sharing opportunities with staff and leveraging unique leadership opportunities to change the narrative.

# STRATEGIC PLANNING RETREAT REPORT

Completed by the Institute for Local Government

February 2025



The Board cautioned about the need to balance the action items from convenings with ESCOG's **capacity** and **authority** to implement these actions. **Funding remains a challenge.**

- Explore partnerships with organizations that can provide additional financial support
- Initiate conversations with **regional managers about the extra capacity** that member agencies can offer
- **Explore opportunities to share staff between member agencies and ESCOG**
- Share more information with the board to better understand financial capacity for reimbursement
- Engage in conversations with member agencies to determine if they can provide additional support - either financially or in-kind



Eastern Sierra Council of Governments

# STRATEGIC PLANNING RETREAT REPORT

Completed by the Institute for Local Government

February 2025



## EXPANDING ORGANIZATIONAL CAPACITY

- **Leverage** the **staff, skill sets, and expertise** of ESCOG's **member agencies**
- Leverage **grant writing technical assistance**
- Consider **contractors** who can assist with specific aspects of **organizational management**
- Explore additional discretionary funds available through member agencies
- **Board members:** Communicate with their respective executives about the benefits of "sharing" staff when needed to expand ESCOG's capacity
- **Board members:** Direct respective agencies to engage with ESCOG and support its initiatives

## **Input from Regional Partners:**

- Desire to increase Tribal Nation engagement in regional discussions / collaboratives
- Request to have collaborative conversations that provide better coordination on climate and recreation projects and priorities
  - Federal agencies
  - NGO partners
  - Workforce development partners
- Staff roundtables on economic development and housing have been beneficial for information sharing, skill building and mutual project support (e.g. California Jobs First Catalyst projects)

## Key Recommendations from Strategic Retreat:

1. Focus on existing funding and programs of work
2. Areas to expand include:
  - Establishing an ESCOG legislative platform
  - Increase communications to member agencies and community
  - Engaging in or establishing new collaboratives to support coordination in areas of regional concern:
    - Economic development activities
    - Climate/ecosystem management
    - Wildfire
    - Sustainable recreation and tourism
    - *Housing*
    - *Transportation*
    - *Agriculture and land tenure*
    - *Arts and culture*
  - Increase engagement with federal partners
  - Increase collaborative discussions with tribal partners at a staff level

## Key Recommendations from Strategic Retreat:

1. Leverage member agency staff capacity and expertise
  - Inyo County Wildfire Coordinator
    - Support regional collaboration for planning and implementation
    - Capacity for Federal partner liaison to identify project priorities for wildfire resiliency and sustainable recreation projects
    - Pending USFS Community Wildfire Defense Grant award
2. Identify contract support for administrative support
  - Inyo County Project Management Office
    - Support legislative affairs
    - Provide grant writing technical assistance
    - Assist with communications
    - Provide fiscal analyst services



## **2025-2026 Project Priorities:**

1. Secure Eastern Sierra Economic Development District Economic Development Administration designation
  - Provides approx. \$75,000 / year reoccurring revenue to support economic development
2. California Jobs First
  - Build Capacity in Recreation, Wildfire Mitigation and Agriculture
  - Collaboration with Eastern Sierra Business Resource Center
  - Chipmunk Canyon Trails Planning
  - Plan for sustainability beyond funding horizon (09/2026)
3. Leverage increased collaborations to develop regional priorities and partners in anticipation of future funding:
  - Proposition 4 funds



**RESOLUTION NO. 25-**

**RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS EXTENDING**

**THE EASTERN SIERRA COUNCIL OF GOVERNMENTS PROGRAM OF WORK  
KNOWN AS THE “ESCOG: COMMUNITY ECONOMIC RESILIENCY FUND PILOT  
PROGRAM”**

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

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

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

**WHEREAS**, the State of California Governor’s Office of Business and Economic Development and the Office of Planning and Research have established an unprecedented \$600 million regional economic development initiative known as the California Regional Investment Initiative (CAJF formerly

1 CERF), which provided a \$5,000,000 planning grant for regional economic development planning in the  
2 Eastern Sierra subregion, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and  
3 Tuolumne Counties, to be focused on economic resilience, equity, and transitioning to carbon neutrality;  
4 and

5 **WHEREAS**, the Eastern Sierra Region’s CAJF planning process is complete, and the region has  
6 submitted applications for \$9 million in regionally allocated funding for implementation of the Eastern  
7 Sierra Region’s Regional Plan, with awards anticipated to be announced in March 2025 and an additional  
8 \$273 million available in competitive implementation funding through the State Regional Investment  
9 Initiative; and,

10 **WHEREAS**, The Eastern Sierra Council of Governments worked with regional partners to  
11 develop and adopt a Comprehensive Economic Development Strategy (CEDS), and has served to  
12 coordinate the implementation of defined elements of the regional CEDS as a funding source for defined  
13 EDA or other related grants; and

14 **WHEREAS**, Member Agencies will benefit from collective and enhanced collaboration on  
15 economic development projects such as those to defined in the Sierra Jobs First Strategic Plan planning  
16 effort and the regional CEDS and through regional approach to accessing other State and Federal  
17 program to support regional infrastructure, housing solutions, climate resiliency, sustainable recreation,  
18 and workforce development; and

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

22 **WHEREAS**, the ESCOG Board and its Member Agencies unanimously approved the “ESCOG:  
23 Community Economic Resiliency Fund Pilot Program,” which granted authority to the ESCOG to  
24 convene community members to support the development of the Sierra Jobs First Strategic Plan; and

25 **WHEREAS**, the Community Economic Resiliency Fund Pilot Program expired on August 31,  
26 2024 at the conclusion of the California Jobs First planning phase; and  
27  
28

1       **WHEREAS**, the ESCOG served to convene, inform, and advocate for Eastern Sierra  
2 communities in Alpine, Inyo and Mono Counties throughout the Sierra Jobs First planning phase to  
3 ensure regional communication and representation in the Sierra Jobs First Strategic Plan; and

4       **WHEREAS**, the Catalyst Phase of the California Jobs First initiative commenced on September  
5 1, 2024 and will provide opportunities to fund economic development projects at a regional scale,  
6 requiring capacity to convene regional partners and identify and coordinate grant applications, and  
7 ESCOG has been allocated funding to continue providing the above mentioned services in the benefit of  
8 Alpine, Inyo, and Mono Counties under the California Jobs First Initiative;

9       **NOW THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors as  
10 follows:  
11

12       **Section 1.** That a program to be known as the “ESCOG: Community Economic Resiliency  
13 Fund Pilot Program” be extended to include all authorities previously granted by the Community  
14 Economic Resiliency Fund Pilot Program through the completion of the Catalyst Phase of the  
15 California Jobs First Initiative, at which point the ESCOG will request additional authorities for  
16 implementation of the economic development strategies if deemed appropriate by the ESCOG Board  
17 and the member agencies.

18       **Section 2.** That the “ESCOG: Community Economic Resiliency Fund Pilot Program” provides  
19 for ESCOG to coordinate and engage with regional economic development opportunities in  
20 collaboration with Member Agencies through the State of California’s “Community Economic  
21 Resiliency Fund” Planning Phases (CAJF formerly CERF) and the development of the region’s  
22 “Comprehensive Economic Development Strategy” (CEDS); receive funding to participate in regional  
23 economic development planning efforts that have already been funded by agencies outside of the region,  
24 including the state of California’s CAJF and the completion of a CEDS funded by the federal Economic  
25 Development Administration; and support and build upon the economic development efforts of Member  
26 Agencies that promote economic development efforts to enhance the region’s economic resilience and  
27 prosperity. Member agency funding for such work is subject to approval by each agency.  
28

**Section 3.** That, in carrying out the these activities, the ESCOG is empowered under the “ESCOG: Community Economic Resiliency Fund Pilot Program” to apply for and administer grants and other sources of revenue; to participate in regional economic development planning efforts; specifically the CAJF and the CEDS; engage in any actions already authorized by the ESCOG Joint Powers Agreement, including the securing of appropriate levels of insurance; and take any other actions reasonably related to its pursuit of the above mentioned activities; provided, however, that the “ESCOG: Community Economic Resiliency Fund Pilot Program” shall not be authorized to incur debt that is not otherwise secured by the Program’s identified revenue. Member agency funding to support such work is subject to approval by each agency and action by the ESCOG shall not obligate members financially.

**PASSED, APPROVED, and ADOPTED** this 8<sup>th</sup> day of April, 2025, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

ATTEST: \_\_\_\_\_  
Clerk of the Board

Lynda Salcido, Chair  
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2025

**Departments: Public Works - Sustainable Outdoors and Recreation  
and Office of Emergency Services**

**TIME REQUIRED** 40 minutes

**SUBJECT** California's Joint Strategy for  
Sustainable Outdoor Recreation and  
Wildfire Resilience Presentation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Marcella Rose, Sustainable  
Recreation Manager; Wendilyn  
Grasseschi, Wildfire Mitigation  
Coordinator; Liz Grans, Director of  
Economic Development and Tourism

### AGENDA DESCRIPTION:

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

Presentation by Marcella Rose and Wendilyn Grasseschi regarding discussion and proposed adoption of the California Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience.

### RECOMMENDED ACTION:

Adopt the Joint Strategy as a guiding document. Provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Marcella Rose, Wendilyn Grasseschi

**PHONE/EMAIL:** 760-616-4953, 970-509-0126 / mrose@mono.ca.gov, wgrasseschi@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report - Joint Strategy Recreation and Wildfire</a>
<a href="#">California's Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience</a>
<a href="#">SUMMARY California's Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience</a>

History

Time

Who

Approval

4/2/2025 8:57 PM	County Counsel	Yes
4/3/2025 2:07 PM	Finance	Yes
4/3/2025 4:00 PM	County Administrative Office	Yes



# MONO COUNTY

## Sustainable Outdoors & Recreation and Office of Emergency Services

---

[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** April 8, 2025  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Marcella Rose, Sustainable Recreation Manager; Wendilyn Grasseschi, Wildfire Mitigation Coordinator; Liz Grans, Director of Economic Development and Tourism  
**Re:** "Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience" Discussion & Adoption

### History:

Mono County's economic model is centered around outdoor recreation and tourism, which in turn is almost completely dependent on the health and beauty of the natural environment. Within the past few decades, Mono County's landscapes and economic support from outdoor recreation are increasingly threatened by the potential of a catastrophic wildfire.

### Discussion:

The "**California's Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience**" (attached), aims to simultaneously implement efforts to improve forest health, wildfire prevention and recreational access. Adoption of strategy may leverage the County's position to engage on a State and Federal level with programs that can provide funding to mitigate exposure to catastrophic events before they happen.

If you have questions regarding this item, please contact Wendilyn Grasseschi at 970-509-0126, [wgrasseschi@mono.ca.gov](mailto:wgrasseschi@mono.ca.gov), or Marcella Rose at 760-616-4953, [mrose@mono.ca.gov](mailto:mrose@mono.ca.gov).

Respectfully submitted,

Marcella Rose, Sustainable Recreation Manager

### Attachments:

- Summary sheet of goals and key actions from the Joint Strategy
- California's Joint Strategy For Sustainable Outdoor Recreation & Wildfire Resilience





CALIFORNIA  
WILDFIRE  
& FOREST  
RESILIENCE  
TASK FORCE

# CALIFORNIA'S JOINT STRATEGY FOR SUSTAINABLE OUTDOOR RECREATION & WILDFIRE RESILIENCE



PREPARED FOR THE CALIFORNIA WILDFIRE  
AND FOREST RESILIENCE TASK FORCE  
DECEMBER 12, 2022





# LAND ACKNOWLEDGEMENT

---

California is home to some of the most beautiful and celebrated landscapes on Earth. More than 100 Native American tribes have stewarded and protected California's lands and waters from time immemorial through the present day. Often, places valued as recreation sites today hold significant cultural and ecological importance for Indigenous peoples. Acknowledging California as the homeland of Native American tribes is just a small step to take in the spirit of truth and healing. This Joint Strategy attempts to elevate California Native governments, communities, peoples, and priorities into the collective thinking about sustainable outdoor recreation, inclusive access to the outdoors, and wildfire resilience. Realizing the privilege of those who recreate outside, this Joint Strategy hopes to contribute to further discussions of appropriate and respectful public access to valued and significant places.



Birdwatching at the Stout Memorial Grove in Jeddiah Smith Redwoods State Park, CA. Credit: John Chao, Redwood National and State Parks



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# KEY PEOPLE





## EXECUTIVE COMMITTEE

### STATE:

**Wade Crowfoot, Co-Chair** – California Natural Resources Agency

**Joe Tyler** – CAL FIRE

**Yana Garcia** – CalEPA

**Sam Assefa** – Office of Planning and Research

### FEDERAL:

**Jennifer Eberlien, Co-Chair** – U.S. Forest Service, Pacific Southwest Region

**Richard Barhydt** – U.S. Forest Service, Pacific Southwest Research Station

### LOCAL:

**Ed Valenzuela** – California State Association of Counties

**Doug Teeter** – Rural Counties Representatives of California

### TRIBAL:

**Don Hankins** – Indigenous Stewardship Network

## SUSTAINABLE RECREATION/CALREC VISION

### Key Working Group

**Alexandra Stehl**, Deputy Director, Strategic Planning and Recreation Services Division – CA State Parks

**Andrew Burrows**, Lead California Outdoor Recreation Planner – Bureau of Land Management

**Haley Caruso**, Co-Lead of Recreate Responsibly CA and REI Manager of Brand Engagement & Impact – Recreate Responsibly CA and REI

**Katherine Toy**, Deputy Secretary for Access – CA Natural Resources Agency

**Katy Parr**, El Dorado National Forest Public Services Staff Officer – U.S. Forest Service, Pacific Southwest Region

**Kevin Wright**, Policy & Steering Committee Member – CA Landscape Stewardship Network

**Norma Edith García-Gonzalez**, Director – Los Angeles County Department of Parks & Recreation

**Paul Michel**, Regional Policy Coordinator, West Coast Region – NOAA

**Ray Murray**, Chief of Partnerships – National Park Service





## SUSTAINABLE RECREATION/CALREC VISION Leadership Team

**Jim Bacon**, Director of Public Services, Co-Lead – U.S. Forest Service, Pacific Southwest Region

**Angela Avery**, Executive Officer, Co-Lead – Sierra Nevada Conservancy

**Nancy Parachini**, Deputy Director of Public Services – U.S. Forest Service, Pacific Southwest Region

**Nora Campbell**, Strategic Planner – U.S. Forest Service, Pacific Southwest Region

**Matt Driscoll**, Eastern Sierra Area Representative – Sierra Nevada Conservancy

**John Wentworth**, President/CEO – Mammoth Lakes Trails and Public Access Foundation

**Rita Keil**, Co-Writer/Researcher – Mammoth Lakes Trails and Public Access Foundation

**Danna Stroud**, Strategist – Governor's Office of Business and Economic Development

**Bill Keene**, Lead Writer – Climate Equity Solutions Inc.

**Austin McInerney**, Facilitator – Consensus and Collaboration Program, College of Continuing Education, Sacramento State University

## SUSTAINABLE RECREATION/CALREC VISION MLTPA Support Team

**Trevor Van Winkle**, Digital Systems Manager

**Jennifer Crittenden**, Recorder

**Andrew Mulford**, GIS Manager

**Kiersten Puusemp**, Creative Director

**Kristy Williams**, Project Management Specialist

Thank you to the more than 130 representatives from federal, state, and local agencies, tribes, tribal entities, nongovernmental organizations, business interests, community groups, and stakeholders who participated in public input sessions or otherwise contributed to this plan.

This strategic plan is located on the California Wildfire & Forest Resilience Task Force website at:

**[www.wildfiretaskforce.org/about/action-areas/sustainable-accessible-recreation](http://www.wildfiretaskforce.org/about/action-areas/sustainable-accessible-recreation)**





# BACKGROUND





# THE CHALLENGE

## A STRATEGIC CHANGE IN CALIFORNIA'S APPROACH TO SUSTAINABLE OUTDOOR RECREATION AND WILDFIRE RESILIENCE



The Mount Hough Trail System, near Quincy, CA, before and after the Dixie Fire in 2021. Credit: Ken Etzel

California has faced an unprecedented wildfire crisis during the past decade that has resulted in billions of dollars in damage to local economies and infrastructure, including outdoor recreation facilities and trail systems across California. Moreover, climate change has dramatically increased the length and intensity of California's fire seasons. The 2020 fire season broke records: Five of California's six largest fires in modern history burned at the same time. More than 4 million acres burned across the state, doubling the previous record. The following year, 2021, saw some of the most severe megafires in history, including the Dixie Fire, which became the largest single wildfire in state history and the first wildfire to burn across the width of the Sierra Nevada mountain range.

In August 2020, the state of California and the U.S. Forest Service announced the historic Agreement for Shared Stewardship of California's Forest and Rangelands to improve the health of California's forests and rangelands and reduce wildfire risk across the state. The following January, the state released California's Wildfire and Forest Resilience Action Plan (Action Plan), which detailed specific actions to address the wildfire crisis, and convened the California Wildfire and Forest Resilience Task Force to implement the Action Plan.



# CALIFORNIA'S WILDFIRE AND FOREST RESILIENCE ACTION PLAN

The Action Plan contains four goals and 99 specific actions to address the wildfire crisis across California. Goal 3 contains Key Actions 3.13 and 3.14, which address the relationship between forest health and sustainable outdoor recreation:

- **Key Action 3.13 – Update Statewide Comprehensive Outdoor Recreation Plan (SCORP):** In 2021, CNRA, in coordination with State Parks, will update the Statewide Comprehensive Outdoor Recreation Plan (SCORP). The SCORP will provide a comprehensive framework and investment strategy, emphasizing equitable access to underserved communities and rural recreation-dependent communities.
- **Key Action 3.14 – Develop Joint Strategy to Improve Access to Sustainable Recreation:**  
In accordance with the Shared Stewardship Agreement, the USFS will coordinate the development of a joint strategy to improve access to sustainable recreation.

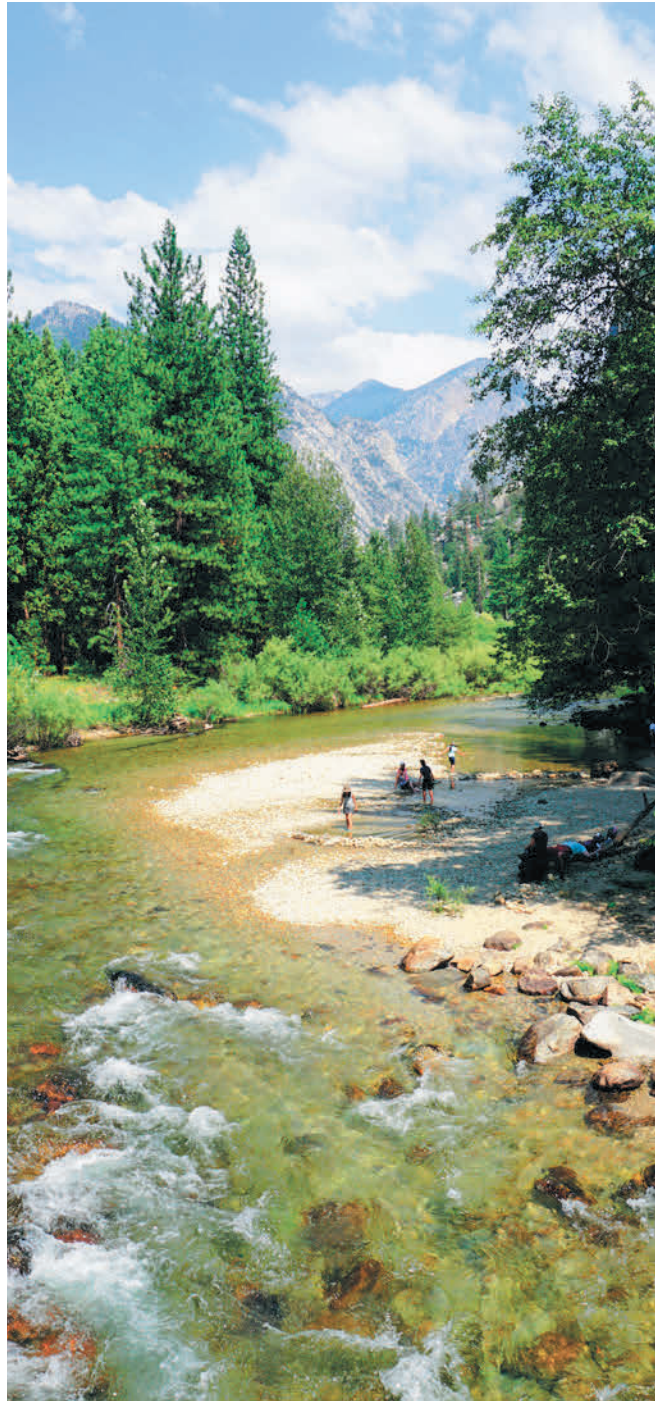
The California Wildfire and Forest Resilience Task Force assigned Key Actions 3.13 and 3.14 of the Action Plan to the Sustainable Recreation/CALREC Vision Key Working Group (Key Working Group). Key Action 3.13 was completed by the Key Working Group through consultations with the California Department of Parks and Recreation (State Parks). Please see additional discussion of Key Action 3.13 on page 13. Key Action 3.14 is the more immediate subject of this Joint Strategy document.



Firefighters and natural resource specialists apply a protective fire-shelter wrap to the General Sherman Tree in Sequoia National Park, CA, during the KNP Complex Fire in 2021. Credit: Elizabeth Wu, National Park Service

## THE CALIFORNIA WILDFIRE AND FOREST RESILIENCE ACTION PLAN WAS DEVELOPED RECOGNIZING THE FOLLOWING CONDITIONS:

- Climate change increases the frequency and severity of catastrophic wildfires.
- California's diverse landscapes and communities require regionally tailored strategies and actions.
- Resilience to catastrophic wildfires requires restoring the health of our forests and diverse landscapes across the state and strengthening wildfire preparation within our communities.
- Frequent, low-intensity fire can be a positive force in improving forest health and biodiversity and forested communities' safety.
- Strengthening the linkages between the ecological health of forests and the economic and social health of rural communities is needed.
- Strong partnerships among federal, state, local, and tribal entities and private organizations are needed to address the threat of wildfire.



Visitors enjoy California's Kings Canyon National Park.  
Credit: National Park Service



## THE KEY WORKING GROUP AND THE JOINT STRATEGY FOR SUSTAINABLE OUTDOOR RECREATION AND WILDFIRE RESILIENCE

---

The Key Working Group developed the Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience (Joint Strategy) to provide a road map for improved access to sustainable outdoor recreation in an era when wildfires are having tremendous impacts on outdoor recreation opportunities throughout California. The Joint Strategy recognizes that our recreation system exists within a vast network of watersheds that stretches all the way from the headwaters in the mountains to the Pacific Ocean. Our recreation system is affected by wildfires and natural disasters in profound ways both upstream and downstream from where people recreate. The Key Working Group consisted of staff from federal and state agencies, regional and local agencies, industry, and nongovernmental organizations. The Mammoth Lakes Trails and Public Access Foundation (MLTPA) convened the Key Working Group. The Consensus and Collaboration Program of the College of Continuing Education at Sacramento State University provided facilitation. Climate Equity Solutions Inc. contributed drafting and editing services, under contract to MLTPA.



Children record observations on a clipboard at California's Channel Islands National Marine Sanctuary as part of the Ocean Guardian program.

Credit: Nick Zachar, National Oceanic and Atmospheric Administration

The Joint Strategy presents Goals and Key Actions that highlight the most important considerations for providing sustainable outdoor recreation opportunities that meet the needs of all Californians, including our most underserved and underrepresented communities, in this era of risk from wildfires. The Key Working Group engaged with tribes, experts, and stakeholders who have been affected by wildfires, smoke, and natural disasters, or who are actively engaged in providing sustainable outdoor recreation opportunities. These groups and individuals verified that the Joint Strategy sets timely, essential, and implementable goals. Participants in the Key Working Group generously shared their time, perspective, and advice on topics through a series of facilitated virtual meetings from November 2021 through November 2022.

# IMPLEMENTATION

The Key Working Group will seek to create a structure to guide the implementation of the Joint Strategy under the general auspices of the California Wildfire and Forest Resilience Task Force (Task Force). The Key Working Group intends to provide regular progress reports to the Task Force and establish a program of accountability for implementing the Joint Strategy.

The Goals and Key Actions of the Joint Strategy also aim to fully integrate outdoor recreation considerations and opportunities into federal, state, local, and partner programs of work already underway. Some actions call on specific groups to act, while others present opportunities for ground-up integration of outdoor recreation into wildfire risk reduction and recovery efforts. Many of the actions are already underway at all levels of government and in local communities. The Joint Strategy was inspired by these ongoing efforts and hopes to inspire other communities and all levels of government to continue progress on such efforts. Sustained realization of the Goals and Key Actions will require time, resources, and capacity investments from the USFS, the state of California, and their partners.



Mandy Beatty cuts a section of trail in the Mount Hough Trail System near Quincy, CA, with her dog, Scout, by her side. Credit: Ken Etzel

As with other Task Force working group strategies, the Joint Strategy will be incorporated and integrated into the Task Force's Million-Acre Strategy, which serves as the Task Force's primary implementation program for the four Task Force goals. Funding needs to be secured to support the Key Working Group's continued efforts to oversee implementation of the Joint Strategy including facilitation of Key Working Group meetings, coordination with lead implementing agencies and entities, preparation of regular progress updates, participation in Task Force meetings, and general guidance of implementation activities. It is anticipated that full implementation of the Joint Strategy's Goals and Key Actions will create a sustainable outdoor recreation system in California that is resilient to wildfire and natural disasters and will lead to additional key actions needed to equitably provide the diverse and accessible recreational opportunities desired by all Californians.



# CALIFORNIA WILDFIRE AND FOREST RESILIENCE ACTION PLAN KEY ACTION 3.13

Key Action 3.13 of California's Wildfire and Forest Resilience Action Plan directs the California Natural Resources Agency (CNRA) and State Parks to update the Statewide Comprehensive Outdoor Recreation Plan in 2021. The SCORP provides a comprehensive framework and investment strategy, emphasizing equitable access to underserved communities and rural recreation-dependent communities.

The SCORP is a five-year plan that establishes grant priorities to address unmet needs for public outdoor recreation land throughout California. By completing an update to the SCORP every five years, California maintains eligibility for federal Land and Water Conservation Fund (LWCF) grants.

Due to a variety of factors, the release of the 2021–2025 SCORP occurred in early 2022, as the Key Working Group convened to begin its work on the development of the Joint Strategy. As a result of this timing, representatives from the Key Working Group were able to meet with staff from the California Department of Parks and Recreation to discuss opportunities to recommend priorities and help to inform the vision of the 2026–2030 SCORP update, set to begin in 2023. During these discussions, it was acknowledged that the next update to the SCORP might be enhanced to capture the broadened scope and landscapes of outdoor recreation in California.



Enjoying a meal while camping at Bothe-Napa Valley State Park, CA. Credit: courtesy of California State Parks, 2019

It is anticipated that key actions from the Joint Strategy may be integrated into the SCORP update process and that the SCORP may become a more comprehensive framework for the next five years of outdoor recreation development, planning, and management in California.





# GOALS & KEY ACTIONS





# INTRODUCTION

Californians today recreate outside more than ever before, finding experiences of a lifetime in California's protected lands and waters. Statewide demand for outdoor recreation opportunities exploded during the COVID-19 pandemic, resulting in pressure to maximize or expand federal, state, and local park systems. This recent surge in outdoor recreation has led land managers and stewardship groups to renew their focus on natural resource protection and wildfire risk reduction, while providing needed recreation opportunities.



Mountain biking before and after the Dixie Fire in 2021, near Quincy, CA. Credit: Ken Etzel

The purpose of this Joint Strategy is to provide the California Wildfire and Forest Resilience Task Force with a road map for how to protect and improve sustainable outdoor recreation assets and access in the context of wildfire and natural disaster planning and response. The audience of this Joint Strategy includes the U.S. Forest Service (USFS), the state of California, land managers, and the extended outdoor recreation community. This Joint Strategy emphasizes the fact that sustainable outdoor recreation opportunities must be high-quality and resilient to meet the needs of a diverse and growing population and changing climate.

The Joint Strategy satisfies Key Action 3.14 of the California Wildfire and Forest Resilience Action Plan: "Develop Joint Strategy to Improve Access to Sustainable Recreation." The Joint Strategy contains Goals and Key Actions that will:

- 1.** Strengthen our sustainable outdoor recreation system, forest health, and resilience
- 2.** Advance inclusion and access for all Californians
- 3.** Promote the health and safety of all Californians
- 4.** Support the local economies that enhance sustainable outdoor recreation

The Key Working Group developed a set of guiding principles to serve as a foundation for the Joint Strategy and to guide agencies, organizations, and communities tasked with implementing the Goals and Key Actions.



# GUIDING PRINCIPLES

The following guiding principles provide a foundation for all of the Goals and Key Actions of the Joint Strategy, ensuring that the Joint Strategy is achieved broadly and equitably across California.



*Two backpackers and a ranger look at a map at Cronan Ranch Regional Trails Park in Pilot Hill, CA. Credit: Bob Wick, Bureau of Land Management*

**Engage in Proactive Communication** – Communication is key to implementing the Joint Strategy effectively and comprehensively across California. Communication and engagement will occur at all levels, with a particular focus on ensuring that underserved and underrepresented communities, including multilingual communities, receive information and have opportunities to engage with implementation of the Joint Strategy in a timely manner and through channels that effectively reach their communities.

**Prioritize Community Recovery** – Implementation of the Joint Strategy will prioritize recovery for communities that have been impacted by wildfire. Multiple communities across California have been devastated by wildfire, and implementation of this Joint Strategy will support holistic recovery of the environmental, economic, and social elements of these communities.

**Utilize Cross-Sector Integration** – The intent of the Joint Strategy is to integrate efforts at all levels to address sustainable recreation and wildfire risk, including governmental organizations, the nonprofit and business sectors, and community organizations. Integrating the Key Actions in this plan with forest health and community-development work being done locally is the most effective way to achieve broad success.



**Emphasize Transparency** – Entities implementing Key Actions will be responsible for reporting on and communicating their work to the public and groups working on similar efforts across the state, using methods that ensure all interested parties are informed of their work.

**Engage in Partnerships and Collaboration** – Effective implementation of the Joint Strategy will require that Key Actions are implemented through ongoing and supported partnerships and collaborations between government, the nonprofit sector, business interests, and community-based organizations.

**Leverage Funds** – Adequate funding will be required to achieve full implementation of the Joint Strategy. Implementation will require significant commitments of resources and funding from federal, state, and local agencies, organizations, nonprofits, and business entities. In addition, all funding will be leveraged to the maximum extent to ensure that implementation occurs at a high level across California.

**Engage with Tribes and Indigenous Communities** – During implementation, agencies and organizations will engage with tribes and Indigenous communities to inform work on all Key Actions. Implementing agencies and organizations will work with tribes to incorporate traditional ecological knowledge (TEK) into outdoor recreation and forest health projects where appropriate.

**Engage with Underserved and Underrepresented Communities** – Engagement with underserved and underrepresented communities is critical to achieve diversity, equity, and inclusion in implementing the Joint Strategy. Agencies and organizations responsible for implementing Key Actions will conduct comprehensive outreach using community-specific outreach methods to ensure that affected communities are aware of, and have the opportunity to participate in and influence, the work being done under this Joint Strategy.

**Use the Best Available Science and Information** – Agencies and organizations responsible for implementation of the Joint Strategy are committed to using the best available science and information and sharing the results of their work within peer learning networks.

**Prioritize Equity and Inclusivity** – Ensuring equity and inclusion is paramount to all participants in this Joint Strategy. All agencies and organizations implementing Key Actions are committed to equity and inclusion and will engage locally and across the state to ensure that all peoples are considered during implementation of Key Actions.

**Promote Wildfire and Natural Disaster Resiliency** – Resilience to wildfires and natural disasters is a primary purpose of this Joint Strategy. All Key Actions are focused on ensuring that California and its residents are prepared for wildfire and natural disaster events and have the resources to achieve long-term resiliency, especially in light of climate change.



An aerial photograph of a lush forested valley. A winding river flows through the center of the valley, surrounded by dense evergreen trees. A paved road follows the river's course on the left side. The forest is vibrant green, with some trees showing autumnal colors of yellow and orange. The overall scene is a beautiful representation of a sustainable outdoor recreation area.

# GOAL 1:

**Integrate Forest Health and  
Sustainable Outdoor Recreation**





# INTEGRATE FOREST HEALTH AND SUSTAINABLE OUTDOOR RECREATION

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Our aim is to promote forest health and resiliency alongside sustainable outdoor recreation for all throughout California. We recognize that forest health and outdoor recreation mutually depend on one another and that our management of them needs to be integrated. This goal promotes public access and enjoyment of our forests and public lands and all the benefits that come with that while at the same time addressing the impacts and mitigating factors of outdoor recreation from catastrophic wildfires and climate effects. By ensuring healthy lands and waters, outdoor recreation users feel connected to nature in places and communities that are socially, economically, and environmentally rich and resilient.



*A hiker looks at smoke from the 2021 Caldor Fire in the distance. Credit: James Townsend*

## GOAL 1:

Integrate the provision of high-quality, sustainable outdoor recreation opportunities with forest health and resilience and wildfire and climate mitigation efforts so that all people can connect to the benefits and wonders of the natural world.

## KEY ACTIONS

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1. **Maintain Public Access as the Climate Changes:** Develop climate-smart best practices toolkits and resources to be used by land-management organizations for programs and projects associated with forest and wildland health, vegetation management, transportation, and visitor use that enhance public access to outdoor recreation on public lands and waters as the climate changes.
2. **Develop Educational Materials Targeted at Reducing the Human Causes of Ignition:** Create and distribute educational materials in multiple languages targeting human causes of ignition of wildfires.
3. **Develop Integrated Communications Systems:** Establish integrated and standardized communication systems to provide consistent information to the public about forest health projects, and wildfires and other natural disasters, across jurisdictional boundaries and among federal, state, regional, and local organizations. Partner with Destination Management Organizations (DMOs), chambers of commerce, fire safe councils, cultural groups, outdoor recreation and stewardship groups, and local media to communicate in multiple languages and with digital media about closures, restrictions, smoke, and alternative facilities.
4. **Incorporate Sustainable Outdoor Recreation into the State Department of Conservation's Regional Forest Fire Capacity (RFFC) Program:** Incorporate the Key Actions from California's Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience into the RFFC Program, Regional Forums, and Regional Priority Plans being developed by RFFC Program Regional Block Grantees.
5. **Add Public Education to Forest Health Projects:** Forest health projects on public lands under state and federal funding programs will include a component to educate the public about the project's purpose, techniques, and impact on outdoor recreation opportunities. Education efforts will serve to promote public safety, minimize impacts to recreation user groups, and develop public support for the value of forest health projects, including prescribed fire.



## GOAL 1: Integrate Forest Health and Sustainable Outdoor Recreation

6. **Strengthen Partnerships Between Resource Conservation Districts or Other Appropriate Partners and Land Managers:** Where feasible, recreation land managers will enter into partnerships with Resource Conservation Districts and other appropriate land-management partner entities or authorities to support work including design, permitting, and construction for outdoor recreation facilities and trails and fuel reduction around communities (including fencing, water sources, etc.).
7. **Implement Multi-Benefit Projects in or Adjacent to the Wildland Urban Interface:** Implement projects in or adjacent to Wildland Urban Interface (WUI) areas that have joint wildfire risk reduction and outdoor recreation benefits, such as trails and campgrounds that can be used during fires as personnel and equipment staging areas. Where appropriate, conduct thinning, prescribed burns, and vegetation clearing around outdoor recreation infrastructure to make it more resilient to wildfire and to create defensible space for fire suppression. Within these project areas, create demonstration and interpretive areas incorporating TEK practices where people can recreate and learn about the benefits of prescribed fire and vegetation management.
8. **Design and Build Outdoor Recreation Infrastructure That Is Resilient to Climate Change and Wildfire:** Consider nature-based solutions to address climate change and wildfire risk considerations when designing, constructing, maintaining, and renovating outdoor recreation facilities. Where appropriate, relocate facilities away from floodplains, landslide areas, avalanche paths, or high-risk fire areas. Install multilingual signage identifying emergency egress and shelter-in-place protocols, and, where needed, develop additional access and evacuation points. Design and harden roads, trails, bridges, and outdoor recreation infrastructure to be fire resistant and resilient to natural disasters. When available, cross-train fire crews in sustainable trail construction to help in recovery of trails post-fire.
9. **Establish Permanent Fuel Breaks Proximate to Recreation Trails:** Where feasible and appropriate, develop permanent fuel breaks that cut across jurisdictional boundaries along or adjacent to recreation trails and infrastructure to achieve multiple wildfire risk reduction and response benefits. Locate fuel breaks near trails to provide access for prescribed fires and fire suppression. In wilderness areas, consider non-permanent fuel breaks to protect resources.
10. **Use Data to Prioritize Wildfire Risk Reduction Treatments in Outdoor Recreation Areas:** Assess community and outdoor recreation asset vulnerability through the use of data developed by the Task Force, such as Planscape, and the Key Working Group (California Recreation Opportunities GIS Map) to develop priorities for treatment around outdoor recreation areas based on likelihood of ignition and vulnerability to the impact of wildfire. In particular, focus prioritization of treatments adjacent to campgrounds, trails, and trailheads.





## GOAL 1: Integrate Forest Health and Sustainable Outdoor Recreation

11. **Create Wildfire Evacuation Plans for At-Risk Outdoor Recreation Areas:** In coordination with local government and using specific evacuation planning tools (e.g., Zonehaven and CAL FIRE's Evacuation Guide), outdoor recreation providers including park agencies, private resorts, and other entities will create, regularly update, and implement and maintain evacuation plans that identify assets and areas most at risk, and safe evacuation routes and staging areas for shelter-in-place.
12. **Create California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) Programmatic Exemptions/Exclusions for Recreation Trails Located Within Treatment Areas:** Create Categorical Exclusion(s) under NEPA, and Categorical Exemption(s) under CEQA, for recreation trails located within treatment areas that have already undergone previous environmental review.



John Rice, general manager of California's Sierra-at-Tahoe Resort, looks out from a burnt lift shack at ski runs burned by the Caldor Fire in 2021.

Credit: Katie Hunter, Sierra-at-Tahoe Resort



Leadership from the U.S. Forest Service, Sierra Nevada Conservancy, and CAL FIRE discuss the effect of vegetation treatment on burn severity during the Caldor Fire in 2021. Credit: John Wentworth



A photograph of a forest path. The path is made of reddish-brown mulch and wooden planks, winding through a dense forest. Large, moss-covered tree trunks are visible on the left, and lush green ferns and undergrowth line the path. The scene is brightly lit, suggesting a sunny day.

# GOAL 2:

**Advance Inclusion and Access  
For All Throughout California**





# ADVANCE INCLUSION AND ACCESS FOR ALL THROUGHOUT CALIFORNIA

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California and its partners must build upon and expand an inclusionary culture of sustainable outdoor recreation, promoting equitable access across California's public lands and waters that reflects the diversity of all peoples and the legacy of our Native American history, culture, and use. Inspired by the California Natural Resources Agency's Outdoors for All initiative, our work will strive to address long-standing environmental, social, and economic inequities in our society that have resulted in physical and societal barriers to outdoor recreation access for underserved and underrepresented residents. Improvements to outdoor recreation access, including planning, programming, and infrastructure, will be co-created with communities, forest health, and wildfire response partners and designed around community values to be resilient to increasingly frequent wildfires and natural disasters. Advancing equitable access will require a high level of engagement with underserved and underrepresented populations to prioritize and implement integrated outdoor recreation access and wildfire risk reduction, resiliency, and recovery actions that provide respite for these communities year-round and especially during times of disaster.



*Posing on a bridge along the Trillium Falls Trail in Redwood National and State Parks, CA. Credit: John Chao, Redwood National and State Parks*



## GOAL 2:

Plan for and provide a diversity of outdoor recreation opportunities to foster inclusive and equitable access for all Californians.

### KEY ACTIONS

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1. **Create Statewide School Programming:** Federal, state, and local agencies will engage and collaborate with the California Department of Education to develop place-based virtual and in-person programming that educates students about the value of outdoor recreation and natural resources, including topics such as Traditional Ecological Knowledge, responsible recreation, fire-prone landscapes, safety, and how to participate in stewardship projects.
2. **Create Interpretive, Historical, and Stewardship Educational Opportunities at Key Recreation Facilities:** Where feasible, create interpretive, historical, and stewardship education to educate the public at key outdoor recreation facilities across the state.
3. **Minimize Impact of Wildfire-Related Area and Facility Closures to Public Access and Recreational Use:** Target outdoor recreation site and area closures to the minimum area and time periods deemed appropriate to mitigate threats and minimize impact to the recreating public and commercial providers. Land managers should engage with relevant public and commercial recreation interests and DMOs on reopening plans, with a particular focus on addressing access concerns of underserved and underrepresented communities.
4. **Engage with Local Communities During Post-Fire Recovery Planning to Expedite the Resumption of Outdoor Recreation Access:** After fires, coordinate and engage with local communities on post-fire recovery plans, including activities aimed at expediting the return of public access. Within burned areas, prioritize forest health, hazard tree and vegetation removal near trails, slope stabilization around trails, and restoration of park and outdoor recreation facilities lost in wildfires. Where appropriate, utilize local workers, volunteers, conservation corps, or tribal capacity such as the Tiüvac'a'ai Tribal Conservation Corps to assist in post-fire restoration of outdoor recreation infrastructure and trails.
5. **Explore Creating an Online Outdoor Recreation Opportunities Resource:** Explore creating a one-stop online outdoor recreation resource for visitors to research local, regional, and state recreation opportunities based on interest and location. The online resource may contain information on how to prepare for visits to outdoor recreation areas, including information on responsible recreation, how to obtain permits, and what recreational uses are allowed. The resource may also serve as a multilingual communication tool to identify outdoor recreation facilities that are closed due to natural



## GOAL 2: Advance Inclusion and Access For All Throughout California

disasters or emergencies. Where possible, coordinate with existing information platforms that provide similar services. Alternatively, agencies may maintain a multi-jurisdictional, centralized map of outdoor recreation assets (campgrounds, trailheads, etc.) and link out to existing agency platforms for additional information from the land-management agency.

6. **Conduct a Multi-Agency Social Science Survey to Gauge the Current Needs of Outdoor Recreation Users:** State and federal land-management agencies will develop a simple methodology and conduct a joint statewide survey to identify current and emerging use and demand, barriers to outdoor access, and the desired critical outdoor recreation needs and uses of our communities, with a particular emphasis on underserved and underrepresented communities. The survey will be shared broadly with California's public-land managers and private outdoor recreation lands operators at all scales well in advance of survey implementation to encourage broad data collection across California's lands and communities. The survey will be designed to be repeatable over time and at different geographic scales.
7. **Develop Outdoor Recreation Infrastructure Across the State That Provides for a Diversity of Recreation Experiences:** Where a local community has identified a need for more outdoor recreation opportunities and uses, land-management agencies will look to collaborate and partner with the local community (counties, cities, towns, special districts) to plan for, fund, build, and maintain climate-resilient outdoor recreation infrastructure, facilities, and trail systems that will increase the diversity of recreation opportunities in that local community.





# GOAL 3:

**Promote The Health and Well-Being of All Californians Through Outdoor Recreation**





# PROMOTE THE HEALTH AND WELL-BEING OF ALL CALIFORNIANS THROUGH OUTDOOR RECREATION

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California and its partners are committed to providing outdoor recreation opportunities that nurture the mental, physical, spiritual, and emotional health and safety of all people while protecting our natural resources. Wildfires and other natural disasters can impede access to outdoor recreation at a time when people need it most for their well-being. To address this need for outdoor recreation opportunities before, during, and after natural disasters, we will communicate proactively with residents and visitors to promote the healthy enjoyment of outdoor recreation, inform people of where facilities are available, and apprise people of how to avoid smoke exposure and other risk factors. We will prioritize the development of resilient recreation opportunities that can function as alternative sites when other facilities are closed or inaccessible. The development of safe places to recreate is vitally important in ensuring safe access for all.



*Children play in the snow near California's Sierra-at-Tahoe. Credit: Brian Walker, Sierra-at-Tahoe*

### GOAL 3:

Provide health information, training, and alternative recreation opportunities that promote the health and well-being of all peoples, with consideration of people's needs before, during, and after wildfires and other natural disasters.

### KEY ACTIONS

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1. **Improve Air Quality Advisory Communication:** Refine existing air quality communication tools, such as the California Smoke Spotter Application (app) and EPA AirNow, so that more users are aware of the tools, information is available in multiple languages, and users are advised of preventative measures to reduce their exposure. Focus the awareness campaign and information on those who are more likely to be exposed to air quality impacts including smoke, such as outdoor recreation workers.



*Smoke from the Woolsey Fire in 2018, seen from Topanga, CA. Credit: Peter Buschmann, U.S. Forest Service*

2. **Train First Responders, Community Planners, and Outdoor Recreation Staff in Mental Health First Aid and Utilize Medical Reserve Corps and Similar Volunteer Groups to Provide Psychological Support During Disasters:** Create a state program to train all first responders, community planners, and outdoor recreation field staff in mental health first aid to support communities during and after wildfires and other natural disasters. Share models and best practices for how to utilize medically trained volunteers to provide psychological support during and after disasters.
3. **Build Partnerships Between the Health and Outdoor Recreation Sectors:** Pursue the environmental elements of the Health in All Policies approaches of the California Department of Public Health and the Centers for Disease Control and Prevention by creating and maintaining partnerships



between public health entities and the outdoor recreation sector. Partnerships will identify and seek to implement projects with co-benefits for health and outdoor recreation, such as prescriptions to spend time outdoors, smoke safety and extreme heat guidance, community-based planning of desirable park features and programs, or research to document the beneficial health impacts of local outdoor recreation projects. Partnerships will share best practices and lessons learned with public health and outdoor recreation professional forums.

4. **Increase Opportunities for Indoor Recreation:** Develop public, multi-use indoor recreation spaces that can offer recreation when smoke and wildfire affect the safety of outdoor recreation. These spaces can also be used as information hubs, libraries, cooling centers, Local Assistance Centers, shelters, or staging areas during emergencies.



Kayaking in an indoor pool can serve as a recreation opportunity during wildfire smoke events. Credit: County of Los Angeles Department of Parks and Recreation



A full-page background image showing a majestic mountain range under a clear blue sky. The mountains have sharp, jagged peaks with patches of snow. In the foreground, there is a large, rugged field of reddish-brown rocks. The lighting suggests it's either early morning or late afternoon, with long shadows.

# GOAL 4:

**Support Economies That Enhance  
Sustainable Outdoor Recreation**



# SUPPORT ECONOMIES THAT ENHANCE SUSTAINABLE OUTDOOR RECREATION

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Communities and their sustainable outdoor recreation economies enhance the physical, social, and economic vitality of California and, by nature of their dependence on public lands and waters, often play a critical role in ensuring that public lands and waters are maintained and resilient to climate change and wildfires. These communities are well positioned to provide safe, equitable, and inclusive access to outdoor recreation opportunities. Direct recreation spending, jobs, and tourism revenue contribute prominently to these forest and gateway communities. As has been increasingly demonstrated during the past decade, climate change and massive wildfires are having a devastating impact on our communities and their recreation economies. While wildfire risk reduction is key, more should be done to ensure that our recreation-based communities can respond and recover after wildfires and other natural disasters to support community resilience, economic vitality, and local jobs.



*Downtown Mariposa, CA, in close proximity to Yosemite National Park. Credit: Sylvia Matzkowiak, courtesy of the Yosemite Mariposa County Tourism Bureau*



## GOAL 4:

Foster and support robust and diversified economies that enhance sustainable outdoor recreation while investing in the resilience necessary to withstand the impact of climate change, wildfires, and other disasters.

## KEY ACTIONS

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1. **Build Sustainable Outdoor-Recreation-Based Economies:** Engage the regions of the state's Community Economic Resilience Fund (CERF), the Department of Conservation's Regional Forest and Fire Capacity (RFFC) Program, and other relevant programs to help communities transition to or enhance sustainable outdoor-recreation-based economies. Develop programs, projects, and stewardship opportunities to connect communities through recreation infrastructure and trail systems. Support the establishment of workforces for resource management, conservation, and outdoor recreation that support the economies of local connected communities.
2. **Support Fundamental Community Infrastructure:** Support planning and implementation of the fundamental infrastructure and services needed for outdoor-recreation-based economies, such as resilient and affordable housing and multi-modal transportation systems. Planning efforts may include regional baseline economic assessments to describe the businesses, industries, and workforce involved in outdoor recreation activities, and identify the strengths and deficiencies of outdoor recreation economies for rural development.
3. **Engage Communities Regarding Emergency Response and Land-Management Planning:** Engage chambers of commerce, fire safe councils, DMOs, counties, special districts, and cities and towns with land managers in emergency response planning and the creation of Community Wildfire Protection Plans. Engage with outdoor recreation groups to identify outdoor recreation assets and integrate them into emergency plans to increase the likelihood that these facilities will be protected and/or restored during a wildfire event. When possible, pre-plan roles and partnerships for communication and essential services for emergency responders (staging areas, food, lodging, etc.) that can be readily activated during disasters. Provide these plans to federal and state emergency responders during and post-fire.
4. **Create Post-Fire Educational and Marketing Materials:** Create and distribute multilingual educational materials and destination guides to encourage residents and visitors to return to outdoor recreation when it is safe. These materials will advise recreationists on allowable and responsible recreation activities and locations during active wildfire restoration and recovery. In addition, the materials will provide interpretive information on fire-adaptive ecosystems to educate the public on the impacts of fire.



#### GOAL 4: Support Economies That Enhance Sustainable Recreation

5. **Provide Technical Assistance to Local Businesses:** To help navigate and access disaster assistance programs, provide technical assistance to local businesses following wildfire and other natural disasters in rural and low-income outdoor recreation economies.
6. **Conduct Post-Fire Economic Studies:** Conduct economic studies in communities that have experienced wildfire, including analyses of lost revenue and tourism-related income based on data gathered before, during, and after wildfire events.
7. **Develop Post-Fire Insurance Program for the Outdoor Recreation Economy:** Include outdoor-recreation-based businesses and events in the development and administration of post-wildfire insurance programs that are both attainable and affordable.
8. **Evaluate Existing Telecommunications Infrastructure and Perform Upgrades:** Conduct a review of existing telecommunications infrastructure on public lands and prioritize upgrades and/or replacements to ensure that communications in affected communities remain active and accessible during a wildfire.



UTVs compete at the King of Hammers event in California's Johnson Valley OHV Area. ATVing and recreational motorcycling generated \$8 billion in GDP nationally in 2021, according to the Bureau of Economic Analysis. Credit: Bureau of Land Management





# POLICY & CONTEXT



## STATE & FEDERAL POLICIES



The Annual Pheasant Hunt at the Sacramento River Bend Outstanding Natural Area, CA, where youth and women can learn safe hunting techniques and traditional practices. Credit: Eric Coulter, Bureau of Land Management



Fisheries and recreation employees teach local third-graders to fish on Kids Fishing Day at Shasta Lake, CA. Credit: U.S. Forest Service

The following section describes the state and federal policies that authorized, inspired, and guided the creation of this Joint Strategy.

In 2018, the Governor's California Forest Management Task Force, comprising key agencies, stakeholders, and partners, was established to introduce a more holistic, integrated approach toward effective forest management. The California Forest Management Task Force's purpose was to develop a framework for establishing healthy and resilient forests that can withstand and adapt to wildfire, drought, and a changing climate.

In 2020, the state of California and the U.S. Forest Service Pacific Southwest Region entered into the Agreement for Shared Stewardship of California's Forest and Rangelands (Shared Stewardship Agreement). The California Forest Management Task Force, since renamed the California Wildfire and Forest Resilience Task Force (Task Force), released the California Wildfire and Forest Resilience Action Plan (Action Plan) in 2021 to serve as a road map for implementing the Shared Stewardship Agreement and for aligning the state's efforts with other federal, regional, local, tribal, and private organizations. The reconstituted Task Force convened in the spring of 2021 to develop strategies to implement the Action Plan.

Also in 2020, the Mammoth Lakes Trails and Public Access Foundation (MLTPA) convened an advisory committee of governmental and nongovernmental organizations (including the state of California and the U.S. Forest Service) to develop objectives for sustainable outdoor recreation as part of the white paper CALREC Vision: Cross-Jurisdictional Collaboration to Advance Sustainable Outdoor Recreation in California, which was published in January 2021. The map later in this section shows MLTPA's analysis of outdoor recreation lands identified by land-management agency throughout the state.

In 2022, the Pacific Southwest Region of the U.S. Forest Service named "Visitor Experiences and Public Access" as one of three strategic priorities. The Pacific Southwest Region aims to "[ensure] that all those who set foot on National Forest System lands feel welcomed and have broad opportunities to recreate in sustainable ways."

Within both the Shared Stewardship Agreement and the Action Plan, there are action items that describe the need to integrate sustainable outdoor recreation and enhanced access to recreation resources into forest resilience and wildfire planning efforts across California. To address this need, the Task Force tapped the USFS, the state of California, and MLTPA to form the Sustainable Recreation/CALREC Vision Leadership Team. The Leadership Team subsequently convened and facilitated the Sustainable Recreation/CALREC Vision Key Working Group to begin work on these action items.

Consistent with Action 7 of the Shared Stewardship Agreement, the Key Working Group has worked under Goal 3 of the Action Plan ("Manage Forests to Achieve the State's Economic and Environmental Goals"), specifically focusing on Key Actions 3.13 and 3.14. These Key Actions are as follows:

**Key Action 3.13** – Update Statewide Comprehensive Outdoor Recreation Plan (SCORP): In 2021, CNRA, in coordination with State Parks, will update the Statewide Comprehensive Outdoor Recreation Plan (SCORP). The SCORP will provide a comprehensive framework and investment strategy, emphasizing equitable access to underserved communities and rural recreation-dependent communities.

**Key Action 3.14** – Develop Joint Strategy to Improve Access to Sustainable Recreation: In accordance with the Shared Stewardship Agreement, the USFS will coordinate the development of a joint strategy to improve access to sustainable recreation.



“Land-management agencies and their outdoor recreation partners work with the knowledge that increased resource impacts, uncertain public funding, and rising recreation demand are becoming ‘the new normal’ for California. With this in mind, collaboration by willing partners across jurisdictions to achieve the environmental, economic, and social benefits of sustainable outdoor recreation in California is essential.”

– CALREC Vision: Cross-Jurisdictional Collaboration to Advance Sustainable Outdoor Recreation in California” MLTPA, 2020



Outdoor recreation lands in California per federal and state land-management and relevant state agencies. Credit: “CALREC Vision: Cross-Jurisdictional Collaboration to Advance Sustainable Outdoor Recreation in California” MLTPA, 2020



# SUPPORTING DOCUMENTS AND POLICIES

While not exhaustive, the following documents, along with brief summaries of each, were identified by the Leadership Team as foundational to the Joint Strategy.

**Agreement for Shared Stewardship of California’s Forest and Rangelands between the State of California and the USDA, Forest Service Pacific Southwest Region (2020, page 7)** In Action 7 of the Shared Stewardship Agreement, the state and USFS commit to improving access to sustainable recreation by fostering opportunities that better serve California’s diverse populations.

**CALREC Vision: Cross-Jurisdictional Collaboration to Advance Sustainable Outdoor Recreation in California (MLTPA, 2021)** The CALREC Vision white paper emphasizes the importance of developing a common vision for sustainable outdoor recreation among multi-jurisdictional partners through cross-jurisdictional collaboration. Local, state, and federal agencies have the opportunity to coordinate goals, resources, and messaging around sustainable outdoor recreation to reduce operational inefficiencies and benefit the public.



Before and after photos of an outdoor amphitheater at California’s Big Basin Redwoods State Park, which burned during the CZU Complex Fire in 2020.  
Before photo credit: Allie Caulfield. After photo credit: Cal OES



**Executive Department, State of California, Executive Order N-82-20 (2020, pages 2–3)** This executive order, signed in 2020, directs the California Natural Resources Agency and other relevant state agencies to develop methods to conserve 30% of state lands and waters by 2030 while expanding equitable outdoor access and recreation for all Californians. The order directs state agencies to engage with diverse recreation communities, establish the Biodiversity Collaborative, support efforts to conserve 30% of the state’s land and coastal waters by 2030, and expand equitable access and recreation for all Californians.

**U.S. Forest Service, USDA, Connecting People with America’s Great Outdoors: A Framework for Sustainable Recreation (2010)** The Framework outlines the opportunities and challenges in providing sustainable outdoor recreation opportunities for the public. The USFS sets goals of: (a) offering diverse outdoor recreation opportunities in partnership with local communities and providers, (b) protecting natural, cultural, and scenic resources, and (c) strengthening sound and sustainable processes. The Framework provides guiding principles that connect people with natural and cultural heritage, promote a healthy lifestyle, embody sustainability in all programs, prioritize community engagement, recognize National Forests and Grasslands as part of a larger interconnected landscape that includes communities, and integrate recreation into the larger agency mission.

**Conserving and Restoring America the Beautiful (2021)** This report responds to the 2021 Executive Order 14008, Tackling the Climate Crisis at Home and Abroad, recommending steps that the United States should take in partnership to achieve the goal of conserving at least 30% of lands and waters by 2030. The report recommends conserving lands and waters for the benefit of all people and expanding access to sustainable outdoor recreation.



Enjoying redwood trees at Big Basin Redwoods State Park, CA. Credit: Allie Caulfield



## CURRENT TRENDS & NEEDS

Outdoor recreation connects people with nature while improving their overall health and quality of life. Following years of steady increases in the number of outdoor recreationists, COVID-19 pandemic shutdowns resulted in a surge of outdoor recreational use of public lands and waters. The increased demand for outdoor recreation benefits local economies that depend on recreation for jobs, economic output, sense of place, and quality of life. However, the increased number of outdoor recreationists necessitates more resources for user support, natural resource management, and wildfire risk reduction. The following section summarizes findings of recent studies that focus on trends in outdoor recreation and its social, economic, and environmental effects on communities.

## OUTDOOR RECREATION PARTICIPATION

Demand for outdoor recreation is at an all-time high. As of 2021, approximately half of all adults across the United States participate in outdoor recreation on at least a monthly basis. About 20% of participants may be new to outdoor recreation since the start of the pandemic (Taff et al., 2021). The number of outdoor recreationists is expected to hold steady in the near term, as people who tried outdoor recreation for the first time in 2020 have continued to participate in 2021 (Outdoor Foundation, 2022). In national surveys, nine in 10 people express support for outdoor recreation and local parks, agreeing that outdoor recreation access is a very important factor when choosing a place to live and that outdoor recreation is an important service provided by their local government (National Recreation and Park Association, 2022).



*Admiring wildflowers along California's Pacific Crest National Scenic Trail.*

*Credit: Bob Wick, Bureau of Land Management*

Wildfires can have a range of effects on participation in outdoor recreation activities, depending on the location and severity of the fire and smoke. Recreationists may avoid areas with active fires, instead choosing to visit nearby areas with lower wildfire and smoke impacts. However, some people may visit areas that have experienced recent low-severity fires or prescribed burns, perhaps out of habit or curiosity (Miller et al., 2022). Popular recreation areas can experience the return of near-typical demand for recreation soon after a wildfire (White et al., 2020). The cross-jurisdictional nature of wildfire, along with increasing demand for outdoor recreation, emphasizes the need for collaborative adaptation and management strategies such as those outlined in the Key Actions of this Joint Strategy.

# OUTDOOR RECREATION AND THE ECONOMY

Outdoor recreation provides significant benefits to California's economy. According to the Bureau of Economic Analysis, outdoor recreation provided \$54.7 billion to California's gross domestic product (GDP) in 2021, making California the state with the largest outdoor recreation economy in the nation. In addition, California ranked first in the nation for outdoor recreation jobs and compensation in 2021, with 517,238 jobs and \$28.3 billion in compensation (Bureau of Economic Analysis, U.S. Department of Commerce, 2022). Outdoor recreation in the USFS Pacific Southwest Region provided people with \$1.8 billion in well-being value (adapted from Rosenberger et al., 2017).



*The Woolsey Fire burns near the coast in 2018 in Los Angeles and Ventura counties, prompting smoke advisories in Los Angeles, Ventura, Orange, Riverside, and San Bernardino counties. Credit: Peter Buschmann, U.S. Forest Service*

Outdoor recreation businesses and amenities have a positive effect on rural economies. Research shows that rural counties with outdoor recreation amenities have gained population, while those without recreation amenities have lost population (Headwaters Economics, 2019). Outdoor recreation often bolsters entire economies of rural places by attracting entrepreneurs, new businesses, health care professionals, construction workers, and retail employees (Headwaters Economics, 2018).

Despite the economic benefits of recreation across California, including the rapid rise in recreation use that has benefitted the state's overall economy, there are many communities affected by wildfires that have yet to recover economically to pre-fire recreation levels. While there is sparse data in California regarding the economic impact of wildfires on these communities, a 2019 study in Utah estimated that wildfires caused \$2.7 to \$4.5 million in regional economic loss from visitation per year at national parks in Utah. The losses were greatest in rural, tourism-dependent counties (Kim & Jakus, 2019). California gateway community economies may be similarly affected by wildfires. The need to quantify the economic impacts of wildfires on communities in California is identified as a Key Action in this Joint Strategy.

# OUTDOOR RECREATION AND ATTITUDES TOWARD THE ENVIRONMENT

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Children and adults who spend more time outside feel more connected to nature and demonstrate greater pro-environmental attitudes and behaviors (DeVillie et al., 2021). More specifically, people who engage in nature-based outdoor recreation activities report greater recognition of the threat of climate change and greater support for climate policies (Knight & Hao, 2022). Thus, access to sustainable outdoor recreation, and to places and programs to connect with nature, are critical to promoting concern for environmental resilience in the face of climate change and other human-related environmental stressors. Outdoor recreation is a primary setting where people can foster a love of the environment and a desire to protect it.



*Planting seedlings on the beach at California's Monterey Bay National Marine Sanctuary. Credit: Nick Zachar, National Oceanic and Atmospheric Administration*

However, outdoor recreation can pose wildfire risks. From 1992 to 2012, humans ignited the majority of wildfires in the state, creating more fires, extending the length of the typical fire season, and burning more acres than naturally occurring fires (Balch et al., 2017). While it is not known how many of these wildfires were recreation related, the need to create a system of sustainable recreation that mitigates the increasing risk of wildfires has never been more apparent.



# CASE STUDIES





# CASE STUDIES

## SIERRA BUTTES TRAIL STEWARDSHIP: CONNECTED COMMUNITIES

The goal of Sierra Buttes Trail Stewardship is to revitalize the communities of the Lost Sierra by building and maintaining a trail system that connects the communities to each other.

The economy of the Lost Sierra region was built over the last century around mining and logging operations in Plumas, Sierra, Butte, Lassen, and Nevada counties. With those industries largely gone from the region, Greg Williams, executive director of Sierra Buttes Trail Stewardship, recognized the opportunity to create a resilient recreation and tourism economy by restoring and adding to historic mining and logging routes to form a sustainable trail system. In 2003, Williams founded Sierra Buttes Trail Stewardship, a 501(c)(3) nonprofit with the mission of developing and maintaining trails, creating sustainable-wage local jobs, and providing community members and visitors with access to world-class sustainable outdoor recreation.

Sierra Buttes Trail Stewardship's current focus is the Connected Communities Project, which includes the Lost Sierra Route proposal, a 600-mile multi-use trail network linking 15 mountain community downtowns with the surrounding public lands. This ambitious trail planning and construction effort is taking place across California's Plumas, Sierra, Butte, Lassen, and Nevada counties, as well as Washoe County in Nevada. To date, the organization has succeeded in building 125 miles of new trails and maintaining an additional 1,600 miles of existing trails. Sierra Buttes Trail Stewardship employed 72 people in 2021 and has contributed 102,993 trail volunteer hours in total, mostly on federal public land. Their success would not be possible without robust partnerships with the Tahoe, Plumas, Humboldt-Toiyabe, and Lassen national forests and all of the counties, cities, and citizen-led nongovernmental groups in the region.

On July 13, 2021, the Dixie Fire broke out, tearing through Butte, Plumas, Lassen, Shasta, and Tehama counties over 103 days. The fire grew to be the second largest wildfire in California history, at nearly 1 million acres. By the time it was contained, the Dixie Fire had destroyed the town of Greenville and burned two-thirds of the national forestland in the Lost Sierra.



Since the fire, Sierra Buttes Trail Stewardship has seen its role in the region as providing the reason people will want to stay in, rebuild, and visit the communities of the Lost Sierra. The organization is back at work restoring and building trails and hosting festivals for residents and visitors. They realized that the trails they build may help reduce the risk of future catastrophic wildfire by serving as fire breaks and access points for vegetation management. Sustainable outdoor recreation will be the keystone in the recovery of these communities. Sierra Buttes Trail Stewardship is leading the way.

Learn more about Sierra Buttes Trail Stewardship at [sierratrails.org](https://sierratrails.org)

## FIRE FOUNDRY

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The FIRE Foundry's mission is to recruit, train, and deploy a local firefighting and civic service workforce that increases diversity, equity, inclusion, and belonging in the fire prevention and firefighting field in Marin County. Launched in 2022, the FIRE Foundry applies a learning-while-earning model that allows participants to explore career interests, learn from a tailored college curriculum, and apply emerging fire technologies while providing financial stability for its participants. FIRE Foundry crews train in firefighting, fire prevention, and vegetation management in the Wildland Urban Interface (WUI) areas of Marin County. Their work protects open spaces, parklands, recreation facilities, water supply and energy infrastructure, homes, and businesses.

The FIRE Foundry is a collaboration between community colleges, leading universities, community organizations, and Marin County Fire to tackle the fundamental challenges of developing a diverse workforce that will work to protect communities from catastrophic wildfire and conserve the environment. The FIRE Foundry collaborates with community partners to recruit young adults from underserved communities and backgrounds traditionally underrepresented in fire-related careers.

The FIRE Foundry offers sustainable wages and wraparound services to participants, including childcare, mental health and wellness support, food, housing, mentorship, peer-to-peer community engagement, and coaching. These wraparound services are incorporated to ensure that systemic barriers are not a factor in firefighting career paths and the upward economic mobility of FIRE Foundry participants, their families, and their communities. FIRE Foundry's ultimate goal is to provide new career pathways to fire and conservation service and dismantle barriers that perpetuate poverty in local communities.

The FIRE Foundry organization is comprised of three programs: an education program, a work experience program, and a support services program. Recruits are onboarded into FIRE Foundry based on whether they are entry-level participants (not currently EMT certified) or advanced-level participants (have already



completed EMT certification). For the work experience program, Conservation Corps North Bay (CCNB) is the primary employment partner for FIRE Foundry and employs roughly 180 corps members on vegetation management and clearance crews each year. CCNB crews are representative of the communities they are serving, and thus have greater insight into the community-specific fire prevention, education, and response needs. Of CCNB's FIRE Foundry recruits, 73% were unemployed on entry to their program, and 99% lived in low-income households. In addition, over 80% identify as races and ethnicities traditionally underrepresented in fire services in Marin County and California. If recruits meet the advanced-level qualification, they are eligible to apply for other work experience options such as Marin County dispatch, defensible space, and others. For the education program, the College of Marin (COM) is the primary partner for the FIRE Foundry and provides classes specifically catered to FIRE Foundry participants as they prepare for prerequisites for Fire Academy. COM not only caters its curriculum for the community served in the program, but also provides educational services such as counseling, tutoring, and other wraparound support for the participants to be successful.

With the opportunity of paid internships, different phases of recruits (entry level and advanced), and wraparound services, FIRE Foundry participants can navigate different phases of their career path into fire service. Each program within the Foundry is built as a year-long program. However, if individuals need more time to complete classes, transition to the next phase, or navigate other hurdles, they can apply for extensions to foster smoother transitions to their next steps.

All FIRE Foundry participants are supported through a financial aid application process to provide educational assistance, financial wellness workshops, and living wages during the program. Cohorts start in January and applications open in September. Positions will be filled on an as-needed basis after January.

Learn more about FIRE Foundry by visiting [firefoundry.org](https://firefoundry.org)



## LOS ANGELES COUNTY DEPARTMENT OF PARKS AND RECREATION: OVERNIGHT FAMILY CAMPING PROGRAM

In the first phase of the COVID-19 pandemic, more people than ever before looked to the outdoors as a safe place to relax, exercise, and spend time with family. There was a surge of interest in camping at a time when many state and federal campgrounds limited their capacity or shut down entirely to minimize staff and visitors' exposure to the virus or to mitigate wildfire risk.

In 2021, realizing that residents needed more access to camping, the County of Los Angeles Department of Parks and Recreation (the Department) launched a supervised Overnight Family Camping program. Initially run as a pilot, the program has proven to be immensely popular. In the summer of 2022, more than 16,000 participants spent nights under the stars at Frank G. Bonelli Regional Park, Castaic Lake State Recreation Area, Kenneth Hahn State Recreation Area, Santa Fe Dam Recreation Area, and Whittier Narrows Recreation Area. The Department selected these locations to be geographically dispersed throughout Los Angeles County, making camping accessible close to home. In addition to camping access, the program offers family-friendly activities including fishing, night hikes, live animal ambassadors, kayaking, and biking. There are program staff available on site to help first-time campers learn basic camping skills. Recreation staff and security personnel interact with participants throughout the entire experience, ensuring the program is fun and safe.

The Overnight Camping Program provides an excellent opportunity for families to enjoy outdoor fun and learn new skills close to home.

To learn more about the program, please visit [parks.lacounty.gov](https://parks.lacounty.gov)





# APPENDIX & BIBLIOGRAPHY



# APPENDIX

## DEFINITIONS

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**Multi-benefit project:** The Joint Strategy effort shares the definition of “multi-benefit project” from the Department of Conservation’s Regional Forest and Fire Capacity Program (RFFC): “A project or activity which, by virtue of integrated design and planning, provides direct benefits to multiple local, regional, state, and federal strategic objectives. Multi-benefit wildfire and forest resilience projects can impact social, economic, and ecological outcomes, including social and cultural well-being, protecting and restoring tribal resources and practices, enhancing water security, forest resilience, biodiversity, workforce development, outdoor recreation and access, and carbon sequestration” (State of California Department of Conservation, 2022).

**Sustainable outdoor recreation:** The Joint Strategy effort shares the definition of “sustainable outdoor recreation” from the U.S. Forest Service Pacific Southwest Region Sustainable Outdoor Recreation Collaborative: “Outdoor recreational opportunities and activities that are practiced responsibly such that impacts are minimized, manageable, and mitigable over time, and meet the evolving needs of present and future generations.”

**Wildfire and forest resilience:** The Joint Strategy effort shares the definition of “wildfire and forest resilience” from the Department of Conservation’s Regional Forest and Fire Capacity Program (RFFCP): “Wildfire and forest resilience refers broadly to social and ecological resilience of landscapes, communities, and resources to wildfire and related disturbances and stresses exacerbated by climate change. Social and ecological dynamics are connected and inherent to forests and communities, including but not limited to biodiversity, water quality, cultural resources, recreation, and forest related economies” (State of California Department of Conservation, 2022).



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## PHOTO CREDITS

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Page 44:	Mammoth Lakes Trail System
Page 49:	CAL FIRE





**CALIFORNIA'S JOINT STRATEGY  
FOR SUSTAINABLE OUTDOOR  
RECREATION & WILDFIRE RESILIENCE**

**DECEMBER 2022**





CALIFORNIA  
WILDFIRE  
& FOREST  
RESILIENCE  
TASK FORCE

**CALIFORNIA'S JOINT STRATEGY  
FOR SUSTAINABLE OUTDOOR  
RECREATION & WILDFIRE RESILIENCE**



**PREPARED FOR THE CALIFORNIA WILDFIRE  
AND FOREST RESILIENCE TASK FORCE  
DECEMBER 12, 2022**





## GOAL 1:

Integrate the provision of high-quality, sustainable outdoor recreation opportunities with forest health and resilience and wildfire and climate mitigation efforts so that all people can connect to the benefits and wonders of the natural world.

## KEY ACTIONS

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1. **Maintain Public Access as the Climate Changes:** Develop climate-smart best practices toolkits and resources to be used by land-management organizations for programs and projects associated with forest and wildland health, vegetation management, transportation, and visitor use that enhance public access to outdoor recreation on public lands and waters as the climate changes.
2. **Develop Educational Materials Targeted at Reducing the Human Causes of Ignition:** Create and distribute educational materials in multiple languages targeting human causes of ignition of wildfires.
3. **Develop Integrated Communications Systems:** Establish integrated and standardized communication systems to provide consistent information to the public about forest health projects, and wildfires and other natural disasters, across jurisdictional boundaries and among federal, state, regional, and local organizations. Partner with Destination Management Organizations (DMOs), chambers of commerce, fire safe councils, cultural groups, outdoor recreation and stewardship groups, and local media to communicate in multiple languages and with digital media about closures, restrictions, smoke, and alternative facilities.
4. **Incorporate Sustainable Outdoor Recreation into the State Department of Conservation's Regional Forest Fire Capacity (RFFC) Program:** Incorporate the Key Actions from California's Joint Strategy for Sustainable Outdoor Recreation and Wildfire Resilience into the RFFC Program, Regional Forums, and Regional Priority Plans being developed by RFFC Program Regional Block Grantees.
5. **Add Public Education to Forest Health Projects:** Forest health projects on public lands under state and federal funding programs will include a component to educate the public about the project's purpose, techniques, and impact on outdoor recreation opportunities. Education efforts will serve to promote public safety, minimize impacts to recreation user groups, and develop public support for the value of forest health projects, including prescribed fire.





## GOAL 1: Integrate Forest Health and Sustainable Outdoor Recreation

6. **Strengthen Partnerships Between Resource Conservation Districts or Other Appropriate Partners and Land Managers:** Where feasible, recreation land managers will enter into partnerships with Resource Conservation Districts and other appropriate land-management partner entities or authorities to support work including design, permitting, and construction for outdoor recreation facilities and trails and fuel reduction around communities (including fencing, water sources, etc.).
7. **Implement Multi-Benefit Projects in or Adjacent to the Wildland Urban Interface:** Implement projects in or adjacent to Wildland Urban Interface (WUI) areas that have joint wildfire risk reduction and outdoor recreation benefits, such as trails and campgrounds that can be used during fires as personnel and equipment staging areas. Where appropriate, conduct thinning, prescribed burns, and vegetation clearing around outdoor recreation infrastructure to make it more resilient to wildfire and to create defensible space for fire suppression. Within these project areas, create demonstration and interpretive areas incorporating TEK practices where people can recreate and learn about the benefits of prescribed fire and vegetation management.
8. **Design and Build Outdoor Recreation Infrastructure That Is Resilient to Climate Change and Wildfire:** Consider nature-based solutions to address climate change and wildfire risk considerations when designing, constructing, maintaining, and renovating outdoor recreation facilities. Where appropriate, relocate facilities away from floodplains, landslide areas, avalanche paths, or high-risk fire areas. Install multilingual signage identifying emergency egress and shelter-in-place protocols, and, where needed, develop additional access and evacuation points. Design and harden roads, trails, bridges, and outdoor recreation infrastructure to be fire resistant and resilient to natural disasters. When available, cross-train fire crews in sustainable trail construction to help in recovery of trails post-fire.
9. **Establish Permanent Fuel Breaks Proximate to Recreation Trails:** Where feasible and appropriate, develop permanent fuel breaks that cut across jurisdictional boundaries along or adjacent to recreation trails and infrastructure to achieve multiple wildfire risk reduction and response benefits. Locate fuel breaks near trails to provide access for prescribed fires and fire suppression. In wilderness areas, consider non-permanent fuel breaks to protect resources.
10. **Use Data to Prioritize Wildfire Risk Reduction Treatments in Outdoor Recreation Areas:** Assess community and outdoor recreation asset vulnerability through the use of data developed by the Task Force, such as Planscape, and the Key Working Group (California Recreation Opportunities GIS Map) to develop priorities for treatment around outdoor recreation areas based on likelihood of ignition and vulnerability to the impact of wildfire. In particular, focus prioritization of treatments adjacent to campgrounds, trails, and trailheads.



## GOAL 1: Integrate Forest Health and Sustainable Outdoor Recreation

11. **Create Wildfire Evacuation Plans for At-Risk Outdoor Recreation Areas:** In coordination with local government and using specific evacuation planning tools (e.g., Zonehaven and CAL FIRE's Evacuation Guide), outdoor recreation providers including park agencies, private resorts, and other entities will create, regularly update, and implement and maintain evacuation plans that identify assets and areas most at risk, and safe evacuation routes and staging areas for shelter-in-place.
12. **Create California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) Programmatic Exemptions/Exclusions for Recreation Trails Located Within Treatment Areas:** Create Categorical Exclusion(s) under NEPA, and Categorical Exemption(s) under CEQA, for recreation trails located within treatment areas that have already undergone previous environmental review.



John Rice, general manager of California's Sierra-at-Tahoe Resort, looks out from a burnt lift shack at ski runs burned by the Caldor Fire in 2021.

Credit: Katie Hunter, Sierra-at-Tahoe Resort



Leadership from the U.S. Forest Service, Sierra Nevada Conservancy, and CAL FIRE discuss the effect of vegetation treatment on burn severity during the Caldor Fire in 2021. Credit: John Wentworth

## GOAL 2:

Plan for and provide a diversity of outdoor recreation opportunities to foster inclusive and equitable access for all Californians.

### KEY ACTIONS

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1. **Create Statewide School Programming:** Federal, state, and local agencies will engage and collaborate with the California Department of Education to develop place-based virtual and in-person programming that educates students about the value of outdoor recreation and natural resources, including topics such as Traditional Ecological Knowledge, responsible recreation, fire-prone landscapes, safety, and how to participate in stewardship projects.
2. **Create Interpretive, Historical, and Stewardship Educational Opportunities at Key Recreation Facilities:** Where feasible, create interpretive, historical, and stewardship education to educate the public at key outdoor recreation facilities across the state.
3. **Minimize Impact of Wildfire-Related Area and Facility Closures to Public Access and Recreational Use:** Target outdoor recreation site and area closures to the minimum area and time periods deemed appropriate to mitigate threats and minimize impact to the recreating public and commercial providers. Land managers should engage with relevant public and commercial recreation interests and DMOs on reopening plans, with a particular focus on addressing access concerns of underserved and underrepresented communities.
4. **Engage with Local Communities During Post-Fire Recovery Planning to Expedite the Resumption of Outdoor Recreation Access:** After fires, coordinate and engage with local communities on post-fire recovery plans, including activities aimed at expediting the return of public access. Within burned areas, prioritize forest health, hazard tree and vegetation removal near trails, slope stabilization around trails, and restoration of park and outdoor recreation facilities lost in wildfires. Where appropriate, utilize local workers, volunteers, conservation corps, or tribal capacity such as the Tiüvac'a'ai Tribal Conservation Corps to assist in post-fire restoration of outdoor recreation infrastructure and trails.
5. **Explore Creating an Online Outdoor Recreation Opportunities Resource:** Explore creating a one-stop online outdoor recreation resource for visitors to research local, regional, and state recreation opportunities based on interest and location. The online resource may contain information on how to prepare for visits to outdoor recreation areas, including information on responsible recreation, how to obtain permits, and what recreational uses are allowed. The resource may also serve as a multilingual communication tool to identify outdoor recreation facilities that are closed due to natural



## GOAL 2: Advance Inclusion and Access For All Throughout California

disasters or emergencies. Where possible, coordinate with existing information platforms that provide similar services. Alternatively, agencies may maintain a multi-jurisdictional, centralized map of outdoor recreation assets (campgrounds, trailheads, etc.) and link out to existing agency platforms for additional information from the land-management agency.

6. **Conduct a Multi-Agency Social Science Survey to Gauge the Current Needs of Outdoor Recreation Users:** State and federal land-management agencies will develop a simple methodology and conduct a joint statewide survey to identify current and emerging use and demand, barriers to outdoor access, and the desired critical outdoor recreation needs and uses of our communities, with a particular emphasis on underserved and underrepresented communities. The survey will be shared broadly with California's public-land managers and private outdoor recreation lands operators at all scales well in advance of survey implementation to encourage broad data collection across California's lands and communities. The survey will be designed to be repeatable over time and at different geographic scales.
7. **Develop Outdoor Recreation Infrastructure Across the State That Provides for a Diversity of Recreation Experiences:** Where a local community has identified a need for more outdoor recreation opportunities and uses, land-management agencies will look to collaborate and partner with the local community (counties, cities, towns, special districts) to plan for, fund, build, and maintain climate-resilient outdoor recreation infrastructure, facilities, and trail systems that will increase the diversity of recreation opportunities in that local community.





### GOAL 3:

Provide health information, training, and alternative recreation opportunities that promote the health and well-being of all peoples, with consideration of people's needs before, during, and after wildfires and other natural disasters.

## KEY ACTIONS

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1. **Improve Air Quality Advisory Communication:** Refine existing air quality communication tools, such as the California Smoke Spotter Application (app) and EPA AirNow, so that more users are aware of the tools, information is available in multiple languages, and users are advised of preventative measures to reduce their exposure. Focus the awareness campaign and information on those who are more likely to be exposed to air quality impacts including smoke, such as outdoor recreation workers.



*Smoke from the Woolsey Fire in 2018, seen from Topanga, CA. Credit: Peter Buschmann, U.S. Forest Service*

2. **Train First Responders, Community Planners, and Outdoor Recreation Staff in Mental Health First Aid and Utilize Medical Reserve Corps and Similar Volunteer Groups to Provide Psychological Support During Disasters:** Create a state program to train all first responders, community planners, and outdoor recreation field staff in mental health first aid to support communities during and after wildfires and other natural disasters. Share models and best practices for how to utilize medically trained volunteers to provide psychological support during and after disasters.
3. **Build Partnerships Between the Health and Outdoor Recreation Sectors:** Pursue the environmental elements of the Health in All Policies approaches of the California Department of Public Health and the Centers for Disease Control and Prevention by creating and maintaining partnerships

between public health entities and the outdoor recreation sector. Partnerships will identify and seek to implement projects with co-benefits for health and outdoor recreation, such as prescriptions to spend time outdoors, smoke safety and extreme heat guidance, community-based planning of desirable park features and programs, or research to document the beneficial health impacts of local outdoor recreation projects. Partnerships will share best practices and lessons learned with public health and outdoor recreation professional forums.

4. **Increase Opportunities for Indoor Recreation:** Develop public, multi-use indoor recreation spaces that can offer recreation when smoke and wildfire affect the safety of outdoor recreation. These spaces can also be used as information hubs, libraries, cooling centers, Local Assistance Centers, shelters, or staging areas during emergencies.



Kayaking in an indoor pool can serve as a recreation opportunity during wildfire smoke events. Credit: County of Los Angeles Department of Parks and Recreation

## GOAL 4:

Foster and support robust and diversified economies that enhance sustainable outdoor recreation while investing in the resilience necessary to withstand the impact of climate change, wildfires, and other disasters.

## KEY ACTIONS

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1. **Build Sustainable Outdoor-Recreation-Based Economies:** Engage the regions of the state's Community Economic Resilience Fund (CERF), the Department of Conservation's Regional Forest and Fire Capacity (RFFC) Program, and other relevant programs to help communities transition to or enhance sustainable outdoor-recreation-based economies. Develop programs, projects, and stewardship opportunities to connect communities through recreation infrastructure and trail systems. Support the establishment of workforces for resource management, conservation, and outdoor recreation that support the economies of local connected communities.
2. **Support Fundamental Community Infrastructure:** Support planning and implementation of the fundamental infrastructure and services needed for outdoor-recreation-based economies, such as resilient and affordable housing and multi-modal transportation systems. Planning efforts may include regional baseline economic assessments to describe the businesses, industries, and workforce involved in outdoor recreation activities, and identify the strengths and deficiencies of outdoor recreation economies for rural development.
3. **Engage Communities Regarding Emergency Response and Land-Management Planning:** Engage chambers of commerce, fire safe councils, DMOs, counties, special districts, and cities and towns with land managers in emergency response planning and the creation of Community Wildfire Protection Plans. Engage with outdoor recreation groups to identify outdoor recreation assets and integrate them into emergency plans to increase the likelihood that these facilities will be protected and/or restored during a wildfire event. When possible, pre-plan roles and partnerships for communication and essential services for emergency responders (staging areas, food, lodging, etc.) that can be readily activated during disasters. Provide these plans to federal and state emergency responders during and post-fire.
4. **Create Post-Fire Educational and Marketing Materials:** Create and distribute multilingual educational materials and destination guides to encourage residents and visitors to return to outdoor recreation when it is safe. These materials will advise recreationists on allowable and responsible recreation activities and locations during active wildfire restoration and recovery. In addition, the materials will provide interpretive information on fire-adaptive ecosystems to educate the public on the impacts of fire.





#### GOAL 4: Support Economies That Enhance Sustainable Recreation

5. **Provide Technical Assistance to Local Businesses:** To help navigate and access disaster assistance programs, provide technical assistance to local businesses following wildfire and other natural disasters in rural and low-income outdoor recreation economies.
6. **Conduct Post-Fire Economic Studies:** Conduct economic studies in communities that have experienced wildfire, including analyses of lost revenue and tourism-related income based on data gathered before, during, and after wildfire events.
7. **Develop Post-Fire Insurance Program for the Outdoor Recreation Economy:** Include outdoor-recreation-based businesses and events in the development and administration of post-wildfire insurance programs that are both attainable and affordable.
8. **Evaluate Existing Telecommunications Infrastructure and Perform Upgrades:** Conduct a review of existing telecommunications infrastructure on public lands and prioritize upgrades and/or replacements to ensure that communications in affected communities remain active and accessible during a wildfire.



UTVs compete at the King of Hammers event in California's Johnson Valley OHV Area. ATVing and recreational motorcycling generated \$8 billion in GDP nationally in 2021, according to the Bureau of Economic Analysis. Credit: Bureau of Land Management



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2025

**Departments: Public Works - Sustainable Outdoors and Recreation**

**TIME REQUIRED** 30 minutes

**SUBJECT** Mono County Sustainable Outdoors  
and Recreation Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Marcella Rose, Sustainable  
Recreation Manager

### AGENDA DESCRIPTION:

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

Presentation by Marcella Rose to provide updates regarding developments and projects of the Sustainable Outdoors and Recreation division.

### RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Marcella Rose

**PHONE/EMAIL:** 760-616-4953 / mrose@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download

[Recreation division update - April 8 2025 Staff Report](#)

### History

Time	Who	Approval
4/2/2025 3:46 PM	County Counsel	Yes
3/27/2025 6:03 AM	Finance	Yes
4/3/2025 8:34 AM	County Administrative Office	Yes



# MONO COUNTY

## Sustainable Outdoors & Recreation

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** April 8, 2025  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Marcella Rose, Sustainable Recreation Manager  
**Re:** Sustainable Outdoors and Recreation program update

**Background:**

The Mono County Sustainable Outdoors and Recreation (MCSOAR) division is a discretionary program that strives to enhance, facilitate, and develop opportunity for outdoor recreation within Mono County through partner collaboration so the County can continue to provide enjoyment for visitors and residences and support the economic vitality of local communities. The Recreation program is a discretionary service of the County subject to Board and CAO approval; the Board typically does so via approval of an annual work plan to guide Recreation division programming and input on periodic presentations given throughout the year.

**Discussion:**

This presentation is to brief the BOS and the public regarding the current state of the division and current projects.

Please contact me at (760) 616-4953 or [mrose@mono.ca.gov](mailto:mrose@mono.ca.gov) if you have any questions regarding this item.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Marcella Rose", with a stylized flourish at the end.

Marcella Rose  
Sustainable Recreation Coordinator  
Mono County Sustainable Outdoors and Recreation



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2025

**Departments:** Human Resources

**TIME REQUIRED** 10 minutes

**SUBJECT** Restructure the Engineering Division  
of Public Works

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Christine Bouchard, Assistant County  
Administrative Officer

---

### AGENDA DESCRIPTION:

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

Proposed resolution to restructure the Engineering Division of Public Works, creating a separate division of Sustainable Outdoors and Recreation (SOAR). Reclassify the Sustainable Recreation Manager to Sustainable Recreational Superintendent, create the position of Sustainable Recreation Coordinator and rename the Trail Stewards to Recreation Stewards.

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### RECOMMENDED ACTION:

1. Adopt a resolution creating the "Sustainable Outdoors and Recreation" (SOAR) division within the department of Mono County Public Works; amending the allocation list to remove one Sustainable Recreation Manager, add one Sustainable Recreation Superintendent, and add one Sustainable Recreation Coordinator. 2. Announce the fiscal impact for the Sustainable Recreation Superintendent position. Adopt a resolution and approve the Employment agreement reclassifying the current Sustainable Recreation Manager to Sustainable Recreation Superintendent compensated at the At-Will 2025 Management Salary Matrix Range of 114. 3. Approve a minute order renaming the allocations of "Trail Stewards" to "Recreation Stewards" to better reflect duties performed.

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### FISCAL IMPACT:

The annual salary for the Sustainable Recreation Superintendent is \$139,051, of which \$104,000 is salary and \$35,051 is benefits. The salary increase for the remainder of the year is \$5,862 of which \$4,950 is salary and \$912 is benefits. The annual salary for the Sustainable Recreation Coordinator is \$95,820, of which \$67,496 is salary and \$28,324 is benefits. The remaining costs for the fiscal year will depend on when the position is filled. These positions are not funded through the general fund, and are supported through funds from the grants, LTC Funds, CSA1 and geothermal royalties.

---

**CONTACT NAME:** Christine Bouchard

**PHONE/EMAIL:** 7609325414 / cbouchard@mono.ca.gov

---

### SEND COPIES TO:

hr, Marcella Rose








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### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

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## ATTACHMENTS:

Click to download
 <a href="#">Staff Report</a>
 <a href="#">Resolution - SOAR</a>
 <a href="#">Superintendent JD</a>
 <a href="#">Coordinator JD</a>
 <a href="#">Recreation Steward JD</a>
 <a href="#">Resolution - M. Rose</a>
 <a href="#">Employment Agreement - M. Rose</a>

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### History

Time	Who	Approval
4/4/2025 9:29 AM	County Counsel	Yes
4/4/2025 12:40 PM	Finance	Yes
4/4/2025 12:42 PM	County Administrative Office	Yes





**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
Sandra Moberly, MPA, AICP

**ASSISTANT COUNTY ADMINISTRATIVE OFFICER**  
Christine Bouchard

**BOARD OF SUPERVISORS**

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Lynda Salcido / District 5

VICE CHAIR

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**COUNTY CLERK-RECORDER**

Queenie Barnard

**COUNTY COUNSEL**

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CGFM, CPA

**HEALTH AND HUMAN  
SERVICES**

Kathryn Peterson

**INFORMATION  
TECHNOLOGY**

Mike Martinez

**PROBATION**

Karin Humiston

**PUBLIC WORKS**

Paul Roten

To: Mono County Board of Supervisors

From: Christine Bouchard, Assistant County Administrative Officer

Date: April 8, 2025

Re: Consider Restructuring the Engineering Division of Public  
Works to Create the Sustainable Outdoors and Recreation (SOAR) Division

**Strategic Plan Focus Area(s) Met**

☒ A Thriving Economy ☐ Safe and Healthy Communities ☐ Mandated Function

☒ Sustainable Public Lands ☒ Workforce & Operational Excellence

**Discussion**

In the Fall of 2020, the Mono County Board of Supervisors fully funded the position of the Eastern Sierra Sustainable Recreation Coordinator to advance the County's goals in supporting local economic vitality through partnership efforts to manage and enhance outdoor recreation within Mono County. At that time, there was no formal creation of a Recreation Division of Public Works, leading to the position being allocated to the Engineering division.

Marcella Rose has been employed by Mono County since 2019 and is currently in the role of the Sustainable Recreation Manager overseeing Sustainable Outdoors and Recreation tasks for the Department of Public Works. Ms. Rose's main functions have included many of the same duties of the other Public Works division Superintendents (Roads, Facilities, Solid Waste, Engineering), including development of division goals, strategy and planning, management of the division budget, project and grant management, and staff supervision. At present, she absorbs all administrative responsibilities of the division.

In addition to Ms. Rose, the County currently employs a temporary, part-time Grant Project Coordinator through limited grant funding to assist the Sustainable Recreation Manager with project management of recreation-related three grants. Due to imminently growing responsibilities regionally and within the division, and the diminished growth potential of the division based on limited staffing, the Public Works Department is requesting allocation of a full-time Sustainable Recreation Coordinator position that will replace the temporary Grant Project Coordinator position to provide for adequate

assumption of critical division duties such as project management (grants and otherwise) and program support. Recognizing the “Sustainable Outdoors and Recreation” (SOAR) division within Mono County Public Works will allow the allocations of staff working with the Recreation program to be transferred from Engineering to the SOAR division. This will further the work of the SOAR Division and will allow greater collaboration with key partners and land managers and secure additional funding for recreation assets and tourism in Mono County. To achieve this goal, the following changes are proposed:

1. Adopt a resolution creating the “Sustainable Outdoors and Recreation” (SOAR) division within the department of Mono County Public Works, amending the allocation list to remove one Sustainable Recreation Manager, add one Sustainable Recreation Superintendent, and add one Sustainable Recreation Coordinator.
2. Approve a Resolution and Employment agreement reclassifying the current Sustainable Recreation Manager to Sustainable Recreation Superintendent compensated at the At-Will 2025 Management Salary Matrix Range of 114.
3. Rename the allocations of “Trail Stewards” to “Recreation Stewards” to better reflect duties performed and to increase recruitment success.





R25-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE  
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS  
IN THE PUBLIC WORKS RECREATION DIVISION**

**WHEREAS**, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or "Allocation List"); and

**WHEREAS**, the Allocation List identifies approved vacancies for recruitment and selection by Public Works Department and implements collective bargaining agreements related to job classifications and pay rates; and

**WHEREAS**, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the job classifications on the Allocation List; and

**WHEREAS**, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes all within the Department of Public Works:

Create the "Sustainable Outdoors and Recreation" (SOAR) division within the Public Works Department,

Eliminate the allocation of one full-time permanent Sustainable Recreation Manager salary range At-Will 110 (new total: Zero),

Add the allocation of one full-time permanent Sustainable Recreation Superintendent salary range At-Will 114 (new total: One),

Add the allocation of one full-time, limited term Sustainable Recreation Coordinator salary range MCPEA 67 (new total: One),

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**PASSED, APPROVED and ADOPTED** this 8th day of April, 2025, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Lynda Salcido, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel



# Sustainable Recreation Superintendent

<b>FLSA:</b> Exempt	<b>Bargaining Unit/Contract:</b> AT-Will	<b>Reports to:</b> Director of Public Works
<b>Location:</b> Bridgeport/Mammoth Lakes	<b>Salary/Level:</b> 114	<b>Position Type:</b> Full-Time
<b>EEO Category:</b> 1	<b>BOS approval Date:</b>	<b>Last Revision:</b> 04/2025

## About the role

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Under general direction, to plan, organize, manage, and coordinate the services, functions, and projects of the Sustainable Outdoors and Recreation division of Public Works. To coordinate engagement efforts between Mono County and federal Land Management Agencies (Inyo National Forest, Humboldt-Toiyabe National Forest, Bureau of Land Management), other state and local government and non-governmental agencies on short, medium, and long-term planning and implementation of projects, programs, and activities related to public lands recreation, economic development opportunities related to recreation, and resource protection. To facilitate, expedite, and enable efficient and productive inter-agency relationships between federal, state, county, municipal, and other non-agency partners.

### DISTINGUISHING CHARACTERISTICS

This is a single-position Sustainable Recreation Superintendent classification for a management position which is responsible for the development, oversight and administration of the county's Sustainable Recreation strategic initiatives and budget, grant development and procurement, recreation access, enhancement and conservation projects, coordination with interagency and land management partners, and specific public information functions. The position provides guidance, supervision, and training for assigned staff, as well as performs the most complex analytical support work for development of recreational opportunity as it relates to economic development within Mono County.

Mono County is looking for someone who is passionate about recreation in the Eastern Sierra and wants to have a significant impact on the sustainability of our local resources, quality of visitor experience, and quality of life for local residents. The ideal candidate will have a demonstrated background in planning and implementing recreational infrastructure projects and programs and fostering productive relationships with public lands managers and multiple stakeholders. The candidate must be flexible, motivated, self-driven, and have exemplary interpersonal skills.

### CLASSIFICATIONS SUPERVISED:

Provides supervision and work coordination for the Sustainable Recreation Coordinator, Recreation Steward (seasonal) positions, and additional extra help positions and volunteers as needed to complete division goals.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** *(The following is used as a partial description and is not restrictive as to duties required.)*

- Work with the U.S. Forest Service and Bureau of Land Management staff, and local government elected officials (as appropriate) to identify areas of need related to land management and recreation, and economic development opportunities closely related to outdoor recreation.
- Coordinate inter-agency land management and recreation programs and projects with consideration for multiple agencies and partner's needs.
- Identify and process agreements necessary for the coordination of such projects and programs.
- Facilitate the application, issuance, renewal, and revision of agreements including but not limited to, special-use permits; encroachment permits; memorandums of understanding; cost-share agreements; licensing agreements; leases; and other related project specific (programmatic) documents, agreements, and operating plans.
- Facilitate contract agreements to implement project activities with land management partners, other departments and divisions within Mono County, and contractors/sub-contractors of Mono County.
- Represent Mono County, and other partners as appropriate at various public events and meetings related to outdoor recreation; facilitate public outreach efforts; make public presentations as necessary.
- Participate in detailed outdoor recreation and trails planning, design, and construction.
- Coordinate environmental/cultural surveys and reports which satisfy National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements for ground-disturbing activities.
- Coordinate and contract with partner agency Interdisciplinary Team (IDT) and third-party consultant agencies where appropriate.
- Consult with various stakeholders and state/federally recognized Tribes to formally scope proposed action(s) as appropriate.
- Identify and pursue funding opportunities on behalf of all partners. Research, write, administer, and implement grants related to outdoor recreation infrastructure, programs, resource protection, and land management strategy.
- Develop, coordinate, and facilitate the implementation of recreational priorities and long-term regional recreation strategies and initiatives for Mono County.
- Organize available labor resources such as volunteers, conservation (fire) camp workforces, and conservation corps to assist with identified recreational priorities.
- Manage volunteer service agreements (VSA) and Adopt-a-Trail (AAT) programs on behalf of Mono County.
- Compile/coordinate with Mono County's Community Development Department on development and implementation of recreational trails and roads wayfinding.
- Develop and implement the Mono County Regional Transportation and Trails Plan(s) and recreational planning within specific planning areas.
- Oversee implementation of the trail/vehicle data collection program to support the Regional Transportation and Trails Plan(s).
- Facilitate public/stakeholder meetings related to recreation planning needs.
- Provide subject matter expertise and coordination to Mono County Regional Planning Advisory Committees (RPAC).

- Assist the Mono County Community Development Department in planning of area trails projects related to recreation and multi-modal transportation.
- Understand and coordinate available recreation activities, facility conditions, and projects with the marketing and economic development efforts of the Mono County Economic Development Department.
- Develop relevant interpretive materials and educational programs related to outdoor recreation, public lands, and resource protection.
- Coordinate with agency-partners on the development and implementation of projects and programs benefitting multiple user groups which support local economic development, County supported initiatives and land-management strategies related to Wilderness/Wilderness Study Area designations, Over-Snow Vehicle (OSV) and Off-Highway Vehicle (OHV) road/trail systems, developed recreation, and dispersed/developed camping and front-country recreation areas.
- Provide updates and coordination of Mono County activities to the Mono County Board of Supervisors, Eastern Sierra Sustainable Recreation Partnership (ESSRP), Eastern Sierra Council of Governments (ESCOG), and other governmental and non-governmental bodies as required.
- Develop, recommend, and manage department/division budget.
- Directly supervise, schedule, and provide direction to division personnel.

## **DESIREABLE QUALIFICATIONS**

### **Knowledge of:**

- Outdoor recreation within the Eastern Sierra and what may be encompassed by it:
  - Recreation opportunities and associated management considerations (camping, fishing, fall colors, Off-Highway Vehicle use, hiking).
  - Recreation site maintenance (carpentry or equipment maintenance experience a plus).
  - Visitor services.
  - Education of good stewardship; enforcement techniques.
- General land management structure and agencies in Mono County; experience from a land management agency a plus.
- Team supervision and coordination, how to motivate a team and how to provide effective oversight, support and accountability.
- Service procurement needs identification and process, contract negotiation (including tracking budget and project success), and experience with addressing contractor inefficiencies and/or services / products of poor quality.
- Project Management – from need identification, project development, budgeting, purchasing or procurement, project oversight, project staff supervision, to project completion, and including post-project debriefing.
  - Grant procurement, management, and reporting
- Mapping products (GIS software, GPS points, navigation)

### **Ability to:**

- Understand and anticipate the needs of the division ranging from overall division management to detail oriented daily operations and tasks; ability to self-motivate and manage.
- Delegate tasks; guide and support staff in carrying out division functions. Oversee day-to-day scheduling and oversight of staff and undertake staffing responsibilities (hiring, training,

evaluations). Must possess strong leadership and supervisory skills with an ability to foster a team environment.

- Evaluate and develop key segments of the overall division plan (short- and long-term) and budget. Excellent financial management skills is a must. Oversee purchasing, expense tracking, and contract oversight.
- Ensure compliance with applicable federal, state, local, and other regulations and internal policies. Ability to research and/or forecast changing regulations or initiatives related to division operations and industry.
- Advise supervisor, partner stakeholders, and/or Board of Supervisors of issues and offer solutions to ensure efficient service to County visitors and constituents.
- Research, gather, organize and evaluate statistics, data and information; prepare reports and submit or present them to director or other executives.
- Possess excellent organizational skills and attention to detail.
- Manage several tasks of varying and changing priority.
- Develop effective, professional and cooperative liaisons and relationships with stakeholders, land managers, other local and regional agencies and organizations, and internal county staff and departments. Possess excellent interpersonal skills.
- Present to and correspond with stakeholders, government boards, and the public. Ability to host and facilitate meetings efficiently. Excellent verbal and written communication skills.
- Excellent time management skills with a proven ability to meet deadlines.
- Ability to function well in a high-paced and at times stressful environment.
- Proficient with Microsoft Office Suite or related software, and proficiency in other division applicable programs a plus: Mapping software, graphic design software, data collection software, social media.
- Fulfill duties as directed by the Board of Supervisors, County Administrative Officer, and Director of Public Works.

### **TRAINING AND EXPERIENCE**

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

- A Bachelor's degree from an accredited college or university with major coursework in Planning, Geography, Land-Use Management, Recreation, Biological Science, or a related field is required.
- Three (3) years of increasingly responsible experience in the facilitation and implementation of recreational infrastructure projects and programs is required.
- Relevant experience in managing inter-agency agreements, GIS/cartography, graphic design, grant administration, and project management is desired.

### **SPECIAL REQUIREMENTS**

Possession of a valid driver's license.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk in both indoor and outdoor settings; sufficient manual dexterity and eye-hand normal manual dexterity and eye-hand coordination; Ability to climb,

stoop, crouch, and kneel; lift and move objects weighing up to 50 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, and copiers; ability to operate an automobile

### **TYPICAL WORKING CONDITIONS**

Work is performed in both office and outdoor environments; driving to different locations throughout the County; continuous contact with other staff and the public. Work is performed in varying temperatures and conditions, exposure to dust, chemicals, and outdoor hazards.

### **Job Application Requirements – Mono County, California**

#### **1. Minimum Qualifications**

Applicants must meet the minimum qualifications stated in the job posting. These may include:

- **Education:** Minimum degree or coursework in a relevant field.
- **Experience:** Relevant work experience in a similar position.
- **Certifications/Licenses:** May be required depending on the role (e.g., driver's license, professional certifications).

#### **2. Application Form**

Applicants must complete the official county job application form online or in paper format, ensuring all sections are filled out completely and accurately.

#### **3. Resume & Cover Letter (if required)**

Some positions may require:

- **Resume:** A detailed overview of professional experience, education, and skills.
- **Cover Letter:** A letter explaining the applicant's interest in the position and qualifications.

#### **4. Supplemental Questionnaire (if required)**

Some positions may require responses to additional questions related to qualifications, experience, or situational judgment.

#### **5. Examination Process**

Depending on the job, candidates may need to complete:

- Written tests
- Oral interviews
- Performance exams (e.g., typing tests, practical skills demonstrations)
- Physical ability tests (for law enforcement, fire, or public works jobs)

#### **6. Background Check & Fingerprinting**

Applicants may be subject to:

- Criminal background check
- Live Scan fingerprinting (especially for roles involving public safety or working with vulnerable populations)

#### **7. References**

Some positions may require professional references to verify experience and qualifications.



**8. Medical Examination & Drug Screening (if applicable)**

Certain positions, such as law enforcement, fire, and transportation jobs, may require a medical exam and/or drug screening.

**9. Proof of Eligibility to Work**

Candidates must provide documentation proving legal authorization to work in the U.S. as required by federal law (e.g., passport, driver's license, Social Security card).

**10. Probationary Period**

Most positions require successful completion of a probationary period (typically 1 year).

**Note:** Specific requirements vary by county and position. Always refer to the official county job posting for exact details.



# Sustainable Recreation Coordinator

<b>FLSA:</b> Non-Exempt	<b>Bargaining Unit/Contract:</b> MCPE	<b>Reports to:</b> Sustainable Recreation Superintendent
<b>Location:</b> Bridgeport/Mammoth Lakes	<b>Salary/Level:</b> 67	<b>Position Type:</b> Full-Time
<b>EEO Category:</b> 1	<b>BOS approval Date:</b>	<b>Last Revision:</b> 04/2025

## About the role

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To assist the Sustainable Recreation Superintendent to carry out short, medium, and long-term planning and implementation projects, programs and activities related to public lands recreation and resource protection.

### DISTINGUISHING CHARACTERISTICS

Mono County is looking for someone who is passionate about recreation in the Eastern Sierra and wants to have a significant impact on the sustainability of our local resources, quality of visitor experience, and quality of life for local residents. The ideal candidate will have a demonstrated background in planning and implementing recreational infrastructure projects and programs and fostering productive relationships with public lands managers and multiple stakeholders. The candidate must be flexible, motivated, self-driven, and have exemplary interpersonal skills.

### CLASSIFICATIONS SUPERVISED:

Coordination of Recreation Steward positions; volunteers; other extra help positions as needed.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** *(The following is used as a partial description and is not restrictive as to duties required.)*

- Coordination between Mono County and federal Land Management Agencies, other state and local government and non-governmental agencies to identify recreational access needs and opportunities and to plan and implement solutions to identified needs, and to assist with the supervision of Recreation Steward staff and program volunteers.
- Work with the U.S. Forest Service and Bureau of Land Management staff, and local government elected officials (as appropriate) to identify areas of need related to land management and recreation.
- Coordinate inter-agency land management and recreation programs and projects with consideration for multiple agencies and partner's needs.
- Organize available labor resources such as volunteers, conservation (fire) camp workforces, and conservation corps to assist with identified recreational priorities.

- Manage volunteer service agreements (VSA) and Adopt-a-Trail (AAT) programs on behalf of Mono County.
- Assist with the application, issuance, renewal, and revision of agreements including but not limited to, special-use permits; encroachment permits; memorandums of understanding; cost-share agreements; licensing agreements; leases; and other related project specific (programmatic) documents, agreements, and operating plans.
- Assist with facilitation of contract agreements to implement project activities with land management partners, other departments and divisions within Mono County, and contractors/sub-contractors of Mono County.
- Represent Mono County, and other partners as appropriate at various public events and meetings related to outdoor recreation; facilitate public outreach efforts; make public presentations as necessary.
- Participate in detailed outdoor recreation and trails planning, design, and construction as assigned.
- Assist with the coordination of environmental/cultural surveys and reports which satisfy National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements for ground-disturbing activities.
- Coordinate and contract with partner agency Interdisciplinary Team (IDT) and third-party consultant agencies where appropriate.
- Consult with various stakeholders and state/federally recognized Tribes to formally scope proposed action(s) as appropriate.
- Identify and pursue funding opportunities on behalf of all partners.
- Research, write, administer, and implement grants related to outdoor recreation infrastructure, programs, resource protection, and land management strategy as assigned.
- Develop relevant interpretive materials and educational programs related to outdoor recreation, public lands, and resource protection.
- Coordinate with agency-partners on the development and implementation of projects and programs benefitting multiple user groups which support County initiatives and priorities, and land-management strategies related to: Wilderness/Wilderness Study Area designations, Over-Snow Vehicle (OSV) and Off-Highway Vehicle (OHV) road/trail systems, developed recreation, and dispersed/developed camping and front-country recreation areas.
- Provide updates and coordination of Mono County activities to the Mono County Board of Supervisors, Eastern Sierra Sustainable Recreation Partnership (ESSRP), Eastern Sierra Council of Governments (ESCOG), and other governmental and non-governmental bodies as required.
- Support with the day-to-day supervision of division staff as it relates to scheduling and accountability.
- Performs other related duties as assigned.

## **DESIREABLE QUALIFICATIONS**

### **Knowledge of:**

- Outdoor recreation within the Eastern Sierra and what may be encompassed by it:
  - Recreation opportunities and associated management considerations (camping, fishing, fall colors, Off-Highway Vehicle use, hiking).
  - Recreation site maintenance (carpentry or equipment maintenance experience a plus).

- Visitor services.
  - Education of good stewardship.
- General land management structure and agencies in Mono County; experience from a land management agency a plus.
- Team leadership and volunteer management; how to motivate a team and provide oversight and accountability.
- Service procurement, contract negotiation (including tracking budget and project success).
- Project Management – from need identification, project development, budgeting, purchasing or procurement, project oversight, project staff supervision, to project completion, and including post-project debriefing.
  - Grant management experience a plus
- Mapping products (GIS software, GPS points, navigation)

**Ability to:**

- Work with the director to coordinate and carry out daily operations and to be self-motivated on assigned tasks and projects; anticipate departmental needs.
- Ensure compliance with applicable federal, state, local, and other regulations and internal policies.
- Assist with day-to-day scheduling and oversight of staff and possess strong leadership and supervisory skills.
- Advise supervisor of issues and offer solutions to ensure efficient service to County visitors and constituents.
- Participate in evaluating and developing key segments of the overall departmental plan and budget.
- Assist with purchasing, expense tracking, and contract oversight.
- Research, gather, organize and evaluate statistics, data and information; organize filing & archiving of documents. Possess excellent organizational skills and attention to detail.
- Manage several tasks of varying and changing priority.
- Develop effective, professional and cooperative liaisons and relationships with stakeholders, land managers, other local and regional agencies and organizations, and internal county staff and departments. Possess excellent interpersonal skills.
- Present to and correspond with stakeholders, government boards, and the public. Ability to host and facilitate meetings efficiently. Excellent verbal and written communication skills.
- Fulfill duties as assigned by the director.
- Excellent time management skills with a proven ability to meet deadlines.
- Ability to function well in a high-paced and at times stressful environment.
- Proficient with Microsoft Office Suite or related software, and proficiency in other division applicable programs a plus: Mapping software, graphic design software, data collection software, social media.

**TRAINING AND EXPERIENCE**

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

- A Bachelor's degree from an accredited college or university with major coursework in Planning, Geography, Land-Use Management, Recreation, Biological Science, or a related field is preferred.
- Two (2) years of increasingly responsible experience in the facilitation and implementation of recreational infrastructure projects and programs is required.
- Relevant experience in managing inter-agency agreements, GIS/cartography, graphic design, grant administration, and project management is desired

### **SPECIAL REQUIREMENTS**

Possession of a valid driver's license.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk in both indoor and outdoor settings; sufficient manual dexterity and eye-hand normal manual dexterity and eye-hand coordination; Ability to climb, stoop, crouch, and kneel; lift and move objects weighing up to 50 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, and copiers; ability to operate an automobile

### **TYPICAL WORKING CONDITIONS**

Work is performed in both office and outdoor environments; driving to different locations throughout the County; continuous contact with other staff and the public. Work is performed in varying temperatures and conditions, exposure to dust, chemicals, and outdoor hazards.

### **Job Application Requirements – Mono County, California**

#### **1. Minimum Qualifications**

Applicants must meet the minimum qualifications stated in the job posting. These may include:

- **Education:** Minimum degree or coursework in a relevant field.
- **Experience:** Relevant work experience in a similar position.
- **Certifications/Licenses:** May be required depending on the role (e.g., driver's license, professional certifications).

#### **2. Application Form**

Applicants must complete the official county job application form online or in paper format, ensuring all sections are filled out completely and accurately.

#### **3. Resume & Cover Letter (if required)**

Some positions may require:

- **Resume:** A detailed overview of professional experience, education, and skills.
- **Cover Letter:** A letter explaining the applicant's interest in the position and qualifications.

#### **4. Supplemental Questionnaire (if required)**

Some positions may require responses to additional questions related to qualifications, experience, or situational judgment.

## **5. Examination Process**

Depending on the job, candidates may need to complete:

- Written tests
- Oral interviews
- Performance exams (e.g., typing tests, practical skills demonstrations)
- Physical ability tests (for law enforcement, fire, or public works jobs)

## **6. Background Check & Fingerprinting**

Applicants may be subject to:

- Criminal background check
- Live Scan fingerprinting (especially for roles involving public safety or working with vulnerable populations)

## **7. References**

Some positions may require professional references to verify experience and qualifications.

## **8. Medical Examination & Drug Screening (if applicable)**

Certain positions, such as law enforcement, fire, and transportation jobs, may require a medical exam and/or drug screening.

## **9. Proof of Eligibility to Work**

Candidates must provide documentation proving legal authorization to work in the U.S. as required by federal law (e.g., passport, driver's license, Social Security card).

## **10. Probationary Period**

Most positions require successful completion of a probationary period (typically 1 year).

**Note:** Specific requirements vary by county and position. Always refer to the official county job posting for exact details.



## Recreation Steward - Temporary

<b>FLSA:</b> Non-Exempt	<b>Bargaining Unit/Contract:</b> MCPEA	<b>Reports to:</b> Sustainable Recreation Manager
<b>Location:</b> Bridgeport/Mammoth Lakes	<b>Salary/Level:</b> 51	<b>Position Type:</b> Full-Time
<b>EEO Category:</b> 8	<b>BOS approval Date:</b>	<b>Last Revision:</b> 04/2025

### About the role

---

This position is required to perform a variety of semi-skilled, often physical, tasks in the construction, maintenance, and repair of system roads, trails and outdoor recreation facilities, to assist public lands managers in the restoration of natural resources consistent with public lands policy, and to support regional land management education through visitor contact.

### CLASSIFICATIONS SUPERVISED:

None.

### ESSENTIAL DUTIES AND RESPONSIBILITIES *(The following is used as a partial description and is not restrictive as to duties required.)*

- Hiking trails to collect an inventory of trail-maintenance needs.
- Leading and providing direction to volunteers, fire crews, and supplemental trail crews.
- Performing general grounds cleaning and trail clearing.
- Installing and maintaining trail structures including stairs, bridges and trailside features.
- Installing and maintaining signs, kiosks, and other trailhead infrastructure.
- Driving vehicles used to transport materials, tools, and equipment as required.
- Performing maintenance and construction of hard and soft-surface system-trails within Mono County.
- Performing restoration-work and stewardship activities to improve programs, public services, infrastructure, and natural resources
- Providing education and interpretation services that enhance sustainable recreation.
- Providing administrative functions such as project planning, data collection, reporting and documentation.
- Performing related duties as assigned.

### DESIREABLE QUALIFICATIONS

#### Knowledge of:



- Standard practices, methods, materials, and equipment used in trail construction and maintenance work.
- Operation and application of a variety of trail construction tools and equipment including hand and power tools.
- Occupational hazard and safety precautions.
- Safe work practices.
- Sustainable trail design and construction techniques.

**Ability to:**

- Work outdoors and in varying weather conditions.
- Hike and camp in the backcountry for up to several days at a time at various elevations.
- Work in the field for up to ten hours daily.
- Lead, supervise, and direct others.
- Use a variety of maintenance equipment and materials.
- Understand and carry out oral and written instructions.
- Apply common sense understanding to carry out instructions furnished in writing, orally or in diagram form and analyze and resolve problems involving a variety of situations, using standard industry and departmental processes and/or procedures.
- Define problems, collect data, establish facts, and articulate valid conclusions, and interpret an extensive variety of regulatory or technical instructions.
- Maintain effective and professional relationships with those contacted in the course of work.
- Be present and available for work.

**TRAINING AND EXPERIENCE**

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

- Education equivalent to completion of the twelfth grade.
- Specialized training/experience in trail maintenance is preferred.
- Experience: One season of experience working on trails.
- Preferred candidates will possess: USFS Chainsaw and/or Crosscut Operator certification; trail building skills.
- Wilderness First Aid or higher certification.

**TYPICAL PHYSICAL REQUIREMENTS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is continuously required to use hands to finger, handle, feel, and operate objects, tools, or controls. Frequent, repetitive use of arms and wrists is required. The employee will frequently be required to reach above or below their shoulders. The employee is frequently required to stand, walk, talk, smell, and hear. The employee is frequently required to bend, stoop, and twist and frequently required to crouch, squat, and climb ladders and stairs. Occasionally, the employee will be required to kneel and crawl. The employee must frequently lift, carry, and/or push and pull up to 75 pounds and occasionally lift, carry, and/or push and pull up to 100 pounds with assistance. Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, depth

perception, and the ability to adjust focus. Tools and equipment used frequently include operation of motorized vehicles and equipment, hand tools, power tools, and mechanized equipment (Rock Bar, McLeod, Pulaski, Chainsaw, Crosscut Saw, Circular Saw, Hand Saw, Hand Drill, Metal Rake, Rock Drill, Small Generator, Wheel Barrel). Ability to operate an automobile.

### **TYPICAL WORKING CONDITIONS**

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee frequently works in outside weather conditions, which may include extreme heat. The employee frequently works near moving mechanical parts and occasionally in high, precarious places, and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration. This position is required to drive in various conditions to check status of projects and inspections. The noise level in the work environment is usually quiet in the office, and moderate to loud in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The County reserves the right to revise or change classification duties and responsibilities as the need arises. The description does not constitute a written or implied contract of employment. Employee will be subject to pre-employment and random drug and alcohol tests per Department of Transportation regulations and Mono County policies and procedures.

### **SPECIAL REQUIREMENTS**

Possession of a valid driver's license.

Prefer candidates will possess: USFS Chainsaw and/or Crosscut Operator certification; trail building skills; Wilderness First Aid or higher certification.

## **Job Application Requirements – Mono County, California**

### **1. Minimum Qualifications**

Applicants must meet the minimum qualifications stated in the job posting. These may include:

- **Education:** Minimum degree or coursework in a relevant field.
- **Experience:** Relevant work experience in a similar position.
- **Certifications/Licenses:** May be required depending on the role (e.g., driver's license, professional certifications).

### **2. Application Form**

Applicants must complete the official county job application form online or in paper format, ensuring all sections are filled out completely and accurately.

### **3. Resume & Cover Letter (if required)**

Some positions may require:

- **Resume:** A detailed overview of professional experience, education, and skills.
- **Cover Letter:** A letter explaining the applicant's interest in the position and qualifications.

#### **4. Supplemental Questionnaire (if required)**

Some positions may require responses to additional questions related to qualifications, experience, or situational judgment.

#### **5. Examination Process**

Depending on the job, candidates may need to complete:

- Written tests
- Oral interviews
- Performance exams (e.g., typing tests, practical skills demonstrations)
- Physical ability tests (for law enforcement, fire, or public works jobs)

#### **6. Background Check & Fingerprinting**

Applicants may be subject to:

- Criminal background check
- Live Scan fingerprinting (especially for roles involving public safety or working with vulnerable populations)

#### **7. References**

Some positions may require professional references to verify experience and qualifications.

#### **8. Proof of Eligibility to Work**

Candidates must provide documentation proving legal authorization to work in the U.S. as required by federal law (e.g., passport, driver's license, Social Security card).

#### **9. Probationary Period**

Most positions require successful completion of a probationary period (typically 1 year).

**Note:** Specific requirements vary by county and position. Always refer to the official county job posting for exact details.



**RESOLUTION NO. R25-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF EMPLOYMENT OF MARCELLA ROSE**

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

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

**PASSED AND ADOPTED** this 8th day of April, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:** \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Lynda Salcido, Chair  
Board of Supervisors

**APPROVED AS TO FORM:**

\_\_\_\_\_  
COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF MARCELLA ROSE  
AS SUSTAINABLE RECREATION SUPERINTENDENT FOR MONO COUNTY**

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

**I. RECITALS**

Marcella Rose (hereinafter “Ms. Rose”) is currently employed by County as its Outdoor Recreation Manager in the Public Works department. The County now wishes to employ Ms. Rose in the at-will position of Sustainable Recreation Superintendent in the Public Works department in accordance with the terms and conditions set forth in this Agreement. Ms. Rose wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence April 8, 2025 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Rose shall be employed by Mono County as its Sustainable Recreation Superintendent in the Public Works department, serving at the will and pleasure of the Director of Public Works (hereinafter “Director”). Ms. Rose accepts such employment. The Director shall be deemed the “appointing authority” for all purposes with respect to Ms. Rose’s employment. The Director and Ms. Rose will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Rose’s work. Ms. Rose’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director in accordance with the “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Rose’s salary shall be Range 114, Step A as set forth in the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads” most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Salary Matrix*”) and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
4. Ms. Rose understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of her

retirement benefits that may be mandated by the Public Employees' Pension Reform Act of 2013 (PEPRA).

5. Ms. Rose shall continue to earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees" updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "**Management Benefits Policy**") and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement. Ms. Rose understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost. Consistent with Ms. Rose's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Rose may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Rose's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Rose's full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Director.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Rose shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Rose's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Rose understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Rose cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Rose's regular schedule ever be reduced to less than full-time employment,

on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Ms. Rose shall not engage in any outside employment, activity or enterprise which is inconsistent, incompatible, or in conflict with the duties or responsibilities of said officer or employee as they relate to employment with the County of Mono, or with the duties, functions, or responsibilities of employee's appointing authority or of the County, except as specified in Section 450 of the Mono County Personnel Rules. Section 450 of the Mono County Personnel Rules, as the same may be amended from time to time, governs the scope of permissible outside employment and is incorporated herein by reference.
10. Consistent with the "at will" nature of Ms. Rose's employment, the Director may terminate Ms. Rose's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Rose understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Rose's employment.
11. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. Rose's employment under this Agreement, Ms. Rose shall receive as severance pay a lump sum equal to two (2) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Rose shall not be entitled to any severance pay in the event that the Director has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Rose shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
12. Ms. Rose may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Rose shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
13. This Agreement constitutes the entire agreement of the parties with respect to the



employment of Ms. Rose, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Rose's employment.

14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Rose's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Rose's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Rose shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Rose is convicted of a crime involving abuse of office or position.
15. Ms. Rose acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Rose further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
16. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

### **III. EXECUTION:**

This Agreement is executed by the parties this 8th day of April, 2025.

EMPLOYEE

THE COUNTY OF MONO

---

Marcella Rose

---

Lynda Salcido, Chair  
Board of Supervisors

APPROVED AS TO FORM:

---

COUNTY COUNSEL





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2025

**Departments: Public Works**

**TIME REQUIRED** 20 minutes

**SUBJECT** 2025 Civic Center Area Construction

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Paul Roten, Public Works Director

### AGENDA DESCRIPTION:

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

Presentation by Paul Roten, Mono County Public Works Director, regarding schedule and impacts of upcoming construction projects in the vicinity of the Mono County Civic Center in Mammoth Lakes, California.

### RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Paul Roten

**PHONE/EMAIL:** 760-709-0427 / [proten@mono.ca.gov](mailto:proten@mono.ca.gov)

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

### History

Time	Who	Approval
4/3/2025 2:32 PM	County Counsel	Yes
4/3/2025 2:54 PM	Finance	Yes
4/3/2025 3:55 PM	County Administrative Office	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2025

**Departments: Community Development - Building**

**TIME REQUIRED** 5 minutes

**SUBJECT** Agreement Regarding Terms and  
Conditions of Employment for Part-  
Time Building Official

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Wendy Sugimura, Community  
Development Director

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Tom Perry as part-time Building Official and prescribing the compensation, appointment, and conditions of said employment.

### RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt proposed resolution, approving a contract with Tom Perry as part-time Building Official, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

### FISCAL IMPACT:

The estimated cost of this position for the remainder of the fiscal year is \$30,186, of which \$29,341 is salary and \$845 is payroll taxes. The total cost of salary for an entire fiscal year is approximately \$40,249, of which \$39,122 is salary and \$1,127 is payroll taxes. Costs are included in the Department's FY 24/25 budget, and going forward COLA increases will be included in the annual budget.

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 760-924-1814 / wsugimura@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">staff report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Employment Agreement</a>

**History****Time**

3/24/2025 9:48 AM

4/3/2025 2:06 PM

4/3/2025 4:02 PM

**Who**

County Counsel

Finance

County Administrative Office

**Approval**

Yes

Yes

Yes

# Mono County Community Development Department

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** April 8, 2025

**To:** Honorable Board of Supervisors

**From:** Wendy Sugimura, Community Development Director

**Subject:** Employee Agreement with Tom Perry as part-time Building Official

## Background:

A recruitment was open for the Building Official position in the Community Development Department from May 2016 through September 2017 with no qualified applicants. Although Community Development staff was able to find solutions and to generally work around the absence of a Building Official, it reduced department efficiency overall and occasionally presented a critical roadblock for a given project. The preference has always been to find a viable candidate for Building Official, but as the recruitment was unsuccessful, alternative ideas were explored.

The alternative that was acted upon in September 2017 was an agreement with former Mono County Building Official Tom Perry, who now works as the Town of Mammoth Lake's full-time Building Official, to work eight hours per week for the County (in addition to his serving full time as Town Building Official) for up to 48 weeks per year, and deal specifically with sensitive issues and determinations that require the analysis of a Building Official. If the full-time position were hired, the salary (not including benefits) would be significantly more costly than the current arrangement.

## Discussion:

The County contract with Mr. Perry expired on October 1, 2024, and a new year contract back-dated to October 2, 2024, is being proposed. Mr. Perry has continued to fulfill his Building Official duties with the County since October 2. The following changes to the agreement are included: 1) no automatic termination date – the agreement remains in effect unless terminated by either party, 2) cost-of-living increases and sick leave in compliance with the "Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees" and state law.

As before, this agreement is similar to other County employee agreements but includes a 30-day termination clause that can be exercised by either party. This will allow the County or Mr. Perry to abandon the agreement should it prove to be unworkable for any reason. This arrangement was developed in consultation with the then-Town Manager Dan Holler, to assure the arrangement is not negatively impacting Mr. Perry's work for the Town. The current Town Manager and Town Community Development Director were consulted prior to agendizing this item for Board consideration.

This is the fifth year this contract arrangement has been in effect and no conflicts or problems have been identified to date.

If you have any questions regarding this item, please contact me at (760) 924-1814 or [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov).

## Attachment:

1. Resolution approving employment agreement (attached as an exhibit) with Tom Perry



**RESOLUTION NO. R25-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF EMPLOYMENT OF TOM PERRY**

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

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

**PASSED AND ADOPTED** this 8th day of April, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Lynda Salcido, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL



## **AGREEMENT REGARDING TERMS AND CONDITIONS OF EMPLOYMENT OF TOM PERRY AS BUILDING OFFICIAL FOR MONO COUNTY**

This Agreement is entered into this 8<sup>th</sup> day of April, 2025, by and between Tom Perry and the County of Mono (hereinafter “County”).

### **I. RECITALS**

Tom Perry (hereinafter “Mr. Perry”) is currently employed as the Building Official of the Town of Mammoth Lakes (hereinafter “Town”) and part-time Building Official for Mono County, and formerly was employed full-time as the Mono County Building Official. The County now wishes to employ Mr. Perry on a part-time basis to serve as its Building Official in accordance with the terms and conditions set forth in this Agreement and in accordance with the Mono County Building Official Job Description, provided such employment does not unduly conflict with Mr. Perry’s responsibilities as the Building Official for the Town. Tom Perry wishes to accept continued part-time employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. This Agreement shall commence October 2, 2024 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Perry shall be employed on a part-time basis by County as its Building Official, serving at the will and pleasure of the Community Development Director (hereinafter “Director”). Mr. Perry accepts such employment. The Director shall be deemed the “appointing authority” for all purposes with respect to Mr. Perry’s employment. The Director and Mr. Perry will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Perry’s work.
3. Mr. Perry shall be paid \$101.88 per hour and shall work 8 hours per week (on Fridays), up to 48 weeks per year. Mr. Perry shall be entitled to the same cost of living (COLA) increases granted to At-Will and Elected Management-Level Officers and Employees. Mr. Perry shall coordinate with the Director to determine the 4 weeks in which he will provide no services to the County. In the event of an emergency, and upon mutual written agreement by Mr. Perry and the Director, Mr. Perry may work additional hours and/or weeks.
4. It is the parties’ understanding that a determination has been made by the Public Employees Retirement System (“PERS”) that Mr. Perry’s employment with the County is “overtime” and, as such, that no retirement contribution by the parties related to such employment will be required.
5. As a limited-hour part-time, non-benefited employee, Mr. Perry shall not be entitled to those benefits (e.g., health, vision, dental, disability or life insurance, paid holidays,

vacation leave, etc.) typically provided to the County's full-time permanent employees. Notwithstanding the foregoing, Mr. Perry shall be entitled to sick leave in accordance with the "Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees," updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "**Management Benefits Policy**") and in accordance with any applicable County Code provisions not in conflict with said Policy.

6. Mr. Perry understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy is expressly contingent on his actual rendering of personal services to the County. Should Mr. Perry cease rendering such services during this Agreement, then he shall cease earning or receiving any additional compensation or benefits until such time as he resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law.
7. Consistent with the "at will" nature of Mr. Perry's employment, the Director may terminate Mr. Perry's employment at any time during this agreement and without cause upon thirty days' written notice. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Perry understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Director may, in his discretion, take during Mr. Perry's employment.
8. Mr. Perry may resign his employment with the County without cause upon thirty days' written notice. In that event, this Agreement shall automatically terminate concurrently with the effective date of the resignation, unless otherwise mutually agreed to in writing by the parties. Mr. Perry shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
9. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Perry.
10. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Perry's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties

intend that Tom Perry's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Mr. Perry shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Perry is convicted of a crime involving abuse of office or position.

11. Mr. Perry acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Perry further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
12. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

### **III. EXECUTION:**

This Agreement is executed by the parties this 8th day of April, 2025.

EMPLOYEE

THE COUNTY OF MONO

---

Tom Perry

---

Lynda Salcido, Chair  
Board of Supervisors

APPROVED AS TO FORM:

---

COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

 Print

**MEETING DATE** April 8, 2025

**Departments: County Counsel**

**TIME REQUIRED** 5 minutes

**SUBJECT** Agreement Regarding Terms and  
Conditions of Employment for Deputy  
County Counsel

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Chris Beck, County Counsel

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Janet Carson as Deputy County Counsel, and prescribing the compensation, appointment, and conditions of said employment.

### RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt proposed resolution, approving a contract with Janet Carson as Deputy County Counsel, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

### FISCAL IMPACT:

The estimated cost for the remainder of the fiscal year is \$29,477, of which \$21,660 is salary and \$7,817 is benefits. The total cost of the Deputy County Counsel is \$191,018, of which \$161,346 is salary and \$29,672 is benefits. This is a General Fund cost and is included in the County Counsel Department's fiscal year 2024-25 budget.

**CONTACT NAME:** Chris Beck

**PHONE/EMAIL:** / cbeck@mono.ca.gov

### SEND COPIES TO:

Lynda Salcido

Chris Beck

Janet Carson - janetcarson200@gmail.com

### MINUTE ORDER REQUESTED:

☐ YES ☒ NO

### ATTACHMENTS:

Click to download

 [J. Carson Staff Report](#)

[J. Carson Resolution](#)

[J. Carson Employment Agreement](#)

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#### History

Time	Who	Approval
3/27/2025 11:16 AM	County Counsel	Yes
4/3/2025 2:44 PM	Finance	Yes
4/3/2025 3:56 PM	County Administrative Office	Yes

**County Counsel**  
Christopher L. Beck

**Assistant County Counsel**  
Emily Fox

**Deputy County Counsel**  
Jeff Hughes

**OFFICE OF THE  
COUNTY COUNSEL**  
**Mono County**

South County Offices  
P.O. BOX 2415  
MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700

---

**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Christopher Beck

Date: April 8, 2025

Re: Employment Agreement with Janet Carson

**Recommended Action**

Adopt Resolution #R25-\_\_\_\_, approving an employment agreement with Janet Carson as Deputy County Counsel and prescribing the compensation, appointment, terms and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Discussion**

Ms. Carson has been practicing law for over 15 years and currently has her own practice, which she is winding down to join the Office of County Counsel. She is an experienced litigator whose skills will be a welcome addition to those of County Counsel team.

We are very pleased to offer this position to Ms. Carson and look forward to her anticipated start date of May 12, 2025.



**RESOLUTION NO. R25-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF EMPLOYMENT OF JANET CARSON**

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

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

**PASSED AND ADOPTED** this 8th day of April, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Lynda Salcido, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL



**AGREEMENT REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT OF JANET CARSON  
AS DEPUTY COUNTY COUNSEL FOR MONO COUNTY**

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

**I. RECITALS**

The County Counsel has offered Janet Carson hereinafter (“Ms. Carson”) the position of Deputy County Counsel for Mono County in accordance with the terms and conditions set forth in this Agreement. Ms. Carson wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence upon execution by both parties and shall remain in effect unless or until terminated in accordance with this Agreement.
2. Commencing May 12, 2025, Ms. Carson shall be employed by Mono County as its Deputy County Counsel, serving at the will and pleasure of the County Counsel. Ms. Carson accepts such employment. The County Counsel shall be deemed the “appointing authority” for all purposes with respect to Ms. Carson’s employment. The County Counsel and Ms. Carson will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Carson’s work. Ms. Carson’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the County Counsel in accordance with the County’s “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Management Compensation Policy**”).
3. Ms. Carson’s salary shall be initially set at Range 121, Step C of the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads” most recently updated on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Salary Matrix**”) and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
4. Ms. Carson understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees Pension Reform Act

of 2013 (PEPRA).

5. Ms. Carson shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of At-Will and Management-Level Officers and Employees,” updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2025 to reflect Ms. Carson’s May 12, 2025 start date. Ms. Carson understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.
6. To the extent deemed appropriate by the County Counsel the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Carson’s full participation in applicable professional associations, for her continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Carson shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Carson’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Carson understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Carson cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Carson’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
9. Ms. Carson shall not engage in any outside employment, activity or enterprise which is

inconsistent, incompatible, or in conflict with the duties or responsibilities of said officer or employee as they relate to employment with the County of Mono, or with the duties, functions, or responsibilities of employee's appointing authority or of the County, except as specified in Section 450 of the Mono County Personnel Rules. Section 450 of the Mono County Personnel Rules, as the same may be amended from time to time, governs the scope of permissible outside employment and is incorporated herein by reference.

10. Consistent with the “at will” nature of Ms. Carson’s employment, the County Counsel may terminate Ms. Carson’s employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Carson understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Counsel may, in his or her discretion, take during Ms. Carson’s employment.
11. In the event of a termination without cause occurring after the first twelve (12) months of employment, Ms. Carson shall receive as severance pay a lump sum equal to two (2) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Ms. Carson shall not be entitled to any severance pay in the event that the County Counsel has grounds to discipline her on or about the time he or she gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Carson shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
12. Ms. Carson may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Carson shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Carson.
14. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Carson’s

employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Carson's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Carson shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Carson is convicted of a crime involving abuse of office or position.

15. Ms. Carson acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Carson further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

16. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

### **III. EXECUTION**

This Agreement is executed by the parties this 8th day of April, 2025.

EMPLOYEE

MONO

THE COUNTY OF

\_\_\_\_\_  
Janet Carson

\_\_\_\_\_  
Lynda Salcido, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2025

**Departments:** County Administrative Office

**TIME REQUIRED** 10 minutes

**SUBJECT** Proposed Purchase of 85 Kirkwood  
Street, Bridgeport, CA 93517 - Parcel  
No. 008-092-006-000

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Sandra Moberly, County  
Administrative Officer

### AGENDA DESCRIPTION:

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

Proposed resolution authorizing the purchase of real property at 85 Kirkwood Street, Bridgeport, CA 93517 (Parcel No. 008-092-006-000).

### RECOMMENDED ACTION:

Adopt proposed resolution authorizing the purchase of the property located at 85 Kirkwood Street, Bridgeport, CA 93517 (Parcel 008-092-006-000) and determining that the purchase of the property is exempt from review under the California Environmental Quality Act under CEQA Guidelines Section 15061(b)(3). Provide any desired direction to staff.

### FISCAL IMPACT:

Purchase of this housing asset is \$407,269 using monies available in the County's affordable housing fund (balance of \$3,294,850) and/or the Local Housing Trust Fund (balance of \$672,994). Sufficient appropriations for fiscal year 2024-25 remain to make this purchase. An additional unknown amount of costs may be necessary to ready the asset for use and to deed restrict the property.

**CONTACT NAME:** Sandra Moberly

**PHONE/EMAIL:** 760-932-5415 / smoberly@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

☒ YES ☐ NO

### ATTACHMENTS:

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[Staff Report](#)

[Resolution](#)

History

Time	Who	Approval
4/1/2025 12:57 PM	County Counsel	Yes
4/3/2025 1:42 PM	Finance	Yes
4/3/2025 1:57 PM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
Sandra Moberly, MPA, AICP

**ASSISTANT COUNTY ADMINISTRATIVE OFFICER**  
Christine Bouchard

**BOARD OF SUPERVISORS**

**CHAIR**

Lynda Salcido / District 5

**VICE CHAIR**

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Paul McFarland / District 3

John Peters / District 4

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. David Anderson

**SHERIFF / CORONER**

Hon. Ingrid Braun

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Queenie Barnard

**COUNTY COUNSEL**

Chris Beck

**ECONOMIC DEVELOPMENT**

Liz Grans

**EMERGENCY MEDICAL**

SERVICES

Bryan Bullock

**FINANCE**

Janet Dutcher, DPA, MPA,

CGFM, CPA

**HEALTH AND HUMAN**

SERVICES

Kathryn Peterson

**INFORMATION**

TECHNOLOGY

Mike Martinez

**PROBATION**

Karin Humiston

**PUBLIC WORKS**

Paul Roten

To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Date: April 8, 2025

Re: Proposed resolution authorizing the purchase of real property at 85  
Kirkwood Street, Bridgeport, CA 93517 (APN 008-092-006-000)

**Strategic Plan Focus Area(s) Met**

☒ A Thriving Economy ☒ Safe and Healthy Communities ☐ Mandated Function

☐ Sustainable Public Lands ☐ Workforce & Operational Excellence

**BACKGROUND**

Over the past year, the County has committed itself to looking for opportunities to expand the supply of workforce and affordable housing while developing an overall housing program. In this regard, the County is considering the acquisition of 85 Kirkwood Street in Bridgeport (APN: 008-092-006-000; the "Property"; see Figure 1) as part of Mono County's Pilot Bridge program. The Pilot Bridge program purchases available single-family homes or condominiums within the unincorporated county, places qualified families in these homes, and sells them at a discounted price buyers can afford. In exchange, a 55-year deed restriction would be placed on the property, keeping the home affordable at the same Area Median Income (AMI) level if sold before the deed restriction expires. (<https://monocounty.ca.gov/cao/page/mono-county-housing-program>).

**DISCUSSION**

The Property contains a 1,063-square-foot, three-bedroom, one-bathroom single-family residence and a detached garage on a 0.86-acre parcel (see Figure 2). Staff has negotiated a purchase price of \$430,000 with a \$25,000 credit for foundation repairs and \$2,268.56 in fees (total cost to County: \$407,268.56). Upon completion of this purchase, staff will engage a contractor to repair the foundation of the home and will work to sell the property to a buyer that meets the program requirements

The Mono County Planning Commission considered this item on March 20, 2025 and found it in conformance with the Mono County General Plan.



**Figure 1: Location Map**



**Figure 2: Parcel Detail**





R25-\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF MONO AUTHORIZING THE  
PURCHASE OF REAL PROPERTY AT 85 KIRKWOOD  
STREET, BRIDGEPORT, CALIFORNIA; FINDING THAT  
THE SALE IS EXEMPT FROM REVIEW UNDER THE  
CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND  
TAKING RELATED ACTIONS**

**WHEREAS**, the County desires to purchase that certain real property located at 85 Kirkwood Street, Bridgeport, CA 93517 (APN 008-092-006-000) (the "Property"), which the County intends to use for public purposes to continue the mission of the County; and

**WHEREAS**, the Property's current owner has agreed to sell the Property to the County for Four Hundred Thirty Thousand Dollars and No Cents (\$430,000), and the parties have negotiated a purchase and sale agreement (the "PSA") for the purchase of the Property by the County; and

**WHEREAS**, the purchase of the Property is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) in that the ultimate precise use of the site by the County is yet to be determined, and CEQA does not require a public agency to speculate regarding potential significant environmental effects; and

**WHEREAS**, in view of the Property's size, any ultimate project is likely to be exempt from review under CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities), and the Board of Supervisors is not aware of any circumstance under CEQA Guidelines Section 15300.2 that would apply; and

**WHEREAS**, the Board of Supervisors hereby finds that the purchase of the Property is in the public interest, and that the terms and conditions of the PSA are reasonable and fair;

**WHEREAS**, the site has a General Plan Land Use Designation of Multi-Family Residential-Low (MFR-L), which allows outright permitted uses consistent with the planned use of the property as single family home.

1                   **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE**  
2 **COUNTY OF MONO RESOLVES THAT:**

3                   **SECTION ONE:** The foregoing recitals are true and correct.

4  
5                   **SECTION TWO:** The Chairperson of the Board and the County Administrative  
6 Officer are hereby authorized to execute the PSA on behalf of the County, and the County  
7 Administrative Officer is authorized to execute on behalf of the County any other documents  
8 reasonably required to close the purchase of the property, subject to County Counsel review and  
9 approval as to form. The County Administrative Officer is also authorized to approve minor  
10 amendments to the PSA, and to do any and all other things reasonably necessary or convenient  
11 to the accomplishment of any and all of the transactions contemplated hereby.

12  
13                   **SECTION THREE:** The Board, acting as the Planning Agency for the County  
14 pursuant to Government Code Sections 65402 and 65100, finds that the purchase of the  
15 Property is consistent with the County's General Plan.

16                   **PASSED, APPROVED and ADOPTED** this 8<sup>th</sup> day of April, 2025, to wit:

17                   **AYES:**

18                   **NOES:**

19                   **ABSENT:**

20                   **ABSTAIN:**

21  
22                   \_\_\_\_\_  
23                   Lynda Salcido, Chair  
24                   Mono County Board of Supervisors

25                   **ATTEST:**

26                   **APPROVED AS TO FORM:**

27                   \_\_\_\_\_  
28                   Clerk of the Board

\_\_\_\_\_  
County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** April 8, 2025

**TIME REQUIRED**

**SUBJECT** Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Oliver Yee, Christopher Beck, Janet Dutcher, and Christine Bouchard. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. 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