

COOPERATIVE AGREEMENT

THIS AGREEMENT (Agreement), ENTERED INTO ON August 1, 2016, is between the State of California, acting by and through its Department of Transportation, referred to herein as **CALTRANS** and the Mendocino County, hereinafter referred to as **LOCAL AGENCY**.

RECITALS

1. **CALTRANS** and **LOCAL AGENCY**, pursuant to Streets and Highways Code section 114 (a), are authorized to enter in this Agreement affecting State highways within the jurisdiction of **LOCAL AGENCY**.
2. **LOCAL AGENCY** has agreed to implement Inmate Labor, hereinafter the Project, subject to the terms and conditions of this Agreement. The Project Description (Scope of Work and Cost Estimate) is attached hereto as **Attachment II**.
3. The **LOCAL AGENCY**'s governing body, under the authority of local ordinances, if applicable, if authorized to provide services or funding as described and specified herein pursuant to the **LOCAL AGENCY** resolution attached hereto as **Attachment I**.
4. All services performed by **LOCAL AGENCY** pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and **LOCAL AGENCY** laws, ordinances, regulations, and **CALTRANS** encroachment permits, published manuals, policies, and procedures.
5. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	State Funds	\$215,000.00

6. This Agreement is exempt from legal review and approval by the Department of General Services, pursuant to PCC section 10295.

SECTION I

LOCAL AGENCY AGREES:

To satisfactorily complete all Project Work described in **Attachment II**.

SECTION II

CALTRANS AGREES:

CALTRANS agrees that when conducting an audit of the costs claimed by **LOCAL AGENCY** under the provisions of this Agreement, **CALTRANS** will rely to the maximum extent possible on any prior audit of **LOCAL AGENCY** pursuant to the provisions of State and applicable Federal laws. In the absence of such an audit, work of

other auditors will be relied upon to the extent that such work is acceptable to CALTRANS when planning and conducting additional audits.

SECTION III

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, **LOCAL AGENCY** and **CALTRANS** agree as follows:

1. Notification of Parties

- a. **LOCAL AGENCY's** Project Manager is Timothy Pearce, 707-463-4559.
- b. **CALTRANS's** Contract Manager is William Wolf, (707) 441-5863.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

Mendocino County
Attention: Timothy Pearce
Captain
951 Low Gap Road
Ukiah, CA 95482

California Department of Transportation
01/Maintenance
Attention: William Wolf
P.O. Box 3777
Eureka, CA 95502

2. Period of Performance

Work under this Agreement shall begin on **August 1, 2016**, contingent upon approval of this Agreement by **CALTRANS**, and will terminate on **July 31, 2018**, unless extended by amendment.

3. Changes in Terms/Amendment

This Agreement may only be amended or modified by mutual written agreement of the parties.

4. Termination

This Agreement may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to **LOCAL AGENCY** will include all authorized non-cancelable obligations and prior costs incurred.

5. Cost Limitation

- a. The total amount payable to **LOCAL AGENCY** pursuant to this Agreement by **CALTRANS** shall not exceed **\$215,000.00**.
- b. It is understood and agreed that this Agreement fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered as authorized by the **CALTRANS** Contract Manager or its designee at or below the fund limitation amount set forth in section 5a, above.

6. Allowable Costs

- a. The method of payment for this Agreement will be based on actual allowable costs. **CALTRANS** will reimburse **LOCAL AGENCY** for expended actual allowable direct and indirect costs, including, but not limited to labor costs, employee benefits, and travel (overhead is reimbursable only if the **LOCAL AGENCY** has an approved indirect cost allocation plan) and contracted consultant services costs incurred by **LOCAL AGENCY** in performance of the Project work, not to exceed the cost reimbursement limitation set forth in 5.a, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Attachment III without prior written agreement between **CALTRANS** and **LOCAL AGENCY**.
- b. Reimbursement of **LOCAL AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **LOCAL AGENCY** in the performance of the Project work. **LOCAL AGENCY** must not only have incurred the expenditures on or after the Effective Date of this Agreement and before the Termination Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates are not commercially available to **LOCAL AGENCY**, or its contractors, its subcontractors, and/or its sub recipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.
- d. **CALTRANS** will reimburse **LOCAL AGENCY** for all allowable Project costs no more frequently than monthly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of itemized signed invoices in triplicate. Invoices shall reference this Agreement Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation
01/Maintenance
Attention: William Wolf
P.O. Box 3777
Eureka, CA 95502

- e. Invoices shall include the following information:
 - 1. Names of the **LOCAL AGENCY** Personnel performing work
 - 2. Dates of Service
 - 3. Locations of Service (**LOCAL AGENCY** - address)

7. Reports

- a. **LOCAL AGENCY** shall submit written progress reports with each set of invoices to allow the **CALTRANS** Contract Manager to determine if **LOCAL AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- b. Any document or written report prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.
- c. **LOCAL AGENCY** will provide five (5) copies and one (1) electronic version of the final written report to the **CALTRANS** Contract Manager.

8. Local Match Funds

- a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the start date and prior to the termination date of this Agreement, unless expressly permitted as local match expenditures made prior to the effective date of this Agreement pursuant to Government Code section 14529.17 or by prior executed SB 2800 Agreement for Local Match Fund Credit.
- b. **LOCAL AGENCY** agrees to contribute at least the statutorily or other required local contribution of matching funds (other than state or federal funds), if any is specified within this Agreement or in any Attachment hereto, toward the actual cost of the services described in **Attachment II** or the amount, if any described in an executed SB 2800 (Streets and Highways Code section 164.53) agreement for local match fund credit, whichever is greater. **LOCAL AGENCY** shall contribute not less than its required match amount toward the services described herein on a proportional monthly or quarterly basis coinciding with its usual invoicing frequency.

9. Cost Principles

- a. **LOCAL AGENCY** shall comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **LOCAL AGENCY** agrees, and will require that their contractors, subcontractors, and other subrecipients will be obligated to agree, that 48 CFR, Part 31, Contract Cost Principles and Procedures and 2 CFR, Part 200 shall be used to determine the allowability of individual Project cost items, and shall comply with federal administrative procedures set forth in 2 CFR, Part 200.

- c. Any Project costs for which **LOCAL AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, or 2 CFR, Part 200, are subject to repayment by **LOCAL AGENCY** to **CALTRANS**. Should **LOCAL AGENCY** fail to reimburse moneys due **CALTRANS** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **LOCAL AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other funding source.
- d. **LOCAL AGENCY** agrees to include Project in the schedule of projects to be examined in **LOCAL AGENCY**'s annual audit and in the schedule of projects to be examined under its single audit prepared in compliance with 2 CFR, Part 200.
- e. Prior to **LOCAL AGENCY** seeking reimbursement of indirect costs, **LOCAL AGENCY** must: prepare an indirect cost rate proposal and a central service costs allocation plan (if any); or request the use of the de minimis rate, or request an extension of a negotiated indirect rate, in compliance with 2 CFR Part 200, Cost Principles for State, Local and Indian Tribal Governments, and Chapter 5 Local Assistance Program Procedures Manual which may be accessed at: http://www.dot.ca.gov/hq/LocalPrograms/lam/prog_p/ch05.pdf. Proposals and requests must be submitted to, and in accordance with, Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/
- f. **LOCAL AGENCY** agrees and shall require that all of its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety, except for section D, above.

10. Americans with Disabilities Act

By signing this Agreement **LOCAL AGENCY** assures **CALTRANS** that it complies with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

11. Indemnification

- a. Nothing in the provisions of the Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of either party to the agreement by imposing any standard of care with respect to the operation, maintenance and repair of State highways different from the standard of care imposed by law.
- b. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **LOCAL AGENCY** under or in connection with any work, authority or conduct conferred upon **LOCAL AGENCY** under this Agreement. It is

understood and agreed that, **LOCAL AGENCY** shall fully defend, indemnify and save harmless **CALTRANS** and all of its officers and employees from all claims, suits or actions of every name, kind and description arising out of this Agreement, including but not limited to, any tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **LOCAL AGENCY** under or in connection with any work, authority or conduct delegated to **LOCAL AGENCY** under this Agreement.

12. Non-Discrimination

- a. During the performance of this Agreement, **LOCAL AGENCY** and all of its subcontractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. **LOCAL AGENCY** and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **LOCAL AGENCY** and its sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. **LOCAL AGENCY** and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. **LOCAL AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

13. Funding Requirements

- a. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to **CALTRANS** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program and Project, this Agreement shall be amended to reflect any reduction in funds.
- d. **CALTRANS** has the option to void this Agreement under the thirty (30) day termination clause or to amend this Agreement to reflect any reduction of funds. In the event of an unscheduled termination, the **CALTRANS** Contract Manager may reimburse **LOCAL AGENCY** in accordance with the provisions of Article 4 of this Section III.

14. Records Retention

- a. **LOCAL AGENCY**, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of **LOCAL AGENCY**, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **LOCAL AGENCY**, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to **LOCAL AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **LOCAL AGENCY**, its contractors, and its subcontractors upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, **CALTRANS** will rely to the maximum extent possible on any prior audit of **LOCAL AGENCY** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **LOCAL AGENCY**'s external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- b. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of **LOCAL AGENCY**'s contracts with third parties pursuant to Government Code section 8546.7, **LOCAL AGENCY**, **LOCAL AGENCY**'s contractors and subcontractors and **CALTRANS** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of final payment to **LOCAL AGENCY** under this Agreement. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a

Project for audits, examinations, excerpts, and transactions, and **LOCAL AGENCY** shall furnish copies thereof if requested.

- c. **LOCAL AGENCY**, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this Agreement.

15. Disputes

- a. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **LOCAL AGENCY**.
- b. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse **LOCAL AGENCY** from full and timely performance in accordance with the terms of the Agreement.

16. Subcontractors

LOCAL AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by **CALTRANS** Contract Manager, unless expressly included (subcontractor identified) in **Attachment II**. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to **LOCAL AGENCY**'s subcontractors.

17. Third Party Contracting

- a. **LOCAL AGENCY** shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of **CALTRANS**. Contracts awarded by **LOCAL AGENCY**, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.
- b. Any subcontract entered into by **LOCAL AGENCY** as a result of this Agreement shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.
- c. If local match is a requirement of these funds, **LOCAL AGENCY** must ensure that local match funds used for the Project meet the requirements outlined in this Agreement in the same manner as is required of all other Project expenditures.

- d. In addition to the above, the pre-award requirements of third party contractor/consultants with local agencies must be consistent with Local Program Policy (LPP 00-05).

18. Reporting Small Business (SB)/Micro Business (MB) and/or Disabled Veterans Business Enterprise (DVBE) Utilization

If SB/MB and/or DVBE Subcontractor participation is a requirement of this Agreement, the Contractor must report the actual amount paid to certified Subcontractors. The Contractor must comply with Government Code Section 14841 and Military and Veterans Code Section 999.5(d) by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. The Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059 or <http://www.dot.ca.gov/hq/dpac/doc/adm3059.pdf>) form, to the Caltrans Contract Manager within 60 days from receipt of final payment.

19. Disabled Veterans Business Enterprise

- a. Should Military and Veterans Code sections 999 et seq. be applicable to **LOCAL AGENCY**, **LOCAL AGENCY** shall meet the 3% Disabled Veterans Business Enterprises goals (or **LOCAL AGENCY**'s applicable higher goals) in the award of every contract for Project work to be performed under this Agreement.
- b. **LOCAL AGENCY** shall have the sole duty and authority under this Agreement and each amendment to determine whether these referenced code sections are applicable to **LOCAL AGENCY** and, if so, whether participation asserted by those contractors of **LOCAL AGENCY** were sufficient as outlined in Military and Veterans Code sections 999 et seq.

20. Drug-Free Workplace Certification

By signing this Agreement, **LOCAL AGENCY** hereby certifies under penalty of perjury under the laws of the State of California that **LOCAL AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace,
 2. the person's or organization's policy of maintaining a Drug-Free workplace,

3. any available counseling, rehabilitation, and employee assistance programs, and
 4. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
1. will receive a copy of the company's Drug-Free policy statement, and
 2. will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both, and **LOCAL AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **LOCAL AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

21. Relationship of Parties

It is expressly understood that this is an agreement is executed by and between two independent governmental entities and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

22. Equipment Purchase (By LOCAL AGENCY)

- a. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **LOCAL AGENCY** enters into any non-budgeted purchase order or sub-agreement exceeding \$500 for supplies, equipment, or consultant services. **LOCAL AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For the purchase of any item, service or consulting work not covered in the attached Project Description (**Attachment II**) and exceeding \$500, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified, and prior authorization must be obtained from the **CALTRANS** Contract Manager.
- c. Any equipment purchased as a result of this Agreement is subject to the following: **LOCAL AGENCY** shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on sale, in accordance with established **CALTRANS** procedures, purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried is those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of

\$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to CALTRANS upon request by CALTRANS.

- d. At the conclusion of the Agreement, or if the Agreement is terminated, LOCAL AGENCY may either keep the equipment and credit CALTRANS in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established CALTRANS procedures and credit CALTRANS in an amount equal to the sales price. If LOCAL AGENCY elects to keep the equipment, fair market value shall be determined, at LOCAL AGENCY expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to CALTRANS and LOCAL AGENCY. If it LOCAL AGENCY is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CALTRANS.
- e. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the Project.
- f. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this Article.

23. Disabled Access Review

Disabled access review by the Department of General Services (Office of State Architect) is required for the construction of all publicly funded buildings, structures, sidewalks, curbs and related facilities. No construction contract will be awarded by LOCAL AGENCY unless LOCAL AGENCY plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Administrative Code and the Americans with Disabilities Act (42 USC 12101, et. seq.).

24. Fire Marshal Review

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any CALTRANS owned or CALTRANS occupied buildings per Section 13108 of the Health and Safety Code. When applicable, LOCAL AGENCY must assure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with CALTRANS fire protection standards.

25. Environmental Clearance

Environmental clearance of Project by LOCAL AGENCY and/or CALTRANS is required prior to requesting funds for right of way purchase or construction. No department or agency shall request funds nor shall any department/agency board or commission authorize expenditures of funds for any project, except feasibility or

planning studies, which may have a significant effect on the environment unless such a request is accompanied by an environmental impact report per California Public Resources Code section 21102. The California Environmental Quality Act (CEQA), in California Public Resources Code section 21080(b)(10), does provide an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights-of-way already in use.

26. Labor Code Compliance: Prevailing Wages

If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)1 definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance **LOCAL AGENCY** must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. **LOCAL AGENCY** agrees to include prevailing wage requirements in its contracts for public work. Work performed by **LOCAL AGENCY**'s own forces is exempt from the Labor Code's prevailing wage requirements.

27. Prevailing Wage Requirements in Subcontracts

LOCAL AGENCY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in **LOCAL AGENCY**'s contracts.

28. Project Close Out

The Agreement Expiration Date refers to the last date for **LOCAL AGENCY** to incur valid Project costs or credits and is the date the Agreement expires. **LOCAL AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

29. State-Owned Data

- a. **LOCAL AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 1. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

2. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 3. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 4. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 5. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 6. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 7. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. To use the State-owned data only for State purposes under this Agreement.
 - c. To not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). Reference State Administrative Manual (SAM) section 5335.1.

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this Agreement by this reference and attachment.

- I. **LOCAL AGENCY** Resolution
- II. Scope of Work, Schedule, and Costs

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO HEALTH AND HUMAN SERVICES AGENCY:

By: [Signature]
Thomas D. Allman, Sheriff-Coroner
Mendocino County

Date: 04/21/2010

Budgeted: Yes No
Budget Unit: 2510
Line Item: 82540
Org/Object Code: JA 82540
Grant: Yes No
Grant No.: n/a

COUNTY OF MENDOCINO [Signature]
By: _____

DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: JUL 12 2016

ATTEST:
CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy

Date: JUL 12 2016

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy

Date: JUL 12 2016

INSURANCE REVIEW:

By: [Signature]
ALAN D. FLORA, Risk Manager

Date: 5-17-16

State of California

By: [Signature]

Signature for
Printed Name: Eric Knight
Title: Contract Officer

Date: 8/9/16

NAME AND ADDRESS OF State of California

Department of Transportation
Division of Procurement and Contracts MS 65
Attn: Somer Ratanamany
1727 30th Street
Sacramento, Ca. 95816-7006

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:
KATHARINE L. ELLIOTT, County Counsel

By: [Signature]
Deputy

Date: 4-27-16

FISCAL REVIEW:

By: [Signature]
Deputy CEO/Fiscal

Date: 5-17-16

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: [Signature]
CARMEL J. ANGELO, Chief Executive Officer

Date: 5-17-16

**ATTACHMENT II
SCOPE OF WORK**

SECTION I

LOCAL AGENCY AGREES:

1. To provide inmate work crews (Inmates) under the direction of the County Sheriff supervisor (Crew Supervisor). The Crew Supervisor shall assign a minimum of one (1) crew, each consisting of approximately eight (8) to ten (10) Inmates, from the LOCAL AGENCY to perform CALTRANS delegated work. The Inmates will perform manual, unskilled labor on State highways within the county which will improve or preserve the appearance or function of the highway, including, but not limited, to litter pickup, weed removal, brush clearing, drainage ditch clearing, fire break clearing, plant re-establishment, minor replanting of dead or damaged vegetation, and water basin cleaning and re-establishment. Said work is fully described in this **Attachment II, Scope of Work**.
2. LOCAL AGENCY shall provide this work crew for each CALTRANS workday (Monday through Thursday, except for State recognized holidays). Work shall take place ten (10) hours a day commencing from the time the Crew Supervisor reports to the Ukiah Caltrans facility at 6:30 AM. The Crew Supervisor will transit to the county jail with a CALTRANS owned van with utility trailer to load the work party. The Inmate crew shall be returned to the LOCAL AGENCY facility by 4:00 PM. The Caltrans owned van and utility trailer will be returned to the Caltrans facility by 5:00 PM. During the ten (10) hour work period, two (2) fifteen minute breaks and one meal break of thirty (30) minutes shall be allowed per Labor law.
3. LOCAL AGENCY shall be responsible for preparing and submitting any and all paperwork to Workman's Compensation for injuries sustained by workers used for this Cooperative Agreement. LOCAL AGENCY is responsible for all Workman's Compensation payments and costs required and/or incurred as a result of this Cooperative Agreement.
4. The Crew Supervisor ("Sheriff's Officer" in charge of the Inmate crew), shall be under supervision of, and shall be responsible to, the LOCAL AGENCY Sheriff's Office. The Crew Supervisor shall receive directions from CALTRANS representatives regarding the location of work sites and the general nature of work the Inmates are to perform. The Crew Supervisor shall comply with such direction so long as these instructions do not endanger the Crew Supervisor or the Inmates, do not prevent the Supervisor from adequately supervising the Inmates, and do not violate any law or policy of the LOCAL AGENCY or the Sheriff's Department.
5. Inmates shall be under the direction and control of CALTRANS only with regard to the location of work and the general manner of performing it. The Crew Supervisor

**ATTACHMENT II
SCOPE OF WORK**

shall supervise and control the Inmates while performing the work CALTRANS has specified.

6. LOCAL AGENCY shall use the van with portable restroom trailer provided by CALTRANS as transportation to and from the worksite for the Crew Supervisor and Inmates. Caltrans agrees to maintain vehicle in good working order and warranties that vehicle will remain in good working order.
7. The Crew Supervisor shall provide the necessary safety instruction and appropriate code of safe practices for the work being done and will document each meeting on a tailgate meeting form. The forms are to be turned into CALTRANS each week.
8. LOCAL AGENCY agrees that should the Crew Supervisor or any Inmate discover or suspect any asbestos, lead-based paint, or other known hazardous substances/materials are located in the area of a work site, the WORK SHALL STOP IMMEDIATELY. The LOCAL AGENCY shall verbally notify the CALTRANS Contract Manager of these findings immediately and confirm verbal notification in writing within twenty-four (24) hours. Continuation of work in that area shall not commence again until authorized by the CALTRANS Contract Manager. Failure to notify CALTRANS of the discovery of any possible hazardous substances/materials may result in the immediate cancellation of this Agreement.
9. Trash bags used to collect debris along the road and in landscape areas are to be filled to weigh NO MORE THAN FORTY (40) POUNDS and set three (3) to five (5) feet from the edge of the road.
10. The Crew Supervisor reserves the right to refuse any work or work site deemed "unsafe".

SECTION II

CALTRANS AGREES:

1. To specify the nature of the work to be done, its location and the manner of performing it. CALTRANS shall make periodic visits to worksites to assure that the work is being performed as requested. If technical direction is required, CALTRANS shall assign an employee to provide the required technical direction.
 - a. To provide a van with a portable restroom trailer as transportation to and from the worksite for the Crew Supervisor and Inmates.
2. To provide training to Inmates in the use of all tools (including mechanical and power tools) which the Inmates will be allowed or required to use in performing work under this Agreement.

**ATTACHMENT II
SCOPE OF WORK**

3. To provide all necessary safety instructions.
4. To provide all necessary safety equipment to enable the Inmates to perform the tasks they are required to perform, including, but not limited to, safety equipment such as warning signs, hard hats and orange vests. Any other equipment deemed necessary by LOCAL AGENCY shall be furnished as determined appropriate by the Crew Supervisor and by CALTRANS.
5. To provide all traffic control that may be necessary in connection with the work being performed, or to be performed, by the Inmates.
6. The subsequent discovery by LOCAL AGENCY of asbestos, lead-based paint, or other hazardous substances/materials, once noticed and brought to the attention of the Contract Manager, will cause the stoppage of work.
 - a. The CALTRANS Contract Manager shall immediately request a site investigation and lab analysis report to determine if hazardous material is present.
 - b. The Caltrans Contract Manager will authorize the LOCAL AGENCY once work can begin again in the suspected area.
 - c. CALTRANS will identify another site area if it is determined that a hazard exists at an active site until such time as the problem is resolved.

RESOLUTION NO. 16-080

RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS AUTHORIZING AN AGREEMENT BETWEEN STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION CALTRANS AND THE MENDOCINO COUNTY SHERIFF'S OFFICE PROVIDING A CORRECTIONAL DEPUTY AND INMATE CREW TO MAINTAIN THE STATE HIGHWAYS OF OUR COUNTY

WHEREAS, CalTrans and the County of Mendocino, pursuant to Streets and Highways Code Section 114 (a), are authorized to enter into a Cooperative Agreement for improvements to or maintenance of State Highways; and

WHEREAS, Mendocino County Board of Supervisors has authorized the Sheriff to provide a correctional deputy, as a crew supervisor, and a crew of County inmates to perform certain roadside maintenance and repair work as specified by CalTrans; and

WHEREAS, CalTrans has agreed to equip, train and reimburse costs incurred by the Sheriff's Office for the performance of roadside work for CalTrans; and

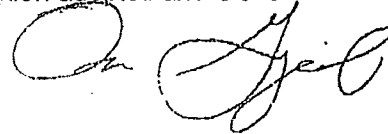
WHEREAS, all services performed by the County shall be in accordance with all applicable Federal, State and County municipal laws, ordinances, regulations and titles, in addition to the Sheriff's Office Policy and Procedures.

NOW, THEREFORE, BE IT RESOLVED that the Mendocino County Board of Supervisors enter into an agreement with CalTrans to provide the aforementioned service.

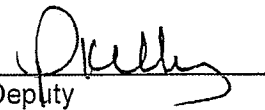
The foregoing Resolution introduced by Supervisor McCowen, seconded by Supervisor Woodhouse, and carried this 12th day of July, 2016, by the following vote:

AYES: Supervisors Brown, McCowen, Woodhouse, Gjerde and Hamburg
NOES: None
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.



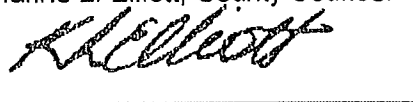
ATTEST: CARMEL J. ANGELO
Clerk of the Board


Deputy

Dan Gjerde, Chair
Mendocino County Board of Supervisors

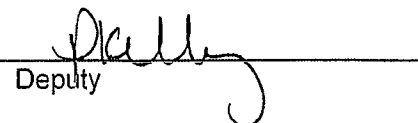
I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

APPROVED AS TO FORM:
Katharine L. Elliott, County Counsel



Deputy

BY: CARMEL J. ANGELO
Clerk of the Board


Deputy