

COOPERATIVE AGREEMENT

THIS AGREEMENT (01A1939), ENTERED INTO ON **July 9, 2019**, is between the State of California, acting by and through its Department of Transportation, referred to herein as **CALTRANS** and the Humboldt County Sheriff's Department, 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 Work Crews, 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 | \$450,000.00 |

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 Sargent Tim Hammer, (707) 441-5115.
- b. **CALTRANS 's** Contract Manager is Robert Chase, (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:

HUMBOLT COUNTY SHERIFF'S DEPARTMENT

Attention: Sargent Tim Hammer
826 4TH Street
Eureka, CA 95501

CALIFORNIA DEPARTMENT OF TRANSPORTATION

D1/Maintenance
Attention: Robert Chase
P.O. Box 3777
Eureka, CA 95502

2. Period of Performance

Work under this Agreement shall begin on **July 9, 2019**, contingent upon approval of this Agreement by **CALTRANS**, and will terminate on **June 30, 2022**, 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 **\$450,000.00**.
- 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

D1/Maintenance

Attention: Robert Chase

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 III** 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. Hold Harmless, Defense and Indemnification.

LOCAL AGENCY shall hold harmless, defend and indemnify CALTRANS and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, LOCAL AGENCY's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of CALTRANS.

CALTRANS shall hold harmless, defend and indemnify LOCAL AGENCY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CALTRANS' negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of LOCAL AGENCY.

12. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this Agreement, the **LOCAL AGENCY**, and its Subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **LOCAL AGENCY** shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **LOCAL AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§

11135-11139.5), and the regulations or standards adopted by Caltrans to implement such article.

- c. **LOCAL AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and Caltrans upon reasonable notice at any time during the normal business hours, but in no case less than twenty four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Caltrans shall require to ascertain compliance with this clause.
- d. **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.
- e. **LOCAL AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the 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 III) 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. Title VI Assurances

A. Appendix A

During the performance of this Agreement, the **LOCAL AGENCY**, for itself, its assignees and successors in interest (hereinafter referred to as the "**LOCAL AGENCY**") agrees as follows:

1. **Compliance with Regulations:** The **LOCAL AGENCY** (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
2. **Non-discrimination:** The **LOCAL AGENCY**, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **LOCAL AGENCY** will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the **LOCAL AGENCY** for work to be performed under a

subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the **LOCAL AGENCY** of the **LOCAL AGENCY's** obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.

4. **Information and Reports:** The **LOCAL AGENCY** will provide all information and reports required by the Acts, the and Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Caltrans or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a **LOCAL AGENCY** is in the exclusive possession of another who fails or refuses to furnish the information, the **LOCAL AGENCY** will so certify to Caltrans or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the **LOCAL AGENCY's** noncompliance with the Non-discrimination provisions of this Agreement, Caltrans will impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the **LOCAL AGENCY** under the Agreement until the **LOCAL AGENCY** complies, and/or
 - b. cancelling, terminating or suspending an Agreement, in whole or in part.
6. **Incorporation of Provisions:** The **LOCAL AGENCY** will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The **LOCAL AGENCY** will take action with respect to any subcontract or procurement as Caltrans or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the **LOCAL AGENCY** becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the **LOCAL AGENCY** may request Caltrans to enter into such litigation to protect the interests of the State. In addition, the **LOCAL AGENCY** may request the United States to enter into the litigation to protect the interests of the United States.

B. Appendix E (Pertinent Non-Discrimination Authorities)

During the performance of this contract, the **LOCAL AGENCY**, for itself, its assignees, and successors, and successors in interest (hereinafter referred to as the

“**LOCAL AGENCY**”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 460 1), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Right Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

30. 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.

31. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code §42649.8 et. seq, if Contractor generates four (4) cubic yards or more of organic waste or commercial solid waste per week the contractor shall arrange for organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from the Caltrans Contract Manager.

32. Nuclear Free Humboldt County Ordinance Compliance

CALTRANS certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CALTRANS is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CALTRANS agrees to notify LOCAL AGENCY immediately if it becomes a Nuclear Weapons Contractor as defined above. LOCAL AGENCY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CALTRANS subsequently becomes a Nuclear Weapons Contractor.

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 and Rate Sheet

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein above written:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

HUMBOLDT COUNTY
BOARD OF SUPERVISORS

By: _____

By: _____

Title: Contract Officer

Title: Rex Bohn, Chair

Date: _____

Date: _____

Placeholder for:

Attachment I – Contractor Resolution

(Contractor to provide upon signing contract)

SCOPE OF WORK AND RATE SHEET

COUNTY OF HUMBOLDT INMATE WORK AGREEMENT

CALTRANS has requested that the **COUNTY** assign **COUNTY** Jail Inmates to perform certain roadside work for **CALTRANS**. **CALTRANS** has also requested that **COUNTY** provide Correctional Deputies to supervise inmates. Humboldt **COUNTY** Sheriff ("Sheriff") shall assign inmates and provide correctional deputies as requested by **CALTRANS**, subject to the terms and conditions contained in this Agreement #01A1939 and this **Attachment II, Scope of Work**.

In consideration of the foregoing and the mutual Agreement of the parties hereto, the **COUNTY** and **CALTRANS** agree as follows:

1. Upon **CALTRANS** request the Sheriff shall assign two (2) crews each consisting of approximately eight (8) to ten (10) workers ("inmates") from the **COUNTY** Jail, to **CALTRANS** to perform manual, unskilled labor on Caltrans Right of Ways within the **COUNTY** which will improve or preserve its appearance or function, including but not limited to:
 - a. Litter pickup
 - b. Weed removal
 - c. Brush clearing
 - d. Drainage ditch clearing
 - e. Fire break clearing
 - f. Plant re-establishment
 - g. Minor replacing of dead or damaged vegetation
 - h. Water basin clearing and re-establishment

The Sheriff shall also assign one (1) Correctional Deputy II to each crew to supervise the inmates. The inmates and their Correctional Deputy shall be assigned to work from 7:30 a.m. to 5:30 p.m. Monday through Thursday during the term of this Agreement, excluding holidays to which **COUNTY** personnel or **CALTRANS** personnel are entitled.

2. The Correctional Deputy shall be under the direction of, and shall be responsible to, the Sheriff. However, the Correctional Deputy shall receive directions from **CALTRANS Contract Manager or Designee** representatives regarding the location of work sites and the nature of work the inmates are to perform. The Correctional Deputies shall comply with such directions so long as they do not endanger the Correctional Deputies or the inmates, do not prevent the Correctional Deputies from doing the job of supervising the inmates, and do not violate any law or policy of the Sheriff's Department.
3. **CALTRANS** shall specify the work to be done, its location, and the procedure to performing it. The inmates shall be under the direction and control of the Correctional Deputy while they are performing the work that **CALTRANS** has specified. **CALTRANS** shall occasionally visit the work site during the day to assure that the work is being done properly. If the nature of the work is such that constant technical direction is required,

CALTRANS will assign an employee to provide that required technical direction to the Correctional Deputy.

4. **COUNTY** will be responsible for preparing and submitting any and all paperwork to Workman's Compensation for injuries sustained by workers used for this Cooperative Agreement. **COUNTY** is responsible for all Workman's Compensation payments and costs required and/or incurred as a result of this Cooperative Agreement.
5. **CALTRANS**, at its own expense, shall provide the following:
 - a. Training to the Correctional Deputy in the proper use of tools and equipment (including mechanical and power tools) which will be used in performing work under this Agreement and the Correctional Deputy shall in turn ensure that the inmates are properly instructed in the safe use thereof and make sure that they follow recommended safety practices in the use of said tools and equipment while performing work under this Agreement.
 - b. Necessary tools and safety instructions for each project
 - c. All necessary safety equipment to enable the inmates to perform the tasks required to perform including but not limited to: warning signs, hard hats and orange vests, and any other equipment deemed necessary shall be furnished upon approval by **CALTRANS**.
 - d. All traffic control that may be necessary in connection with the work being performed, or to be performed by the inmates.
 - e. A vehicle (to be operated by the Correctional Deputy) for transporting inmates to and from the project/work site and County Jail.
 - f. A portable toilet and trailer.
6. **Rates:** The payments required to be made pursuant to the provisions of this Agreement shall be made as follows:
 - a. County will be paid **\$83.00** per hour for Correctional Deputy to supervise inmates in the performance of the duties outlined above. Any changes to the Correctional deputy's reimbursement rate as a result of contract negotiations will require a formal amendment to this Agreement.
 - b. **CALTRANS** will reimburse **COUNTY** monthly in arrears as promptly as State Fiscal procedures permit upon receipt of itemized invoices in triplicate. Invoices shall reference Agreement Number **01A1939** and shall be mailed to:

Department of Transportation
District 1/ Maintenance
Attn: Robert Chase, Contract Manager
P.O. Box 3777
Eureka, CA 95502
 - c. Invoices shall reflect the following:
 1. Names of the **LOCAL AGENCY** Personnel performing work
 2. Dates of Service
 3. Locations of Service (**LOCAL AGENCY** - address)
 4. Agreement & Number **#01A1939**

5. Breakdown of Labor Hours Worked Per Day
6. Total charges for the month

d. Payments and documentation directed to:

Humboldt County Sheriff's Department
Management Services Division
Attn: Regina Fuller, Deputy Director
826 Fourth Street
Eureka, CA 95501