

**Stanislaus County**  
Public Works Department: Title VI Plan



Stanislaus County Public Works Department  
1716 Morgan Rd, Modesto, CA 95358.

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# Introduction

This document was prepared by the Stanislaus County Public Works and the County's Title VI Coordinator, to comply with Title VI of the Civil Rights Act of 1964; including new provisions detailed in the United States Department of Transportation Federal Transit Administration (FTA) Circular 4702.1B "Title VI Requirement and Guidelines for Federal Transit Administration Recipients."

## Accessible Formats

This document is available in accessible formats upon request. To obtain paper copies of this documentation or information regarding accessible formats, please contact:

Mike Herzog, ADA Coordinator | Title VI Program Coordinator  
Stanislaus County – General Services Administration  
1010 10th Street  
Modesto, CA 95354  
herzogm@stancounty.com  
Phone: (209) 525-6319

# Policy Statement And Authorities

## Title VI Policy Statement

Stanislaus County Public Works Department is committed to ensuring that no person shall, on the grounds of race, color, national origin (including Limited English Proficiency) as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, whether those programs and activities are federally funded or not.

Stanislaus County's Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports, and other responsibilities as required by Title 23 Code of Federal Regulations ("CFR") Part 200, and Title 49 CFR Part 21.



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David Leamon  
Director, Public Works  
Stanislaus County

14/08/25

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Date

## Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (refer to 49 CFR Part 21). The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub recipients, and contractors, whether such programs and activities are federally assisted or not.

# Plan Approval Document

I hereby acknowledge the receipt of the Stanislaus County Public Works' Title VI Implementation Plan 2025-2028. I have reviewed and approved the Plan. I am committed to ensuring that no person is excluded from participation in, or denied the benefits of Public Works' services on the basis of race, color, or national origin, as protected by Title VI according to FTA Circular 4702.1B, Title VI requirements and guidelines for Federal Transit Administration sub-recipients.



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David Leamon  
Director, Public Works  
Stanislaus County

14/08/25

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Date

# Public Works - Overview of Services

The Public Works Department comprises several key divisions: Administration, Construction Management, County Surveyor, Design Engineering, Development Services, Morgan Shop, Road and Bridge Operations, and Traffic Engineering. Over 100 dedicated men and women proudly serve the residents of unincorporated Stanislaus County.

- Administration plays a crucial role in ensuring the smooth and efficient operation of our organization. Focused on delivering top-tier service and support, they are responsible for managing day-to-day activities, implementing policies, and overseeing resources.
- Construction Management is dedicated to ensuring the successful completion of every project, from concept to final build. We specialize in overseeing all aspects of construction, including planning, budgeting, scheduling, and coordinating resources.
- County Surveyor's Office provides services for survey mapping, abandonment, certificates, monumentation, and indexing of County survey maps. It also protects, maintains, and perpetuates land survey monuments.
- The Design Division provides design engineering for various road and bridge construction and reconstruction projects.
- Development Services provides for the establishment and maintenance management of various service districts such as landscape, lighting, and storm drains.
- Morgan Shop provides equipment and vehicle maintenance to various Stanislaus County departments.
- Roads and Bridges Division maintains the County's 1,512 mile road system and 232 bridges. This includes preventive maintenance, resurfacing roadways, and maintenance of bridges and stormwater systems.
- Traffic Engineering specializes in designing and optimizing transportation systems to improve safety, efficiency, and mobility for both vehicles and pedestrians.

# Title VI Policy Statement<sup>1</sup>

The County of Stanislaus (County), under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person on the grounds of race, color, age, disability or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event the County distributes federal aid funds to another entity, the County will include Title VI language in all written agreements and will monitor compliance.

The Stanislaus County Civil Rights Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports and other County responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulations 21.

For more information on the County's Public Works Title VI Program and the procedures to file a complaint, contact the Title VI Coordinator at 209-525-6319, or visit our administrative office at 1010 10th Street, Suite 4204, Modesto, CA 95354. For more information, visit <https://www.stancounty.com/accessibility/>.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590.

## **Obras Públicas del Condado de Stanislaus TÍTULO VI NOFICACION DE POLIZA**

El Condado de Stanislaus (Condado), en virtud del Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, garantiza que a ninguna persona, por motivos de raza, color, edad, discapacidad u origen nacional, se le excluya de participar, se le nieguen los beneficios o sea objeto de discriminación de alguna otra manera, en virtud de cualquier programa o actividad.

Además, el Condado asegura que se hará todo lo posible para garantizar la no discriminación en todos sus programas y actividades, ya sea que esos programas y actividades sean financiados por el gobierno federal o no.

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<sup>1</sup> A copy of the County's Title VI Policy Statement is attached hereto as Appendix A

En caso de que el Condado distribuya fondos de ayuda federal a otra entidad, el Condado incluirá el lenguaje del Título VI en todos los acuerdos escritos y supervisará el cumplimiento.

El coordinador del Título VI de Derechos Civiles del Condado de Stanislaus es responsable de iniciar y monitorear las actividades del Título VI, elaborar los informes necesarios y otras responsabilidades del Condado según lo exige el Título 23 del Código de Regulaciones Federales (Code of Federal Regulations, CFR) Parte 200 y el Título 49 del Código de Regulaciones Federales Parte 21.

Para obtener más información sobre el Programa del Título VI de Obras Públicas del Condado y los procedimientos para presentar una queja, comuníquese con el Coordinador del Título VI al 209-525-6319 o visite nuestra oficina administrativa en 1010 10th Street, Suite 4204, Modesto, CA 95354. Para obtener más información, visite <https://www.stancounty.com/accessibility/>.

Un denunciante puede presentar una queja directamente ante la Administración Federal de Tránsito presentando una queja ante la Oficina de Derechos Civiles, Atención: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590.



# Organization And Title VI Program Responsibilities

Under the authority of Stanislaus County's Public Works Department, Mike Herzog, General Services Administration, will serve as the Public Works Title VI Program Coordinator and be responsible for ensuring implementation of the Department's Title VI program. The specific areas of responsibility are described below.

## Overall Organization for Title VI:

The Title VI Coordinator and staff are responsible for coordinating the overall administration of the Title VI program, plan, and assurances, including complaint handling, data collection and reporting, annual review and updates, and internal education.

## Title VI Coordinator Responsibilities:

The Title VI Coordinator is charged with the responsibility for implementing, monitoring, and ensuring compliance with Title VI regulations. Title VI responsibilities are as follows:

1. Process the disposition of Title VI complaints received.
2. Collect statistical data (race, color or national origin) of participants in and beneficiaries of agency programs, (e.g., affected citizens, and impacted communities).
3. Conduct annual Title VI reviews of Public Works to determine the effectiveness of program activities at all levels.
4. Conduct Title VI reviews of construction contractors, consultant contractors, suppliers, and other recipients of federal-aid fund contracts administered through Public Works.
5. Conduct training programs on Title VI and other related statutes for Public Works employees.
6. Prepare a yearly report of Title VI accomplishments and goals, as required.
7. Develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English.
8. Identify and eliminate discrimination.
9. Establish procedures for promptly resolving deficiency status and writing the remedial action necessary, all within a period not to exceed 90 days.

## **ORGANIZACIÓN Y RESPONSABILIDADES DEL PROGRAMA TÍTULO VI**

Bajo la autoridad del Departamento de Obras Públicas del Condado de Stanislaus, Mike Herzog, de la Administración de Servicios Generales, se desempeñará como Gerente del Título VI y será responsable de garantizar la implementación del programa

del Título VI del Condado. Las áreas específicas de responsabilidad se describen a continuación.

Organización general del Título VI: El Gerente del Título VI y su personal son responsables de coordinar la administración general del programa, el plan y las garantías del Título VI, incluyendo la gestión de quejas, la recopilación y presentación de datos, la revisión y actualización anual, y la capacitación interna.

Responsabilidades del Gerente del Título VI:

El Gerente del Título VI es responsable de implementar, supervisar y garantizar el cumplimiento de las regulaciones del Título VI. Las responsabilidades del Título VI son las siguientes:

1. Procesar la resolución de las quejas recibidas en virtud del Título VI.
2. Recopilar datos estadísticos (raza, color u origen nacional) de los participantes y beneficiarios de los programas de la agencia (por ejemplo, ciudadanos afectados y comunidades afectadas).
3. Realizar revisiones anuales del Título VI de Obras Públicas para determinar la eficacia de las actividades del programa en todos los niveles.
4. Realizar revisiones del Título VI de contratistas de construcción, consultores, proveedores y otros beneficiarios de contratos de fondos de ayuda federal administrados a través de Obras Públicas.
5. Implementar programas de capacitación sobre el Título VI y otras leyes relacionadas para los empleados de Obras Públicas.
6. Elaborar un informe anual de los logros y objetivos del Título VI, según se requiera.
7. Desarrollar información del Título VI para su difusión al público en general y, cuando corresponda, en idiomas distintos del inglés.
8. Identificar y eliminar la discriminación.
9. Establecer procedimientos para resolver con prontitud el estado de deficiencia y redactar las medidas correctivas necesarias, todo ello en un plazo no superior a 90 días.

# General Title VI Responsibilities of the Department

The Title VI Coordinator is responsible for ensuring the aforementioned elements of the plan are appropriately implemented and maintained, and for coordinating with those responsible for public outreach and involvement and service planning and delivery. A more detailed recitation of the Title VI Coordinator's responsibilities is included in the Language Assistance Plan (LAP), attached hereto as Appendix G.

## 1. Data Collection

To ensure that Title VI reporting requirements are met, Public Works will maintain:

- A. A database or log of Title VI complaints received that tracks the investigation of and response to each complaint.
- B. A log of the public outreach and involvement activities undertaken to ensure that minority and low-income people had a meaningful access to these activities.

## 2. Annual Review Of Title VI Program

Each year the Title VI Coordinator will review the Department's Title VI program to ensure implementation of the Title VI plan. In addition, s/he will review agency operational guidelines and publications, including those for contractors, to verify that Title VI language and provisions are incorporated, as appropriate.

## 3. Dissemination Of Information Related To The Title VI Program

Information on Public Work's Title VI program will be disseminated to Department employees, contractors, and beneficiaries, as well as to the public, as described in the "public outreach and involvement" section of this document and according to federal and state laws/regulations. The Title VI program will be available in other languages when needed according to the LEP plan.

## 5. Resolution Of Complaints

Any individual may exercise his or her right to file a complaint if that person believes that he, she or any other program beneficiaries have been subjected to unequal treatment or discrimination in the receipt of benefits/services or prohibited by non-discrimination requirements.

## 6. Written Policies And Procedures

Public Works' Title VI policies and procedures are documented in this plan and its appendices and attachments. This plan will be updated periodically to incorporate changes and additional responsibilities that arise. During the course of annual review, the Title VI Coordinator will determine whether or not an update is needed.

## 7. Internal Education

Public Works employees will receive training on Title VI policies and procedures upon hiring and upon promotion. This training will include requirements of Title VI, Public Works' obligations under Title VI (LEP requirements included), required data that must be gathered and maintained. In addition, training will be provided when any Title VI-related policies or procedures change (Department-wide training), or when appropriate in resolving a complaint. Title VI training is the responsibility of the County's Title VI Program Coordinator.

## 8. Title VI Clauses In Contracts<sup>2</sup>

In all federal procurements requiring a written contract or Purchase Order (PO), Public Works contract/PO will include appropriate non-discrimination clauses. The Title VI Coordinator will work with Monica Aguiar, Staff Services Coordinator who is responsible for procurement contracts and PO's to ensure appropriate non-discrimination clauses are included.

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<sup>2</sup> A copy of the County's Public Works-CalTrans Executed Master Agreement 10-04-2016, is attached hereto as Appendix B

# General Reporting Requirements

## Requirement To Provide A Title VI Public Notice

Title 49 CFR Section 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI. At a minimum, Public Works] shall disseminate this information to the public by:

- posting a Title VI notice on the County's website
- posting a Title VI notice in public areas of the Public Works office(s), e.g. the Department's public lobby.

A list of locations where Title VI Notices are posted is attached hereto in Appendix C.

## Public Notice: Civil Rights Title VI Program

Stanislaus County Public Works Department is committed to ensuring that no person shall, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, whether those programs and activities are federally funded or not.

Stanislaus County's Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports, and other responsibilities as required by Title 23 Code of Federal Regulations ("CFR") Part 200, and Title 49 CFR Part 21. Questions, concerns, complaints, request for reasonable accommodations, or other inquiries from the public with regard to the accessibility of County services or facilities for Public Works services shall be directed to:

Mike Herzog, ADA Coordinator | Title VI Program Coordinator  
Stanislaus County – General Services Administration  
1010 10th Street  
Modesto, CA 95354  
herzogm@stancounty.com  
Phone: (209) 525-6319

## **Aviso Público: Programa de Derechos Civiles del Título VI**

El Departamento de Obras Públicas del Condado de Stanislaus se compromete a garantizar que ninguna persona, por motivos de raza, color u origen nacional, según lo dispuesto en el Título VI de la Ley de Derechos Civiles de 1964 y la Ley de Restauración de Derechos Civiles de 1987 (PL 100.259), sea excluida de participar, se le nieguen los beneficios o sea objeto de discriminación en cualquier programa o actividad, independientemente de que dichos programas y actividades estén financiados por el gobierno federal o no.

El Coordinador del Título VI del Condado de Stanislaus es responsable de iniciar y supervisar las actividades del Título VI, preparar los informes requeridos y cumplir con otras responsabilidades según lo exige el Título 23 del Código de Regulaciones Federales ("CFR"), Parte 200, y el Título 49 del CFR, Parte 21. Las preguntas, inquietudes, quejas, solicitudes de adaptaciones razonables u otras consultas del público con respecto a la accesibilidad a los servicios o instalaciones del Condado para los servicios de Obras Públicas deberán dirigirse a:

Mike Herzog, Gerente de la ADA | Gerente del Programa del Título VI  
Condado de Stanislaus – Administración de Servicios Generales  
1010 10th Street  
Modesto, CA 95354  
herzogm@stancounty.com  
Teléfono: (209) 525-6319

# Title VI Program Information Posted on Public Works' Website

## **Policies & Procedures: Civil Rights Title VI Program**

Stanislaus County Public Works is committed to a policy of non-discrimination for its service programs without regard to race, color or national origin, in compliance with Title VI of the Civil Rights Act of 1964. Persons who believe they have received discriminatory treatment or practice under Title VI may file a complaint with Public Works. For more information or to file a complaint, please call 1-209-525-6319 or email your comments to [herzogm@stancounty.com](mailto:herzogm@stancounty.com). You may also write to the attention of the Title VI Coordinator at: General Services Division, 1010 10th Street, Modesto, CA 95354.

For more information and to review Stanislaus County's ADA and Civil Rights Program web page, go to <https://www.stancounty.com/accessibility/>.

## **Políticas y Procedimientos: Programa de Derechos Civiles del Título VI**

Obras Públicas del Condado de Stanislaus se compromete a aplicar una política de no discriminación en sus programas de servicio, independientemente de su raza, color u origen nacional, de conformidad con el Título VI de la Ley de Derechos Civiles de 1964. Quienes consideren haber recibido trato o prácticas discriminatorias en virtud del Título VI pueden presentar una queja ante Obras Públicas. Para obtener más información o presentar una queja, llame al 1-209-525-6319 o envíe sus comentarios por correo electrónico a [herzogm@stancounty.com](mailto:herzogm@stancounty.com). También puede escribir a la atención del Gerente del Título VI a la División de Servicios Generales, 1010 10th Street, Modesto, CA 95354.

Para obtener más información y consultar la página web del Programa de ADA y Derechos Civiles del Condado de Stanislaus, visite <https://www.stancounty.com/accessibility/>.

# Stanislaus County Public Works

## Title VI Complaint Procedures<sup>3</sup>

Public Works encourages members of the public with complaints regarding access to an activity and a program or service to attempt to informally resolve those complaints with the Title VI Coordinator for the individual department providing the activity, program, or service. The County grants all citizens equal access to its Public Works services under Title VI. It is also the intent of the Stanislaus County Public Works to ensure that all citizens are aware of their rights to such access.

The County is committed to ensuring that no person is excluded from participation or denied benefits of its services on the basis of race, color, or national origin as stipulated by Title VI of the Civil Rights of 1964. To that end, the County's Public Works Division will:

1. Ensure that the level and quality of service is provided without regard to race, color, or national origin.
2. Promote fair participation in decision making for all affected population;
3. Prevent the denial, reduction, or delay in benefits related to Public Works services, programs, and activities that benefit minorities or low-income persons; and
4. Ensure meaningful access is granted to transportation services, programs, and activities by people with limited English proficiency.

Members of the public may also use the complaint form available on-line at <https://www.stancounty.com/accessibility/>. Alternative means of submitting complaints, such as personal or telephone interviews will be made available upon request for persons with disabilities. The complaint may be submitted by mail, email, fax, or hand delivery to the County's Title VI Liaison at:

Mike Herzog, ADA Coordinator | Title VI Program Coordinator  
Stanislaus County – General Services Administration  
1010 10th Street  
Modesto, CA 95354  
herzogm@stancounty.com  
Phone: (209) 525-6319

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<sup>3</sup> A copy of the County's complaint procedures are also attached hereto as Appendix D.



In the event a complaint to the Public Works is not resolved, a formal complaint regarding access to programs, services, or activities may be submitted to the County's Title VI Coordinator. The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of the complainant, location, date, and description of the problem and the remedy the complainant believes is appropriate. A complaint form is available online at <https://www.stancounty.com/accessibility/>. Alternative means of submitting complaints such as personal or telephone interviews will be made available upon request for persons with disabilities. Verbal complaints will be accepted and transcribed by the Title VI Coordinator for any complainant unable to complete the form. Verbal complaints may be filed in person at 1010 10th St or by phone.

The complaint may be submitted by mail, email, fax, or hand delivery to:  
Stanislaus County Title VI Coordinator  
1010 10th Street  
Modesto, CA 95354  
Email: [herzogm@stancounty.com](mailto:herzogm@stancounty.com)  
Phone: 209-525-6319 Fax: 209-525-4410

Stanislaus County Public Works will only process complaints that are complete. The following procedures will be followed to investigate formal Title VI complaints:

- A. Within ten (10) days of receiving the complaint, the Department's Title VI Liaison will review the complaint with the complainant receiving an acknowledgement informing him/her of the process for reviewing the complaint.
- B. The investigation will be conducted and completed within thirty (30) days of the receipt of the formal complaint.
- C. If more information is needed to resolve the case, Public Works may contact the complainant. The complainant has ten (10) business days from the date of the letter to send requested information to the Department's Title VI Liaison. If the Department's Title VI Liaison does not receive the additional information within 10 business days, Public Works may close the case.
- D. The complainant will be notified in writing of the cause to any planned extension to the 30 day rule.

E. A case can be administratively closed also if the complainant no longer wishes to pursue their case. Following the investigation, the Department's Title VI Liaison will issue one of two letters to the complainant:

- 1] A closure letter or
- 2] A letter of Finding (LOF).

A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action that will occur.

F. If the complainant is unsatisfied with the decision, he/she has 30 days after the date of the closure letter or the LOF to appeal to the County's Title VI Coordinator. The complainant is entitled to review the denial, to present additional information and arguments, and to review separation of functions (i.e. a decision by a person not involved with the initial decision to deny eligibility). The complainant is entitled to receive written notification of the decision of the appeal and the reason for it.

G. In the event the complainant is not satisfied with the results of the investigation and/or proposed resolution recommended by the ADA/Civil Rights Coordinator or designee, the complainant may appeal the decision within 30 calendar days to the Chief Executive Officer. The appeal must be in writing, and submitted to the Stanislaus County ADA Coordinator/Title VI Coordinator at the address previously provided, within 30 calendar days of the date of mailing of the decision. The appeal must set forth the reasons the complainant disagrees with the results of the investigation and/or proposed resolution in order to be considered by the Chief Executive Officer. The Chief Executive Officer, or designee, shall review the matter on appeal and render a decision within 30 calendar days. The decision of the Chief Executive Officer or designee shall be final.

H. The complainant may also file a complaint directly with the Federal Transit Administration, as follows: Title VI Program Coordinator, FTA Office of Civil Rights, East Building, 5th Floor – TCR, 1200 New Jersey Avenue, S.E., Washington, D.C. 20590.

Per the LAP, will work to update its complaint procedures including forwarding Title VI complaints to Caltrans for processing.

### **Procedimientos de Quejas del Título VI**

Obras Públicas anima a los miembros del público que tengan quejas sobre el acceso a una actividad, programa o servicio a intentar resolverlas informalmente con el Gerente

del Título VI del departamento que proporciona la actividad, programa o servicio. El Condado otorga a todos los ciudadanos igualdad de acceso a sus servicios de Obras Públicas bajo el Título VI. Obras Públicas del Condado de Stanislaus también tiene como objetivo garantizar que todos los ciudadanos conozcan sus derechos a dicho acceso.

El Condado se compromete a garantizar que ninguna persona sea excluida de la participación ni se le nieguen los beneficios de sus servicios por motivos de raza, color u origen nacional, según lo estipula el Título VI de los Derechos Civiles de 1964. Para ello, la División de Obras Públicas del Condado:

1. Garantizará que el nivel y la calidad del servicio se brinden sin importar la raza, el color o el origen nacional.
2. Promoverá la participación justa en la toma de decisiones para toda la población afectada.
3. Prevenir la negación, reducción o retraso de los beneficios relacionados con los servicios, programas y actividades de Obras Públicas que benefician a minorías o personas de bajos ingresos; y
4. Garantizar el acceso efectivo a los servicios, programas y actividades de transporte para las personas con dominio limitado del inglés.

El público también puede usar el formulario de quejas disponible en línea en [www.srt.org](http://www.srt.org). Se pondrán a disposición de las personas con discapacidad, previa solicitud, medios alternativos para presentar quejas, como entrevistas personales o telefónicas. La queja puede presentarse por correo postal, correo electrónico, fax o entregarse en mano al Enlace del Título VI del Condado en:

Administración de Servicios Generales del Condado de Stanislaus  
Atención: Coordinador del Título VI  
1010 10th Street  
Modesto, CA 95354  
Correo electrónico: [herzogm@stancounty.com](mailto:herzogm@stancounty.com)

En caso de que una queja ante Obras Públicas no se resuelva, se puede presentar una queja formal sobre el acceso a programas, servicios o actividades de transporte público ante el Coordinador del Título VI del Condado. La queja debe presentarse por escrito e incluir información sobre la presunta discriminación, como nombre, dirección, número de teléfono del demandante, ubicación, fecha, descripción del problema y la solución que el demandante considere adecuada. El formulario de queja está disponible en línea en [www.stancounty.com/accessibility](http://www.stancounty.com/accessibility). Se pondrán a disposición de las personas con

discapacidad, previa solicitud, medios alternativos para presentar quejas, como entrevistas personales o telefónicas. El Coordinador del Título VI aceptará y transcribirá las quejas verbales de cualquier demandante que no pueda completar el formulario. Las quejas verbales pueden presentarse en persona en 1010 10th St o por teléfono. La queja puede presentarse por correo postal, correo electrónico, fax o entregarse en mano a:

Coordinador del Título VI del Condado de Stanislaus  
1010 10th Street  
Modesto, CA 95354  
Correo electrónico: [herzogm@stancounty.com](mailto:herzogm@stancounty.com)  
Teléfono: 209-525-6319 Fax: 209-525-4410

El Departamento de Obras Públicas del Condado de Stanislaus solo procesará quejas completas. Se seguirán los siguientes procedimientos para investigar quejas formales del Título VI:

A. Dentro de los diez (10) días siguientes a la recepción de la queja, el Enlace del Departamento para el Título VI la revisará. El denunciante recibirá un acuse de recibo informándole sobre el proceso de revisión.

B. La investigación se realizará y completará dentro de los treinta (30) días siguientes a la recepción de la queja formal.

C. Si se necesita más información para resolver el caso, el Departamento de Obras Públicas podrá contactar al denunciante. El denunciante tiene diez (10) días hábiles a partir de la fecha de la carta para enviar la información solicitada al Enlace del Departamento para el Título VI. Si el Enlace del Departamento para el Título VI no recibe la información adicional dentro de los 10 días hábiles, el Departamento de Obras Públicas podrá cerrar el caso.

D. Se notificará por escrito al denunciante el motivo de cualquier prórroga prevista del plazo de 30 días.

E. Un caso también puede cerrarse administrativamente si el denunciante no desea continuar con su caso. Tras la investigación, el Enlace del Título VI del Departamento emitirá una de dos cartas al denunciante:

- 1] Una carta de cierre o
- 2] Una carta de Conclusiones (LOF).

La carta de cierre resume las acusaciones e indica que no hubo ninguna infracción del Título VI y que el caso se cerrará. La LOF resume las acusaciones y las entrevistas relacionadas con el presunto incidente y explica si se tomarán medidas disciplinarias, capacitación adicional para el miembro del personal u otras medidas.

F. Si el denunciante no está satisfecho con la decisión, tiene 30 días a partir de la fecha de la carta de cierre o de la LOF para apelar ante el Coordinador del Título VI del Condado. El denunciante tiene derecho a revisar la denegación, a presentar información y argumentos adicionales, y a revisar la separación de funciones (es decir, la decisión de una persona ajena a la decisión inicial de denegar la elegibilidad). El reclamante tiene derecho a recibir notificación por escrito de la decisión del recurso y de su fundamento.

G. En caso de que el denunciante no esté satisfecho con los resultados de la investigación o la propuesta de resolución recomendada por el Coordinador de la ADA/Derechos Civiles o su designado, podrá apelar la decisión ante el Director Ejecutivo en un plazo de 30 días naturales. La apelación deberá presentarse por escrito al Coordinador de la ADA/Coordinador del Título VI del Condado de Stanislaus, a la dirección previamente proporcionada, dentro de los 30 días naturales siguientes a la fecha de envío de la decisión. La apelación deberá explicar las razones por las que el denunciante no está de acuerdo con los resultados de la investigación o la propuesta de resolución para que el Director Ejecutivo la considere. El Director Ejecutivo, o su designado, revisará el asunto apelado y emitirá una decisión en un plazo de 30 días naturales. La decisión del Director Ejecutivo o su designado será definitiva.

H. El denunciante también puede presentar una queja directamente ante la Administración Federal de Tránsito, de la siguiente manera: Coordinador del Programa del Título VI, Oficina de Derechos Civiles de la FTA, Edificio Este, 5.º piso – TCR, 1200 New Jersey Avenue, S.E., Washington, D.C. 20590.

Según el LAP, trabajará para actualizar sus procedimientos de quejas, incluido el envío de las quejas del Título VI a Caltrans para su procesamiento.

## Title VI Complaint Form

A copy of the complaint form - in English and Spanish - is attached hereto as Appendix E.

## List of Public Works' Transit Related Title VI Investigations, Complaints and Lawsuits

Date Received	Date of Response	Description of Complaint	Status	Actions taken (county)
2/20/2025	2/26/2025	Alleged race discrimination	closed	Complaint reviewed and response provided
2/19/2025	2/20/2025	Issue related to licensed family child care home	closed	Complainant informed of complaint procedures and form
8/7/2024	10/24/2024	Un-translated BOS time and related documents	closed	These specific documents were not required to be translated
12/13/2023	12/14/2023	unclear	closed	Requested but did not receive clarification
6/3/2023	6/5/2023	Missing safety railing at high school bleachers	closed	Contacted school to remedy the issue
2/27/2023	unknown	Adoption issue	open	Complaint sent to relevant agency for review and response
6/13/2022	6/16/2022	Removal from County building	closed	No Title VI allegation made
2/8/2022	2/28/2022	Alleged race discrimination	closed	Reviewed and complainant informed that all members of the public were subjected to the same security

				procedures, regardless of race
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*Michael Herzog*

14/08/25

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Mike Herzog

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Date

ADA Coordinator | Title VI Program Coordinator

Stanislaus County – General Services Administration



# Public Participation Plan And Process

A Component of Title VI Compliance Civil Rights Act of 1964

## Executive Summary

Public participation is the process through which stakeholders can partake directly in agency decision-making, and express their concerns, desires, and values. The Department's planning process and the Public Participation Plan (PPP) is a roadmap to ensure the public has sufficient access to information and can provide meaningful input into decisions made regarding the future of Public Works' services and projects in Stanislaus County.

To carry out its mission to its fullest potential, Public Works is committed to engaging all members of the community and providing opportunities to participate in meaningful decision-making about plans and projects that may affect their lives or livelihoods. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

One critical concern addressed by Title VI is the language barrier that Limited English Proficiency (LEP) persons face with respect to accessing information about and engaging with the Public Works Department. Public Works' employees must ensure this group has adequate access to the agency's programs and activities, meaning that public participation opportunities should also be accessible to those who have a limited understanding of English (spoken and/or written).

Further, Executive Order 12898 and FTA circular 4703.1 provide that environmental justice for low-income populations should be part of the mission of federally funded programs. Under these mandates, the Public Works Department must take reasonable steps to ensure all persons have access to participate in their activities and programs. Additionally, under Executive Order 13166, public engagement activities must be made accessible to persons who have limited English proficiency. The PPP plan formalizes the Department's public engagement policies designed to encourage partnerships with Stanislaus County's diverse communities, ensuring that their concerns are heard and their contributions are included along with those of the greater population. The plan provides the roadmap staff will use to advance that goal.

## Purpose of the Public Participation Plan

The PPP has been designed to be inclusive of all populations served by the Public Works Department and includes a detailed public participation process, clear goals, and a variety of public participation methods to provide information and invite the public to give input throughout decision-making processes, and performance measures and objectives. This document will discuss the strategies used to obtain feedback from the public. This plan is to be used when Public Works embarks upon service planning activities or other undertakings wherein public participation plays a critical role in a successful outcome. In short, the PPP's purpose is to:

1. Inform the public about Public Works issues and planning processes;
2. Establish the process through which the public can express concerns, desires, and values;
3. Reach a wide range of residents and workers, and increase the participation of underrepresented populations;
4. Ensure that Public Works programs and activities reflect the community values; and
5. Improve service outcomes based on public input Public Participation Strategies.

The Public Works Department recognizes the importance of participating in a wide variety of public meetings and outreach to share information about Public Works programs, activities, and services. Relevant Public Meetings follow strict protocols for public notice, agenda setting, opportunity to participate and provide comment, and meeting minutes that summarize public input. With respect to Departmental outreach activities, Public Works uses established procedures to address outreach efforts that include the activities outlined below. In order to share information with County residents regarding Public Works programs, the Department's Approach to Public Participation & Activities is attached as Appendix F.

## Public Participation Tools

Public Works values the input of community members as potential programs and projects are discussed and scales its outreach to match the potential impact upon the diverse communities impacted throughout Stanislaus County as a whole. Public participation should be considered at the earliest stages of any Public Works project that may impact the surrounding community. As projects vary greatly in scope and size, the public participation process will similarly vary for each with certain minimum public participation standards employed consistently. The following outlines tools and

strategies to ensure that public input is invited and all foreseeable impacts to the community are considered.

## Overview

The first section in this document describes the purpose of the Language Assistance Plan (LAP). The second section in this document provides the four-factor Limited English Proficient (LEP) analysis (as outlined by the Department of Transportation (DOT)) used to identify LEP needs and assistance measures. The four-factor LEP analysis includes:

Factor 1: The number or proportion of LEP persons in the service area who may be served or are likely to encounter Public Works' programs, activities or services.

Factor 2: The frequency with which LEP persons come in contact with the Public Works' programs, activities, or services.

Factor 3: The nature and importance of programs, activities, or services provided by Public Works to the LEP population.

Factor 4: The resources available to the County's Public Works Department and overall cost to provide LEP assistance.

The third and final section discusses the implementation of the Language Assistance Plan (LAP), which includes methodologies for identifying LEP individuals, providing services, establishing policies, monitoring the LAP, and recommendations for future LAP implementations.

## Purpose of the Language Assistance Plan

Title VI of the Civil Rights Act of 1964: Prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. One critical concern addressed by Title VI is the language barrier that Limited English Proficiency (LEP) persons face with respect to accessing information about and using transit service. Public Works must ensure that this group has adequate access to the Department's services, programs, and activities, including public participation opportunities.

Executive Order 13166: Titled "Improving Access to Services for Persons with Limited English Proficiency," forbids funding recipients from "restricting an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service,

financial aid, or other benefit under the program,” or from “utilize[ing] criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, or national origin.”

Federal Transit Administration Circular 4702.1B: Developed by the Federal Transit Administration (FTA) and details the administrative and reporting requirements for recipients of FTA financial assistance to comply with Title VI and related executive orders including on LEP. The United States Department of Transportation (DOT) published guidance that directed its recipients to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for LEP customers. The County’s Public Works Transit Division Language Assistance Plan (LAP) includes a four factor analysis and implementation plan that complies with the requirements of DOT LEP guidance.

In accordance with Title VI of the 1964 Civil Rights Acts, FTA Circular 4702.1B and Executive Order 1316, this section provides additional information on the four factor analysis pertaining to the County Transit Division’s language assistance plan.

Factor 1: The number or proportion of LEP persons eligible to be served or likely to be served by Public Works.

A review of the 2020 U.S. Census Bureau Data American Community of Language Spoken at Home estimates that, of the 551,430 Stanislaus County residents, 44.9% of residents speak a language other than English at home. Within this group, a significant portion, 73%, indicated that Spanish is the primary language spoken at home. Additional languages include Indo-European languages other than Spanish (10%), Asian and Pacific Islander languages (8%), and other unspecified languages (9%).

196,309 or 35.6% speak Spanish at home while 71,134 or 12.9% speak English less than “very well” at home. The chart below depicts the percent of the population in Stanislaus County that likely speaks English less than “very well”.

## Stanislaus County LEP Residents Ability To Speak English

<b>Stanislaus County, CA Languages Spoken at Home</b>	<b>Estimates</b>	<b>Percentage</b>
Total:	551,430	100%
Speak only English	303,838	55.1%
Spanish	196,309	73%
Speak English less than “very well”	71,134	12.9%

Public Works does not track annual expenditures and authorized services by primary language spoken and cannot ascertain whether English is also spoken “very well” or less than “very well”. However, Spanish is consistently the primary language for LEP populations. Beginning with Fiscal Year (FY) 2025-2026, the County will track the amount of the Department’s annual budget spent on English speaking consumers and those spent on Spanish speaking consumers.

Factor 2: Frequency with which LEP persons come into contact with Public Works’ services, programs or activities:

An analysis of the Census data indicates the predominant language spoken at home other than English is Spanish. Public Works averages about 1-5 calls a day that require translations, the majority of which are for Spanish translation. The County’s Public Works Division has access to bilingual staff that speak and translate Spanish fluently in person or over the phone to LEP persons.

Factor 3: The nature and importance of programs, activities or services provided by Public Works to LEP persons:

The largest concentrations of LEP individuals in Stanislaus County service area are people who speak Spanish (32.8%) in their homes. Services provided by Public Works that LEP individuals use include addressing:

- Potholes, drains, edge of pavement issues, flooding, road hazards, shoulders, street lights/traffic lights, spills, street signage, street sweeping, traffic striping, weeds, tree trimming, encroachment permits, transportation permits, speed zones, no parking zones, signal requests, stop sign requests, surveys, illegal

dumping issues, parade permits, and any Public Works project-specific info questions.

Public Works also provides the public with the correct Department's information if it's not something Public Works handles.

In addition to phone communications, Public Works has contact with LEP individuals via its workshops, work out in the field (crews and individual staff), Alternative Work Program, Board Meetings, Planning Commission Meetings, and Job Sites.

Public Works ensures that Staff Training pertinent to LEP communications and Title VI obligations is provided annually and is held in accessible locations. This Staff Training is described in detail, below. Additionally, Public Works staff are trained regarding the administration of auxiliary aid services.

Factor 4: The resources available to Public Works and overall cost to provide LEP assistance.

The Public Works' budgets fund 1,102 PW Road Construction Projects and 2,260 PW Construction Projects. The total budgeted percentage is 28% for FY 2024-25. Public Works projects that are funded with FHWA funds are budgeted in multiple cost centers and two different funds. The 28% does not represent the overall PW budgets as these cost centers do not relate to FHWA funding.

Public Works' operating budget does not include a line item for Marketing that provides language access and outreach. Notably, the County website features a "Translate" button for website information, including the Public Works webpage, but Public Works' applications or forms (other than those included or attached to this Report) are translated on an as-needed basis. Because Public Works has multiple employees who are able to provide translation services and translate documents on an as-needed basis, there is no specific line item for outreach to LEP persons which is included in the Department's marketing budget.

Public Works performs outreach to LEP persons by conducting community outreach events, such as project-specific meetings like Colorado-Rouse Sewer Project. The County's Public Works Department recognizes the need to provide language services and currently translates all relevant related documents into Spanish for LEP persons in Stanislaus County including the following documents:

- Project-specific factsheet (community outreach) will be translated before being mailed out to inform affected customers of an upcoming project.
- Public Works' "In the Works" Newsletter will be translated before being released on line for our Spanish speaking customers.
- Any Public Works document or webpage calling for public comment on projects that impact the community will be translated for our Spanish-speaking customers.

## Summary

The results of the Four Factor Analysis can be summarized with the following points:

- More LEP persons have been served by the program in the last 5 years.
- No LEP persons were underserved due to language barriers.
- Surveyed Agency staff reported 1-5 LEP phone calls per day.
- Public Works does not have an LEP specific budget line item; LEP persons are served through multilingual staff, onsite and instantaneously available translation services both orally and in writing, and multilingual outreach efforts.

## LEP Implementation Plan

Through the four-factor analysis, Public Works has determined that the following types of language assistance are most needed and feasible:

- Translation of vital documents into Spanish. These documents include:
  - Stanislaus County's Title VI Policy Statement
  - Brochure: "Your Rights: Under California Welfare Programs"
  - Stanislaus County's Complaint Procedure
  - Stanislaus County Complaint Form
  - Stanislaus County ADA Title II and Civil Rights Title VI Public Notice
  - Documents noted above with regard to public outreach.
- Emergency preparedness brochure
- Bilingual staff with competency in spoken and written Spanish, Portuguese, ASL, Russian, Ukrainian, Arabic, Khmer, Farsi.
- Language Line Translation Services for telephone contacts.
- In-person translation for ADA eligibility assessments.

### Staff Access to Language Assistance Services:

Department staff who come into contact with LEP persons can access language services by transferring a caller to bilingual staff or having bilingual staff come to the counter to translate conversation; additionally, staff are aware of how to use google translate if additional support is needed. Additionally, LEP persons can use Speak

Cards and Language Line interpretation services, examples of which are appended to this Report.

### Responding to LEP Callers

The most common other language needing translation services is Spanish. Staff can either assist the caller if they're bilingual in Spanish or place them on hold while they find another staff member to assist.

Staff who answer calls from the public respond to LEP customers as follows:

The most common other language needing translation services is Spanish, if a staff member does not know Spanish they will either say: "One moment please" or "Un Momento por favor" and that generally lets the customer know they will find someone to assist them in Spanish.

### Responding to Written Communications from LEP Persons

The most common other language needing translation services is Spanish. There are bilingual Spanish-speaking staff that can also read and write in Spanish and therefore will communicate either by letter or email in Spanish with the customer.

The following procedures are followed when responding to written communications from LEP persons: Spanish-speaking staff communicate either by letter or email in Spanish with the customer. Staff can also contact the CEO's office for further guidance or instruction when needed.

### Responding to LEP Individuals in Person

Either bilingual staff will assist customers or go find a bilingual staff member to assist. In most cases, if it's any other language than Spanish, customers usually bring in their own translator.

The following procedures are followed when an LEP person visits our customer service and administrative office: Bilingual staff are usually available to assist customers, either call or go find a staff member to assist, or have customers write down their information and someone calls them back. Customers can also use the County's "Speak Cards" or "Language Line" print materials to ensure accurate and timely translation services. Examples of these materials are attached as exhibits to this Plan.

### Staff Training

As noted previously, all Public Works staff is provided with a list of available language assistance services and additional information and referral resources, updated annually.



All new hires receive training on assisting LEP persons as part of their sensitivity and customer service training. This includes:

- A summary of the agency's language assistance plan;
- A summary of the number and proportion of LEP persons in the agency's service area, the frequency of contact between the LEP population and the agency's programs and activities, and the importance of the programs and activities to the population;
- A description of the type of language assistance that the agency is currently providing and instructions on how agency staff can access these products and services; and
- A description of the agency's cultural sensitivity policies and practices.

Also, all staff who routinely encounter customers, as well as their supervisors and all management staff, receive [annual] refresher training on policies and procedures related to assisting LEP persons. As of the time of submitting this Plan, this training has been revised to include:

- CalTrans online Title VI training:  
<https://dot.ca.gov/programs/local-assistance/local-civil-compliance/title-vi/training>  
([https://www.youtube.com/watch?v=B4HtYsn\\_JMM](https://www.youtube.com/watch?v=B4HtYsn_JMM));
- Department of Justice online Title VI training:  
<https://www.ojp.gov/program/civil-rights/video-training-grantees/title-vi-overview>;  
and
- And in-person training by outside consultants on an as-needed, ad hoc basis.

### Providing Notice to LEP Persons

LEP persons are notified of the availability of language assistance through the following approaches:

- following our Title VI policy statement included on our vital documents;
- Notice posted on our website and at the Department's Public Lobby;
- Bilingual staff at Department offices;
- staffing a table with bilingual staff at events of interest to LEP groups; and
- Speak Cards and Language Line print materials;
- use of an automated telephone menu system in the most common languages encountered.

This plan will be updated on a periodic basis (at least every three (3) years), based on feedback, updated demographic data, and resource availability.

As part of ongoing outreach to community organizations, Public Works will solicit feedback on the effectiveness of language assistance provided and unmet needs as appropriate. In addition, we will conduct periodic internal meetings with staff who assist LEP persons and review of updated Census data of the adequacy and quality of the language assistance provided, and determine changes to LEP needs.

Based on the feedback received from community members and employees, Public Works will make incremental changes to the type of written and oral language assistance provided as well as to their staff training and community outreach programs. The cost of proposed changes and the available resources will affect the enhancements that can be made, and therefore Public Works will attempt to identify the most cost-effective approaches. As the community grows and new LEP groups emerge, Public Works will strive to address the needs for additional language assistance. A copy of Public Works' LAP and supporting materials are attached as Appendix G

## APPENDICES

Appendix	Document or Attachment
Appendix A	Stanislaus County Title VI Policy Statement (English & Spanish)
Appendix B	Stanislaus County's Public Works-CalTrans Executed Master Agreement 10-04-2016
Appendix B.1	Example of standard agreement showing Title VI Appendices A & E assurances: construction contract
Appendix B.2	Example of standard agreement showing Title VI Appendices A & E assurances: construction contracts: consultant contract
Appendix C	Locations Where Title VI Notices Are Posted for Public Works
Appendix D	Stanislaus County Public Works - Title VI Complaint Procedures (English & Spanish)
Appendix E	Stanislaus County Title VI Complaint Form (English & Spanish)
Appendix F	Approach to Public Participation & Activities
Appendix G	Language Assistance Plan
Appendix H	Speak Cards
Appendix I	Language Line Assistance Document
Appendix J	Stanislaus County Organizational Chart
Appendix K	Public Works Department Organizational Chart

Appendix L	Stanislaus County 2021 Equal Employment Opportunity Plan
Appendix M	Stanislaus County 2023 Equal Employment Opportunity Non-Discrimination Statement
Appendix N	Stanislaus County Public Notice ADA Title II and Civil Rights Title VI (English & Spanish) “Your Rights” Public Display
Appendix O	Stanislaus County Employee Conduct/Behavior Expectations: Workplace Harassment, Discrimination And Retaliation Policy (Approved January 24, 2012/Resolution #2012-026)

# APPENDIX A

Stanislaus County Title VI Policy Statement (English & Spanish)



## **STANISLAUS COUNTY CIVIL RIGHTS TITLE VI POLICY STATEMENT**

The County of Stanislaus (County), under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person on the grounds of race, color, age, disability or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event the County distributes federal aid funds to another entity, the County will include Title VI language in all written agreements and will monitor compliance.

The Stanislaus County Civil Rights Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports and other County responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulations 21.

### **LIMITED ENGLISH PROFICIENCY POLICY STATEMENT AND AVAILABLE RESOURCES**

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq., provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance. Title VI and its implementing regulations require that recipients of Federal financial assistance take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals with Limited English Proficiency (LEP).

If you need this information in an alternate format, such as in a language other than English, please either: 1) submit a request at [www.stancounty.com/accessibility](http://www.stancounty.com/accessibility); 2) contact the County department providing the facility, program or service and advise the department's designated ADA Title II/Civil Rights Title VI Liaison of the individual's needs; or 3) contact the Stanislaus County ADA Title II/Civil Rights Title VI Coordinator located in the Clerk of the Board Office at (209) 525-4494, fax (209) 525-4420 who will direct you to the appropriate department representative.

### **COMPLAINTS**

Complaints against a Stanislaus County program, service, or activity involving discrimination on the basis of race, color, age, disability or national origin should be directed to the Stanislaus County ADA Title II/Civil Rights Title VI Coordinator located in the Clerk of the Board Office at (209) 525-4494, fax (209) 525-4420 or [www.stancounty.com/accessibility](http://www.stancounty.com/accessibility).



## **CONDADO DE STANISLAUS DECLARACIÓN POLÍTICA DEL TÍTULO VI DE DERECHOS CIVILES**

El Condado de Stanislaus (Condado), en virtud del Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, garantiza que a ninguna persona, por motivos de raza, color, edad, discapacidad u origen nacional, se le excluya de participar, se le nieguen los beneficios o sea objeto de discriminación de alguna otra manera, en virtud de cualquier programa o actividad. Además, el Condado asegura que se hará todo lo posible para garantizar la no discriminación en todos sus programas y actividades, ya sea que esos programas y actividades sean financiados por el gobierno federal o no.

En caso de que el Condado distribuya fondos de ayuda federal a otra entidad, el Condado incluirá el lenguaje del Título VI en todos los acuerdos escritos y supervisará el cumplimiento.

El coordinador del Título VI de Derechos Civiles del Condado de Stanislaus es responsable de iniciar y monitorear las actividades del Título VI, elaborar los informes necesarios y otras responsabilidades del Condado según lo exige el Título 23 del Código de Regulaciones Federales (Code of Federal Regulations, CFR) Parte 200 y el Título 49 del Código de Regulaciones Federales Parte 21.

### **DECLARACIÓN POLÍTICA Y RECURSOS DISPONIBLES SOBRE EL DOMINIO LIMITADO DEL INGLÉS**

El Título VI de la Ley de Derechos Civiles de 1964, 42 U.S.C. § 2000d, et seq., establece que ninguna persona será objeto de discriminación por motivos de raza, color u origen nacional en virtud de ningún programa o actividad que reciba asistencia financiera federal. El Título VI y sus regulaciones de implementación exigen que los beneficiarios de asistencia financiera federal tomen medidas responsables para garantizar un acceso significativo a los beneficios, servicios, información y otras partes importantes de sus programas y actividades para personas con dominio limitado del inglés (Limited English Proficiency, LEP).

Si necesita esta información en un formato alternativo, como en un idioma que no sea inglés:

1) envíe una solicitud en <http://www.stancounty.com/accessibility>; 2) comuníquese con el departamento del Condado que proporciona la instalación, el programa o el servicio y notifique al contacto designado del Título II de la Ley de Americanos con Discapacidades (Americans with Disabilities Act, ADA)/Título VI de Derechos Civiles del departamento sobre las necesidades de la persona; o 3) comuníquese con el coordinador del Título II de la ADA/Título VI de Derechos Civiles del Condado de Stanislaus ubicado en la Agencia de Servicios Generales al (209) 525-6319, fax (209) 525-7787, quien lo dirigirá con el representante del departamento correspondiente.

### **QUEJAS**

Las quejas en contra de un programa, servicio o actividad del Condado de Stanislaus que impliquen discriminación por motivos de raza, color, edad, discapacidad u origen nacional deben dirigirse al coordinador del Título II de la ADA/Título VI de Derechos Civiles del Condado de Stanislaus ubicado en la Agencia de Servicios Generales al (209) 525-6319, fax (209) 525-7787 o en <http://www.stancounty.com/accessibility>.

# APPENDIX B

Stanislaus County's Public Works-CalTrans Executed Master Agreement  
10-04-2016



MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT FOR  
FEDERAL-AID PROJECTS

10       Stanislaus County

-----  
District    Administering Agency

Agreement No. 10-5938F15

This AGREEMENT, is entered into effective this <sup>4<sup>th</sup></sup>~~16th~~ day of <sup>OCTOBER</sup>~~August~~, 2016, by and between Stanislaus County, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

## ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".
9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.
11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with 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 Code of Regulations.
14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

### ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

#### ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.



11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V  
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States 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 and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, 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 STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

## ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

## ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY 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 STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By   
DAVID GIUNGO

For Chief, Office of Project Implementation  
Division of Local Assistance

Date 4 OCT 16

Stanislaus County

By \_\_\_\_\_

Stanislaus County  
Representative Name & Title  
(Authorized Governing Body Representative)

Date \_\_\_\_\_

\*Signatures on next page (16A)



REVISED MASTER AGREEMENT

COUNTY OF STANISLAUS



DICK MONTEITH


Chairman of the Board of Supervisors  
County of Stanislaus, State of California

Date August 16, 2016

ATTEST

ELIZABETH A. KING

Clerk of the Board of Supervisors  
Of the County of Stanislaus,  
State of California

By   
Deputy Clerk

APPROVED AS TO FORM

JOHN DOERING

County Counsel

By   
AMANDA M. DEHART  
Deputy County Counsel

APPROVED AS TO CONTENT

Department of Public Works

By   
MATTHEW MACHADO  
Director

## EXHIBIT A

### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors 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 12900(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 reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

## EXHIBIT B

### NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

## APPENDIX A TO EXHIBIT B

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

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.



The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (:) (and) \*

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (:) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

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\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY**

DEPT: Public Works

BOARD AGENDA #: \*C-1

AGENDA DATE: August 16, 2016

**SUBJECT:**

Approval of a Master Agreement with the Department of Transportation as the Administering State Agency for Federal-Aid Projects

---

**BOARD ACTION AS FOLLOWS:**

No. 2016-419

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST:

  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS**  
**AGENDA ITEM**

DEPT: Public Works

Urgent ☐

Routine ☒



BOARD AGENDA #: \*C-1

AGENDA DATE: August 16, 2016

CEO CONCURRENCE:

4/5 Vote Required: Yes ☐ No ☒

---

**SUBJECT:**

Approval of a Master Agreement with the Department of Transportation as the Administering State Agency for Federal-Aid Projects

---

**STAFF RECOMMENDATIONS:**

1. Approve the Master Agreement with the Department of Transportation (Caltrans) as the Administering State Agency for Federal-Aid Projects.
2. Authorize the Chairman of the Board of Supervisors to sign the Master Agreement with Caltrans.

**DISCUSSION:**

The United States Congress has enacted the Intermodal Transportation Efficiency Act of 1991 and subsequent Transportation Authorization Bills to fund transportation programs. These programs include, but are not limited to: the Surface Transportation Improvement Program, Congestion Mitigation and Air Quality Improvement Program, Highway Safety Improvement Program, Highway Bridge Program, State Transit Assistance, and the Active Transportation Program. The County receives Federal and State funds from each of these programs.

The State Legislature has enacted a legislation by which Federal-aid funds from these programs may be available for use on County transportation related projects, providing the County acts as a recipient of the funds in accordance with the intent of Federal law. Before Federal funds are available for specific program projects, the County and State are required to enter into an agreement to establish terms and conditions applicable to the County for the projects and the subsequent operation and maintenance of the completed projects. Caltrans is the State designated agency that administers projects funded by the Federal Highway Administration. Under Caltrans' authority, the County is required to enter into this Master Agreement.

To keep up with the changing landscape of Federal-aid regulations, the Federal Master Agreement was revised by Caltrans to reflect recent changes created within the Federal Code of Regulations under Title 2 CFR Part 200. Additionally, it has been ten years since the last Federal Master Agreement was updated. This updated Agreement will replace the current Agreement and eliminate obsolete Federal and State regulations and references thereto.

**Approval of a Master Agreement with the Department of Transportation as the Administering State Agency for Federal-Aid Projects**

---

The execution of this Master Agreement will allow the County to continue to obtain Federal-aid for qualifying projects.

Therefore, it is recommended that the Master Agreement be approved and authorize the Chairman to sign the agreement on behalf of the Board.

**POLICY ISSUE:**

The Board of Supervisors' approval is needed for agreements with other governmental agencies.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item. This Agreement authorizes the County to obtain funding from the Surface Transportation Improvement Program, Congestion Mitigation and Air Quality Improvement Program, Highway Safety Improvement Program, Highway Bridge Program, State Transit Assistance, and the Active Transportation Program.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priorities of providing a Safe Community and a Well Planned Infrastructure System by continuing efforts to improve County roads, bridges, and unincorporated communities.

**STAFFING IMPACT:**

Existing Public Works staff will oversee this agreement.

**CONTACT PERSON:**

Matt Machado, Public Works Director

Telephone: (209) 525-4153

**ATTACHMENT(S):**

1. Master Agreement with Caltrans

# APPENDIX B.1

Example of standard agreement showing Title VI Appendices A & E  
assurances: construction contract

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

#### **Title VI Assurances**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

1. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
2. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
5. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.



Contract No. XXXXX

6. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Maintain records and submit reports documenting your performance under this section.

**Required Federal Contract Provisions**

See the following pages for provisions.

# APPENDIX B.2

Example of standard agreement showing Title VI Appendices A & E  
assurances: consultant contract

## **PART IV – SAMPLE AGREEMENT, BONDS, AND GUARANTEE**

### **COUNTY OF STANISLAUS CONSTRUCTION AGREEMENT**

THIS AGREEMENT, entered into by and between **(Contractor's Name)** whose place of business is located at **(Contractor's Street Address)** ("Contractor"), and the County of Stanislaus ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. \_\_\_\_\_ adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 awarded a construction contract in the amount of \$XXX,XXX to Contractor for the following project.

**Name of Project**  
**County Contract Number (CAMS No.)**  
**Federal Aid Number (if applicable)**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

#### **Article 1. Work**

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

#### **Article 2. Architect/Engineer and Project Manager**

- 2.1 **(Name of agency who designed project)** designed the Project and furnished the Plans and Specifications. **(Name of agency who designed project)** shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.

#### **Article 3. Contract Time and Liquidated Damages**

- 3.1 Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Contractor shall achieve Final Completion of the entire Work and be ready for

Final Payment in accordance with Contract Closeout **Number (XX) – found in RFP** Working Days from the date when the Contract Time commences to run as provided in the Agreement.

- 3.3 Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.
- 3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

#### **Article 4. Contract Sum**

- 4.1 County shall pay Contractor the Contract Sum **Spell Out Dollar Amount Dollars (\$XXX,XXX)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid (Exhibit A).

#### **Article 5. Contractor's Representations**

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for

the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

#### **Article 6. Contract Documents**

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

**Agreement with the following exhibits**

- **Contractors Bid (Exhibit A)**
- **County's Insurance Requirements – (Exhibit B)**
- **Form FHWA-1273 (Exhibit C)**
- **Federal Wage Rates (Exhibit D)**
- **Encroachment Permit (if applicable)**

**Public Works Request for Proposal**

**Contractor's Response**

**Project Plans**

**Project Specifications**

**State Standard Specifications and Standard Plans**

#### **Article 7. Indemnity**

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to

performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.
- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

## **Article 8. Miscellaneous**

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Conditions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be



deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 8.9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**If to County:**

TBD  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, CA 95358

**If to Contractor:**

Contractor's Project Manager  
Company  
Address  
City, State, Zip

**Article 9. Certification Regarding Economic Sanctions Pursuant to California State Executive Order N-6-22**

9.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

9.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.



9.3 For contracts valued at \$5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

**COUNTY OF STANISLAUS**

**CONTRACTOR/COMPANY NAME**

By: \_\_\_\_\_  
David A. Leamon, Director  
Department of Public Works

By: \_\_\_\_\_  
Name of Signing Party  
Their Title

**APPROVED AS TO FORM:**  
Thomas E. Boze, County Counsel

By: \_\_\_\_\_  
Todd James  
Deputy County Counsel

**END OF AGREEMENT**

**CONSTRUCTION PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the COUNTY OF STANISLAUS (hereinafter referred to as "County") has entered into a Contract ("Construction Contract") with \_\_\_\_\_, (hereinafter referred to as "Principal" or "Contractor"), for construction of the \_\_\_\_\_ (the "Project");

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Principal is required under the terms of the Contract Documents to furnish a bond of faithful performance of the Contract Documents.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the County, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States ("Penal Sum"), to be paid to the County or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the County, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract Documents during the original term and any extensions thereof as may be granted by the County, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract Documents, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract Documents made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the County as stipulated in the Contract Documents, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship, then the obligations of Surety hereunder shall continue so long as any such obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

1. Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Principal completely and properly performs all of its obligations under the Construction Contract, Surety and Principal shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
  - 3.1 The County provides Surety with written notice that the County has declared a Principal Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 The County has agreed to pay the Balance of the Contract Sum:
    - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2 To a Principal selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When the County has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Principal, with consent of the County, to perform and complete the Construction Contract (but the County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Principal as its agent or independent contractor or Contractor without the County's consent; or
  - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to the County for a contract for performance and completion of the Construction Contract and, upon determination by the County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by the County and the contractor or Principal selected with the County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to the County the amount of such excess; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Principal, and with reasonable promptness under the circumstances and, after investigation and consultation with the County, determine in good faith its monetary obligation to the County under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to the County with full explanation of the payment's calculation. If the County accepts Surety's tender under this Paragraph 4.4, the County may still hold Surety liable for future damages then unknown or unliquidated resulting from the Principal Default, as agreed by the County and Surety at the time of tender. If the County disputes the amount of Surety's tender under this Paragraph 4.4, the County may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.

5. At all times the County shall be entitled to enforce any remedy available to the County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Principal's Construction Contract obligations. Surety's obligations include, but are not limited to:
  - 6.1 Principal's obligations to complete the Construction Contract and correct Defective Work;
  - 6.2 Principal's obligations to pay liquidated damages; and
  - 6.3 To the extent otherwise required of Principal under the Construction Contract, Principal's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Principal Default (but excluding attorney's fees incurred to enforce this Bond).
7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from the County to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Principal Default. To the extent Surety's independent default causes the County to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which the County is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
8. If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than the County or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any the County action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any County action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is a County Default.
11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between the County and Principal regarding the Construction Contract, or in the Superior Court of the County of Stanislaus, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from the County to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.

12. All notices to Surety or Principal shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to the County shall be mailed or delivered as provided in the Contract Documents. Actual receipt of notice by Surety, the County or Principal, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
14. **Definitions**
- 14.1 **Balance of the Contract Sum:** The total amount payable by the County to Principal pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
- 14.2 **Construction Contract:** The agreement between the County and Principal identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 14.3 **Principal Default:** Material failure of Principal, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in the General Conditions.
- 14.4 **County Default:** Material failure of the County, which has neither been remedied nor waived, to pay Principal progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Principal Default and is sufficient to justify Principal termination of the Construction Contract.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title\_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or

Representative for service of  
process in California, if different  
from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety

and Agent or Representative for  
service of process in California)

\_\_\_\_\_

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally

appeared \_\_\_\_\_, who proved to me on the basis of  
satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)                      ☐ Limited  
   ☐ General
- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.



## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s)      ☐ Limited  
                                 ☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.



## CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

**1.01** THAT WHEREAS, the County of Stanislaus ("Owner") has awarded to (Name of Contractor) as Principal Contract Number \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Contract"), titled THE \_\_\_\_\_ PROJECT in the amount of \$\_\_\_\_\_, which Contract is by this reference made a part hereof, for the work of the following Contract:

[Insert Project Description]

as described in further detail in the Project Documents for the above-referenced project(s) as listed in Article 6 of the County's Standard Construction Contract, which Project Documents include the Project Plans and Specifications prepared by \_\_\_\_\_, a copy of which has been issued to Contractor.

- A. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
- B. NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) \_\_\_\_\_, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (\$ \_\_\_\_\_), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- C. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
- D. This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with California Mechanic's Lien Law and Related Construction Remedies including Stop Notices.
- E. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- F. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

G. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Company: \_\_\_\_\_ (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach Attorney-in-Fact Certificate)

Title\_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_

**END OF DOCUMENT**

## **GUARANTEE**

TO: The County of Stanislaus ("County"), for construction of the \_\_\_\_\_.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guarantee period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Special Provisions.

The foregoing Guarantee is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guarantee and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Name\_\_\_\_\_  
Signature\_\_\_\_\_  
Print Name\_\_\_\_\_  
Title\_\_\_\_\_  
Street Address\_\_\_\_\_  
City, State, Zip Code

Add the following Appendix E for Federal Aid Contracts:

## **[Appendix E of the Title VI Assurances (US DOT Order 1050.2A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

### **Pertinent Nondiscrimination Authorities:**

- 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.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on 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 at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 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;
- 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);
- 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).]

FOR FEDERAL AID CONTRACTS, REPLACE THIS SHEET WITH THE PDF FORM

[FHWA-1273, "REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS"]

THE CORRECT FORM WILL SAY "FHWA-1273 – REVISED JULY 5, 2022" IN THE TOP RIGHT CORNER ON THE FIRST SHEET

SAMPLE



# APPENDIX C

## Locations Where Title VI Notices Are Posted For Public Works

Location Name	Address	City
Public Works Lobby	1716 Morgan Road	Modesto, CA
Stanislaus County Website	<a href="https://www.stancounty.com/accessibility/">https://www.stancounty.com/accessibility/</a>	N/A

# APPENDIX D

Stanislaus County Public Works -  
Title VI Complaint Procedures (English & Spanish)



## **STANISLAUS COUNTY PUBLIC ACCESS TO FACILITIES, PROGRAMS AND ACTIVITIES GRIEVANCE PROCEDURE**

The County encourages members of the public with complaints regarding access to a facility, program, service, or activity to attempt to resolve complaints with the Americans with Disabilities Act Title II (ADA)/Civil Rights Title VI Liaison for the individual department providing the facility, program or service. The Department Liaison will report all complaints and outcomes to the County ADA/Civil Rights Coordinator. A formal complaint regarding access to County programs, services, or activities may be submitted to the County's ADA/Civil Rights Coordinator.

**A complaint must be submitted within 180 calendar days after the complainant becomes aware or should have become aware of the alleged violation.**

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant, location, date and description of the problem and the remedy the complainant believes is appropriate.

A complaint form is available online at [www.stancounty.com/accessibility](http://www.stancounty.com/accessibility). Alternative means of submitting complaints, such as personal or telephone interviews, will be made available upon request for persons with disabilities.

The complaint may be submitted using the electronic government outreach Customer Center at [www.user.govoutreach.com/stanislaus/](http://www.user.govoutreach.com/stanislaus/) by mail, email, fax or hand delivery to either:

- Department's ADA Title II/Civil Rights Title VI Liaison (contact information is posted at each County Department lobby and online at <http://www.stancounty.com/accessibility/contact.shtm>)
- Stanislaus County ADA Title II/Civil Rights Title VI Coordinator  
Clerk of the Board Office  
1010 10th Street, Suite 6700  
Modesto, CA 95354  
Email: [kingl@stancounty.com](mailto:kingl@stancounty.com)  
Phone: 209-525-4494  
Fax: 209-525-4420

An investigation, if appropriate, may follow the submission of a complaint. The investigation will be overseen by the ADA/Civil Rights Coordinator, or may be delegated to the appropriate County department for a departmental investigation.

A written response to the submitted complaint and any proposed resolution, if appropriate, shall be issued by the ADA/Civil Rights Coordinator, or designee, and a copy forwarded to the complainant and the affected department within 30 calendar days. However, in those circumstances where either an investigation of the complaint or a proposed resolution cannot reasonably be completed within 30 calendar days, then the investigation or proposed resolution shall be completed within a reasonable period, not to exceed 180 calendar days. The Coordinator's Office shall maintain the files and records relating to the complaint.

In the event the complainant is not satisfied with the results of the investigation and/or proposed resolution recommended by the ADA/Civil Rights Coordinator or designee, the complainant may appeal the decision within 30 calendar days to the Chief Executive Officer. The appeal must be in writing, and submitted to the Stanislaus County ADA Coordinator at the address previously provided, within 30 calendar days of the date of mailing of the decision. The appeal must set forth the reasons the complainant disagrees with the results of the investigation and/or proposed resolution in order to be considered by the Chief Executive Officer. The Chief Executive Officer, or designee, shall review the matter on appeal and render a decision within 30 calendar days. The decision of the Chief Executive Officer or designee shall be final.

All written complaints received by ADA/Civil Rights Coordinator or designee, appeals to the Chief Executive Officer or designee, and responses from these two offices will be retained by Stanislaus County for at least three years.

Submitting a complaint with Stanislaus County does not preclude a complainant from filing a complaint or seeking relief from any other federal or state agency with jurisdiction over such matters.



## **CONDADO DE STANISLAUS ACCESO PÚBLICO A INSTALACIONES, PROGRAMAS Y ACTIVIDADES PROCEDIMIENTO DE QUEJA**

El Condado alienta a los miembros del público que tengan quejas sobre el acceso a instalaciones, programas, servicios o actividades a que intenten resolver dichas quejas con el contacto del Título II de la Ley de Ley de Americanos con Discapacidades (Americans with Disabilities Act, ADA)/Título VI de Derechos Civiles para el departamento particular que brinda la instalación, el programa o el servicio. El contacto del departamento informará sobre todas las quejas y los resultados al coordinador de la ADA/Derechos Civiles del Condado. Se puede presentar una queja formal sobre el acceso a programas, servicios o actividades del Condado ante el coordinador de la ADA/Derechos Civiles del Condado.

**Una queja debe presentarse en un plazo de 180 días calendario contados a partir de que el demandante haya tomado conciencia o deba estar al tanto de la supuesta violación.**

La queja debe ser por escrito e incluir información sobre la supuesta discriminación, como nombre, dirección, número de teléfono del demandante, ubicación, fecha y descripción del problema y la solución que el demandante considera apropiada.

El formulario de queja está disponible en línea en <http://www.stancounty.com/accessibility/>. Para las personas con discapacidad que lo soliciten, se ofrecerán medios alternativos para presentar quejas, como entrevistas personales o telefónicas.

La queja se puede enviar a través del Centro de Atención al Cliente electrónico del gobierno en <http://www.user.govoutreach.com/stanislaus/> por correo, correo electrónico, fax o entrega personal a:

- contacto del departamento del Título II de la ADA/Título VI de Derechos Civiles (la información de contacto se exhibe en el vestíbulo de cada departamento del Condado y en línea en <http://www.stancounty.com/accessibility/contact.shtm>)
- coordinador del Título II de la ADA/Título VI de Derechos Civiles del Condado de Stanislaus  
Agencia de Servicios Generales  
1010 10th Street, Suite 5400  
Modesto, CA 95354  
Correo electrónico: [herzogm@stancounty.com](mailto:herzogm@stancounty.com)  
Teléfono: 209-525-6319  
Fax: 209-525-7787

Si corresponde, es posible que se realice una investigación después de que se presente una queja. La investigación será supervisada por el coordinador de la ADA/Derechos Civiles, o puede ser delegada al departamento del Condado correspondiente para que se realice una investigación departamental.

Si corresponde, el coordinador de la ADA/Derechos Civiles o la persona designada, responderá por escrito a la queja presentada y a cualquier resolución propuesta, y se enviará una copia al demandante y al departamento afectado en un plazo de 30 días calendario. Sin embargo, en las circunstancias en las que una investigación de la queja o una resolución propuesta no pueda completarse razonablemente en el plazo de 30 días calendario, la investigación o resolución propuesta se completará en un plazo razonable, que no exceda los 180 días calendario. La oficina del coordinador mantendrá los archivos y registros relacionados con la queja.

En caso de que el demandante no esté satisfecho con los resultados de la investigación o la resolución propuesta recomendada por el coordinador de la ADA/Derechos Civiles o la persona designada, el demandante puede apelar la decisión en un plazo de 30 días calendario ante el director ejecutivo. La apelación debe ser por escrito y presentarse ante el coordinador de la ADA del Condado de Stanislaus en la dirección proporcionada previamente, en un plazo de 30 días calendario contados a partir de la fecha de envío de la decisión. La apelación debe establecer los motivos por los que el demandante no está de acuerdo con los resultados de la investigación o la resolución propuesta para que el director ejecutivo los considere. El director ejecutivo, o la persona designada, revisará el asunto de la apelación y tomará una decisión en un plazo de 30 días calendario. La decisión del director ejecutivo o la persona designada será definitiva.

El Condado de Stanislaus retendrá todas las quejas por escrito que reciba el coordinador de la ADA/Derechos Civiles o la persona designada, las apelaciones ante el director ejecutivo o la persona designada, y las respuestas de estas dos oficinas durante al menos tres años.

La presentación de una queja ante el Condado de Stanislaus no impide que un demandante presente una queja o busque alguna compensación por parte de cualquier otra agencia federal o estatal con jurisdicción sobre dichos asuntos.

# APPENDIX E

Stanislaus County Title VI Complaint Form (English & Spanish)



**Complaint must be submitted within 180 days**

To submit a complaint regarding public access to any County programs, services, activities, or facilities, you may use the electronic government outreach Customer Center at

<http://user.govoutreach.com/stanislaus/>

or complete the form below.

## **Americans with Disabilities Act (ADA) Title II / Civil Rights Act Title VI, Public Access to Services and Facilities Complaint Form**

Name: ☐ Mr. ☐ Ms. \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (work) \_\_\_\_\_

Email Address: \_\_\_\_\_

Designated person to contact on my behalf (if needed):

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date you experienced discrimination: \_\_\_\_\_ Facility Location \_\_\_\_\_

Please describe the discriminatory action that occurred: (e.g., unable to get access to a program due to a physical barrier, etc.)

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Please indicate a suggested remedy: (e.g., changes to procedures, equipment, etc.)

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Completed by: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Complaint Forms are to be submitted within 180 days of the discrimination to either:**

- Department's ADA Title II/Civil Rights Title VI Liaison (contact information is posted at each County Department lobby and online at <http://www.stancounty.com/accessibility/contact.shtm>)
- Stanislaus County ADA Title II/Civil Rights Title VI Coordinator  
General Services Agency  
1010 10th Street, Suite 5400  
Modesto, CA 95354  
Email: [HERZOGM@StanCounty.com](mailto:HERZOGM@StanCounty.com)  
Fax: 209-525-6319

All complaints submitted directly to County ADA Title II/Civil Rights Title VI Coordinator will be forwarded to the appropriate department for resolution.

This is an administrative process that does not provide for compensatory or punitive damages.

***The County's process is not exclusive. A person submitting a complaint with the County may also file a complaint with other State or Federal agencies. Other agencies will have time limits for filing complaints.***

**If you are unable to use this complaint form, contact the County ADA Title II /Civil Rights Title VI Coordinator at 209-525-4494 and an alternate means of submitting a complaint will be arranged.**



***El reclamo debe presentarse en un plazo de 180 días***

Para presentar un reclamo sobre el acceso público a cualquier programa, servicio, actividad o instalación del condado, puede comunicarse con el Centro de Atención al Cliente de alcance del gobierno electrónico en <http://user.govoutreach.com/stanislaus/> o llenar el siguiente formulario.

**Título II de la Ley de Americanos con Discapacidades (ADA)/Título VI de la Ley de Derechos Civiles, Formulario de reclamo por el acceso público a servicios e instalaciones**

Nombre: ☐ Sr. ☐ Sra. \_\_\_\_\_

Dirección postal: \_\_\_\_\_

Ciudad: \_\_\_\_\_ Código postal: \_\_\_\_\_

Teléfono: (casa) \_\_\_\_\_ (móvil) \_\_\_\_\_ (trabajo) \_\_\_\_\_

Correo electrónico: \_\_\_\_\_

Persona designada con quien comunicarse en mi nombre (en caso de ser necesario):

Nombre: \_\_\_\_\_ Teléfono: \_\_\_\_\_

Fecha en la que sufrió la discriminación: \_\_\_\_\_ Ubicación de la instalación: \_\_\_\_\_

Describa la acción discriminatoria ocurrida (p. ej., imposibilidad de acceder a un programa debido a un obstáculo físico, etc.)

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Mencione una solución sugerida: (p. ej., cambios en los procedimientos, equipo, etc.)

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Llenado por: Firma \_\_\_\_\_

Fecha \_\_\_\_\_

**Los formularios de reclamo se deben presentar en un plazo de 180 días a partir del acto de discriminación en:**

- contacto del departamento del Título II de la Ley de Americanos con Discapacidades (Americans with Disabilities Act, ADA)/Título VI de los Derechos Civiles (la información de contacto se exhibe en el vestíbulo de cada departamento del condado y en línea en <http://www.stancounty.com/accessibility/contact.shtm>)
- coordinador del Título II de la ADA/Título VI de los Derechos Civiles del condado de Stanislaus  
Agencia de Servicios Generales  
1010 10th Street, Suite 5400  
Modesto, CA 95354  
Correo electrónico: [HERZOGM@StanCounty.com](mailto:HERZOGM@StanCounty.com)  
Fax: 209-525-4420

Todos los reclamos que se presenten directamente al coordinador del condado del Título II de la ADA/Título VI de los Derechos Civiles se enviarán al departamento correspondiente para su resolución.

Esto es un proceso administrativo que no otorga daños compensatorios o punitivos.

***El proceso del condado no es exclusivo. Una persona que presenta una queja ante el condado también puede presentar una queja ante otras agencias estatales o federales. Las otras agencias tendrán límites de tiempo para la presentación de los reclamos.***

**Si no puede usar este formulario de reclamo, comuníquese con el coordinador del condado del Título II de la ADA/Título VI de los Derechos Civiles al 209-525-4494, y se considerará un medio alternativo para presentar el reclamo.**

# APPENDIX F

## Approach to Public Participation & Activities

Board of Supervisors (i.e. meetings that may reference, discuss or approve Public Works-related projects)

<https://www.stancounty.com/board/>

Municipal Advisory Councils (MACs) (i.e. meetings that may reference, discuss or approve Public Works-related projects)

<https://www.stancountymacs.com/>

Public Bidding/Notice (Bids or Notices that may include opportunities related to Public Works, e.g. applications or vacancies)

<https://www.stancounty.com/board/boards-commissions.shtm>

# APPENDIX G

## Language Assistance Plan (LAP) Implementation for the Stanislaus County Public Works Department

The Public Works Department is committed to making its services and programs available to LEP persons and recognizes the need to continue providing language services in Stanislaus County. The Public Works Department is committed to continuing the following practices, which are set forth in greater detail in the Timeline and Major Milestones Table, below:

- Processing the disposition of Title VI complaints received.
- Collecting statistical data (race, color or national origin) of participants in and beneficiaries of agency programs, (e.g., affected citizens, and impacted communities).
- Conducting annual Title VI reviews of Public Works to determine the effectiveness of program activities at all levels.
- Conducting Title VI reviews of construction contractors, consultant contractors, suppliers, and other recipients of federal-aid fund contracts administered through Public Works.
- Conducting training programs on Title VI and other related statutes for Public Works employees.
- Preparing a yearly report of Title VI accomplishments and goals, as required.
- Developing Title VI information for dissemination to the general public and, where appropriate, in languages other than English.
- Identifying and eliminating discrimination.
- Establishing procedures for promptly resolving deficiency status and writing the remedial action necessary, all within a period not to exceed 90 days.

### Timeline and Major Milestones:

The table below lists major activities associated with this plan and assigns each anticipated date when the activity will be started or completed. Activities labeled “now” are those that have already been completed or are currently in progress.

Activity	Anticipated Start Date	Anticipated Completion
<b>TASK 1:</b> <b>Data Collection</b> Ensure that Title VI reporting requirements are met.		
<b>1.1</b> Public Works will maintain a database or log of Title VI complaints received that tracks the investigation of and response to each complaint.	Ongoing	Ongoing
<b>1.2</b> Public Works will maintain a log of the public outreach and involvement activities undertaken to ensure that minority and low-income people had a meaningful access to these activities. This will include a log of translated webpages and materials detailed below in Task 5.1.	Log will be created before the end of 2025	Maintained ongoing and reviewed annually
<b>1.3</b> Public Works will create and maintain a log to track interpretation and translation requests received and services provided.	Log will be created before the end of 2025	Maintained ongoing and reviewed annually
<b>1.4</b> Title VI Coordinator and Public Works will develop procedures for the collection of statistical data (race, color and national origin) of participants in, and beneficiaries of, federally funded roadway projects. These data collection procedures will be primarily based on the availability of current census data mapped to relevant projects.	Data collection procedures will be created before the end of 2025	Maintained ongoing and reviewed annually

<p><b>1.5</b> Title VI Coordinator and Public Works will develop procedures for analyzing the data to determine the effectiveness of outreach methods, and to ensure that no group is excluded during the decision-making process or is not given an opportunity to voice their opinions or concerns.</p>	<p>Data analysis procedures will be created before the end of 2025.</p>	<p>Data will be analyzed annually. Procedures will be ongoing and reviewed annually.</p>
<p><b>TASK 2:</b> <b>Complaint Procedures</b></p>		
<p><b>2.1</b> Public Works has developed a Title VI complaint form and will review it annually to ensure continued compliance with Title VI requirements.</p>	<p>Ongoing</p>	<p>Ongoing</p>
<p><b>2.2</b> Public Works will review existing Title VI complaint procedures to ensure that they result in the prompt processing and disposition of Title VI complaints received directly by the LPA.</p>	<p>Ongoing</p>	<p>Ongoing</p>
<p><b>2.3</b> Public Works will review existing complaint procedures including logging Title VI complaints received and determining jurisdiction, as well as for completeness.</p>	<p>Ongoing</p>	<p>Ongoing</p>
<p><b>2.4</b> Public Works will update its complaint procedures to include forwarding Title VI</p>	<p>December 31, 2025</p>	<p>Ongoing</p>

complaints to Caltrans for processing.		
<b>TASK 3: Annual Review Of Title VI Program, Accomplishments &amp; Goals</b>		
<b>3.1</b> Each year the Title VI Coordinator will review the Department's Title VI program to ensure implementation of the Title VI plan.	Ongoing	Annually, by the end of each FY
<b>3.2</b> Each year the Title VI Coordinator will review agency operational guidelines and publications, including those for contractors, to verify that Title VI language and provisions are incorporated, as appropriate.  This will include ensuring that required Title VI assurances (specifically, Appendices A and E of the Title VI assurances) are in all sub-contracts and sub-agreements with federal funds, where applicable.	Ongoing	Annually, by the end of each FY
<b>3.3</b> In all federal procurements requiring a written contract or Purchase Order (PO), Public Works contract/PO will include appropriate non-discrimination clauses.	End of FY 25-26	Annually, at the end of every FY



The Title VI Coordinator will work with Public Works' Staff Services Coordinator, Monica Aguilar, who is responsible for procurement contracts and PO's to ensure appropriate non-discrimination clauses are included.		
<b>3.4</b> Title VI Coordinator will develop a program to conduct internal Title VI reviews of program areas.	December 31, 2025	Ongoing
<b>3.5</b> Title VI Coordinator will develop a program to conduct external Title VI review of sub-awardees.	December 31, 2025	Ongoing
<b>3.6</b> Title VI Coordinator will develop a Title VI Annual Work Plan which consists of accomplishments for the past year, and goals for the next year. This Annual Work Plan will be made available to the public (i.e. public website or when requested).	December 31, 2025	Ongoing
<b>TASK 4: Dissemination Of Information Related To The Title VI Program</b>		
<b>4.1</b> Information on Public Work's Title VI program will be disseminated to Department employees, contractors, and beneficiaries, as well as to	Ongoing	Ongoing

the public, as described in the Public Participation Plan section of this document and according to federal and state laws/regulations.		
<b>TASK 5: Written Policies And Procedures</b>		
<p><b>5.1</b> This plan will be updated periodically to incorporate changes and additional responsibilities that arise. During the course of annual review, the Title VI Coordinator will determine whether or not an update is needed.</p> <p>This will include, e.g.: translating into Spanish any project-specific factsheet (community outreach) before being mailed out to inform affected customers of an upcoming project; translating into Spanish any Public Works' "In the Works" Newsletter before being released on line for our Spanish speaking customers; translating into Spanish any Public Works document or webpage calling for public comment on projects that impact the community; translating into Spanish commonly used Public Works-related applications.</p>	Ongoing	Annually, by the end of each calendar year.
<b>TASK 6: Internal Education</b>		

<p><b>6.1</b> Public Works employees will receive training on Title VI policies and procedures upon hiring and upon promotion.</p> <p>This training will include: requirements of Title VI; Public Works' obligations under Title VI (LEP requirements included); required data that must be gathered and maintained; how the LPA implements its Title VI program to meet federal requirements; and what steps to take for handling Title VI complaints as well as language interpretation (verbal) / translation (written ) requests.</p>	<p>December 31, 2025</p>	<p>Annually, before the end of every calendar year.</p>
--	--------------------------	---

### **Responsibility for Implementing the Language Assistance Plan**

The County's Title VI Program Coordinator will be responsible for overseeing the implementation of this plan and will assign tasks as appropriate.

Mike Herzog, ADA Coordinator | Title VI Program Coordinator  
Stanislaus County – General Services Administration  
1010 10th Street  
Modesto, CA 95354  
herzogm@stancounty.com  
Phone: (209) 525-6319

# APPENDIX H

Speak Cards

☐

ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.

1. Arabic

☐

Խոսողո՞ւմ ե՞սք նշում՞ կատարե՞ք այս քանակություն՞,  
եթե խոսում կամ կարդում եք հայերեն:

2. Armenian

☐

যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন।

3. Bengali

☐

ល្អបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។

4. Cambodian

☐

Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro.

5. Chamorro

☐

如果你能读中文或讲中文，请选择此框。

6. Simplified Chinese

☐

如果你能讀中文或講中文，請選擇此框。

7. Traditional Chinese

☐

Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.

8. Croatian

☐

Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.

9. Czech

☐

Kruis dit vakje aan als u Nederlands kunt lezen of spreken.

10. Dutch

☐

Mark this box if you read or speak English.

11. English

☐

اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید.

12. Farsi

<input type="checkbox"/>	Cocher ici si vous lisez ou parlez le français.	13. French
<input type="checkbox"/>	Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
<input type="checkbox"/>	Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
<input type="checkbox"/>	Make kazye sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
<input type="checkbox"/>	अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
<input type="checkbox"/>	Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
<input type="checkbox"/>	Jelölje meg ezt a kockát, ha megérte vagy beszéli a magyar nyelvet.	19. Hungarian
<input type="checkbox"/>	Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
<input type="checkbox"/>	Marchi questa casella se legge o parla italiano.	21. Italian
<input type="checkbox"/>	日本語を読んだり、話せる場合はここに印を付けてください。	22. Japanese
<input type="checkbox"/>	한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
<input type="checkbox"/>	ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກພາສາລາວ.	24. Laotian
<input type="checkbox"/>	Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

<input type="checkbox"/>	Assinale este quadrado se você lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Însemnați această căsuță dacă citiți sau vorbiți românește.	27. Romanian
<input type="checkbox"/>	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обележите овај квадратик уколико читате или говорите српски језик.	29. Serbian
<input type="checkbox"/>	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
<input type="checkbox"/>	Marque esta casilla si lee o habla español.	31. Spanish
<input type="checkbox"/>	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
<input type="checkbox"/>	ให้กาเครื่องหมายลงในช่องถ้าท่านอ่านหรือพูดภาษาไทย.	33. Thai
<input type="checkbox"/>	Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
<input type="checkbox"/>	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukrainian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

# APPENDIX I

Language Line Assistance Document



- |                          |   |                        |
|--------------------------|---|------------------------|
| <input type="checkbox"/> | ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.                                     | 1. Arabic              |
| <input type="checkbox"/> | Խոսողո՞ւմ ե՞ս, և չո՞ւմ կատարե՞ք այս քանակություն, եթե խոսո՞ւմ կա՞մ կարողո՞ւմ ե՞ք հայերեն: | 2. Armenian            |
| <input type="checkbox"/> | যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন।                                    | 3. Bengali             |
| <input type="checkbox"/> | ល្អបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។                                     | 4. Cambodian           |
| <input type="checkbox"/> | Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro.              | 5. Chamorro            |
| <input type="checkbox"/> | 如果你能读中文或讲中文，请选择此框。  | 6. Simplified Chinese  |
| <input type="checkbox"/> | 如果你能讀中文或講中文，請選擇此框。  | 7. Traditional Chinese |
| <input type="checkbox"/> | Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.                           | 8. Croatian            |
| <input type="checkbox"/> | Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.                                    | 9. Czech               |
| <input type="checkbox"/> | Kruis dit vakje aan als u Nederlands kunt lezen of spreken.                               | 10. Dutch              |
| <input type="checkbox"/> | Mark this box if you read or speak English.   | 11. English            |
| <input type="checkbox"/> | اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید.                              | 12. Farsi              |

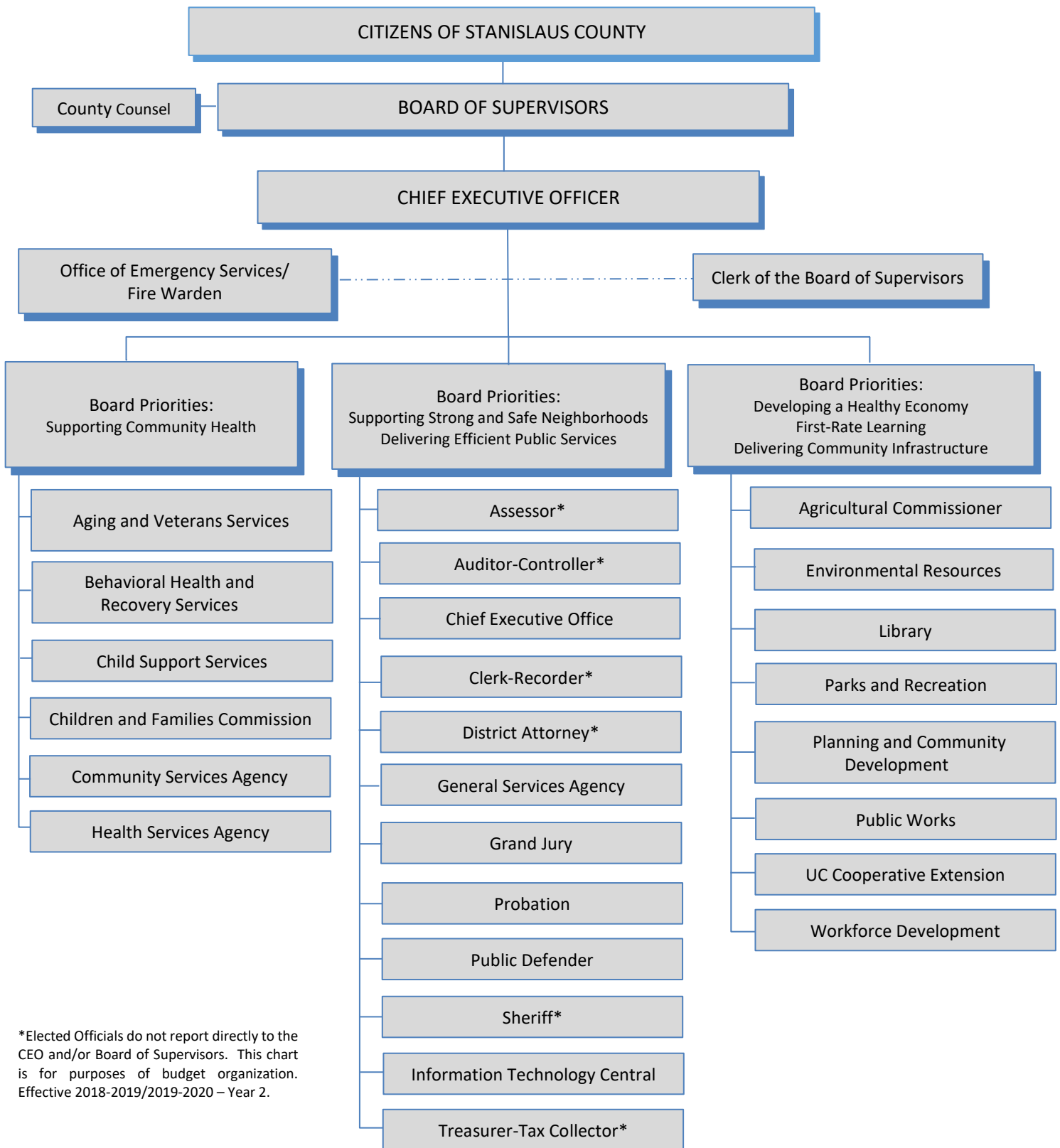
<input type="checkbox"/>	Cocher ici si vous lisez ou parlez le français.	13. French
<input type="checkbox"/>	Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
<input type="checkbox"/>	Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
<input type="checkbox"/>	Make kazye sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
<input type="checkbox"/>	अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
<input type="checkbox"/>	Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
<input type="checkbox"/>	Jelölje meg ezt a kockát, ha megérte vagy beszéli a magyar nyelvet.	19. Hungarian
<input type="checkbox"/>	Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
<input type="checkbox"/>	Marchi questa casella se legge o parla italiano.	21. Italian
<input type="checkbox"/>	日本語を読んだり、話せる場合はここに印を付けてください。	22. Japanese
<input type="checkbox"/>	한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
<input type="checkbox"/>	ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກພາສາລາວ.	24. Laotian
<input type="checkbox"/>	Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

<input type="checkbox"/>	Assinale este quadrado se você lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Însemnați această casuță dacă citiți sau vorbiți românește.	27. Romanian
<input type="checkbox"/>	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обележите овај квадратик уколико читате или говорите српски језик.	29. Serbian
<input type="checkbox"/>	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
<input type="checkbox"/>	Marque esta casilla si lee o habla español.	31. Spanish
<input type="checkbox"/>	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
<input type="checkbox"/>	ให้กาเครื่องหมายลงในช่องถ้าท่านอ่านหรือพูดภาษาไทย.	33. Thai
<input type="checkbox"/>	Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
<input type="checkbox"/>	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukrainian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

# APPENDIX J

Stanislaus County Organizational Chart

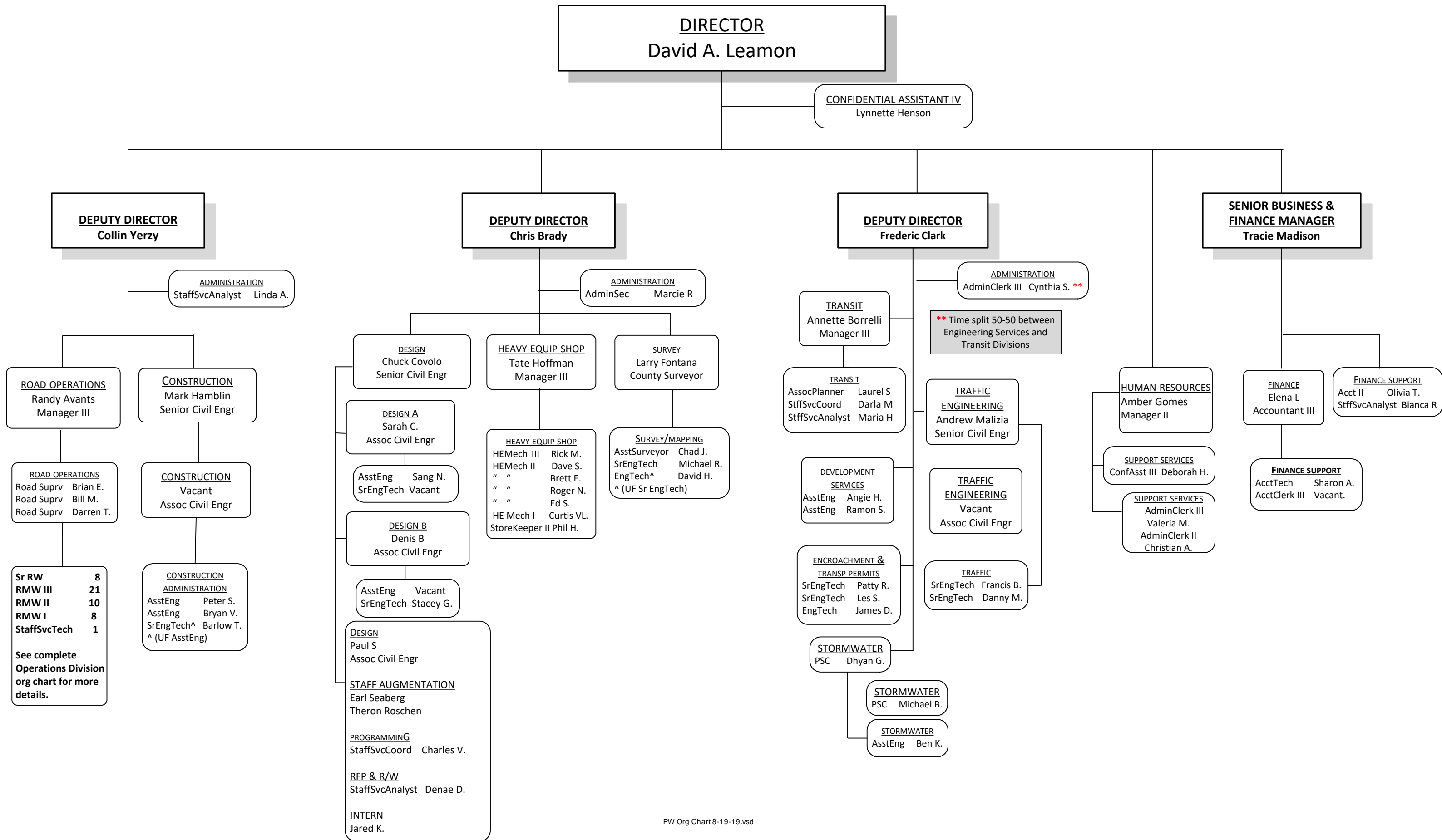
## County Organizational Chart



# APPENDIX K

Public Works Department Organizational Chart

# DEPARTMENT OF PUBLIC WORKS



# APPENDIX L

Public Works Department Organizational Chart



## Stanislaus County

Chief Executive Office-Human Resources

1010 10th Street, Suite 1013

Modesto, California 95354

209-525-6341

[www.stancounty.com](http://www.stancounty.com)

# EQUAL EMPLOYMENT OPPORTUNITY PLAN

## 2021 PROGRAM AND REPORT

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## **I. INTRODUCTION**

The Chief Executive Office, Stanislaus County Equal Rights Commission, the County's Equal Rights Officer and Departmental Equal Rights Officers are pleased to present this Equal Rights Report and Plan. Stanislaus County is committed to a clearly defined Equal Employment Opportunity Program to ensure that all people work under equal opportunity conditions and that employment decisions in County service are made in accordance with Equal Employment Opportunity principles. This document is intended to be a County wide guide for a plan of action as well as a reference resource for the County's Equal Rights Program and to confirm the Board of Supervisors' dedication to a clearly defined Equal Opportunity Program.

## **II. RESPONSIBILITIES**

To assure support and success of this Equal Employment Opportunity Plan and to meet the established objectives, the Board of Supervisors has assigned specific responsibilities to the following officials:

### **1. BOARD OF SUPERVISORS**

The Board of Supervisors actively and aggressively supports equal employment opportunity through:

- The Annual re-commitment to the County's Equal Employment Opportunity/Non-Discrimination statement;
- Encouragement and budgetary assistance to County departments;
- Dissemination of equal employment opportunity information to employees and the general public; and
- Regular review of the County's equal employment opportunity practices and procedures.

### **2. STANISLAUS COUNTY EQUAL RIGHTS COMMISSION**

The Commission serves as a resource group to the Board of Supervisors and County staff for the review and formulation of ideas for Equal Rights improvement in County service. The Commission supports and advances the Board of Supervisors' initiative to achieve workforce diversity through policy development, training and outreach, and other activities. Each year the Commission develops goals and objectives for the program.

**Mission: Stanislaus County's Equal Rights Commission provides guidance and oversight in assuring equal opportunities and fairness in public services and employment.**

**Vision: A Community free from discrimination in public service and employment.**

### **3. CHIEF EXECUTIVE OFFICER**

The Chief Executive Officer has the ultimate responsibility for the success of the Equal Employment Opportunity Plan. The Chief Executive Officer will assure effective communication of, and conformance with, the requirements of this Plan and ensure that each Department Head takes such action as is necessary to achieve the Plan's objectives. It is the duty of the Chief Executive Officer to provide guidance and oversight in assuring that the community is free from discrimination in public service and employment.

### **4. HUMAN RESOURCES DIRECTOR/COUNTY EQUAL RIGHTS OFFICER**

The Human Resources Director/Equal Rights Officer is responsible for implementation and the general administration of the Plan and will continually review all personnel policies, employment practices and procedures, and make recommendations on steps to achieve full equal employment opportunity.

The County Equal Rights Officer is also responsible for developing a County-wide collaboration through advising and assisting Commission members, County leadership, and departmental personnel to ensure that Stanislaus County embraces the EEO Commitment statement through its business practices, communication, leadership trainings, and diversity celebrations.

The County Equal Rights Officer is also responsible for ensuring the completion of:

- All required reports including developing and implementing audit and reporting systems designed to:
  - Measure the effectiveness of the County's Equal Employment Opportunity Plan, as well as individual departmental efforts.
  - Identify areas that appear to require special attention or remedial action.
- Prepare reports and make presentations to County management, employees, and community groups;
- Ensure the completion of the EEO 4 Report filed with the EEOC every odd year;
- Act as resource person in the area of equal employment opportunity and affirmative action programs and serving as liaison with departments, enforcement agencies, special groups representing minorities, women, persons with disabilities, employee unions, and other community groups as appropriate;
- Investigate complaints and working to resolve internal and external complaints of alleged discrimination or harassment;
- Arrange, conduct, and evaluate training activities related to equal employment opportunity programs and non-discrimination policies.

## **5. DEPARTMENT HEADS**

Department Heads will adhere to the County's Equal Employment Opportunity Plan, in both spirit and intent, and are responsible for achieving progress toward the goals and objectives of the Plan in their departments. Specifically, the Department Head will:

- Ensure services provided to the community complies with the County Equal Rights Commission, free from discrimination;
- Participate or appoint a department designee to attend the County Equal Rights Commission meeting;
- Participate with the Department's Equal Rights Officer in identifying problem areas and working with departmental managers and staff to correct those problem areas; and
- Ensure that all employment decisions, including development of job knowledge and skill requirements, interviews, offers of employment and compensation commitments, assignments, training and evaluation, and employee relations are consistent with the County's personnel practices and equal employment opportunity principles.

## **6. DEPARTMENT EQUAL RIGHTS OFFICER/HR MANAGER**

Department Equal Rights Officers are an extension of the County Equal Rights Officer within each County department providing support to the Equal Rights Program. Departments Equal Rights Officer will:

- Participate as a member of the Stanislaus County's Equal Rights Commission regarding policies, procedures, and resources available;
- Assist management and Department Heads in problem identification and resolution;
- Designated HR Managers are to develop and implement audit and reporting systems designed to measure the effectiveness of the Department's Equal Employment Opportunity Plan, as well as individual departmental effort and identify areas that appear to require special attention or remedial action;
- Act as the Department resource person in the area of equal employment opportunity and affirmative action programs and serving as liaison with departments, enforcement agencies, special groups representing minorities, women, persons with disabilities, employee unions, and other community groups as appropriate;
- Investigate complaints and work to resolve internal and external complaints of alleged discrimination or harassment;

- Arrange, conduct and evaluate training activities and diversity celebration opportunities related to equal employment opportunity programs and non-discrimination policies;
- Prepare reports and making presentations to County management, employees, and community groups; and
- Responsible for distributing information and handouts provided at the Equal Rights Commission meeting back to employees in the office.

## **7. MANAGERS AND SUPERVISORS**

County managers and supervisors are responsible for the following:

- Comply with Government Code Section 12950.1 (AB1825 & SB1343) requiring all supervisors and managers, every 2 years, to attend at least two hours of training regarding sexual harassment in the workplace;
- Ensure that all staff understand and work within Federal and State laws, as well as County policies and procedures, dealing with equal employment opportunity and affirmative action;
- Initiate steps to foster and maintain a work climate that is conducive to achieving equal employment opportunities and a workplace free from discrimination or harassment;
- Follow and report to appropriate personnel any allegations of discrimination, harassment or retaliation;
- Be aware of the various County reports and demographic comparisons that are available;
- Have access to an updated list of agencies that are considered community cultural contacts for purposes of recruitment, referrals, and employee support;
- Be mindful that our workforce should be a demographic representation of our Community at large;
- Ensure that proper advisements are posted in the office about providing predominant language services; and
- Be attentive to the need of preventing intentional biases and external biases.

## **8. COUNTY EMPLOYEES**

- Comply with Government Code Section 12950.1 (AB1825 & SB1343) requiring all nonsupervisory employees, every 2 years, to attend at least one hour of training regarding sexual harassment.
- County employees are responsible for supporting a work climate that is conducive to achieving equal employment opportunities and that is free of any form of discrimination or harassment.

### III. EQUAL RIGHT PROGRAM COMPONENTS

**Annual Equal Employment Opportunity Commitment Statement:** Each year Stanislaus County Board of Supervisors reviews and approves the County's Equal Rights/Non-Discrimination Commitment Statement. Upon approval of this Statement, it is distributed to all County departments, all Departmental Equal Rights Officers, local community organizations, and on the County's web site. Approval of this Commitment Statement communicates the County's commitment to a clearly defined Equal Rights Program, which is established to assure Equal Employment Opportunity and non-discrimination towards our employees, applicants, and those seeking the services provided by County government.

During labor negotiations, Non-Discrimination/Fair Representation sections of negotiated Memorandums' of Understanding are updated to reflect the protected classification as affirmed by the Board of Supervisors each year.

**Equal Employment Opportunity Policy:** Stanislaus County is committed to maintaining equal opportunity in all employment actions and public services in compliance with all applicable federal and state laws. The County's Workplace Harassment, Discrimination and Retaliation Prevention Policy is intended to prohibit, eliminate and prevent unlawful harassment, discrimination and retaliation and its effects in the workplace. The policy is located in the County's Personnel Manual and on-line on the County's Equal Rights website.

**Equal Employment Opportunity Complaint Procedure:** The Equal Employment Opportunity Complaint Procedure provides specific procedures to address complaints under the County's Workplace Harassment, Discrimination and Retaliation Prevention Policy and associated complaints. These procedures apply to every County employee, job applicant, or person seeking County services who believes he or she may have been treated differently based upon a protected classification.

**EEO Training:** EEO training focuses on the following areas:

**Mandatory Sexual Harassment Training:** Government Code Section 12950.1 (AB1825 & SB1343) requires that by January 1, 2021, every two years, non-supervisory employees must receive 1 hour of training and supervisors must receive 2 hours of training regarding sexual harassment. It also requires employees to be trained within six months of hire or appointment to a supervisory position. The County has identified those classifications that are required to attend the 2-hour supervisory version of the training and has developed an automated system to notify employees of the requirement and dates of training and to track compliance. The County currently offers this training through both in-person as well as online courses. Given the newness of the law, staff are closely monitoring the guidance issued by Department of Fair Employment and Housing regarding content and implementation.



Preventing Workplace Harassment Training: Provides an overview of harassment, discrimination, and retaliation in the workplace. The course also includes a focused discussion on the negotiated County's Harassment Policy and Equal Opportunity Complaint Procedures including information on the process for filing a complaint.

Disability Management Training: This course provides Supervisors with an understanding of laws and regulations related to disability management and the Supervisor's role in the process including an understanding of the interactive process and preventing discrimination and harassment of employees with disabilities.

Crucial Conversations: The County offers in-house Crucial Conversations courses (proprietary material of Crucial Learning). The material helps to equip participants with skills that assist in identify, self-mediating, and resolving conflict at the lowest level. As a result, minor disagreements are handled prior to escalation, resulting in a more harmonious workplace.

LinkedIn Learning: The LinkedIn Learning library (formerly known as Lynda.com) of online courses at employees' disposal covers topics including business skills, communication, data analysis, leadership, management, productivity, project management, business software, diversity and inclusion, and many others. These online courses, when combined with ongoing coaching conversations, create a dynamic continuous learning environment.

**Accessibility to the Disabled:** Stanislaus County is also committed to comply with Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 797), the Americans with Disabilities Act (ADA) of 1990, and Title VII of the Civil Rights Act of 1964 (P.L. 88-352) to the end that no person in the United States shall, on the basis of proscribed grounds, be excluded from participation, be denied the benefits, or be otherwise subjected to discrimination under any program or activity in which the County receives Federal financial assistance.

**The Progressive Employment Program:** The Progressive Employment Program (also known as the PEP Program) is the County's employment program to assist qualified individuals in removing barriers to obtaining a position with Stanislaus County. Individuals selected under the PEP Program are hired in a trainee capacity. The goal of the program is to assist individuals with employment barriers to obtain full-time, permanent positions with the County. The program benefits the County in assisting a variety of individuals into careers with local government.

**Stanislaus County EEO Website:** Stanislaus County has identified and solely dedicated a website designed to provide all information related to the County's EEO program on one website. The website is maintained and updated to provide the most current information on the County's EEO Commission, plans, goals, awards, reports, and activities.

**Stanislaus County Dale Butler Equal Rights Annual Awards:** This program annually recognizes select employees for promoting Equal Rights. These individuals are recognized at a special awards ceremony sponsored by the County's Equal Rights Commission.

**Diversity Awareness Week:** At the request of the County's Equal Rights Commission the Board of Supervisors generally declares the first week of October as Stanislaus County Diversity Awareness Week. The County celebrates diversity in conjunction with other local activities. Departments throughout the County organize activities and displays acknowledging and increasing awareness of the various diverse cultures that make our County a wonderful place to live. These countywide events help to educate staff and the public.

#### **IV. STANISLAUS COUNTY EEO ANNUAL STATEMENT**

##### **EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION STATEMENT 2021**

The Board of Supervisors of Stanislaus County hereby reaffirms its commitment to a clearly defined Equal Employment Opportunity Program to ensure that all people will work under equal opportunity conditions and that employment decisions in County service are made in accordance with Equal Employment Opportunity principles in compliance with state and federal legal requirements.

It is hereby reaffirmed that there shall be no discrimination in County employment policies and practices including pre-employment medical examinations and inquiries, recruitments, advertising, testing, certification, hiring, transfers, promotions, job assignment, training, compensation, benefits, leaves of absence, layoffs (including reemployment), terminations, and all other conditions of employment based on race, religious creed, color, national origin, ancestry, physical or mental disability (including perception of a disability), medical condition, genetic information, marital status, sex, gender (including pregnancy, childbirth, or related medical conditions), gender identity, gender expression, age (over 40), sexual orientation, military and veteran status, political affiliation or belief. Moreover, it is further reaffirmed that our Workplace Harassment, Discrimination, and Retaliation Prevention Policy includes prohibition of harassment (visual, verbal, or physical) of, or discrimination against, an employee or their family members, applicant, unpaid intern, volunteer, independent contractor, or client based on the conditions enumerated above. The policy also prohibits retaliatory discrimination or harassment against a person or their family members because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

It is further reaffirmed that the County is also clearly committed to comply with all laws enforced by the EEOC including; Title VII of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 797), the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act of 2008, the Pregnancy Discrimination Act, the Equal Pay Act, the Age Discrimination in Employment Act of 1967 (ADEA), and Title II of the Genetic Information

Nondiscrimination Act of 2008 (GINA) to the end that no person in the United States shall, on the basis of proscribed grounds, be excluded from participation, be denied the benefits, or be otherwise subjected to discrimination under any program or activity in which the County receives Federal financial assistance.

It will be the Chief Executive Officer's responsibility, in concert with those persons cited in the County's Equal Employment Opportunity Program, to effectively carryout the Board's commitment of assuring Equal Employment Opportunity and non-discrimination towards those who seek the services provided by County government.

This statement shall be updated annually and upon approval it will be distributed to all County Departments, posted to the County website and distributed to local community organizations.

## V. COUNTY POLICY

**PERSONNEL MANUAL  
EMPLOYEE CONDUCT / BEHAVIOR EXPECTATIONS  
APPROVED SEPTEMBER 29, 2020 / RESOLUTION #2020-0520  
WORKPLACE HARASSMENT, DISCRIMINATION  
AND RETALIATION PREVENTION POLICY**

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### PURPOSE

Stanislaus County is proud of its tradition of a collegial work environment in which all individuals are treated with respect and dignity. Individuals have the right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices. **At Stanislaus County, harassment, discrimination and retaliation whether verbal, physical or environmental, is unacceptable and will not be tolerated.**

It is the intention of this Policy to prohibit, eliminate and prevent harassment, discrimination and retaliation and its effects in the workplace. To do this, the County, through this Policy, defines harassment, discrimination, and retaliation and sets forth a procedure for filing, investigating and resolving internal complaints.

### POLICY

Harassment, discrimination, and retaliation of an applicant or employee by an employee or non-employee on the basis of a protected classification is not acceptable and will not be tolerated. Protected classifications include, but are not limited to: race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sexual orientation, genetic information, gender, gender identity, gender expression, military and veteran status, or other protected classifications under the law. Annually, the Board of Supervisors reaffirms its commitment to non-discrimination by

adopting the County's Equal Employment Opportunity Non-Discrimination Statement. Please review the annual Non-Discrimination Statement for updates to protected classifications. The Non-Discrimination statement is located in each department, in the Personnel Manual, and on-line on the County's Equal Rights website.

This Policy applies to all terms and conditions of employment, including, but not limited to: applications, screening, interviews, hiring, job assignments, promotion, disciplinary action, layoff, re-employment, transfer, leave of absence, compensation and training.

Disciplinary action up to, and including, termination will be instituted for an employee's behavior which conflicts with expectations as described in the definition of harassment, discrimination, and retaliation set forth in this policy.

An employee may be subject to discipline for engaging in harassing conduct that is not covered by the definition of harassment under the law, but, if repeated or allowed to continue, may fall under that definition.

## **HARASSMENT AND DISCRIMINATION**

Discrimination and harassment behavior is a form of misconduct that violates this Policy and in some cases may constitute misconduct that violates federal and state laws. When evaluating complaints of hostile, offensive, or abusive conduct, the County will consider both current legal standards and County Policy. Examples of harassment, discrimination, and prohibited behavior include, but are not limited to:

- Discrimination is the unequal treatment of individuals with respect to the terms and conditions of their employment, based on their membership in a protected classification.
- Harassment is unwelcomed verbal, physical, visual, or electronically communicated conduct based on a person's actual or perceived membership in a protected classification. Examples of prohibited behavior include but is not limited to, the following:
  - Speech such as epithets, derogatory comments, offensive remarks or slurs and lewd propositioning based on a protected classification. This includes inappropriate sex-oriented comments on appearance, including dress or physical features, or race-oriented stories and jokes.
  - Physical acts such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement when directed at an individual based on a protected classification. This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied on-the-job threats or promises in return for submission to physical acts.

- Visual insults, such as derogatory posters, cartoons or drawings related to a protected classification.
  - Circulation or posting of inappropriate materials including but not limited to jokes, messages, cartoons, or pictures, through written, electronic, or other means.
  - Conduct that affects or interferes with an individual's job performance when it creates a hostile, offensive, or abusive working environment.
- Sexual harassment is illegal and is a form of sex discrimination under federal and state law. The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as:
    - Unsolicited and unwelcomed sexual advances, requests for sexual favors, and other verbal, physical, visual, or written conduct of a sexual nature directed at persons of the same or opposite sex when such conduct is made either explicitly or implicitly as a term or condition of an individual's employment.
    - When submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
    - When such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or otherwise offensive working environment.
  - Other examples of types of conduct which may constitute sexual harassment include:
    - Explicit sexual propositions, preferential treatment in exchange for sexual favors, retaliating or getting back at someone who turns down sexual advances.
    - Sexual innuendos, suggestive comments, sexually oriented joking or teasing, or jokes about gender specific traits
    - Dissemination of printed visual material, display or electronic communication of offensive or obscene jokes, messages, or pictures.
  - All harassers, including both supervisory and non-supervisory employees, may be held personally liable for harassment or facilitating and/or promoting such harassment.
  - **It is no defense to a claim of harassment that the alleged harasser did not intend to harass.**

## **TRAINING**

California law requires that all employers of five or more employees provide one hour of sexual harassment and abusive conduct prevention training to non-supervisory employees,

and two hours of sexual harassment and abusive conduct prevention training to supervisory employees. These trainings are legally required and designed to educate everyone about what is, and is not, acceptable behavior in the workplace. All employees must receive training by January 1, 2021. The law required new supervisory employees to be trained within six months of assuming their supervisory position, and most new non-supervisory employees to be trained within six months of hire. Per this Policy, the County requires all employees to be trained within 60 days of hire, or assignment to a supervisory classification. After the initial training, all employees must repeat the training course once every two years.

### **RETALIATION**

Retaliation against an individual who reports, files a complaint, or assists in the investigation of a complaint or otherwise opposes conduct the individual reasonably believes to be harassment, discrimination, or retaliation, is prohibited. Retaliation occurs when adverse action is taken against an individual specifically for reporting a concern about an unlawful employment practice. Employees (supervisors, co-workers and management) found to be retaliating against another employee shall be subject to disciplinary action up to, and including, termination.

### **RESPONSIBILITY FOR RESPONDING TO AND REPORTING DISCRIMINATION, HARASSMENT AND RETALIATION**

All employees are encouraged to report discriminatory, harassing, or retaliatory behavior, whether directed at themselves or at co-workers.

Supervisory employees are required to take corrective action if employees are subjected to discrimination, harassment, or retaliation based on a protected classification. If a complaint is made to a supervisor, or if a supervisor becomes aware of potential discrimination, harassment, or retaliation, the supervisor must immediately report it to the Departmental Equal Rights Officer or Department Human Resources personnel. Any supervisor who receives a complaint of discrimination, harassment, or retaliation and fails to report it may be subject to disciplinary action.

Departments must follow the Equal Employment Opportunity (EEO) Complaint Procedure for all complaints of discrimination, harassment, and retaliation. Departments are responsible for ensuring that all employees know of and are trained periodically regarding this policy.

### **COMPLAINT PROCEDURE**

Employees are encouraged to resolve issues and concerns under this policy at the lowest supervisory level of the organization possible given the circumstances of the issues involved. While Stanislaus County encourages individuals who believe they are being

harassed to firmly and promptly notify the offender that his or her behavior is unwelcome, Stanislaus County also recognizes that power and status disparities between the individuals involved in the situation may require an alternative resolution process. In the event that such informal, direct communication between individuals is either ineffective or impractical, the County's Equal Employment Opportunity (EEO) Complaint Procedures should be followed in reporting a complaint of harassment, discrimination or retaliation. The County's EEO Complaint Procedure is located in the County's Personnel Manual and on-line on the County's Equal Rights website. To initiate the EEO Complaint Procedure, any employee, job applicant, or person seeking County services who believes he or she has been subject to harassment, discrimination or retaliation in violation of this policy may make a complaint orally or in writing with any of the following:

1. Immediate supervisor;
2. Any supervisor or manager within or outside the department;
3. Department Head;
4. Departmental Equal Rights Officer;
5. Director of Personnel or Chief Executive Office designee; or
6. County Equal Rights Officer.

This procedure shall apply to allegations of harassment, discrimination and retaliation in any employment action or in the delivery of public services based upon a protected classification. County departments may develop separate policies and procedures related to processing complaints regarding the delivery of public services in compliance with all applicable federal and state laws and regulations. Applicants or employees may also file a complaint with a government agency such as the Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC).

All complaints are kept strictly confidential and disclosed only for business necessity on a need to know basis. All complaints are responded to timely, investigated (if necessary) by qualified personnel in a timely and impartial manner, and documented and tracked. If it is determined that a violation of this Policy occurred, the County will take appropriate remedial action.

### **APPLICATION**

This Policy applies to all employees of Stanislaus County, including volunteers, interns, contract employees, supervisory employees, department heads, and elected officials. All employees shall review and acknowledge this Policy electronically in PeopleSoft and a record of such acknowledgment shall be maintained electronically as part of the employee's personnel record.

## **CONCLUSION**

Stanislaus County has developed this Policy to ensure that all of its employees can work in an environment free from harassment, discrimination, and retaliation. Stanislaus County will make every effort to ensure that all personnel are familiar with the Policy and know that any complaint received will be thoroughly investigated and appropriately resolved. Employees are encouraged to contact their department's designated Human Resources Representative, or any member of the Chief Executive Office Human Relations Division at (209) 525-6341, with any questions related to the provisions of this policy.

**STANISLAUS COUNTY PERSONNEL MANUAL  
BOARD OF SUPERVISORS RESOLUTION  
APPROVED JANUARY 24, 2012/RESOLUTION #2012-026  
EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMPLAINT PROCEDURE**

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Stanislaus County is committed to maintaining equal opportunity in all employment actions and public services in compliance with all applicable federal and state laws. The County's Workplace Harassment, Discrimination, and Retaliation Policy is intended to prohibit, eliminate, and prevent unlawful harassment, discrimination, and retaliation and their effects in the workplace. The policy is located in the County's Personnel Manual and on-line on the County's Equal Rights website.

The following Equal Employment Opportunity Complaint (EEO) Procedure was developed to provide specific procedures to address complaints under the County's Workplace Harassment, Discrimination, and Retaliation Policy and associated complaints regarding public services. These procedures apply to every County employee, job applicant, or person seeking County services who believes he or she may have been treated differently based upon a protected classification.

All employee labor organizations have agreed to the Equal Employment Opportunity Complaint Procedure which follows. Using this procedure is the most effective way to have an equal rights complaint reviewed, investigated, and possibly resolved locally and in a timely manner.

- A. Intent - It is the intent of this procedure to provide an effective means of resolving individual or group problems of a sensitive nature in a timely manner and with a minimum of formal procedural requirements.
- B. Scope - This procedure shall apply to allegations of harassment, discrimination and retaliation in any employment action or in the delivery of public services based upon a protected classification. County departments may develop separate policies and procedures related to processing complaints regarding the delivery of public services in compliance with all applicable federal and state laws and regulations.



- C. Limitations - The establishment of this procedure for resolving complaints of discrimination, as it relates to matters of County employment practices, is not intended to supplant regular grievance or complaint procedures or prohibit employees or applicants from filing complaints with the Department of Fair Employment and Housing (DFEH), Equal Employment Opportunity Commission (EEOC), or the courts. This procedure is intended and should be viewed as a means of providing the special skills needed to promptly and fairly handle the sensitive issues involved, and to ensure full cooperation with Federal and State compliance agencies.
- D. Representatives - In presenting and resolving complaints, persons submitting complaints may represent themselves or may designate a representative of their own choosing. Costs associated with such representation, if any, will be borne by the complainant.
- E. Definitions

Complainant: An employee or applicant for employment who alleges that he or she has been the subject of harassment, discrimination, or retaliation on the basis of a protected classification. May also be a member of the public who alleges that he or she has been denied access to County government services or been discriminated against in the provision of such services on the basis of a protected classification.

Third Party: A separate individual from the subject (Complainant) who alleges that he or she witnessed another party be subjected to harassment, discrimination, or retaliation on the basis of a protected classification and brings forward a complaint.

County Equal Rights Officer: The Deputy Executive Officer assigned to the Chief Executive Office Human Resources Division, who is in close reporting relationship to top management and is assigned the responsibility of managing the County's Equal Rights Program including the procedure for handling complaints under this policy.

Departmental Equal Rights Officer: An employee assigned the responsibility of managing a department's equal rights program trained in EEO procedures and who provides informal counseling on matters pertaining to discrimination. Each County Department Head shall have an assigned Departmental Equal Rights Officer. Departmental Equal Rights Officers may be required to offer assistance to other Departments as requested by the County Equal Rights Officer or designee.

Protected Classification: The term describes characteristics or factors which are specifically protected from harassment, discrimination, or retaliation based on federal or state laws. Protected classifications include, but are not limited to, race, color, national origin, ancestry, sex, sexual orientation, religion, political affiliation, action, or

belief, marital status, age (over 40), pregnancy related condition, medical or physical disability, and genetic history.

Annually, the Board of Supervisors reaffirms its commitment to non-discrimination by adopting the County's Non-Discrimination Statement. Please review the Non-Discrimination Statement for updates to the list of protected classifications. The Non-Discrimination Statement is located in each department, in the Personnel Manual, and on-line on the County's Equal Rights website.

#### F. Steps in the Procedure

To initiate the EEO Complaint Procedure, any employee, job applicant, or person seeking County services who believes he or she has been subject to harassment, discrimination, or retaliation based on a protected classification may make a complaint orally or in writing with any of the following:

1. Immediate supervisor;
2. Any supervisor or manager within or outside the department;
3. Department Head;
4. Departmental Equal Rights Officer;
5. Director of Personnel; or
6. County Equal Rights Officer.

Complainants are encouraged to report complaints as soon as learning of the issues related to their complaint. Any delays in reporting complaints may impact the department's ability to fully investigate and respond to the issues presented.

Complainants are encouraged to use the County EEO Complaint form to assist in documenting all of the issues in the complaint. The form is located in the County's Personnel Manual and on-line at <http://www.stancounty.com/personnel/equal-rights/doc/eo-complaint-form.doc>.

#### **Department Level Complaints**

Complaints should first be addressed at the department level in an effort to resolve the issues presented. The Departmental Equal Rights Officer (or alternate Departmental Equal Rights Officer) will be responsible for evaluating and responding to the complaint. Due to the nature of certain complaints, the Department and the County Equal Rights Officer may assign an alternate Departmental Equal Rights Officer to complete the departmental level review or may forward the matter directly to the County Equal Rights Officer to coordinate the appropriate follow-up.

The Department process will typically include the following:

- a) Consult with the complainant to reach a complete understanding of the issues presented.
- b) Make necessary inquiries in an attempt to resolve the complaint. This may include interviews with other witnesses or subjects as necessary.
- c) Seek informal resolution of problems by facilitating open communications between the complainant and any other involved parties.

The Departmental Equal Rights Officer will provide a response to the complainant in writing within 60 calendar days of learning of the complaint. If the complaint will require more than 60-calendar days to fully evaluate and respond, the Departmental Equal Rights Officer will notify the complainant of the additional period of time necessary to complete their findings.

### **County Level Complaints**

Complainants may appeal the findings of the Departmental Equal Rights Officer to the County Equal Rights Officer. It is recommended Complainants appeal to the County Equal Rights Officer as quickly as possible to assist the County Equal Rights Officer in completing a timely investigation.

The County Equal Rights Officer, upon receipt of a complaint:

Shall review the case with the Departmental Equal Rights Officer.

- a) May assign an investigator to conduct a prompt, impartial investigation, if necessary, and review finding thereafter. The complainant will be notified of the assigned investigator.
- b) The County Equal Rights Officer shall be authorized to issue subpoenas as necessary.
- c) Explore further the possibility of informal adjustment of the problems through negotiation or conciliation with Department Head or the parties to the complaint.
- d) Respond to the Complainant in writing with the County Equal Rights Officer decision and provide notification of appeal rights. If the Complainant wishes to appeal the County Equal Rights Officer's decision, he/she may do so in writing to the County Chief Executive Officer within fourteen (14) working days of receipt of the County Equal Rights Officer's decision.

1. Appeal to Chief Executive Officer: Upon receipt of an appeal of the County Equal Rights Officer's decision the County Chief Executive Officer shall:

- a) Review the case with the County's Equal Rights Officer, the Investigator, or Departmental Equal Rights Officer as appropriate.
  - b) Request the Investigator gather further information and analysis as appropriate.
  - c) Provide the complainant with a written decision and advise complainant of appeal rights.
2. Appeal to Hearing Board: Shall the affected individual wish to appeal the Chief Executive Officer's decision; he/she may request a hearing with the Hearing Board established pursuant to Stanislaus County Ordinance Code 3.28.060 within fourteen (14) calendar days of receipt of the Chief Executive Officer's decision. The appeal shall be in writing and shall be filed with the Chief Executive Officer. The Chief Executive Officer shall forthwith transmit the appeal request to the Hearing Board. The Hearing Board shall, within a reasonable time from the filing of the appeal, commence the hearing and shall notify the interested parties of the time and place of hearing at least five (5) working days in advance.

At the hearing, both the complainant and the County shall have the right to be heard publicly, to be represented by counsel, and to present evidentiary facts. The parties may agree to a hearing closed to the public and the Hearing Board may, at any time, exclude any persons who may be a witness in the appeal under consideration. The hearing shall be informal and the Hearing Board shall not be bound by any of the rules of evidence governing trial procedure and State courts. The Hearing Board shall render a written decision, a copy of which shall be transmitted to the Chief Executive Officer. The Chief Executive Officer shall serve a copy of the decision upon the appellant. The decision is final.

## **VI. DISSEMINATION OF POLICY**

In order to implement provisions of this policy and plan, it is necessary that County employees and the community at large be informed of the County's Equal Employment Policy and their compliance responsibilities. In furtherance thereof:

### **INTERNAL DISSEMINATION**

1. The Equal Employment Opportunity Policy Statement will remain posted on County bulletin boards in a place that is conspicuous to employees.

2. All new employees will continue to be informed of the County's Equal Employment Opportunity Policy in employee orientation sessions. New employees receive a copy of the County's Equal Opportunity Policy statement at orientation.
3. The County's Equal Opportunity statement, policy, and related information are accessible on the Stanislaus County internet and intranet.
4. County Equal Employment Opportunity Policies are incorporated into supervisory and management training courses.
5. Meetings with the Equal Rights Commission, County Equal Rights Officer, and department representatives are held on a regular basis to explain process, plans, and the problems in the EEO domain.
6. All collective bargaining agreements entered into with the County will continue to contain nondiscrimination clauses.
7. The County keeps union officials informed of the County's commitment to equal employment opportunity.
8. When employees are featured in County publications both minority and non-minority men and women are featured.

#### **EXTERNAL DISSEMINATION**

1. Recruitment resources will continue to be informed of the County's EEO Policy. These sources will be encouraged to actively recruit and refer minorities and females for all County positions.
2. All Stanislaus County job announcements will continue to indicate that Stanislaus County is an equal opportunity employer.
3. When employees are pictured in recruitment materials, both minority and non-minority men and women are included.
4. The County's Equal Employment Opportunity plan (EEOP) will be accessible to any member of the public or employee via the County's websites. The Federal Department of Justice requires EEOP plans when receiving certain federal funding.

## VII. WORKFORCE ANALYSIS

### County Labor Force Data & Organization Workforce Data

Data utilized in this analysis is derived from two sources representing two nested populations. The primary population, the “Employed County Labor Force,” is comprised of the civilian labor force over the age of 15 living in Stanislaus County and employed. Data on this population is derived from five years of American Community Survey data, created by the United States Census, and presented in the 2010 United States Census EEO 6R Table (State and Local Government Job Groups by Sex, and Race/Ethnicity for Residence Geography, Total Population).

The second population, “Government Workforce,” consists of all individuals employed within the Stanislaus County Government organization. These data are derived from the organization’s internal personnel data base. County Workforce Racial categories have been constructed to best fit within those made available through the census and ACS data.

### County-Wide Workforce Data and Census Data by EEO Occupational Category

The following section compares the workforce by ethnicity, gender and occupational categories; and identifies areas of over and under-representation. United States American Community Survey data used for this comparison, labeled as “Employed County Labor Force” is pulled from the 5-year American Community Survey (ACS) 2011-2015 Selected Population Tables and 2014-2018 EEO Tabulation Data.

<b>All Total: 4,098</b>			
<b>Race/Ethnicity</b>	<b>Employees N</b>	<b>Government Workforce %</b>	<b>Employed County Labor Force %</b>
Black / African American	136	3%	2%
Latino / Hispanic	1,491	37%	41%
Asian/Pacific Island	295	7%	7%
American Indian	104	3%	0%
White (not Hispanic or Latino)	2,030	50%	48%
Females	2,718	66%	45%
Males	1,380	34%	55%

<b>Applications Total: 31,411</b>			
<b>Race/Ethnicity</b>	<b>Applicants N</b>	<b>Applicants %</b>	<b>Employed County Labor Force %</b>
Black / African American	2,007	7%	2%
Latino / Hispanic	12,562	43%	41%
Asian/Pacific Island	3,336	11%	7%
American Indian	490	2%	0%
White (not Hispanic or Latino)	10,996	37%	48%
Unknown	1,090	4%	-
Females	19,910	64%	45%
Males	11,206	36%	55%
Decline to state	251	1%	-

<b>OFFICIALS AND ADMINISTRATORS Total: 305</b>			
<b>Race/Ethnicity</b>	<b>Employees N</b>	<b>Government Workforce (% of Sector)</b>	<b>Employed County Labor Force (% of Sector)</b>
Black / African American	13	4%	2%
Latino / Hispanic	67	22%	25%
Asian/Pacific Island	29	10%	6%
American Indian	6	2%	1%
White (not Hispanic or Latino)	190	62%	65%
Females	181	59%	42%
Males	124	41%	58%

<b>PROFESSIONALS Total: 1,332</b>			
<b>Race/Ethnicity</b>	<b>Employees N</b>	<b>Government Workforce (% of Sector)</b>	<b>Employed County Labor Force (% of Sector)</b>
Black / African American	46	3%	1%
Latino / Hispanic	449	34%	26%
Asian/Pacific Island	122	9%	7%
American Indian	46	3%	0%
White (not Hispanic or Latino)	655	50%	63%
Females	887	67%	63%
Males	445	33%	37%

<b>ADMINISTRATIVE SUPPORT Total: 979</b>			
<b>Race/Ethnicity</b>	<b>Employees N</b>	<b>Government Workforce (% of Sector)</b>	<b>Employed County Labor Force (% of Sector)</b>
Black / African American	30	3%	5%
Latino / Hispanic	400	41%	40%
Asian/Pacific Island	69	7%	6%
American Indian	22	2%	1%
White (not Hispanic or Latino)	445	46%	47%
Females	869	89%	75%
Males	110	11%	25%



<b>TECHNICIANS Total: 771</b>			
<b>Race/Ethnicity</b>	<b>Employees N</b>	<b>Government Workforce (% of Sector)</b>	<b>Employed County Labor Force (% of Sector)</b>
Black / African American	25	3%	1%
Latino / Hispanic	333	44%	31%
Asian/Pacific Island	46	6%	19%
American Indian	19	2%	1%
White (not Hispanic or Latino)	339	44%	48%
Females	614	80%	59%
Males	157	20%	41%

<b>SERVICE MAINTENANCE Total: 115</b>			
<b>Race/Ethnicity</b>	<b>Employees N</b>	<b>Government Workforce (% of Sector)</b>	<b>Employed County Labor Force (% of Sector)</b>
Black / African American	3	3%	2%
Latino / Hispanic	31	27%	72%
Asian/Pacific Island	4	3%	3%
American Indian	3	3%	0%
White (not Hispanic or Latino)	74	64%	22%
Females	51	44%	28%
Males	64	56%	72%

<b>SKILLED CRAFT WORKERS Total: 90</b>			
<b>Race/Ethnicity</b>	<b>Employees N</b>	<b>Government Workforce (% of Sector)</b>	<b>Employed County Labor Force (% of Sector)</b>
Black / African American	2	2%	2%
Latino / Hispanic	34	38%	41%
Asian/Pacific Island	1	1%	4%
American Indian	0	0%	1%
White (not Hispanic or Latino)	53	59%	51%
Females	0	0%	3%
Males	90	100%	97%

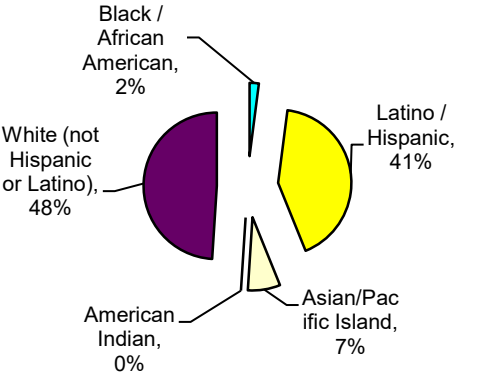
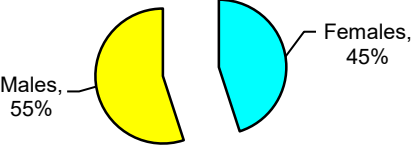
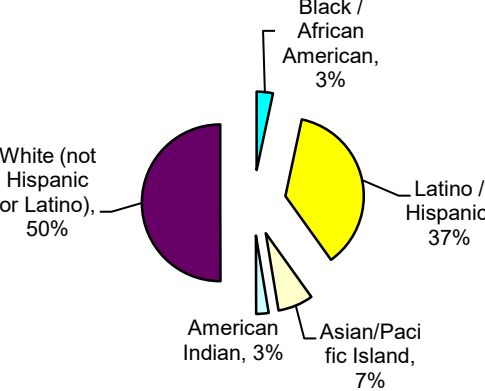
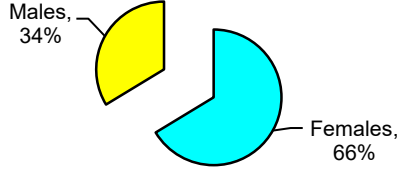
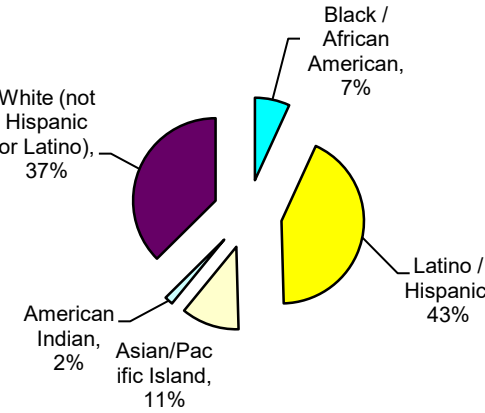
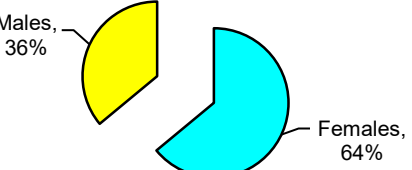
<b>PROTECTIVE SERVICES SWORN Total: 178</b>			
<b>Race/Ethnicity</b>	<b>Employees N</b>	<b>Government Workforce (% of Sector)</b>	<b>Employed County Labor Force (% of Sector)</b>
Black / African American	9	5%	2%
Latino / Hispanic	70	40%	32%
Asian/Pacific Island	2	1%	5%
American Indian	3	2%	1%
White (not Hispanic or Latino)	93	53%	57%
Females	36	20%	15%
Males	142	80%	85%

PROTECTIVE SERVICES NON-SWORN Total: 328			
Race/Ethnicity	Employees N	Government Workforce (% of Sector)	Employed County Labor Force (% of Sector)
Black / African American	8	2%	3%
Latino / Hispanic	107	33%	46%
Asian/Pacific Island	22	7%	8%
American Indian	5	2%	0%
White (not Hispanic or Latino)	181	56%	41%
Females	80	24%	68%
Males	248	76%	32%

#### Underutilization by Occupational Category

The following table shows the underutilization of women and minorities in each of the EEO-4 Occupational categories:

Underutilization		Total Full Time Employees: 4,098			
Underrepresented Categories by Sector					
	Female	Black/African American	Latino/ Hispanic	Asian/Pacific Islander	American Indian
Officials and Administrators			X		
Professionals					
Administrative Support		X			
Technicians				X	
Service and Maintenance			X		
Skilled Craft Workers	X		X	X	X
Protective Service Workers				X	
Protective Services Non-Sworn	X	X	X	X	

2015 ACS Data: Race	2015 ACS Data: Sex
 <p>Black / African American, 2%</p> <p>White (not Hispanic or Latino), 48%</p> <p>American Indian, 0%</p> <p>Asian/Pacific Islander, 7%</p> <p>Latino / Hispanic, 41%</p>	 <p>Males, 55%</p> <p>Females, 45%</p>
Stan County Gov. Workforce: Race	Stan County Gov Workforce: Sex
 <p>Black / African American, 3%</p> <p>White (not Hispanic or Latino), 50%</p> <p>American Indian, 3%</p> <p>Asian/Pacific Islander, 7%</p> <p>Latino / Hispanic, 37%</p>	 <p>Males, 34%</p> <p>Females, 66%</p>
Applicants: Race	Applicants: Sex
 <p>Black / African American, 7%</p> <p>White (not Hispanic or Latino), 37%</p> <p>American Indian, 2%</p> <p>Asian/Pacific Islander, 11%</p> <p>Latino / Hispanic, 43%</p>	 <p>Males, 36%</p> <p>Females, 64%</p>

## VIII. APPLICANT POOL ANALYSIS

The applicant pool for 2021 exceeds the representation in 5 of the 5 women and minority groups as compared to the 2015 ACS data as identified in the charts in the previous sections.

## IX. ACTION STEPS

The following steps will be taken to address reduce underutilization in the County's workforce. The County will:

- *Visit local school authorities and community colleges on a regular basis to cultivate an interest in employment with the county for minority students.*
- *Identify, contact and advertise open positions in the various minority and ethnic media broadcasts and publications.*
- *Develop contacts and intensify the County's presence in minority communities by working with established minority groups.*
- *Continue to participate in job fairs targeted toward minority groups.*
- *Monitor recruitment policies and procedures to determine if recruitment efforts are enabling the County to meet and maintain African American, Hispanic, Asian/Pacific Islander, American Indian/Alaskan Native and female objectives.*
- *Enhance upward mobility of all employees, but also assure that opportunities for advancement are equally distributed while encouraging minority participation.*
- *Publicize employment and career opportunities with minority and female professional organizations.*
- *Continue to provide EEO training to supervisors and managers on EEO policies, documentation, interview processes and employment requirements.*
- *Continue to provide EEO and Diversity related training.*

# APPENDIX M

Stanislaus County 2023 Equal Employment Opportunity Statement



## STANISLAUS COUNTY

### EQUAL EMPLOYMENT OPPORTUNITY/ NON-DISCRIMINATION STATEMENT 2023

The Board of Supervisors of Stanislaus County hereby reaffirms its commitment to a clearly defined Equal Employment Opportunity Program to ensure that all people will work under equal opportunity conditions and that employment decisions in County service are made in accordance with Equal Employment Opportunity principles in compliance with state and federal legal requirements.

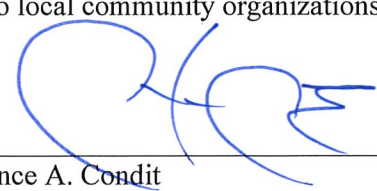
It is hereby reaffirmed that there shall be no discrimination in County employment policies and practices including pre-employment medical examinations and inquiries, recruitments, advertising, testing, certification, hiring, transfers, promotions, job assignment, training, compensation, benefits, leaves of absence, layoffs (including reemployment), terminations, and all other conditions of employment based on race, religious creed, color, national origin, ancestry, physical or mental disability (including perception of a disability), medical condition, genetic information, marital status, sex, gender (including pregnancy, childbirth, or related medical conditions), gender identity, gender expression, age (over 40), sexual orientation, military and veteran status, political affiliation or belief. Moreover, it is further reaffirmed that our Workplace Harassment, Discrimination, and Retaliation Prevention Policy includes prohibition of harassment (visual, verbal, or physical) of, or discrimination against, an employee or their family members, applicant, unpaid intern, volunteer, independent contractor, or client based on the conditions enumerated above. The policy also prohibits retaliatory discrimination or harassment against a person or their family members because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

It is further reaffirmed that the County is also clearly committed to comply with all laws enforced by the EEOC including; Title VII of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 797), the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act of 2008, the Pregnancy Discrimination Act, the Equal Pay Act, the Age Discrimination in Employment Act of 1967 (ADEA), and Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) to the end that no person in the United States shall, on the basis of proscribed grounds, be excluded from participation, be denied the benefits, or be otherwise subjected to discrimination under any program or activity in which the County receives Federal financial assistance.

It will be the Chief Executive Officer's responsibility, in concert with those persons cited in the County's Equal Employment Opportunity Program, to effectively carryout the Board's commitment of assuring Equal Employment Opportunity and non-discrimination towards those who seek the services provided by County government.

This statement shall be updated annually and upon approval it will be distributed to all County Departments, posted to the County website and distributed to local community organizations.

  
\_\_\_\_\_  
Jody Hayes  
Chief Executive Officer

  
\_\_\_\_\_  
Channce A. Condit  
Chairman, Board of Supervisors

# APPENDIX N

Stanislaus County Public Notice ADA Title II and Civil Rights Title VI  
(English & Spanish) “Your Rights” Public Display





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YOUR  
RIGHTS

UNDER CALIFORNIA  
WELFARE PROGRAMS



for people applying for  
or receiving public aid in  
California

Tell us if you need help  
because of a disability  
Ask for a free interpreter

Ваши  
Права

По Программам  
Социального обеспечения  
штата Калифорния



для людей, запрашивающих или  
получающих общественную помощь  
в штате Калифорния

Если вам нужна помощь  
из-за инвалидности,  
сообщите нам  
Попросите бесплатного  
переводчика

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수혜자의  
권리

캘리포니아 주 복지  
프로그램에 대한 권리



공공 보조금을 신청 또는  
수령하는 캘리포니아  
주민들을 위한 정보

장애 때문에 도움이  
필요하시면 저희에게  
알려 주십시오  
무료 통역사를  
요청하십시오



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# APPENDIX O

Stanislaus County Employee Conduct/Behavior Expectations: Workplace  
Harassment, Discrimination And Retaliation Policy  
(Approved January 24, 2012/Resolution #2012-026)



PERSONNEL MANUAL  
EMPLOYEE CONDUCT / BEHAVIOR EXPECTATIONS  
APPROVED SEPTEMBER 29, 2020 / RESOLUTION #2020-0520  
WORKPLACE HARASSMENT, DISCRIMINATION  
AND RETALIATION PREVENTION POLICY

Revised 09/2020

## PURPOSE

Stanislaus County is proud of its tradition of a collegial work environment in which all individuals are treated with respect and dignity. Individuals have the right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices. **At Stanislaus County, harassment, discrimination and retaliation whether verbal, physical or environmental, is unacceptable and will not be tolerated.**

It is the intention of this Policy to prohibit, eliminate and prevent harassment, discrimination and retaliation and its effects in the workplace. To do this, the County, through this Policy, defines harassment, discrimination, and retaliation and sets forth a procedure for filing, investigating and resolving internal complaints.

## POLICY

Harassment, discrimination, and retaliation of an applicant or employee by an employee or non-employee on the basis of a protected classification is not acceptable and will not be tolerated. Protected classifications include, but are not limited to: race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sexual orientation, genetic information, gender, gender identity, gender expression, military and veteran status, or other protected classifications under the law. Annually, the Board of Supervisors reaffirms its commitment to non-discrimination by adopting the County's Equal Employment Opportunity Non-Discrimination Statement. Please review the annual Non-Discrimination Statement for updates to protected classifications. The Non-Discrimination statement is located in each department, in the Personnel Manual, and on-line on the County's Equal Rights website.

This Policy applies to all terms and conditions of employment, including, but not limited to: applications, screening, interviews, hiring, job assignments, promotion, disciplinary action, layoff, re-employment, transfer, leave of absence, compensation and training.

Disciplinary action up to, and including, termination will be instituted for an employee's behavior which conflicts with expectations as described in the definition of harassment, discrimination, and retaliation set forth in this policy.

An employee may be subject to discipline for engaging in harassing conduct that is not covered by the definition of harassment under the law, but, if repeated or allowed to continue, may fall under that definition.

## HARASSMENT AND DISCRIMINATION

Discrimination and harassment behavior is a form of misconduct that violates this Policy and in some cases may constitute misconduct that violates federal and state laws. When evaluating complaints of hostile, offensive, or abusive conduct, the County will consider both current legal standards and County Policy. Examples of harassment, discrimination, and prohibited behavior include, but are not limited to:

- Discrimination is the unequal treatment of individuals with respect to the terms and conditions of their employment, based on their membership in a protected classification.
- Harassment is unwelcomed verbal, physical, visual, or electronically communicated conduct based on a person's actual or perceived membership in a protected classification. Examples of prohibited behavior include but is not limited to, the following:
  - Speech such as epithets, derogatory comments, offensive remarks or slurs and lewd propositioning based on a protected classification. This includes inappropriate sex-oriented comments on appearance, including dress or physical features, or race-oriented stories and jokes.
  - Physical acts such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement when directed at an individual based on a protected classification. This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied on-the-job threats or promises in return for submission to physical acts.
  - Visual insults, such as derogatory posters, cartoons or drawings related to a protected classification.
  - Circulation or posting of inappropriate materials including but not limited to jokes, messages, cartoons, or pictures, through written, electronic, or other means.
  - Conduct that affects or interferes with an individual's job performance when it creates a hostile, offensive, or abusive working environment.
- Sexual harassment is illegal and is a form of sex discrimination under federal and state law. The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as:
  - Unsolicited and unwelcomed sexual advances, requests for sexual favors, and other verbal, physical, visual, or written conduct of a sexual nature directed at persons of the same or opposite sex when such conduct is made either explicitly or implicitly as a term or condition of an individual's employment.

- When submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- When such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or otherwise offensive working environment.
- Other examples of types of conduct which may constitute sexual harassment include:
  - Explicit sexual propositions, preferential treatment in exchange for sexual favors, retaliating or getting back at someone who turns down sexual advances.
  - Sexual innuendos, suggestive comments, sexually oriented joking or teasing, or jokes about gender specific traits.
  - Dissemination of printed visual material, display or electronic communication of offensive or obscene jokes, messages, or pictures.
- All harassers, including both supervisory and non-supervisory employees, may be held personally liable for harassment or facilitating and/or promoting such harassment.
- **It is no defense to a claim of harassment that the alleged harasser did not intend to harass.**

## TRAINING

California law requires that all employers of five or more employees provide one hour of sexual harassment and abusive conduct prevention training to non-supervisory employees, and two hours of sexual harassment and abusive conduct prevention training to supervisory employees. These trainings are legally required and designed to educate everyone about what is, and is not, acceptable behavior in the workplace. All employees must receive training by January 1, 2021. The law requires new supervisory employees to be trained within six months of assuming their supervisory position, and most new non-supervisory employees to be trained within six months of hire. Per this Policy, the County requires all employees to be trained within 60 days of hire, or assignment to a supervisory classification. After the initial training, all employees must repeat the training course once every two years.

## RETALIATION

Retaliation against an individual who reports, files a complaint, or assists in the investigation of a complaint or otherwise opposes conduct the individual reasonably believes to be harassment, discrimination, or retaliation, is prohibited. Retaliation occurs when adverse action is taken against an individual specifically for reporting a concern about an unlawful employment practice. Employees (supervisors, co-workers and management) found to be retaliating against another employee shall be subject to disciplinary action up to, and including, termination.

## RESPONSIBILITY FOR RESPONDING TO AND REPORTING DISCRIMINATION, HARASSMENT AND RETALIATION

All employees are encouraged to report discriminatory, harassing, or retaliatory behavior, whether directed at themselves or at co-workers.

Supervisory employees are required to take corrective action if employees are subjected to discrimination, harassment, or retaliation based on a protected classification. If a complaint is made to a supervisor, or if a supervisor becomes aware of potential discrimination, harassment, or retaliation, the supervisor must immediately report it to the Departmental Equal Rights Officer or Department Human Resources personnel. Any supervisor who receives a complaint of discrimination, harassment, or retaliation and fails to report it may be subject to disciplinary action.

Departments must follow the Equal Employment Opportunity (EEO) Complaint Procedure for all complaints of discrimination, harassment, and retaliation. Departments are responsible for ensuring that all employees know of and are trained periodically regarding this policy.

## **COMPLAINT PROCEDURE**

Employees are encouraged to resolve issues and concerns under this policy at the lowest supervisory level of the organization possible given the circumstances of the issues involved. While Stanislaus County encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome, Stanislaus County also recognizes that power and status disparities between the individuals involved in the situation may require an alternative resolution process. In the event that such informal, direct communication between individuals is either ineffective or impractical, the County's Equal Employment Opportunity (EEO) Complaint Procedures should be followed in reporting a complaint of harassment, discrimination or retaliation. The County's EEO Complaint Procedure is located in the County's Personnel Manual and on-line on the County's Equal Rights website. To initiate the EEO Complaint Procedure, any employee, job applicant, or person seeking County services who believes he or she has been subject to harassment, discrimination or retaliation in violation of this policy may make a complaint orally or in writing with any of the following:

1. Immediate supervisor;
2. Any supervisor or manager within or outside the department;
3. Department Head;
4. Departmental Equal Rights Officer;
5. Director of Personnel or Chief Executive Office designee; or
6. County Equal Rights Officer.

This procedure shall apply to allegations of harassment, discrimination and retaliation in any employment action or in the delivery of public services based upon a protected classification. County departments may develop separate policies and procedures related to processing complaints regarding the delivery of public services in compliance with all applicable federal and state laws and regulations. Applicants or employees may also file a complaint with a government agency such as the Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC).

All complaints are kept strictly confidential and disclosed only for business necessity on a need to know basis. All complaints are responded to timely, investigated (if necessary) by qualified personnel in a timely and impartial manner, and documented and tracked. If it is determined that a violation of this Policy occurred, the County will take appropriate remedial action.

## **APPLICATION**

This Policy applies to all employees of Stanislaus County, including volunteers, interns, contract employees, supervisory employees, department heads, and elected officials. All employees shall review and acknowledge this Policy electronically in PeopleSoft and a record of such acknowledgment shall be maintained electronically as part of the employee's personnel record.

## CONCLUSION

Stanislaus County has developed this Policy to ensure that all of its employees can work in an environment free from harassment, discrimination, and retaliation. Stanislaus County will make every effort to ensure that all personnel are familiar with the Policy and know that any complaint received will be thoroughly investigated and appropriately resolved. Employees are encouraged to contact their department's designated Human Resources Representative, or any member of the Chief Executive Office Human Relations Division at (209) 525-6341, with any questions related to the provisions of this policy.