

SETTLEMENT AGREEMENT

CALIFORNIA WORKS LABOR-MANAGEMENT COOPERATION TRUST

V.

COUNTY OF VENTURA ET AL.

VENTURA COUNTY SUPERIOR COURT

CASE NO. 56-2020-00546187-CU-TT-VA

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Petitioners and Plaintiffs California Works Labor-Management Cooperation Trust ("Petitioners" or "California Works"), and Respondents and Defendants County of Ventura and Board of Supervisors of County of Ventura ("Board of Supervisors") (collectively "Respondents" or "County"). California Works is a non-profit organization formed by a council of labor organizations representing construction workers and energy infrastructure and manufacturing companies that hire union workers in California. California Works is concerned with policies that protect public health and the environment while providing job opportunities for working families and disadvantaged communities in the region where the workers and their families live, work and recreate. The County of Ventura is a general law county organized under the laws of the State of California. The Board of Supervisors is the elected legislative and quasi-judicial governing body of the County. Petitioners and Respondents are the Parties to this Agreement. This Agreement shall take effect only if and upon the Board of Supervisors' adoption of the resolution attached as Exhibit A pursuant to Section I.C. below ("Effective Date"). .

RECITALS

WHEREAS, on January 9, 2020, the County released a Draft Environmental Impact Report ("DEIR") for the 2040 General Plan Update ("2040 GPU" or "Project") pursuant to the California Environmental Quality Act ("CEQA"). The 2040 GPU is a comprehensive update of the County's General Plan. The 2040 General Plan identifies the goals, policies and implementation programs that will guide future decisions in the County concerning a variety of issues, including land use, climate change, agriculture, transportation, hazards, public facilities, health and safety, environmental justice, economic vitality, and resource conservation through the year 2040;

WHEREAS, on July 16, 2020, the County Planning Commission held a public hearing to consider and make recommendations to the Board of Supervisors on the 2040 GPU. The Planning Commission recommended approval of the Project to the Board of Supervisors;

WHEREAS, on September 1, 2020, the Board of Supervisors held a public hearing on the Project. California Works submitted written and oral comments at the hearing raising objections to the Final Environmental Impact Report ("FEIR"). The Board continued the public hearing to September 15, 2020;

WHEREAS, on September 14, 2020, California Works submitted additional comments to the County raising objections to the FEIR;

WHEREAS, on September 15, 2020, the Board adopted Resolution No. 20-106 certifying the FEIR for the 2040 General Plan, repealing the existing general plan except for portions constituting the 2014-2021 housing element, and approving and

adopting the 2040 General Plan, 2040 General Plan Background Report, and all related documents regarding the 2040 General Plan Project;

WHEREAS, on September 16, 2020, the County filed a Notice of Determination for the Project with the Governor's Office of Planning and Research, pursuant to CEQA;

WHEREAS, on October 15, 2020, California Works filed a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief in Ventura County Superior Court, *California Works Labor-Management Cooperation Trust v. County of Ventura et al.*, Case Number 56-2020-00546187-CU-TT-VTA, alleging violations of CEQA in the approval of the Project (the "Action");

WHEREAS, County disputes the allegations made in the Action;

WHEREAS, the Parties recognize that continuing their dispute over the 2040 GPU and the Action may result in significant costs to all Parties, with an uncertain outcome to each Party;

WHEREAS, the Parties desire to resolve their disputes and any and all other potential issues regarding the Project and the Action;

WHEREAS, the Parties agree that the resolution of the Action, as provided in this Agreement, is limited to the Project and does not bind either Party with respect to any other projects, legislative approvals, or land use approvals by the County;

WHEREAS, by executing this Agreement, none of the Parties admit nor concede any of the claims, defenses or allegations which were raised in the Action or could be raised by the other parties or any third party, with regard to the Project; and

NOW THEREFORE, in consideration of the mutual terms, covenants, conditions and promises contained herein, the Parties hereto fully settle, compromise, and resolve all disputes and controversies between them related in any way to the Project and the Action. Following negotiations between the Parties, a settlement of all claims between the Parties was agreed to, the terms of which are set forth below.

TERMS

I. ACTIONS BY COUNTY

The County shall comply with the measures described in this Section. The Parties agree that these measures shall be independently enforceable by California Works pursuant to this Agreement.

A. Alert and Warning Annex to the County Emergency Operations Plan

The Ventura County Sheriff's Office of Emergency Services ("Ventura OES") coordinates emergency operations activities among all the various jurisdictions and develops written guidelines for emergency preparedness, response, recovery, and mitigation to natural, man-made, and technological disasters. In 2021, the Board of Supervisors adopted the County's Emergency Operations Plan ("EOP"), which provides the structure and processes that all key partner agencies within the county use to respond to, and initially recover from, a major emergency or disaster event. Ventura OES is currently preparing an alert and warning annex to the EOP that will provide a detailed overview of the notification systems that are in use, including administration, agency roles, and responsibilities, maintenance and training.

1. Within six (6) months of the Execution Date of this agreement, Ventura OES shall publish an Alert and Warning Annex on ReadyVenturaCounty.org. The Alert and Warning Annex shall be in alignment with the State of California Statewide Alert and Warning Guidelines published in March 2019. Ventura OES shall annually review and update the Alert and Warning Annex to ensure it is consistent with current alert and warning best practices, procedures, and protocols and consistent with state and federal rules. Ventura OES shall report on any changes to the Alert and Warning Annex that occurred since the last Emergency Operations Plan was adopted when the Board of Supervisors considers adoption of the Emergency Operations Plan during the Board's triannual review.
2. Within one (1) year of the adoption of the Alert and Warning Annex, the County shall implement a formal written alert and warning training program for County technicians, practitioners, program administrators, and all other County staff who oversee and/or implement the alert and warning program. The training program shall be consistent with the training requirements recommended in the State of California Statewide Alert and Warning Guidelines. The County shall annually review and update the alert and warning training program to ensure the program is consistent with current best practices, procedures, and protocols and consistent with state and federal rules. The County shall ensure that all County employees with alert and warning responsibilities shall undergo

applicable training at least once every year. The County shall maintain a written record of County employees who have completed the training program and the date of employee's last training.

B. Catastrophic Wildfire After-Action Report

1. Ventura OES shall publish a written after-action report on ReadyVenturaCounty.org within nine (9) months after the conclusion of a catastrophic wildfire as determined by the Director of Ventura OES. The after-action report shall discuss, at a minimum:
 - a. A review of the fire and emergency response actions taken by local, County, State, and Federal agencies.
 - b. A description of the County alert and warning systems that were activated during the catastrophic wildfire, and an evaluation of the effectiveness of those systems before, during and after the wildfire.
 - c. Recommendations for any necessary modifications to fire and emergency response plans and procedures.
 - d. Recommendations for any improvements to the County's emergency alert and warning system.
 - e. Recommendations for any additional training on fire and emergency response.
2. For purposes of this section, a "catastrophic wildfire" means "any wildfire that occurs in the County which (1) destroys over five hundred (500) structures, (2) burns over fifty thousand (50,000) acres, or (3) causes a fatality".

C. Labor Standards for Plugging and Abandonment of Orphan and Idle Oil and Gas Wells in Ventura County

The Board of Supervisors shall consider adopting, at its March 14, 2023, public meeting, the policy statement in the substantive form attached as Exhibit A to this Agreement to encourage contractors to hire locally and use of a skilled and trained workforce within the meaning of Section 2601 of the Public Contract Code, for orphan and idle well plugging and abandonment projects in the County.

II. ACTIONS BY CALIFORNIA WORKS

Within five (5) court days after the Effective Date, California Works agrees to file with Ventura County Superior Court a duly prepared and executed request for dismissal without prejudice of the Action based on this legally enforceable settlement.

California Works agrees that it and its members, partners, and affiliates, and its and its members', partners' and affiliates' respective affiliates, representatives, officers, attorneys, agents, successors, and assigns (collectively "California Works Parties"), will not further challenge, oppose, contest, appeal, take adverse actions or bring suit, administratively or judicially regarding the Project. Neither California Works nor the California Works Parties will encourage, assist, support or cooperate with, by itself or through agents or attorneys, any persons who sue, challenge, or contest, administratively or judicially, the Project.

III. MUTUAL RELEASES

A. County.

1. Except for the obligations provided herein, County and each of their officers, directors, board members, commissioners, agents, employees, contractors, owners, members, partners, representatives, agents, attorneys, successors, and assigns hereby unconditionally release, acquit and forever discharge California Works and each of its representatives, officers, members, individuals, attorneys, agents, successors, and assigns acting as such from any and all claims, demands, injuries, actions, causes of action, either at law or in equity or of any kind, nature or description, known or unknown, which County has had or has up through the Effective Date against California Works arising out of, based upon, or relating directly or indirectly to the Project or the Action.

B. California Works.

1. Except for the obligations provided herein, California Works and each of its representatives, officers, members, individuals, agents, attorneys, successors, and assigns hereby unconditionally release, acquit and forever discharge County and each of their officers, directors, board members, commissioners, agents, employees, contractors, owners, affiliates, officers, directors, employees, members, partners, representatives, attorneys, agents, lenders, successors, and assigns from any and all claims, demands, injuries, actions, causes of action, either at law or in equity or of any kind, nature or description, known or unknown, which California Works has had or has up through the Effective Date against County arising out of, based upon or relating directly or indirectly to the Project or the Action.

C. California Civil Code Section 1542 Waiver

1. The Parties are aware that facts may be discovered later that are different from and/or in addition to those that the Parties now know or believe to be true. The Parties acknowledge that they have been

informed by their attorneys regarding, and are familiar with, California Civil Code section 1542 which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties expressly waive all rights under Civil Code section 1542 and intend that the foregoing releases and discharges extend to all claims either Party has had or has up through the Effective Date regarding the Project.

IV. PROSPECTIVE CLAIMS

The releases in this Agreement are limited releases that apply only to claims of any nature relating directly or indirectly to the Project and shall not apply to any claims, demands, obligations, responsibilities, suits, actions or causes of action arising out of the failure of any Party to perform its obligations as set forth in this Agreement or relating to any other written contractual arrangement between the Parties and/or their affiliates.

V. NO PRIOR ASSIGNMENTS

The Parties hereto represent and warrant that they have not heretofore assigned or transferred, or purported to assign or transfer, to any other person, entity, firm or corporation whatsoever, any claim, debt, liability, demand, obligation, expense, action, or causes of action herein released.

VI. BINDING ON SUCCESSORS

This Agreement and its terms shall inure to the benefit of and be binding upon each of the Parties hereto and each and all of their respective successors, assignees, buyers, grantees, vendees, or transferees, and their past or present, direct or indirect, affiliates, partners, joint ventures, subsidiaries, parents, receivers, trustees, officers, directors, employees, agents, and shareholders each of them, as though they were Parties hereto, wherever located, and shall survive any amendments, modifications, or court orders related to the Project, including but not limited to resolution of other pending lawsuits challenging the Project.

VII. SETTLEMENT OF DISPUTED CLAIMS

The Parties hereto understand and agree that this settlement is a final, binding settlement to resolve all issues related to the Project and the Action and is not an admission of any wrongdoing or liability by the County or California Works.

VIII. FACTUAL INVESTIGATION

Each Party has conducted its own factual investigation and is not relying on the other Party.

IX. UNDERSTANDING OF TERMS

The Parties hereto each hereby affirm and acknowledge that they have read this Agreement, that they know and understand its terms, and have signed it voluntarily and on the advice of counsel. The Parties have had a full and unhindered opportunity to consult with their attorneys, accountants, financial advisors, and such other consultants as they may have desired prior to executing this Agreement.

X. AGREEMENT MAY BE PLEADED AS A DEFENSE

This Agreement may be pleaded as a defense by the Parties hereto and may be used as the basis for an injunction against any action challenging the Project in violation of this Agreement. This Agreement is the result of negotiations between the Parties, and it is the product of all of the Parties. This Agreement shall not be construed against any Party because of the involvement of that Party or its counsel in the preparation or drafting of this Agreement.

XI. ENFORCEMENT

This Agreement shall be interpreted under the laws of the State of California. The Parties agree that this Agreement may be enforced pursuant to Code of Civil Procedure Section 664.6. The Parties further agree that the Court may retain jurisdiction over the Parties to enforce the Agreement. Concurrently with execution of this Agreement, the Parties shall execute and file a stipulation with the Court stating that, pursuant to Code of Civil Procedure Section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties to enforce the Agreement until performance in full of the terms of the Agreement.

The Parties agree that money damages would be difficult to ascertain for any breach (or threatened breach) of this Agreement and agree that this Agreement may be enforced by a preliminary or permanent, mandatory, or prohibitory injunction, by a decree of specific performance, or other such order or decree of the Court. The agreed remedies set forth herein shall not be construed to limit or derogate from any legal or equitable remedy authorized by applicable law.

XII. AUTHORITY TO EXECUTE AGREEMENT

Each person signing this Agreement warrants that he or she has authority to execute this Agreement and to thereby bind the Party on whose behalf he or she is signing to the terms of this Agreement.

XIII. LEGAL FEES AND COSTS

Each Party shall bear its own legal fees and costs resulting from the preparation, negotiation and execution of this Agreement and from the Action.

XIV. REPRESENTATIONS AND WARRANTIES OF CALIFORNIA WORKS

California Works represents and warrants as follows:

1. California Works is a non-profit organization, validly existing and in good standing under the laws of the United States with all necessary power and authority to execute, deliver and perform its obligations under this Agreement.
2. This Agreement has been duly entered into by California Works and constitutes a legal, valid and binding obligation of California Works enforceable against California Works, its participating labor organizations and the members of such participating labor organizations, in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting generally the enforcement of creditors' rights.
3. To the best of California Works' knowledge as of the date of this Agreement, no written statement of fact made or to be made by California Works to County pursuant to this Agreement, if any, contains any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statement therein contained not misleading.

XV. REPRESENTATIONS AND WARRANTIES OF COUNTY

The County represents and warrants as follows:

1. The County possesses all necessary power and authority to execute, deliver and perform its obligations under this Agreement.
2. This Agreement has been duly entered into by the County and constitutes a legal, valid and binding obligation of the County enforceable against the County, in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting generally the enforcement of creditors' rights.

XVI. DOCUMENTS TO BE FILED OR EXECUTED

The Parties agree to cooperate to execute any other documents reasonably required to effectuate the intent of this Agreement and, if a Party does not so cooperate, any party to this Agreement may obtain judicial intervention to obtain judicial signature in lieu of Party signature, upon noticed motion and supporting affidavit.

XVII. MATERIALITY OF BREACH; THIRD PARTY BENEFICIARIES

Any breach of this Agreement, at the option of any Party, shall be treated as material and a complete failure of consideration. Except in the event that there is the danger of imminent irreparable harm, before any Party may assert any claim associated with a breach of this Agreement in any federal, state, county or local court or administrative process, or otherwise, such Party must first inform the other Party in writing and give the other Party a reasonable opportunity, not to exceed thirty (30) calendar days from the notice, to cure the breach. Except as expressly provided with respect to the mutual releases set forth herein, the terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person.

XVIII. WAIVER

The waiver of any provision or term of this Agreement shall not be deemed as a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or term of this Agreement.

XIX. AMENDMENTS

No provision of this Agreement may be modified, unless in writing and signed by the Party against whom the enforcement of such modification is sought.

XX. PARAGRAPH HEADINGS

Paragraph headings are provided herein for convenience only and shall not serve as a basis for interpretation or construction of this Agreement, nor as evidence of the intention of the Parties

XXI. SEVERABILITY

If any portion of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any

such provision in another circumstance, or the validity or enforceability of this Agreement as a whole.

XXII. INTEGRATION

This Agreement contains the entire agreement and understanding between the Parties as to the subject matter of this Agreement and is intended to be and is a final integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties hereto relating to the terms and conditions of this Agreement that are not fully expressed herein.

XXIII. TIME OF THE ESSENCE

Where a specific time or date is specified for performance, time is of the essence in this Agreement.

XXIV. NOTICES

All notices and other communications which one party may give to the other required by or in connection with this Agreement, shall be confirmed in writing and shall be emailed and either hand-delivered or sent by overnight delivery to the following addresses:

If to County:

County Counsel, County of Ventura
Attn: Jeffrey E. Barnes
Chief Assistant County Counsel
800 S. Victoria Avenue
Ventura, California 93009
Phone: (805) 654-2580
jbarnes@ventura.org

If to California Works:

Adams Broadwell Joseph & Cardozo
Attn: Andrew J. Graf, Christina Caro
601 Gateway Boulevard, Suite 1000
South San Francisco, CA 94080
Phone: (650) 589-1660
Email: agraf@adamsbroadwell.com; ccaro@adamsbroadwell.com

Any Party may alter that Party's contact information for purposes of notices, at any time, by giving written notice of such change in conformity with the provisions of this Agreement.

Notice shall be deemed to be effective: if hand delivered, when delivered; if emailed, within 24 hours; if mailed, at midnight on the third (3rd) business day after being sent by registered mail; and if sent by internationally recognized overnight delivery service, on the next business day following delivery to such delivery service.

The Parties acknowledge and agree that the foregoing provisions for the giving of notice are not intended to cover day-to-day communications between the Parties in the course of performing each such Party's duties and obligations hereunder.

XXV. RECITALS

The Recitals set forth in this Agreement are a material part of this Agreement and are hereby expressly incorporated by reference as though expressly set forth herein.

XXVI. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any action, proceeding, or suit arising out of or based upon this Agreement shall be instituted in the Superior Court for the State of California for the County of Imperial.

XXVII. ENTIRE AGREEMENT

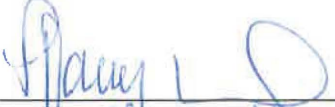
This Agreement contains the entire Agreement between the Parties and supersedes any prior agreements, whether written or oral.

XXVIII. COUNTERPARTS

This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on the Parties.

IN WITNESS WHEREOF, the Parties have executed one or more copies of this Agreement as of the Effective Date.

COUNTY OF VENTURA, BOARD OF
SUPERVISORS OF COUNTY OF
VENTURA


By: Tiffany North
Its: County Counsel

Approved as to form:


Jeffrey E. Barnes
Chief Assistant County Counsel
County of Ventura

CALIFORNIA WORKS LABOR-
MANAGEMENT COOPERATION TRUST


By: Andrew J. Meredith
Its: President

Approved as to form:



Christina M. Caro
Andrew J. Graf
Attorneys for California Works
Labor-Management Cooperation Trust

EXHIBIT A

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF VENTURA ADOPTING A POLICY STATEMENT TO STRONGLY ENCOURAGES CONTRACTORS TO "HIRE LOCALLY" AND "USE A SKILLED AND TRAINED WORKFORCE" WITHIN THE MEANING OF SECTION 2601 OF PUBLIC CONTRACT CODE FOR ORPHAN AND IDLE WELL PLUGGING AND ABANDONMENT PROJECTS

WHEREAS, the Board of Supervisors recognizes the importance of requiring the use of apprentices and graduates of apprenticeship as a means to ensure that a qualified workforce is employed on orphan and idle oil and gas plugging and abandonment projects;

WHEREAS, the skilled and trained standard is used to help ensure quality work and protect against accidents;

WHEREAS, use of a local state certified apprenticeship program or a skilled and trained workforce with a local hire component can help demonstrate emission reductions; and

WHEREAS, the Board of Supervisors desires to adopt a policy encouraging contractors to hire locally and use a skilled and trained workforce, as defined below.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Ventura hereby adopts this Policy Statement:

SECTION 1: The County shall adopt a Policy Statement to encourage contractors to "Hire Locally" and use a "Skilled and Trained Workforce" for any "Construction Activities" related to an "Apprenticeable Occupation" for "Orphan Well Plugging and Abandonment Projects" and "Idle well Plugging and Abandonment Projects."

SECTION 2: The definition of "Orphan Well Plugging and Abandonment Projects" for purposes of this Policy Statement means plugging and abandoning Hazardous or Idle-deserted Wells, decommissioning Hazardous or Deserted facilities, or otherwise remediating well sites of Hazardous or Idle-deserted Wells.

SECTION 3: The definition of "Hazardous Well" for purposes of this Policy Statement means an oil and gas well as determined by the State Oil and Gas Supervisor within the California Geologic Energy Management Division in the Department of Conservation (CalGEM Supervisor) to be a potential danger to life, health, or natural resources and for which there is no operator determined by the CalGEM Supervisor for its plugging and abandonment.

SECTION 4: The definition of "Idle-deserted Well" for purposes of this Policy Statement means an oil and gas well as determined by the CalGEM Supervisor to be deserted and for which there is no operator determined by the Supervisor for its plugging and abandonment.

SECTION 5: The definition of "Idle Well Plugging and Abandonment Projects" for purposes of this Policy Statement means plugging and abandoning Idle Wells, decommissioning attendant production facilities of the well, or otherwise remediating well sites of Idle Wells.

SECTION 6: The definition of “Idle Well” for purposes of this Policy Statement means any well that for a period of 24 consecutive months has not either produced oil or natural gas, produced water to be used in production stimulation, or been used for enhanced oil recovery, reservoir pressure management, or injection.

SECTION 7: The definition of “Hire Locally” for purposes of this Policy Statement means at least 30 percent of the construction workforce for “construction activities” for orphan well plugging and abandonment projects and idle well plugging and abandonment projects should reside in the County.

SECTION 8: The definition of “Skilled and Trained Workforce” for purposes of this Policy Statement is defined below and in conformance with Section 2601(d) of Public Contract Code.

SECTION 9: The definition of “Construction Activities” for purposes of this Policy Statement means the performance of construction, alteration, demolition, installation, repair or work, including the plugging and abandonment of wells, decommissioning of attendant production facilities, or otherwise remediating well sites.

SECTION 10: The definition of “Apprenticeable Occupation” for purposes of this Policy Statement is defined below and in conformance with Section 2601(a) of the Public Contract Code.

SECTION 11: As used in Section 1, the term “encourage” means:

- (a) To make the Resolution, if ultimately adopted, available through the County’s website (ventura.org), and to provide a copy to (1) the CalGEM Supervisor and (2) operators of Idle Wells within the County identified on CalGEM’s 2022 Idle Well Management Plan Inventory. The County shall meet these obligations within thirty (30) days of the adoption of the Resolution.
- (b) To request during the issuance of any County-issued permit for an “Orphan Well Plugging and Abandonment Projects” or an “Idle Well Plugging and Abandonment Projects” as defined in this Policy Statement, that the contractor performing work on the project notify the County in writing prior to commencing work on such projects as to whether the contractor will comply with the terms of the Policy Statement.

SECTION 12: The obligations identified in SECTION 11 are the only obligations that the County has under this Resolution. The County has no obligation to qualify, monitor or report on the labor forces hired for local projects. If the County should fail to provide a copy of the Resolution pursuant to this Section, the County shall have thirty (30) days after receiving written notice from California Works Labor-Management Cooperation Trust of said failure upon which to cure (“Cure Period”).

SECTION 13: For application of this Policy Statement, the following definitions pursuant to Section 2601 of the Public Contract Code applies:

- (a) “Apprenticeable Occupation” means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.
- (b) “Chief” means the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

- (c) "Construction," "alteration," "demolition," "installation," "repair," and "maintenance" have the same meaning as in Sections 1720 and 1771 of the Labor Code.
- (d) "Graduate of an Apprenticeship Program" means either of the following:
 - (1) An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council or the chief for completing an apprenticeship program approved by the chief pursuant to Section 3075 of the Labor Code.
 - (2) An individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.
- (e) "Skilled and Trained Workforce" means a workforce that meets all of the following conditions:
 - (1) All the workers performing work in an Apprenticeshipable Occupation in the building and construction trades are either Skilled Journeypersons or apprentices registered in an apprenticeship program approved by the chief.
 - (2) At least 60 percent of the Skilled Journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation.
 - (3) For an Apprenticeshipable Occupation in which no apprenticeship program had been approved by the chief before January 1, 1995, up to one-half of the graduation percentage requirements of paragraph (2) may be satisfied by Skilled Journeypersons who commenced working in the Apprenticeshipable Occupation before the chief's approval of an apprenticeship program for that occupation in the County.
 - (4) The apprenticeship graduation percentage requirements of paragraph (2) are satisfied if, in a particular calendar month, either of the following is true:
 - i. At least the required percentage of the Skilled Journeypersons employed by the contractor or subcontractor to perform work on the contract or project meet the graduation percentage requirement.
 - ii. For the hours of work performed by Skilled Journeypersons employed by the contractor or subcontractor on the contract or project, the percentage of hours performed by Skilled Journeypersons who met the graduation requirement is at least equal to the required graduation percentage.
 - (5) The contractor or subcontractor need not meet the apprenticeship graduation requirements specified in this Policy Statement if both the following requirements are met:
 - i. The subcontractor was not a listed subcontractor under Section 4101 of the Labor Code or a substitute for a listed subcontractor.

- ii. The subcontractor does not exceed one-half of 1 percent of the price of the prime contract.

(f) "Skilled Journeyperson" means a worker who meets all of the following criteria:

- (1) Graduate from an apprenticeship program of the applicable occupation that was approved by the chief or located outside California and approved for federal purposes pursuant to apprenticeship regulations adopted by the federal Secretary of Labor.
- (2) Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the chief.

SECTION 14: The County has no obligation to qualify, monitor or report on the labor forces hired for local projects. As set forth in Section 11, the use of Section 2601 of the Public Contract Code is solely used for the purposes of defining terms under Section 13 of this Resolution, and does not require the County to substantiate or verify whether projects have complied with these provisions.

SECTION 15: This Resolution shall take effect immediately upon its passage and adoption.

Upon motion of Supervisor _____, seconded by Supervisor _____, and duly carried, the Board hereby approves and adopts this resolution on the _____ day of _____.

Chair, Board of Supervisors
County of Ventura

ATTEST:
Clerk of the Board of Supervisors
County of Ventura, State of California

BY: _____
Deputy Clerk of the Board