



PLACER COUNTY
SHERIFF
CORONER-MARSHAL




MAIN OFFICE
P.O. BOX 6990
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TAHOE CITY, CA 96145
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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

STEPHEN L. D'ARCY
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshall 
Date: August 22, 2006
Subject: Recommendation to Approve Cooperative Agreement for Roadside Work between Placer County Sheriff-Coroner-Marshall (PCSO) and California Department of Transportation (CALTRANS)

Action Requested

It is recommended that your Board approve the cooperative agreement for Roadside Work for litter removal between PCSO and CALTRANS for a three-year term. The effective date is July 1, 2006 through June 30, 2009 in the total contract amount of \$557,795. The amount allocated for FY 2006/2007 is \$179,306.

Background

CALTRANS has the responsibility for roadside work and litter removal services for State highways. Beginning in July, 2000 CALTRANS contracted with PCSO to perform that function on their behalf. Additionally, litter removal and beautification of Placer County roadways had been a problem. In conjunction with the contract with CALTRANS, services were also provided to Public Works for this purpose.

CALTRANS desires to continue the contract and is willing to pay for correctional officers to supervise adult Jail inmates, using CALTRANS equipment, to perform litter removal along State highways per the updated rates provided to them for this service. It is intended that CALTRANS would pay for the costs dedicated to State Highways (estimated at 75%) and the County, through Public Works, would pick up the remaining 25% of the costs related to staffing. This contract has been mutually beneficial to the County and the State in beautifying roads within our County and providing a work venue for inmates housed at our jail. This contract pays for two correctional officers to implement this program. The contract also includes costs for administration, support and overhead and workers compensation.

Your Board's approval of the cooperative agreement is required.

Fiscal Impact

The contract cost to implement the portion of the program related to State highways will be funded by CALTRANS in the amount of \$179,306 for FY 2006-2007. The cost of this contract was estimated in the budget submitted to your Board for FY 2006-2007 at \$181,676 - a variance just under \$2,400.

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COUNTY OF PLACER COOPERATIVE AGREEMENT

THIS AGREEMENT ENTERED INTO ON July 1, 2006, is between the State of California, acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the COUNTY of PLACER, hereinafter referred to as **COUNTY**.

RECITALS

1. CALTRANS and COUNTY, pursuant to Streets and Highways Code Section 130, are authorized to enter into a Cooperative Agreement for improvements to or maintenance of State Highways.
2. The County of Placer Board of Supervisors have authorized the County of Placer, Department of Sheriff Coroner-Marshall to provide Inmate labor, "Inmates", to perform certain roadside work as is specified herein.
3. CALTRANS has requested that COUNTY assign State inmates to perform roadside work for CALTRANS. COUNTY and the Department of Sheriff Coroner-Marshall have agreed to assign Inmates and to provide supervision and direction for those Inmates in the form of Work Crew Supervisor(s) subject to the terms and conditions of this Agreement.
4. All services performed by INMATES pursuant to this Agreement shall be performed by the COUNTY in accordance with all applicable federal, state, and county municipal laws, ordinances, and regulations and Department of Sheriff Coroner-Marshall Policy and Procedures.

SECTION I

COUNTY AGREES:

1. To provide under the direction of the COUNTY Work Crew Supervisor(s), Inmate work crews to CALTRANS to perform manual, unskilled labor on State highways within the COUNTY, which will improve or preserve the appearance or function of the highway, including but not limited to litter pickup, weed removal, brush clearing, drainage ditch clearing, fire break clearing, plant re-establishment, minor replanting of dead or damaged vegetation, and water basin cleaning and re-establishment. Said work is fully described in Attachment A to this Agreement. The Work Crew Supervisor shall assign a minimum of one (1) – maximum of two (2) crews, each consisting of a minimum of seven (7) Inmates, with no maximum, except for span control.
2. The Work Crew Supervisor, in charge of each Inmate crew, shall be under supervision of, and shall be responsible to, the Department of Sheriff Coroner-Marshall for the COUNTY.

3. INMATES shall be under the direction and control of CALTRANS only with regard to the location of work, and the manner of performing it. The Supervisor shall supervise and control the INMATES while performing the work CALTRANS has specified. The Supervisor shall comply with such direction so long as the instructions do not endanger the Supervisor or the Inmates, do not prevent the Supervisor from adequately supervising the Inmates, and do not violate any law or policy of the Department of Sheriff Coroner-Marshall or the COUNTY.
4. The COUNTY SHALL HAVE THE CREW AND Supervisor adhere to CALTRANS' safety standards including, but not limited to, the wearing of hard hats and safety vests. CALTRANS shall provide the safety equipment.
5. To provide crew as requested, including during incimate weather.
6. The COUNTY shall furnish the necessary driver from the designated CALTRANS Yard to and from the appointed Work Site. The transportation shall include transporting the necessary tools and a portable toilet facility.
 - a. The COUNTY Work Crew Supervisor vehicle operator must possess a valid California Driver's License appropriate for the vehicle to be operated and have completed a Defensive Driving Course within the previous 3 years. The Defensive Driver's training must be equivalent to that required by the State for its employees operating State Vehicles.
 - b. Any vehicle operator's work related driving accident shall not exceed the number allowable for a State employee under the current State policy. If the accident record is found to exceed the maximum allowable, the Contract Manager shall request and the COUNTY shall immediately provide a replacement operator.
 - c. The COUNTY shall be responsible for reporting any damage from accident, vandalism, or any other cause, to the State provided vehicle, portable toilet, or tools, to the CALTRANS Contract Manager within 8 hours by verbal communication followed up in writing within 3 days.
7. The COUNTY shall hold an orientation meeting at the beginning of each day for work assignments. Each PARTICIPANT shall sign in on the list for the day and a copy of the list shall be provided to the CALTRANS Contract Manager along with the invoice for that month.
8. The COUNTY agrees to clean and dump the portable toilet at an approved site on an as needed basis. The COUNTY shall clean the State's van and the portable toilet to CALTRANS satisfaction on a weekly schedule.

SECTION II

CALTRANS AGRESS:

1. To specify the nature of the work to be done, the location and the manner of performing it. CALTRANS shall make periodic visits to work sites to assure that the work is being

performed as requested. If technical direction is required, CALTRANS shall assign an employee to provide the required technical direction.

2. To provide training to Inmates in the use of all tools (including mechanical and power tools) which the Inmates will be allowed or required to use performing work under this Agreement.
3. To provide all necessary safety instructions.
4. To provide all necessary signing, consumable (such as trash bags, gloves, etc.) hand tools specialty tools and safety equipment to enable the Inmates to perform the tasks they are required to perform, including but not limited to, safety equipment such as warning signs, hard hats and orange vests. Any other equipment deemed necessary shall be furnished as determined appropriate by the Supervisor and by CALTRANS.
5. To provide all traffic control that may be necessary in connection with the work being performed, or to be performed, by the INMATES.
6. The subsequent discovery of asbestos, lead-based paint, or other hazardous substances/material, once noticed and brought to the attention of the Contract Manager, will cause the stoppage of work.
 - a. The Contract Manager shall immediately request a site investigation and lab analysis report to determine if hazardous material is present.
 - b. The Contract Manager will authorize the COUNTY once work can begin again in the suspected area.
 - c. CALTRANS will identify another site area if it is determined that a hazard exists at an active site until such time as the problem is resolved.
7. To provide vehicles for transporting Inmates from the CALTRANS Yard to and from all CALTRANS and COUNTY work sites.
8. To provide a portable toilet for Inmates to use each workday. CALTRANS will perform all maintenance on the provided transport vehicle/toilet and trailer provided to the COUNTY.
9. To remove and properly dispose of trash that has been collected on State right of way.

SECTION III

IT IS MUTUALLY AGREED:

1. Notification of Parties

COUNTY Contract Manager is Steve Couvrette, Phone (530) 745-8545

CALTRANS Contract Manager is Rusty Grout, Phone (530) 272-9720

CALTRANS Maintenance Supervisor is Mark Jones, Phone (530) 885-8335

All notices herein required to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, registered or certified, postage prepaid, and addressed as follows:

PLACER COUNTY SHERIFF
P.O. Box 6990
Auburn, CA, 95604

Attention: Sgt. Steve Couvrette, Contract Manager

CALIFORNIA DEPARTMENT OF TRANSPORTATION
Caltrans Sutter Sierra Region
355 Crown Point Circle, Suite C1
Grass Valley, CA, 95945

Attention: Rusty Grout, Contract Manager

2. **Period of Performance**

This Agreement shall begin on the date specified on the face sheet, contingent upon full execution and approval by CALTRANS, and expire on June 30, 2009, unless extended by amendment.

3. **Work Stipulation**

Work to take place in a minimum of four (4) days a week, Monday through Thursday. A minimum of three (3) days per week on CALTRANS right of way and a maximum of one day per week, crews will be used on COUNTY property, funding for the COUNTY work projects will be funded by the COUNTY and not billed to CALTRANS. Work PARTICIPANTS and Supervisor are to be at the CALTRANS Yard by 7:00 a.m. in the morning. Work shall take place as soon as the crews are assembled, signed in for the day and driven to the Work Site. Work shall conclude no earlier than 4:00 p.m. in the afternoon with the conclusion of the day at 5:00 p.m. back in the CALTRANS Yard.

The COUNTY work shall not exceed a 10 hour day for billing to CALTRANS.

4. **Changes in Terms/Amendment**

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

5. **Termination**

This Agreement may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination.

6. **Cost Limitation**

- a. The total amount payable by CALTRANS shall not exceed \$556,795.20 for the total number of fiscal years encompassed within this Agreement. (2 Inmate work crews for 3 Fiscal Years.)
- b. It is agreed and understood that this is only an estimate and that CALTRANS will pay only for services actually rendered by the Inmates and the Supervisor(s) and as authorized by the Caltrans Contract Manager.
- c. This is a multi-year funded agreement. COUNTY will not commence work, or exceed any then effective fiscal year allotment cumulative funding limit as listed below without the prior written approval of the Caltrans Contract Manager.

<u>FISCAL YEAR*</u>	<u>CONTRACT ALLOTMENT</u>
2006/2007	\$179,306.40
2007/2008	\$185,515.20
2008/2009	<u>\$191,973.60</u>
Total Agreement amount (to 06/30/2009)	\$556,795.20

*Fiscal Year begins July 1 and ends on June 30

7. **Rates and Payments**

- a. CALTRANS shall pay COUNTY an hourly rate of \$57.47 (FY 2006/2007), \$59.46 (FY 2007/2008), and \$61.53 (FY 2008/2009) for each crew/supervisor provided by COUNTY under this Agreement. The rate shall include the actual cost of salaries (including overhead and general administrative costs) and employee benefits (including but not limited to, vacation, holiday time, and sick leave). (See Attachment B)
- b. CALTRANS shall pay COUNTY an hourly overtime rate for each Supervisor when overtime is authorized by the Caltrans Contract Manager.
- c. The rate may be adjusted at the commencement of the next fiscal year upon submittal to the Caltrans Contract Manager a copy of the COUNTY resolution or equivalent COUNTY fiscal document, authorizing the increase. This document shall be presented within 30 days of the increase taking effect.
- d. CALTRANS will reimburse COUNTY, QUARTERLY in arrears as promptly as CALTRANS fiscal procedures permit upon receipt of itemized signed invoices in triplicate. Invoices shall reference the CALTRANS District Agreement No. and shall be submitted to the Caltrans Contract Manager at the following address:

California Department of Transportation
District 03, Maintenance
355 Crown Point Circle, Suite C1
Grass Valley, CA, 95945
Attention: Rusty Grout, Contract Manager

- e. Invoices shall include the following information:
1. CALTRANS Agreement No.
 2. Name(s) of the Work Crew Supervisor(s)
 3. Dates of Service
 4. Location of Service (county/route/post mile)
 5. Hours Worked
 6. Number of Inmates/Crews Working

8. **Insurance**

- a. COUNTY shall provide to CALTRANS proof of Worker's Compensation Insurance or COUNTY self-insurance pursuant to Section 3700 of the Labor Code. A copy of this certificate shall be returned along with the Agreement after the COUNTY approval. The final execution of this Agreement will not occur until this information is provided by the COUNTY.
- b. COUNTY shall provide workers' compensation pursuant to Penal Code Section 4024.2(b)(1)(B) for all Program Participants.
- c. COUNTY shall notify CALTRANS Contract Manager of any injuries occurring on the work site within 24 hours. Within 48 hours of the occurrence of the injury, COUNTY will file with the Contract Manager a copy of the State compensation Insurance Employer's Report of Occupational Injury or Illness.

9. **Budget Contingency Clause**

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CA Department of Transportation shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and COUNTY shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CA Department of Transportation shall have the option to either cancel this Agreement with no liability occurring to CA Department of Transportation, or offer an Agreement Amendment to COUNTY to reflect the reduced amount. In the event the CA Department of Transportation cancels this Agreement, the CA Department of Transportation shall pay for all work completed by COUNTY to the date of the notice of cancellation.

10. **Hold Harmless Clause**

- a. The COUNTY shall defend, indemnify and hold harmless the CA Department of Transportation, its officers, and employees from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys'

fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the COUNTY, its officers, or employees.

- b. CA Department of Transportation shall defend, indemnify and hold harmless the COUNTY, its officers, and employees from against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of CA Department of Transportation, its officers, or employees.
- c. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion.

11. **Non-Discrimination**

During the performance of this agreement, COUNTY and its employees and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. COUNTY and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. COUNTY and its sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulation promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in full. COUNTY and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

12. **Funding Requirements**

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

- c. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.
- d. The State has the option to void the agreement under the 30-day termination clause or to amend the agreement to reflect any reduction of funds.

13. **Records Retention**

For the purpose of determining compliance with Public Contract Code Section 10115, et. Seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the COUNTY, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. CALTRANS, the State Auditor, FHWA, or any duly authorized representative of the Federal government shall have access to any books, records, and documents of the COUNTY that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

14. **Drug-Free Workplace Certification**

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - 1. the dangers of drug abuse in the workplace
 - 2. the person's or organization's policy of maintaining a drug-free workplace
 - 3. any available counseling, rehabilitation and employee assistance programs
 - 4. penalties that may be imposed upon employees for drug abuse violations
- c. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed agreement or grant:
 - 1. will receive a copy of the company's drug-free policy statement
 - 2. will agree to abide by the terms of the company's statement as a condition of employment on the agreement or grant.

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

15. **Disputes**

- a. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the CALTRANS Department Contract Officer, who may consider any written or verbal evidence submitted by the COUNTY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the CALTRANS Contract Officer.
- b. Neither the pendency of a dispute nor its consideration by the CALTRANS Contract Officer will excuse the COUNTY from full and timely performance in accordance with the terms of the agreement.

16. **Subcontractors**

- a. The COUNTY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CALTRANS Contract Manager.
- b. Any substitution of subcontractors must be approved in writing by the CALTRANS Contract Manager in advance of assigning work to a substitute subcontractor.

17. **Cost Principles**

- a. The COUNTY agrees to comply with Federal procedures in accordance with Office of Management and Budget Circular A-87, Cost Principles for State and Local Governments. (See Attachment C)
- b. The COUNTY also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- c. Any costs for which payment has been made to COUNTY that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87 or CFR 49, Part 18, Uniform Movements are subject to repayment by COUNTY to CALTRANS.

18. **Relationship of Parties**

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

19. **Interfacing with Pedestrian and Vehicle Traffic**

Pursuant to the authority contained in Section 591 of the Vehicle Code, the department has determined that within such areas as are within the limits of the project and are open to public traffic, the COUNTY shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The COUNTY shall take all necessary precautions for safe operations of the COUNTY'S equipment and the protection of the public from injury and damage from such property.

20. **Discovery of Asbestos, Lead-Based Paint, or Other Hazardous Substances/Materials**

- a. If the COUNTY discovers or suspects asbestos, lead-based paint, or other known hazardous substances/materials in the area affected by the agreement, the COUNTY shall **STOP WORK IMMEDIATELY**. The COUNTY shall verbally notify the CALTRANS Contract Manager of these findings immediately and confirm verbal notification in writing within 24 hours.
- b. Once notified, the CALTRANS Contract Manager will immediately request a site investigation and lab analysis report to determine the location(s) and percentage of asbestos material, lead-based paint or other hazardous substances/materials that are discovered or suspected to be present.
- c. Continuation of work shall not commence in that same area until the COUNTY has been authorized to do so in writing, by the CALTRANS contract Manager.
- d. Should it become necessary to cancel the work request, COUNTY shall be compensated only for work in progress or actually completed to the CALTRANS Contract Manger's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.
- e. Failure to notify the CALTRANS Contract Manager of the discovery of asbestos, lead-based paint or other hazardous substances/materials may result in immediate cancellation of the Agreement.

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CONTRACT OFFICER

COUNTY OF PLACER
State of California

By: _____
Contract Officer Date

By: _____
Chairman, Board of Date
Supervisors

Approved as to form and procedure:

Attorney Date
Department of Transportation

Attorney (or Counsel) Date
County of Placer

ATTACHMENT A

WORK THAT COULD BE PERFORMED BY INMATES UNDER THIS AGREEMENT

I. URBAN AREAS

1. Plant restoration in landscaped areas.
 - Remove dead or end of life cycle plants, shrubs and trees
 - Prepare and replant areas of plant loss, shrubs and trees
 - Ground cover removal and replanting
2. Trim overgrown shrubs and trees (particularly near fence lines and soundwalls)
Tree trimming from ground only.
3. Manual weed control.
4. Water systems restoration.
5. Clean up back side of landscaped areas, i.e., along local streets and frontage roads.
6. Remove unwanted vegetation on freeways which are landscaped : tumbleweed, brush, or other weeds as directed by Contract Manager.
7. Make fire breaks at fence lines and/or shoulders in lieu of spraying, grading or disking.
8. Clean brush, weeds, remove debris, etc., from unimproved right of way.
9. Mowing lawns and mulching plants.
10. Annual tree planting program each winter or by the season.
11. Clean ditches and channels at top of cuts and benches.
12. Clean out culvert inlets and outlet channels.
13. Restore slopes that have eroded and reseed.
14. Wash signs, markers, and guideposts.
15. Paint guardrail (Tuthill) wooden rail, etc.
16. Minor storm damage repair activity.
17. Manual litter removal (roadside and landscape)

II RURAL AREAS

1. Clear unwanted, (i.e. unsightly, dead, overgrown) brush and trees within the right of way in general.
2. Trim or remove brush and trees which have the potential of obstructing sight distance in the future as the brush becomes larger.
3. Remove seedling trees in cut separations, at least ten feet up cut slopes and ten feet down fill slopes in show areas.
4. Open up vistas - of scenic north - i.e., mountains, ocean, lakes, rivers, etc., by selective tree and brush removal within the right of way.
5. Trim up or remove trees in areas of deer and other wild game crossings for motorist visibility of animals and vice versa.
6. Remove brush, trees, and other debris within the right of way in ditches, channels, or natural gullies leading to cross-highway drainage.
7. In forest lands, clear natural vegetation-type debris which has collected over time in natural waterways leading to cross-highway drainage, i.e., logs, limbs, etc. (say up to 1,000 feet from the highway).
8. Make firebreaks at fence lines and where appropriate adjacent to shoulders in lieu of spraying, grading, mowing, or disking.
9. Remove fire tinder within the right of way, i.e., dead grass, fallen limbs, etc.
10. Plant natural vegetation on friable cut and till slopes and any other areas subject to erosion.
11. Slope restoration and reseeding (eroded slopes). Clean culverts and restore ditches (especially the top of slopes).
12. Construction of protective walls, lining of drainage inlets and outlets, etc., utilizing native rock salvaged from cut slopes, etc.
13. Repair rock walls at scenic overlooks.
14. Restore right of way fence: i.e., rotted posts, broken wire, broken rails, etc., in areas of no active use of the adjacent properties where the fences have deteriorated.
15. Wash and paint signs and guideposts (Tuthill guardrail).
16. Litter removal (roadside and landscape).

III CALTRANS MAINTENANCE STATIONS

WORK THAT COULD BE PERFORMED BY INMATES UNDER THIS AGREEMENT

1. Paint buildings in rural areas.
2. Make minor repairs to maintenance station buildings.
3. Clean up debris in maintenance station yards
4. Repair and/or upgrade yard paving.
5. Repair fencing around yards.
6. Improve general appearance of stations.
7. Remove snow from roofs in snow areas.
8. General yard work at maintenance stations.
9. Construct chemical dump sumps at maintenance stations.

ATTACHMENT B

Rates for each Supervisor provided by COUNTY

CALTRANS shall pay COUNTY an hourly rate for each Supervisor

Rates and Payments under this Agreement

- a. \$57.47 per work crew hour for Fiscal Year 2006/2007
Total contract amount not to exceed \$181,675.75 (per work crew)
- b. \$59.46 per work crew hour for Fiscal Year 2007/2008
Total contract amount not to exceed \$188,013.15 (per work crew)
- c. \$61.53 per work crew hour for Fiscal Year 2008/2009
Total contract amount not to exceed \$194,570.37 (per work crew)

The rate shall include the actual cost of salaries (including overhead and general administrative costs) and employee benefits (including but not limited to, vacation, holiday time, and sick leave.)

CALTRANS shall pay COUNTY an hourly overtime rate for each Supervisor when overtime is authorized by the Caltrans Contract Manager. This rate will be agreed upon in writing between CALTRANS and COUNTY at the time.

RATE SCHEDULE FOR PAYMENT TO THE COUNTY

		TOTAL NOT TO EXCEED:		25%	75%
YEAR ONE:	JULY 1, 2006 - JUNE 30, 2007			COUNTY	CALTRANS HRLY RATE
TWO	CORRECTIONAL OFFICERS	\$239,055 (SEE EXHIBIT A)		\$59,763.63	\$179,290.89
ONE	ACCOUNTING TECHNICIAN EQUIPMENT/ OPER. COSTS	\$964 (SEE EXHIBIT B) \$2,216 (SEE EXHIBIT A)		\$240.89 \$554.06	\$722.66 \$1,662.19
	TOTAL - YEAR ONE	\$242,234		\$60,558.58	\$181,675.75
YEAR TWO:	JULY 1, 2007 - JUNE 30, 2008				
TWO	CORRECTIONAL OFFICERS	\$247,373 (SEE EXHIBIT A)		\$61,643.33	\$185,529.98
ONE	ACCOUNTING TECHNICIAN EQUIPMENT/ OPER. COSTS	\$984 (SEE EXHIBIT B) \$2,327 (SEE EXHIBIT A)		\$245.96 \$581.77	\$737.88 \$1,745.30
	TOTAL - YEAR TWO	\$250,684		\$62,671.05	\$188,013.15
YEAR THREE:	JULY 1, 2008 - JUNE 30, 2009				
TWO	CORRECTIONAL OFFICERS	\$255,964 (SEE EXHIBIT A)		\$63,991.06	\$191,973.19
ONE	ACCOUNTING TECHNICIAN EQUIPMENT/ OPER. COSTS	\$1,012 (SEE EXHIBIT B) \$2,450 (SEE EXHIBIT A)		\$253.12 \$612.60	\$759.37 \$1,837.81
	TOTAL - YEAR THREE	\$259,427		\$64,856.79	\$194,570.37

CREDITORS' RIGHTS NOTICE

EXHIBIT B

Agreement No. 03A1211
 Placer County Sheriffs Department
 Attachment B
 Page 3 of 4

PLACER COUNTY SHERIFF'S DEPARTMENT
 JAIL CALTRANS CONTRACT - ADMINISTRATIONS/SUPPORT
 FY 06/07 THRU 06/09

	4.00%	20.45%	7.65%	18.78%	7.84%	
Rosie Dreher Acct. Auditor \$ 45,416 \$ 908 \$ 46,324		\$ 9,472	\$ 3,544	\$ 8,699	\$ 3,632	\$ 71,670 \$ 89,82
Rosie Dreher Acct. Auditor \$ 46,324 \$ 926 \$ 47,251		\$ 9,661	\$ 3,615	\$ 8,873	\$ 3,704	\$ 73,104 \$ 40,61
Rosie Dreher Acct. Auditor \$ 47,251 \$ 945 \$ 48,196		\$ 9,855	\$ 3,687	\$ 9,050	\$ 3,779	\$ 74,566 \$ 41,49

SERVICES PROVIDED:

- 6.5 Pull and copy timesheets for 2 employees every pay period (26 pp @ .25 hr)
- 6.5 Code and input timesheets into Acom every pay period
- 4.0 Verify time worked, copy logs, tally log times
- 3.0 Create bill and mail quarterly (4 @ .75 hr.)
- 1.0 Receive and deposit payment quarterly (4 @ .25 hr.)
- 1.0 Annual setup of contract: project coding, file, etc.
- 22.0 TOTAL HOURS ANNUALLY

EMPLOYEE	HOURS	PHYS. OVERTIME	TOTAL
ROSIE DREHER			
TOTAL			

EXHIBIT A

Agreement No. 03A1211
 Placer County Sheriff's Department
 Attachment B
 Page 4 of 4

PLACER COUNTY SHERIFF'S DEPARTMENT
 JAIL CALTRANS CONTRACT - CORRECTIONAL OFFICERS
 FY 06/07 THRU 08/09

Year	Rate	Base Salary	Step	Step %	Step Amount	Total Salary	Step %	Step Amount	Total Salary
05/07	4.00%	\$ 51,360	\$ 1,027	2.00%	\$ 2,054	\$ 53,414	32.60%	\$ 17,420	\$ 70,834
07/08	4.00%	\$ 52,387	\$ 1,048	2.00%	\$ 2,096	\$ 54,483	32.60%	\$ 17,812	\$ 72,295
08/09	4.00%	\$ 53,435	\$ 1,069	2.00%	\$ 2,138	\$ 55,573	32.60%	\$ 18,216	\$ 73,789

OUTFITTING EQUIPMENT: 3 YEAR LIFE

BATON, FLASHLIGHT, NYLON GEAR, \$ 238
 CELLULAR PHONE, OC SPRAY \$ 328
OUTFITTING EQUIPMENT: 5 YEAR LIFE
 MOBILE RADIO, PORTABLE RADIO;

OPERATIONAL COSTS:

CELLULAR PHONE SERVICE \$ 780
 TOTAL: \$ 1,108 PER EMPLOYEE PER YEAR 03/04
 \$ 1,164 PER EMPLOYEE PER YEAR 04/05
 \$ 1,222 PER EMPLOYEE PER YEAR 05/06

ACCOUNTING & AUDIT GUIDELINES FOR CONTRACTS WITH CALTRANS

INTRODUCTION

The purpose of this brochure is to outline for you, a potential contractor with the California State Department of Transportation (Caltrans), the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system which will assure compliance with the terms of the agreement. A preaward audit will be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

Caltrans reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

ACCOUNTING SYSTEM

Contractors (whether a prime or subcontractor) planning to contract with Caltrans must have an accounting system which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping to ensure that costs billed to Caltrans are:
 - a. Supported by adequate documentation.
 - b. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
 - a. A General Ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals
 - f. Chart of accounts

- g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
 - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).
 - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a timesheet and in the accounting records to a direct project cost account/code.
 - d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.
 - e. Ability to trace from invoices submitted to Caltrans to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
 - f. Ability to reconcile job cost records to the accounting records.
 - Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.
 - Procedures to monitor and adjust projected overhead rates to actual rates.
 - Controls to ensure that written approval is obtained prior to any changes to the contract.
 - Procedures to retain accounting records and source documentation as required by the terms of the contract.
 - A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.

- b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.
- c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
- d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
 - Timesheets be prepared, signed, and dated by all employees.
 - Timesheets be completed in non-erasable ink.
 - Timesheet corrections be crossed-out and initialed by the employee.
 - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
- e. Personnel with skills and training commensurate with their responsibilities.
- f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

AUDITS

Contractors, whether a prime or subcontractor, performing under a negotiated contract with Caltrans are subject to the following audits:

PREAWARD AUDITS

Prior to the award of a contract, the Caltrans Audits Office will conduct a preaward evaluation to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. It alerts both the contractor and Caltrans management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the preaward audit with short notice will expedite the execution of your contract.

INTERIM AUDITS

Interim audits are performed on an as needed basis. During the preaward audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the

contract administrator or by Caltrans management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

POST AUDITS

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's system of internal controls. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be made. Applications of all audit procedures would also be governed by the individual contract under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to Caltrans.

AUDIT CRITERIA

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31
This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents
Government Printing Office
Washington, DC 20402

(202) 783-3238

California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information. Contact:

Documents and Publications
Office of Procurement
Department of General Services
P.O. Box 1015
North Highlands, CA 95660

(916) 973-3700

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building
914 Capitol Mall
P. O. Box 942837
Sacramento, CA 94237-0001
Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

Caltrans is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation,

age or sexual orientation. Contractors that contract with Caltrans are responsible for taking necessary and reasonable steps to achieve these same goals.

ATTACHMENT D

Agreement No. 03A1211
Placer County Sheriffs Department
Attachment D
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COUNTY OF PLACER
COUNTY EXECUTIVE OFFICER, THOMAS M. MILLER

**OFFICE OF COUNTY EXECUTIVE
RISK MANAGEMENT DIVISION**
Maryellen Peters, Director
145 FULWELLER AVENUE, SUITE 100
AUBURN, CA 95603
TELEPHONE (530) 886-2600 • FAX (530) 886-2609

May 10, 2006

State of California
Department of Transportation
Office of Procurement of Contracts MS-67
1727 30th Street
Sacramento, CA 95816-7006

GENERAL LIABILITY INSURANCE FOR PLACER COUNTY

Please be advised that the County of Placer is exempt from insurance requirements of the State of California and is therefore legally uninsured. However, the County does maintain a self-insurance fund for Workers' Compensation coverage up to three hundred thousand dollars (\$300,000.00) -Self Insured Certificate No. 7034 - and carries Excess Workers' Compensation coverage above \$300,000.00 to \$5,000,000.00 through the California State Association of Counties, Excess Insurance Authority, 3017 Gold Canal Drive, Suite 300, Rancho Cordova, CA, 95670, phone (916) 631-7363.

If you should have any questions regarding the County's insurance coverage, please feel free to contact the Risk Management Division of the County Executive Office at (530) 886-2600.

A handwritten signature in cursive script that reads "Maryellen Peters".

Maryellen Peters
Director, Risk Management

Claims/Litigation 886-2600 Workers' Compensation/Safety 886-2600/2617
 Investigations 886-2616 Safety Line 886-2610

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