



PLACER COUNTY  
**SHERIFF**  
CORONER-MARSHAL



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2329 RICHARDSON DR.  
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TAHOE SUBSTATION  
DRAWER 1710  
TAHOE CITY, CA 96146  
PH: (530) 881-6300 FAX: (530) 881-5377

EDWARD N. BONNER  
SHERIFF-CORONER-MARSHAL

DEVON BELL  
UNDERSHERIFF

**To:** The Honorable Board of Supervisors  
**From:** Edward N. Bonner, Sheriff-Coroner-Marshal  
**Date:** July 7, 2009  
**Subject:** Public Hearing to review and approve an Ordinance Amendment for Booking, Jail Access and Incarceration Fees

**Action Requested**

It is requested that your Board conduct a public hearing to review and approve an ordinance amendment for Placer County Code 2.116.080 and 2.124.050 modifying booking fees to \$129 and incarceration fees for the main jail and minimum security in the amounts of \$167 and \$66, respectively and the addition of 2.116.085 for Jail Access Fees in the amount of \$393 per the attached ordinance.

**Background**

Authorization to charge for incarceration fees is provided by Penal Code Section 1203.1c and for booking fees and jail access fees under Government Code Section 29550 to 29552. Annually, the Sheriff's Department contracts with Maximus to conduct a study of incarceration and booking fees based on actual costs for the previous year. Based on the findings of this report, the Sheriff's Department recommends, for your Board's approval, an amendment to the existing ordinance that adjusts the fees charged to cities and individuals for these services.

In the case of booking fees, the Sheriff's Department legislation was amended pursuant to AB 1805. To implement this legislation the State appropriated \$35 million to backfill counties for the bookings that would otherwise be billed to cities. To mitigate the concerns for "sweeps" that would inundate our jail system, the legislation also allows for a jail access fee to be charged to entities that is equal to 100% of the cost to book inmates for misdemeanors and municipal code violations (except DUI and domestic violence) that exceed the previous 3 year average for those entities. Additionally, AB 1805 allows should the State not fully fund the backfill to the counties for the cost of booking, the counties can revert to charging cities for the difference at the same booking rate that was in place on June 2006, compounded annually. The updated cost for the booking rate is \$129 based an additional 1% and adjustment of the California Consumer Price Index of -2.5%. The actual rate calculated by Maximus based on the previous year's costs for Jail Access Fees is \$393.

**COOPERATIVE AGREEMENT**

THIS AGREEMENT (Agreement), ENTERED INTO ON July 1, 2009 is between the State of California, acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and Placer County, Sheriff Department, hereinafter referred to as **COUNTY**.

**RECITALS**

1. **CALTRANS** and **COUNTY**, pursuant to Streets and Highways Code section 130, are authorized to enter in this Agreement affecting State highways within the jurisdiction of **COUNTY**.
2. **COUNTY** is authorized to provide Inmate Labor, "Inmates," to perform Roadside work as specified herein.
3. **COUNTY** participants to perform Roadside Work hereinafter the Project, subject to the terms and conditions of this Agreement. The Scope of Work, Rates and Budget are contained in **Attachment 3**.
4. **COUNTY** governing body, under the authority of local ordinances, if applicable, is authorized to provide services or funding as described and specified herein pursuant to the **COUNTY** Resolution attached hereto as **Attachment 2**.
5. **CALTRANS** has requested that **COUNTY** assign Inmates to perform certain described work on **CALTRANS** owned property within **COUNTY** limits. **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 Supervisors subject to the terms and conditions of this Agreement.
6. All services performed by **COUNTY** pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County laws, ordinances, regulations, and **CALTRANS** encroachment permits, published manuals, policies, and procedures.
7. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	District 3	\$593,452.00

8. This Agreement is exempt from legal review and approval by the Department of General Services: PCC 10295.

**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

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## COOPERATIVE AGREEMENT

vegetation, and water basin cleaning and re-establishment. Said work is fully described herein and Scope of Work, Attachment 3 to this Agreement. The Work Crew Supervisor shall assign a minimum of one (1) to a maximum of two (2) Work 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 Work Crew, shall be under the supervision of, and shall be responsible to, the Department of Sheriff Coroner-Marshal 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 Work Crew Supervisor shall supervise and control the Inmates while performing the work **CALTRANS** has specified. The Work Crew Supervisor shall comply with such direction so long as the instructions do not endanger the Work Crew Supervisor or the inmates, do not prevent the Work Crew Supervisor from adequately supervising the Inmates, and do not violate any law or policy of the Department of Sheriff Coroner-Marshal or the **COUNTY**.
4. The **COUNTY** shall have the Work Crew Supervisor and Inmates 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 inclement 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 the transporting the necessary tools and a portable toilet facility.
  - a. The **COUNTY** Work Crew Supervisor vehicle operator must possess a valid California Drivers 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 **CALTRANS** 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 Crewmember 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.
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 **CALTRANS** van and the portable toilet to **CALTRANS** satisfaction on a weekly schedule.

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### SECTION II

#### **CALTRANS AGREES:**

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 a **CALTRANS** 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, consumables (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 Work Crew Supervisor and by **CALTRANS**.
5. To provide all traffic control that may be necessary in connection with the work being performed, or to be performed by the Inmates.
6. To provide vehicles for transporting Inmates from the **CALTRANS** Yard to and from all **CALTRANS** and **COUNTY** work sites.
7. To provide a portable toilet for Inmates to use each workday. **CALTRANS** will perform all maintenance on the provided transport vehicle/tollet and trailer provided to the **COUNTY**.
8. To remove and properly dispose of trash that has been collected on State right of way.

### SECTION III

#### **IT IS MUTUALLY AGREED:**

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

1. Notification of Parties
  - a. **COUNTY** Contract Manager is Steve Couvrette / Phone: (530) 745-8545.
  - b. **CALTRANS** Contract Manager is Jeff Waters / Phone: (530) 272-9724.
  - c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

Placer County Sheriff  
Attention: Steve Couvrette, Contract Manager  
PO Box 6990  
Auburn, CA 95604

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California Department of Transportation  
D3/Maintenance  
Attention: Jeff Waters, Contract Manager  
355 Crown Point Circle, Suite C1  
Grass Valley, CA 95945

### 2. Period of Performance

Work under this Agreement shall begin on **July 1, 2009** contingent upon approval of this Agreement by **CALTRANS**, and will terminate on **June 30, 2012** unless extended by amendment.

### 3. Changes in Terms/Amendment

- a. This Agreement may only be amended or modified by mutual written agreement of the parties.
- b. Requests for renewals or extensions of the current Agreement must be submitted in writing to the Caltrans Contract Manager 60 days prior to the expiration date of this Agreement. A new Agreement or Amendment must be signed and approved prior to any work occurring after the expiration date.

### 4. Termination

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

### 5. Cost Limitation

- a. The total amount payable to **COUNTY** pursuant to this Agreement by **CALTRANS** shall not exceed **\$593,452.00**.
- b. It is agreed and understood that this Agreement fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered as authorized by the Contract Manager at or below that fund limitation established hereinabove.
- c. This is a multi-year funded agreement. **COUNTY** shall 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>
2009/2010	\$ 192,000.00
2010/2011	\$ 197,760.00
2011/2012	\$ 203,692.00
Total	\$ 593,452.00

Fiscal Year begins July 1 and ends on June 30.

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### 6. Rates and Payments

For Rate and Budget Details, see Attachment 3.

### 7. Work Stipulation

Work will take place a minimum of four days a week, Monday through Thursday, 7 AM to 5:00 PM. Work will be a minimum of three (3) days per week on CALTRANS right of way and a maximum of one day per week on COUNTY property, funding for the COUNTY work projects will be funded by the COUNTY and not billed to CALTRANS. Work shall conclude no earlier than 4:00 PM and shall not exceed a 10 hour day.

### 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 governing body approves this Agreement. The final execution of this Agreement will not occur until this information is provided by the COUNTY.
- b. COUNTY shall provide Worker's Compensation pursuant to Penal Code Section 4024.2(b)(1)(B) for all INMATES deemed to be employees of the COUNTY, and for all COUNTY Officers. For the sole purposes of this paragraph and workers' compensation, INMATES are "deemed to be employees of the COUNTY" during transportation to and from the job site by COUNTY Officers and performance of the work under this Agreement.
- c. COUNTY shall notify Contract Manager of any injuries occurring on the worksite 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.
- d. It is understood and agreed that CALTRANS and COUNTY maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, agents and employees. Evidence of Insurance, Certificates of Insurance or other similar documents shall not be required of either party under this Agreement, except as otherwise expressly required herein to be provided by COUNTY regarding Worker's Compensation Insurance.

### 9. Allowable Costs

- a. The method of payment for this Agreement will be based on actual allowable costs. CALTRANS will reimburse COUNTY for expended actual allowable direct and indirect costs, including, but not limited to labor costs and employee benefits (overhead is reimbursable only if the COUNTY has an approved indirect cost allocation plan) costs incurred by COUNTY in performance of the Project work, not to exceed the cost reimbursement limitation set forth in 5a, above. Actual costs shall not exceed the hourly rate labor cost set forth in Rates, Attachment 3 without prior written agreement between CALTRANS and COUNTY.
- b. Reimbursement of COUNTY expenditures will be authorized only for those allowable costs actually incurred by COUNTY in the performance of the Project work. COUNTY must not only have incurred the expenditures on or after the Effective Date of this Agreement and

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before the Termination Date, but must have also paid for those costs to claim any reimbursement.

- c. **CALTRANS** will reimburse **COUNTY** for all allowable Project costs no more frequently than Quarterly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of itemized signed invoices in triplicate. Invoices shall reference this Agreement Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation  
D3/Maintenance Sutter Sierra Region  
Attention: Jeff Waters, Contract Manager  
355 Crown Point Circle, Suite C1  
Grass Valley, CA 95945

- d. Invoices shall include the following information:
1. Agreement Number
  2. Date of Service
  3. Time of Service
  4. Location of Service
  5. Hours of Work
  6. Number of Crew Supervisor(s)
  7. Number of Crews and Inmates

### 10. Cost Principles

- a. **COUNTY** agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. **COUNTY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) 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 and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- c. Any Project costs for which **COUNTY** has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by **COUNTY** to **CALTRANS**. Should **COUNTY** fail to reimburse moneys due **DEPARTMENT** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **COUNTY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

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- d. **COUNTY** agrees to include Project in the schedule of projects to be examined in **COUNTY** annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.
- e. Prior to **COUNTY** seeking reimbursement of indirect costs, **COUNTY** must prepare and submit annually to the **CALTRANS** an indirect cost rate proposal and a central service costs allocation plan (if any) in accordance with Office of Management and Budget Circular A-87 and Local Program Procedures Manual (LLP 04-10).

### 11. Americans with Disabilities Act

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

### 12. Hold Harmless Clause

- a. The **COUNTY** shall defend, indemnify and hold harmless **CALTRANS**, 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. **CALTRANS** 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 **CALTRANS**, 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.

### 13. Non-Discrimination

- a. During the performance of this Agreement, **COUNTY** and all of its subcontractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. **COUNTY** and its subcontractors shall ensure 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 regulations promulgated thereunder (California Code of

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Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. 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.

- b. COUNTY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

### 14. Funding Requirements

- a. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to CALTRANS by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program and Project, this Agreement shall be amended to reflect any reduction in funds.
- d. CALTRANS has the option to void this Agreement under the thirty (30) day termination clause or to amend this Agreement to reflect any reduction of funds. In the event of an unscheduled termination, the CALTRANS Contract Manager may reimburse COUNTY in accordance with the provisions of Article 4 of this Section III.

### 15. Records Retention

- a. COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of COUNTY, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to COUNTY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by COUNTY, its contractors, and its subcontractors upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, CALTRANS will rely to the maximum extent possible on any prior audit of COUNTY pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by COUNTY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

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- b. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance COUNTY's contracts with third parties pursuant to Government Code section 8546.7, COUNTY, COUNTY's contractors and subcontractors and CALTRANS shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of final payment to COUNTY under this Agreement. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.
- c. COUNTY, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this Agreement.

### 16. Disputes

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

### 17. Subcontractors

COUNTY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

### 18. Disabled Veterans Business Enterprise

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

### 19. Drug-Free Workplace Certification

By signing this Agreement, COUNTY hereby certifies under penalty of perjury under the laws of the State of California that 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:

## COOPERATIVE AGREEMENT

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

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

### **20. Relationship of Parties**

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

### **21. 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, COUNTY shall **STOP WORK IMMEDIATELY**. 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 Manager's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.

**COOPERATIVE AGREEMENT**

- 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 and legal liability to the **COUNTY** for all actual damages resulting.

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

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

**ATTACHMENTS:**

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

- I. Accounting & Audit Guidelines
- II. **COUNTY** Resolution
- III. Scope of Work, Rates, and Budget

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**

**PLACER COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Contract Officer

Title: Chairman, Board of Supervisors

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

## **ATTACHMENT 1 ACCOUNTING & AUDIT GUIDELINES FOR AGREEMENTS WITH DEPARTMENT**

### **INTRODUCTION**

The purpose of this information is to outline for you, a potential contractor with the California State Department of Transportation (DEPARTMENT), and 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.

DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT are subject to the following audits:

#### **PREAWARD AUDITS**

Prior to the award of a contract, the DEPARTMENT Audits and Investigations will conduct a preaward audit 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. The audit alerts both the contractor and DEPARTMENT 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 DEPARTMENT 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 internal controls systems. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be performed. 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 DEPARTMENT.

To provide contractors with a procedure for obtaining prompt and equitable resolution to a dispute arising from a post-audit of a non-highway construction cost reimbursement contract, DEPARTMENT has established an Audit Review Committee (ARC). Information explaining the ARC should be found in your contract and/or as an attachment to the post-audit report.

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**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

Washington D.C. (202) 783-3238  
San Francisco (415) 512-2770  
Los Angeles (213) 239-9844

**California State Administrative Manual**

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

Office of State Publishing  
Department of General Services  
(916) 445-2295

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.

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DEPARTMENT 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 DEPARTMENT are responsible for taking necessary and reasonable steps to achieve these same goals.

**Attachment 2  
Resolution**

**County Resolution to Be Attached Here**

**Attachment 3  
Statement of Work**

**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 sound walls)  
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 directly 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 seeding 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 fill slopes and any other areas subject to erosion.
11. Slope restoration and reseeded (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 fence 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 building 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 3  
Rates**

1. CALTRANS shall pay COUNTY an hourly rate for each COUNTY Correctional Officer acting as Work Crew Supervisor:

<u>Fiscal Year</u>	<u>Hourly Rate</u>
2009/2010	\$69.42
2010/2011	\$70.85
2011/2012	\$72.32

Fiscal Year begins July 1 and ends on June 30.

2. The Hourly Rate may be adjusted at the commencement of the next Fiscal Year upon submittal to the CALTRANS Contract Officer a copy of the County Resolution or equivalent COUNTY fiscal document, authorizing the increase. The Resolution or Document shall be presented within 30 days of the increase taking effect.

**Attachment 3  
Budget**

				25%	75%	
<u>YEAR ONE:</u>	<u>JULY 1, 2009 - JUNE 30, 2010</u>			<u>COUNTY</u>	<u>CALTRANS</u>	<u>HRLY RATE</u>
TWO	CORRECTIONAL OFFICERS	\$288,794	(SEE EXHIBIT A)	\$72,198.49	\$216,595.47	\$69.42
ONE	ACCOUNTING TECHNICIAN	\$1,421	(SEE EXHIBIT B)	\$355.25	\$1,065.76	
	EQUIPMENT/ OPER. COSTS	\$2,216	(SEE EXHIBIT A)	\$554.06	\$1,662.19	
	<b>TOTAL - YEAR ONE</b>	<b>\$292,431</b>		<b>\$73,107.81</b>	<b>\$219,323.42</b>	
<u>YEAR TWO:</u>		<u>JULY 1, 2010 - JUNE 30, 2011</u>				
TWO	CORRECTIONAL OFFICERS	\$294,744	(SEE EXHIBIT A)	\$73,685.95	\$221,057.85	\$70.85
ONE	ACCOUNTING TECHNICIAN	\$1,451	(SEE EXHIBIT B)	\$362.83	\$1,088.50	
	EQUIPMENT/ OPER. COSTS	\$2,327	(SEE EXHIBIT A)	\$581.77	\$1,745.30	
	<b>TOTAL - YEAR TWO</b>	<b>\$298,522</b>		<b>\$74,630.55</b>	<b>\$223,891.65</b>	
<u>YEAR THREE</u>		<u>JULY 1, 2011 - JUNE 30, 2012</u>				
TWO	CORRECTIONAL OFFICERS	\$300,855	(SEE EXHIBIT A)	\$75,213.82	\$225,641.46	\$72.32
ONE	ACCOUNTING TECHNICIAN	\$1,490	(SEE EXHIBIT B)	\$372.57	\$1,117.70	
	EQUIPMENT/ OPER. COSTS	\$2,450	(SEE EXHIBIT A)	\$612.60	\$1,837.81	
	<b>TOTAL - YEAR THREE</b>	<b>\$304,796</b>		<b>\$76,198.99</b>	<b>\$228,596.97</b>	

**GRAND TOTALS - THREE YEARS**

a. Budget is a cost projection based on a Full-Time 52 week Fiscal Year.



## Budget

### PLACER COUNTY SHERIFF'S DEPARTMENT JAIL CALTRANS CONTRACT - ADMINISTRATION/SUPPORT

			4.00%			21.37%	7.65%		9.60%	7.84%	
Rosie Dreher	Acct. Auditor	\$ 62,056	\$ 1,241	\$ 63,297	\$ 13,526	\$ 4,842	\$ 13,371	\$ 5,697	\$ 4,962	\$ 105,696	\$ 58.72
			4.00%			21.37%	7.65%		9.00%	7.84%	
Rosie Dreher	Acct. Auditor	\$ 63,297	\$ 1,266	\$ 64,563	\$ 13,797	\$ 4,939	\$ 13,705	\$ 5,811	\$ 5,062	\$ 107,876	\$ 59.93
			4.00%			21.37%	7.65%		9.00%	7.84%	
Rosie Dreher	Acct. Auditor	\$ 64,563	\$ 1,291	\$ 65,854	\$ 14,073	\$ 5,038	\$ 14,048	\$ 5,927	\$ 5,163	\$ 110,102	\$ 61.17

**SERVICES PROVIDED:**

- 0.5 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**



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