



STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
AGENDA
REGULAR MEETING

Lee Adams, Vice-Chair, District 1

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov

Peter W. Huebner, District 2

P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov

Paul Roen, District 3

P.O. Box 43 - Calpine, CA 96124 - 530-565-6048 - supervisor3@sierracounty.ca.gov

Jim Beard, Chair, District 4

P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 - jbeard@sierracounty.ca.gov

Sharon Dryden, District 5

P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on February 18, 2020 at the Loyalton Social Hall, Loyalton City Park, Loyalton, CA. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 48 hours prior to the meeting. The Clerk of the Board may be reached at 530-289-3295 or at the following addresses:

Heather Foster
Clerk of the Board of Supervisors
County of Sierra
100 Courthouse Square, Room 11
P.O. Drawer D
Downieville, CA 95936
clerk-recorder@sierracounty.ca.gov

All items posted on the agenda, including under correspondence, may be acted upon by the Board of Supervisors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or Staff but no action or discussion shall be undertaken on any item not appearing on the posted agenda. (GC 54954.2)

The Board of Supervisors may hold a Closed Session as the agenda schedule permits.

REGULAR AGENDA

1. 9:00 A.M. **STANDING ORDERS**

- Call to Order
- Pledge of Allegiance
- Roll Call
- Approval of Consent Agenda, Regular Agenda and Correspondence to be addressed by the Board

2. **PUBLIC COMMENT OPPORTUNITY**

Matters under the jurisdiction of the Board not on this posted agenda may be addressed by the general public during the Public Comment Opportunity time. No action may be taken or substantive discussion pursued on matters not on the posted agenda. Public comment is regulated by the Sierra County Board of Supervisors' Rules and Procedures. You may obtain a copy of the Public Comment rules from the Clerk. The Board limits public comment to three minutes per person and not more than three individuals addressing the same subject.

3. **COMMITTEE REPORTS & ANNOUNCEMENTS**

Board members will report on committee meetings and/or activities. Board members or members of the public may ask questions for clarification but no action will be taken.

4. **DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS**

Department Managers may provide brief reports on activities within their departments. Board members or members of the public may ask questions for clarification but no action will be taken.

5. **FOREST SERVICE UPDATE**

Update by District Ranger on items that may affect the County of Sierra.

6. **PERSONNEL DIRECTOR - MARGARET LONG**

- 6.A. Approval of job description for the position of Chief Probation Officer.

Documents:

[CPO Job Description.pdf](#)

7. **PUBLIC WORKS/TRANSPORTATION - TIM BEALS**

- 7.A. Professional Services Agreement with Flaherty Engineering Inc. for construction management services related to the storm damage repair projects on Mountain House Road and Ridge Road.

Documents:

[Construction Management.Item.pdf](#)

- 7.B. Discussion and direction to staff regarding the issue of seasonal road closures for certain county highways due to rescue calls and also significant road damage that occurs because of the increasing volume of traffic.

Documents:

[Seasonal Road Issues.pdf](#)

- 7.C. Resolution of Appreciation honoring Mr. Dennis Marsh, County Road Superintendent, and recognizing his retirement from County Service effective December 5, 2019.

Documents:

[Appreciation.Item.pdf](#)

8. PLANNING / BUILDING - TIM BEALS

- 8.A. Agreement for Professional Services between DUDEK and the County of Sierra for additional Environmental Consulting Services for the Sierra Hot Springs Masterplan Project.

Documents:

[Dudek.SHS.EIR.Item.pdf](#)

9. OFFICE OF EMERGENCY SERVICES (OES) -TIM BEALS

- 9.A. Authorize issuance of Notice of Termination of the existing "Code Red" services agreement 2011-011 for emergency notifications as part of the transfer of the E-9-1-1 software upgrade to Everbridge.

Documents:

[Reverse 911.Item.pdf](#)

10. BOARD OF SUPERVISORS

- 10.A. Discussion/approval of letter in response to Congressman Doug LaMalfa's request for input on possible legislation that would help improve availability of allotments to the livestock industry. (SUPERVISOR ROEN)

Documents:

[Grazing Legislation.pdf](#)

- 10.B. Discussion/direction regarding letter from CAL FIRE Unit Chief Brian Estes, Nevada-Yuba-Placer Unit, in response to Sierra County's concerns regarding the analysis of State and Local Responsibility Areas (SRA/LRA) within the Sierra Valley. (SUPERVISOR ROEN)

Documents:

[CAL FIRE SRA Letter.pdf](#)

- 10.C. Discussion/direction regarding the Tree Removal Information State Regulations provided by CAL FIRE, Nevada-Yuba-Placer Unit. (SUPERVISOR ROEN)

Documents:

[CAL FIRE Tree Removal Regulations.pdf](#)

- 10.D. Discussion/direction regarding the proposed contract with Plumas County for Library Services. (SUPERVISOR HUEBNER)

Documents:

[Library Services.pdf](#)

11. TIMED ITEMS

- 11.A. 10:00 AM SIERRA COUNTY SCHOOLS FOR ADULTS

Presentation by Wendy Jackson, Sierra County Schools for Adults on starting a Fire Basics Academy in Sierra County.

Documents:

[SC Adult Ed.pdf](#)

- 11.B. 10:30 AM ALLIANCE FOR WORKFORCE DEVELOPMENT

Mid-year update by the Alliance for Workforce Development, Inc. on business and job seeker services in Sierra County for program year 2019/2020.

Documents:

[AFWD Update.pdf](#)

12. CONSENT AGENDA

Items placed on the Consent Agenda are of a routine and non-controversial nature and are approved by a blanket roll call vote. At the time the Consent Agenda is considered, items may be deleted from the Consent Agenda by any Board member or Department Manager and added to the Regular Agenda directed by the Chairman.

- 12.A. Resolution rescinding Resolution 2019-048 and authorizing amended expenditures under the Fiscal Year 2017 State Homeland Security Grant Program. (OES)

Documents:

[Homeland Security FY 2017.pdf](#)

- 12.B. Resolution rescinding Resolution 2019-046 and authorizing amended expenditures under the Fiscal Year 2018 State Homeland Security Grant Program. (OES)

Documents:

[Homeland Security FY 2018.pdf](#)

- 12.C. Resolution authorizing expenditures under the Fiscal Year 2019 State Homeland Security Grant Program. (OES)

Documents:

[Homeland Security.Item.pdf](#)

- 12.D. Advance approval of expenditure in the amount of \$8,600.00 to Light Foot Truck Repair, Inc. for clutch and transmission replacement, and related parts and labor for Road Department vehicle #282, a Peterbilt water truck. (PUBLIC WORKS)

Documents:

[Water Truck Repair.Item.pdf](#)

- 12.E. Resolution approving plans, specifications and bidding documents and authorizing solicitations of bids for the construction of the foundation for the Sierra County Wellness Center. (PUBLIC WORKS)

Documents:

[Foundation.Item.pdf](#)

- 12.F. Annual renewal of probation's pretrial electronic monitoring per 1203.018 PC and post sentence electronic monitoring program per 1203.016 PC. (PROBATION)

Documents:

[Annual EM Renewal-Board Packet.pdf](#)

- 12.G. Minutes from the regular meeting held on December 17, 2019. (CLERK-RECORDER)

Documents:

[12172019 minutes.pdf](#)

- 12.H. Minutes from the regular meeting held on January 21, 2020. (CLERK-RECORDER)

Documents:

[01212020 minutes.pdf](#)

ADJOURN

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Personnel APPROVING PARTY: Margaret Long, Director PHONE NUMBER: 530-289-2879
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AGENDA ITEM: Approval of job description for the position of Chief Probation Officer.	
SUPPORTIVE DOCUMENTS ATTACHED: <input type="checkbox"/> Memo <input type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input checked="" type="checkbox"/> Other Job description	
BACKGROUND INFORMATION: On February 2, 2020 the Board of Supervisors directed Personnel to draft and present a job description for the position of Chief Probation Officer.	
FUNDING SOURCE: GENERAL FUND IMPACT: No General Fund Impact OTHER FUND: AMOUNT: \$ N/A	
ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
COMMENTS: _____ _____ _____ _____		
CLERK TO THE BOARD _____	DATE _____	

CHIEF PROBATION OFFICER

DEFINITION

Under administrative direction of the Superior Court Presiding Judge, plans, organizes and directs the activities of the County Probation Department; provides expert professional assistance to the Superior Court, the Board of Supervisors and County management staff regarding adult and juvenile probation matters; performs advanced adult and juvenile probation procedures; conducts the most complex investigations in Adult Criminal Court and Juvenile Justice Court; structures and administers the Probation budget and grants; works collaboratively with other county departments; serves on various County commissions and/or task forces; provides information and assistance to the public, and does other appropriate work as required.

DISTINGUISHING CHARACTERISTICS

This is a department head position, with overall responsibility for the activities of the Probation Department. The Chief Probation Officer is appointed pursuant to Section 270 of the Welfare and Institutions Code and serves at the pleasure of the Sierra County Superior Court Presiding Judge. The Chief Probation Officer is accountable for accomplishing all departmental goals and for furthering County goals and objectives within general policy guidelines.

EXAMPLES OF ESSENTIAL DUTIES (Illustrative Only)

- Plans, organizes, assigns, directs, reviews, and evaluates the activities of the Probation Department including field operation and the County's use of an outside county juvenile detention facility.
- Participates in the development and implementation of departmental goals, objectives, policies, procedures, and work standards in alignment with operations of the Courts and mission and vision of the County; provides leadership, direction and mentoring to staff and effectively promotes the County's values and goals.
- Prepares, administers and advocates for the probation department's budget; directs the forecast of funds needed for staffing, equipment and supplies; directs the monitoring of and approval of expenditures; ensures fiscal accountability; directs and implements budgetary adjustments.
- Selects, trains, motivates, directs and disciplines assigned personnel; evaluates and reviews work for acceptability and conformance with department standards including program and project priorities and performance evaluations; works with employees to correct deficiencies and responds to staff questions and concerns.
- Contributes to the overall quality of the department's service by participating in the development, review, and implementation of policies and procedures to meet legal and regulatory requirements and County needs; continuously monitors the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement, recommends and implements changes as appropriate and pursuant to approval of the Court and/or County as applicable.
- Monitors legal, regulatory, technological, and societal changes and court decisions that may affect the work of the department; determines equipment acquisition, training programs, and procedural changes needed to comply with changing mandates.

- Develops cooperative working relationships with partnering County departments, schools, treatment providers, community agencies, law enforcement, and other agencies.
- Represents the Probation Department on various criminal justice interagency committees, specialized task forces and specialized Courts.
- Develops, prepares and/or reviews formal presentence, pre-plea, bail, sentencing and Drug Court reports and proposed orders including findings, alternatives, and recommendations as directed by the Court.
- Prepares a variety of correspondence and reports on probation related matters for the Courts, Board of Supervisors, and state and federal agencies.
- Attends and makes presentations at board, interagency, committee, and other meetings and conferences.
- Seeks and obtains augmenting and alternative funding sources and ensures all contract obligations are met.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of adult and juvenile probation.
- Directs the establishment and maintenance of working and official departmental files.
- Responds to public inquiries and complaints and assists with resolutions and alternative recommendations; negotiates and resolves significant and controversial issues.
- Performs other duties as assigned.

THE IDEAL CANDIDATE

The ideal candidate is a strongly committed individual who has an outstanding record of achieving goals and maintaining positive collaborative working relationships within an organization. This individual will also be open to and solicit good ideas from all levels of the organization and will have the ability to earn others' respect and to foster innovative solutions to County problems with sound administrative practices and strategic planning skills.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program and budget development and implementation; personnel management, supervision.
- Court processes related to the operation of a probation department and its interaction with the court and its judges.
- Authorities vested within the Probation Department.
- Functions, policies and procedures of the Probation Department and social service, legal and law enforcement departments.
- Principles and practices of leadership.
- Principles and practices of the Public Safety Officer Procedure Bill of Rights.
- Practices of researching probation services issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective reports.

- Principles and practices of adult and juvenile probation work including casework objectives and methods.
- Private and public services and funds available for probation programs.
- Federal, State and local laws and regulations affecting adult and juvenile probation activities.
- Contemporary trends and practices of Probation Department operations.
- Principles and practices of case planning and management including intervention and diversion programs and therapies.
- Methods and techniques of observing physical manifestation of chemical dependency.
- Court procedures and operations including rules of evidence.
- Safety practices and equipment related to the work.
- Arrest search and seizure procedures.
- Methods and techniques of preserving evidence.
- Principles and techniques of interviewing and investigation.
- Principles and theories of applied psychology and/or sociology.
- General community resources necessary to assist in crime and delinquency control.
- Modern office practices, methods, and computer equipment and applications related to the work.
- Modern equipment and technology used in monitoring persons placed under the supervision of the probation department.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Skill In:

- Planning, organizing, assigning, directing, reviewing and evaluating the activities of the Probation Department.
- Selecting, training, motivating and evaluation of staff.
- Developing, implementing, and interpreting goals, objectives, policies, procedures, and work standards; delegating authority and responsibility.
- Analyzing complex problems, evaluating alternatives, and making sound recommendations or adopting effective and reasonable actions.
- Preparing, administering and advocating a departmental budget.
- Preparing and administration of a department budget; allocation of limited resources in a cost effective manner.
- Selecting, training, motivating and evaluating the work of staff, as well as the training of staff in work procedures.
- Evaluating and developing improvements in probation operations, procedures, policies, or methods.
- Researching, analyzing, and evaluating new service delivery methods, procedures, and techniques.
- Preparing clear and concise reports, correspondence, policies, procedures, and other written materials.
- Interpreting, applying, explaining, and ensuring compliance with federal, state, and local policies, procedures, laws, and regulations.
- Conducting complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Establishing and maintaining effective working relationships with other agencies.
- Using modern computer technology and applications in the performance of daily activities.
- Development and implementation of effective case management strategies as well as document storage and retrieval.
- Effectively interacting with individuals from various socio-economic, cultural, behavioral and environmental settings.
- Presenting and supporting the Probation Department's perspective orally in authoritative proceedings such as in court including providing court testimony if called upon to do so.

EXPERIENCE AND EDUCATION

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Equivalent to graduation from a four (4)-year college or university with major coursework in psychology, sociology, criminal justice, or related field AND five (5) years of increasingly responsible probation program experience, including at least two (2) years of significant managerial experience.

Licenses and Certifications:

- Possession of a valid California Driver's License and a satisfactory driving record.
- Possession of a valid PC 832 certificate.
- Possession of, or ability to obtain within one (1) year of date of appointment, an Advanced Managerial Core Certificate from the Board of Corrections.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle to visit various County and meeting sites; maintain California Board of Corrections physical standards, including mobility, physical strength, and stamina to respond to emergency situations and to perform assigned duties including conducting searches of residences, commercial establishments, vehicles, personal property and persons; communicate verbally, including projecting a voice that can be heard in a noisy environment; hear and distinguish oral communications and non-speech sounds such as approaching footsteps in both quiet and noisy environments; vision to read printed materials and a computer screen and to distinguish colors such as traffic signals; finger and hand dexterity to handcuff suspects and load firearms and to perceive objects and their qualities through touch such as when performing pat down searches; hearing and speech to communicate in person, before groups, and over the telephone or radio. The job involves fieldwork requiring frequent walking and standing. Hand and finger dexterity is also needed to access, enter, and retrieve data using a computer keyboard or calculator. Positions in this classification frequently bend, stoop, kneel, crawl, balance and reach to perform work. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 40 pounds as necessary to perform job functions.

TYPICAL WORKING CONDITIONS

Employees work indoors and outdoors, and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, and hazardous physical substances. Employees may interact with upset staff and/or public or private representatives in interpreting and enforcing departmental policies and procedures. The duties of this class are performed in an environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases. This position may involve frequent driving on rural mountain roads in inclement weather in relation to travel to various offices, meeting places and the school, home or employment of supervised individuals.

Must be willing to work emergencies and on evenings, weekends, and holidays. Must meet physical standards established by the California Board of Corrections and any other pre-employment as well as ongoing peace officer requirements.

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
DEPARTMENT: Public Works and Transportation APPROVING PARTY: Tim H. Beals, Director PHONE NUMBER: 530-289-3201	

AGENDA ITEM: Professional Services Agreement with Flaherty Engineering Inc. for construction management services related to the storm damage repair projects on Mountain House Road and Ridge Road.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Proposal for Construction Management Services

BACKGROUND INFORMATION: The Board of Supervisors authorized issuance of a Request for Proposals for the referenced construction management/materials testing work for the multiple storm damage sites. Proposals were due on January 9, 2020 and no proposals were received. The RFP was re-issued and one proposal was received. The required evaluation process was conducted, and it was determined to enter into negotiations with Flaherty Engineering, Inc. for the construction management, inspection and materials testing for the referenced storm damage projects. The selection process has been conducted in accordance with the consultant selection processes required by the Federal Highway Administration. As of the agenda submittal date a contract price has not been finalized, therefore, the agreement provided with the board agenda submittal is not yet complete. A completed version with the compensation included will be provided before or at the Board Meeting of February 18, 2020.

FUNDING SOURCE: FHWA ER Funds/Local Match
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$275,000 is the estimate for CM/ agreement amount is yet to be determined N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

**AGREEMENT FOR
PROFESSIONAL
SERVICES –
CONSTRUCTION MANAGEMENT SERVICES
FHWA STORM PROJECTS – MOUNTAIN HOUSE & RIDGE ROAD**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

Flaherty Engineering, Inc.
"CONTRACTOR"

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: February 18, 2020

Termination Date: December 31, 2020

The CONTRACTOR is advised that any recommendation for contract award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Tim H. Beals is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Keith Flaherty is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Nonlobbying Certification For Federal-Aid Contracts
- Attachment F - Debarment and Suspension Certification
- Attachment G - Non Discrimination Clause
- Attachment H -Contractor’s Proposal
- Attachment I -Contractors Cost Proposal

9. AGREEMENT DATE. The effective date of this Agreement is February 18, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By _____
JAMES BEARD
Chairman, Board of Supervisors

KEITH FLAHERTY

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID A. PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

- A. CONTRACTOR shall provide all goods and services described in CONTRACTOR'S proposal, attached hereto as Attachment H. CONTRACTOR represents that it has reviewed COUNTY'S request for proposals and that the goods and services in CONTRACTOR'S proposal are appropriate for COUNTY'S intended purpose. All prior promises, warranties or representations by CONTRACTOR are hereby incorporated into this agreement.
- B. CONTRACTOR'S Cost Proposal is hereby attached and incorporated at Attachment I. Contractor agrees to provide all goods or services described in the Cost Proposal. In the event of any conflict between the terms of the Cost Proposal and the remainder of this Agreement, including but not limited to Paragraph B.1, the term of this Agreement conflicting with the Cost Proposal shall prevail.

A.2. TIME SERVICES RENDERED.

February 18, 2020 through December 31, 2020

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

NONE

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR on a time and materials basis a contract fee not to exceed two hundred one thousand five hundred forty-four and 13/100 (\$201,544.13) in accordance with proposal attached as Attachment I. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice. Payment shall be made within thirty (30) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$201,544.13 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. Included. Notwithstanding anything to the contrary in this agreement mileage for vehicle use shall be paid only at the IRS approved rate.

B.3 TRAVEL COSTS. Included

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of \$_____ with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	<u>\$201,544.13</u>
B.2	Mileage	\$_____ <u>Included</u>
B.3	Travel Costs	\$_____ <u>Included</u>
B.4	Authorization Required	\$0
B.5	Special Circumstances	\$0
	MAXIMUM CONTRACT AMOUNT	<u>\$201,544.13</u>

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 COST PRINCIPLES

- A. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONTRACTOR 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 CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

C.2 RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code 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 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the 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. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested
- B. Subcontracts in excess of \$25,000 shall contain this provision.

C.3 SUBCONTRACTING

- A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY'S Designated Representative, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.
- C. Any substitution of subconsultants must be approved in writing by the COUNTY's Designated Representative.

C.4 EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the COUNTY's Designated Representative shall be required, before the CONTRACTOR enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in the CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY's Designated Representative; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this agreement is subject to the following: "The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement, or if the agreement is terminated, the CONTRACTOR may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

C.5 CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONTRACTOR in order to carry out this agreement, shall be protected by the CONTRACTOR from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the agreement, shall not authorize the CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. The CONTRACTOR shall not comment publicly to the press or any other media regarding the agreement or the COUNTY's actions on the same, except to the COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this agreement, at public hearings or in response to questions from a Legislative committee.
- D. The CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this agreement without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.
- E. Any subcontract entered into as a result of this agreement shall contain all of the provisions of this Article.

C6 PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The CONTRACTOR certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of the CONTRACTOR to any person for influencing or attempting to influence an

officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

C.7 GENERAL COMPLIANCE WITH LAW AND WAGE RATES

- A. The CONTRACTOR shall be required to comply with all federal, state and local laws and ordinances applicable to the work. This includes compliance with California prevailing wage rates, certified payrolls, and payment in accordance with California Labor Code, Section 1775.

C.8 DISADVANTAGED BUSINESS ENTERPRISE CONSIDERATIONS

- A. CONTRACTOR must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." This agreement has a DBE goal, the CONTRACTOR must meet the DBE goal by using DBEs as subcontractor or document a good faith effort to have met the goal. If a DBE subcontractor is unable to perform, the CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met. LAPM Exhibits 10-I, 10-J, 10-O1, 10-O2, 15-H and 17-F are included with the Request For Proposal and may be required to conform with this provision.

C.9 OTHER REQUIRED CERTIFICATIONS

- A. CONTRACTOR shall complete and present to COUNTY a Nonlobbying Certification, attached hereto as Attachment E, a Debarment and Suspension Certification, attached hereto as Attachment F, and a Non-Discrimination Clause, attached hereto as Attachment G, immediately upon execution of this agreement. All covenants, conditions, warranties, representations and agreements of CONTRACTOR contained in those forms shall be deemed to be a part of this Agreement, in addition to any other legal effect they may have.
- B. CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has

all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Three Million Dollars (\$3,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars (\$1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable

value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither

party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.1.5 DISCLOSURE CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project, regardless of whether such relationship must otherwise be disclosed pursuant to D.34.2.. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The

applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":
Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, CA 95936

With a copy to:
County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "CONTRACTOR":
Keith Flaherty P.E., President
Flaherty Engineering Inc.
2761 Greenbrook Drive
Camino, CA 95709

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The CONTRACTOR, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NON-DISCRIMINATION CLAUSE

NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its 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, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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 reference and made a part hereof as if set forth in full. Contractor 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.

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

Contractor's Proposal



Sierra County
Storm Damage Repair Project
Mountain House Road
Ridge Road

Proposal for Construction Management Services
Flaherty Engineering Inc.





2761 Greenbrook Drive
Camino, California 95709

January 31, 2020

Tim Beals, Director
Sierra County Department of Transportation
101 Courthouse Square
Downieville, CA 95936

Subject: Proposal to Provide Construction Management, Inspection and Materials Testing for the Ridge Road Repair and Mountain Road Storm Damage Repair project in Sierra County, California

Dear Mr. Beals;

Flaherty Engineering Inc. understands the importance of performing replacing the storm damage repair at the 6 locations listed in this request for Proposal in order to provide continued access to these areas in Sierra County residents. This repair project will require a CM team that is experienced and capable of managing all aspects of the project as it contains technical challenges, time constraints, and challenges due to the remote location which demands staff capable of making sound decisions and clearly communicate with all stakeholders.

Our proposed staff is ready to handle these challenges. We have proposed a team that can provide excellent technical capabilities along with the soft skills to communicate effectively with permitting agencies, residents, the County, and stakeholders such as Caltrans. The Flaherty Engineering Inc. team has the experience and resources to gain the County's confidence and ensure the smooth and timely completion of these important projects. We have extensive construction experience with similar local agency projects throughout Northern California.

Flaherty Engineering Inc. will perform the resident engineering duties and inspection. We have combined forces with **Webster Engineering**, a certified DBE, to provide office engineering services along with additional inspection support for the project. **Blackburn Consulting** will provide all material testing required for the project, and **MGE**, a certified DBE firm, will provide as needed additional inspection. This teaming structure offers Sierra County valuable and unique advantages, including:

- **Unmatched Technical Construction Knowledge and Team Familiarity:** Our Resident Engineer, **Keith Flaherty**, brings 30 years of extensive resident engineer experience to our team serving Caltrans, U.S. Army Corps of Engineers as well as other agencies. Keith also brings experience as a Disputes Review Board (DRB) member. His

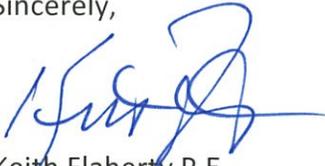
understanding of the claims process and ability to evaluate claims is a valuable addition to our team. Keith will be joined by Lead Inspectors **Tim Hamilton and Ron Rassmussen** to manage all field activities. **Blackburn Consulting** will provide all material testing in accordance with the specification. **Webster Engineering** will provide as needed additional inspection, certified parole review and office engineering for the project. Flaherty Engineering Inc. will manage the project in accordance with the contract documents and work closely with local residents and county staff throughout the project. Our team's unique qualifications, experience, and approach are further expanded upon in our proposal. We have assembled the right team for your project and provide the people, processes and tools to bring this project to a successful conclusion.

- **Familiarity of Team Members:** Our team members have worked together on previous projects, including the Highway 88 and Buena Vista Road Signalization Project (Keith and Tim), as well as the 6th Street Bridge Replacement Project in Biggs (Keith and Tim) and the Sly Park Road at Clear Creek Bridge replacement and realignment (Keith and Katy).
- **Comprehensive Experience with Caltrans Standards and Local Assistance Procedures:** Our team has a comprehensive understanding of the contract documents, the numerous permits tied to the work, and extensive experience in working with the Caltrans references such as the Local Assistance Procedures Manual, Construction Manual, Bridge Construction Manual, and Quality Assurance Program Manual. All members of our CM team are fully familiar with administrative protocols for federally funded projects.
- **Team Availability and Additional Resources:** Flaherty Engineering Inc's proposed CM team is immediately available to begin the project.

I, Keith Flaherty, have reviewed the Sample Professional Services Agreement and, if selected, can enter into it with Sierra County to provide Construction Support Services as outlined in the Request for Proposal. I can and will meet the indemnity and insurance requirements without alteration to the County's standard agreement.

Our proposal is valid for 120 days from the date of submission. Please contact me at the address listed or feel free to call me at 916-826-3943. I can also be reached via email at keith@flahertyeng.com . We look forward to working with Sierra County on this exciting project.

Sincerely,



Keith Flaherty P.E.

President, Flaherty Engineering Inc.



2. Office Locations

When not onsite, our team will perform the work at the following locations;

Flaherty Engineering Inc.
2761 Greenbrook Drive
Camino, California 95709

Blackburn Consulting
11521 Blocker Drive Suite 110
Auburn, California 95603

Webster Engineering
2261 Holland Drive
Placerville, California 95667

MGE Engineering
7415 Greenhaven Drive Suite 100
Sacramento, California 95831





3 Qualifications and Experience

For over 30 year, Keith Flaherty has been involved with heavy Civil Engineering project in both the design and construction phases of projects. His experience as it relates to the proposed projects for Sierra County include storm damage remediation projects for Caltrans and local agencies. Additionally, Mr. Flaherty was involved with similar projects for the U.S. Army Corps of Engineers form Fort Irwin in California to Hill Air Force Base in Utah.

After a career with Caltrans and Vali Cooper and Associates Inc. Keith started Flaherty Engineering Inc. in 2017. Over the last 2 years we have completed several projects with local agencies and Caltrans and have increased our staff and business scope to include:

- On call inspection services for Caltrans District 3
- On call Claims and CPM scheduling for Caltrans District 1 and District 3
- CM services for City of Oroville
- CM services for the Buena Vista tribe of Miwok Indians
- CM services for the City of Williams
- CM services for the City of Biggs
- CM services for the County of El Dorado
- CM services for Placer County

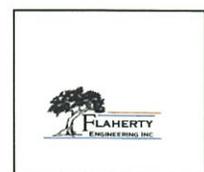
The following are examples of our project and clients that are most pertinent to the project at hand.

Sly Park at Clear Creek Bridge Replacement and Road Realignment

Location: El Dorado County, CA
Dates: March 2019; January 2020
Client: El Dorado County
Reference: Dustin Harrington P.E., Senior Civil Engineer
El Dorado County
2820 Headington Road
El Dorado, California
530-621-5950

This Federally funded project replaced the existing Bridge over Clear Creek as well as reconstructing the approach road and drainages. The Bridge widening was constructed on CIDH piles which were in and adjacent to Clear Creek.

Other activities included construction of storm drainage systems; excavation and embankment construction; textured / architectural of concrete surfaces; placement of rock slope protection (RSP) at the bridge abutments and stream bank; construction of structural section for the new roadway;



Sierra County – Storm Damage Repair Project
Mountain House Road
Ridge Road



reconstruction / realignment of driveways and approaches to rural roads; construction of metal beam guard railing; installation of roadside signs; and placement of new pavement delineation.

Responsibilities: Keith Flaherty was the Resident Engineer for this project. His duties included review and approval of submittals, responding to RFIs, preparing contract change orders including independent engineer's estimates, performing coordination with the design team, monitoring the Contractor's schedule, writing responses to PCRs and position papers, Scheduling, preparing monthly estimates with backup field quantities, maintaining project records in accordance with Caltrans Local Assistance procedures and post construction claims negotiations.

Project Cost \$2.3 M

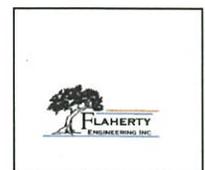
CM Fee \$750.000

Amador and San Joaquin Counties. Hwy 88



Dates: December 2018 through present
Location: Ione California
Client: Buena Vista Gaming Authority
Reference: Pawan Garg, P.E., Transportation Engineer
Caltrans D-10 Oversight Engineer
209-470-8777

This project was a signalization and roadway reconstruction project in two separate locations in Amador and San Joaquin Counties. The project has Caltrans oversight. This project was complicated by a late approval of the cooperative agreement with Caltrans, February 11, 2019, and a casino opening date that mandated the project be signalized by April 26, 2019. Additionally, when the poles manufacturing was near completion, flooding in Nebraska prevented the poles from being shipped to the project. The project team quickly provided a temporary signalization plan and built the temporary plan in time to satisfy the requirements of having a signalized intersection by the April 26, 2019 deadline. Location 1 requires installation of a soldier pile wall with timber lagging to retain the hill side. After installation of this structure the project backfill will commence and continue to the Retaining Slab which ties the soldier piles to the grade. This slab on grade will also be used as a base to construct the guard rail safety element for the project. A section of Aggregate Base (AB) and Hot Mix Asphalt (HMA) will provide the final road



Sierra County – Storm Damage Repair Project
Mountain House Road
Ridge Road



surface inboard of the slab on grade. The project did not have any federal or state funding however documentation was kept in accordance with federal and state guidelines.

The project was also challenged with a wet winter season and soft subgrade issues that were addressed by the construction team without delaying the Casino opening date.

Project cost \$2.3 M

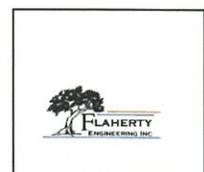
Construction Management budget \$330,000

Responsibilities: Keith Flaherty was the Resident Engineer for this project. His duties included review and approval of submittals, responding to RFIs, preparing contract change orders including independent engineer's estimates, performing coordination with the design team, monitoring the Contractor's schedule, coordinating the source inspection and working with the stakeholders to approve and install a temporary signalization system when the signal equipment delivery was delayed. Keith also maintained project records in accordance with Caltrans Local Assistance procedures.

Tim Hamilton was the inspector for all phases of this project. His duties included field inspection of all elements of the construction, coordinating inspections, documentation, coordinating with the contractor and working with Caltrans field personal and oversight engineer.

Relevant Projects

Project Name	White Meadows Road Slip Out
Location	El Dorado County, CA
Agency/Owner	El Dorado County
Time Frame	06/2007 to 07/2008
Reference	Matthew Smeltzer El Dorado County DOT 2850 Fairlane Court Placerville, CA 95667 (530) 621-5916 msmeltzer@co.el-dorado.ca.us





Project Description | This project involved a landslide affecting a 140 ft section of county road within steep terrain at a 7% road grade. Blackburn Consulting conducted a site investigation and evaluated repair options, including reconstructed embankment; tie-back soldier pile wall; roadway realignment; soil nail wall; and MSE retaining wall. The MSE wall was concluded to be most straightforward and cost-effective. Blackburn, in cooperation with county engineering staff, completed project plans and specifications. The county constructed the wall with its own crews; Blackburn provided construction management and materials testing. The project was successfully completed on an accelerated schedule and represents a model for future cooperation to achieve substantial cost and time savings.



3. Resumes

Following are time commitments for the project and resumes for Key Personnel.

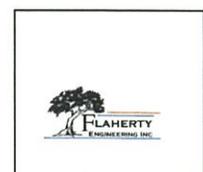
Keith Flaherty 40% commitment to the projects. 2 days per week. Immediately available to these projects.

Tim Hamilton 100% commitment to the projects. Onsite when the contractor is working. Immediately available to these projects.

Ron Rassmussen as needed for the projects. Supplementing Tim Hamilton's time to provide complete inspection for the projects. Not a key person for these projects, his resume is available on request.

Katy Webster is committed to the projects as needed to complete the office engineer and inspection support for the projects. Estimated time = 420 hours

Blackburn Consulting, as needed to complete the material testing for the project.





Keith Flaherty, PE, QSD/P **Key Person for this Project**

Experience Summary A former Caltrans senior resident engineer, Keith Flaherty has 30 years of experience with civil engineering and construction in both the private and public sectors. His portfolio features a broad range of projects, including new bridge construction, bridge widening, highway widening and reconstruction, interchange construction and reconstruction, local roadway construction, drainage, retaining walls, traffic signals, and utility rerouting and reconstruction. Mr. Flaherty also spent nine years with the U.S. Army Corps of Engineers as a project engineer for both civil and structural projects and as a senior engineer in a construction support role. Mr. Flaherty is a highly effective supervisor and manager of diverse staffs, and he has demonstrated excellent communications skills while coordinating projects with concerned citizens and public and regulatory agencies. He is also experienced with staged construction, CPM schedule development, and defending clients against contractor claims. He is the president and CEO of Flaherty Engineering Inc.

Mr. Flaherty serves on Dispute Resolution Boards for the State of California and Nevada.

Selected Project Experience

El Dorado County

Sly Park Road at Clear Creek

Currently the Resident Engineer on the \$3.6 million project responsible for overseeing the construction of the bridge and roadway replacement and reconstruction. The project involved creek diversion, bridge demolition and construction, environmental compliance, import borrow, road construction and drainage. Keith manages field activities and coordinates with the contractor, County staff and stakeholders like adjacent property owners, permit agencies. The project was further complicated by late relocation of utility poles that complicated the bridge construction sequencing.

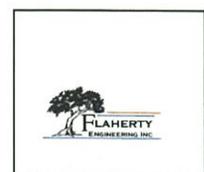
Placer County

Wise Road Bridge Replacement

Resident Engineer on the \$2.3 million project responsible for overseeing the construction of the bridge and roadway replacement. The project involved creek diversion, bridge demolition and construction, environmental compliance, import borrow, road construction and drainage. Keith managed field activities and coordinated with the bridge contractor, County staff and stakeholders like Caltrans, permit agencies and affected residents. Successfully oversaw complex creek diversion with multiple permit stipulations.

ON-CALL CONSTRUCTION MANAGEMENT SERVICES

San Joaquin Council of Government/Caltrans D10





Mr. Flaherty served as a claims and scheduling specialist for the I-5 HOV widening and rehabilitation project, and the Hwy 4 extension into the Port of Stockton. Collectively these projects have \$170M in construction value and are complicated with several hundred change orders. Mr. Flaherty was requested by Caltrans to help them resolve the multiple scheduling and claims issues on these projects.

Mr. Flaherty is also the contract/project manager responsible for oversight of construction management services for projects including the I-5 HOV widening and rehabilitation, I-5/French Camp interchange, I-205 auxiliary lanes, State Route 99 Manteca six-lane widening, State Route 12 improvements, and the Highway 4 (Crosstown) extension. Services have included construction inspection, constructability review, traffic control planning and review, schedule review, claims analysis, and project closeout services. **Project Dates:** 10/2014 to Current

U.S. 50, MISSOURI FLAT INTERCHANGE, PHASE 1B

County of El Dorado

Resident engineer responsible for claims, scheduling, and construction management services for the \$35 million construction of auxiliary lanes along U.S. 50 between Missouri Flat Road and Placerville Drive/Forni Road. Project also involved widening and retrofitting Weber Creek Bridge; construction of retaining walls; road work and electrical work; and construction of a bicycle/pedestrian path along the eastbound auxiliary lane.

Project Dates: 10/2009 through 02/2012

WESTERN PLACERVILLE INTERCHANGES, PHASE 1

City of Placerville

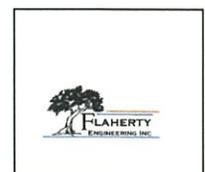
Resident engineer responsible for claims, scheduling, and construction management services for the \$5.5 million project, which involved reconstruction and relocation of a local road (Fair Lane), construction of a series of retaining walls, and construction of a highway on-ramp and auxiliary lane. The project is the first in a multi-phase project to construct an interchange at Ray Lawyer Drive. The project was complicated by phasing, which required the relocation of local utilities and coordinating access to the El Dorado County Sherriff's office and County Administration Buildings. **Award: 2014 APWA Project of the Year**

Project Dates: 07/2012 through 06/2014

CALTRANS D3 ON CALL CONSTRUCTION MANAGEMENT

Resident engineer responsible for claims, scheduling, and construction support services for multiple projects in 11 counties in Sacramento Valley and Northern Sierra with a construction value of \$65 million. Responsible for the full spectrum of services, including field inspection, traffic and storm water pollution control, submittal review, review of contractor pay requests, cost and schedule control, and material sampling and testing.

Project Dates: 6/2009 through 12/2010





STATE ROUTES 89 AND 50 SOUTH Y INTERSECTION

City of South Lake Tahoe

Resident engineer for the 11-stage project to expand the busy intersection. Work included reconstructing and adding turn lanes, revising traffic signalization, and landscaping the intersection. Project challenges included coordination with Caltrans; extensive utility coordination and traffic control; nighttime paving in the Lake Tahoe Basin; erosion control in the Lahontan Region of the Regional Water Quality Control Board; federal funding documentation; and, public relations with local businesses and commuters.

CONSTRUCTION IMPROVEMENTS ON STATE ROUTE 99 IN CHICO AND GRIDLEY

Butte County Association of Governments

Resident engineer for two highway improvement projects on State Route 99. The SR99/East First Avenue Undercrossing in Chico was a three-phase project that widened the northbound East First Avenue off ramp, which included night work; construction of a retaining wall along the northbound off ramp; widening of the East First Avenue intersection; and signal modifications. The SR99/East Gridley Road to Ford Avenue in Gridley involved widening the roadway to five lanes; construction of a continuous two-way left-turn lane; reconstruction and improvements of roadside drainage facilities; and reconstruction and modification of signals. Managed the critical issues of traffic control, erosion control, and public relations.

STATE ROUTE 49 / PLAZA INTERSECTION

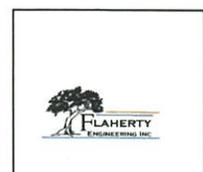
Placer County Department of Public Works

Resident engineer for the five-stage widening of 0.4 miles of State Highway 49 from four to six lanes; construction of retaining walls; installation of a signalized intersection with turn pockets and turn lanes; and modifications to a traffic signal. Due to the presence of hazardous materials, soil excavations were closely monitored to ensure zero exposure to construction personnel and the public. Highway 49 is a heavily traveled commuter route, so traffic flow was maintained to local businesses at all times. For this reason, and because the project was undertaken in conjunction with Caltrans' Safety Operations Project, coordination with Caltrans was critical to avoid conflicts and delays. Responsible for reviewing schedules; reviewing and approving contractor progress payments; reviewing and negotiating contract change orders; coordinating inspection/materials testing; managing project documentation; chairing weekly progress meetings; preparing monthly project reports; and, coordinating with multiple parties.

Hwy Improvement Project on Hwy 80 from Hwy 267 to the Nevada State Line.

Caltrans

Mr. Flaherty was the Senior Resident Engineer for a \$108 Million-dollar Roadway reconstruction project on Hwy 80. The project included replacement of 7 Bridges in three stages, reprofiling and reconstructing 11 miles of Hwy 80, replacing drainage and all other highway elements. The project



Sierra County – Storm Damage Repair Project
Mountain House Road
Ridge Road



was complicated with over 300 change orders and 87 listed claims. Mr. Flaherty resolved all claims and defended the State successfully in 10 Dispute Resolutions hearings.

Placerville Operational Improvements Project.

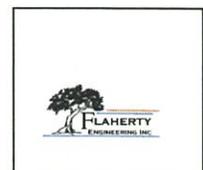
Caltrans

Mr. Flaherty was the Senior Resident Engineer on a \$35Million dollar Roadway widening, reconstruction and Sewer replacement project in Placerville California. The project was complicated by multiple change orders related to the City of Placerville sewer main replacement which was part of the project. Additionally, the project encountered several unknown hazardous waste sites that were required to be remediated during construction.

References:

John Kahling - El Dorado County Deputy Director 530-642-4972

Matt Veerkamp – Doug Veerkamp General Engineering 530-409-0857





Tim Hamilton, Construction Inspector Key Person for this Project

Experience Summary

Timothy Hamilton has 24 years of managerial experience in engineering and construction, specializing in transportation and public works projects. He has worked as a structures inspector, foreman, supervisor, and civil inspector, with each position holding an increased level of responsibility. His wide range of experience includes developing and implementing quality control procedures; new bridge construction; roadway construction; bridge retrofits; buildings; and utility relocation. He has experience working on Caltrans projects and is familiar with Caltrans standards and procedures. Mr. Hamilton has significant expertise with steel bridge retrofit work, structural concrete, temporary and permanent shoring, falsework, installation of driven pile and cast-in-drilled-hole (CIDH) pile foundations, precast/prestressed concrete girders, bridge deck placement, and bridge jacking.

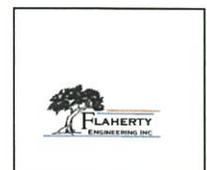
Selected Project Experience

Signalization for Buena Vista Casino. Amador and San Joaquin Counties

This project was a signalization and roadway reconstruction project in three separate locations in Amador and San Joaquin Counties. The project has Caltrans oversight. This project was complicated by a late approval of the cooperative agreement with Caltrans, February 11, 2019, and a casino opening date that mandated the project be signalized by April 26, 2019. Additionally, when the poles manufacturing was near completion, flooding in Nebraska prevented the poles from being shipped to the project. The project team quickly provided a temporary signalization plan and built the temporary plan in time to satisfy the requirements of having a signalized intersection by the April 26, 2019 deadline. Tim Hamilton was the inspector for the project roadway and electrical. He worked closely with the Contractor to construct the temporary signalization in the time frame required. Tim also coordinated all of the permanent construction for the project.

State Route 16 Emergency Retaining Wall Post Mile 1.6 California Department of Transportation (Caltrans) Rumsey, California

During the 2017 rain events, the slope adjacent State Route 16 near Rumsey failed compromising the southbound lane necessitating a closure of the lane. Due to the emergency nature of this project, and the many construction unknowns, all of the work was performed on a time and materials basis with only the contractor's markup being bid.



Sierra County – Storm Damage Repair Project
Mountain House Road
Ridge Road



Tim worked for the District 3 Senior Bridge Engineer for Caltrans on the Highway 50 emergency project. The project included construction of a 380-foot long soldier pile retaining wall with one row of tiebacks drilled approximately 75-feet in to the hillside, slope reconstruction, drainage work (including tie-in to existing facilities), temporary shoring, reconstruction of the structural section, asphalt concrete paving, and striping. An automated roadside stoplight for one-way traffic control was operated 24 hours per day through the construction zone.

Highway 50 Emergency Mudslide Retaining Wall Post Mile 37.6 California Department of Transportation (Caltrans) Bridal Veil Falls, California

During the rain events of January and February 2017, the slope adjacent westbound Highway 50 near Bridal Veil Falls failed causing the westbound #2 lane to collapse and causing significant damage to the westbound #1 lane. Highway 50 was reduced to one lane in each direction in this area while the design and construction of a 500-foot long soldier pile retaining wall took place.

As Assistant Structures Representative, Tim Hamilton was in responsible charge of all of the fieldwork. He worked closely with the Contractor in the scheduling of labor and equipment for the structures work, including work performed by subcontractors. He approved all equipment and labor charged to the project prior to mobilization. In addition to inspecting the work, Tim coordinated sampling and testing the concrete being placed in the field. He was also responsible for establishing the lines and grades of the finished roadway within the limits of the repair work.

Nevada County Annual Overlay Project, County of Nevada. Construction inspector for the county-wide asphalt concrete overlay project responsible for ensuring conformance with the project plans and specifications, final pay quantity verification, material quality control, replacement of existing utility and drainage facilities, and striping. The overlays are all done on active thoroughfares, many of which have high traffic volumes and require detailed supervision of traffic control.

I-5 & I-205 Construction Management Services, San Joaquin Council of Governments.

Construction inspector and utilities coordinator for the \$140 million extension of Highway 4 in Stockton from I-5 to the Port of Stockton. The project will build a viaduct and expand Navy Drive to four lanes. Responsibilities include inspection of all construction activities; facilitating bi-weekly meetings between the state, designer, and all utility companies for relocation of utilities; inspection of earthwork, utility work, paving, and stormwater BMPs; quantity takeoffs and calculations; and preparation of daily field reports and SWPPP inspection reports.

FLATIRON WEST CORPORATION

Lincoln Bypass, Lincoln, California

Highway 80 Phase 3, Roseville, California

Eureka Road Bridge Widening, Roseville, California

Carpenter Road Bridge Replacement, Modesto, California



Sierra County – Storm Damage Repair Project
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Ridge Road



Mitchell Engineering

US 50 Bridge Replacements and Improvements, Placerville, California

BENCO BRIDGES

Holman Road Bridge Replacement, Stockton, California

Box Culvert at Bike Trail, Folsom, California

Ferrari Ranch Road Bridge, Lincoln, California

Natomas Avenue Bridge, Folsom, California

Park Avenue Bridge, Folsom, California

Highway 50 Retaining Walls and Bridge Replacement, Camino, California

Scott Creek Road Bridge Replacement, Placerville, California

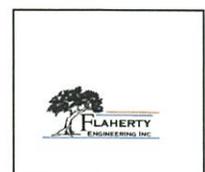
Highway 108/101 Interchange, Buellton, California

Highway 80 Bridge Replacements, Truckee, California

Highway 99/Jactone Road Interchange, Ripon, California

Yolo Causeway (Seismic Retrofit), West Sacramento, California

Highway 41 /99 Interchange, Fresno, California





Katherine Webster, PE, QSD/QSP

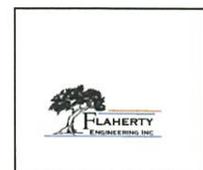
Katherine Webster is a registered Civil Engineer and Qualified SWPPP Developer and Practitioner with 16 years of experience providing construction management, contract administration and construction engineering. Her experience includes project management from the Project Approval/Environmental Document (PA/ED) phase through Construction and coordination with Caltrans Local Assistance to deliver federally funded projects. Her experience consists of construction engineering, falsework design, field quality control, temporary structures (shoring and guying), SWPPP implementation, temporary traffic handling/control plans, and numerous other project related submittals.

Experience

La Rue Road Bridge Replacement, UC Davis Campus, Davis, CA (current): The project consists of replacing the 2-lane bridge over Putah Creek with a wider and taller 2-lane bridge with shoulders large shoulders and wide sidewalks to accommodate both UC Davis vehicle and foot traffic. The project includes numerous utility relocations, staged bridge construction, and roadway improvements. Webster Engineering is currently contracted to perform office engineering services for UC Davis Department of Construction Management as a sub-consultant to Quincy Engineering, the project's Construction Management firm. To date Webster Engineering has performed submittal reviews, coordinated RFIs, conducted weekly meetings and provides minutes, weekly statement of working days, quantity calculations, processed pay applications and contract change orders. Additional tasks include site inspection on an as needed basis for roadway and bridge construction.

Gold Hill Road at Auburn Ravine Bridge Replacement, Placer County, CA (2019): The project consisted of replacing the 2-lane bridge over Auburn Ravine with a wider and taller 2-lane bridge with shoulders to accommodate a 200-yr storm event, inclusive of roadway realignment and driveway reconstructions. Webster Engineering was contracted to perform construction inspection services and submittal reviews for Placer County as a sub-consultant to Drake Harlan & Associates, the project's Construction Management firm. Webster Engineering provided site inspection services for the tree removal phase and bird exclusion protection devices installed on the existing bridge, creek diversion activities, footing, abutment and superstructure construction. Additional tasks included technical submittal reviews inclusive of abutment bracing, creek diversion, and falsework.

Dowd Road Bridge at Markham Ravine Bridge Replacement, Placer County, CA (2019): The project consisted of replacing the 2-lane bridge Markham Ravine with a wider and taller 2-lane bridge with shoulders to accommodate a 200-yr storm event, inclusive of roadway realignment and driveway reconstructions. Webster Engineering was contracted to perform construction inspection services and submittal reviews for Placer County as a sub-consultant to Drake Haglan & Associates.



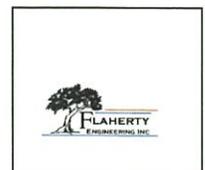


Jacob Gregory

Materials Tester

With Blackburn
Since 2017

Jacob Gregory has 6 years of experience in the materials testing/construction inspection field. His background includes Caltrans, roadways, dams, levees, light rail, pipelines, and airports. Jacob has provided construction inspections and certified testing of concrete, soils, hot mix asphalt, reinforcing steel, and prestressed concrete.





Certifications

- Caltrans Test Methods
125, 216, 231, 504, 518, 539,
540, 543, 556, 557
- ACI Concrete Field Technician
Grade I
- ICC Reinforced Concrete Special
Inspector – Associate
- ICC Structural Masonry Special
Inspector
- ICC Post tension Concrete
- Troxler Nuclear Gauge Certified

Representative Experience

Washington District Sustainable Community Infrastructure Project — West Sacramento, CA

Provided quality assurance materials testing for aggregate base, import borrow and HMA. Jacob also provided compaction tests on pavement, flatwork subgrade and trench backfill for storm drain, water, sewer and joint utilities.

Yolo County Pavement Preservation — Yolo County, CA. Performed compaction testing and Hot Mix Asphalt inspection on multiple segments of County road 27 in Yolo County. Tested existing pulverized roadway and new FDR-C structural section, verified cement spread rates, batch plant inspection and sampling, and hot mix asphalt coring and compaction testing during roadway rehabilitation.

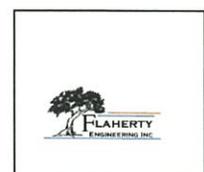
City of Roseville, On-Call Materials Testing Services — Placer County, CA. Field materials tester for the Fiddymont Ranch and Westbrook subdivisions. Performed quality assurance testing for the City which included underground backfill testing of sewer, storm drain, domestic and recycled water, and joint utilities. Performed concrete sampling, testing, and reinforcement inspection of storm drainage facilities.

City of Davis On-Call — Davis, CA. Performed compaction testing of trench backfill, roadway, and aggregate base for multiple capital improvement projects for the City of Davis. Sampled and tested concrete and Hot Mix asphalt as required. Projects included:

- Third Street Improvements Phase 2
- Tim Spencer Alley Improvements
- Veterans Memorial Center Renovation

Hellhole Dam Core Raise — Placer County, CA. Performed materials testing and quality assurance during construction of a new clay core and core raise for the Dam. Tested clay core, fine and coarse filter layers, and general fill quality and conformance with project specifications. Blackburn established an onsite lab due to the remote project location. Jacob performed onsite lab testing for soil compaction curves, gradations, and moisture contents.

Sacramento Regional Transit, Cosumnes River College Pedestrian Bridge — Sacramento, CA. Performed materials testing of soils and concrete during construction of the pedestrian bridge from the Light Rail Station to Cosumnes River College. Provided concrete and post tension inspection during precasting of pedestrian bridge segments.





Sergio Tostado, PE

Senior Materials Tester

With Blackburn

Since 2011

Education

Sergio Tostado is an experienced, conscientious, and hard-working inspector. He has been with Blackburn for over seven years. He has performed quality assurance materials testing and inspection in support of a variety of different public works projects, capital improvement programs, and development projects. He is well-versed in all aspects of construction including soils, concrete, and asphalt. He also has laboratory analysis experience including soils, concrete, and hot mix asphalt in accordance with the American Society for Testing and Materials (ASTM) and California Department of Transportation (Caltrans).





- Sacramento State University
– BS Civil Engineering, 2009
- Sacramento State University
– MS Geotechnical
Engineering, 2013

Registrations

- Professional Engineer, Civil,
CA #89375

Certifications

- Caltrans Test Methods: 105,
125, 201, 202, 216, 217, 226,
227, 229, 231, 308, 309, 382,
504, 518, 533, 539, 540, 556,
and 557
- ACI Concrete Field Testing
TechGrade 1
- Troxler Nuclear Gauge
Certified

Representative Experience

City of Elk Grove On-Call — Elk Grove, CA

Performed materials testing and quality assurance during construction of a variety of different City infrastructure projects which included construction of new City streets, underground, and housing developments. Tested construction materials for quality and conformance with City and public works standards such as soil, aggregate base, concrete, and hot mix asphalt.

Elk Grove Creek Trail Crossing — Elk Grove, CA

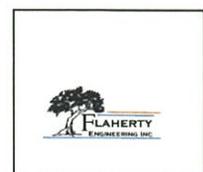
Performed quality assurance materials testing during construction of a 1,280-foot-long cast-in-place concrete box girder bridge supported by CIDH and Driven piles. The bridge spans State Route 99 and provides pedestrian and bicycle access from West Stockton to East Stockton Boulevards. Provided Caltrans certified testing during construction of the overhead structure, including batch plant inspection and concrete sampling and testing of PCC for the bridge bents, abutments, CIDH piles, bridge deck, hinges, and soffits. Performed compaction testing during backfill of structure abutments, bents, subgrade, and testing of Class 2 AB for pedestrian and bicycle access to the newly constructed bridge.

Sacramento Railyards Improvements — City of Sacramento, CA

Performed quality assurance testing of soils during over excavation and construction of bridge embankment and roadway fills. Sampled and tested light weight cellular concrete during construction of MSE walls. Also performed compaction testing of sidewalk, curb/gutter and roadway subgrade and aggregate base. Performed concrete sampling and testing off structural concrete. Performed quality assurance compaction testing of backfill at environmental cleanup sites.

Feather River Levee Improvements — Sutter and Butte Counties, CA

Quality Assurance Materials Tester for the construction and repair of 14.8 miles of levee. Project consists of correction of levee slope geometry, installation of shallow and deep cutoff walls, reconstruction of pump stations and canals, embankment construction, and levee patrol roads. Responsible for daily quality assurance testing of open trench soil bentonite cutoff walls, which includes sampling and testing of bentonite slurry and soil bentonite backfill, and documentation of cutoff wall depths, cap installation, and quantities of backfill. Works closely with the construction management team, contractor quality control, and the Geotechnical Engineer of Record to ensure compliance with contract plans and specifications.





Bryce Moore

Director of Construction Services

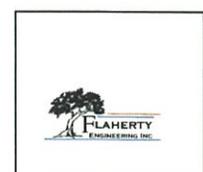
With Blackburn

Since 2006

Education

- California Polytechnic State University, San Luis

Bryce Moore serves as Blackburn’s Director of Construction Services and has been with the company for over 13 years. Bryce graduated from California Polytechnic State University, San Luis Obispo, CA with a Bachelor’s degree in Agriculture Business. Bryce’s experience of over 18 years includes management, inspection, and materials management and testing for city and county roadways, public works infrastructure, levees, Caltrans roadways and bridges, subdivisions, schools, and pipeline projects. Bryce has provided inspection and certified testing of concrete, soils and asphalt. He is Caltrans, ICC, and ACI certified.





Obispo, Ca. B.S. Ag.
Business, 2003

- UC Davis, Sacramento Extension. Certificate Construction Management 2008

Certifications

- Caltrans Test Methods 105, 125, 201, 231, 308, 309, 366, 375, 382, 518, 521, 533, 539, 540, 543, 556 and 557
- ICC-Reinforced Concrete Special Inspector
- ACI Concrete Field Technician Grade I
- Troxler Nuclear Gauge Certified

Representative Experience

Caltrans District 3 On-Call Inspection & Materials Testing Services — Butte, Colusa, El Dorado, Glenn, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba Counties, CA

Project Manager for the current and former Caltrans District 3 contract which covers eleven local counties. Responsible for staff training, recruitment, and assignment to local Caltrans offices to augment Caltrans materials testing and inspection staff. Bryce performed materials testing and construction inspection on multiple highway projects under previous Caltrans On-Call contracts.

Alleghany Rd Over Oregon Creek Bridge Rehab Project — Yuba County, CA

Managed and performed Blackburn's independent assurance services during rehabilitation and construction of the Alleghany Road Bridge that crosses Oregon Creek. Blackburn performed HMA batch plant sampling, concrete sampling, aggregate base testing and structural backfill testing.

5th and 6th Street Road Improvements — Sacramento, CA

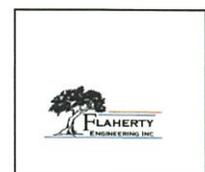
Field Service Manager for these projects being constructed at the Sacramento Railyards site. The 5th and 6th St projects consist of constructing new roadway, a viaduct structure, underground utilities, MSE walls and conventional retaining walls, bridge foundations, and surface improvements. Managed materials testing staff, performed daily field report and laboratory report review for conformance with Caltrans and project specifications.

Nevada County Airport — Grass Valley, CA

Lead Inspector for the installation of new storm drain and erosion controls systems at the Nevada County Airport. Performed inspection and materials testing during construction of two concrete energy dissipater systems, soil stabilization, mass grading, and storm drain installation. Responsible for review and approval of pay quantities/requests, change order work, and public relations with the Airport and CALFIRE.

Caltrans District 9 On-Call Construction Services — Mono and Inyo County, CA

Under Caltrans contract 06A2160, managed construction inspection services for multiple sections of US 395: Route 270 to Jack Sawyer Road, Green Lakes CAPM, Lee Vining Rockfall, and Bridgeport Culverts. Under Contract 06A1738, managed quality assurance materials testing services for a major four-lane freeway realignment with interchanges, bridge overcrossings, and undercrossings.





4. Work Plan and Schedule.

a. Project Understanding

This project consists of two separate construction contracts.

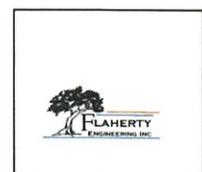
Mountain House Road Locations – Contract 1

The first contract is to reconstruct storm damage on Mountain House Road in Sierra County. There are four location on this contract.



Location 1 Federal Aid Project No. BRLO-32LO(484)

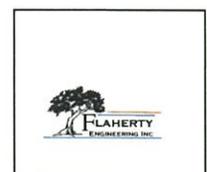
In this location the project removes an existing 30" CMP and replaces it with a new 30" CMP. The new pipe extends further than the existing pipe and provides for reconstruction of the road surface and fill slope. At the terminus of the new 30" CMP a down drain consisting of a half section of CMP is extended to the toe of the slope. The new fill slope is buttressed by ½ ton RSP at the toe of the fill slope. Where the new slope is constructed of fill material, the final slope is hydroseeded with an approved seed and binder mix. Additionally, the new CMP has an outlet RSP dissipation pad.





Location 2 Federal Aid Project No. BRLO-32LO(485)

Similar to Location 1, In this location the project removes an existing 18" CMP and replaces it with a new 30" CMP. The new pipe extends further than the existing pipe and provides for reconstruction of the road surface and fill slope. At the terminus of the new 30" CMP a down drain, consisting of a half section of CMP, is extended to the toe of the slope. The new fill slope is buttressed by ½ ton RSP at the toe of the fill slope. Where the new slope is constructed of fill material, the final slope is hydroseeded with an approved seed and binder mix. Additionally, the new CMP has an outlet RSP dissipation pad.





Location 3 Federal Aid Project No. BRLO-32LO(486)

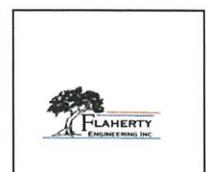
Similar to Location 1, In this location the project removes an existing 18" CMP and replaces it with a new 30" CMP. The new pipe extends further than the existing pipe and provides for reconstruction of the road surface and fill slope. At the terminus of the new 30" CMP a down drain, consisting of a half section of CMP, is extended to the toe of the slope. The new fill slope is buttressed by ½ ton RSP at the toe of the fill slope. Where the new slope is constructed of fill material, the final slope is hydroseeded with an approved seed and binder mix. Additionally, the new CMP has an outlet RSP dissipation pad.





Location 4b Federal Aid Project No. BRLO-32LO(487)

Location 4b utilizes a different reconstruction strategy than the first 3 Locations. The road surface is constructed on a cut surface and ostensibly generates fill material for the other 3 locations. There are no culverts constructed with location 4, however a drainage ditch/bench is constructed above the road in order to redirect water from the road surface. Location 4 call for tree removal and hydroseeding the bare slope surfaces.





Ridge Road Contract – Contract 2

The second contract is to reconstruct storm damage on Ridge Road in Sierra County. There are two locations on this contract.



Location 1 Federal Aid Project No. BRLO-32LO(483)

Location 1 requires installation of a soldier pile wall with timber lagging to retain the hill side. After installation of this structure the project backfill will commence and continue to the Retaining Slab which ties the soldier piles to the grade. This slab on grade will also be used as a base to construct the guard rail safety element for the project. A section of Aggregate Base (AB) and Hot Mix Asphalt (HMA) will provide the final road surface inboard of the slab on grade.



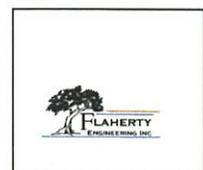


Location 2 Federal Aid Project No. BRLO-32LO(492)

Location 2 requires installation of a soldier pile wall with timber lagging to retain the hill side. After installation of this structure the project backfill will commence and continue to the Retaining Slab which ties the soldier piles to the grade. This slab on grade will also be used as a base to construct the guard rail safety element for the project. A section of Aggregate Base (AB) and Hot Mix Asphalt (HMA) will provide the final road surface inboard of the slab on grade.

Typical Soldier Pile Wall Construction Sequence

1. Establish line and grade offsets for retaining wall LOL and layout for piles. Establish elevation at each pile location.
 2. Drill shaft on layout to desired tip elevation.
 3. Place H beam inside shaft. Ensure shaft remains stable and no caving has occurred. If caving occurs remove H pile and clean shaft. Check pile elevation and secure pile.
 4. Place concrete to desired elevation. Repeat steps 1-4 on remaining piles.
 5. After concrete backfill has reached required strength begin excavation from top down.
 6. Install timber lagging ensuring excavation remains compliant with all safety regulations. Install any spacers/pile protection. Secure lagging to soldier piles.
 7. Place leveling blocks where required.
 8. Place drainage and structure backfill behind lagging.
 9. Grade for cap beam.
 10. Cut soldier piles to elevations on contract plans and install rebar hairpins.
 11. Place forms for cap beam and any required imbeds.
 12. Pour cap beam to lines and grades on contract plans.
- Sequence is not all inclusive and each site will have its own requirements.





4b Work Plan

Our approach to our construction management and inspection services for the Storm Damage Repair Projects provides a comprehensive road map for efficient management of construction activities. Our approach is designed to deliver the project in accordance with all contract requirements – meeting all the County’s project goals. We will inspect the work and administer the contracts in compliance with the project’s plans and special provisions; the County’s procedures and standards, including the County Quality Assurance Plan; and permit requirements. We will also utilize our Construction Quality Management Program which compiles lessons learned from 30 years of construction management.

In the **pre-construction phase**, we will emphasize developing the document and cost tracking systems to meet funding guidelines, establishing lines of communication, understanding the stakeholders’ concerns, assisting the County with the award process, scheduling long-lead materials and equipment, and processing early submittals, including the Storm Water Pollution Prevention Plan (SWPPP) and the CPM baseline schedule.

In the **construction phase**, we will work with the County to provide cost control and schedule management; timely responses to all correspondence, submittals, and requests for information (RFIs); and to efficiently process all contract change orders and estimates. In the field, our construction inspectors will prepare daily inspection reports that document all field conditions, work completed, and materials used. All records will be kept in accordance with the Caltrans standard filing system as outlined in the Caltrans Construction Manual.

In the **post-construction phase**, we will conduct a final walk-through with the County and will prepare a final punch list. Once complete, the final estimate will be issued, the project will be accepted, and the as-built drawings and audit ready project records will be delivered to the County.

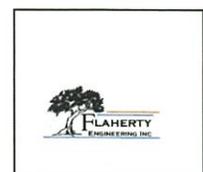
4b.1 CONSTRUCTION MANAGEMENT

Our Construction Management team will be led by Keith Flaherty P.E. Mr. Flaherty has 30 years of experience as the manager for large, heavy civil engineering projects just like the Storm Damage Repair project. He is available as needed for this project until the project is complete.

4b.2 CONSTRUCTION MANAGEMENT PLAN

Mr. Flaherty has prepared a Construction Management Plan for many projects in local foothill counties in Northern California. After gaining an understanding of Sierra Counties needs and desires, Keith can readily prepare a plan that is tailored to the requirements of the Storm Damage Repair project. This will be done expeditiously and presented to the County for review in electronic format. Once all review comments are addresses copies as required will be delivered to the County Project Manager for their records. A Copy will also be placed in the project files.

Our experience with the Local Agency Procedures lets us know that following the Caltrans filing system will fit the County’s needs most as this is most familiar to the auditors and allows for easy understanding and review of the project records.





We propose use of the Drop Box for contract administration and document processing on this project in addition to paper records. Our records in Drop Box are scanned versions of the project records and access can be granted to the County Project Manager and any others who need access to the project records.

We recommend holding a meeting at the beginning of the project to confirm document control protocol. This process will allow specific needs to be identified before the files are set up and also to minimize questions at the end of the project.

We will prepare and submit monthly reports to the County in both electronic and printed formats. These reports will document cost and schedule items for the project to date and for the most recent month. Reporting will include current and previous payments made to the contractor; project completion milestones and any impacts to those dates; change orders processed during the current month and a cumulative total for all change orders processed to date; a narrative on schedule issues, and work completed during the current month as well as anticipated activities for the upcoming month. The report will also include information on submittals and RFIs submitted during the subject period and cumulative to date for the project. Several project photographs will be included in each report of work activities completed during the reporting period.

4b.3 REVIEW OF QUALITY ASSURANCE PROCEDURES MANUAL

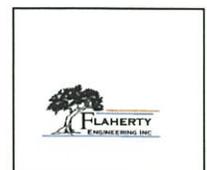
Mr. Flaherty will review and suggest edits the County Quality Assurance Procedures manual. Reviewing and editing this will be done quickly. Copies will also be made available to other team members for their comments and to familiarize them with the County's QAP. If edits are approved, they will be incorporated into the document and electronic versions will be sent to the County Project Manager for his review. When the review is complete, final copies will be sent to the County as required. A copy will also be placed in the project records.

4b.4 ADMINISTRATION

Coordination of the various elements that need to be performed on a project of this size and complexity can be a daunting. We are proposing a Construction Manager/ Resident Engineer, Structures Representative and staff who have successfully accomplished this task for Caltrans as well as other public agencies on projects this size and as large as \$108M in cost and 4 years in overall construction time. Mr. Flaherty and our proposed team is fully available and anxious to start working on this project. We demonstrate below the specific tasks listed in the Administration portion of the RFP and look forward to discussing in detail how we can meet and exceed the County's expectations for Administration of the Storm Damage Repair projects.

4b.5 CONSTRUCTABILITY REVIEW

One of the most critical elements of a successful project is an excellent set of plans and specifications. During our review process in preparation for this proposal, we have reviewed the project documents and found some that a drainage element is missing from behind the solder pile walls. Our team proposes that at this stage the addition of drainage behind the solder pile walls needs to be addressed prior to construction. We propose to continue this review process, meet with the county and the Design Engineer to resolve the issues we see with the project and develop an even stronger set of project documents. As a side note, Mr. Flaherty and Mr.





Siemers have worked together at Caltrans for years on complicated Heavy Civil Construction project. and have a developed working relationship. This existing relationship will help in the constructability review process and resolution of issues.

4b.6 DOCUMENTING PRECONSTRUCTION CONDITIONS

Our team will generate pre-construction pictures and videos as necessary to document pre-construction conditions. These documents will be stored in digital and hard copy format with narrative on the video and information on the picture that depicts the location and orientation of the photo as well as the subject of the photo.

4b.7 MEETINGS

Preconstruction Meeting

Keith and the team will conduct a pre-construction meeting along with County staff, permitting agencies, and our project staff. Other pertinent entities, will be invited to attend.

During the meeting, we will discuss project specifics, including contract submittal requirements, change order and potential claim procedures, the contractor's construction schedule, technical issues, and safety procedures. Our team will prepare a meeting agenda and will provide minutes to the attendees for their records. All necessary forms will be provided to the contractor for submittal in accordance with required construction records and accounting formats.

Construction Meetings

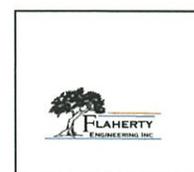
We will hold weekly progress meetings to coordinate communication with the contractor, the County, and other stakeholders, as necessary. Our staff will proactively meet with the contractor to discuss upcoming operations, contract requirements, and potential issues related to proposed construction activities. Prior to the contractor demobilizing on the project, we will invite all stakeholders to walk the project with us to make sure their concerns have been addressed.

Other Meetings

Other meeting will be convened as needed to address specific concerns either with the County, the public or other stakeholders who need project information.

4b.8 QSD/QSP Water Quality Monitoring and SWPPP Support

We will review the contractors' SWPPP plan and perform compliance inspections during construction. Our project staff is trained in the latest storm water pollution control requirements. We understand the importance of the various BMPs and will verify they are properly implemented on the project. In addition, we will confirm the contractor is completing their SWPPP reporting forms and will provide our own reports as well.





4b.9 PROJECT ENVIRONMENTAL COMPLINACE, PERMIT COMPLAINCE AND BIOLOGICAL MONITORING

Our construction management staff will develop a log of permit conditions that includes regulatory milestones and reporting requirements, correlates those requirements to pay items and tasks on the CPM and shows current status relative to permit conditions. All activities that directly relate to permit activity or are governed by a permit will be tracked in our inspector’s daily diaries separately. Using our tracking system, those activities and inspector reports will be available in real time and sortable by permit type/name, date, and responsible contractor. Upon completion of regulated activities, our resident engineer will submit the required permit closure documents to the issuing agency.

SWPPP BMPs will be monitored on a weekly basis by the CM team and if possible, our inspection will be coordinated with the contractor’s SWPPP inspector for consistency in understanding for the requirements of the Construction general permit (CGP).

4b.10 SCHEDULE REVIEW

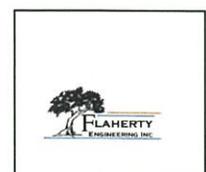
Keith will implement comprehensive project controls to help manage the critical issues of time, cost, scope, quality, and safety. As time is money, we will focus on efficiently keeping the project on schedule to realize cost savings. Through timely constructability reviews during project initiation and start-up; effective utility coordination; the resolution of project issues at the lowest level of management – at the project site; and expert management of potential claims – the Storm Damage Repair project will be kept on schedule and budget.

We will work closely with the contractors to make certain that schedule control measures and management techniques are in place to accurately plan, monitor, and report performance throughout construction.

We will perform a detailed review of the contractor’s schedules to assess logic between activities, key activity durations to determine whether or not they are realistic and verify that the critical path complies with the contract documents. We will confirm that all specified construction sequencing and schedule constraints, permit conditions, interfacing with adjacent contracts, and all submittals, procurement, construction, traffic control, testing and closeout activities are included for all contract work. **We will also verify that the schedule meets all milestones and deadlines.**

During construction, we will review the monthly schedule updates to confirm the progress of construction, including start and finish dates for the activities, changed logic ties, any delays encountered, and other potential impacts. If impacts to the schedule appear imminent, we will immediately schedule meetings with the contractor to discuss alternatives, including the use of additional shifts or manpower, if necessary.

Once the baseline schedule is approved, it will serve as the blueprint for the contractor’s approach to constructing the project and will used to evaluate potential delays and work-





around strategies to mitigate delay impacts. If impacts to the schedule appear imminent, our resident engineer will immediately schedule meetings with the contractor to discuss alternatives, including the use of additional shifts or manpower, if necessary.

4b.11 COST CONTROL AND MONTHLY PROGRESS PAYMENTS

Whether the construction budget is an independent schedule of values or a cost loaded CPM schedule, the resident engineer, with input from the field inspector, will compare every payment item to the actual work performed during the month. We will recommend to the County any necessary withholdings, such as liquidated damages, labor compliance issues, stop notices, rejected work, or noncompliance with contract requirements. This integrated system ensures that pay records meet audit standards on first review and provide the County real time access to the records.

A monthly status report will be generated for the County to provide an update on the project schedule, project budget, expenditures on change orders and any appropriate analysis, a forecast at completion (costs), work completed in the specified period, work contemplated for the next period, outstanding project issues, any potential claims and analysis of those claims, project photographs, and VC&A contract status. This report will also summarize the anticipated cash flow of the remaining work, including all hard costs such as change orders, item overruns, and soft costs such as potential claims.

We utilize a system for tracking and monitoring the actual construction costs on a project. This system includes spreadsheets to track progress pay estimates, item over-runs and under-runs, and contract change orders. These forms are in electronic format and can be tailored to meet the County's needs.

4b.12 SUBMITTALS AND CLARIFICATIONS

Submittals

Our staff will maintain a submittal log and process all required submittals. We understand the importance of reviewing submittals in a timely manner and will receive, log, track, and process shop drawings and other contractor submittals and coordinate review of the submittals with the County. Prior to forwarding submittals to the County, we will review each submittal for completeness. If a submittal is found to be incomplete, it will be immediately returned to the contractor with the deficiencies noted.

RFIs

We also maintain log that tracks Requests for Information (RFIs). These are distributed to the appropriate team member along with a time to respond. When the response is generated and approved by the Contract Manager, I will be distributed to the Contractor and logged in our RFI log. The complete response will be kept in hard copy and electronic format in the project records.

4b.13 CONTRACT MODIFICATIONS/CHANGE ORDERS/CLAIMS

Constructability reviews and a partnering relationship with the contractor are critical to minimizing contract change orders and claims. We will continue to review the plans and specifications to verify the design as presented is complete and clear, poses no construction conflicts, and is economically feasible





to build. When we discover potential issues, we work with our clients and the contractor to develop creative solutions.

Our inspectors will walk the project site to identify all pre-existing site conditions, surrounding areas, and access points. The project site conditions will be documented before construction starts to avoid disputes about damage caused during construction or restoration of the site post-construction. All pre-construction photos and videos will be documented, logged, and filed.

Our Resident Engineer will use the change order authorization process established with the County at the beginning of the contract and will complete an entitlement assessment for contract change orders, analyze costs and schedule impacts, recommend approval or rejection, and negotiate the approved change with the contractor. Change order authorizations are tracked in monthly reports to monitor overall construction budget authorizations and contingency balances. Potential costs will be tracked for budgeting purposes until resolution.

4b.14 FIELD INSPECTION

As the Resident Engineer for the Storm Damage Repair projects, our role is twofold – (1) to verify that construction proceeds in accordance with the County’s plans and specifications and all other pertinent project standards and (2) to conduct inspections to verify the workmanship and quality of all work conducted on site. This includes inspecting the methods, means, and techniques utilized by the contractor or any of their sub-contractors. Any deficiencies or deviations from the contract documents will be documented in writing, sent to the contractor, and brought to the County’s attention.

Our inspectors are responsible for:

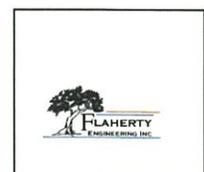
- Monitoring the contractor’s work for general conformance with the plans and specifications
- Documenting the progress of the work with daily diaries and photographs, available through Dropbox.
- Monitoring contract change order work in the field
- Confirming that the engineer’s submittal comments are incorporated into the work
- Reviewing the contractor’s as-built record drawings status
- Coordinating materials testing
- Reviewing and logging materials testing results and addressing non-conforming tests
- Preparing deficiency and punch lists.

4b.15 SURVEY

The project surveying is the responsibility of the construction contractor on these projects. Understanding the construction surveys and checking the layout as a quality assurance function will be the responsibility of the construction inspector, Tim Hamilton on a routine basis. Tim has multiple years of experience checking survey layout on very complex structures and roadways. He is capable of insuring that the surveys provided are sufficient and correct to build these projects as designed. If any issues arise Keith will be available to manage issues and resolve surveys as needed.

4b.16 TESTING

All testing will be performed in accordance with Caltrans testing procedures as outlined in Chapter 6 of the Caltrans Construction Manual and the County QA plan. These tests will be performed by Blackburn Consultants a very well established and well known testing laboratory on the Sierra





Foothills. With the support of our construction inspector, who will be scheduling the testing Blackburn will perform all necessary testing to keep the project in compliance with Federal and State requirements.

4b.17 FINAL COMPLETION AND ACCEPTANCE PROJECT CLOSE-OUT

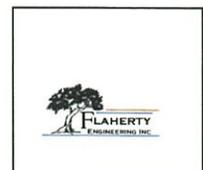
Elements leading to project completion include rectifying outstanding punch list items, approval and acceptance of final payment, and completion of project paperwork. Our tasks will include:

- Working with the contractor to verify the as-built drawings are kept up to date on a regular basis
- Making sure our as-built set of drawings reflect the same changes
- Developing a punch list of remaining items of work after the contractor's work is substantially complete
- Completed and following through with the contractor's completion of those items
- Conducting a final project review with the County, the designer, and other agencies that may be affected by the work
- Upon satisfactory completion, submittal of a formal recommendation for project acceptance
- Preparation of the proposed final payment, addressing the contractor's exceptions, and submittal of the final payment requests in the time-frame required by law.

4b.18 CLOSEOUT

A final submittal package of all field records will be submitted to the County in an organized, timely manner. Along with the records, we will prepare a project completion report, which will include:

- A summary of change orders and potential claims
- A summary of the materials tested and incorporated into the work
- Final project schedule and project expenditures
- Summary of final acceptance
- As-built drawings
- Paperwork for federal compliance and labor compliance; preparation of reimbursement invoices; and all required paperwork, reports, and submittals, as necessary.



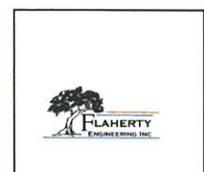


5. Federal and State Requirements

The Team assembled for the Sierra County Storm Damage Repair Projects is a team of seasoned professionals. We have worked in both the public and private sector and understand the perspective of both. Most importantly, in order to keep this project in compliance with federal and state requirements, we are all intimately familiar with State and Federal record keeping requirements. We propose to have the record match the Caltrans Construction Manual record keeping system as this would be the most familiar and comfortable for the local assistance staff at Caltrans who might be reviewing the project records.

In addition to paper records, we will keep the project records on Dropbox. This system will mimic the paper records and will be made available to County staff and if requested to County for their review.

Keith Flaherty has been in the position of Resident Engineer and Senior Resident Engineer at Caltrans, Senior Vice President at Vali Cooper and Associates and Senior Engineer at The U.S. Army Corps of Engineers. During all of these assignments, he has been responsible for managing a team of professionals and has been in responsible charge of several billion dollars of heavy Civil construction. Keith is the ideal person to ensure that the Storm Damage Repair projects are delivered in conformance with federal and state requirements.



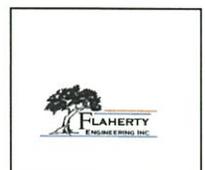


6. Supporting Information



Flaherty Engineering Inc. was founded by Keith Flaherty in 2017. Over the past several years the firm has grown in capacity and client base. We now have 5 full time employees and are working in local agencies from Oroville to Lone California. In addition, as a valued former member of Caltrans Staff, Keith has been asked to assist Caltrans in claims support for the Placerville Operational Improvements project, scheduling support for the Hwy 80-65 Interchange project and has been contracted for on call construction inspection support for Caltrans District 3 as well as claims and scheduling support for Caltrans District 1 and 3.

Mr. Flaherty is currently on Dispute Review Boards (DRB) for Caltrans projects in District 10, 1 and 2 and is the Chairman for the DRB on the diverging Diamond interchange project in Manteca Ca.





COUNTY OF SIERRA

**CM SERVICES FOR 2017 STORM DAMAGE FHWA ER PROJECTS
RIDGE ROAD SITES 1 & 3 AND MOUNTAIN HOUSE SITES 1-4**

ABOUT

Founded by Katherine Webster, Webster Engineering, Inc. (WE) is a DBE certified civil engineering consulting firm. WE provides a wide variety of services in all phases from Preconstruction through Construction on highway and bridge related projects. Construction Management services include engineering support, field inspection, contract management, project cost control, scheduling, utility relocation coordination and project closeout. Katherine’s experience stems from working for years in the construction industry building bridges, roads and buildings in California with recent experience working at the City of Placerville on federally funded projects. Her experience includes working with Caltrans Standards, federal funding programing, Local Assistance, utility coordination and Caltrans encroachment permits. Katherine’s experience working for the City of Placerville gives her greater understanding and insight of local project requirements and needs.

CONTACT

Katherine (Katy) Webster
P.O. Box 2214
Placerville, CA 95667

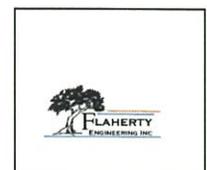
Phone: 916-521-6932
Email: katherine@websterengineering.net

SCOPE OF WORK

Webster Engineering will provide technical project support inclusive of submittal reviews and supplemental site inspection as requested for 6-project locations.

Anticipated tasks will include:

- Office engineering inclusive of RFI coordination, submittal review, CCO preparation, etc as requested/required per project location.
- As requested/needed, field inspection and daily report preparation.





Firm Profile

Blackburn Consulting formed in 1998 with a commitment to excellence. Blackburn provides geotechnical/geo-environmental consulting, materials testing, and construction inspection services. We are a certified small business with offices in Fresno, West Sacramento, and Auburn, California. Blackburn is committed to public sector projects and stays current with state and local agency requirements. This translates into efficient analysis, less review time, and practical solutions. Blackburn specializes in roadways, bridges, tanks, pipelines, water/wastewater treatment plants, landslide mitigation, levees, and dams. We have a strong reputation for quality because we take the time to do things right.

Materials Testing Qualifications

Blackburn's material testers have:

- Specialized training and education for testing procedures and techniques,
- Extensive experience in public works construction for the City of Davis,
- Training in standard practices for testing and quality assurance, and
- Experience with the City of Davis Standard Specifications, Caltrans Standard Specifications, and Local Assistance Procedures and Caltrans Construction Manuals.

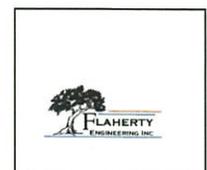
Blackburn's materials testing staff are certified by Caltrans, International Code Council (ICC), and the American Concrete Institute (ACI). Blackburn's materials testing staff provide the experience and the professionalism to navigate contractor issues and implement the construction standards and design team's vision. Blackburn recently provided materials testing for the Cannery Development, 3rd Street Streetscape Improvements Phase 1 and 2, and the 2016 Road Rehabilitation Project.

Laboratory Testing Qualifications

Our laboratory performs a wide array of tests on soil, rock, soil amendment mixtures, Hot Mix Asphalt and aggregates. In-house laboratory services allow us to maintain close control of testing and turn-around times. All laboratory data and reports are reviewed by a registered engineer for quality and accuracy. Our laboratory maintains a Quality Assurance (QA) Program approved by:

- California Department of Transportation (Caltrans)
- Cement and Concrete Reference Laboratory (CCRL)
- AASHTO Materials Reference Laboratory (AMRL)
- US Army Corp of Engineers (USACE)
- Division of the State Architect (DSA)

Our QA program requires independent assurance testing and includes procedures for technician certification, test control data, diagnostic and corrective action, performance procedures, equipment inventory, equipment calibration information, and technician training records.



Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Flaherty Engineering Inc. _____
Project No. 32LO (483) _____ Contract No. _____ Date 2-12-2020 _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
<u>(Project Manager)*</u>	_____	_____	\$ _____	\$ _____
<u>(Sr. Civil Engineer)</u>	Keith Flaherty P.E.	40	\$ 100	\$ 4,000.00
<u>(Envir. Scientist)</u>	_____	_____	\$ _____	\$ _____
<u>(Inspector)**</u>	Tim Hamilton	120	\$ 61.80	\$ 7,416.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$11,416.00
- b) Anticipated Salary Increases (see page 2 for calculation) \$ _____ 0
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 11,416.00**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 59.38 %) e) Total Fringe Benefits [(c) x (d)] \$ 6,778.82
- f) Overhead (Rate: 50.62 %) g) Overhead [(c) x (f)] \$ 5,778.78
- h) General and Administrative (Rate: _____ %) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 12,557.60**

FIXED FEE 10%k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 % **\$ 2,397.36**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1000	mi	\$.575	\$ 575.00
Subsistence	10	Da	\$120	\$1,200.00
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** **\$ 1,775.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Blackburn	\$14,733.50
Subconsultant 2: Webster Engineering	\$12,562.70
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** **\$ 27,296.20**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** **\$ 29,071.20**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 55,442.16**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation					=	\$257,871.10
Direct Labor Subtotal before Escalation					=	\$250,000.00
Estimated total of Direct Labor Salary Increase					=	\$7,871.10

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Keith Flaherty Title *: President

Date of Certification (mm/dd/yyyy): 02/12/2020

Signature : 

Email: keith@flahertyeng.com Phone Number: 916-826-3943

Address: 2761 Greenbrook Drive, Camino. Ca. 95709

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Flaherty Engineering Inc. _____
Project No. 32LO (484) _____ Contract No. _____ Date 2-12-2020 _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	Keith Flaherty P.E.	10	\$ 100	\$ 1,000.00
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)**	Tim Hamilton	30	\$ 61.80	\$ 1,854.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$2,854.00
- b) Anticipated Salary Increases (see page 2 for calculation) \$ _____ 0
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 2,854.00**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 59.38 %) e) Total Fringe Benefits [(c) x (d)] \$ 1,694.71
- f) Overhead (Rate: 50.62 %) g) Overhead [(c) x (f)] \$ 1,444.70
- h) General and Administrative (Rate: _____ %) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 3,139.40**

FIXED FEE 10%k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 % **\$ 599.34**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	450	mi	\$.575	\$ 258.75
Subsistence	5	Da	\$120	\$ 600.00
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** **\$ 858.75**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Blackburn	\$4,845.24
Subconsultant 2: Webster Engineering	\$5,710.32
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** **\$10,555.56**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$11,443.06

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 18,035.80**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant’s annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

- 3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Keith Flaherty Title *: President

Signature : _____ Date of Certification (mm/dd/yyyy): 01/30/2020

Email: keith@flahertyeng.com Phone Number: 916-826-3943

Address: _____

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Flaherty Engineering Inc. _____
Project No. 32LO (485) _____ Contract No. _____ Date 2-12-2020 _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
<u>(Project Manager)*</u>	_____	_____	\$ _____	\$ _____
<u>(Sr. Civil Engineer)</u>	Keith Flaherty P.E.	10	\$ 100	\$ 1,000.00
<u>(Envir. Scientist)</u>	_____	_____	\$ _____	\$ _____
<u>(Inspector)**</u>	Tim Hamilton	30	\$ 61.80	\$ 1,854.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$2,854.00
- b) Anticipated Salary Increases (see page 2 for calculation) \$ _____ 0
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 2,854.00**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 59.38 _____%) e) Total Fringe Benefits [(c) x (d)] \$ 1,694.71
- f) Overhead (Rate: 50.62 _____%) g) Overhead [(c) x (f)] \$ 1,444.70
- h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 3,139.40**

FIXED FEE 10%k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10_% **\$ 599.34**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	450	mi	\$.575	\$ 258.75
Subsistence	5	Da	\$120	\$ 600.00
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** **\$ 858.75**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Blackburn	\$1,443.20
Subconsultant 2: Webster Engineering	\$5,710.32
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** **\$7,153.52**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$8,041.02

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 14,663.76**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

- 3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Keith Flaherty Title *: President



Date of Certification (mm/dd/yyyy): 02/12/2020

Signature : _____

Email: keith@flahertyeng.com

Phone Number: 916-826-3943

Address: 2761 Greenbrook Drive Camino, Ca. 95709

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Flaherty Engineering Inc. _____
Project No. 32LO (486) _____ Contract No. _____ Date 2-12-2020 _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
<u>(Project Manager)*</u>	_____	_____	\$ _____	\$ _____
<u>(Sr. Civil Engineer)</u>	Keith Flaherty P.E.	10	\$ 100	\$ 1,000.00
<u>(Envir. Scientist)</u>	_____	_____	\$ _____	\$ _____
<u>(Inspector)**</u>	Tim Hamilton	30	\$ 61.80	\$ 1,854.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$2,854.00
- b) Anticipated Salary Increases (see page 2 for calculation) \$ _____ 0
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 2,854.00**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 59.38 _____%) e) Total Fringe Benefits [(c) x (d)] \$ 1,694.71
- f) Overhead (Rate: 50.62 _____%) g) Overhead [(c) x (f)] \$ 1,444.70
- h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 3,139.40**

FIXED FEE 10%k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10_% **\$ 599.34**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	450	mi	\$.575	\$ 258.75
Subsistence	5	Da	\$120	\$ 600.00
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** **\$ 858.75**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Blackburn	\$8,176.20
Subconsultant 2: Webster Engineering	\$5,710.32
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** **\$13,886.52**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$14,774.02

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 21,366.76**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

- 3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Keith Flaherty Title *: President



Date of Certification (mm/dd/yyyy): 02/12/2020

Signature : _____

Email: keith@flahertyeng.com

Phone Number: 916-826-3943

Address: 2761 Greenbrook Drive Camino, Ca. 95709

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Flaherty Engineering Inc. _____
Project No. 32LO (487) _____ Contract No. _____ Date 2-12-2020 _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	Keith Flaherty P.E.	10	\$ 100	\$ 1,000.00
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)**	Tim Hamilton	30	\$ 61.80	\$ 1,854.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$2,854.00
- b) Anticipated Salary Increases (see page 2 for calculation) \$ _____ 0
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 2,854.00**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 59.38 %) e) Total Fringe Benefits [(c) x (d)] \$ 1,694.71
- f) Overhead (Rate: 50.62 %) g) Overhead [(c) x (f)] \$ 1,444.70
- h) General and Administrative (Rate: _____ %) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 3,139.40**

FIXED FEE 10%k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 % **\$ 599.34**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	450	mi	\$.575	\$ 258.75
Subsistence	5	Da	\$120	\$ 600.00
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** **\$ 858.75**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Blackburn	\$ _____
Subconsultant 2: Webster Engineering	\$8,565.48
Subconsultant 3:	\$ _____
Subconsultant 4:	\$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** **\$8,565.48**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$9,452.98

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 16,045.72**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant’s annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000		1000	Estimated Hours Year 1
Year 2	40.0%	*	5000		2000	Estimated Hours Year 2
Year 3	15.0%	*	5000		750	Estimated Hours Year 3
Year 4	15.0%	*	5000		750	Estimated Hours Year 4
Year 5	10.0%	*	5000		500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$50.00	*	1000		\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000		\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750		\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750		\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500		\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

- 3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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Prime Consultant or Subconsultant Certifying:

Name: Keith Flaherty Title *: President



Date of Certification (mm/dd/yyyy): 02/12/2020

Signature : _____

Email: keith@flahertyeng.com

Phone Number: 916-826-3943

Address: 2761 Greenbrook Drive Camino, Ca. 95709

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Flaherty Engineering Inc. _____
Project No. 32LO (492) _____ Contract No. _____ Date 2-12-2020 _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	Keith Flaherty P.E.	70	\$ 100	\$ 7,000.00
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)**	Tim Hamilton	160	\$ 61.80	\$ 9,888.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$16,888.00
- b) Anticipated Salary Increases (see page 2 for calculation) \$ _____ 0
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 16,888.00**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 59.38 _____%) e) Total Fringe Benefits [(c) x (d)] \$ 10,028.09
- f) Overhead (Rate: 50.62 _____%) g) Overhead [(c) x (f)] \$ 8,548.71
- h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 18,576.80**

FIXED FEE 10%k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% **\$ 3,546.48**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1000	mi	\$.575	\$ 575.00
Subsistence	10	Da	\$120	\$2,400.00
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** **\$2,975.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Blackburn	\$14,733.50
Subconsultant 2: Webster Engineering	\$19,415.09
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** **\$34,148.59**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** **\$37,123.59**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 76,134.87**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation					=	\$257,871.10
Direct Labor Subtotal before Escalation					=	\$250,000.00
Estimated total of Direct Labor Salary Increase					=	\$7,871.10

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Keith Flaherty Title *: President

Date of Certification (mm/dd/yyyy): 02/12/2020

Signature : 

Email: keith@flahertyeng.com Phone Number: 916-826-3943

Address: 2761 Greenbrook Drive, Camino. Ca. 95709

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Blackburn Consulting**

Ridge Road Site 1 Fed Project 32LO (483)

Project No. _____ Contract No. _____

Date 2/12/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Project Manager	David Morrell	1.50	\$ 67.56	\$ 101.34
Field Services Manager	Bryce Moore	3.00	\$ 44.00	\$ 132.00
Materials Tester PW **	Bryce Moore	9.00	\$ 54.30	\$ 488.70
Materials Tester PW-OT **	Bryce Moore		\$ 60.60	\$ -
Materials Tester PW **	Jacob Gregory	16.00	\$ 67.35	\$ 1,077.60
Materials Tester PW-OT **	Jacob Gregory		\$ 82.53	\$ -
Materials Tester PW **	Michael Chittenden	16.00	\$ 65.54	\$ 1,048.64
Materials Tester PW-OT **	Michael Chittenden		\$ 80.56	\$ -
Materials Tester PW **	Sergio Tostado	12.50	\$ 67.82	\$ 847.75
Materials Tester PW-OT **	Sergio Tostado		\$ 76.58	\$ -

LABOR COSTS

58.00

a) Subtotal Direct Labor Costs

\$ 3,696.03

b) Anticipated Salary Increases (see page 2 for calculation)

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 3,696.03

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead & G&A (Rate: 153.78%)

g) Overhead [(c) x (f)] \$ 5,683.75

h) General & Admin (Rate: _____)

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 5,683.75

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$ 937.98

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Analysis	1.00	ea.	\$ 2,807.00	\$ 2,807.00
Mileage	1760.00	ea.	\$ 0.58	\$ 1,020.80
Concrete Cylinders	12.00	ea.	\$ 40.00	\$ 480.00
Nuclear Density Tests	6.00	ea.	\$ 18.00	\$ 108.00
Outside Laboratory Analysis		ea.	\$ -	\$ -
			\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ 4,415.80

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 4,415.80

TOTAL COST [(c) + (j) + (k) + (n)] \$ 14,733.56

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Blackburn Consulting

Project No. _____ Contract No. _____

Date 1/27/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Ridge Road Site 1 Fed Pr

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 3,696.03	58	=	\$ 63.72	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			Year Avg Hourly Rate
Year 1	\$ 63.72	+	2%	=	\$ 65.00	Year 2 Avg Hourly Rate
Year 2	\$ 65.00	+	2%	=	\$ 66.30	Year 3 Avg Hourly Rate
Year 3	\$ 66.30	+	2%	=	\$ 67.63	Year 4 Avg Hourly Rate
Year 4	\$ 67.63	+	2%	=	\$ 68.98	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	58.0	=	58.0	Estimated Hours Year 1
Year 2	0.00%	*	58.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	58.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	58.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	58.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	58.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 63.72	*	58	=	\$ 3,696.03	Estimated Hours Year 1
Year 2	\$ 65.00	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 66.30	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 67.63	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 3,696.03	
Direct Labor Subtotal before Escalation				=	\$ 3,696.03	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Wendy Supinger

Title *: Principal

Signature: _____

Date of Certification: 8/15/2019

Email: wendys@blackbumconsulting.com

Phone number: 530-887-1494

Address: Blackbum Consulting, 11521 Blocker Dr., Ste. 110, Auburn, CA 95603

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Materials Testing services for 2017 Sierra County Road Storm Damage Repair.

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Blackburn Consulting**

Ridge Road Site 2 Fed Project 32LO (492)

Project No. _____ Contract No. _____

Date 2/12/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Project Manager	David Morrell	1.50	\$ 67.56	\$ 101.34
Field Services Manager	Bryce Moore	3.00	\$ 44.00	\$ 132.00
Materials Tester PW **	Bryce Moore	9.00	\$ 54.30	\$ 488.70
Materials Tester PW-OT **	Bryce Moore		\$ 60.60	\$ -
Materials Tester PW **	Jacob Gregory	16.00	\$ 67.35	\$ 1,077.60
Materials Tester PW-OT **	Jacob Gregory		\$ 82.53	\$ -
Materials Tester PW **	Michael Chittenden	16.00	\$ 65.54	\$ 1,048.64
Materials Tester PW-OT **	Michael Chittenden		\$ 80.56	\$ -
Materials Tester PW **	Sergio Tostado	12.50	\$ 67.82	\$ 847.75
Materials Tester PW-OT **	Sergio Tostado		\$ 76.58	\$ -

LABOR COSTS

58.00

a) Subtotal Direct Labor Costs	\$ 3,696.03
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 3,696.03

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead & G&A (Rate: <u>153.78%</u>)	g) Overhead [(c) x (f)]	\$ 5,683.75
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 5,683.75

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 937.98
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I) CONSULTANTS OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Analysis	1.00	ea.	\$ 2,807.00	\$ 2,807.00
Mileage	1760.00	ea.	\$ 0.58	\$ 1,020.80
Concrete Cylinders	12.00	ea.	\$ 40.00	\$ 480.00
Nuclear Density Tests	6.00	ea.	\$ 18.00	\$ 108.00
Outside Laboratory Analysis		ea.	\$ -	\$ -
			\$ -	\$ -
			i) TOTAL OTHER DIRECT COSTS	\$ 4,415.80

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 4,415.80
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TOTAL COST [(c) + (j) + (k) + (n)]	\$ 14,733.56
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NOTES:

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- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Blackburn Consulting**

Project No. _____ Contract No. _____

Date 1/27/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Ridge Road Site 2 Fed Prc

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 3,696.03	58	=	\$ 63.72	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 63.72	+	2%	=	\$ 65.00	Year 2 Avg Hourly Rate
Year 2	\$ 65.00	+	2%	=	\$ 66.30	Year 3 Avg Hourly Rate
Year 3	\$ 66.30	+	2%	=	\$ 67.63	Year 4 Avg Hourly Rate
Year 4	\$ 67.63	+	2%	=	\$ 68.98	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	58.0	=	58.0	Estimated Hours Year 1
Year 2	0.00%	*	58.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	58.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	58.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	58.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	58.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 63.72	*	58	=	\$ 3,696.03	Estimated Hours Year 1
Year 2	\$ 65.00	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 66.30	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 67.63	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 3,696.03	
Direct Labor Subtotal before Escalation				=	\$ 3,696.03	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Wendy Supinger

Title *: Principal

Signature: _____

Date of Certification: 8/15/2019

Email: wendys@blackbumconsulting.com

Phone number: 530-887-1494

Address: Blackbum Consulting, 11521 Blocker Dr., Ste. 110, Auburn, CA 95603

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Materials Testing services for 2017 Sierra County Road Storm Damage Repair.

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Blackburn Consulting**

Mountain House Site 1 Fed Project 32LO (484)

Project No. _____ Contract No. _____ Date 2/12/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Project Manager	David Morrell	1.00	\$ 67.56	\$ 67.56
Field Services Manager	Bryce Moore	2.00	\$ 44.00	\$ 88.00
Materials T ester PW **	Bryce Moore		\$ 54.30	\$ -
Materials T ester PW-OT **	Bryce Moore		\$ 60.60	\$ -
Materials T ester PW **	Jacob Gregory	8.00	\$ 67.35	\$ 538.80
Materials T ester PW-OT **	Jacob Gregory		\$ 82.53	\$ -
Materials T ester PW **	Michael Chittenden	8.00	\$ 65.54	\$ 524.32
Materials T ester PW-OT **	Michael Chittenden		\$ 80.56	\$ -
Materials T ester PW **	Sergio Tostado		\$ 67.82	\$ -
Materials T ester PW-OT **	Sergio Tostado		\$ 76.58	\$ -

LABOR COSTS

19.00

a) Subtotal Direct Labor Costs	\$ 1,218.68
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 1,218.68

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead & G&A (Rate: <u>153.78%</u>)	g) Overhead [(c) x (f)]	\$ 1,874.09
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 1,874.09

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 309.28
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I) CONSULTANTS OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Analysis	1.00	ea.	\$ 1,026.00	\$ 1,026.00
Mileage	440.00	ea.	\$ 0.58	\$ 255.20
Concrete Cylinders	0.00	ea.	\$ 40.00	\$ -
Nuclear Density Tests	9.00	ea.	\$ 18.00	\$ 162.00
Outside Laboratory Analysis		ea.	\$ -	\$ -
			\$ -	\$ -
			j) TOTAL OTHER DIRECT COSTS	\$ 1,443.20

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 1,443.20
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TOTAL COST [(c) + (j) + (k) + (n)]	\$ 4,845.24
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NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Blackburn Consulting

Project No. _____ Contract No. _____

Date 1/27/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Mountain House Site 1 Fe

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 1,218.68	19	=	\$ 64.14	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 64.14	+	2%	=	\$ 65.42	Year 2 Avg Hourly Rate
Year 2	\$ 65.42	+	2%	=	\$ 66.73	Year 3 Avg Hourly Rate
Year 3	\$ 66.73	+	2%	=	\$ 68.07	Year 4 Avg Hourly Rate
Year 4	\$ 68.07	+	2%	=	\$ 69.43	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	19.0	=	19.0	Estimated Hours Year 1
Year 2	0.00%	*	19.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	19.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	19.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	19.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	19.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 64.14	*	19	=	\$ 1,218.68	Estimated Hours Year 1
Year 2	\$ 65.42	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 66.73	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 68.07	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 1,218.68	
Direct Labor Subtotal before Escalation				=	\$ 1,218.68	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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Prime Consultant or Subconsultant Certifying:

Name: Wendy Supinger

Title *: Principal

Signature: _____

Date of Certification: 8/15/2019

Email: wendys@blackbumconsulting.com

Phone number: 530-887-1494

Address: Blackbum Consulting, 11521 Blocker Dr., Ste. 110, Auburn, CA 95603

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Materials Testing services for 2017 Sierra County Road Storm Damage Repair.

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Blackburn Consulting**

Mountain House Site 1 Fed Project 32LO (485)

Project No. _____ Contract No. _____ Date 2/12/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Project Manager	David Morrell	1.00	\$ 67.56	\$ 67.56
Field Services Manager	Bryce Moore	2.00	\$ 44.00	\$ 88.00
Materials Tester PW **	Bryce Moore		\$ 54.30	\$ -
Materials Tester PW-OT **	Bryce Moore		\$ 60.60	\$ -
Materials Tester PW **	Jacob Gregory	8.00	\$ 67.35	\$ 538.80
Materials Tester PW-OT **	Jacob Gregory		\$ 82.53	\$ -
Materials Tester PW **	Michael Chittenden		\$ 65.54	\$ -
Materials Tester PW-OT **	Michael Chittenden		\$ 80.56	\$ -
Materials Tester PW **	Sergio Tostado	8.00	\$ 67.82	\$ 542.56
Materials Tester PW-OT **	Sergio Tostado		\$ 76.58	\$ -

LABOR COSTS

19.00

a) Subtotal Direct Labor Costs	\$ 1,236.92
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 1,236.92

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead & G&A (Rate: <u>153.78%</u>)	g) Overhead [(c) x (f)]	\$ 1,902.14
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 1,902.14

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 313.91
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I) CONSULTANTS OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Analysis	1.00	ea.	\$ 1,026.00	\$ 1,026.00
Mileage	440.00	ea.	\$ 0.58	\$ 255.20
Concrete Cylinders	0.00	ea.	\$ 40.00	\$ -
Nuclear Density Tests	9.00	ea.	\$ 18.00	\$ 162.00
Outside Laboratory Analysis		ea.	\$ -	\$ -
			\$ -	\$ -
			l) TOTAL OTHER DIRECT COSTS	\$ 1,443.20

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 1,443.20
---	--------------------

TOTAL COST [(c) + (j) + (k) + (n)]	\$ 4,896.16
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NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Blackburn Consulting**

Project No. _____ Contract No. _____

Date 1/27/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Mountain House Site 1 Fe

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 1,236.92	19	=	\$ 65.10	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 65.10	+	2%	=	\$ 66.40	Year 2 Avg Hourly Rate
Year 2	\$ 66.40	+	2%	=	\$ 67.73	Year 3 Avg Hourly Rate
Year 3	\$ 67.73	+	2%	=	\$ 69.09	Year 4 Avg Hourly Rate
Year 4	\$ 69.09	+	2%	=	\$ 70.47	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	19.0	=	19.0	Estimated Hours Year 1
Year 2	0.00%	*	19.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	19.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	19.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	19.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	19.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 65.10	*	19	=	\$ 1,236.92	Estimated Hours Year 1
Year 2	\$ 66.40	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 67.73	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 69.09	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 1,236.92	
Direct Labor Subtotal before Escalation				=	\$ 1,236.92	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
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4. Calculations for anticipated salary escalation must be provided.

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I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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2. Terms and conditions of the contract
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4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

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Prime Consultant or Subconsultant Certifying:

Name: Wendy Supinger

Title *: Principal

Signature: _____

Date of Certification: 8/15/2019

Email: wendys@blackbumconsulting.com

Phone number: 530-887-1494

Address: Blackbum Consulting, 11521 Blocker Dr., Ste. 110, Auburn, CA 95603

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Materials Testing services for 2017 Sierra County Road Storm Damage Repair.

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Blackburn Consulting**

Mountain House Site 1 Fed Project 32LO (486)

Project No. _____ Contract No. _____ Date 2/12/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Project Manager	David Morrell	1.00	\$ 67.56	\$ 67.56
Field Services Manager	Bryce Moore	2.00	\$ 44.00	\$ 88.00
Materials Tester PW **	Bryce Moore	0.00	\$ 54.30	\$ -
Materials Tester PW-OT **	Bryce Moore		\$ 60.60	\$ -
Materials Tester PW **	Jacob Gregory	16.00	\$ 67.35	\$ 1,077.60
Materials Tester PW-OT **	Jacob Gregory		\$ 82.53	\$ -
Materials Tester PW **	Michael Chittenden	16.00	\$ 65.54	\$ 1,048.64
Materials Tester PW-OT **	Michael Chittenden		\$ 80.56	\$ -
Materials Tester PW **	Sergio Tostado		\$ 67.82	\$ -
Materials Tester PW-OT **	Sergio Tostado		\$ 76.58	\$ -

LABOR COSTS

35.00

a) Subtotal Direct Labor Costs	\$ 2,281.80
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 2,281.80

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead & G&A (Rate: <u>153.78%</u>)	g) Overhead [(c) x (f)]	\$ 3,508.95
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 3,508.95

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 579.08
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I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Analysis	1.00	ea.	\$ 1,026.00	\$ 1,026.00
Mileage	880.00	ea.	\$ 0.58	\$ 510.40
Concrete Cylinders	0.00	ea.	\$ 40.00	\$ -
Nuclear Density Tests	15.00	ea.	\$ 18.00	\$ 270.00
Outside Laboratory Analysis		ea.	\$ -	\$ -
			\$ -	\$ -
			j) TOTAL OTHER DIRECT COSTS	\$ 1,806.40

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 1,806.40
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TOTAL COST [(c) + (j) + (k) + (n)]	\$ 8,176.23
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NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

CALCATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Blackburn Consulting**

Project No. _____ Contract No. _____

Date 1/28/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Mountain House Site 1 Fe

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 2,281.80	35	=	\$ 65.19	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			Year	
Year 1	\$ 65.19	+	2%	=	\$ 66.50	Year 2 Avg Hourly Rate	
Year 2	\$ 66.50	+	2%	=	\$ 67.83	Year 3 Avg Hourly Rate	
Year 3	\$ 67.83	+	2%	=	\$ 69.18	Year 4 Avg Hourly Rate	
Year 4	\$ 69.18	+	2%	=	\$ 70.57	Year 5 Avg Hourly Rate	

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	Estimated Hours
Year 1	100.00%	*	35.0	=	35.0	Year 1
Year 2	0.00%	*	35.0	=	0.0	Year 2
Year 3	0.00%	*	35.0	=	0.0	Year 3
Year 4	0.00%	*	35.0	=	0.0	Year 4
Year 5	0.00%	*	35.0	=	0.0	Year 5
Total	100%		Total	=	35.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	Estimated Hours
Year 1	\$ 65.19	*	35	=	\$ 2,281.80	Year 1
Year 2	\$ 66.50	*	0	=	\$ -	Year 2
Year 3	\$ 67.83	*	0	=	\$ -	Year 3
Year 4	\$ 69.18	*	0	=	\$ -	Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Year 5
Total Direct Labor Cost with Escalation				=	\$ 2,281.80	
Direct Labor Subtotal before Escalation				=	\$ 2,281.80	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Wendy Supinger

Title *: Principal

Signature: _____

Date of Certification: 8/15/2019

Email: wendys@blackbumconsulting.com

Phone number: 530-887-1494

Address: Blackbum Consulting, 11521 Blocker Dr., Ste. 110, Auburn, CA 95603

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Materials Testing services for 2017 Sierra County Road Storm Damage Repair.

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Webster Engineering, Inc.

Project No. 32LO (484) Contract No. Mountian House Location 1

Date: 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Office Engineer/Inspector*	Katherine Webster	40	\$ 61.80	\$ 2,472.00
Office Engineer	TBD	0	\$ 40.00	\$ -
Field Inspector*	TBD	0	\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 2,472.00
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 2,472.00

INDIRECT COSTS

d) Fringe Benefits Rate:	<u>59.38%</u>	e) Total Fringe Benefits [(c)x(d)]	\$ 1,467.87
f) Overhead Rate:	<u>50.62%</u>	g) Overhead [(c)x(f)]	\$ 1,251.33
h) General and Administrative Rate:	<u>0.00%</u>	i) Gen & Admin [(c)x(h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]	\$ 2,719.20

FIXED FEE

q) Rate:	<u>10.00%</u>	k) TOTAL FIXED FEE {[(c)+(j)] x q}	\$ 519.12
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	TBD	miles	\$ 0.575	TBD
DIR Subsistence	TBD	days	\$ 120.00	TBD
Equipment Rental and Supplies	n/a		\$ -	\$ -
Permit Fees	n/a		\$ -	\$ -
Plan Sheets	n/a		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	n/a	\$ -
Subconsultant 1:		\$ -
Subconsultant 3:		\$ -
Subconsultant 4:		\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ -

TOTAL COST [(c)+(j)+(k)+(n)]	\$ 5,710.32
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NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Webster Engineering, Inc. Contract No.: Mountian House Location 1 Date: 2/11/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate
\$2,472.00	40	=	61.8

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$61.80	+	3%	=	\$63.65	Year 2 Avg Hourly Rate
Year 2	\$63.65	+	3%	=	\$65.56	Year 3 Avg Hourly Rate
Year 3	\$65.56	+	3%	=	\$67.53	Year 4 Avg Hourly Rate
Year 4	\$67.53	+	3%	=	\$69.56	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Proposal		Total Hours per Year	
Year 1	100.0%	*	40	=	40	Estimated Hours Year 1
Year 2	0.0%	*	40	=	0	Estimated Hours Year 2
Year 3	0.0%	*	40	=	0	Estimated Hours Year 3
Year 4	0.0%	*	40	=	0	Estimated Hours Year 4
Year 5	0.0%	*	40	=	0	Estimated Hours Year 5
Total	100%		Total	=	40	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$61.80	*	40	=	\$2,472.00	Estimated Hours Year 1
Year 2	\$63.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.56	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.53	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.56	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$2,472.00	
	Direct Labor Subtotal before Escalation			=	\$2,472.00	
	<i>Estimated total of Direct Labor Salary</i>			=		<i>Transfer to Page 1</i>
			Increase	=	\$0.00	

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved

Prime Consultant or Subconsultant Certifying:

Name: Katherine Webster

Title: President

Signature: 

Date of Certification (mm/dd/yyyy): 2/11/2020

Email: katherine@websterengineering.net

Phone Number: 916-521-6932

Address: P.O. Box 2214, Placerville, CA 95667

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Office engineering and as-needed site inspection

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Webster Engineering, Inc.

Project No. 32LO (485) Contract No. Mountian House Location 2

Date: 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Office Engineer/Inspector*	Katherine Webster	40	\$ 61.80	\$ 2,472.00
Office Engineer	TBD	0	\$ 40.00	\$ -
Field Inspector*	TBD	0	\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 2,472.00
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 2,472.00

INDIRECT COSTS

d) Fringe Benefits Rate:	<u>59.38%</u>	e) Total Fringe Benefits [(c)x(d)]	\$ 1,467.87
f) Overhead Rate:	<u>50.62%</u>	g) Overhead [(c)x(f)]	\$ 1,251.33
h) General and Administrative Rate:	<u>0.00%</u>	i) Gen & Admin [(c)x(h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]	\$ 2,719.20

FIXED FEE

q) Rate:	<u>10.00%</u>	k) TOTAL FIXED FEE {[(c)+(j)] x q}	\$ 519.12
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	TBD	miles	\$ 0.575	TBD
DIR Subsistence	TBD	days	\$ 120.00	TBD
Equipment Rental and Supplies	n/a		\$ -	\$ -
Permit Fees	n/a		\$ -	\$ -
Plan Sheets	n/a		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	n/a	\$ -
Subconsultant 1:		\$ -
Subconsultant 3:		\$ -
Subconsultant 4:		\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ -

TOTAL COST [(c)+(j)+(k)+(n)]	\$ 5,710.32
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NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Webster Engineering, Inc. Contract No.: Mountian House Location 2 Date: 2/11/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate
\$2,472.00	40	=	61.8

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$61.80	+	3%	=	\$63.65	Year 2 Avg Hourly Rate
Year 2	\$63.65	+	3%	=	\$65.56	Year 3 Avg Hourly Rate
Year 3	\$65.56	+	3%	=	\$67.53	Year 4 Avg Hourly Rate
Year 4	\$67.53	+	3%	=	\$69.56	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Proposal		Total Hours per Year	
Year 1	100.0%	*	40	=	40	Estimated Hours Year 1
Year 2	0.0%	*	40	=	0	Estimated Hours Year 2
Year 3	0.0%	*	40	=	0	Estimated Hours Year 3
Year 4	0.0%	*	40	=	0	Estimated Hours Year 4
Year 5	0.0%	*	40	=	0	Estimated Hours Year 5
Total	100%		Total	=	40	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$61.80	*	40	=	\$2,472.00	Estimated Hours Year 1
Year 2	\$63.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.56	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.53	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.56	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$2,472.00	
	Direct Labor Subtotal before Escalation			=	\$2,472.00	
	<i>Estimated total of Direct Labor Salary Increase</i>			=	\$0.00	<i>Transfer to Page 1</i>

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved

Prime Consultant or Subconsultant Certifying:

Name:	Katherine Webster	Title:	President
Signature:		Date of Certification (mm/dd/yyyy):	2/11/2020
Email:	katherine@websterengineering.net	Phone Number:	916-521-6932

Address: P.O. Box 2214, Placerville, CA 95667

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:
Office engineering and as-needed site inspection

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Webster Engineering, Inc.

Project No. 32LO (486) Contract No. Mountian House Location 3

Date: 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Office Engineer/Inspector*	Katherine Webster	40	\$ 61.80	\$ 2,472.00
Office Engineer	TBD	0	\$ 40.00	\$ -
Field Inspector*	TBD	0	\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 2,472.00
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 2,472.00

INDIRECT COSTS

d) Fringe Benefits Rate:	<u>59.38%</u>	e) Total Fringe Benefits [(c)x(d)]	\$ 1,467.87
f) Overhead Rate:	<u>50.62%</u>	g) Overhead [(c)x(f)]	\$ 1,251.33
h) General and Administrative Rate:	<u>0.00%</u>	i) Gen & Admin [(c)x(h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]	\$ 2,719.20

FIXED FEE

q) Rate:	<u>10.00%</u>	k) TOTAL FIXED FEE {[(c)+(j)] x q}	\$ 519.12
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	TBD	miles	\$ 0.575	TBD
DIR Subsistence	TBD	days	\$ 120.00	TBD
Equipment Rental and Supplies	n/a		\$ -	\$ -
Permit Fees	n/a		\$ -	\$ -
Plan Sheets	n/a		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	n/a	\$ -
Subconsultant 1:		\$ -
Subconsultant 3:		\$ -
Subconsultant 4:		\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ -

TOTAL COST [(c)+(j)+(k)+(n)]	\$ 5,710.32
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NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Webster Engineering, Inc. Contract No.: Mountian House Location 3 Date: 2/11/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate
\$2,472.00	40	=	61.8

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$61.80	+	3%	=	\$63.65	Year 2 Avg Hourly Rate
Year 2	\$63.65	+	3%	=	\$65.56	Year 3 Avg Hourly Rate
Year 3	\$65.56	+	3%	=	\$67.53	Year 4 Avg Hourly Rate
Year 4	\$67.53	+	3%	=	\$69.56	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Proposal		Total Hours per Year	
Year 1	100.0%	*	40	=	40	Estimated Hours Year 1
Year 2	0.0%	*	40	=	0	Estimated Hours Year 2
Year 3	0.0%	*	40	=	0	Estimated Hours Year 3
Year 4	0.0%	*	40	=	0	Estimated Hours Year 4
Year 5	0.0%	*	40	=	0	Estimated Hours Year 5
Total	100%		Total	=	40	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$61.80	*	40	=	\$2,472.00	Estimated Hours Year 1
Year 2	\$63.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.56	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.53	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.56	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$2,472.00	
	Direct Labor Subtotal before Escalation			=	\$2,472.00	
	<i>Estimated total of Direct Labor Salary</i>			=		<i>Transfer to Page 1</i>
			Increase	=	\$0.00	

- NOTES:
- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
 - An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
 - This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved

Prime Consultant or Subconsultant Certifying:

Name: Katherine Webster

Title: President

Signature: 

Date of Certification (mm/dd/yyyy): 2/11/2020

Email: katherine@websterengineering.net

Phone Number: 916-521-6932

Address: P.O. Box 2214, Placerville, CA 95667

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Office engineering and as-needed site inspection

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Webster Engineering, Inc.

Project No. 32LO (487) Contract No. Mountian House Location 4

Date: 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Office Engineer/Inspector*	Katherine Webster	60	\$ 61.80	\$ 3,708.00
Office Engineer	TBD	0	\$ 40.00	\$ -
Field Inspector*	TBD	0	\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 3,708.00
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 3,708.00

INDIRECT COSTS

d) Fringe Benefits Rate:	<u>59.38%</u>	e) Total Fringe Benefits [(c)x(d)]	\$ 2,201.81
f) Overhead Rate:	<u>50.62%</u>	g) Overhead [(c)x(f)]	\$ 1,876.99
h) General and Administrative Rate:	<u>0.00%</u>	i) Gen & Admin [(c)x(h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]	\$ 4,078.80

FIXED FEE

q) Rate:	<u>10.00%</u>	k) TOTAL FIXED FEE {[(c)+(j)] x q}	\$ 778.68
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	TBD	miles	\$ 0.575	TBD
DIR Subsistence	TBD	days	\$ 120.00	TBD
Equipment Rental and Supplies	n/a		\$ -	\$ -
Permit Fees	n/a		\$ -	\$ -
Plan Sheets	n/a		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	n/a	\$ -
Subconsultant 1:		\$ -
Subconsultant 3:		\$ -
Subconsultant 4:		\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ -

TOTAL COST [(c)+(j)+(k)+(n)]	\$ 8,565.48
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NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Webster Engineering, Inc. Contract No.: Mountian House Location 4 Date: 2/11/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate
\$3,708.00	60	=	61.8

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$61.80	+	3%	=	\$63.65	Year 2 Avg Hourly Rate
Year 2	\$63.65	+	3%	=	\$65.56	Year 3 Avg Hourly Rate
Year 3	\$65.56	+	3%	=	\$67.53	Year 4 Avg Hourly Rate
Year 4	\$67.53	+	3%	=	\$69.56	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Proposal		Total Hours per Year	
Year 1	100.0%	*	60	=	60	Estimated Hours Year 1
Year 2	0.0%	*	60	=	0	Estimated Hours Year 2
Year 3	0.0%	*	60	=	0	Estimated Hours Year 3
Year 4	0.0%	*	60	=	0	Estimated Hours Year 4
Year 5	0.0%	*	60	=	0	Estimated Hours Year 5
Total	100%		Total	=	60	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$61.80	*	60	=	\$3,708.00	Estimated Hours Year 1
Year 2	\$63.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.56	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.53	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.56	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$3,708.00	
	Direct Labor Subtotal before Escalation			=	\$3,708.00	
	<i>Estimated total of Direct Labor Salary</i>			=		<i>Transfer to Page 1</i>
			Increase	=	\$0.00	

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved

Prime Consultant or Subconsultant Certifying:

Name:	Katherine Webster	Title:	President
Signature:		Date of Certification (mm/dd/yyyy):	2/11/2020
Email:	katherine@websterengineering.net	Phone Number:	916-521-6932
Address: P.O. Box 2214, Placerville, CA 95667			

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:
Office engineering and as-needed site inspection

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Webster Engineering, Inc.

Project No. 32LO (483) Contract No. Ridge Road Location 1

Date: 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Office Engineer/Inspector*	Katherine Webster	88	\$ 61.80	\$ 5,438.40
Office Engineer	TBD	0	\$ 40.00	\$ -
Field Inspector*	TBD	0	\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 5,438.40
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 5,438.40

INDIRECT COSTS

d) Fringe Benefits Rate:	<u>59.38%</u>	e) Total Fringe Benefits [(c)x(d)]	\$ 3,229.32
f) Overhead Rate:	<u>50.62%</u>	g) Overhead [(c)x(f)]	\$ 2,752.92
h) General and Administrative Rate:	<u>0.00%</u>	i) Gen & Admin [(c)x(h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]	\$ 5,982.24

FIXED FEE

q) Rate:	<u>10.00%</u>	k) TOTAL FIXED FEE {[(c)+(j)] x q}	\$ 1,142.06
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	TBD	miles	\$ 0.575	TBD
DIR Subsistence	TBD	days	\$ 120.00	TBD
Equipment Rental and Supplies	n/a		\$ -	\$ -
Permit Fees	n/a		\$ -	\$ -
Plan Sheets	n/a		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	n/a	\$ -
Subconsultant 1:		\$ -
Subconsultant 3:		\$ -
Subconsultant 4:		\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ -

TOTAL COST [(c)+(j)+(k)+(n)]	\$ 12,562.70
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NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL

Page 2 of 3

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Webster Engineering, Inc. Contract No.: Ridge Road Location 1 Date: 2/11/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate
\$5,438.40	88	=	61.8

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$61.80	+	3%	=	\$63.65	Year 2 Avg Hourly Rate
Year 2	\$63.65	+	3%	=	\$65.56	Year 3 Avg Hourly Rate
Year 3	\$65.56	+	3%	=	\$67.53	Year 4 Avg Hourly Rate
Year 4	\$67.53	+	3%	=	\$69.56	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Proposal		Total Hours per Year	
Year 1	100.0%	*	88	=	88	Estimated Hours Year 1
Year 2	0.0%	*	88	=	0	Estimated Hours Year 2
Year 3	0.0%	*	88	=	0	Estimated Hours Year 3
Year 4	0.0%	*	88	=	0	Estimated Hours Year 4
Year 5	0.0%	*	88	=	0	Estimated Hours Year 5
Total	100%		Total	=	88	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$61.80	*	88	=	\$5,438.40	Estimated Hours Year 1
Year 2	\$63.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.56	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.53	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.56	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$5,438.40	
			Direct Labor Subtotal before Escalation	=	\$5,438.40	
			Estimated total of Direct Labor Salary Increase	=	\$0.00	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or

Prime Consultant or Subconsultant Certifying:

Name:	Katherine Webster	Title:	President
Signature:		Date of Certification (mm/dd/yyyy):	2/11/2020
Email:	katherine@websterengineering.net	Phone Number:	916-521-6932
Address: P.O. Box 2214, Placerville, CA 95667			

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:
Office engineering and as-needed site inspection

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Webster Engineering, Inc.

Project No. 32LO (492) Contract No. Ridge Road Location 2

Date: 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Office Engineer/Inspector*	Katherine Webster	136	\$ 61.80	\$ 8,404.80
Office Engineer	TBD	0	\$ 40.00	\$ -
Field Inspector*	TBD	0	\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 8,404.80
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 8,404.80

INDIRECT COSTS

d) Fringe Benefits Rate:	<u>59.38%</u>	e) Total Fringe Benefits [(c)x(d)]	\$ 4,990.77
f) Overhead Rate:	<u>50.62%</u>	g) Overhead [(c)x(f)]	\$ 4,254.51
h) General and Administrative Rate:	<u>0.00%</u>	i) Gen & Admin [(c)x(h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]	\$ 9,245.28

FIXED FEE

q) Rate:	<u>10.00%</u>	k) TOTAL FIXED FEE {[(c)+(j)] x q}	\$ 1,765.01
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	TBD	miles	\$ 0.575	TBD
DIR Subsistence	TBD	days	\$ 120.00	TBD
Equipment Rental and Supplies	n/a		\$ -	\$ -
Permit Fees	n/a		\$ -	\$ -
Plan Sheets	n/a		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	n/a	\$ -
Subconsultant 1:		\$ -
Subconsultant 3:		\$ -
Subconsultant 4:		\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ -

TOTAL COST [(c)+(j)+(k)+(n)]	\$ 19,415.09
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NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Webster Engineering, Inc. Contract No.: Ridge Road Location 2 Date: 2/11/2020

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate
\$8,404.80	136	=	61.8

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$61.80	+	3%	=	\$63.65	Year 2 Avg Hourly Rate
Year 2	\$63.65	+	3%	=	\$65.56	Year 3 Avg Hourly Rate
Year 3	\$65.56	+	3%	=	\$67.53	Year 4 Avg Hourly Rate
Year 4	\$67.53	+	3%	=	\$69.56	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Proposal		Total Hours per Year	
Year 1	100.0%	*	136	=	136	Estimated Hours Year 1
Year 2	0.0%	*	136	=	0	Estimated Hours Year 2
Year 3	0.0%	*	136	=	0	Estimated Hours Year 3
Year 4	0.0%	*	136	=	0	Estimated Hours Year 4
Year 5	0.0%	*	136	=	0	Estimated Hours Year 5
Total	100%		Total	=	136	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$61.80	*	136	=	\$8,404.80	Estimated Hours Year 1
Year 2	\$63.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.56	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.53	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.56	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$8,404.80	
			Direct Labor Subtotal before Escalation	=	\$8,404.80	
			<i>Estimated total of Direct Labor Salary</i>	=		<i>Transfer to Page 1</i>
			Increase		\$0.00	

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H1 COST PROPOSAL**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved

Prime Consultant or Subconsultant Certifying:

Name:	Katherine Webster	Title:	President
Signature:		Date of Certification (mm/dd/yyyy):	2/11/2020
Email:	katherine@websterengineering.net	Phone Number:	916-521-6932

Address: P.O. Box 2214, Placerville, CA 95667

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Office engineering and as-needed site inspection

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
DEPARTMENT: Public Works and Transportation	
APPROVING PARTY: Tim H. Beals, Director	
PHONE NUMBER: 530-289-3201	

AGENDA ITEM: Discussion and direction to staff regarding the issue of seasonal road closures for certain county highways due to rescue calls and also significant road damage that occurs because of the increasing volume of traffic.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: During the past decade the CHP, Department of Fish and Wildlife, Washoe County Sheriff's Office and the Sierra County Sheriff's Office have requested consideration for closure of certain roads due to an inordinate number of calls/rescues. This subject was last on the Board Agenda in February of 2017 and direction to prepare an ordinance for Henness Pass/Dog Valley Road was given, however there are other roads that need to be included in the the discussion/consideration.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Planning Department
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Agreement for Professional Services between DUDEK and the County of Sierra for additional Environmental Consulting Services for the Sierra Hot Springs Masterplan Project.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: After completing draft environmental analysis pursuant to the California Environmental Quality Act (CEQA) for the Sierra Hot Springs Masterplan Project (Sierra County Planning Department file no. 1615; ref. Agreement no. 2015-99, as amended), based on comments received on the draft Mitigated Negative Declaration and in consultation with the applicant, the Planning Director has determined to expand the scope of environmental review to a full Environmental Impact Report. A new scope of work and revised budget to complete this additional analysis has been prepared by the County's current CEQA consultant, Dudek, in the amount of \$173,835.00. The full cost of this service agreement will be borne by the applicant.

FUNDING SOURCE: Applicant
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$173,835.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <p><input type="checkbox"/>Approved <input type="checkbox"/>Approved as amended <input type="checkbox"/>Adopted <input type="checkbox"/>Adopted as amended <input type="checkbox"/>Denied <input type="checkbox"/>Other <input type="checkbox"/>No Action Taken</p>	<p><input type="checkbox"/>Set public hearing For: _____</p> <p><input type="checkbox"/>Direction to: _____</p> <p><input type="checkbox"/>Referred to: _____</p> <p><input type="checkbox"/>Continued to: _____</p> <p><input type="checkbox"/>Authorization given to: _____</p>	<p>Resolution 2020- _____</p> <p>Agreement 2020- _____</p> <p>Ordinance _____</p> <p>Vote:</p> <p>Ayes:</p> <p>Noes:</p> <p>Abstain:</p> <p>Absent:</p> <p><input type="checkbox"/>By Consensus</p>
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COMMENTS:

CLERK TO THE BOARD

DATE

**AGREEMENT FOR
PROFESSIONAL
SERVICES –
Sierra Hot Springs Master Plan
Environmental Impact Report Preparation**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

**Dudek
"CONTRACTOR"**

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: February 18, 2020

Termination Date: December 31, 2021

The CONTRACTOR is advised that any recommendation for contract award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Tim H. Beals is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Frank Dudek is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Nonlobbying Certification For Federal-Aid Contracts
- Attachment F - Debarment and Suspension Certification
- Attachment G - Non Discrimination Clause
- Attachment H -Contractor’s Proposal
- Attachment I -Contractors Cost Proposal

9. AGREEMENT DATE. The effective date of this Agreement is February 18, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By _____
JAMES BEARD
Chairman, Board of Supervisors

JOE MONACO, PRESIDENT
DUDEK

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID A. PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

Provision of all labor and materials as necessary to prepare an Environmental Impact Report (EIR) for the Sierra Hot Springs Masterplan Project including, but not limited to: Notice of Preparation Process/Public Scoping; EIR Project Description and Document Review; Technical Studies and Analysis; Administrative Draft EIR; Preparation of 2nd Administrative Draft EIR and Screencheck EIR; Public Draft EIR; Final EIR and Findings; and Project Management/Progress Meetings in accordance with Project Proposal/Scope of Work Details dated February 7, 2020 and attached hereto and incorporated herein as Attachment A-1.

A.2. TIME SERVICES RENDERED.

Commencement: Upon issuance of Notice to Proceed by COUNTY Planning Director, or authorized representative.

Termination: Upon acceptance by County of services rendered, or termination of this contract pursuant to Section D.13 of the General Conditions.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

NONE

I SCOPE OF WORK

The table below provides Dudek’s scope of work and cost estimate for preparing an Environmental Impact Report (EIR) for the Sierra Hot Springs Masterplan Project and summarizes the major tasks and key deliverables that would be prepared under each task. A cost estimate is provided in Table 2. Optional tasks are identified and are offered to respond to concerns identified in comments received on the IS/MND and for consideration as the scope of the EIR is further refined. It is assumed that the study area for the EIR will be unchanged from that assumed for the IS/MND previously prepared for the project. The budget and work program assumes some efficiencies would result from work already conducted in preparing the IS/MND, though anticipated changes to the proposed project and the higher level of review generally expected in an EIR would require some changes in the technical analyses for several resource topics. Based on the analysis conducted for the IS/MND and public comments received on that document, Dudek recommends that the following topics be addressed in the IS that would accompany the Notice of Preparation and excluded from further analysis in the EIR: Agriculture/Forestry, Geology and Soils (except for the discussion of wastewater disposal capability), Mineral Resources, and Recreation. Analysis of other topics would be approached as described in the scope of work below. Note that this scope of work allows for preparation of a Draft EIR for public circulation and assumes a limited number of comments would be received and that moderate edits to the Draft EIR would be required to prepare the Final EIR. If a large number of comments are received or substantial revisions to the Draft EIR are required, it may be necessary to negotiate a contract amendment to reflect the anticipated level of effort required to address comments and edits.

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
Task 1: Notice of Preparation Process/Public Scoping		
Notice of Preparation	Dudek will prepare a Notice of Preparation (NOP) within 2 weeks of receiving a notice to proceed from Sierra County. It is assumed that the previously prepared IS/MND can be utilized with minor modifications as an attachment to the NOP to “focus out” those topics that will not be addressed in the EIR. The NOP will include a brief project description and anticipated scope of the EIR. The project description and figures will be revised as necessary to reflect any changes in the proposed project that have occurred since preparing the IS/MND. It is assumed that a single submittal of revised project information will be provided by the County/Applicant.	<ul style="list-style-type: none"> • Electronic PDF of the Draft NOP • 1 hard copy of Draft NOP (if desired)
Project Scoping	It is assumed that the County will hold at least one public scoping meeting to present the proposed project and the anticipated scope of the EIR and obtain public input on the scope of the EIR. Dudek’s Project Manager will attend the scoping	<ul style="list-style-type: none"> • Scoping comment summary

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	<p>meeting and will be available to respond to questions and to take notes on comments received. If necessary, Dudek’s Planning Analyst will also attend the meeting to ensure a detailed record of comments received. Dudek will review comments from the scoping meeting and comments received on the NOP to identify issues of concern that should be addressed in the EIR, Dudek will prepare a summary of scoping comments and submit it to the County. It is assumed that Dudek and the County will consider the comments and any changes to the scope of the EIR and the associated contract as part of this task.</p>	
<p>Site Visit and Request for Information</p>	<p>If necessary, Dudek’s Project Manager will visit the site and project area to observe existing environmental conditions within the context of comments received and any changes in the project description made since the IS/MND was prepared. Staff will take photos to obtain context for preparing the EIR and to use in evaluating impacts to visual resources.</p> <p>Dudek will provide the County with a list of information needed to prepare the EIR. This could include technical information from the applicant, input from County specialists, policy interpretation, or other information to support the analysis in the EIR.</p>	<ul style="list-style-type: none"> • Site Visit • Photos • Request for Information
<p>Task 2: EIR Project Description and Document Review</p>	<p>Dudek will submit a draft project description to the County and revise it based on County and applicant comments. Dudek will also review background materials pertinent to the project and any policies or standards to be cited in the EIR. It is assumed that only minor modifications will be required to the project description prepared for the previous IS/MND and that a full re-write of the previous project description will not be required.</p>	<ul style="list-style-type: none"> • Administrative Draft Project Description (electronic format) • Draft Project Description (working)
<p>Task 3: Technical Studies and Analysis</p>	<p>Dudek will incorporate technical studies previously prepared for the IS/MND to the extent that they reflect the project as currently proposed and support the analysis in the EIR.</p>	
<p>Visual Simulation</p>	<p>Dudek will create up to 3 photographic simulations for the proposed Sierra Hot Springs project. The 3D simulations will use existing site photographs as backgrounds with true scale 3D models for the proposed facilities rendered onto the background photographs. These simulations will show the</p>	<ul style="list-style-type: none"> • up to 3 photographic simulations • 3D building mass models (up to 5 plus the

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	<p>proposed project at completion. Landscaping will be shown at an estimated 10 year growth. Dudek will match the plants shape and color. Exact photo locations / simulation viewpoints will be determined during a field review with County staff.</p> <p>It is assumed that the applicants architect will provide 3D models for the proposed residential and common area buildings. The file format shall be compatible with 3Ds Max software. This model shall include texture maps for all exterior surfaces. If texture maps are not available, the applicant shall provide a digital color board for all exterior finishes. If 3D models are not available Dudek can provide the cost to create the 3D building models.</p> <p>AutoCAD drawings shall be submitted to Dudek for the proposed project. These drawings shall include proposed site plan, existing topography, proposed grading plan, and landscape plan. If 3D models are not available for the proposed buildings, AutoCAD drawings shall be provided for the following: Architectural floor plans, roof plan, and elevations.</p>	<p>campground) for use in simulations</p>
Air Quality / Greenhouse Gas Emissions Modeling	<p>Dudek will model the air pollutant emissions, including greenhouse gases, associated with construction and operation of the proposed project. Modeling will be conducted using the California Emissions Estimation Model (CalEEMod) land use and air emissions model. Local and regional climate, meteorology and topography as they affect the accumulation or dispersal of air pollutants will be presented in the air quality section of the EIR. Current air quality conditions and recent trends in the Mountain Counties Air Basin (MCAB) and project area will be described on the basis of California Air Resources Board (CARB) and U.S. Environmental Protection Agency (EPA) annual air quality monitoring data summaries. Federal, state, and local regulatory agencies responsible for air quality management will be identified, and applicable federal, state, and local air quality policies, regulations, and standards will be summarized. Details of the analysis (e.g., daily emission calculations) will be included in an appendix to the EIR.</p>	<ul style="list-style-type: none"> • air quality modeling to be submitted with the Administrative Draft EIR (ADEIR)
Biological Resources Studies:	<p><i>Sierra Nevada Yellow-legged Frog Habitat Assessment:</i> The Sierra Nevada yellow-legged frog (SNYLF, <i>Rana sierrae</i>) is a state Threatened</p>	<ul style="list-style-type: none"> • Sierra Nevada Yellow-legged Frog Habitat Assessment Report

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
<ul style="list-style-type: none"> Sierra Nevada Yellow-legged Frog Habitat Assessment 	<p>and federally Endangered species that is known to use aquatic, riparian, and upland habitat within several miles of the project site. Two procedures are typically required to assess the likelihood of SNYLF to occur in the project area: (1) an assessment of SNYLF locality records and potential SNYLF habitat in and around the project area and, (2) focused field surveys of potential habitat to determine whether SNYLF are likely to be present within the project area. However, there are no accepted survey protocols for this species at this time. Dudek proposes to perform a step 1 habitat assessment for SNYLF to determine if SNYLF habitat occurs on the project site. It is assumed that report prepared to summarize results will be provided to the regulatory agencies for review and to determine if more intensive follow-up surveys for this species are recommended. Protocol-level, or focused field surveys are not included in Dudek’s scope of work and, if required, would be a follow-on to the work described below.</p> <p>The habitat assessment will include the following information:</p> <ol style="list-style-type: none"> Copies of the data sheets completed by the surveyors; Copies of field notes and all other supporting documentation including: <ol style="list-style-type: none"> A list of all known SNYLF localities within 1.6 kilometers (1 mile) of the study area; Photographs of the project site (photopoints shall be indicated on an accompanying map); A map of the site showing all of the habitat types and other important features as well as the location of any species detected during the site assessment within 1.6 kilometers (1 mile) of the project site boundaries. Maps shall be either copies of those portions of the U.S. Geological Service 7.5-minute quadrangle map(s) or geographic information system (GIS) data; A description of the project and/or land use that is being proposed at the site. <p>If directed by the County, Dudek will provide the site assessment report to CDFW and the U.S. Fish and Wildlife Service (Service) for review. Based on the information provided in the site</p>	<ul style="list-style-type: none"> Digital copy of each technical report

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	<p>assessment report, it is anticipated that CDFW and the Service will provide guidance on whether additional field surveys are required. Any additional field surveys for SNYLF deemed to be necessary would be carried out under a separate scope of work and contract amendment that would be determined after consultation with the agencies.</p>	
<p>Biological Resources Assessment Memo Update</p>	<p>Dudek will prepare a memo to update and supplement the existing biological studies, which include the study by EcoSynthesis and Dudek’s 2016 addendum to that study. The update memo will be prepared for the proposed 65-acre study area and will focus on verifying that findings of previous reports reflect current conditions in the study area and will also address concerns expressed by the public about potential impacts to special-status species of birds known to use Sierra Valley. The following items identified by Dudek’s review will be addressed by our supplemental report:</p> <ul style="list-style-type: none"> • Summarize the current project description of the proposed project; • Clearly define the Study Area (anticipated disturbance area) and why that portion of the property is being studied; • Update information from agency databases (USFWS, CNPS, and CDFW); • Update species tables in existing reports to include the status of all species in the table, a determination regarding the potential for these species to occur within the Study Area, and expand on the habitat requirements and other relevant information that applies to these species, such as breeding season or blooming period, etc; • Include a discussion of available habitat and potential use of the site by native birds protected by the MBTA and other special-status wildlife, including shorebirds and Sandhill Crane, as applicable; • Update recommendations to summarize mitigation measures and follow-up surveys that should be carried out prior 	<ul style="list-style-type: none"> •

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	to the initiation of development of the site.	
Cultural Resources	NA	<ul style="list-style-type: none"> • NA
Hydrology and Water Quality – Surface applicant to provide	It is assumed that the applicant will provide a drainage analysis of the project’s potential impacts to hydrology, water quality, and water supply in the project vicinity for review and approval by Sierra County staff. The analysis will be based on current site plans, including the grading and drainage plan and will include a discussion of proposed compliance with NPDES Phase II requirements, including the adequacy of the applicant’s storm water quality templates. It is assumed that the drainage analysis will identify applicable Sierra County code and required stormwater management measures as necessary.	<ul style="list-style-type: none"> • NA – to be provided by the project applicant.
Wastewater Disposal Feasibility Analysis applicant to provide	The applicant submitted various analyses of the feasibility of the proposed onsite wastewater disposal, including responding to a peer review conducted by Holdrege & Kull. Sierra County Environmental Health Department also provided an opinion of feasibility of the proposed disposal system which was generally favorable, though some questions remained in regards to disposing of graywater during winter months. It is assumed that no further technical analysis will be necessary and that the Applicant will provide a single, consolidated report summarizing the proposed means of wastewater disposal, including winter graywater disposal and details on the proposed campground wastewater disposal, and that County Environmental Health would review and provide a memo approving the approach. If the County determines that it is necessary, a technical specialist may be required at additional cost to review the feasibility of the wastewater disposal approach proposed for the project.	<ul style="list-style-type: none"> • NA - No further analysis required. Consolidated report from applicant and approval from County Environmental Health will support EIR.
Noise Impacts Analysis optional	Noise and Vibration Dudek will conduct a technical noise and vibration assessment for the proposed Project for incorporation into the EIR Noise section. The Noise section of the EIR will present pertinent background information on the existing noise environment, surrounding land uses and the proposed Project. The existing environment will be characterized through an ambient noise level survey performed by Dudek.	<ul style="list-style-type: none"> • Noise Impact Analysis to be submitted prior to or concurrently with the ADEIR

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	<p>Definitions of acoustical terminology used in describing the noise environment will be provided to aid the reader’s understanding of the Noise section. The section will also identify and explain applicable noise exposure standards at the local (Sierra County General Plan), State and Federal levels. Potential temporary and permanent noise impacts associated with the proposed Project at nearby sensitive receptors will be predicted and evaluated against the applicable thresholds.</p> <p>Dudek will develop and execute a sound level monitoring program to quantify the existing ambient acoustical conditions in the Project vicinity. The existing ambient sound monitoring program is anticipated to include noise level measurements at up to six (6) locations; incorporating short-term (i.e. 15-30 minutes) measurements with concurrent traffic counts at up to five (5) locations and long-term (i.e., 24-hour) monitoring at up to one (1) locations.</p> <p>Potential construction noise (temporary noise) at nearby noise-sensitive land uses will be predicted using construction activity information provided by the Project Applicant and application of the Federal Highway Administration’s Roadway Construction Noise Model (RCNM) or alternative methods at Dudek discretion. Construction-related vibration will be predicted using appropriate guidance and methodologies recommended by the US Department of Transportation, Federal Transit Administration (FTA) and the California Department of Transportation (Caltrans).</p> <p>Long-term (operational) noise effects in relation to existing, future, and project-related vehicle trips along selected nearby roadways will be predicted using the Federal Highway Administration’s Traffic Noise Model (TNM) version 2.5 algorithms, which will rely on traffic data and other input parameters (AADT segment volumes or turning movements) developed as part of the project’s Traffic Impact Analysis. Dudek will perform a qualitative analysis of the potential impacts associated with Project-related aviation noise. On-site operational (a.k.a., stationary) noise associated with including outdoor gatherings (i.e., weddings, music festivals, etc.), parking lots, mechanical equipment or other noise-generating</p>	

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	<p>project features will be discussed and calculated based on available equipment data and siting information provided by the Project Applicant.</p> <p>The significance of noise and vibration impacts will be assessed based on the relevant Sierra County, state, and federal thresholds in accordance with current CEQA guidelines. If significant noise impacts are identified as a result of the predictive analyses, conceptual mitigation measures to reduce impacts to a less-than-significant level (where feasible) will be recommended. The regulatory background, existing noise environment, study methodology, results of the noise analysis, findings of potential effects, and mitigation recommendation will be discussed in the noise section of the EIR.</p>	
Traffic Impacts Analysis	<p>Dudek has teamed with KD Anderson to update the Traffic Impacts Analysis for the Initial Study. Based on the new uses proposed, KD Anderson would calculate anticipated trip generation and assign trips, conduct future cumulative and VMT analyses, review and analyze the revised site plan with respect to circulation, and produce a standalone report for review by County staff. KD Anderson will revise the updated report based on County comments and resubmit a final report.</p>	<ul style="list-style-type: none"> • Draft Updated TIA • Final Updated TIA • Traffic Impact Analysis to be completed prior to preparation of the traffic section of the ADEIR
Emergency Preparedness Evacuation Plan (EPEP) optional	<p>Dudek (or other) could evaluate project and prepare emergency plan for wildfire and evacuation. Would include:</p> <ul style="list-style-type: none"> • A field assessment to evaluate the site relative to potential environmental hazards. • An assessment of available technical reports related to the site and potential environmental hazards. Anticipated environmental hazards applicable to the site with a focus on wildfire. • An analysis of the proposed site plan relative to the site and potential hazards and development of management recommendations, by area and by hazard type. Management recommendations will be consistent with applicable agency standards. • Outreach to local emergency service providers to obtain input and evaluate 	<ul style="list-style-type: none"> • Draft EPEP • Final EPEP – submitted prior to Administrative Draft EIR

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	<p>current practices and adopted plans relevant to the proposed project.</p> <ul style="list-style-type: none"> • Development of an Emergency Preparedness and Evacuation Plan that includes: <ul style="list-style-type: none"> ▪ A summary of existing site conditions, related to environmental hazards that may affect the project. ▪ Identification of applicable existing regulations and standards (including those developed as mitigation measures in the project’s environmental document). ▪ Recommendations to manage and minimize the effects of each of the identified environmental hazards on the developed project. ▪ Necessary maps and graphics to support plan implementation and management recommendations. ▪ Requirements for implementation and identification of responsible parties. 	
<p>Task 4: Administrative Draft EIR</p>	<p>Dudek will prepare the Administrative Draft EIR (ADEIR) consistent with the requirements of Sierra County and the California Environmental Quality Act (CEQA). Prior to submittal of the ADEIR, Dudek will prepare a Preliminary Environmental Conclusions memo which will be reviewed and discussed by the project team. Individual sections of the ADEIR are discussed briefly below. Topics not addressed below are assumed to be focused out of the ADEIR. Each chapter will describe the existing environmental conditions; summarize the applicable regulatory requirements; evaluate impacts with respect to established thresholds of significance; and present detailed, specific, feasible, and effective mitigation measures for any significant impacts. The budget for these tasks assumes that much of the analysis from the IS/MND can be reformatted into the EIR.</p>	<ul style="list-style-type: none"> • Preliminary Environmental Conclusions memo • Electronic chapters in Word format and appendices in available electronic format • Electronic copies of all reference materials and studies cited in the EIR.

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
Land Use	<p>This chapter will evaluate the compatibility of the proposed project with surrounding land uses and the consistency of the project with applicable land use plans and policies. The analysis will consider existing residential and recreational land uses in the vicinity (including the current trail uses in and near the site) and the compatibility of the proposed development standards for the project with the existing development in the area. Particular focus will be on evaluating any environmental impacts from inconsistencies with land use designations applied to the site by the County's General Plan. Figures will be provided to clearly demonstrate the site's position with respect to the land use map.</p>	
Biological Resources	<p>Dudek will describe existing biological resources present at the project site and in the vicinity, including any sensitive habitat or listed species with potential to occur in the project area, and will evaluate the effects of the project on those resources. Appropriate mitigation measures to reduce or avoid impacts will be identified for any impacts to biological resources. A programmatic approach to mitigation of impacts may require future surveys prior to approval of future phases of the proposed project.</p>	
Cultural Resources	<p>Dudek will provide a general description of any cultural resources present on the project site and in the vicinity, and a discussion of impacts with potential to result from implementing the proposed project. Mitigation measures will be identified to avoid or minimize any impacts to cultural resources. The chapter will also include a discussion of regulations applicable to cultural resources that could occur on the project site. It is assumed that much of the discussion from the IS/MND can be reformatted to draft this chapter of the EIR.</p>	
Hydrology and Water Quality	<p>Dudek will describe the existing hydrological conditions and provide an assessment of potential impacts from the proposed project. This section will identify the regulatory framework applicable to surface and groundwater and will include an analysis of potential impacts receiving waters, as applicable. The groundwater quality discussion will be distinct and separate from the discussion of surface water quality in the EIR. As necessary, the EIR will identify mitigation measures and appropriate best management practices to avoid</p>	

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	or reduce impacts of the project on water quality and hydrology.	
Geology/Soils	Dudek will identify the geologic and soil conditions in the project area and evaluate the potential impacts of the project in regards to capability of the site to support onsite wastewater disposal. Other geologic concerns will be addressed in the Initial Study circulated with the NOP. Wastewater impacts will be addressed in the Hydrology and Water Quality chapter of the EIR.	
Visual Resources	This chapter will identify the visual resources within the project site and evaluate the visibility of the project and changes to the visual setting and character of the area as a result of the project and as viewed from key points in the surrounding area. Visual simulations will be prepared, as described previously, to support the analysis contained in this section of the EIR. A photolocation map will be created to depict where photos were taken and the viewing direction. The impacts analysis will focus on visibility of the site and impacts to the existing viewshed and visual character as viewed from key viewpoint, particularly SR 49. The analysis will evaluate impacts within the context of County General Plan policies related to visual and scenic values.	
Transportation and Circulation	Dudek will work with the traffic consultant and County staff to characterize existing traffic conditions in the vicinity, describe the traffic that would be generated by the project, and evaluate whether additional traffic would create any significant impacts to traffic operations (including levels of service and safety) in the area, including traffic hazards. The analysis will also consider the adequacy and safety of vehicular access to and throughout the site given the slopes and typical snow accumulation in the area and will include a discussion of the maximum length of dead end roads and emergency access and/or secondary access.	
Noise	Dudek will prepare the EIR chapter on noise impacts using the Noise Impacts Analysis prepared under Task 4. The chapter will identify existing conditions and applicable County thresholds in the general plan and County Code and evaluate potential impacts associated with	

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	noise generation from project construction, operation and traffic generation.	
Air Quality and Greenhouse Gas Emissions	Dudek will identify existing air quality conditions in the project area and evaluate whether the proposed project would create adverse impacts through emission of air pollutants. This section will identify the regulatory framework applicable to air quality in relation to the proposed project and will evaluate impacts of the proposed project to air quality against applicable regulatory thresholds of significance and in accordance with local air district rules and guidance. Greenhouse gas emissions will be analyzed in relation to SB32 and ARB’s 2017 Climate Change Scoping Plan Update and in accordance with the latest guidance and case law.	
Hazards	<p>Dudek will consult with the Fire District and Dudek’s Registered Professional Forester will review site plans to evaluate the potential hazards associated with wildland fires and exceedance of dead end road lengths.</p> <p>Dudek will also consult with emergency service providers and the County to determine whether the project provides appropriate risk reduction and emergency access measures. This will include consideration of snow removal and storage provisions.</p>	
Utilities and Service Systems	Dudek will consult with service providers to identify existing capacity and service standards and identify whether development of the proposed project would require improvements or expansions to any service provider’s system or other changes in service provider operations and will evaluate the impacts of any required capacity expansion.	
Alternatives to the Proposed Project	Dudek will work with County staff to identify up to three alternatives to the proposed project and will provide a detailed analysis of the relative impacts of each alternative compared to the proposed project. Dudek will also evaluate the no project alternative.	
Cumulative Impacts	Dudek will define the land use and development assumptions for the cumulative scenario, identify the geographic scope of each cumulative impact, and evaluate the extent to which the proposed project would contribute to cumulative impacts. This section will include an analysis of the	

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	project's greenhouse gas emissions (using the CalEEMod modeling program or other modeling approach as directed by the Northern Sierra Air Quality Management District (NSAQMD) and evaluation of whether those emissions would make a considerable contribution to cumulative climate change effects.	
Other CEQA-Required Discussions	Dudek will identify the significant and unavoidable impacts of the project, discuss the extent to which the project would result in irreversible environmental effects and use of resources, and evaluate whether the project would induce additional growth in the project area. Energy impacts may also be discussed in this section.	
Task 5: Prepare 2nd Administrative Draft EIR and Screencheck EIR		
2 nd Administrative Draft EIR	Dudek will revise the ADEIR based on comments and direction provided by the County and resubmit to the County to review the revised ADEIR. Dudek will provide a preliminary draft of the Mitigation Monitoring and Reporting Program (MMRP), which will be included in the EIR.	<ul style="list-style-type: none"> • Electronic chapters in Word format and appendices in available electronic format
Screencheck Draft EIR	Dudek will revise the 2 nd ADEIR based on comments and direction provided by the County. A clean copy of the Screencheck DEIR will be provided along with a tracked changes version of the Screencheck DEIR. This will also include the revised Mitigation Monitoring and Reporting Program (MMRP). As required by the County, submittal of the Screencheck Draft EIR will be accompanied by a memorandum documenting how Dudek responded to each of the County's comments on the draft document.	<ul style="list-style-type: none"> • Electronic copy of the Screencheck DEIR • Electronic tracked changes version of the Screencheck DEIR • Memo documenting how each County comment was addressed.
Task 6: Public Draft EIR	Dudek will complete final edits to the Draft EIR and MMRP as directed by the County. Dudek will prepare the required number of hard copies and CD copies and will work with the County to ensure appropriate public notice is provided for public review of the Draft EIR.	<ul style="list-style-type: none"> • 1 hard copy and an electronic copy of the Draft EIR • 15 hard copies of the Executive Summary and 15 additional CD copies (for submittal to State Clearinghouse) • Electronic submittal in Word and pdf files

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
Task 7: Final EIR and Findings		
Respond to Public Comments (Administrative Final EIR and Findings)	<p>Dudek will review all comments received on the Draft EIR and prepare responses to each comment. Dudek may recommend a meeting with County staff to review substantive comments prior to submittal of the Administrative Final EIR. For budgeting purposes, Dudek assumes that approximately 90 individual comments will be received (note that a single letter can contain many individual comments). The Administrative Final EIR will contain an introduction chapter that reviews the CEQA process for the project and summarizes any Draft EIR text edits made in response to comments, each comment on the Draft EIR and responses to each, any pages from the Draft EIR where text edits were made, and the final MMRP.</p> <p>Dudek will also prepare the CEQA Findings and Statement of Overriding Considerations (if needed).</p>	<ul style="list-style-type: none"> • Electronic copy of the Administrative Final EIR and Findings • Electronic Word files
Screencheck Final EIR	Dudek will revise the Responses to Comments and other portions of the Final EIR based on comments and direction from the County. Dudek will prepare a memorandum documenting how each of the County’s comments on the screencheck draft was addressed.	<ul style="list-style-type: none"> • Electronic copy of the Screencheck Final EIR and cover memo • Electronic Word files
Final EIR	Dudek will complete final revisions to the Final EIR and prepare the documents for County consideration.	<ul style="list-style-type: none"> • 1 hard copy and an electronic copy of the Final EIR and CEQA Findings
Task 8: Project Management, Progress Meetings	Dudek’s Project Manager will participate in up to 10 conference calls; bi-weekly conference calls typically promote efficiency leading up to DEIR submittal and circulation (some of these meetings will likely also be attended by a Dudek technical specialist). Budget for this task assumes each conference call will be up to 1 hour in length and will be attended by the Project Manager and an Environmental Specialist (if needed). Task also provides for project management including schedule, budget, document, and EIR team management.	<ul style="list-style-type: none"> • Meeting agendas and minutes • Meeting / conference call attendance (regular progress meetings) • Document log

2 COST AND SCHEDULE

Dudek will complete all tasks within timeframes identified by the County to expedite completion of the EIR and as possible based on provision of required supporting data and project information from the Applicant and County.

Estimated costs for completing the proposed scope of work are presented in the table below.

TABLE 2. COST ESTIMATE

EIR Work Program*	
Task	Cost Estimate
Task 1: Notice of Preparation Process/Public Scoping	
Notice of Preparation	\$2,500.00
Project Scoping	\$2,250.00
Site Visit and Request for Information	\$850.00
Task 2: EIR Project Description and Document Review	\$1,800.00
Task 3: Technical Studies and Analysis	
Visual Simulation	\$11,000.00
AQ and GHG Emissions Modeling and Analysis	\$6,600.00
Sierra Nevada Yellow-legged Frog Habitat Assessment	\$6,500.00
Biological Resources Assessment Memo Update	\$3,500.00
Hydrology and Water Quality – Review Drainage Information	See Scope
Wastewater Disposal Feasibility Analysis	See Scope
Noise Impacts Analysis	\$8,000.00
Traffic Impacts Analysis	\$10,600.00
Traffic Specialist Meeting Attendance (3 in Sierra County)	\$3,500.00
Emergency Preparedness and Evacuation Plan (EPEP)	\$10,500.00
Cultural Resources Assessment (no additional required)	\$0
Task 4: Administrative Draft EIR	
Intro, PD, Exec Summary	\$3,200.00
Land Use	\$3,500.00
Biological Resources	\$4,150.00
Cultural Resources (including Tribal Cultural Resources)	\$5,235.00
Hydrology and Water Quality (incl. Geo/wastewater)	\$5,000.00
Visual Resources	\$5,235.00
Transportation	\$4,625.00

Noise	\$2,400.00
AQ and GHG Emissions	\$3,430.00
Hazards (including wildfire)	\$5,720.00
Utilities and Service Systems	\$3,760.00
Tribal Cultural Resources	\$4,150.00
Alternatives	\$6,330.00
Cumulative Impacts	\$3,500.00
Other CEQA-required Discussions	\$3,500.00
Task 5: 2nd Administrative Draft EIR and Screencheck EIR	
2nd Administrative Draft EIR	\$6,020.00
Screencheck EIR	\$5,770.00
Task 6: Public Draft EIR	\$4,390.00
Task 7: Final EIR and Findings	
Administrative Final EIR (Respond to Comments and Findings)	\$9,800.00
Screencheck Final EIR	\$2,690.00
Final EIR	\$2,690.00
Task 8: Project Management/Meetings	\$11,140.00
CEQA Work Program Total	\$173,835.00

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR on a time and material basis a contract fee not to exceed one hundred seventy-three thousand, eight hundred thirty-five and no/100 (\$173,835.00) in accordance with proposal included as Attachment A1. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice. Payment shall be made within thirty (30) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$173,835.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. Included. Notwithstanding anything to the contrary in this agreement mileage for vehicle use shall be paid only at the IRS approved rate.

B.3 TRAVEL COSTS. Included

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of \$0 with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	<u>\$173,835.00</u>
B.2	Mileage	<u>Included</u>
B.3	Travel Costs	<u>Included</u>
B.4	Authorization Required	\$0
B.5	Special Circumstances	\$0
	MAXIMUM CONTRACT AMOUNT	<u>\$173,835.00</u>

ATTACHMENT C
ADDITIONAL PROVISIONS

None

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Three Million Dollars (\$3,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon

acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform

to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars (\$1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by

a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.1.5 DISCLOSURE CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project, regardless of whether such relationship must otherwise be disclosed pursuant to D.34.2.. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":
Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, CA 95936

With a copy to:
County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "CONTRACTOR":
Markus Lang
DUDEK
853 Lincoln Way, Suite 208
Auburn, CA 95603

Sierra County currently uses CodeRED to provide a Reverse 911 services to our citizens within Sierra County.

The State of California is upgrading the current 911 system to **Next Generation 911**. Part of this upgrade will include the use of **Everbridge**, a Reverse 911 platform.

Since the State of California, is providing Everbridge, for the next 10 years for free to Sierra County, the State has informed us that the use of Homeland Security Grant funds to fund a Reverse 911 system will no longer be allowed.

Our CodeRED renews every year on March 22nd, and a cancellation notice must be given to CodeRED 30 days prior to March 22nd.

With CodeRED as our current Reverse 911 provider, CodeRED owns the contact information that our citizens have entered into their system. With Everbridge, we will own that contact information, and we can download that information, if needed, to transfer to it another Reverse 911 provider, if that is ever needed.

Sierra County plans to do at least 2 or more countywide All-Calls to inform our citizens that we will be moving our Emergency Notifications over to Everbridge, due to the Next Gen 911 upgrade, and they will need to update their information with Everbridge. Everbridge will provide us with a web link that we will post onto our website, for everyone to use.

Our annual costs for CodeRED services is \$7,500.00, Everbridge contract is \$5,352.65 annually, and once the State of California provides basic Everbridge, our costs will go away, unless we opt into any extra features from Everbridge.

Sierra County Sheriff's Office would like to enter into an agreement with Everbridge before the CodeRED contract ends. This means that we will have double coverage of a reverse 911 system for around 30 days, giving our citizens time to update their contact information with Everbridge.



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Michael Fisher
Sierra County, CA
207 Front St
Loyalton CA 96118
United States
Ph: (530) 289-3700
Fax: +1.530.993.6790
Email: mikefisher@sierracounty.ca.gov

Quote #: Q-37786
Date: 11/19/2019
Expires On: 3/31/2020
Confidential

Salesperson: Nathan Russell
Phone:
Email: nathan.russell@everbridge.com

Contract Summary Information:

Contract Period: 12 Months

Contact Summary:

Household Count:	1,158
Employee Count:	

QTY	Product Code	Description	GSA Classification	Price
3,000	101-11-11-0254-000	Mass Notification Base - Tier 1	GSA Product	USD 4,282.12
3,000	101-01-11-1027-000	Everbridge Community Engagement - Tier 1	GSA Product	USD 1,070.53
1	SETUPFEES	Calculated Set Up Fee	Open Market	USD 428.21

Pricing Summary:

Price:	USD 5,352.65
Year One Fees:	USD 5,352.65
One-time Implementation and Setup Fees:	USD 428.21
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 5,780.86

Terms & Conditions

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Title:

To accept this quote, sign, date and return:

Signature:

Date:

Name (Print):

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



Everbridge Mass Notification for State and Local Government (BASE)

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage*

Unlimited Domestic Emergency Alerts and Testing Messages

Unlimited Domestic Non-Emergency Alerts Messaging

*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

Core Platform Access

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration

Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, etc.)

Three (3) Organization with unlimited nested static and dynamic groups

Access to Everbridge Elastic Infrastructure for message delivery

Custom branded community opt-in portal with custom fields and opt-in subscriptions

Flexible role-based access controls to manage user permissions

Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Access to Auto-Translate and Missing Person Message Guides

Key Notification Features

Integrated GIS/Map-based, rule-based, group-based, or individual contact selection

Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages

One-screen broadcast creation workflow to speed message creation and reduce human error

Everbridge Network to access situational intelligence & notifications shared by other public and private groups

Publish notifications directly Facebook and Twitter

Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'

Publish notifications directly to the Smartphones of residents and employees via ContactBridge

Access to IPAWS for authorized agencies

Contact filtering based on custom criteria

Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)

Automatic address geo-coding for contacts

Organization specific customizable caller ID, greetings, and broadcast settings

SMPP based SMS text messaging

Multi-language Text to Speech Engine and Custom Voice Recording

Real-time reporting for improved situational awareness and easier after action analysis

5 Live Operator Message Initiations per year

Interactive Dashboard for Organizational Activity Summary

Unlimited Notification Templates

Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API

Bulk Contact Management Automation via Secure FTP

Audio Bulletin Board

4 Everbridge basic conference bridge codes

Set-up, Implementation & Support

Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation

Self Service Administrative Set-up, Configuration and Default Preferences

Initial Member Data Upload and Test Broadcast Support

Unlimited Access to Everbridge University classes

24x7 Customer Support (phone, web, email)

Global Support/Operations Centers for Redundant Live Support

Everbridge Community Engagement (SLG)

The Community Engagement solution supports easy opt-in capabilities for both public and private events. Gathering opt-ins, whether the general public or internal stakeholders, can be very difficult. With mobile keywords, large groups of people can easily opt-in to a database by texting a keyword. Additionally, the Visitor Engagement solution allows you to publish event-focused web pages to increase the visibility and safety of your event.

Usage
<ul style="list-style-type: none"> • Unlimited email messages • Unlimited Facebook & Twitter postings • Unlimited SMS Messages within the United States
Core Platform Access
<ul style="list-style-type: none"> • Unlimited administrators for web-based portal to initiate messages, reporting and administration • Unlimited number of keyword opt-in recipients • Access to five event keywords • Access to public and private event web pages that are integrated with the Member Portal and can include registration widgets and social sharing options (so visitors can share your notifications to their social networks)
Key Notification Features
<ul style="list-style-type: none"> • Publish event-based notifications via email and SMS • Publish event-based notifications directly to Facebook and Twitter • Publish event-based notifications directly to event web pages • Publish event-based notifications directly to Member Portal • Automatic opt-in expirations • Zip Code opt-in functionality for residents • Google Public Alerts integration • SMPP based SMS text messaging • Messaging templates to speed up communications • SMS, email, delivery reporting
Set-up, Implementation & Support
<ul style="list-style-type: none"> • Self-service administrative set up, configuration and default preferences • Initial member data upload and test broadcast support • Unlimited access to Everbridge University classes • 24x7 customer support (phone, web, email) • Global support/operations centers for redundant live support

2011-011

March 15, 2011

CODERED SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and effective as of the last date written below by and between Emergency Communications Network West, LLC, a Nevada Limited Liability Company ("Licensor") with its principal place of business at **9255 Sunset Blvd, Suite 1010, West Hollywood, CA 90069** and **Sierra County**, a body politic and corporate of the State of **California** ("Licensee") located at **100 Courthouse Square, Suite 15, Downsville, CA 95936**.

Licensor is the marketing agent of a service identified as "CodeRED® Emergency Notification System" (The "Service"), which is designed for authorized Licensed users to have access 24 hours a day 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the "Service" for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license to use the "Service" by **OES** department personnel only. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this agreement are granted access to the "Service" by Licensee. Licensee assumes full and complete responsibility for the use of the service by anyone whom Licensee authorizes or permits to use the "Service". Licensee may not assign, sublicense, rent, sell or transfer the "Service". To access the "Service" Licensor will provide Licensee with up to **five (5)** unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A. The Licensee's license confers no title or ownership in the "Service".
2. **Functionality:** The "Service" provides the ability for the Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The "Service" will utilize an interactive voice response telephone service to record Licensee voice messages and initiate telephone call out projects. Licensee's community database(s) shall be limited to containing residential and/or business contact data residing within the geographic boundaries (determined by Lat/Lon coordinates) of **Sierra County, California (the CALLING AREA)**. Licensee may input up to two (2) phone numbers per household into the calling database. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. Any additional "Service" functions will be listed on "Exhibit A" attached to this agreement.
3. **Term and Termination:** The License will extend for a period of **three (3) years** beginning on the last date this Agreement is signed by both Licensee and Licensor. Upon expiration, Licensee's access to the "Service" will be terminated. Licensee may terminate this Agreement by notifying the Licensor in writing no less than 30 days advance notice. Licensee will return all Confidential Information and copies to Licensor. In the event that Licensor terminates this agreement for reasons other than Licensee's failure to abide by this agreement, Licensor will refund to Licensee an amount equal to the monthly-prorated balance of the annual fee based on the number of days left in the term of the agreement.
4. **Costs for The "Service":** During the term of this agreement Licensee agrees to pay all costs for utilizing the "Service" as described in Exhibit A - Service Charges. Pricing for the "Service" is predicated on a population within the CALLING AREA not to exceed **12,000 at the time of the effective date of this agreement**. A deviation **above 10%** in Licensee's population effective at the time of renewal of any term may effect pricing. Payment for the "Service" is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this agreement shall be paid to: **Emergency Communications Network West, LLC, Corporate Office, 9 Sunshine Blvd, Ormond Beach, FL 32174**.
5. **Contract Extension:** Upon completion of the original term of this Agreement as outlined above in section three (3), the term of this Agreement will extend for an additional **three-year** period. This contract extension provision (the "extension provision") will continue to extend the contract period by three (3) additional years at the end of each three (3) year contract period. **Either party may cancel this extension provision by submitting written notice to the other no less than 30 days prior to the annual anniversary of the effective date of the Agreement.** Upon extension of the agreement:
 - a) Licensor will update its systems to extend the active software license and associated access codes for one additional year of use;
 - b) Licensor will invoice Licensee for one additional year(s) of service at the rate of **seven thousand five hundred dollars (\$ 7,500) per year for a total amount of twenty-two thousand five hundred dollars (\$22,500) over the 3-year term**

Initials

Licensor CA

Licensee _____

2011-011
March 15, 2011

- c) Licensee will be responsible for payment of the contract extension fee upon receipt of Invoice from the Licensor.
- 6. **Copyright:** United States copyright laws and international treaty provisions protect the "Service". Except for the limited license provided, Licensor reserves all rights in and to the "Service" and all underlying data, compilations, and information maintained by Licensor relating to the "Service", including but not limited to, the source or object code.
- 7. **Warranty:** (a) The "Service" is designed to be active 24 hours per day 365 days per year. (b) Licensee acknowledges that software in general is not error-free and agrees that the existence of such errors in Licensee's software used in conjunction with the "Service" shall not constitute a breach of this License. (c) In the event that Licensee discovers a material error which substantially affects Licensee's use of the "Service" and notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the "Service", provided that such error has not been caused by Licensee's incorrect use, abuse or corruption of the "Service" software, or by use of the "Service" with other software or on equipment with which it is incompatible. (d) Licensee is responsible for maintaining access to the Internet. Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s). (e) Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the "Service" on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services and may not be secure. Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. (f) Licensor cannot guarantee the integrity of any Licensee supplied data. Any errors, duplications, or inaccuracies related to Licensee supplied data will be the responsibility of the Licensee. (g) In no way will either party to this agreement, its officers, employees or agents be liable for indirect, punitive, special, consequential or indirect damages to the other arising from or related to this Agreement. (h) To the extent permitted by the applicable law, Licensor disclaims all warranties with respect to the "Service", either expressed or implied. (i) Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.
- 8. **Obligations:** Licensee agrees to use the "Service" in a way that conforms with all applicable laws and regulations. Licensee may not initiate a call to be delivered to two (2) or more lines of a business. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee or delivered by the "Service" on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, arising from any use of the "Service".
- 9. **Confidentiality:** Licensor agrees that in view of the confidential nature of Licensee supplied data and files that it is to prepare, process or maintain under this Agreement, it will perform its duties in such a manner as to prevent the disclosure to any persons not employed by Licensor of any such data and files unless Licensor and Licensee mutually agree in writing otherwise. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor ("Confidential Information"). Confidential Information may include, but is not limited to, the "Service", computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. During this Agreement and for a period of five (5) years thereafter, Licensee agrees that it will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law.

Initials

Licensor

Licensee

LA
DL

2011-011

March 15, 2011

- 10. **Entire Agreement:** This Agreement supersedes all prior understandings or agreements between the parties. The terms and conditions of this agreement will supersede any additional terms provided unless mutually agreed to by both parties, including additional terms contained in standard purchase order documents and third party application terms.
- 11. **Notices:** All notices or requests, demands and other communications hereunder shall be addressed to the parties as follows:

 As to **Licensor:** Emergency Communications Network West, LLC, Corporate Office, Attn: General Counsel, 9 Sunshine Blvd, Ormond Beach, FL 32174.

 As to **Licensee:** Sierra County, Attn: Lee Brown/OES Coordinator, 100 Courthouse Square, Suite 15, Downieville, CA 95936

 With a **Copy to:** Emergency Communications Network West, LLC, 9255 Sunset Blvd, Suite 1010, West Hollywood, CA 90069
- 12. **General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association. If any dispute arises the prevailing party shall be entitled to the costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, in Arbitration, a Court of first jurisdiction and all Courts of Appeal.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee: Sierra County, California

By: 

Printed Name: Lee Adams

Title: Chair, Board of Supervisors

Date: March 15, 2011

Licensor: Emergency Communications Network West, LLC

By: 

Printed Name: DAVID DISTASIO

Title: PRESIDENT

Date: 03/22/2011

2011-011
March 15, 2011

Exhibit A – Service Charges

Initial block purchase(s) of Prepaid System Minutes:

Three (3) year CodeRED Service Agreement \$22,500.00

Payments due in two (2) installments as follows:
\$15,000.00 Installment one (1) due prior to the initiation of the Service
\$ 7,500.00 Installment two (2) due prior to the third year of Service

Unlimited CodeRED System Minutes \$ Included

Up to 5 CodeRED user pass codes \$ Included
Additional pass codes may be purchased for an annual fee of \$150.00 per pass code.

One (1) CodeRED distance training session \$ Included
Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum).

Initial Residential Database Upload \$ Waived

Standard CodeRED data collection website \$ No Charge

Standard CodeRED mapping interface and data layers \$ No Charge

Email and Text Messaging \$ No Charge

Annual System Maintenance, including all Software Upgrades \$ No Charge

Database Accuracy Updates:

Licensors Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.

One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

OPTIONAL: GIS Upload and Hosting upon request: \$ 2,500
GIS information must be in a standard format recognizable and electronically transferable to the CodeRED system. Up to 10 layers may be loaded for use in the System. Licensee may update up to 10 layers annually at Licensees discretion.
GIS Custom Street "single layer" Upload and Hosting upon request: \$250

Initials
Licensor LA
Licensee DD

Appendix E
Performance Report Template
Proposition 1B Transit System Safety, Security and
Disaster Response Account Program

Date: 12/17/2009
Grant ID Number: 6061-02
OES ID Number: 091-95002
Recipient Agency: Sierra County Transportation
Project Name: Interoperable communications
Fiscal Year/Performance Period: 07-08 FY
Notification of Grant Award Date: 08-28-2009
Anticipated Completion Date: 12/2010

Milestones - Insert milestones from grant award letter - detail progress made toward meeting milestone.

1) This project will be started in July of 2009 and completed by October of 2009. Radios were installed into all existing Transit vehicles as well as the two required base stations for a cost of \$4,905.00. The two vehicles to be purchased with ARRA funding have not yet been ordered and are not expected to be received the end of 2010. This project will be completed at these vehicles are received and radios are installed.

Signature of Authorized Agent

Date

Name: Bryan Davey
Title: Transportation Planner
Phone: 530-289-3201
Email: bdavey@sierracounty.ws

Additional Required Documents

- An updated inventory ledger and project roster that reflects any changes during the performance period.
- A spreadsheet showing expenditures to date.
- Financial statement showing account activity and accrued interest. **There is no accrued interest as expenses were incurred prior to receiving funds.**

Heather Foster

From: SHERI ROEN <sproen@aol.com>
Sent: Wednesday, February 12, 2020 10:47 AM
To: Heather Foster
Subject: Fwd: Request for Input on Potential Grazing Legislation

Sent from my iPhone

Begin forwarded message:

From: "Starr, Shane" <Shane.Starr@mail.house.gov>
Date: February 5, 2020 at 1:45:14 PM PST
To: Reed Martinez <reedmartinez05@gmail.com>, Jess Dancer <jess@alturasranches.com>, Sean Curtis <seancurtis@co.modoc.ca.us>, Geri Byrne <geribyrne@co.modoc.ca.us>, "mbyrne@cot.net" <mbyrne@cot.net>, Laura K Snell <lksnell@ucanr.edu>, "hansonwcranch@frontier.com" <hansonwcranch@frontier.com>, "Brad Hanson (brad.hanson@live.com)" <brad.hanson@live.com>, Wyatt Hanson <whanson@outlook.com>, Jeff Hemphill <jhemphill@co.lassen.ca.us>, Ned Coe <NCoe@CFBF.com>, Billy Gatlin <billy@calcattlemen.org>, Kirk Wilbur <kirk@calcattlemen.org>, Paul Roen <sproen@aol.com>, Rick Roberti <rickroberti@yahoo.com>, Dave and Jane Roberti <haythere@psln.com>, "dkgoicoechea@psln.com" <dkgoicoechea@psln.com>, "dfliile@ucanr.edu" <dfliile@ucanr.edu>, Tracy Kay Schohr <tkchohr@ucanr.edu>
Subject: Request for Input on Potential Grazing Legislation

Hello all,

We have become aware of a bill that has been introduced in the House by Rep. Adam Smith of Washington. This [BILL](#), the Voluntary Grazing Permit Retirement Act, would make the retirement of grazing allotments much easier. We have already seen the promotion of this bill by Sierra Club, Wild Earth Guardians, and other groups, and the likelihood of it passing through the House is pretty good; Though we believe it will not make it through the Senate. Take a moment to read this article on the proposed legislation.

<https://www.kuer.org/post/proposed-law-would-make-it-easier-remove-livestock-public-lands#stream/0>

As you are aware, Congressman LaMalfa has been steadfast in the protection of grazing allotment rights, and has continued to work with the USFS and BLM to improve conditions and availability of allotments. Doug, along with his staff, will be working to educate our counterparts in the House and Senate to kill this bill.

In the meantime, we are asking for input for possible legislation that would help improve availability of allotments to the livestock industry. One proposal we are looking at would be to extend the life of permits from 10 to 20 years which could alleviate some of the NEPA backlog we currently see with the USFS and BLM. We are open to other ideas as well.

Any feedback you have would be greatly appreciated, and we look forward to hearing from you.

Shane

Shane Starr | District Representative

Congressman Doug LaMalfa (CA-01) | www.lamalfa.house.gov

120 Independence Circle, Ste. B, Chico, CA 95973 | 530.343.1000 office | 530.990.0175 cell
| 530.343.0240 fax

SIERRA COUNTY

Board of Supervisors
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830



February 18, 2020

Congressman Adam Smith
2264 Rayburn Office Building
Washington, DC 20515

Dear Congressman Smith,

On behalf of the Sierra County Board of Supervisors, I appreciate the opportunity to provide comments as well as express our sincere opposition to H.R. 5737- Voluntary Grazing Permit Retirement Act. As you are aware agriculture is a vital component of the economic engine in western rural counties. Often in many rural western counties it is the primary foundation of the economy altogether. It is also critical to outline the importance of livestock grazing in the context of both private land and lands managed by the federal government. Currently, the Bureau of Land Management administers over 18,000 livestock grazing permits and the U.S. Forest Service administers over 6,500 livestock grazing permits in 16 western states (Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, and Wyoming). The importance of livestock grazing on federal lands is increasingly critical when the state's overall land base contains a high percentage of federal land. This is especially evident in the western United States where federal ownership is disproportionately higher than many other regions of the United States. The following percentages of federal land per state outline the significance; Nevada - 85% federal land, Utah - 65% federal land, Idaho - 62% federal land, Oregon - 53% federal land, Wyoming - 48% federal land, and California - 57% federal land.

The U.S. Forest Service and Bureau of Land Management are both agencies which adhere to multiple use mandates as required by federal law and direction by Congress. It is also important to note that livestock grazing is a component of these two agencies mandates. Livestock grazing on federal lands is authorized by the respective U.S. Forest Service's Land and Resource Management Plan as well as the Bureau of Land Management's Resource Management Plan. These aforementioned plans and individual allotment management plans adhere to mitigation measures and best management practices, which provide for maintaining the viability of wildlife, plants, and aquatic species and reduces fire fuel loading. In addition, livestock grazing on federal lands must adhere and comply with the Clean Water Act and the Endangered Species Act. All livestock grazing on federal lands are managed by federal agencies in order to maintain and enhance the rangeland environment and to maintain the viability of all species. Proponents and supporters of H.R. 5737 have failed to state the complex requirements of which livestock permittees must adhere to as part of their respective permit and provide alternative management procedures to achieve the same positive outcomes once livestock are gone.

As stated earlier, livestock grazing is a vital part of the economic engine in most rural western counties. The loss of any grazing permittees represents a significant loss to the tax revenue needed to maintain county services, schools, and roads. Specifically, a loss of any livestock grazing permittee on any federal grazing allotment results in critical county revenue loss (possessory interest tax - livestock & allotment value). As with many of the ranches in the rural western United States, there is often an alignment with the overall productivity and viability that is based upon a dependency on a federal grazing permit. As we have witnessed firsthand throughout many counties, when livestock numbers are reduced significantly, or when an allotment is cancelled...the base ranch operations struggle to maintain an existence. Often, the base ranch is sold or fragmented and the private land is developed. The end result is a housing subdivision which removes the critical value of wildlife, fisheries and native plant habitats. As you are aware this is a common theme in the western United States and especially detrimental within states that have a high predominance of federal land.

Thank you for the opportunity to comment and express Sierra County's opposition to H.R. 5737.

Sincerely,

Jim Beard
Chairman
Board of Supervisors

cc: Congressman Doug LaMalfa
State Senator Brian Dahle
State Assemblymember Megan Dahle
CSAC
RCRC

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE:
February 18, 2020

TYPE OF AGENDA ITEM:
 Regular Timed
 Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Paul Roen, District No. 3
PHONE NUMBER: 530-289-2879

AGENDA ITEM: Discussion/direction regarding letter from CAL FIRE Unit Chief Brian Estes, Nevada-Yuba-Placer Unit, in response to Sierra County's concerns regarding the analysis of State and Local Responsibility Areas (SRA/LRA) within the Sierra Valley.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Letter and supporting documentation

BACKGROUND INFORMATION: See attached

FUNDING SOURCE:

GENERAL FUND IMPACT: No General Fund Impact

OTHER FUND:

AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:

- Approved
- Approved as amended
- Adopted
- Adopted as amended
- Denied
- Other
- No Action Taken

- Set public hearing
For: _____
- Direction to: _____
- Referred to: _____
- Continued to: _____
- Authorization given to:

Resolution 2020- _____
Agreement 2020- _____
Ordinance _____
Vote:
Ayes:
Noes:
Abstain:
Absent:
 By Consensus

COMMENTS:

CLERK TO THE BOARD

DATE


DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
 SACRAMENTO, CA 94244-2460
 (916) 653-7772
 Website: www.fire.ca.gov



Paul Roen
 Board Chair – District 3
 Sierra County Board of Supervisors
 100 Courthouse Square, Room 11
 P.O. Drawer D
 Downieville, CA 95936

I appreciate the opportunity to address the concerns from Sierra County regarding the analysis of State and Local Responsibility Areas (SRA/LRA) within the Sierra Valley. CAL FIRE works continuously to serve and safeguard the people and protect the property and resources of California. In such a large and populated state, cooperative efforts and agreements between state, federal, and local agencies are essential to that mission. As described in the Sierra County Community Wildfire Protection Plan updated in 2014:

“The three National Forests, CAL FIRE, the Nevada Division of Forestry (NDF), and surrounding local fire departments (including those in Sierra County) have...wildland suppression resources...including air tankers and helicopters, to respond when requested by any of the three National Forests.

All departments have mutual aid agreements with each other so the local resource pool is large.”

CAL FIRE agrees that a cooperative fire protection model with State, Local, and Federal agencies works well.

Furthermore, recorded fire history supports CWPP critical findings relative to fire response which states,

“Currently initial attack is successful and extended attack has worked well with all agencies working together to suppress fires quickly.”

As you know, the wildfire protection responsibility within Sierra County is somewhat complicated. All private lands in Sierra County, except the LRA areas of Sierra Valley and Loyalton (an incorporated city) are classified by the Board of Forestry as SRA. Protection of these lands from wildland fire is the direct responsibility of CAL FIRE. However, through the *Cooperative Fire Management Agreement* with the Federal Wildfire agencies (US Forest Service Region 5 and Region 4) the SRA land falls under the protection of the Tahoe National Forest, the Plumas National Forest, and the Humboldt Toiyabe National Forests, within proximity of their Federal Responsibility Areas (FRA).¹

¹ County of Sierra (2014), *Sierra County Community Wildfire Protection Plan Update*

“The Department of Forestry and Fire Protection serves and safeguards the people and protects the property and resources of California.”

Pursuant to California’s Public Resource Code Article 3, Section 4125, the California Board of Forestry and Fire Protection classifies all lands within the state for determining areas in which the financial responsibility of preventing and suppressing fires is primarily the responsibility of the state. The prevention and suppression of fires in all areas that are not so classified is primarily the responsibility of local or federal agencies.²

As background for the determination of SRA and LRA, the California Department of Forestry and Fire Protection (CAL FIRE) conducted a statewide review and delineation of State Responsibility Area (SRA) in 1970. Although some subsequent revisions to that delineation have been approved by the Board of Forestry, there is a need to review and update the delineation of SRA in a formal manner to keep the classification of SRA current with land-use changes. Typically, these reviews of SRA occur every five years.

Table 1.- Acreage breakdowns within the County of Sierra, Local, State and Federal Responsibility Areas, October 2019.

Sierra County 2019	Land Area Type		
	LRA	SRA	FRA
Acreage	25,587	159,698	429,927
Percentage	4%	26%	70%
Total Acres:	615,213		

Special reviews may occur anytime as needed.³ After 1970, reviews have occurred in 1980, 2010, 2012, and 2019 for all portions of the Nevada-Yuba-Placer Unit of CAL FIRE, including Sierra County. These reviews generated no proposed changes to FRA, LRA, or SRA acreages within Sierra County (Table 1).

Pursuant to California Public Resource Code Article 3, Section 4126, The Board of Forestry shall include within state responsibility areas of the following lands:

- (a) Lands covered wholly or in part by forests or by trees producing or capable of producing forest products.
- (b) Lands covered wholly or in part by timber, brush, undergrowth, or grass, whether of commercial value or not, which protect the soil from excessive erosion, retard runoff of water or accelerate water percolation, if such lands are sources of water which is available for irrigation or for domestic or industrial use.
- (c) Lands in areas which are principally used or useful for range or forage purposes, which are contiguous to the lands described in subdivisions (a) and (b).

Pursuant to California Public Resource Code Article 3, Section 4127, state responsibility areas shall not include the following lands:

² Cal. Pub. Res. Code §4125

³ CAL FIRE (2010), *State Responsibility Area Classification System*.

(a) Lands owned or controlled by the federal government or any agency of the federal government.

(b) Lands within the exterior boundaries of any city, except a city and county with a population of less than 25,000 if, at the time the city and county government is established, the county contains no municipal corporations.

(c) Any other lands within the state which do not come within any of the classes which are described in Section 4126.

In establishing boundaries of state responsibility areas, the board may, for purposes of administrative convenience, designate roads, pipelines, streams, or other recognizable landmarks as arbitrary boundaries.⁴

Sierra County comprises the north-eastern corner of the Nevada-Yuba-Placer Unit of CAL FIRE. Sierra Valley is a sub-alpine valley surrounded by the granitic mountains of the Sierra Nevada. Sierra Valley varies from conifer and aspen forests, to drier woodland forests, to a large valley covered with crops, pastures, and wildflowers in the spring.⁵ In 2012, the County of Sierra reports 41,721 acres of agricultural lands which are designated for multiple uses including grazing and irrigated crops. The clear majority of these agriculturally designated lands are within the area presently designated as LRA in the Sierra Valley. The LRA area is bordered by SR 49 on the south and east, the Plumas County Line on the north, and County Road A23 on the west. These lines of administrative convenience offer a practical demarcation between the valley bottom and brush / tree covered timberlands. These manmade developments also offer an excellent break in continuity of low growing light flashy fuels creating an effective barrier to fire spread.

Guidance policies developed by the Board of Forestry establish a procedure to evaluate whether lands qualify for LRA/SRA changes. These binding procedures specifically relate to the Public Resource Code sections applicable to State Responsibility Areas, PRC 4125-4128 and provide a decision tree for analysis (Appendix II, attached).

Under Part C for classification of LRA to SRA, Item I, *the current LRA area is not covered wholly or partially by forests or by trees producing or capable of producing forest products.* **The result directs the reviewer to Item II.**

Under Part C, Item II, *the area is covered by brush, undergrowth, or grass, which protects the soil from excessive erosion, retards runoff of water which is available for irrigation and the area receives more than ten inches of mean annual rainfall with upsloping topography and evidence of water storage and use.* **The result directs the reviewer to Item IV.**

Under Part C, Item IV, *the area is principally used or useful for range or forage purposes but is (1) separated from forest or watershed lands by man's development in the form of asphalt roadways; (2) irrigated or covered by cultivated crops so that the vegetation is not ordinarily flammable (See: 2012 General Plan of Sierra County, Page 474, Figure 14-3, Fire Hazard Map) and (3) beyond the toe of first significant slope and*

⁴ Cal. Pub. Res. Code §4128

⁵ Sierra Valley Chamber of Commerce. (2014-2019). <https://sierracountychamber.com/Sierra-Valley>

first good line of convenience (Line of Administrative convenience, designated roads per Cal. Pub. Res. Code §4128PRC). The result of the decision tree confirms the determination that the area is correctly classified as LRA.

Reference documents and maps are attached to aid Sierra County in this process of determination. The Nevada Yuba Placer Unit and CAL FIRE remain committed to you and to our responsibilities within Sierra County and will continue to work closely with our Federal partners to ensure the tenants of the CFMA are met and that SRA lands are being protected in an appropriate manner.

If you have any follow up questions or concerns, please feel free to contact me directly. Thank you, Paul and I look forward to talking to you soon.

Sincerely,



Brian Estes

Unit Chief

CAL FIRE

Nevada-Yuba-Placer Unit

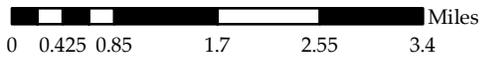
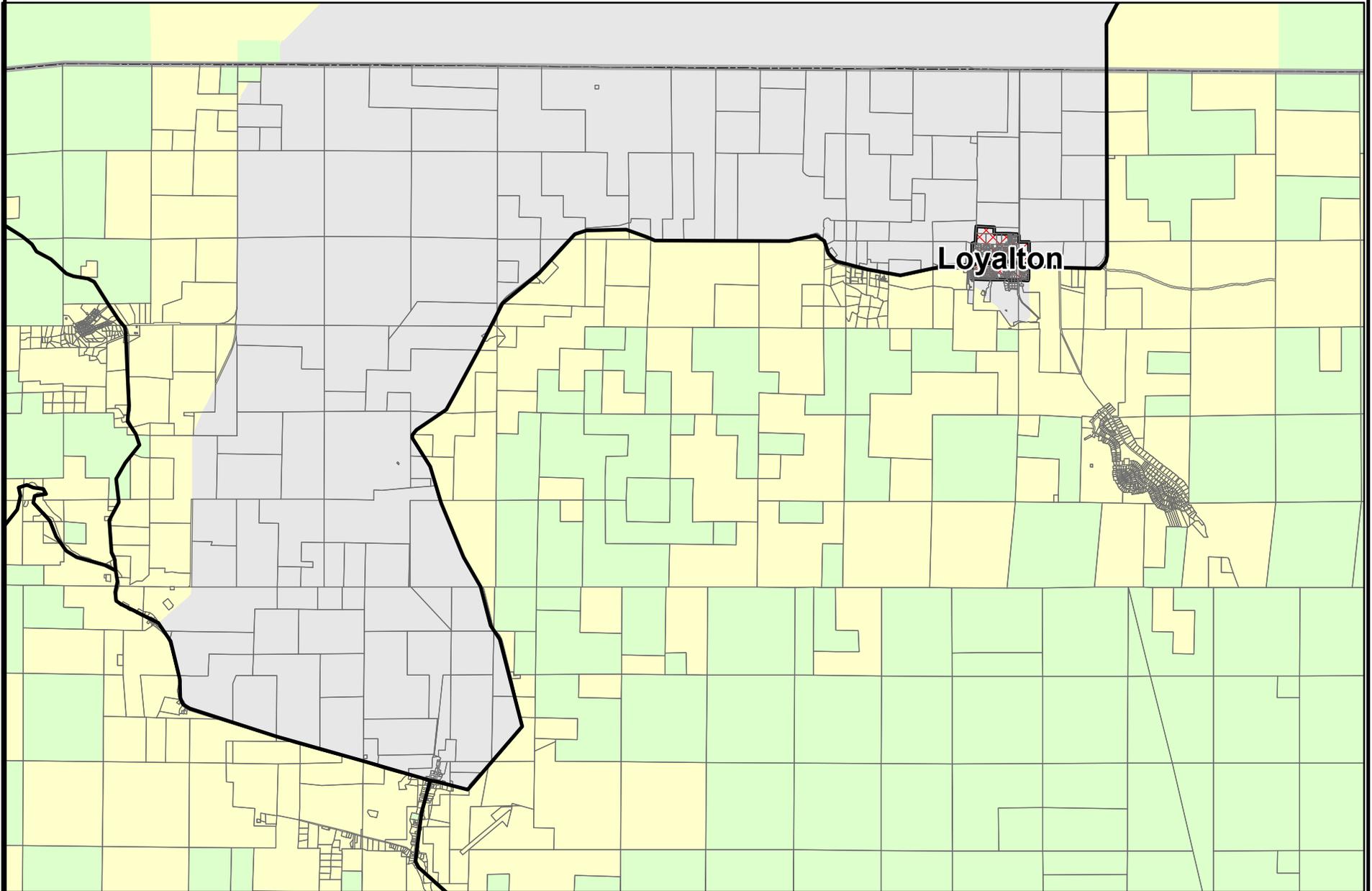
cc:

Sierra County Board of Supervisors

Assistant Region Chief George Morris - CAL FIRE



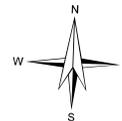
Example SRA Review NEU - Sierra County



Current Responsibility

- Local 
- State 
- Federal 
- Incorp. City 

-  Parcels
-  Highways



Map created by: EHUCKS
Date: October 15, 2019

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Obtain FRAP maps, data, metadata and publications on the Internet at <http://frap.cdf.ca.gov>
For more information, contact CAL FIRE-FRAP, PO Box 944246, Sacramento, CA 94244-2460, (916) 327-3939.

State Responsibility Area Classification System



STATE OF CALIFORNIA
RESOURCES AGENCY
BOARD OF FORESTRY
CALIFORNIA DEPARTMENT OF FORESTRY
AND FIRE PROTECTION
REVISED October 6th, 2010

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1 OVERVIEW

2
3 This classification system has five levels. They are:

- 4
5 1. Field evaluation
6 2. Regional review
7 3. State review
8 4. Director's approval
9 5. Board of Forestry and Fire Protection approval.

10
11 The field evaluation is accomplished at the Unit or Contract County. This
12 evaluation identifies lands that may warrant reclassification. When a Unit/
13 Contract County staff proposes a SRA to LRA (Local Responsibility Area) or
14 LRA to SRA change, they should consult with staff from the local fire
15 agencies that will be affected by the change. Following the 2010 SRA map
16 update, local agency consultation shall include contacting both the fire
17 agencies and planning departments. Any area so identified is documented and
18 forwarded for Regional review (second level).

19
20 The Regional review ensures that the system has been consistently applied at
21 the Unit or Contract County level. After completing the review, the Region
22 SRA Coordinator forwards the areas identified for possible reclassification
23 to the State SRA Coordinator.

24
25 The State Review Team (third level) reviews the documentation. The State
26 Review Team also conducts on-site inspections as needed. The State Review
27 Team then forwards its recommendations to the Director (fourth level).

28
29 The Director reviews all proposed changes in classification. Those changes
30 that the Director approves are sent to the Board of Forestry and Fire
31 Protection so that public hearings may be scheduled. At this time the
32 Director notifies all affected local government agencies of the proposed
33 changes and their potential impacts.

34
35 The Board of Forestry and Fire Protection is fifth level. Under PRC Section
36 4125, the Board is the final authority for approving changes in
37 classification of SRA.

38
39 LEGAL BASIS

40
41 This classification system, which defines land for which the state assumes
42 primary financial responsibility for protecting natural resources from
43 damages from fire, is based on existing law (PRC 4125-4128). It is important
44 to understand that the system is not based on the ability to protect an area
45 from fire, but rather on the vegetative cover and natural resource values
46 enumerated in PRC 4126:

- 47
48 a) Lands covered wholly or in part by forests or by trees producing or
49 capable of producing forest products. Lands covered wholly or in part
50 by timber, brush, undergrowth, or grass, whether of commercial value or
not, which protect the soil from excessive erosion, retard runoff of

1 water or accelerate water percolation, if such lands are sources of
2 water which is available for irrigation or for domestic or industrial
3 use.

4 b) Lands in areas which are principally used or useful for range or
5 forage purposes, which are contiguous to the lands described in
6 subdivisions (a) and (b).

7
8 Lands which do not qualify as SRA are defined in PRC Section 4127: "The
9 Board shall not include within state responsibility areas any of the
10 following lands:

11
12 a) "Lands owned or controlled by the federal government or any agency
13 of the federal government.

14
15 b) "Lands within the exterior boundaries of any city.

16
17 c) "Any other lands within the state which do not come within any of
18 the classes which are described in Section 4126."

19
20 In addition, PRC, Section 4128, states that, "The Board may, for purposes of
21 administrative convenience, designate roads, pipelines, streams, or other
22 recognizable landmarks as arbitrary boundaries."

23
24 These definitions provide the basis for the field evaluation of SRA.

25
26 REVIEW SCHEDULE

27
28 State Review shall occur in 2010 and every five years thereafter.

29
30 Automatic exclusion and inclusion will be updated as needed by the State GIS
31 coordinator. The State SRA Coordinator will prepare an update and summary
32 for the Board of Forestry and Fire Protection as needed and at a minimum
33 annually.

34
35 Special Reviews may occur as needed.

36
37 Adjustments and special reviews may be made at more frequent intervals, if
38 major land-use changes occur or if inconsistencies are discovered in the CAL
39 FIRE corporate SRA GIS data layer. Changes to or from SRA can occur from
40 expanding urbanization or changes to agricultural use. For example, an area
41 previously used for cultivated and irrigated crops may revert to natural
42 vegetation and go from LRA to SRA. Upon notification from the State Board of
43 Equalization, the State SRA Mapping Coordinator will update the corporate SRA
44 GIS data layer with approved incorporations or land-use changes.

1 FIELD EVALUTION

2
3 STEP I - DEFINING EXISTING CLASSIFICATION STATUS

- 4
5
6 A. Download the most current SRA map for your Unit/Contract County from the
7 designated site and print as many maps as necessary for the SRA review.
8 B. Print as many GIS generated maps as are necessary to be used for the
9 field evaluation of specific areas in question, using the following
10 guidelines.

- 11
12 1. Include the following GIS Data Layers, which can be found on the
13 Fire Plan data GIS library, on the map.
14 a. Most current SRA Data Layers for the area being evaluated
15 b. Current road layer
16 c. Current incorporated city layer
17 d. Any other layer you might need (public land survey, hydro, 7.5
18 quad background, hill shade, etc.)
19
20 2. Shade all current (original) SRA polygons light yellow.
21
22 3. Use a light gray background for any areas that are "Lands within the
23 exterior boundaries of incorporated cities" Shade LRA area light
24 gray.
25
26 4. Lands owned or controlled by the federal government or any agency of
27 the federal government (include all federal lands regardless of
28 existing fire protection responsibilities) - shade light green.

29
30 NOTE: Incorporated cities and federally owned or controlled lands are
31 automatic exclusions from SRA. Their boundaries must be kept current on the
32 official SRA maps. The procedure for recording these changes is described in
33 Appendix VIII.

34
35 STEP II - IDENTIFYING AREAS FOR FIELD EVALUATION

36
37 The working map prepared in Step I describes the current SRA classification.
38 Two basic questions remain to be answered.

- 39
40 1. Are there any lands currently not classified SRA on either side of
41 the SRA/LRA (Local Responsibility Area) boundary line which meets
42 the criteria for SRA in PRC Section 4126?
43
44 2. Are there any lands currently classified as SRA which do not meet
45 the criteria for SRA and would be excluded by PRC Section 4127?

46
47 The accompanying classification key has been developed to assist in answering
48 these questions. The key is intended to provide standard criteria to
49 evaluate each area. It provides a method of screening many areas rapidly in
50 order to focus quickly on areas that may need change in classification.

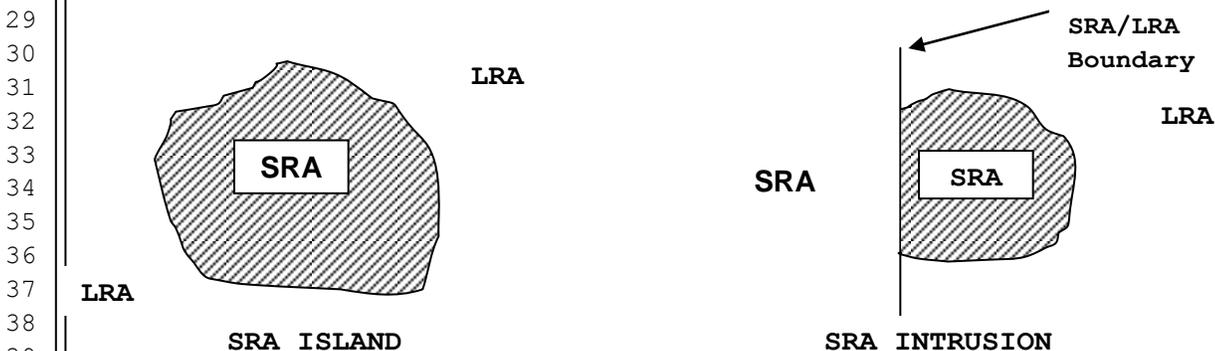
1 The key has a residential/commercial structure density criterion and a
 2 minimum-acreage criterion. It is important to understand the rationale
 3 behind these two criteria. The rationale for the residential/commercial
 4 structure-density criterion is that lands having this level of development
 5 (three or more structural units per acre) typically require a significantly
 6 higher level of fire flow hydrants, and pressurized community water systems.
 7 These areas are typified by complete, or nearly complete, modification to
 8 native vegetation. Manmade structures to control runoff of rainfall instead
 9 of reliance on natural percolation is an element of subdivision planning and
 10 development.

11
 12 For the initial review of SRA under this system in 1981, all lands were
 13 evaluated against a 40-acre minimum criterion. After reviewing all proposed
 14 changes, the State Review Team recommended that the minimum island size be
 15 250 acres for Development and 1,000 acres for Permanent Crops (agriculture).
 16 This recommendation was approved by the Director and adopted by the Board of
 17 Forestry and Fire Protection.

18
 19 Begin the evaluation process by reviewing the key carefully. Identify all
 20 areas that may fit the key. Be very liberal in applying the elements of the
 21 key at this point. If there is any chance that an area may fit the key,
 22 include it. The intent is to identify all areas that may deserve further
 23 evaluation.

24
 25 Delineate these areas in the following manner on the work map:

- 26
 27 1. Possible change from SRA to LRA - delineate and cross hatch in blue.



- 41
 42 2. Possible change from LRA to SRA - delineate and cross hatch in orange.



1 Three types of areas should emerge at this point.

- 2
- 3 1. Islands of SRA that are surrounded by LRA on all sides (exterior
- 4 changes).
- 5
- 6 2. Islands of LRA that are surrounded by SRA on all sides (interior
- 7 changes).
- 8
- 9 3. Intrusions of either SRA or LRA along the existing SRA/LRA boundary line
- 10 (boundary line adjustments).
- 11

12 STEP III-CONDUCTING FIELD EVALUATION USING CLASSIFICATION KEY

13

14 The key is designed to ensure that all Units and Contract Counties view all

15 areas in question in a uniform manner. The key also focuses on only those

16 lands that may need reclassification.

17

18 All areas identified for potential change in classification will be evaluated

19 against the criteria in the key that leads the evaluator through a series of

20 questions/conditions. The answer to the question/condition either leads to a

21 conclusion or another question/condition. Using the key requires some

22 interpretation of the question/condition.

23

24 Each area identified on the work map will require an inspection. The best

25 way to inspect an area is from the air. An on-the-ground inspection may be

26 required in addition to aerial inspection; however, experience has shown that

27 most areas can be successfully and accurately keyed from the air. CAL FIRE

28 air resources have administrative flight time built into their budget. If

29 digital photos taken from the air are necessary, make arrangements through

30 the appropriate Unit Headquarters for use of CAL FIRE air resources for

31 administrative flights. All Contract Counties will make arrangements through

32 the appropriate region for use of CAL FIRE air resources for administrative

33 flights. Additionally, photographic documentation is necessary for each area.

34 Digital orthophotos viewed in GIS software should be used if possible. Aerial

35 digital photos can be used if the orthophotos do not provide good detail.

36

37

38 Adjustments of boundary lines shall be made following these basic rules of

39 thumb.

- 40 1. Whenever possible, use parcel boundaries or obvious lines of land-use
- 41 change to define the area where the SRA change is recommended.
- 42
- 43 2. Whenever possible, boundary lines will be identifiable and easily
- 44 administered in the field. Roads, pipelines, streams, fences in
- 45 subdivisions, or other recognizable landmarks can be used. Irregular
- 46 lines that follow irrigated and cultivated fields and fences are
- 47 permissible if they are clearly definable. Extended fingers should be
- 48 avoided.
- 49
- 50 3. If lines of convenience are used, small areas of LRA may be included in
- SRA. However, SRA should not be eliminated by lines of convenience.

1 Boundary lines should be located as close as possible to the place of
2 obvious change between LRA and SRA.

3
4 4. "Contiguous rangeland" extends only from the toe of the first
5 significant slope to the first good line of convenience.

6
7 5. "Watershed lands" will only be submitted for State Review when, as a
8 guide, they have ten inches of mean annual rainfall combined with
9 upsloping topography and evidence of water storage and use.

10
11 STEP IV - DOCUMENTATION

12
13 The key will result in one of two conclusions:

- 14
15 1. No change in existing classification is warranted, but future
16 evaluation should take place.
17
18 2. A change is proposed due to the fact that the current classification is
19 questionable.

20
21 A. No Change, future evaluation.

22
23 If the key directs to a conclusion that results in no change in
24 classification the following situation may exist:

25
26 "The area is developing, but at this time an overriding state interest
27 still remains. Areas such as this may in the future develop to the
28 extent that no state interest remains."

29
30 If this situation exists, check the "No change (Future Evaluation)" box in
31 the field evaluation results section of the "FIELD EVALUATION DOCUMENTATION
32 FORM". This will provide documentation for the Unit/Contract County staff
33 during the next SRA review or during a special review if major land use
34 changes occur prior to the next review.

35
36 **Year of Survey: Resurvey 5 yr () 20 Less than 5 yrs. () 20**

37 Documentation is required for all areas evaluated regardless of the
38 conclusion obtained from the key. If the key directs the evaluator to
39 Conclusion 1 above, the following documentation will be retained in a
40 permanent file at the Unit/Contract County level:

41
42 1. GIS generated map containing the boundary of the proposed SRA changes
43 with a digital orthophoto imagery background.

44
45 a) Create a GIS data layer to store features of all proposed changes (use
46 map symbols and labels which will clearly identify them on the map).
47 Use parcel data to create SRA change boundaries where possible.

48
49 b) If the orthophoto does not clearly display the reason for recommending
50 the SRA change, provide additional digital photos to provide better
detail of the area in question.

1 c) Use map symbols and labels that will clearly display the possible SRA
2 boundary change on the map.
3

4 2. The Field Evaluation Form including any information which supports the
5 findings.
6

7 3. GIS data layer containing features of the area in question.
8
9

10 B. Proposed Change

11
12 If the key directs to a conclusion, which refers the area for statewide
13 review, the following documentation is necessary:
14

15 1. GIS generated map containing the boundary of the proposed SRA change
16 with a digital orthophoto imagery background.
17

18 a) If the orthophoto does not clearly display the reason for recommending
19 the SRA change, provide digital photos to provide better detail of the
20 area in question.
21

22 b) Use map symbols and labels that will clearly display the proposed SRA
23 boundary change on the map.
24

25 c) Place ID number (from for each boundary change feature on the map to
26 clearly identify
27

28 2. GIS generated map delineating the proposed change and any other
29 pertinent features to clearly identify the location and area of the proposed
30 change.
31

32 a) Use the Unit boundary, Region boundary, road, city boundary, hydro,
33 7.5' quad or other GIS data layers as needed on the map.
34

35 b) Provide the ID number for each record on each map and in the attribute
36 table of the GIS data layer which will match the ID number on the Field
37 Evaluation Documentation Form for each proposed SRA change.
38

39 3. Create a GIS data layer to store features of all proposed changes (use
40 map symbols and labels which will clearly identify them on the map). Use
41 parcel data to create SRA changes where possible.
42
43

44 4. Field Evaluation Documentation Form describing the area and explaining
45 why the change should be made. Also list the acres affected by Unit and
46 County. These forms will be signed by the Unit Chief indicating his/her
47 approval for the potential change.
48
49
50

1 REGIONAL REVIEW

2
3 The Region Review Team will evaluate all potential reclassifications
4 identified in the field evaluation process. Units/Contract Counties will
5 upload GIS data layers and documentation forms to the location specified in
6 the SRA Review instructions and send signed copies of all documentation to
7 the Region SRA Coordinator. The Region SRA Coordinator will ensure that the
8 classification process has been correctly applied and that documentation is
9 complete. The Region SRA Coordinator will obtain written approval for each
10 Unit from the Region Chief. The Unit and Region SRA Coordinators will retain
11 a copy of all maps, photos, and documentation for their records. Contract
12 Counties will require approval from their Administrative Unit Chief.

13
14
15 Upon completion of all fieldwork and the Regional review, the Region SRA
16 Coordinator will notify the State SRA Coordinator as soon as the Unit maps
17 and documentation have been checked and are ready for the state review. The
18 Region SRA Coordinator will coordinate scheduling the state review and will
19 appoint its representative to the State Review Team.

20
21
22 STATE REVIEW

23
24 MEMBERSHIP

25
26 The State Review Team shall consist of the following members:

- 27
28 1. A member of the Fire Plan Staff.
29
30 2. A member of the Board of Forestry and Fire Protection.
31
32 3. The Region SRA Coordinator where the areas for review are located.
33
34 4. A representative for the affected Contract County as needed.

35
36
37 USE OF ADVISORS

38
39 A Unit level representative will be appointed as an advisor to the team (if
40 needed). The review team may also request technical advice from others in
41 the Department or from any other public agency.

42
43
44 DOCUMENTATION

45
46 The review team will have all documentation from the field evaluation
47 available to it at the review. The team will document the basis for its
48 recommendations.

1 REVIEW PROCESS

2
3 Where a change in classification is proposed, the review team may accept the
4 proposed change based on the documented justification or it may conduct an
5 on-site inspection.
6

7
8 REVIEW CRITERIA

9
10 The state review criteria are set forth in a key format similar to the Field
11 Evaluation Key. The question/condition statements in this key are designed
12 to measure the elements of PRC Sections 4126-4128.
13

14
15 SPECIAL REVIEW

16
17 The normal period between classification efforts is five years. However, the
18 State Review Team may set a shorter period of time for a particular area if,
19 in the opinion of the team, the area's land-use pattern indicates that the
20 classification of that area is likely to change in less than five years.
21 Likewise the Unit or Contract County may submit for review, any area in which
22 significant land-use changes occur between review periods.
23

24
25 REVIEW TEAM'S RECOMMENDATION

26
27 The only recommendations forwarded to the Director are those which change the
28 existing classification of land. For all other areas, a permanent file shall
29 be maintained for use during the next formal review (5 years) or special
30 review.
31

32
33 DIRECTOR'S APPROVAL

34
35 The Director will review all State Review Team recommendations for changes in
36 land classification. He/she will forward all approved recommendations to the
37 Board of Forestry and Fire Protection together with supporting documentation.
38 He/she will also notify the affected local government agencies of his/her
39 recommendations and advise the Contract Counties of any potential fiscal
40 impacts.
41

42
43 BOARD OF FORESTRY AND FIRE PROTECTION

44
45 The Board of Forestry and Fire Protection will act upon the Director's
46 recommendations for changes in classification of SRA, after appropriate
47 public hearings. The Board's decision will be transmitted through channels
48 to all administrative levels and to the affected local governments.
49
50

1 To provide sufficient lead time for the Board to schedule hearings for the 5-
2 year review and to notify local government of its decisions, all areas must
3 have fourth level review (Director's approval) by July 1 of any year. This
4 allows sufficient time for public notification and to conduct hearings. Once
5 the Board's decision is final, an implementation date will be set by the
6 Board.

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APPENDICES

APPENDIX I

FIELD EVALUATION KEY

This key is to be used by the Unit/Contract County to identify areas to be reviewed for possible change in classification.

A. The area being considered is currently classified as:

State Responsibility Area Go to B

Local Responsibility Area Go to C

B. State Responsibility Area:

I. The area has been modified by man to permanent crops or development.

Discussion:

Limiting the scope to man's modifications eliminates from consideration natural areas such as large rock outcroppings typical to the high Sierra regions. Man's modifications, must have substantially changed the character of the area so that it no longer produces or is capable of producing forest products, forage, or water for domestic, irrigation, or industrial use.

1. Crops - - Long term non-flammable crops such as orchards and vineyards which are irrigated and cultivated. (Annuals such as row crops and grain, are not, a long-term modification.)

2. Development - - Continuous urbanization averaging more than three residential and/or commercial units per acre over 250 or more acres.

Yes Go to II
No SRA

II. The area has definable boundaries.

Discussion:

To be identifiable, an area must have clearly definable boundaries; for example: (1) jurisdictional boundaries of public service entities; (2) man-made features such as roads; and (3) natural features such as streams and lakeshores; or (4) assessor's parcel boundaries.

1
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Yes Go to III
No SRA

III. The area is or creates:

An LRA island Go to IV
A boundary line adjustment Refer to State Review

IV. The area is larger than:

- (1) 250 acres for Development or,
- (2) 1,000 acres for Permanent Crops

Yes Go to C. III
No Remains SRA

C. Local Responsibility Area.

I. The area is covered wholly or in part by forests or by trees producing or capable of producing forest products.

Yes Go to IV
No Go to II

II. The area is covered wholly or in part by timber, brush, undergrowth, or grass, whether of commercial value or not, which protects the soil from excessive erosion, retards runoff of water, or accelerates water percolation, if such lands are sources of water which is available for irrigation, or domestic, or industrial use. As a guide, these "Watershed Lands" should have ten inches of mean annual rainfall combined with upsloping topography and evidence of water storage and use.

Yes Go to IV
No Go to III

III. The area is principally used or useful for range or forage purposes and is contiguous to forest or watershed lands. "Contiguous Rangeland" extends only from the toe of first significant slope to first good lines of convenience.

Go to IV

IV. The area is principally used or useful for range or forage purposes but is (1) separated from forest or watershed lands by man's development; (2) irrigated or covered by cultivated crops so that the vegetation is not ordinarily flammable, or (3) beyond the toe of first significant slope and first good line of convenience.

YES - LRA

No - Refer for review

V. The area is:
An island of LRA in SRA or a boundary line adjustment.

Refer to Review

The area creates:

An island of SRA in LRA LRA

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APPENDIX II
STATE REVIEW

KEY

This key is to be used by the State Review Team to evaluate proposed changes in classification. A "yes" answer to any item in Part A is sufficient to classify the land as SRA. All items in Part A must be addressed and documented.

PART A

I. Is there a significant threat of fire originating from within the area and spreading to other SRA (consider configuration, topography, location, past fire history)?

- Yes SRA
(DOCUMENT)
- No Go to II

II. Do substantial values exist for the production of forest products, forage, or water?

- Yes SRA
(DOCUMENT)
- No Go to III

III. Does or will the omission from SRA seriously impairs the state's ability to provide needed protection to adjoining SRA lands?

- Yes SRA
(DOCUMENT)
- No Go to IV

IV. If a fire denudes the area will it initiate a fire/flood sequence?

- Yes SRA
(DOCUMENT)
- No Go to V

V. Will or does removal from SRA cause administrative inefficiency?

- Yes SRA
(DOCUMENT)
- No LRA

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PART B

If Part A indicates that the land should be classified as SRA, complete Part B.

I. Does or will inclusion in SRA (by providing state-funded fire protection) unduly tend to encourage land-use changes that are inconsistent with the protection of forest, watershed or range values?

- Yes LRA
(DOCUMENT)
- No. SRA

II. The area is fully developed. No substantial further development is likely, but an overriding state interest still remains.

- Yes (DOCUMENT)

APPENDIX III

REVIEW SCHEDULE FOR NORMAL 5-YEAR REVIEWS

1. Level one - Field evaluation process by March 15.
2. Level two - Regional review by April 1.
3. Level three - State Review by June 15.
4. Level four - Director's Review by July 1.

Notify local government July 1.

Notify contract counties of fiscal impacts July 1.

5. Level five - Board of Forestry and Fire Protection.

Board will hold public hearings.

If approved, the board will, at its choosing:

1) Set an implementation date no earlier than 90 days from approval date.

OR

2) Set a July 1 (next calendar year) implementation date for all changes.

REVIEW SCHEDULE FOR SPECIAL REVIEWS

1. Level one - Field evaluation process.
2. Level two - Regional review within 30 days of receipt of package from the Unit/Contract County SRA Coordinator.
3. Level three - State Review within 30 days of receipt of package from the Region SRA Coordinator.
4. Level four - Director's Review within 30 days of receipt of package from the State SRA Coordinator.

Notify local government.

Notify contract counties of fiscal impacts.

5. Level five - Board of Forestry and Fire Protection.

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Board will hold public hearings.

If approved, the board will, at its choosing:

1) Set an implementation date no earlier than 90 days from approval date.

OR

2) Set a July 1 (next calendar year) implementation date for all changes.

Appendix IV

FIELD EVALUATION DOCUMENTATION FORM

I.D. Number:

Descriptive name:

Year of Survey: _____

Type of review: 5 year SRA review () Special Review ()

Resurvey 5 yr () 20__ Less than 5 yrs. () 20__

Field Evaluation Key Results:

No Change () Future Evaluation State Review ()

Key Item Leading to Conclusion: B-I B-II B-III C-I C-II C-III C-IV

Circle one or Leave one (delete all others)

Check one:

SRA to FRA SRA to LRA

FRA to SRA FRA to LRA

LRA to SRA LRA to FRA

Total acres to be changed _____

DESCRIPTION OF AREA AND COMMENTS

If appropriate: Local Fire Jurisdiction and Planning Department
Name, Signature and Date

Unit Chief Approval:

Signature

Date

Unit Chief

Print

1 Appendix V

2 INSTRUCTIONS FOR COMPLETING THE
3 FIELD EVALUATION DOCUMENTATION FORM
4

5 A Field Evaluation Documentation Form will be completed for all areas shown
6 on the work map.
7

8
9 ID Number: Use Unit/Contract County three letter designator, the initials
10 SRA, the year of the review (for example 2004), and a sequential number
11 (starting at 1). The ID number on this form must match the ID number
12 correlating to this feature (SRA change) in the attribute table of the
13 GIS data layer.
14

15 For example:

16 ORCSRA2004_1
17 ORCSRA2004_1.2
18 ORCSRA2004_2
19 ORCSRA2004_3
20

21 Descriptive Name: Insert descriptive name of the area and the reason for the
22 SRA change. Example: Auburn Lake Trails. For all SRA intrusions to LRA
23 write into this block "SRA INTRUSION CORRECTION".
24

25 Year of Survey: Insert year of survey (for example 2004).
26

27 Type of Survey: check appropriate box.
28

29
30 Field Evaluation Key Results: If land use in an area is changing, but not to
31 the point that an SRA change is necessary, check the "No Change (future
32 evaluation)" box to prompt the Unit staff to evaluate the area in the future.
33 Check the appropriate box as follows: where a SRA change is being proposed,
34 check the "state review" box.
35

36 Key Item: Check the box next to appropriate reason for recommending the
37 change. If the other box is checked, state why the change is being
38 recommended in the box to the right.
39

40 Description of Area and Comments: Describe area in narrative form. Included
41 Assessor's Parcel Number(s) (APN) if the area consists of larger parcels, but
42 not when many small parcels are involved as in the example below. Provide
43 comments describing the reason for recommending the SRA change.
44

45 EXAMPLE: Auburn Lake Trails is a 750-acre subdivision with
46 approximately 10% of 2,130 lots developed. It currently keys out as
47 State Responsibility Area. However, at full build out it may not meet
48 the criteria for SRA. The best estimate of full build out is 1990.
49 This area should be re-evaluated at the next normally scheduled
50 classification.

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Unit Chief Approval:

Signature

Date

Unit Chief

Print

Appendix VI
DOCUMENTATION REQUIREMENTS

No Change Key Results

Unit/Contract County Field Evaluation	Region Review	State Review Team
Field Evaluation Documentation Form		
Orthophoto map and Digital Pictures of the area needed		
GIS Data Layer		

State Review Key Result

Unit/Contract County Field Evaluation	Region Review	State Review Team
Field Evaluation Documentation Form	Field Evaluation Documentation Form	Field Evaluation Documentation Form
Unit planimetric map	Unit planimetric map	Unit planimetric map
Orthophoto map for each change	Orthophoto map for each change	Orthophoto map for each change
Digital pictures if needed	Digital pictures if needed	Digital pictures If needed
GIS Data Layers	GIS Data Layers	GIS Data Layers

It is also required that each Unit, Contract County, Region and State SRA Coordinators retain a copy of each map, digital photo and all documentation.

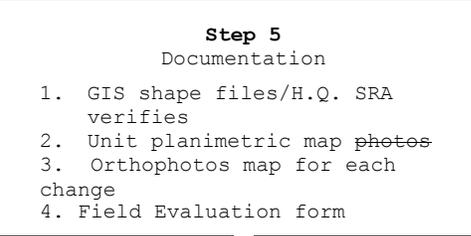
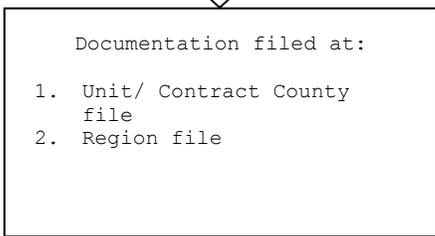
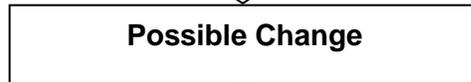
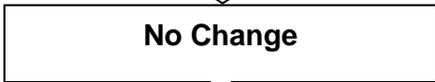
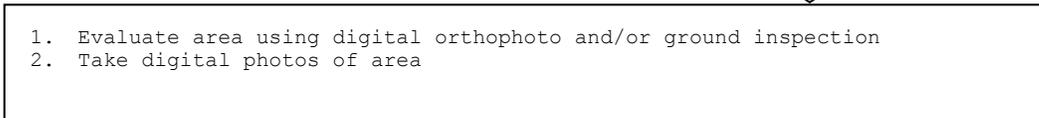
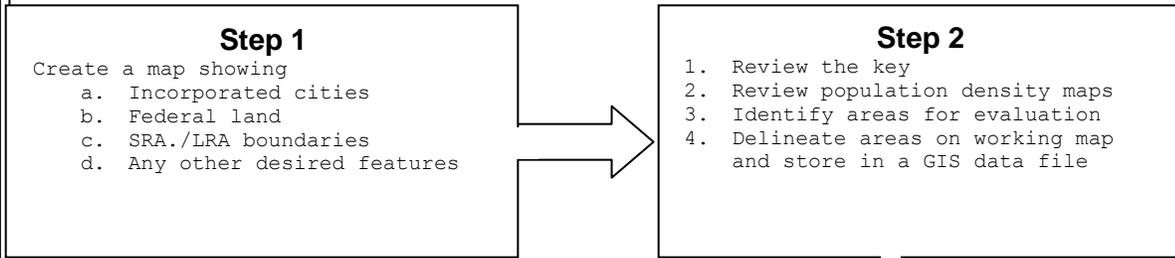
Appendix VII
MATERIALS LIST

ITEM	SOURCE*
Working Map and GIS Data Layers	Fire Plan or FRAP GIS Library
2. Documentation	Local photocopies
3. Digital Camera	purchase if necessary
4. Aircraft administrative flights	Unit, Region, or Sacramento Headquarters

* Region will provide all local source items to Contract Counties

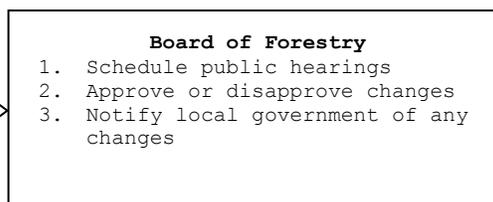
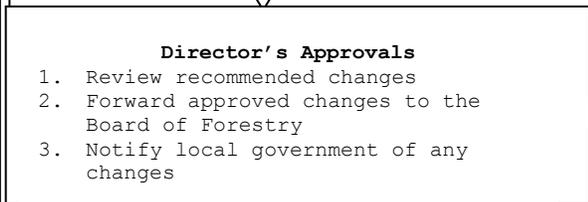
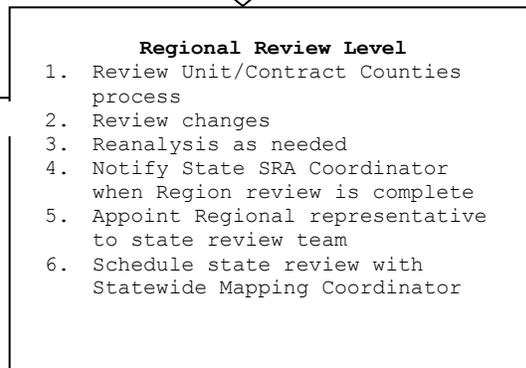
Appendix VIII
SRA Classification System Flow Chart

First Level



Third Level

Second Level



1 APPENDIX IX
2 RECORDING AUTOMATIC EXCLUSIONS AND INCLUSIONS
3

4 **Automatic Exclusions - incorporated city or additions to federal lands**

5
6 Change to the status of State Responsibility Area resulting from city
7 incorporation/annexation or transfer of private ownership to federal
8 ownership shall be reported to the State SRA Mapping Coordinator by the Unit,
9 Contract County, local government entity or State Board of Equalization) as
10 they occur. Upon notification, the State SRA Mapping Coordinator will update
11 the corporate SRA GIS data layer with any approved incorporated areas or
12 ownership changes and exclude these areas from SRA. Federal partners may
13 report changes in federal ownership to the State SRA Mapping Coordinator.
14 Update the CAL FIRE corporate SRA GIS data layer with the changes and then
15 post the updated data to the appropriate GIS data layer storage location.
16

17
18 **Automatic Inclusions - federal land sales or trades to private ownership**

19
20 Automatic inclusions to SRA status may be granted without Board of Forestry
21 and Fire Protection approval for lands which meet the criteria provided in
22 PRC 4126. Upon receipt of notification of a federal land sale or trade to
23 private ownership, the State SRA Mapping Coordinator will notify the
24 Unit/Contract County SRA Coordinator of the ownership change. If the
25 Unit/Contract Counties are notified of a land sale or trade, the State SRA
26 Mapping Coordinator should be notified of the change.

27 The State SRA Mapping Coordinator shall make an initial determination if the
28 land meets the requirements of becoming SRA. The Unit/Contract County SRA
29 Coordinator shall make the final determination as to whether the land meets
30 the requirements of becoming SRA.
31

32
33 **Automatic Inclusions or Exclusions- SRA GIS data layer inconsistencies in**
34 **relation to errors fixes and boundary issues**

35
36 Inconsistencies are occasionally discovered in the SRA corporate GIS data
37 layer. The majority of these findings involve incorrect federal/private
38 ownership or isolated parcels/fragments in the data. These discrepancies may
39 result in improper SRA classification. The intent of this section is to
40 provide a process for the State SRA Mapping Coordinator to follow in order to
41 correct inconsistencies when found.

42
43 When data inconsistencies are discovered, the same processes for automatic
44 exclusions and inclusions described above are to be followed to make the
45 appropriate determination of change, and document the change. This will often
46 result in an automatic change, but in some cases may require going through
47 the full Board approval process.

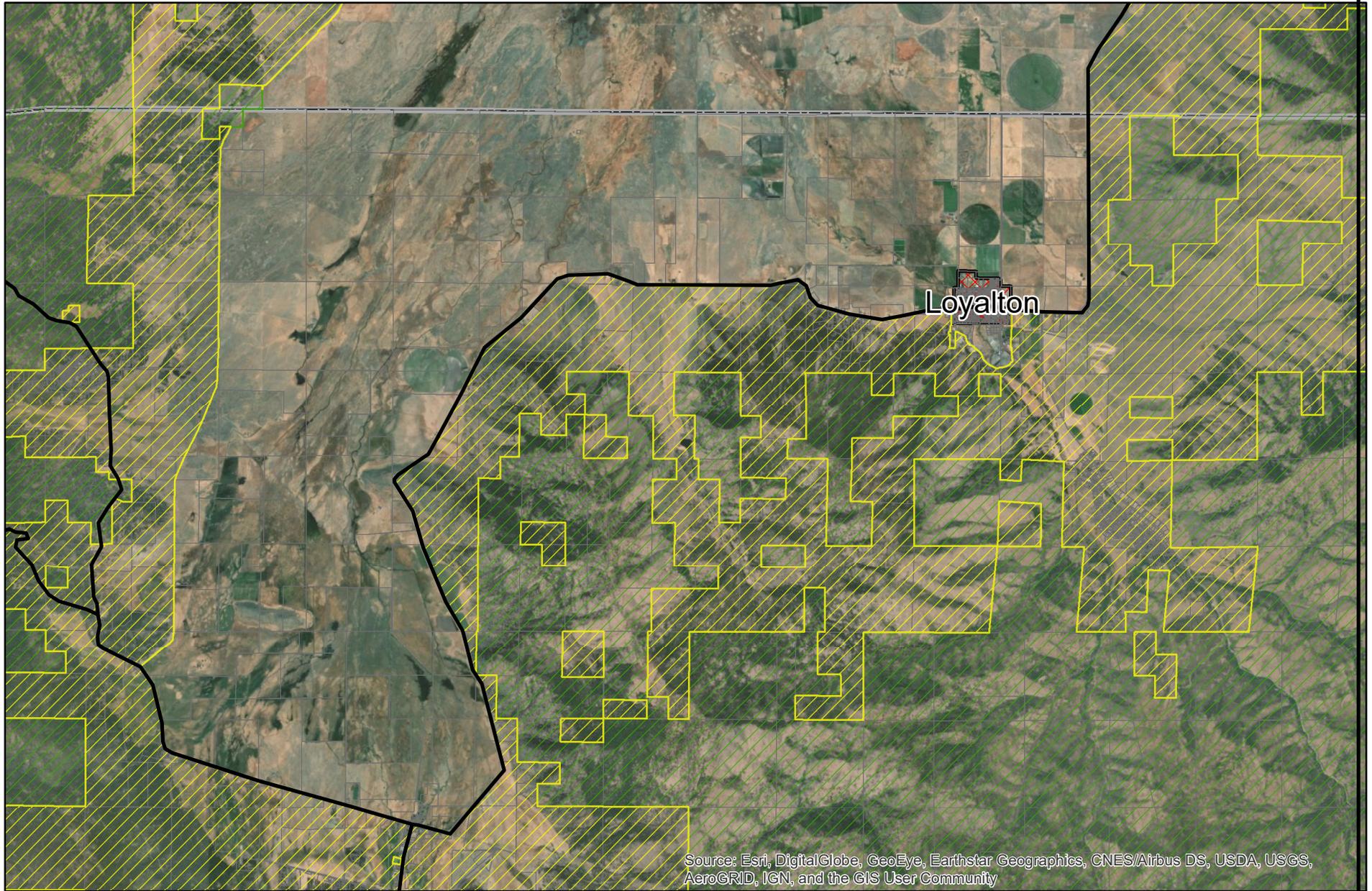
48 One common change involves inaccurate boundaries. The State SRA Mapping
49 Coordinator has the ability to move SRA boundaries up to 300 meters, if this
50 change is to improve the accuracy of an SRA boundary and is consistent with
the original intent of the boundary. For example, if the shape of an SRA

1 boundary clearly indicates it should follow a highway, the SRA boundary may
2 be moved up to 300 meters to align with that highway using a digital aerial
3 photograph. These error changes would qualify as automatic inclusions or
4 exclusions as previously described, not requiring full Board approval.

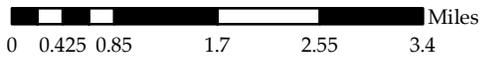
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Example SRA Review NEU - Sierra County

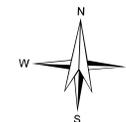


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Current Responsibility

- | | | | |
|---------|--|--------------|--|
| Local | | Incorp. City | |
| State | | Parcels | |
| Federal | | Highways | |

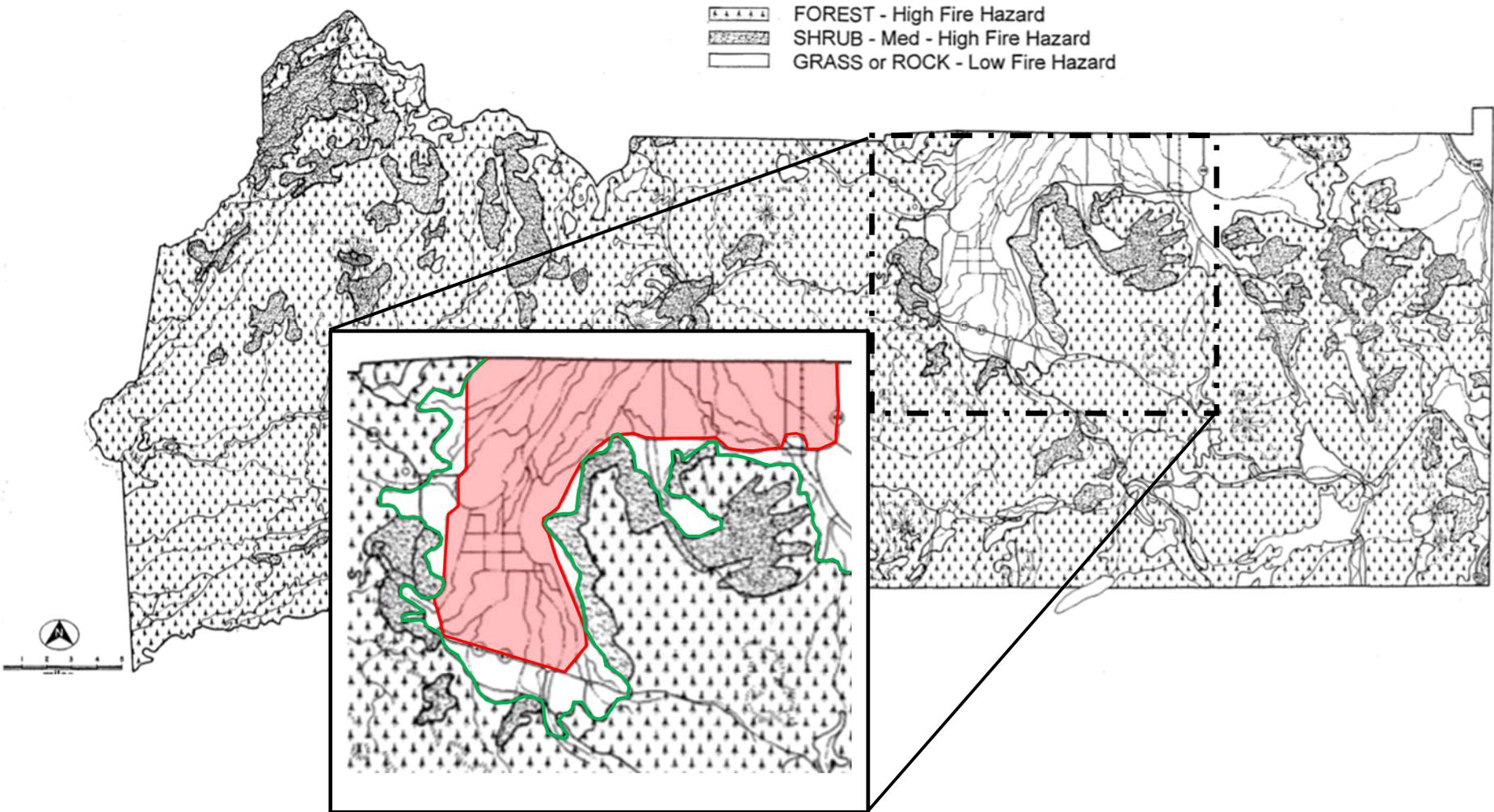


The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Obtain FRAP maps, data, metadata and publications on the Internet at <http://frap.cdf.ca.gov>
 For more information, contact CAL FIRE-FRAP, PO Box 944246, Sacramento, CA 94244-2460, (916) 327-3939.

Sierra County Fire Hazard Map

Inset showing Sierra Valley Area, Low Fire Hazard Designation (Green Line) Compared to Present LRA* Area (Red Zone)

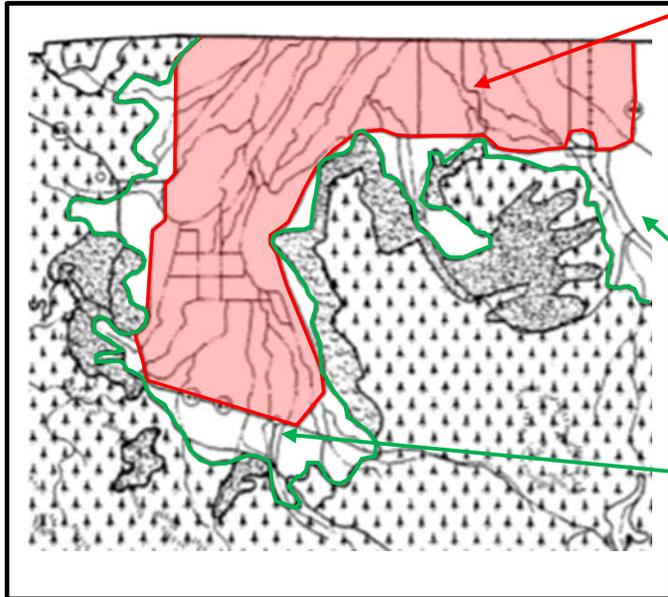


*Does not reflect Local Responsibility Areas due to incorporated Loyalton City boundaries.

Adapted from Source: County of Sierra (2012), *General Plan of Sierra County*, Page 474, Figure 14-3, Fire Hazard Map

Sierra County Fire Hazard Map

Inset showing Sierra Valley Area, Low Fire Hazard Designation (Green Line) Compared to Present LRA* Area (Red Zone)



The present LRA is principally used or useful for range or forage purposes but is (1) separated from forest or watershed lands by man's development (**Highways**); (2) irrigated or covered by cultivated crops so that the vegetation is not ordinarily flammable (**Low Fire Hazard**), and (3) beyond the toe of first significant slope and first good line of convenience (**Highways**). **These areas are not contiguous to areas described in PRC 4126 (a) and (b).**

Lands in the current SRA portions are also Low Fire Hazard, but are included in SRA because they are areas which are principally used or useful for range or forage purposes, **but are contiguous to the lands described in PRC 4126 (a) and (b) due to the location of first good line of convenience pursuant to PRC 4128.**

*Does not reflect Local Responsibility Areas due to incorporated Loyalton City boundaries.
Adapted from Source: County of Sierra (2012), *General Plan of Sierra County*, Page 474, Figure 14-3, *Fire Hazard Map*

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
---	---

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Paul Roen, District No. 3
PHONE NUMBER: 530-289-2879

AGENDA ITEM: Discussion/direction regarding the Tree Removal Information State Regulations provided by CAL FIRE, Nevada-Yuba-Placer Unit.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Letter and supporting documentation

BACKGROUND INFORMATION: See attached

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
---	---	---

COMMENTS:

CLERK TO THE BOARD

DATE

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

Nevada-Yuba-Placer Unit (NEU)
13760 Lincoln Way
Auburn CA, CA 95603
(530) 889-0111



February 12, 2020

To: Paul Roen
Board Chair
Sierra County Board of Supervisors
P.O. Drawer D
Downieville, CA 95936

RE: Tree Removal Information State Regulations

Mr. Chairman,

Representatives of CAL FIRE and the County of Sierra have met several times to discuss issues that have arisen from the conversion of timberland and CAL FIRE's enforcement jurisdiction. A root of the conflict lies in overlapping jurisdiction between Counties and CAL FIRE when development and subsequent conversion is proposed on timberland.

The Nevada-Yuba-Placer Unit (NEU) of CAL FIRE offers the enclosed document titled "Tree Removal Information State Regulations". The document is for both landowners and County employees. Distribution to landowners through permitting applications or application packages is encouraged as well as availability in the planning department.

The NEU Forest Practice Program would also like to build a working relationship with County Planning staff. A face to face meeting would allow for introductions of personnel. Such a meeting would also provide a venue to ensure the information contained in the document is understood and to discuss further steps that could be taken to provide a more positive experience to the public. If County Planning staff is available and interested, please have them contact David Ahmadi at 530-265-4589 Ext. 104.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Ahmadi".

David Ahmadi
Forest Practice Manager

cc: Sierra County Board of Supervisors
Brandon Pangman – Assistant Director Planning & Building Dept.
Unit Chief Brian Estes - Nevada Yuba Placer Unit
Chief Dennis Hall - Sacramento Headquarters



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

Nevada-Yuba-Placer Unit (NEU)
13760 Lincoln Way
Auburn CA, CA 95603
(530) 889-0111



Revised 02/07/2020

TREE REMOVAL INFORMATION STATE REGULATIONS

The California Department of Forestry and Fire Protection (CAL FIRE) is responsible for the enforcement of the Z'Berg – Nejedly Forest Practice Act on non-federal forested land. Timber harvest documents are required from CAL FIRE for the cutting and/or removal of trees when:

- Residential development, commercial development, agricultural development or any other building activities will occur regardless of tree size.
- or
- Material will be sold, bartered or traded for services.

Timber harvest documents are free to obtain from CAL FIRE. Some require a Registered Professional Forester (RPF) and all the documents require the work to be performed by an insured Licensed Timber Operator (LTO).

To speak with a local CAL FIRE Forester contact:

David Ahmadi – 530-265-4589 EXT. 104 – Truckee/North Tahoe, Sierra County
Alex Stone – 530-265-4589 EXT 124 – Yuba County/North Nevada County
Dan Sooy – 530-889-0111 EXT. 1028 – Placer County/South Nevada County

Timber Harvest Document forms can be found at www.fire.ca.gov.
Navigate to Programs>Resource Management>Forest Practice>Timber Harvest Forms

CAL FIRE timber harvest forms include:

1. Timberland Conversion Permit (TCP) & Less Than Three Acre Conversion Exemption

These documents are for a landowner who wishes to cut and/or remove trees to convert land to another use (e.g., to construct a home or other structure, to convert timberland to agricultural uses, etc.). Depending on the extent of the project a landowner may submit a Less Than Three Acre Conversion Exemption which allows for the one-time conversion of less than three acres of timberland. An RPF and LTO are required for conversion operations.

2. Exemptions

There are various exemptions allowing landowners to capture loss of dead or dying trees, reduce fire hazards around structures, thin forest stands, install fuel breaks, cut and sell firewood, and Christmas trees. Many of these documents don't require an RPF but all harvest documents require an LTO.

3. Emergencies

Emergencies are documents that a timberland owner can file after a natural disaster (fire, wind, snow and ice, pest, etc.) or to help fire safe a forest. An emergency requires a RPF and LTO.

4. Timber Harvest Plan (THP) / Non-Industrial Timber Management Plan (NTMP)

These documents are generally for timberland owners who wish to manage for commercial values. They require a RPF and LTO. An NTMP is limited to ownerships of no more than 2,500 acres.

“The Department of Forestry and Fire Protection serves and safeguards the people and protects the property and resources of California.”

Definitions of terms and laws

REGISTERED PROFESSIONAL FORESTERS

A Registered Professional Forester is licensed by the Board of Forestry to provide forestry services. A list of consulting RPF's can be found at <https://bof.fire.ca.gov/>
Navigate to Projects and Programs>Professional Foresters Registration

LICENSED TIMBER OPERATORS

Licensed Timber Operators are persons who have been licensed under the Forest Practice Act and are authorized to conduct forest tree cutting and removal operations. More information on LTO's can be found at www.fire.ca.gov
Navigate to Programs>Resource Management>Forest Practice>Licensed Timber Operators

A list of LTOs may be obtained from the CAL TREES website. Use the link below and run the valid LTO listing found under reports on the top right of the website.

<https://caltreesplans.resources.ca.gov/caltrees/>

Public Resources Code 4581. Necessity of timber harvesting plan.

No person shall conduct timber operations unless a timber harvesting plan prepared by a registered professional forester has been submitted for such operations to the department pursuant to this article. Such plan shall be required in addition to the license required in Section 4571.

Public Resources Code 4526. Timberland.

"Timberland" means land, other than land owned by the federal government and land designated by the board as experimental forest land, which is available for, and capable of, growing a crop of trees of a commercial species used to produce lumber and other forest products, including Christmas trees. Commercial species shall be determined by the board on a district basis.

Public Resources Code 4527. Timber operations.

(1) "Timber operations" means the cutting or removal, or both, of timber or other solid wood forest products, including Christmas trees, from timberlands for commercial purposes, together with all the incidental work, including, but not limited to, construction and maintenance of roads, fuel breaks, firebreaks, stream crossings, landings, skid trails, and beds for the falling of trees, fire hazard abatement, and site preparation that involves disturbance of soil or burning of vegetation following timber harvesting activities, but excluding preparatory work such as tree marking, surveying, or road flagging.

(2) "Commercial purposes" includes (A) the cutting or removal of trees that are processed into logs, lumber, or other wood products and offered for sale, barter, exchange, or trade, or (B) the cutting or removal of trees or other forest products during the conversion of timberlands to land uses other than the growing of timber that are subject to the provisions of Section 4621, including, but not limited to, residential or commercial developments, production of other agricultural crops, recreational developments, ski developments, water development projects, and transportation projects.

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Board of Supervisors
APPROVING PARTY: Peter W. Huebner, District 2
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Discussion/direction regarding the proposed contract with Plumas County for Library Services.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The ad hoc committee will provide an update on the contract and discuss Plumas County's recommendation to have Sierra County manage and be responsible for personnel staffing.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE:
February 18, 2020

TYPE OF AGENDA ITEM:
 Regular Timed
 Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Jim Beard, Chair, District No. 4
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Presentation by Wendy Jackson, Sierra County Schools for Adults on starting a Fire Basics Academy in Sierra County.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: see attached

FUNDING SOURCE:

GENERAL FUND IMPACT: No General Fund Impact

OTHER FUND:

AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:

- Approved
- Approved as amended
- Adopted
- Adopted as amended
- Denied
- Other
- No Action Taken

- Set public hearing
For: _____
- Direction to: _____
- Referred to: _____
- Continued to: _____
- Authorization given to:

Resolution 2020- _____
 Agreement 2020- _____
 Ordinance _____
Vote:
 Ayes:
 Noes:
 Abstain:
 Absent:
 By Consensus

COMMENTS:

CLERK TO THE BOARD

DATE

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE:
February 18, 2020

TYPE OF AGENDA ITEM:
 Regular Timed
 Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Jim Beard, Chair, District No. 4
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Mid-year update by the Alliance for Workforce Development on business and job seeker services for program year 2019/2020.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: see attached

FUNDING SOURCE:

GENERAL FUND IMPACT: No General Fund Impact

OTHER FUND:

AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:

- Approved
- Approved as amended
- Adopted
- Adopted as amended
- Denied
- Other
- No Action Taken

- Set public hearing
For: _____
- Direction to: _____
- Referred to: _____
- Continued to: _____
- Authorization given to:

Resolution 2020- _____
 Agreement 2020- _____
 Ordinance _____
Vote:
 Ayes:
 Noes:
 Abstain:
 Absent:
 By Consensus

COMMENTS:

CLERK TO THE BOARD

DATE



*Alliance For
Workforce Development, Inc.
Providing pathways to success*

Sierra County
Alliance for Workforce Development, Inc.
305 South Lincoln Street
Sierraville, CA 96126
Main: (530) 994-3349
Fax: (530) 994-3368

Sierra County Board of Supervisors – February 18, 2020

Discussion Paper:

Briefing on the Alliance for Workforce Development, Inc. operations in Sierra County

1. Purpose: It is my pleasure to update the Board on activities at the Alliance for Workforce Development Sierra County One Stop. We are Sierra County's America's Job Center of California (AJCC) provider. Our mission is to provide Businesses and Workers a common access point for employment, training, and other Workforce Services. AFWD delivers federal and state Workforce Innovation and Opportunity Act (WIOA) programs to Adults, Dislocated Workers, and Youth in Sierra County.

2. Discussion: AFWD is one of four service providers for the Northern Rural Training and Employment Consortium (NoRTEC). We provide workforce development programs and services in six of NoRTEC's 11 counties; Sierra, Plumas, Lassen, Modoc, Nevada, and Butte. As an AJCC, we maintain a "business first" philosophy, as embraced by NoRTEC and by WIOA legislation. This philosophy emphasizes focus on employer outreach and requires that businesses be in the forefront of our service delivery models.

I would like to thank Supervisor Roan, who continues to represent Sierra County on the NoRTEC Governing Board.

Staff continue to work with local businesses and jobseekers to ensure that employers find the most qualified individuals for the job, and workers obtain sustainable, long term employment. All efforts are tied to enhancing workforce development, promoting economic vitality, and fostering a *stable and prosperous business community* throughout Sierra County.

- We are excited to share that the One Stop located at 305 S. Lincoln Street, Sierraville has new extended hours of operation: Monday-Friday, 9am-2pm. In December we welcomed Debbie Devenzio to the Sierra office as Resource and Referral Coordinator. Debbie is a skilled client services professional who brings a wealth of experience in customer service, networking, stakeholder engagement, and community development to our Sierra County office.
- **Employment Number at a Glance:**
As of December 2019, the **National Unemployment Rate was 3.5%**, the lowest single month since May 1969. The **California Unemployment Rate was 3.9%**, continuing a trend from recent months. **Sierra County's December Unemployment Rate was 4.7%**. This number is up from 4.0% in November, but down from 5.4% in December 2018.

These numbers demonstrate that while employment is somewhat less robust in Rural Northern California than state or nationwide, the positive hiring trends of the broader economy are also reflected locally in Sierra County. While the Rural Northern California employment market faces unique challenges like severe weather conditions and seasonal employment opportunities, AFWD maximizes our positive impacts local employment by aligning our skills trainings, educational programs, and other jobseeker services with the staffing needs of employers who have current openings.

- **Sierra County Customers Served July 1 – December 31, 2019**

From July 1 through December 31 the AFWD Sierra County One Stop served a total of **47 individuals**.

3. Program Highlights:

Businesses Services: AFWD has been able to assist the Sierra County employer community with an array of business services, such as providing human resource information, employee training and assistance with job recruitments. Our Business Service Staff continue to develop new partnerships to facilitate new employment opportunities for Sierra County job seekers. On December 4, Business Service Staff from AFWD Sierra County attended a 2020 Labor Law Update Workshop in Chico, CA, to ensure that we are equipped with the latest changes and updates for the benefit of our Sierra County Business Partners.

Adult/Dislocated Worker/Youth Programs-Training and Supportive Services: AFWD Career Center Advisors support individuals through various client assessments and career exploration processes and assist them in attending classroom training and internships. In addition to internal job search, job readiness and career exploration provided by AFWD Staff, we maintain invaluable partnerships with education and government partners like **Feather River Adult Education, Sierra County, and Feather River College** to provide a broad array of training and skill development services to our clients.

Regional and Countywide Partnerships and Initiatives: AFWD continues to expand, strengthen and develop partnerships in Sierra County to encourage workforce and economic vitality. We continue our partnerships with the **Eastern Sierra Valley Chamber of Commerce, the Sierra County Chamber of Commerce, US Forest Service, CalTrans, the City of Loyalton**, in order to further develop employment and economic development opportunities in Sierra County.

Rapid Response Activities: AFWD staff in Sierra County has begun advertising services and preparing to enroll workers affected by pending layoff from American Renewable Power. We have begun advertising to affected workers through social media and other channels to make them aware of our retraining and reemployment services. We have also been in contact with ARP management, to coordinate the provision of Unemployment Insurance, WIOA enrollment, and general information to workers onsite at the ARP facility.

4. **Conclusion:** AFWD is pleased to continue offering Workforce Development services in Sierra County and to provide critical services to businesses and job seekers. As Sierra County's America's Job Center of California, our mission is to enhance economic vitality by creating a skilled, job-ready workforce and a stable and prosperous business community

throughout Sierra County. We appreciate our partners in the education, public, and private sectors who help make our mission possible, and we appreciate the Board for giving us an opportunity to present today.

For more information about AFWD activities, please visit our website, www.afwd.org where we have also added a **“Chat” feature** and click on CC Reports. Here you will find quarterly reports for each of AFWD’s service counties, and highlights of our work with the community. If you have any questions, please feel free to contact Debbie Devenzio at (530) 994-3349.

Thank you for your time.

Valerie Bourque
Business Services Representative

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Office of Emergency Services APPROVING PARTY: Tim H. Beals, Director PHONE NUMBER: 530-289-3251
--

AGENDA ITEM: Resolution rescinding Resolution 2019-048 and adopting a resolution authorizing expenditures under the Fiscal Year 17 State Homeland Security Grant Program.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The proposed expenditures represented on the resolution were recommended by the Operational Area Emergency Council on January 23, 2020.

FUNDING SOURCE: Homeland Security Grant
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$78,204 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA
STATE OF CALIFORNIA**

**IN THE MATTER OF RESCINDING RESOLUTION # 2019-048
AND CWWJ QTK #1 AMENDED EXPENDITURES ON THE
FY 17 STATE HOMELAND SECURITY GRANT PROGRAM**

RESOLUTION 2020-___

WHEREAS, the Fiscal Year 2017 Homeland Security Grant was approved and awarded to Sierra County in the amount of \$78,204.00; and,

WHEREAS, the Operational Area Emergency Council met on January 23, 2020, reviewed options and amended existing expenditures; and,

WHEREAS, Fire Districts planning to acquire equipment on this grant must provide Fire Match forms to the Coordinator of Office of Emergency Services.

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby rescinds Resolution 2019-048 and approves the following expenditures under the Fiscal Year 2017 Homeland Security Grant:

Sierra County Reverse 911-Code Red	\$ 7,500.00
Sierra City Fire Handheld Radios	\$ 11,500.00
Sheriff Office Computer Aided Dispatch Data Transfer	\$ 15,686.00
SCFPD #1 Printer	\$ 200.00
Alleghany Fire Radio	\$ 3,322.00
Pike Multi-Gas Monitor	\$ 1,620.00
SCFPD #1 Rope Kit	\$ 2,850.00
SCFPD#1 & Loyalton Fire Dept. Hydraulic Power Tools	\$ 17,618.00
Loyalton Fire Dept. Repeater Installation	\$ 3,000.00
Sheriff Office Radio Repeater Lease	\$ 3,936.00
Loyalton Fire Dept. Thermal Imaging Cameras	\$ 2,004.00
Sierra County Batteries	\$ 64.00
Fire Service Radio Repeater	\$ 4,994.00
<u>Management and Administration (M&A)</u>	<u>\$ 3,910.00</u>
Total Grant Funding	\$ 78,204.00

BE IT FURTHER RESOLVED that the Auditor is hereby authorized to pay purchase orders upon presentation under the Fiscal Year 2017 Homeland Security Grant Program consistent with the resolution and is directed to make any required changes to the County budget accordingly.

ADOPTED by the Board of Supervisors of the County of Sierra on the 18th of February, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

**JAMES BEARD, CHAIRMAN
BOARD OF SUPERVISORS**

ATTEST:

APPROVED AS TO FORM:

**HEATHER FOSTER
CLERK OF THE BOARD**

**DAVID PRENTICE
COUNTY COUNSEL**

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Office of Emergency Services APPROVING PARTY: Tim H. Beals, Director PHONE NUMBER: 530-289-3251
--

AGENDA ITEM: Resolution rescinding Resolution 2019-046 and adopting a resolution authorizing expenditures under the Fiscal Year 18 State Homeland Security Grant Program.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The proposed expenditures represented on the resolution were recommended by the Operational Area Emergency Council on January 23, 2020.

FUNDING SOURCE: Homeland Security Grant
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$78,300 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA
STATE OF CALIFORNIA**

**IN THE MATTER OF RESCINDING RESOLUTION #2019-046
AND AUTHORIZING AMENDED EXPENDITURES ON THE
FY 18 STATE HOMELAND SECURITY GRANT PROGRAM**

RESOLUTION 2020-____

WHEREAS, the Fiscal Year 2018 Homeland Security Grant was approved and awarded to Sierra County in the amount of \$78,182.00; and,

WHEREAS, the Operational Area Emergency Council met on January 23, 2020, reviewed options and determined certain needs; and,

WHEREAS, Fire Districts planning to acquire equipment under this grant must provide Fire Match forms to the Coordinator of Office of Emergency Services.

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby rescinds Resolution 2019-046 and approves the following expenditures under the Fiscal Year 2018 Homeland Security Grant:

Sierra County Reverse 911-Code Red	\$ 7,500.00
Oregon Peak Repeater Lease-Sheriff Office	\$ 4,104.00
Sheriff Office Spillman Data Transfer	\$ 8,164.00
Sheriff Office Base Station Radios	\$ 7,278.00
Alleghany Fire Dept. Warning System	\$ 9,321.00
Loyalton Fire & SCFPD#1 Laptops	\$ 4,800.00
SCFPD#1, Downieville Fire Handheld Radios	\$ 19,244.00
Sierra City Fire Jaws Equipment	\$ 9,060.00
Pike Fire Air Lifting Bag	\$ 1,300.00
Pike Fire Thermal Imaging Camera	\$ 1,002.00
Downieville Fire Rope Hardware and Harness	\$ 2,500.00
<u>Management & Administration</u>	<u>\$ 3,909.00</u>
Total Grant Funding	\$ 78,182.00

BE IT FURTHER RESOLVED that the Auditor is hereby authorized to pay purchase orders upon presentation under the FY 18 Homeland Security Grant Program consistent with the resolution and is directed to make any required changes to the County budget accordingly.

ADOPTED by the Board of Supervisors of the County of Sierra on the 18th of February, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

**JIM BEARD, CHAIR
BOARD OF SUPERVISORS**

ATTEST:

APPROVED AS TO FORM:

**HEATHER FOSTER
CLERK OF THE BOARD**

**DAVID PRENTICE
COUNTY COUNSEL**

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Office of Emergency Services APPROVING PARTY: Tim H. Beals, Director PHONE NUMBER: 530-289-3251
--

AGENDA ITEM: Resolution authorizing expenditures under the Fiscal Year 19 State Homeland Security Grant Program.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The proposed expenditures represented on the resolution were recommended by the Operational Area Emergency Council on January 23, 2020.

FUNDING SOURCE: Homeland Security Grant
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$78,300 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA
STATE OF CALIFORNIA**

**IN THE MATTER OF ADOPTION OF A RESOLUTION
APPROVING EXPENDITURES ON THE
FY 19 STATE HOMELAND SECURITY GRANT PROGRAM**

RESOLUTION 2020-____

WHEREAS, the Fiscal Year 2019 Homeland Security Grant was approved and awarded to Sierra County in the amount of \$78,300.00; and,

WHEREAS, the Operational Area Emergency Council met on January 23, 2020, reviewed options and determined certain needs; and,

WHEREAS, Fire Districts planning to acquire equipment under this grant must provide Fire Match forms to the Coordinator of Office of Emergency Services.

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors approves the following expenditures under the FY 2019 Homeland Security Grant:

Sierra County Reverse 911-Code Red	\$ 7,500.00
Oregon Peak Repeater Lease-Sheriff Office	\$ 4,500.00
Sheriff Office Base Station Radio Replacement	\$ 5,284.00
Sheriff Office Antenna Replacement	\$ 5,000.00
Sheriff Office Radio and Antenna Installation	\$ 4,853.00
Downieville Fire Dept. Warning System	\$ 10,000.00
Sierra City Fire JAWS Equipment	\$ 1,248.00
SCFPD#1 Vehicle Stabilization Kit	\$ 6,000.00
Sierra County Emergency Operation Plan Update	\$ 30,000.00
<u>Management & Administration</u>	<u>\$ 3,915.00</u>
Total Grant Funding	\$ 78,300.00

BE IT FURTHER RESOLVED that the Auditor is hereby authorized to pay purchase orders upon presentation under the FY 19 Homeland Security Grant Program consistent with the resolution and is hereby directed to make any required changes to the County budget accordingly.

ADOPTED by the Board of Supervisors of the County of Sierra on the 18th day of February, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

**JAMES BEARD, CHAIRMAN
BOARD OF SUPERVISORS**

ATTEST:

APPROVED AS TO FORM:

**HEATHER FOSTER
CLERK OF THE BOARD**

**DAVID PRENTICE
COUNTY COUNSEL**

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Advance approval of expenditure in the amount of \$8,600.00 to Light Foot Truck Repair, Inc. for clutch and transmission replacement, and related parts and labor for Road Department vehicle #282, a Peterbilt water truck.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Estimate dated 1/30/20 from Light Foot Truck Repair in the amount of \$8,388.66.

BACKGROUND INFORMATION: This is for necessary repairs in order to keep this equipment operational in the Road Department.

FUNDING SOURCE: 031 (Road)
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$8,600.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____	DATE _____
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Lightfoot Truck Repair, Inc.

PO Box 7923

Auburn, CA 95604 US

Estimate

ESTIMATE # 1070

DATE 01/30/2020

ADDRESS

Sierra County
Po Box 98
Downieville 95936
United States

SHIP TO

Truck# 282
1994 Peterbilt 377
Vin# RD357754
Miles: 721,485

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

TRUCK#

282

WO#

13136

ACTIVITY	QTY	RATE	AMOUNT
Service labor hours	22	120.00	2,640.00
Clutch slipping & Transmission pops out of gear - Estimate to Dis Connect Trans. & Remove & Remove old clutch & flywheel - (Inspect Engine rear main seal for leakage at this time & Update pricing if needed) - Surface Flywheel & Re Install to engine - Install New Clutch assembly - Transfer over needed parts to re use onto Reman Transmission & Install Trans. & Hook Up in reverse order of removal - Refill Trans. with new 50wt gear oil & Road test.			
Reman 10 speed Transmission	1	3,380.00	3,380.00T
New Clutch Pack	1	775.00	775.00T
Pilot Bearing	1	25.00	25.00T
Clutch Brake	1	35.00	35.00T
Outside Labor - Surface Flywheel	1	115.00	115.00
50WT Trans. Oil	1	145.00	145.00T
Environmental Service Fee (Waste Oil Disposal Fee)	4	2.50	10.00T
Misc. Supplies & Small parts	1	35.00	35.00T
Service labor hours	4	120.00	480.00
Speedometer not working - Old out dated Tachograph version with very limited parts availability - Remove old speedometer set up - Make a new aluminum dash panel & mount round electronic speedometer head - Install Electronic pick up in Transmission tail shaft - Run all nec. wiring & Test.			
Speedo Head - Pick up Sensor & Wiring supplies	1	400.00	400.00T

SUBTOTAL 8,040.00
TAX (7.25%) 348.36
TOTAL **\$8,388.36**

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
---	---

DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Resolution approving plans, specifications and bidding documents and authorizing solicitations of bids for the construction of the foundation for the Sierra County Wellness Center.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Plans, Specifications and Bidding Documents are on file at DPW and will be available for the Board Meeting.

FUNDING SOURCE: BEHAVIORAL HEALTH - MHSA FUNDING
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

 CLERK TO THE BOARD _____
 DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF APPROVING
PLANS, SPECIFICATIONS AND
BIDDING DOCUMENTS FOR
FOUNDATION CONSTRUCTION FOR
SIERRA COUNTY WELLNESS CENTER**

RESOLUTION 2020-_____

Be It Resolved:

1. Plans, Specifications and Bidding Documents for construction of the foundation for the Sierra County Wellness Center are hereby approved.
2. The Director of Transportation is hereby authorized to advertise and solicit bids for the referenced construction project.

ADOPTED by the Board of Supervisors of the County of Sierra on the 18th day of February, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

COUNTY OF SIERRA

JAMES BEARD
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
DEPUTY COUNTY COUNSEL

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Probation APPROVING PARTY: Jeffrey D Bosworth PHONE NUMBER: (530) 289-3277

AGENDA ITEM: Annual renewal of probation's pretrial electronic monitoring per 1203.018 PC and post sentence electronic monitoring program per 1203.016 PC

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Electronic Monitoring Rules

BACKGROUND INFORMATION: 1203.018 & 1203.016 PC require annual approval of electronic monitoring programs

FUNDING SOURCE: AB109 & SB678
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____	DATE _____
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Jeffrey D. Bosworth
Chief Probation
Officer

Probation Department Sierra County

P.O. Box 67
Downieville, California 95936
(530) 289-3277
FAX (530) 289-2821



Hon. Charles H. Ervin
Hon. Yvette Durant
Superior Court Judges

DATE: February 4, 2020
TO: Sierra County Board of Supervisors
FROM: Jeff Bosworth
RE: Annual Review of Electronic Monitoring Program Rules

There are several electronic monitoring (EM) programs authorized by statute, not all of which are utilized by Sierra County. Of the three that are used, only the first two listed are required to have the rules reviewed annually by the local board of supervisors. As for the third, the chief probation officer has the intrinsic authority to implement the program for those individuals subject to probation supervision.

In order to be eligible for either of the first two programs, the defendant must be approved by the court, after consultation with the district attorney and the public defender. After consulting with the sheriff, the chief probation officer will make the final decision as to which eligible individuals will participate in the program. It is extremely unlikely that anyone would be placed on either of the first two programs over the objection of the sheriff.

1203.016 PC: In lieu of jail sentence (post sentence)
Initial Approval: Board Resolution 15-010

This particular program allows for certain individuals to serve all or a portion of their jail sentence on electronic monitoring. In order to qualify for participation in Sierra County's Post Sentence Electronic Monitoring Program, the inmate must be serving a local sentence with no holds or outstanding warrants.

1203.018 PC: In lieu of bail (pretrial)
Initial approval: Board Resolution: 13 - 085

This program is targeted at individuals who cannot afford bail, but at the same time do not represent a safety risk to the community, yet for one reason or another are not an appropriate candidate for a release on their own recognizance.

1210.7 PC Persons on Probation

This portion of the program can be used on any individual who is subject to probation supervision. The program is used as an intermediate sanction between counseling and jail, as well as an aid to supervision when we feel the need to constantly monitor the individual's whereabouts.

These programs have been in place for some years now. They continue to save the county money on booking and transportation fees, without having a significant negative effect on public safety. To date, no one has ever been convicted of a new crime committed while on our EM programs.

Last year there were some statutory (SB 190) changes to the rules that removed the department's ability to charge persons age 21 or under within the criminal court who were released to home confinement per 1203.016 PC. All persons within the juvenile court were relieved of fees. That change was adopted by the board and although the law did not relieve persons 21 years old or under on pre-trial monitoring per 1203.018 PC, the board extended the same as a courtesy. We do have the ability to charge an individual over 21 within the criminal court up to \$10 a day for EM services.

This year there have not been any changes to the rules although the rules have been reorganized to make them more user friendly.

For the future, probation along with the court have been working on a new fourth program which is anticipated to be implemented soon. Like the 1210.7 PC program for probation supervision monitoring, this program does not require board authorization or annual review but probation will keep the board apprised with updates in the regular annual process for transparency. The new program falls under the courts and their statutory ability to order reasonable conditions of pre-trial release on own recognizance (OR).

1203.018 PC – Pre Trial Program

ELECTRONIC MONITORING RULES

- I. **Eligibility:** In order to qualify for participation in Sierra County's pre-trial electronic monitoring program, the inmate must be an inmate with no holds or outstanding warrants and one of the following circumstances must apply:
 1. have been held in custody for at least 30 calendar days from the date of arraignment pending disposition of only misdemeanor charges
 2. have been held in custody pending disposition of charges for at least 60 calendar days from the date of arraignment.
 3. The inmate is appropriate for the program based on a determination by the courts and chief probation officer that the inmate's participation would be consistent with the public safety interests of the community.
- II. **Basic Rules and Notices to the Defendant**
 1. I understand that any violations of these conditions may result in a return to custody without further order from the court.
 2. I will not tamper with the Electronic Monitoring equipment that has been issued to me, nor will I permit tampering by any other person.
 3. Intentionally failing to return to the place of detention on time may be punished as escape (4532 PC). Intentionally damaging the equipment may be punishable as escape by force.
 4. Intentionally damaged or lost equipment may also result in formal misdemeanor/felony charges being filed with the court.
 5. I understand that my participation in the program will be monitored by a tamper-resistant, non-removable G.P.S. ankle bracelet, which I agree to wear 24 hours a day during the entire period of the Electronic Monitoring Program
 6. I understand that willful failure to abide by the pre-determined schedule established by the Probation Officer may be cause for an arrest and return to custody without further order from the court.
 7. I understand that the loss of a receiving signal or the receipt of a tamper signal by the monitoring device shall constitute prima facie evidence that I have violated my probation/PRCS. I further agree that the computer printout may be used as evidence in a Court of Law to prove said

violation. Loss, intentional damage, or damage sustained to the unit(s) or their components due to negligence, and/or failing to follow the charging instructions will result in a return to custody without further order from the court.

8. In the event of loss or damage, I will be held financially responsible for all equipment issued to me not to exceed \$2000.00. The actual replacement and or repair cost will be determined by the contracted monitoring company. Reimbursement will be set up through the Probation Department.
9. I may be required to have a private residential phone line with basic service only. **(At the discretion of the probation officer)**. Optional services, such as call-waiting or call-forwarding, may not be allowed. Cordless phones and answering machines are not permitted while on this program. Computer internet services are not permitted unless they are on a separate line. These services must be removed within 5 days of being placed on the program.
10. I understand that it is my responsibility to advise all individuals residing in my residence of the rules and regulations of this program. All residents of the household and I will grant admittance to my home to any peace officer and or probation officer at any hour of the day or night.
11. I agree to notify the Probation Staff of any threatening or dangerous animals at my residence. Any threatening or dangerous animal at the offender's residence must be restrained or removed when any law enforcement officials are present.
12. I will keep my telephone in good repair and the line available for incoming calls. All telephone conversations will be limited to ten (10) minutes in duration or less.
13. I understand that while I am on the Sierra County Probation Department's electronic monitoring program, I will be subject to the following search clause, whether it is otherwise ordered by court or not:

Defendant shall submit his/her person, property, vehicle, and/or place of residence or any container under his/her control or in which you have an interest, to search and seizure for evidence of probation violation, or the terms of your pretrial release, at any time of the day or night, with or without a search warrant, and with or without reasonable suspicion, or probable cause, and with or without your specific presence or consent, by any probation officer or other peace officer.

Defendant shall submit to search of all information contained in his/her electronic devices and electronic media accounts, with such passwords or other access codes provided by such defendant to any probation officer or other peace officer through means of physical interaction or electronic communication with the device, pursuant to 1546.1(c)(9)&(10) PC.

14. I will not possess dangerous or deadly weapons.
15. I will not consume or possess any alcoholic beverages, illegal drugs, or narcotics. I will advise the Probation Officer of any prescription drugs I am required to take.
16. I understand that my employer may be contacted, either in person or by telephone, to verify my continued employment and working hours.
17. During any curfew period, if I am allowed to leave my residence I will proceed directly to and from the destination(s) that had/have been approved by the Probation Officer.
18. I will be financially responsible for any medical expenses incurred while participating in the Electronic Monitoring Program.
19. I will notify the Probation Officer as soon as possible of any changes in status of my employment, school studies, job training, treatment program, or other Electronic Monitoring Program component or extension.
20. I understand any expense for special adapters necessary in the installation of electronic equipment and/or the expense of phone calls incurred to monitor this equipment shall be at my own expense.
21. I understand that if I am over 21, I may be billed up to \$10 a day (depending upon ability to pay) during this program. Inability to pay will not preclude me from participating in the program.
22. Willful failure to make payments as directed may result in my termination from the program (subject to ability to pay). Program failure does not guarantee program refunds
23. If I am arrested or otherwise suddenly terminated from the electronic monitoring program, I hereby give my consent for the Sierra County Probation Department to enter my residence without further order of the court to retrieve any electronic monitoring equipment that may have been left behind during the course of my arrest or termination from the program

III. Additional Rules and Notices used on a case by case basis

I understand that I will be required to stay within the interior premises of my home, and/or within the areas determined by the courts/probation while on the program.

The primary use of voicemail for contacting the Probation Department is for emergency situations which necessitate my leaving my home at unauthorized times or to request a return call. I understand that leaving a message on **voicemail is NOT an authorization** to change my schedule or leave my home. I must obtain prior approval in person or by telephone from the Probation Officer to change my schedule

I will submit any schedule change request at least one week in advance. I will supply any documentation requested by the Probation Officer to verify my schedule. Schedule change requests will be kept to a minimum to maximize the efficiency of the program.

If released from work or any other program component earlier than usual, or if work or other program component is canceled for the day, I will immediately return to my residence and notify the Probation Officer.

My assigned curfew is:

Monday – Friday: _____ p.m. to _____ a.m.

Saturday- Sunday: _____ p.m. to _____ a.m.

Holidays: _____ p.m. to _____ a.m.

I will only leave my residence during my assigned curfew for the following reasons:

- a) To attend work as **pre-approved** by the Probation Officer.
- b) To attend and participate in a treatment program or counseling as **pre-approved** by the Probation Officer.
- c) To attend to personal affairs as **pre-approved** by the Probation Officer.
- d) When directed to do so by emergency personnel, i.e. police, fire, paramedic, etc.
- e) When an emergency situation, such as serious illness or injury, or injury to my immediate family or myself necessitates my leaving the residence.
- f) In case of (d) and (e) I will immediately, or as reasonably practical, call the Electronic Monitoring Program and advise the Probation Officer of such incidents during business hours. If the incident occurs during non-business hours, I will call the Probation Officer's voice mail and explain the nature of my emergency or incident requiring me to leave. I will provide written proof of any incident to the EMP staff the next business day or as soon as reasonably practical.

g) All other absences require the prior approval of the Probation Officer. I will be required to provide written documentation verifying these absences.

I will not enter the following exclusion zone(s):

1. _____

(reserved for additional terms)

IV. BASIC INSTRUCTIONS FOR WEARING THE EM DEVICE (tag)

1. Attach the charging device by clipping it to both sides of the tag
2. Light on front indicates contact with charger, not battery level
3. Remove the charger by gently detaching its clips from the tag
4. Charge 2 x day for 30 continuous minutes each time
5. If a 30 minute charge is skipped, charge for 60 continuous minutes
6. If you feel a low battery vibration (2 x every 10 min.) charge for 2.5 continuous hours
7. Do not charge while sleeping or driving
8. Do not submerge device in water (such as baths, pools, etc.)
9. Do not force a boot over device
10. A sock can be worn over and or under device
11. Device is hypoallergenic and cannot overheat
12. Do not tamper with the device
13. Do not expose to extreme temperature (below -4°F or above 131°F)
14. Notify probation immediately if a medical procedure requires removal of the tag
15. Do not press "status call button" on device unless specifically instructed
16. If the tag vibrates or beeps call your probation officer ASAP
17. If the light shines or blinks (when off charger) call your probation officer ASAP

1203.016 PC – Post Sentence Program

ELECTRONIC MONITORING RULES

- I. **Eligibility:** In order to qualify for participation in Sierra County's Post Sentence electronic monitoring program, the inmate must be serving a local sentence with no holds or outstanding warrants and be approved for participation by the court.

- II. **Basic Rules and Notices to the Defendant**
 1. I understand that any violations of these conditions may result in a return to custody without further order from the court.
 2. I will not tamper with the Electronic Monitoring equipment that has been issued to me, nor will I permit tampering by any other person.
 3. Intentionally failing to return to the place of detention on time may be punished as escape (4532 PC). Intentionally damaging the equipment may be punishable as escape by force.
 4. Intentionally damaged or lost equipment may also result in formal misdemeanor/felony charges being filed with the court.
 5. I understand that my participation in the program will be monitored by a tamper-resistant, non-removable G.P.S. ankle bracelet, which I agree to wear 24 hours a day during the entire period of the Electronic Monitoring Program
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 7. I understand that the loss of a receiving signal or the receipt of a tamper signal by the monitoring device shall constitute prima facie evidence that I have violated my probation/PRCS. I further agree that the computer printout may be used as evidence in a Court of Law to prove said violation. Loss, intentional damage, or damage sustained to the unit(s) or their components due to negligence, and/or failing to follow the charging instructions will result in a return to custody without further order from the court.
 8. In the event of loss or damage, I will be held financially responsible for all equipment issued to me not to exceed \$2000.00. The actual replacement and or repair cost will be determined by the contracted monitoring

company. Reimbursement will be set up through the Probation Department.

9. I may be required to have a private residential phone line with basic service only. **(At the discretion of the probation officer)**. Optional services, such as call-waiting or call-forwarding, may not be allowed. Cordless phones and answering machines are not permitted while on this program. Computer internet services are not permitted unless they are on a separate line. These services must be removed within 5 days of being placed on the program.
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Defendant shall submit his/her person, property, vehicle, and/or place of residence or any container under his/her control or in which you have an interest, to search and seizure for evidence of probation violation, or the terms of your pretrial release, at any time of the day or night, with or without a search warrant, and with or without reasonable suspicion, or probable cause, and with or without your specific presence or consent, by any probation officer or other peace officer.

Defendant shall submit to search of all information contained in his/her electronic devices and electronic media accounts, with such passwords or other access codes provided by such defendant to any probation officer or other peace officer through means of physical interaction or electronic communication with the device, pursuant to 1546.1(c)(9)&(10) PC.

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1. _____



(reserved for additional terms)

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3. Remove the charger by gently detaching its clips from the tag
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6. If you feel a low battery vibration (2 x every 10 min.) charge for 2.5 continuous hours
7. Do not charge while sleeping or driving
8. Do not submerge device in water (such as baths, pools, etc.)
9. Do not force a boot over device
10. A sock can be worn over and or under device
11. Device is hypoallergenic and cannot overheat
12. Do not tamper with the device
13. Do not expose to extreme temperature (below -4°F or above 131°F)
14. Notify probation immediately if a medical procedure requires removal of the tag
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17. If the light shines or blinks (when off charger) call your probation officer ASAP

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: January 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
--	---

DEPARTMENT: Clerk-Recorder/Elections
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the regular meeting held on December 17, 2019.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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COMMENTS:

CLERK TO THE BOARD

DATE



**STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
MINUTES
REGULAR MEETING**

Lee Adams, District 1

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov

Peter W. Huebner, District 2

P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov

Paul Roen, Chair, District 3

P.O. Box 43 - Calpine, CA 96124 - 530-565-6048 - supervisor3@sierracounty.ca.gov

Jim Beard, Vice-Chair, District 4

P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 - jbeard@sierracounty.ca.gov

Sharon Dryden, District 5

P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors met in regular session commencing at 9:00 a.m. on December 17, 2019 at the Loyalton Social Hall, Loyalton City Park, Loyalton, CA. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Supervisor Dryden

ROLL CALL

Present: Lee Adams, Supervisor, District #1
Peter W. Huebner, Supervisor, District #2
Paul Roen, Supervisor, Chair, District #3
Jim Beard, Supervisor, Vice-Chair, District #4
Sharon Dryden, Supervisor, District #5

Staff: Heather Foster, County Clerk-Recorder
Amanda Uhrhammer, Deputy County Counsel
Van Maddox, Auditor/Treasurer Tax-Collector
Tim Beals, Director of Planning and Transportation
Lea Salas, Director of Behavioral Health
Vickie Clark, Director of Health and Social Services

December 17, 2019

APPROVAL OF THE CONSENT AGENDA

The Board moved to approve the Consent Agenda.

APPROVED. Motion: Huebner/Beard/Unanimous Roll Call Vote: 5/0

11. CONSENT AGENDA

11.A. Agreement for Indemnification and Reimbursement for Extraordinary Costs for R.R. Lewis Small Water Company, applicant and Walter Brett, et al, landowner: RR Lewis Wixson Spring Chlorination Project. The project site, identified as APN 008-230-014 is located near Sierra City. (PLANNING)

APPROVED, Agreement 2019-142

11.B. Professional services agreement between Nevada County Department of Health and Human Services and Sierra County for Crisis Stabilization Unit (CSU) Services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2019-143

11.C. Professional services agreement between Nevada County Department of Health and Human Services and Sierra County for respite services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2019-144

11.D. Resolution approving Program Supplement Agreement No. F039 to Administering Agency-State Agreement No. 03-5913 F15, related to Emergency Relief Funding for Westside Road Site from the 2017 storm damage. (PUBLIC WORKS)

ADOPTED, Resolution 2019-157

APPROVED, Agreement 2019-145

11.E. Resolution approving Program Supplement Agreement No. F040 to Administering Agency-State Agreement No. 03-5913 F15, related to Emergency Relief Funding for Henness Pass Road Site from the 2017 storm damage. (PUBLIC WORKS)

ADOPTED, Resolution 2019-158

APPROVED, Agreement 2019-146

11.F. Resolution authorizing Director of Transportation to fill temporary extra help road maintenance worker position for duration of leave of absence of existing road maintenance worker. (PUBLIC WORKS)

December 17, 2019

ADOPTED, Resolution 2019-159

11.G. List of appointive terms expiring during the 2020 Calendar Year. (CLERK-RECORDER)

11.H. Minutes from the regular meeting held on November 19, 2019. (CLERK-RECORDER)

APPROVAL OF REGULAR AGENDA

At the request of Supervisor Adams, Correspondence Item 12.B. was moved to the Regular Agenda as Item 9.C.

12.B. Email from the Assistant Chief of Staff for San Jose Mayor Sam Liccardo requesting the County join the coalition of local government leaders who are advocating for a customer-owned PG&E.

The Board moved to approve the Regular Agenda as amended.

APPROVED as amended. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

REGULAR AGENDA

2. PUBLIC COMMENT OPPORTUNITY

At 9:09 a.m. Chair Roen opened and closed the public comment opportunity with no persons addressing the Board.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

Supervisor Adams reported that the ad hoc committees for the Proposition 68 funding and the PSPS events will meet January 9, 2020. Supervisor Adams also reported on a discussion he had with the Cal Fire Chief regarding the conversion permit requirements and working to schedule a future meeting with the Cal Fire Chief, the Planning Director and Board Chair in Sacramento.

Chair Roen reported on the Sierra Nevada Conservancy meeting last Thursday.

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

December 17, 2019

The Director of Behavioral Health reported on the MHSA plan external quality review at end of January and the State Mental Health Outcome and Accountability Director will be visiting Sierra County for the first time in January.

The Director of Health and Social Services reported on the retirement of one of their ICW employees and her decision to leave the position vacant for the time being; meetings with the Alliance for Workforce Development, School Superintendent James Berardi and Adult Educator Wendy Jackson regarding how they can bring more skills training into the communities so people can obtain better paying jobs and looking at Social Services realignment funding to help some of the employers take in trainees/internships; and the community outreach van's first voyage yesterday.

The Director of Planning reported on road work and parking issues in Verdi; posting public notices at the Verdi Post Office; an article from the Reno Gazette regarding the completion of the Stone Gate Development and the County needing to be prepared for what's coming with respect to impacts the County; a rush in building permits as a result of upcoming changes in the building codes effective January 1, 2020; Dennis Marsh has officially retired from the Road Department; and the equipment acquisition for the Road Department.

5. FOREST SERVICE UPDATE

Sierraville District Ranger Quentin Youngblood provided an update on various projects going on in the district.

9. BOARD OF SUPERVISORS

- 9.A. Discussion/direction regarding the donation of land consisting of approximately 982 acres along the Little Truckee River from the Truckee Donner Land Trust to the US Forest Service. (CHAIR ROEN)

Supervisor Adams provided background on PG&E's first bankruptcy and agreeing to give 144,000 acres of forested land around the state to government agencies, nonprofits, and Indian tribes which had to be tax neutral in order to make counties whole. Supervisor Adams further questioned if there an opportunity to do something similar with this transaction as this is a loss of \$14,000 to the County.

Chair Roen commented that he is looking for direction from the Board to go to Sacramento and have a conversation about creating a program going forward to address this.

Discussion ensued with the Board.

Following discussion and by consensus, the Board directed County Counsel to review whether there is legal authority to make these types of transfers tax neutral.

December 17, 2019

- 9.B. Resolution denying the appeal of Solid Waste Assessment Fees for 2018-2019 filed by Joseph G. Arata for APN 009-142-001-0. (CLERK OF THE BOARD)

The Board moved to adopt the resolution denying the appeal of Solid Waste Assessment Fees for 2018-2019 filed by Joseph G. Arata for APN 009-142-001-0.

ADOPTED, Resolution 2019-160. Motion: Dryden/Beard/Unanimous Roll Call Vote: 5/0

- 9.C. Email from the Assistant Chief of Staff for San Jose Mayor Sam Liccardo requesting the County join the coalition of local government leaders who are advocating for a customer-owned PG&E. **(Correspondence Item 12.B.)**

Supervisor Adams reviewed the email and commented that RCRC's general consensus is that PG&E will not be the same when they come out of bankruptcy and is suggesting staying silent for now and wait to see what happens.

No action taken.

- 8.C. Discussion and direction with regard to upcoming Office Highway Motor Vehicle Registration (Green Sticker) Grant Program, applications period which opens in January 2020 and is due March 2, 2020.

The Director of Public Works provided background on the Green Sticker Program which has allowed for construction of the trailhead at Bassetts, the trailhead at Little Truckee Summit; the purchase of snowmobiles for the Sheriff's Office, etc. The Director further recommended the Chair appoint an ad hoc committee to determine if there are potential projects that this funding could be used for and suggested further development of trailheads at the Lakes Basin and snow stations located throughout the region.

Chair Roen appointed an ad hoc committee consisting of himself as Chair and Supervisor Adams to review projects for the use of the Off Highway Motor Vehicle Registration (Green Sticker) Grant Program funding.

6. HEALTH & SOCIAL SERVICES - VICKIE CLARK

- 6.A. Resolution approving and appointing retired annuitant, Elizabeth Morgan, to temporarily fill the extra help position of an Environmental Health Specialist III.

The Director of Health and Social Services provided background on the request to appoint a retired annuitant.

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Chair Roen commented that the Clerk has forwarded to the full Board an email from CalPERS stating the appointment is in compliance with the post-retirement employment law.

Deputy County Counsel commented that the employee has been gone for six months and this is a different position than the employee previously held so her concerns have been answered. Deputy County Counsel further recommended the employee sign a statement acknowledging that the County is not guaranteeing what CalPERS will do.

The Board moved to adopt the resolution approving and appointing retired annuitant, Elizabeth Morgan, to temporarily fill the extra help position of an Environmental Health Specialist III and directed having the employee sign a statement.

ADOPTED, Resolution 2019-161. Motion: Adams/Huebner/Unanimous Roll call Vote: 5/0

Supervisor Adams announced that both the PILT and SRS funding are in the Federal funding package for two years.

7. **PLANNING / BUILDING - TIM BEALS**

- 7.B. Discussion and direction on findings from the Conservation Easement presentation made by the UC System in Calpine on November 6, 2019 including the draft document entitled "Sustainable Agricultural Lands Conservation Program Minimum Requirements".

The Director of Planning addressed concerns regarding sustainability of agriculture in the Sierra Valley and the County's General Plan having been built around making agriculture a high priority. The Director continued to express concerns regarding the Department of Conservation having taking a hands-off approach to the Williamson Act and Farmland Security Zone since the subvention program has taken a dip which he believes is a mistake as the law still requires them to monitor and enforce breaches in contracts.

Chair Roen commented that the Sierra Nevada Conservancy is fully aware of these issues and agrees that there are possibly some incompatibilities going forward and has directed staff to review all projects going forward to make sure they are fully compatible with land conservation contracts. Chair Roen added that County Counsel has indicated that any inconsistencies found can be addressed by having the landowner amend the easements to become compatible with the Williamson Act contracts.

The Director further commented on the need to review the current Farmland Security Zone and Williamson Act contracts and determine which ones have current conservation easements. Once this is determined the Board will need to make a decision

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regarding contract administration which will affect a number of property owners in the County and a few land trusts.

Discussion ensued with the Board.

Following discussion, the Board moved to send a letter to the Department of Conservation requesting an extension of the deadline on the draft Sustainable Agricultural Lands Conservation Program Minimum Requirements comment period and requesting representatives from the Department of Conservation attend a future meeting with the Board of Supervisors.

APPROVED. Motion: Dryden/Huebner/Unanimous Roll Call Vote: 5/0

- 8.A. Discussion and direction on watermaster service fees and overview of options to the positions taken by Department of Water Resources on the proportionate cost sharing of administration costs of the service.

The Director of Planning commented on the need for a structural change in how the watermaster service program is administered which can take place either by litigating the lack of public benefit and proportionate contributions from DWR into the program, pursue legislation that would give guidance similar to the Groundwater Management District, or the County can do nothing as this not a county program.

The Director continued to provide background on the watermaster fees which are now a 100% burden of the property owners as a result of a senate bill that passed some time ago to improve state finances.

Comments were received by Dave Roberti expressing concerns regarding the increasing costs of the watermaster service fees and requested the County help create a new system for watermaster services.

Discussion ensued with the Board.

Following discussion, Chair Roen commented that he is waiting for requested information from Senator Dahle's office on how to move forward with legislation to change the current watermaster services program.

- 7.A. Resolution authorizing and approving application for SB2 funds for County General Plan work on the County Housing Element and related general plan and zoning tasks.

The Director of Planning provided background on the grant opportunity to obtain a max of \$160,000 through HCD in order to update the County Housing Element and the completion of the general plan which would also include the County Safety Element.

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The Board moved to adopt the resolution authorizing and approving application for SB2 funds for County General Plan work on the County Housing Element and related general plan and zoning tasks.

ADOPTED, Resolution 2019-162. Motion: Adams/Beard/Unanimous Roll Call Vote: 5/0

8. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

- 8.B. Discussion and direction on making a formal request of the State legislative representatives to Sierra County to author legislation clarifying the Nejedly-Z'Berg Forest Practices Act relating to conversion permits and individual tree removal on private property.

Following brief discussion and by consensus the Board directed coordinating a meeting with the Cal Fire Unit Chief, RCRC staff, the Director of the Sierra Nevada Conservancy and our legislative representatives.

10. CLOSED SESSION

- 10.A. Closed session pursuant to Government Code Section 54956.9 (d)(4) - conference with legal counsel - initiation of litigation - 1 case.

CLOSED SESSION STATEMENT

The Board met in closed session from 11:19 a.m. to 11:33 a.m. Deputy County Counsel reported that a motion was passed to expend an amount not exceed \$2,000 to research ownership of subject property.

12. CORRESPONDENCE LOG

- 12.A. City of Loyalton response to the Sierra County Grand Jury 2018-2019 Final Report.

No action taken.

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ADJOURN

At 11:33 a.m., with no further business, Chair Roen adjourned the meeting.

PAUL ROEN, CHAIR
BOARD OF SUPERVISORS

ATTEST:

HEATHER FOSTER
CLERK OF THE BOARD

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: January 21, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Clerk-Recorder/Elections
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the regular meeting held on January 21, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

Minutes to be distributed
under separate cover
and/or at meeting.