

# LASSEN COUNTY TRANSPORTATION COMMISSION REGIONAL TRANSPORTATION PLANNING AGENCY



**Matthew C. Boyer**, Executive Secretary

Office:  
1631 Alhambra Boulevard, Suite 100  
Sacramento, CA 95816

Phone: (916) 759-2268

Date Posted: **March 13, 2019**

To: THE LASSEN COUNTY TRANSPORTATION COMMISSION:

Brian Moore (City Council)  
Brian Wilson (City Council)  
Joe Franco (City Council)

Tom Hammond (Co. Supervisor)  
Jeff Hemphill (Co. Supervisor)  
David Teeter (Co. Supervisor)

Subject: **SPECIAL MEETING**

of the

**LASSEN COUNTY TRANSPORTATION COMMISSION**

A special meeting of the Lassen County Transportation Commission has been scheduled for **Thursday, March 14, 2019 at 10:00 a.m.** The meeting will be held at the City of Susanville Council Chambers, 66 North Lassen Street, Susanville, CA.

The Agenda is as follows.

**(1) CONVENE**

1.1 Pledge of Allegiance

**2.01 ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- Pursuant to Government Code section 54957  
Public Employment: Executive Secretary
- Pursuant to Government Code section 54957  
Public Employee Discipline/Dismissal/Release
- Pursuant to Government Code section 54957  
Public Employee Appointment: Acting Executive Secretary
- Pursuant to Government Code section 54957.6  
Conference with Labor Negotiator:  
Agency Negotiator: Chair  
Employee: Acting Executive Secretary

**2.02 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

3.10 ACTION/DISCUSSION ITEMS

3.11 Approve Appointment of Acting Executive Secretary

**REQUESTED ACTION: Adopt Resolution 19-10 appointing John Clerici as Acting Executive Secretary and approving Agreement for Professional Services with John Clerici**

3.12 Approve Appointment of Acting Engineer

**REQUESTED ACTION: Adopt Resolution 19-11 appointing Steve Borroum as Acting Engineer and approving Agreement for Professional Services with Steve Borroum**

4.1 Matters brought forth by the Commission

4.2 Next Regular Commission Meeting – **Monday, May 13, 2019 at 1:00 p.m.**

4.3 Adjourn



**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY

Matthew C. Boyer, Executive Secretary

1631 ALHAMBRA BOULEVARD  
SUITE 100  
SACRAMENTO, CA, 95816

PH: (916) 759-2268

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To: Lassen County Transportation Commission **AGENDA ITEM 3.11**  
Date: March 6, 2019  
From: DeeAnne Gillick, General Counsel  
Subject: Appointment of Acting Executive Secretary and Approve Agreement with John Clerici

**REQUESTED ACTION**

**BY MOTION**, Adopt Resolution 19-10 appointing John Clerici as Acting Executive Secretary and Approving Agreement between Lassen County Transportation Commission and John Clerici.

**BACKGROUND**

The Lassen County Transportation Commission (LCTC) appointed Matthew Boyer as Executive Secretary and entered into an agreement with Matthew Boyer & Associates signed September 11, 2017 (“Executive Services Agreement”) to provide professional services to the Commission. Matthew Boyer is temporarily unable to serve as Executive Secretary.

John Clerici has been providing professional services to LCTC as an employee of Matthew Boyer & Associates and is familiar with the Executive Secretary responsibilities and duties. John Clerici is willing and able to assist the Commission and carry out the duties and responsibilities as the Executive Secretary until such time as Matthew Boyer is able to return as Executive Secretary or until such time as the Commission determines. As Acting Executive Secretary Mr. Clerici would have all of the authority, powers and duties as the Executive Secretary of the Commission.

In Mr. Boyer’s absence it is also necessary to enter into a professional services agreement directly with Mr. Clerici with similar scope, fees, terms and conditions as specified in the Executive Services Agreement previously approved with Matthew Boyer & Associates. The agreement with Mr. Clerici provides for the hourly rate of \$143.33 for services provided by Mr. Clerici as Acting Executive Secretary. The Chair of the Commission would be authorized to terminate the agreement with Mr. Clerici as Acting Executive Secretary at any time.

Submitted by:  
DeeAnne Gillick  
General Counsel, Sloan, Sakai, Young & Wong  
555 Capitol Mall, Suite 600 | Sacramento, CA 95814  
t: 916-258-8811 | o: 916-258-8800  
[dgillick@sloansakai.com](mailto:dgillick@sloansakai.com)

**LASSEN COUNTY TRANSPORTATION COMMISSION**

**Resolution 19-10**

**RESOLUTION OF THE LASSEN COUNTY TRANSPORTATION COMMISSION  
APPOINTING JOHN CLERICI AS ACTING EXECUTIVE SECRETARY AND  
APPROVING AGREEMENT BETWEEN LASSEN COUNTY TRANSPORTATION  
COMMISSION AND JOHN CLERICI**

**WHEREAS**, the Lassen County Transportation Commission (LCTC) appointed Matthew Boyer as Executive Secretary and entered into an agreement with Matthew Boyer & Associates signed September 11, 2017 to provide professional services to the Commission; and

**WHEREAS**, Matthew Boyer is temporarily unable to serve as Executive Secretary; and

**WHEREAS**, John Clerici has been providing professional services to LCTC as an employee of Matthew Boyer & Associates and is familiar with the Executive Secretary responsibilities and duties; and

**WHEREAS**, LCTC wishes to appoint an Acting Executive Secretary to carry out the Executive Secretary duties and responsibilities in the Executive Secretary's absence; and

**WHEREAS**, John Clerici is willing to serve as Acting Executive Secretary and provide professional services to LCTC pursuant to an agreement with LCTC.

**NOW, THEREFORE, BE IT RESOLVED** by the Lassen County Transportation Commission that John Clerici is appointed as Acting Executive Secretary to serve in the absence of the Executive Secretary Matthew Boyer, and is authorized to carry out all of the duties and responsibilities of the Executive Secretary with the same powers and authority as provided by the LCTC to the Executive Secretary.

**BE IT FURTHER RESOLVED**, by the Lassen County Transportation Commission that the Agreement between the Lassen County Transportation Commission and John Clerici is hereby approved substantially in the form of the Agreement attached hereto as Exhibit A.

The foregoing resolution was passed and adopted at the March 14, 2019 special meeting of the Lassen County Transportation Commission by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

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JOE FRANCO Chair,  
Lassen County Transportation Commission

The foregoing instrument is a correct copy of the original on file in the office of the Executive Secretary of the Lassen County Transportation Commission.

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March 14, 2019  
John Clerici, Acting Executive Secretary

**AGREEMENT BETWEEN LASSEN COUNTY  
TRANSPORTATION COMMISSION AND  
JOHN CLERICI**

THIS AGREEMENT is made this 11<sup>th</sup> day of March, 2019, by and between the **Lassen County Transportation Commission**, a political subdivision of the State of California, (hereinafter the "Commission") and **John Clerici** (hereinafter "Consultant"). This Agreement is effective February 1, 2019.

**RECITALS:**

**WHEREAS**, the Commission entered into an agreement with Matthew Boyer & Associates on September 11, 2017 for certain professional services (the "Professional Services Agreement"); and

**WHEREAS**, the Commission has a need for Acting Executive Secretary Services; and

**WHEREAS**, Consultant desires to provide those services.

**NOW, THEREFORE**, 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:

1. **SCOPE OF WORK**

Consultant shall perform Executive Secretary Services consistent with the Professional Services Agreement.

Consultant shall determine the manner and means by which the Scope of Work is performed. The Chair shall determine whether Consultant's performance of the Scope of Work is satisfactory.

2. **COMPENSATION AND EXPENSES**

A. Subject to the terms and conditions of this Agreement, Commission agrees to pay and Consultant agrees to accept, in full payment for the work to be performed, the hourly rate of \$143.33 for reported and approved hours.

B. Commission will reimburse Consultant for the reasonable expenses, upon submission of receipts and other adequate documentation consistent with the terms of the Professional Services Agreement.

C. Payment shall be made by Commission to Consultant, within thirty (30) days of receipt of an invoice approved by Commission's Chair.

3. **MATERIALS, SUPPLIES AND EQUIPMENT**

Except as otherwise specifically set forth in this Professional Services Agreement, Consultant shall, at its sole expense, furnish all materials, supplies, equipment and other items which are or may be required for performance of services pursuant to this Agreement.

4. **OWNERSHIP**

Consultant agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property of whatever nature produced in the performance of this Agreement shall be the sole property of the Commission, provided that Consultant may retain file copies of said work products. Consultant shall provide said work products to Commission upon

request.

Consultant represents and warrants that all materials or work product to be furnished to Commission will be produced by Consultant or that required permissions and license agreements will be obtained and paid for by Consultant and that Commission is free to use, reuse, publish or otherwise deal with all such material except as otherwise specifically provided herein. Consultant shall indemnify and hold harmless the Commission and its directors, officers, employees, agents and representatives from any claim, loss, damage, cost, liability or expense arising from any falsity or violation of the foregoing representation and warranty.

5. **LIMITATION OF COMPENSATION**

Consultant and Commission acknowledge that consistent with Attachment “D” of the Professional Services Agreement, the Standard Form Terms and Conditions, Consultant is an independent contractor and not an employee of Commission. Furthermore, Commission is not obligated to employ Consultant or pay royalties or other compensation of any kind to Consultant as result of the use by Commission of the work products referred to in Section 4 hereof, whether or not said use relates to the project for which said work product was prepared.

6. **TIME OF WORK**

Consultant shall perform services required in a timely manner and in accordance with any timeline set forth in the Scope of Work in Section 1 above. Consultant shall provide services pursuant to this Agreement until such time as notice of termination is provided to Consultant by Commission’s Chair pursuant to Section 7 below.

7. **TERMINATION**

Either party may terminate this Agreement at any time and for any reason by providing the other party with a written fourteen (14) day advance notice of termination. The Chair of the Commission is hereby authorized to have the authority to terminate this Agreement on behalf of the Commission. The effective date of termination shall be the fourteenth (14<sup>th</sup>) day of said written notice of termination. In the event of such termination, Commission shall only pay for services rendered through the effective date of termination. If Consultant fails to perform the terms and conditions of this Agreement, Commission may terminate the Agreement immediately, without such advance notice. In no event shall Commission be liable to Consultant for any lost profits or consequential damages.

Attachment “D” of the Professional Services Agreement, the Standard Form Terms and Conditions, are made a part of this Agreement. Consultant’s signature on this Agreement constitutes acknowledgment that Consultant has received said Standard Terms and Conditions.

In the event of any inconsistency between said Standard Terms and Conditions and any other provisions of this Agreement, said other provisions shall control.

8. **EXHIBITS**

All exhibits referred to herein are attached hereto and are incorporated herein by reference.

9. **NONEXCLUSIVE AGREEMENT**

Consultant understands and agrees that this is a nonexclusive Agreement. Commission may hire other consultants for work of a similar or identical nature.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto upon the date first above written.

**LASSEN COUNTY TRANSPORTATION  
COMMISSION**

**BY:** \_\_\_\_\_  
Joe Franco, Chair

**CONSULTANT**

**BY:** \_\_\_\_\_  
John Clerici



**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY

1631 ALHAMBRA BOULEVARD  
SUITE 100  
SACRAMENTO, CA, 95816

Matthew C. Boyer, Executive Secretary

PH: (916) 759-2268

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To: Lassen County Transportation Commission **AGENDA ITEM 3.12**  
Date: March 6, 2019  
From: DeeAnne Gillick, General Counsel  
Subject: Appointment of Acting Engineer and Approve Agreement with Steve Borroum

**REQUESTED ACTION**

**BY MOTION**, Adopt Resolution 19-11 appointing Steve Borroum as Acting Engineer and Approving Agreement between Lassen County Transportation Commission and Steve Borroum.

**BACKGROUND**

The Lassen County Transportation Commission (LCTC) appointed Matthew Boyer as Executive Secretary and entered into an agreement with Matthew Boyer & Associates signed September 11, 2017 ("Executive Services Agreement") to provide professional services to the Commission. Matthew Boyer is temporarily unable to serve as Executive Secretary.

Steve Borroum has been providing professional engineering services to LCTC as an employee of Matthew Boyer & Associates and is familiar with the work of the Commission. Steve Borroum is willing and able to assist the Commission and carry out the duties and responsibilities of the Commission as its Acting Engineer until such time as Matthew Boyer is able to return as Executive Secretary or until such time as the Commission determines. Mr. Borroum's work would be directed by and supervised by the Acting Executive Secretary or the Chair of Commission.

In Mr. Boyer's absence it is also necessary to enter into a professional services agreement directly with Mr. Borroum with similar scope, fees, terms and conditions as specified in the Executive Services Agreement previously approved with Matthew Boyer & Associates. The agreement with Mr. Borroum provides for the hourly rate of \$121.28 for services provided by Mr. Borroum as Acting Engineer. The Chair of the Commission, the Acting Executive Secretary, or the Executive Secretary, would be authorized to terminate the agreement with Mr. Borroum at any time.

Submitted by:  
DeeAnne Gillick  
General Counsel, Sloan, Sakai, Young & Wong  
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[dgillick@sloansakai.com](mailto:dgillick@sloansakai.com)



**LASSEN COUNTY TRANSPORTATION COMMISSION  
Resolution 19-11**

**RESOLUTION OF THE LASSEN COUNTY TRANSPORTATION COMMISSION  
APPOINTING STEVE BORROUM ACTING ENGINEER AND  
APPROVING AGREEMENT BETWEEN LASSEN COUNTY TRANSPORTATION  
COMMISSION AND STEVE BORROUM**

**WHEREAS**, the Lassen County Transportation Commission (LCTC) appointed Matthew Boyer as Executive Secretary and entered into an agreement with Matthew Boyer & Associates signed September 11, 2017 to provide professional services to the Commission; and

**WHEREAS**, Matthew Boyer is temporarily unable to serve as Executive Secretary; and

**WHEREAS**, Steve Borroum has been providing professional services to LCTC as an employee of Matthew Boyer & Associates and is familiar with the work of LCTC and is a professional engineer; and

**WHEREAS**, LCTC wishes to appoint a staff to assist with carrying out the work of LCTC in the Executive Secretary's absence; and

**WHEREAS**, Steve Borroum is willing to assist LCTC and serve as staff Engineer for LCTC and provide professional services to LCTC pursuant to an agreement with LCTC.

**NOW, THEREFORE, BE IT RESOLVED** by the Lassen County Transportation Commission that Steve Borroum is appointed as Acting Engineer to serve as LCTC staff in the absence of the Executive Secretary Matthew Boyer, as directed by the Acting Executive Secretary or the Chair.

**BE IT FURTHER RESOLVED**, by the Lassen County Transportation Commission that the Agreement between the Lassen County Transportation Commission and Steve Borroum is hereby approved substantially in the form of the Agreement attached hereto as Exhibit A.

The foregoing resolution was passed and adopted at the March 14, 2019 special meeting of the Lassen County Transportation Commission by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

---

JOE FRANCO Chair,  
Lassen County Transportation Commission

The foregoing instrument is a correct copy of the original on file in the office of the Executive Secretary of the Lassen County Transportation Commission.

---

March 14, 2019  
John Clerici, Acting Executive Secretary

**AGREEMENT BETWEEN LASSEN COUNTY  
TRANSPORTATION COMMISSION AND  
STEVE BORROUM**

THIS AGREEMENT is made this 11<sup>th</sup> day of March, 2019, by and between the **Lassen County Transportation Commission**, a political subdivision of the State of California, (hereinafter the "Commission") and **Steve Borroum** (hereinafter "Consultant"). This Agreement is effective February 1, 2019.

**RECITALS:**

**WHEREAS**, the Commission entered into an agreement with Matthew Boyer & Associates on September 11, 2017 for certain professional services (the "Professional Services Agreement"); and

**WHEREAS**, the Commission has a need for engineering services; and

**WHEREAS**, Consultant desires to provide those services.

**NOW, THEREFORE**, 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:

1. **SCOPE OF WORK**

Consultant shall perform engineering services on behalf of the Commission at the direction of the Acting Executive Secretary and consistent with the Professional Services Agreement.

Consultant shall determine the manner and means by which the Scope of Work is performed. The Chair shall determine whether Consultant's performance of the Scope of Work is satisfactory.

2. **COMPENSATION AND EXPENSES**

A. Subject to the terms and conditions of this Agreement, Commission agrees to pay and Consultant agrees to accept, in full payment for the work to be performed, the hourly rate of \$121.28 for reported and approved hours.

B. Commission will reimburse Consultant for the reasonable expenses, upon submission of receipts and other adequate documentation consistent with the terms of the Professional Services Agreement.

C. Payment shall be made by Commission to Consultant, within thirty (30) days of receipt of an invoice approved by Commission's Chair.

3. **MATERIALS, SUPPLIES AND EQUIPMENT**

Except as otherwise specifically set forth in this Professional Services Agreement, Consultant shall, at its sole expense, furnish all materials, supplies, equipment and other items which are or may be required for performance of services pursuant to this Agreement.

4. **OWNERSHIP**

Consultant agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property of whatever nature produced in the performance of this Agreement shall be the sole property of the Commission, provided that Consultant may retain

file copies of said work products. Consultant shall provide said work products to Commission upon request.

Consultant represents and warrants that all materials or work product to be furnished to Commission will be produced by Consultant or that required permissions and license agreements will be obtained and paid for by Consultant and that Commission is free to use, reuse, publish or otherwise deal with all such material except as otherwise specifically provided herein. Consultant shall indemnify and hold harmless the Commission and its directors, officers, employees, agents and representatives from any claim, loss, damage, cost, liability or expense arising from any falsity or violation of the foregoing representation and warranty.

5. **LIMITATION OF COMPENSATION**

Consultant and Commission acknowledge that consistent with Attachment “D” of the Professional Services Agreement, the Standard Form Terms and Conditions, Consultant is an independent contractor and not an employee of Commission. Furthermore, Commission is not obligated to employ Consultant or pay royalties or other compensation of any kind to Consultant as result of the use by Commission of the work products referred to in Section 4 hereof, whether or not said use relates to the project for which said work product was prepared.

6. **TIME OF WORK**

Consultant shall perform services required in a timely manner and in accordance with any timeline set forth in the Scope of Work in Section 1 above. Consultant shall provide services pursuant to this Agreement until such time as notice of termination is provided to Consultant by Commission’s Chair or Commission’s Acting Executive Secretary, or Executive Secretary, pursuant to Section 7. below.

7. **TERMINATION**

Either party may terminate this Agreement at any time and for any reason by providing the other party with a written fourteen (14) day advance notice of termination. The Chair of the Commission, the Acting Executive Secretary, or the Executive Secretary, is hereby authorized to have the authority to terminate this Agreement on behalf of the Commission. The effective date of termination shall be the fourteenth (14<sup>th</sup>) day of said written notice of termination. In the event of such termination, Commission shall only pay for services rendered through the effective date of termination. If Consultant fails to perform the terms and conditions of this Agreement, Commission may terminate the Agreement immediately, without such advance notice. In no event shall Commission be liable to Consultant for any lost profits or consequential damages.

Attachment “D” of the Professional Services Agreement, the Standard Form Terms and Conditions, are made a part of this Agreement. Consultant’s signature on this Agreement constitutes acknowledgment that Consultant has received said Standard Terms and Conditions.

In the event of any inconsistency between said Standard Terms and Conditions and any other provisions of this Agreement, said other provisions shall control.

8. **EXHIBITS**

All exhibits referred to herein are attached hereto and are incorporated herein by reference.

9. **NONEXCLUSIVE AGREEMENT**

Consultant understands and agrees that this is a nonexclusive Agreement. Commission may hire other consultants for work of a similar or identical nature.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto upon the date first above written.

**LASSEN COUNTY TRANSPORTATION  
COMMISSION**

**BY:** \_\_\_\_\_  
Joe Franco, Chair

**CONSULTANT**

**BY:** \_\_\_\_\_  
Steve Borroum