LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANNING AGENCY

Margaret Long, *Interim Executive Secretary*

707 Nevada Street, Suite 4
Susanville, CA 96130

☎ 530) 251-8260
FAX: (530) 251-2675
lassentransportation.org

Date Posted: September 8, 2017

To: THE LASSEN COUNTY TRANSPORATION COMMISSION:

Kathie Garnier, Chairman (City Council)	Jeff Hemphill, Vice Chairman (Co. Supervisor)
Brian Wilson (City Council)	David Teeter (Co. Supervisor)
Joe Franco (City Council)	Aaron Albaugh (Co. Supervisor)

Subject: REGULAR MEETING OF THE LASSEN COUNTY TRANSPORTATION COMMISSION

The regular meeting of the Lassen County Transportation Commission has been scheduled for Monday, September 11, 2017 at **1:00 p.m.** The meeting will be held at the Lassen County Board of Supervisors Chambers, 707 Nevada Street, Susanville, Ca. The Agenda is as follows:

Page **(1) CONVENE**

1.1 Pledge of Allegiance

1.2 Agenda Approval: Additions or deletions

Motion Required

1 1.3 Minutes Approval: August 21, 2017
Commissioners Present: Garnier, Wilson, Hemphill, Teeter

Motion Required

(2) CORRESPONDENCE/PUBLIC COMMENT

(3) REPORTS

3.1 Reports from Caltrans, CHP, City of Susanville, County of Lassen, and LCTC Staff
- Caltrans Report
- CHP Report
- City of Susanville Report
- County of Lassen Report
- Susanville Indian Rancheria Report
- Executive Secretary Report (LCTC Staff)
- Summary of Commission Financial Activities.

(4) NEW BUSINESS

4 4.1 Approve payment of Prentice, Long & Epperson, PC fees and costs in the amount of $15,309.28 pursuant to receipts and invoice numbers 1616 and 1659.

Motion Required

7 4.2 Award bid for executive secretary/staffing contracts to Matthew C. Boyer & Associates and Approve Matthew Boyer & Associates contract for Executive Secretary/Staffing Services.

Motion Required

(5) OTHER BUSINESS

5.1 Matters brought forth by the Commission

5.2 Set date for next Regular Commission meeting for October 9, 2017 at 1:00 p.m.

5.2 Adjourn

cc: Board of Supervisors (Chris Gallagher, alternate for Albaugh & Teeter; Tom Hammond, alternate for Hemphill); City Council members (Joe Franco, alternate and Kevin Staford, alternate) Caltrans District 2 (David Moore, Kathy Grah, Tamera Rich), Caltrans Susanville Office (Cliff Bettencourt); CHP (Joe Micheletti); Lassen County (Richard Egan, Larry Millar, Cynthia Rashein, Bob Burns, Nancy Summers, Cheryl Strange, Melody Brawley, Diane Wemple, Julie Bustemante, Susan Osgood, Maurice Anderson); City of Susanville (Jared Hancock; Craig Sanders; Gwenna MacDonald, Dan Newton, Dan Gibbs, John King); Lassen Rural Bus (Ron Leal, Wanda Gray, Christie Scheffer); Susanville India Rancheria (Jim Mackay, Wanda Brown); Lassen Land and Trails Trust; BLM (Stan Bales); Lassen County Times; KSUE/JDX; Lassen Senior Services (Penny Artz); Sierra Army Depot (Lori McDonald); Lassen Community College (Dr. Marlon Hall, Dave Clausen)

ITEMS SCHEDULED FOR FUTURE MEETINGS:

REGULAR MEETING OF THE LASSEN COUNTY TRANSPORTATION COMMISSION

August 21, 2017

(1) CONVENE

LCTC's Regular Meeting convened at 1:53 PM by Chairman Garnier, in the Lassen County Board of Supervisors Chambers at 707 Nevada Street, Susanville, CA.

Commissioners Present: Wilson, Garnier, Teeter, Hemphill.

Commissioners Absent: Albaugh, Franco.

Others Present: Dan Newton, City of Susanville; Tamara Rich, Stacey Barnes, Caltrans; Margaret E. Long, Sophia R. Meyer LCTC Counsel; Larry Millar, David Knaut, Lassen County; Dan Gibbs, Dan Newton, City of Susanville.

1.1 The Pledge of Allegiance was recited.

1.2 Agenda Approval: on a first by Mr. Teeter, second by Mr. Wilson, it was passed to approve the agenda.

1.3 Minutes Approval: This item was tabled for the next meeting due to lack of a quorum of voting commissioners present who had attended the meeting on July 10, 2017.

(2) CORRESPONDENCE/PUBLIC COMMENTS.

2.1 Progress Report for the Development of the Regional Transportation Plan: Ms. Long referenced the GreenDOT progress report contained in the packet confirming 64% completion of this project and reported September 30, 2017, as a projected completion date for the project.

(3) REPORTS

3.1 Reports from Caltrans, CHP, City of Susanville, County of Lassen, and LCTC Staff:

Caltrans Report: Stacey Barnes, Project Manager, gave a report regarding Caltrans' ongoing construction and future construction projects within Lassen County. Ms. Barnes reported that the City of Susanville doesn't have a lot of upcoming projects with the exception of the capping and curbing projects on Main Street. This project is nearing the end of the planning stages and Caltrans' goal is to advertise at the end of September 2017 and award the project at the end of November 2017 and begin construction in Spring 2018. Discussion was held regarding options for the truncated domes used for curbing ADA compliance and available colors other than yellow. There were questions from Mr. Teeter and Ms. Garnier regarding wayfinding and signage on Main Street and options for improving this during the upcoming project. Ms. Barnes will be checking on the wayfinding plans for City of Susanville and report back at a later time.

CHP Report: None.

City of Susanville Report: Dan Newton reported on the City of Susanville's capping and curbing project for Main Street and indicated that the bulb-outs will not contain planters and other aesthetic features. Ms. Garnier inquired regarding the effects of the bulb-outs on snow removal. Stacey Barnes reported that the bulb-outs are specifically designed to address snow-removal and water flow to prevent ice and flow backup issues.

County of Lassen Report: None.

Susanville Indian Rancheria Report (SIR): None.

Executive Secretary Report (LCTC Staff): None.

Summary of Commission Financial Activities: None.

(4) NEW BUSINESS

4.1 Identify Projects for left over funding of the 2016 Rolling Stock Project (PTMISEA): David Knaut gave a brief overview of the proposed recommended use of the left over funds as contained in the packet.

Discussion was held regarding the recommended use of the left over funds.

On a first by Mr. Wilson, second by Mr. Teeter to authorize transfer of the left over Rolling Stock Project funds in the amount of $6,863.56 to Bus Rapid Transit Improvements.

Ayes: Wilson, Garnier, Teeter, Hemphill
Noes:
Absent: Albaugh, Franco
Abstain:

4.2 Payment of Rural Counties Task Force Fees in the amount of $1,500.00: Ms. Long provided a brief overview of the invoice and fees as contained in the packet.

On a first by Mr. Teeter, second by Mr. Wilson to authorize payment of Rural Counties Task Force fees in the amount of $1,500.00.

Ayes: Wilson, Garnier, Teeter, Hemphill
Noes:
Absent: Albaugh, Franco
Abstain:

4.3 City of Susanville local road rehabilitation project certification and request for funding allocation of local STIP Projects: Ms. Long provided a brief overview of the request for allocation as contained in the packet.

On a first by Mr. Teeter, second by Mr. Wilson to authorize certification of the City of Susanville local road rehabilitation project and allocate local STIP projects.

Ayes: Wilson, Garnier, Teeter, Hemphill
Noes:
Absent: Albaugh, Franco
Abstain:

CLOSED SESSION

4.4 Public Employee Appointment – Government Code section 54957: Executive Secretary/Staffing Services:

The Commission entered Closed Session at 2:16 p.m.

The Commission re-entered Open Session at 4:15 p.m. and reported out of closed session that direction was given to staff.

(5) OTHER BUSINESS

5.1 Matters brought forth by the Commission: None.

5.2 Next Regular Commission Meeting is scheduled for September 11, 2017 at 1:00 p.m.

5.3 Adjourn.

ITEMS SCHEDULED FOR FUTURE MEETING:

PRENTICE LONG & EPPERSON LLP
ATTORNEYS AT LAW

Redding Office
2400 Court Street
Redding, CA 96001
530-691-0800
530-691-0700

Fresno Office
5424 N. Palm Ave. Suite 108
Fresno, CA 93704
559-500-1600

Matter Name:	Lassen County Transportation Commission
PLE Matter No:	512.097
Invoice No:	1616
Billing Period:	July 28, 2017 through July 30, 2017
Amount Due:	$6,440.00

Please remit payment to:

Prentice Long & Epperson
2240 Court Street
Redding, CA 96001

PRENTICE LONG & EPPERSON LLP
ATTORNEYS AT LAW

Redding Office
2400 Court Street
Redding, CA 96001
530-691-0800
530-691-0700

Fresno Office
5424 N. Palm Ave. Suite 108
Fresno, CA 93704
559-500-1600

Matter Name:	Lassen County Transportation Commission
PLE Matter No:	512.097
Invoice No:	1659
Billing Period:	July 31, 2017 through August 31, 2017
Amount Due:	$8,855.00

Please remit payment to:

Prentice Long & Epperson
2240 Court Street
Redding, CA 96001

Customer:

PRENTICE, LONG EPPERSON LLP

Ship To:

TONY SHAW
221 S ROOP ST STE 4

SUSANVILLE, CA 96130-4339

Details:

UPS Ground – Commercial

Date/Time:	6/20/2017 11:58:57 AM
[User Defined]	
Package ID:	168153
Shipment ID:	166789
Tracking Number:	1Z00RV870392679390
Weight(MAN WT):	0 LB 8.0 OZ
Rating Weight:	1 LB 0.0 OZ
Dimensions:	0.00 x 0.00 x 0.00
Declared Value:	$0.00

Contents

Charges:

Shipping:	14.28
Labor:	0.00
Packing Materials:	0.00
Sales Tax:	$0.00
Total:	$14.28

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.
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LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANNING AGENCY

Margaret Long, *Interim Executive Secretary*

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Susanville, CA 96130

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Staff Report

To: Lassen County Transportation Commission
Agenda Date: September 11, 2017

From: Margaret Long, Interim Executive Secretary

Subject: Award Bid for Executive Secretary/Staffing Contracts to Matthew C. Boyer & Associates and Approved Contract for Services

REQUESTED ACTION:

Adopt agreement with Matthew C. Boyer & Associates to provide Executive Secretary Services, inclusive of project initiation, agency administration, regional transportation planning activities, system management, transit planning, unmet transit needs, project-specific grant administration, capital project delivery assistance on LCTC funded projects, and transportation programming, for the period from September 11, 2017 through September 10, 2020 for an amount not to exceed $19,055 per month.

PAST ACTION: On August 21, 2017 LCTC met in closed session to interview potential candidates for the position of Executive Services pursuant to the RFP issued on July 10, 2017.

DISCUSSION: Counsel for LCTC conducted a reference check regarding Matthew C. Boyer & Associates and thereafter engaged in negotiations with Mr. Boyer for the terms of the agreement, which are attached hereto.

ALTERNATIVES: Request that Counsel renegotiate the agreements with Mr. Boyer.

AGREEMENT BETWEEN LASSEN COUNTY TRANSPORTATION COMMISSION AND MATTHEW BOYER & ASSOCIATES

THIS AGREEMENT is made between the LASSEN COUNTY TRANSPORTATION COMMISSION, a political subdivision of the State of California (hereinafter "COMMISSION"), and **MATTHEW BOYER & ASSOCIATES**, a Sole Proprietorship, with a principal place of business at 2420 K Street, Ste. 120, Sacramento, California (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances.

WHEREAS COMMISSION has need for professional services;

WHEREAS CONTRACTOR desires to provide those services.

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. SERVICES.

CONTRACTOR shall provide said services as described in Attachment "A," SCOPE OF SERVICES.

2. TERM.

The term of the agreement shall be for the period of September 11, 2017 through September 10, 2020.

3. PAYMENT.

COMMISSION shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." Payments shall not exceed $200,000 per calendar year. 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 invoices, progress reports and billing for said services to COMMISSION in the manner specified in Attachment "B."

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

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.

COMMISSION shall:

4.1 Provide at no cost to CONTRACTOR a COMMISSION Board Room to have COMMISSION regular, special, and emergency meetings.

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.

Matthew Boyer will serve as Executive Secretary and is the designated representative of the COMMISSION and will administer this Agreement for the COMMISSION. Matthew Boyer is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Agreement Attachment A – Scope of Services
Agreement Attachment B – Payment
Agreement Attachment C – Additional Provisions
Agreement Attachment D – General Provisions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

Dated:

_____
Matthew Boyer

COMMISSION

Dated:

_____
Kathie Garnier, Chair Lassen County
Transportation Commission

Approved as to form:

_____
Margaret Long
Lassen County Transportation
Commission Counsel

Dated:

ATTACHMENT A
AGREEMENT BETWEEN LASSEN COUNTY TRANSPORTATION COMMISSION
AND
MATTHEW BOYER & ASSOCIATES

SCOPE OF SERVICES

*****NOTE*** SEE ATTACHMENT C ADDITIOANL PROVISIONS for EXCLUSIONS TO THE SCOPE OF SERVICES AND DUTIES**

MATTHEW C. BOYER
& ASSOCIATES
Relationships... Resources... Resolve

Matthew C. Boyer & Associates will complete all duties and tasks of the Lassen County Transportation Commission (LCTC) as identified in the adopted Overall Work Program, unless specifically noted as the responsibility of an LCTC consultant, in which case Matthew C. Boyer & Associates will manage the consultant contract.

In summary those responsibilities are grouped and noted below. Any omissions compared with the adopted Overall Work Program are not excluded, and only for formatting or simplicity.

Task 1: Project Initiation and Agency Administration

- Meetings with City, County, Caltrans, Legal Counsel, and Stakeholders
- Prepare 90-Day Plan to "Catch Up" on Backlog / Presentation to LCTC
- On-Going Agency Administration
- Preparation of Agendas, Staff Reports, Resolutions and Meeting Minutes
- Attend LCTC Meetings
- Attend LTSA meetings
- Monitor Legislation
- Participate in meetings of the California Transportation Commission, Rural Counties Task Force, Regional Transportation Planning Agencies committee, and North State Super Region
- Prepare Budget Amendments, Warrant Requests, and other fiscal items
- Ensure completion of outside audits
- Perform procurement and contract management
- Prepare Overall Work Program (OWP) / Budget
- Prepare quarterly invoices, reports, and related documents
- Complete additional items identified in the OWP

Task 2: Regional Transportation Planning Activities / System Management

- Administer consultant contracts
- Complete 2016 RTP update and monitor the plan
- Conduct Aviation Planning, including 6-yr. project monitoring
- Participate in goods movement planning
- Monitor existing bicycle/pedestrian plans
- Complete additional trail planning activities in the OWP
- Monitor and prepare minor amendments to adopted plans, as needed
- Continue GIS development (information technology_
- Complete additional items identified in the OWP
- Complete Vehicular Wayfinding Programs
- Participate and assist with Tribal Transportation Plans

Task 3: Transit Planning and Unmet Transit Needs

- Monitor existing services
- Ensure completion of Short- and Long-Range Transit Plans
- Conduct meetings of the SSTAC
- Evaluate Unmet Transit Needs Requests
- Prepare Preliminary and Final TDA Apportionment
- Prepare TDA Instructions for County Auditor

- Ensure completion of performance audits
- Complete other transit planning tasks in the OWP

Task 4: Project-Specific Planning Grant Administration

- Meet with project sponsors to determine details of project status
- Develop project-specific strategies to assist project sponsors
- On-going assistance and coordination with funding agencies

Task 5: Capital Project Delivery Assistance on LCTC-Funded Projects

- Meet with project sponsors to determine details of project status
- Develop project-specific strategies to assist project sponsors
- On-going assistance and coordination with funding agencies

Task 6: Transportation Programming

- Prepare the Regional Transportation Improvement Program (RTIP) and RTIP Amendments
- Participate and assist with Tribal Transportation Programs

ATTACHMENT B

SAMPLE AGREEMENT BETWEEN LASSEN COUNTY TRANSPORTATION COMMISSION AMD MATTHEW BOYER & ASSOCIATES

PAYMENT

BUDGET ESTIMATE

Overview

The following budget information is presented in the following order.

- Estimated Staffing Level by Person
- Personal service costs (Hourly Billing Rates by Classification), including payroll rate, audited overhead rate and fringe benefit rate, profit percentage, and total hourly rate
- Operating Expenses
- Equipment Costs, Including Furnishings
- Travel Expenses
- LCTC Items Not Included in our Staffing Services Proposal
- Estimated Monthly Payment Schedule and Lump Sum Total

Estimated Staffing Level by Person

The following tables express our estimate of the level of effort that will be required. As part of each subsequent Overall Work Program and Budget, Matthew C. Boyer & Associates will present the LCTC with any proposed modifications, if needed.

Fiscal Year 2017/2018 (Approx. 9 ½ months)

FY 2017/18 are expected to have a higher-than-average level of effort each month, due to the 10-month contract year, and the additional effort to engage the City, the County, Caltrans, and others in the status of agency operating procedures, the status of prior work, status of priority capital improvement projects, etc. For each work product, this will provide our team the opportunity to develop a specific strategy to get the work completed.

Staff Person	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total Hours
Matt Boyer			0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	680
John Clerici			0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	170
Elliott Froissart			0.10	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	629
Veronica Herrera			0.10	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	629
Enrica Jiang													0
Gordon Shaw			–	–	–	–	–	0.25	–	–	–	–	43
Selena McKinney			–	–	–	–	–	0.15	–	–	–	–	26
Genevieve Evans			–	–	–	–	–	0.10	–	–	–	–	17
												Total Hours	2193
												FTE	1.05

Fiscal Year 2018/2019 and Fiscal Year 2019/2020

In years 2 and 3 of the contract, we anticipate that increasingly-higher percentages of the work will be performed by the lowest-cost, appropriate staff person. Staffing levels will be determined through the annual Overall Work Program, subject to meeting and conferring with local agencies and stakeholders, and approval of the LCTC, and Caltrans.

Personal Service Costs (Hourly Billing Rates by Classification)

Classification	Staff	Hourly Salary*	Fringe/Overhead (110% of Hourly Salary – using Caltrans "safe harbor" requirements)**	Profit (5%)	Billing Rate
Executive Secretary	Matt Boyer	$65.00	$71.50	$6.83	$143.33
Senior Planner	John Clerici	$55.00	$60.50	$5.78	$121.28
Planner II	Elliott Froissart	$24.00	$26.40	$2.52	$52.92
Planner I	Veronica Herrera	$22.00	$24.20	$2.31	$48.51
Commission Clerk/ Fiscal Technician	Enrica Jiang	$20.00	$22.00	$2.10	$44.10

** Assumes 3% cost-of-living adjustments will be applied in subsequent years*

*** Matthew C. Boyer & Associates is bound to this approach to fringe and overhead costs, to remain consistent with our other client work that is funded through Caltrans Division of Local Assistance.*

See Tab 10 "Subconsultants" for LSC billing rate detail.

Operating Expenses

- **Telecommunications Equipment.** Matthew C. Boyer & Associates does not charge any clients for any of these costs, and does not propose to charge the LCTC for these, except for a monthly charge of $100 for local phone service.
- **Supplies/Reproduction.** Matthew C. Boyer & Associates does not charge any clients for office supplies and materials and are proposing to not charge the LCTC for any. It is important that we maintain this practice for all clients as Caltrans requires that we follow a standard practice, rather than having variations from one contract to another.

Equipment Costs, Including Furnishings

Matthew C. Boyer & Associates currently owns and uses all fixed assets, furnishings and small equipment needed to fulfill the scope of services described in this proposal. This includes state-of-the-art computers, color and black-and-white printers, plotters, and other standard equipment. We replace our equipment as needed.

Any additional equipment, furnishings, or small equipment that we purchase to fulfill our obligations to LCTC will be purchased by our firm and not billed to LCTC. Matthew C. Boyer & Associates will retain ownership of all fixed assets and small equipment.

Travel Expenses

Matthew C. Boyer & Associates proposes the following billing terms related to travel and per diem.

- Vehicle mileage will be billed at the most-recent Internal Revenue Service standard mileage rate ($0.535/mile for calendar year 2017).
- Overnight lodging will be billed at actual costs, not-to-exceed the lower of State of California and local policy dollar limits.
- On the unusual occasion that it is necessary to travel to California Transportation Commission, Regional Transportation Planning Agency, or other meetings in the southern portion of California, Matthew C. Boyer & Associates will use the most cost-effective method of travel, factoring in transportation expense and salary time during travel. Should air or rail be the most cost-effective method, we will bill the LCTC for the actual cost of tickets and related travel expenses.
- Per diem will be billed at the rate specified by CalHR for similar employees.

LCTC Items Not Included in our Staffing Services Proposal

LCTC costs not associated with this Staffing Services contract are assumed to be already identified in the LCTC budget and therefore are not included in this proposal. Examples include the following.

- County Auditor costs for TDA administration.
- Costs for external accounting of LCTC funds (by a certified public accountant or County Auditor).
- Agency-required General Liability Insurance.
- Costs for outside legal counsel and other outside consultants and service providers.
- Domain costs for the existing website.

Estimated Monthly Payment Schedule and Lump Sum Total

The estimated monthly and fiscal year total costs in the table below represent all labor, travel, etc., consistent with the discussion above.

Notes:

1. The estimated monthly payments and annual "lump sum" budget represent the best estimate of the level of effort required to provide the LCTC will full and complete service in the delivery of plans, programs, and projects, and fulfillment of the annual Overall Work Program.
2. ***LCTC will only be billed for actual costs, based upon billing rates in an approved professional services contract.***

Fiscal Year 2017/2018 Payment Schedule

Estimated monthly billings as shown in the table below are generally the same, with the exception of February, due to the potential for some services from LSC Transportation Consultants to evaluate potential unmet transit needs.

All figures in $ Line Item	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Personal Services (Wages)	13,532	18,705	18,705	18,705	18,705	32,008	18,705	18,705	18,705	18,705	$195,180
Phone Lines	100	100	100	100	100	100	100	100	100	100	1,000
Supplies/Reproduction	0	0	0	0	0	0	0	0	0	0	0
Equipment/Furnishings	0	0	0	0	0	0	0	0	0	0	0
Travel	250	250	250	250	250	250	250	250	250	250	2,500
Total without local office	13,882	19,055	19,055	19,055	19,055	32,358	19,055	19,055	19,055	19,055	$ 198,680

Fiscal Years 2018/2019 and 2019/2020 Payment Schedules

In years 2 and 3 of the contract, we anticipate that increasingly-higher percentages of the work will be performed by the lowest-cost, appropriate staff person. Costs will be determined through the annual Overall Work Program, subject to meeting and conferring with local agencies and stakeholders, and approval of the LCTC, and Caltrans.

Work Plan

Matthew C. Boyer & Associates has a strong understanding of the responsibilities of the Lassen County Transportation Commission, based upon 28 years of work as staff for RTPAs and as a consultant to RTPAs for a variety of transportation planning activities.

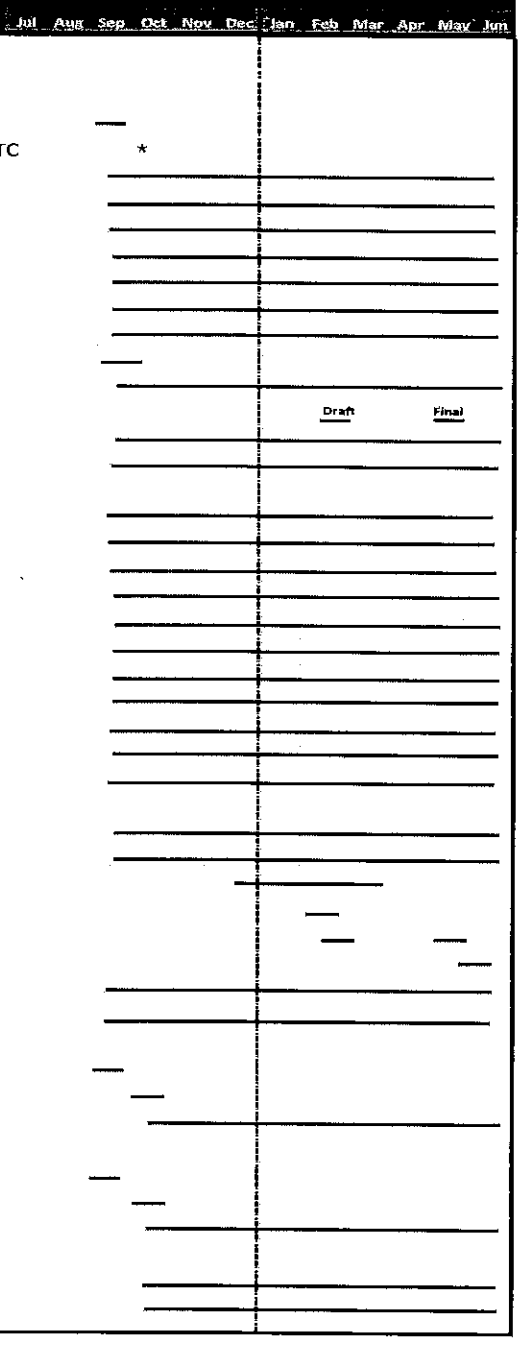
We have prepared 1-page Work Plans showing tasks, by function, with a timeline for the approximate time of year these occur.

We have tailored each fiscal year Work Plan to the projects deadlines that currently exist. For instance, the 2016 RTP update is shown to be completed June 30, 2017.

Any task not explicitly shown is only for brevity and does not represent an exclusion.

Fiscal Year 2017/2018

Lassen County Transportation Commission
Staffing Services - Fiscal Year 2017/18 Work Plan



TASK DESCRIPTION

Task 1: Project Initiation and Agency Administration
- Meetings with City, County, Caltrans, LTSA, Legal Counsel, Stakeholders
- Preparation of 90-Day Plan to "Catch Up" on Backlog / Presentation to LCTC
- On-Going Agency Administration
- Preparation of Agendas, Staff Reports, Resolutions and Meeting Minutes
- Attend LCTC Meetings
- Attend LTSA Meetings
- Monitor Legislation
- Participate in CTC, RCTF, RTPA, and North Super Region Meeting
- Prepare Budget Amendments, Warrant Requests, and other fiscal items
- Ensure completion of outside audits
- Perform procurement and contract management
- Prepare Overall Work Program / Budget
- Prepare quarterly invoices, reports, and related documents
- Complete additional items identified in the OWP

Task 2: Regional Transportation Planning Activities / System Management
- Administer consultant contracts
- Complete 2016 RTP update and monitor the plan
- Conduct Aviation Planning, including 6-yr. project monitoring
- Participate in goods movement planning
- Monitor existing bicycle/pedestrian plans
- Complete additional trail planning activities in the OWP
- Monitor and prepare minor amendments to adopted plans, as needed
- Continue GIS development (information technology
- Complete additional items identified in the OWP
- Complete Vehicular Wayfinding Programs
- Participate and assist with Tribal Transportation Plans

Task 3: Transit Planning and Unmet Transit Needs
- Monitor existing servicces
- Ensure completion of Short- and Long-Range Transit Plans
- Conduct meetings of the SSTAC
- Evaluate Unmet Transit Needs Requests
- Prepare Preliminary and Final TDA Apportionment
- Prepare TDA Instructions for County Auditor
- Ensure completion of performance audits
- Complete other transit planning tasks in the OWP

Task 4: Project-Specific Planning Grant Administration
- Meet with project sponsors to determine details of project status
- Develop project-specific strategies to assist project sponsors
- On-going assistance and coordination with funding agencies

Task 5: Capital Project Delivery Assistance on LCTC-Funded Projects
- Meet with project sponsors to determine details of project status
- Develop project-specific strategies to assist project sponsors
- On-going assistance and coordination with funding agencies

Task 6: Transportation Programming
- Prepare the RTIP and RTIP Amendments
- Participate and assist with Tribal Transportation Plans

Lassen County Transportation Commission Staffing Services

Fiscal Year 2018/2019

Lassen County Transportation Commission
Staffing Services - Fiscal Year 2018/19 Work Plan

TASK DESCRIPTION	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Task 1: Project Initiation and Agency Administration												
On-Going Agency Administration	—	—	—	—	—	—	—	—	—	—	—	—
Preparation of Agendas, Staff Reports, Resolutions and Meeting Minutes	—	—	—	—	—	—	—	—	—	—	—	—
Attend LCTC Meetings	—	—	—	—	—	—	—	—	—	—	—	—
Attend LTSA Meetings	—	—	—	—	—	—	—	—	—	—	—	—
Monitor Legislation	—	—	—	—	—	—	—	—	—	—	—	—
Participate in CTC, RCTF, RTPA, and North Super Region Meetings	—	—	—	—	—	—	—	—	—	—	—	—
Prepare Budget Amendments, Warrant Requests, and other fiscal items	—	—	—	—	—	—	—	—	—	—	—	—
Ensure completion of outside audits	—											
Perform procurement and contract management	—	—	—	—	—	—	—	—	—	—	—	—
Prepare Overall Work Program / Budget								Draft			Final	
Prepare quarterly invoices, reports, and related documents	—	—	—	—	—	—	—	—	—	—	—	—
Complete additional items identified in the OWP	—	—	—	—	—	—	—	—	—	—	—	—
Task 2: Regional Transportation Planning Activities / System Management												
Administer consultant contracts	—	—	—	—	—	—	—	—	—	—	—	—
Conduct Aviation Planning, including 6-yr. project monitoring	—	—	—	—	—	—	—	—	—	—	—	—
Participate in goods movement planning	—	—	—	—	—	—	—	—	—	—	—	—
Monitor existing bicycle/pedestrian plans	—	—	—	—	—	—	—	—	—	—	—	—
Complete additional trail planning activities in the OWP	—	—	—	—	—	—	—	—	—	—	—	—
Monitor and prepare minor amendments to adopted plans, as needed	—	—	—	—	—	—	—	—	—	—	—	—
Continue GIS development (information technology_	—	—	—	—	—	—	—	—	—	—	—	—
Complete additional items identified in the OWP	—	—	—	—	—	—	—	—	—	—	—	—
Complete Vehicular Wayfinding Programs	—	—	—	—	—	—	—	—	—	—	—	—
Participate and assist with Tribal Transportation Plans	—	—	—	—	—	—	—	—	—	—	—	—
Task 3: Transit Planning and Unmet Transit Needs												
Monitor existing services	—	—	—	—	—	—	—	—	—	—	—	—
Ensure completion of Short- and Long-Range Transit Plans	—	—	—	—	—	—	—	—	—	—	—	—
Conduct meetings of the SSTAC						—	—	—	—			
Evaluate Unmet Transit Needs Requests							—					
Prepare Preliminary and Final TDA Apportionment								—			—	
Prepare TDA Instructions for County Auditor											—	
Ensure completion of performance audits			—	—	—	—	—	—	—	—	—	—
Complete other transit planning tasks in the OWP			—	—	—	—	—	—	—	—	—	—
Task 4: Project-Specific Planning Grant Administration												
On-going assistance and coordination with funding agencies				—	—	—	—	—	—	—	—	—
Task 5: Capital Project Delivery Assistance on LCTC-Funded Projects												
On-going assistance and coordination with funding agencies				—	—	—	—	—	—	—	—	—
Task 6: Transportation Programming												
Prepare the RTIP and RTIP Amendments				—	—	—	—	—	—	—	—	—
Participate and assist with Tribal Transportation Plans				—	—	—	—	—	—	—	—	—

Fiscal Year 2019/2020

BUDGET ESTIMATE

Lassen County Transportation Commission Staffing Services

Lassen County Transportation Commission
Staffing Services - Fiscal Year 2019/20 Work Plan

TASK DESCRIPTION	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Task 1: Project Initiation and Agency Administration												
On-Going Agency Administration	—	—	—	—	—	—	—	—	—	—	—	—
Preparation of Agendas, Staff Reports, Resolutions and Meeting Minutes	—	—	—	—	—	—	—	—	—	—	—	—
Attend LCTC Meetings	—	—	—	—	—	—	—	—	—	—	—	—
Attend LTSA Meetings	—	—	—	—	—	—	—	—	—	—	—	—
Monitor Legislation	—	—	—	—	—	—	—	—	—	—	—	—
Participate in CTC, RCTF, RTPA, and North Super Region Meetings	—	—	—	—	—	—	—	—	—	—	—	—
Prepare Budget Amendments, Warrant Requests, and other fiscal items	—	—	—	—	—	—	—	—	—	—	—	—
Ensure completion of outside audits	—											
Perform procurement and contract management	—	—	—	—	—	—	—	—	—	—	—	—
Prepare Overall Work Program / Budget								Draft			Final	
Prepare quarterly invoices, reports, and related documents	—	—	—	—	—	—	—	—	—	—	—	—
Complete additional items identified in the OWP	—	—	—	—	—	—	—	—	—	—	—	—
Task 2: Regional Transportation Planning Activities / System Management												
Administer consultant contracts	—	—	—	—	—	—	—	—	—	—	—	—
Monitor the 2016 RTP and prepare amendments, as needed	—	—	—	—	—	—	—	—	—	—	—	—
Conduct Aviation Planning, including 6-yr. project monitoring	—	—	—	—	—	—	—	—	—	—	—	—
Participate in goods movement planning	—	—	—	—	—	—	—	—	—	—	—	—
Monitor existing bicycle/pedestrian plans	—	—	—	—	—	—	—	—	—	—	—	—
Complete additional trail planning activities in the OWP	—	—	—	—	—	—	—	—	—	—	—	—
Monitor and prepare minor amendments to adopted plans, as needed	—	—	—	—	—	—	—	—	—	—	—	—
Continue GIS development (information technology_	—	—	—	—	—	—	—	—	—	—	—	—
Complete additional items identified in the OWP	—	—	—	—	—	—	—	—	—	—	—	—
Complete Vehicular Wayfinding Programs	—	—	—	—	—	—	—	—	—	—	—	—
Participate and assist with Tribal Transportation Plans	—	—	—	—	—	—	—	—	—	—	—	—
Task 3: Transit Planning and Unmet Transit Needs												
Monitor existing services	—	—	—	—	—	—	—	—	—	—	—	—
Ensure completion of Short- and Long-Range Transit Plans	—	—	—	—	—	—	—	—	—	—	—	—
Conduct meetings of the SSTAC						—	—	—	—	—		
Evaluate Unmet Transit Needs Requests								—				
Prepare Preliminary and Final TDA Apportionment								—	—		—	
Prepare TDA Instructions for County Auditor											—	
Ensure completion of performance audits			—	—	—	—	—	—	—	—	—	—
Complete other transit planning tasks in the OWP			—	—	—	—	—	—	—	—	—	—
Task 4: Project-Specific Planning Grant Administration												
On-going assistance and coordination with funding agencies				—	—	—	—	—	—	—	—	—
Task 5: Capital Project Delivery Assistance on LCTC-Funded Projects												
On-going assistance and coordination with funding agencies				—	—	—	—	—	—	—	—	—
Task 6: Transportation Programming												
Prepare the RTIP and RTIP Amendments				—	—	—	—	—	—	—	—	—
Participate and assist with Tribal Transportation Plans				—	—	—	—	—	—	—	—	—

ATTACHMENT C
AGREEMENT BETWEEN LASSEN COUNTY TRANSPORTATION COMMISSION
AND
MATTHEW BOYER & ASSOCIATES

ADDITIONAL PROVISIONS

Exclusion to the Scope of Services and Duties

1) Any work, planning programing, monitoring, or implementation task or activity that may be incompatible or present a conflict of interest with providing administrative and fiscal services to or on behalf of the Lassen County Transportation Commission.

2) Any and all consultant services or contracts (i.e. in the Scope of Services and Duties described above as ATTACHMENT A) that is funded in whole, or in part, with federal-aid highway program funds.

    a. Such scope of work to by the LCTC must be procured in accordance with federal requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFER Part 200 and therefore is excluded from this Agreement, In addition, all consultant contracts by the LCTC for engineering and design, also known as Architectural or A&E, will comply with the requirements established in 23 USC Part 112, 40 USC Section 1101-1104 (Brooks Act), and 23 CFR Part 172.

AGREEMENT ATTACHMENT D
AGREEMENET BETWEEN LASSEN COUNTY TRANSPORTATION COMMISSION
AND
MATTHEW BOYER & ASSOCIATES

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 COMMISSION. Furthermore, this Agreement shall not under any circumstance be constructed or considered to be a joint powers agreement as described in California Government Code sections 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 COMMISSION only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COMMISSION'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 COMMISSION, and COMMISSION 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 COMMISSION.

D.1.5 The CONTRACTOR shall not be entitled to have COMMISSION withhold or pay, and COMMISSION 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 COMMISSION.

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

program, plan or coverage designated for, provided to, or offered to COMMISSION's employees.

D.1.7 COMMISSION 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 COMMISSION.

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

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COMMISSION 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 COMMISSION 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 reasonable 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 (hereinafter referred to as "the insurance") through and with an insurer acceptable to COMMISSION. The insurance shall contain the following coverages.

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; CONTRACTOR shall insure bot COMMISSION and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 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.5.1.3 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.1.4 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 TWO HUNDRED FIFTY Thousand Dollars ($250,000) per incident and TWO HUNDRED FIFTY Thousand Dollars ($250,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

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 Except for automobile liability insurance, the insurance shall name the COMMISSION and COMMISSION's officers, employees, agents and independent contractors as additional insureds and 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 COMMISSION.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COMMISSION at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COMMISSION and the COMMISSION, 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:

Margaret Long, District Counsel
2400 Court Street
Redding, CA 96001
Margaret@plelawfirm.com

Upon COMMISSION's request, CONTRACTOR shall deliver certified copies of any insurance policies to COMMISSION.

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

COMMISSION as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COMMISSION may but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COMMISSION 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 COMMISSION a renewal or new policy to take the place of the policy expiring.

D.5.8 COMMISSION shall have the right to request such further coverages and/or endorsements on the insurance as COMMISSION deems necessary, at CONTACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COMMISSION 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 CONTARCTOR, 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 or the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY.

COMMISSION shall not be liable for, and CONTRACTOR shall defend and indemnify COMMISSION and its officers, agents, employees and volunteers (collectively 'Commission Parties'), against any claims, deductibles, self-insured retentions, demands, liability, judgments, awards, losses, damages, expenses, charges including attorneys' fees and court costs (hereinafter collectively referred to as ("Claims"), which arise out of the work covered by this Agreement arising from any error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants. However, CONTRACTOR shall have no obligation to defend or indemnify COMMISSION Parties against claims caused by the negligence or willful misconduct of Commission Parties

D.7 CONTRACTOR NOT AGENT. Except as COMMISSION may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COMMISSION in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COMMISSION 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 COMMISSION, 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 COMMISSION of its desire for removal of such person or persons.

D.10 POSSESORY 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 section 107. For all purposes of compliance by COMMISSION with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COMMISSION. 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.11 TAXES. CONTRACTOR hereby grants to the COMMISSION the authority to deduct from any payments to CONTRACTOR any COMMISSION imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.12 TERMINATION. COMMISSION shall have the right to terminate this Agreement at any time by giving thirty (30) days' notice in writing of such termination to CONTRACTOR. In the event COMMISSION gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.12.1.1 CONTRACTOR shall deliver to COMMISSION copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, 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, pictures, sounds, or symbols, or combinations thereof.

D.12.1.2 COMMISSION 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 COMMISSION as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed [ENTER DOLLAR AMOUNT]. Further provided, however, COMMISSION 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 COMMISSION such financial information as in the judgment of the COMMISSION 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 COMMISSION shall be final. The foregoing is cumulative and

does not affect any right or remedy which COMMISSION may have in law or equity.

D.13 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement, except for CONTRACTOR's audit documentation, and all work sheets, reports, and related data shall become and/or remain the property of COMMISSION, and CONTRACTOR agrees to deliver reproducible copies of such documents to COMMISSION on completion of the services hereunder. The COMMISSION agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of the reuse of the information for other than this project.

D.14 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 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.15 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.16 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.17 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.18 MINOR AUDITOR REVISION. In the event the Lassen 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 one percent (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 COMMISSION or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.19 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.20 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.20.1 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 contest so requires.

D.20.2 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.21 TERM INCLUDES EXTENIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.22 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.23 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.24 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.25 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.26 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.27 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 Lassen, State of California.

D.28 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.29 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 COMMISSION and shall apply to any claim against COMMISSION arising out of any acts or conduct under the terms and conditions of this Agreement.

D.30 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.31 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) 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.32 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 COMMISSION a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.33 CONFLICT OF INTEREST.

D.33.1 Legal Compliance. CONTARCTOR agrees at all times in performing 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.33.2 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 COMMISSION designated representative and provide all information needed for resolution of the question.

D.33.3 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 COMMISSION in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COMMISSION 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 expectations.

D.34 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COMMISSION or applicant for employment or for services of 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 Code of Regulations 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.35 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.36 TAXPAYER I.D. NUMBER. The COMMISSION shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing COMMISSION with a completed IRS Form W-9.

D.37 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 "COMMISSION":
Margaret Long, District Counsel
Prentice, Long & Epperson
2400 Court Street
Redding, CA 96001

If to "CONTRACTOR":
Matthew Boyer
MATTHEW BOYER & ASSOCIATES,
2420 K Street, Ste 120,
Sacramento, CA