

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 6, 2013

Agmt

From: Mark J. Bonini, Chief Probation Officer  
(Department Head - please type)

Phone Ext. 229

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:

05/14/13

Department Head Signature *Mark J. Bonini*

Agenda Title: Request to Approve Agreement between Foothills Counseling Services and Amador County

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Foothills Counseling Services will provide County with three (3) beds for realigned offenders at the Sober Living Environment in Lone, CA. The maximum use of these beds per offender is 180 days. The cost of \$450 per month, per occupied bed, includes one evening meal and utilities. The cost for these beds will be paid with AB109 funds as agreed upon by the Community Corrections Partnership. The term of this agreement is from the date the Agreement is signed to June 30, 2014.

Recommendation/Requested Action:  
Approve and sign Agreement with Foothills Counseling Services

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Funds are available and budgeted in 2390-Community Corrections

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GG

Auditor EJH GSA Director HCP

CAO CB Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

BOS Clerk retain an original, and remaining originals (2) to Probation

### FOR CLERK USE ONLY

Meeting Date May 14, 2013 Time 9 a.m. Item # 4C

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on _____	A new ATF is required from _____ Department _____ For meeting _____ of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____		

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and James R. DuCray and Luis C. Labrada, dba Foothills Counseling Services, (the "Contractor").

### RECITALS

A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

B. Contractor is in the business of providing services similar to those set forth in this Agreement.

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Chief Probation Officer, or his or her designee, Contractor will provide three beds in sober living environment for individuals referred by the Probation Department (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
4. TERM; EARLY TERMINATION OF AGREEMENT. This agreement shall be effective on the date set forth above and shall continue in effect through June 30, 2014. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early

termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor for the Work exceed the amounts set forth on **Attachment B**.

5.2 Contractor shall submit periodic invoices as provided in Exhibit A. The invoices shall include a detailed description of the services rendered for that period.

5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
- 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
- 10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.

10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall periodically review any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.

## 11. INSURANCE.

11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the

insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

11.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with

limits of at least \$1,000,000 each accident for bodily injury by accident, \$ 1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

14. DOCUMENTS AND RECORDS.

14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit

County or other governmental or accrediting agencies to access patient medical records.

14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.

14.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.

14.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.

15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: <http://www.co.amador.ca.us/Modules/ShowDocument.aspx?documentid=11404>, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as Attachment C.

17. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and



deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: James DuCray  
Foothills Counseling Services  
1001 Broadway, Suite 105  
Jackson, CA 95642

To County: Amador County Probation Department  
675 New York Ranch Road  
Jackson, CA 95642

With a copy to: Office of the County Counsel  
810 Court Street  
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, 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 or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

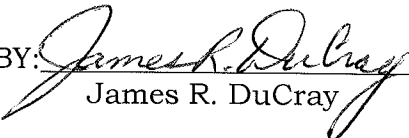
24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

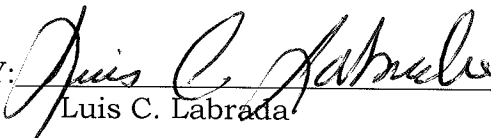
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CONTRACTOR:

BY: \_\_\_\_\_  
Richard Forster, Chairman  
Board of Supervisors

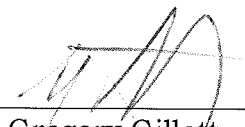
BY:   
James R. DuCray

BY:   
Luis C. Labrada

Federal I.D. No.: 45-4942864

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL  
COUNTY OF AMADOR

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY:   
Gregory Gillott  
County Counsel

BY: \_\_\_\_\_

**ATTACHMENT A – SCOPE OF WORK**

***Foothills Counseling Services  
Sober Living Environment  
Expires June 30, 2014***

**Program Description**

Contractor will provide County with three (3) beds for realigned offenders at the sober living environment located at 217 Poplar Street, Ione, California. One evening meal per day for placed individuals and the costs for utilities are included in the County's monthly payment.

The use of each of the three (3) beds will be a maximum 180-day cycle. Each offender will be assessed on a 90-day minimum cycle to evaluate the suitability of each offender remaining the final 90-day cycle.

Contractor shall obtain all necessary releases from all assigned realigned offenders and report all unlawful conduct and violations of any terms of probation for these individuals to the Probation Department.

**ATTACHMENT B – FEE SCHEDULE**

***Foothills Counseling Services  
Sober Living Environment  
Expires June 30, 2014***

Amador County will pay \$450 per bed, per month for each occupied bed up to the maximum of three (3) beds. Amador County will pay for individuals either referred or approved by Probation.

The costs set forth above include all utilities and one evening meal per day for placed individuals. The use of the beds will be assessed on a 90-day minimum cycle, with any realigned offender's stay limited to 180 days, if paid for by the County with Community Corrections Partnership funds. Amador County shall be the payer of last resort. All other funding options will be investigated and utilized prior to billing Amador County.

The total paid to Contractor pursuant to this Agreement shall not exceed \$18,900.

**ATTACHMENT C - ALCOHOL POLICY**

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE  
AND DRUG & ALCOHOL TESTING  
POLICY ACKNOWLEDGEMENT FORM  
FOR CONTRACTORS**

The undersigned, authorized signatory for Contractor, certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "B" is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No: 45-4942864

Printed Name: JAMES R. DUCRAY Date 4/28/13

Title: Licensed Marriage/Family Therapist

Signature: James R. DuCray JMT

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
05/14/13	

To: **Board of Supervisors**

*Agmt*

Date: May 6, 2013

From: Mark J. Bonini, Chief Probation Officer  
(Department Head - please type)

Phone Ext. 229

Department Head Signature *MJB*

Agenda Title: Request to Approve Agreement between ATCAA and Amador County to provide the ART Program

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 The Aggression Replacement Training (ART) Program will be provided to Amador County at-risk youth by Amador-Tuolumne Community Action Agency. ART is a multi-modal intervention designed to alter behavior of "chronically aggressive youth". It consists of three components: Skill streaming which is designed to teach a broad curriculum of pro-social behavior, anger control which is a method for empowering youth to modify their own anger responsiveness, and moral reasoning training which is to help motivate youth to employ the skills learned via the other components. ART is an evidence-based practice/program. This program is paid for with Youthful Offender Block Grant funds.

Recommendation/Requested Action: Approve and sign Agreement with ATCAA to provide the ART Program

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Impacts None

This program's cost is budgeted and paid for with YOBG funds

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A

Committee Review? N/A

Name \_\_\_\_\_  
 Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel *GG*  
 Auditor *EJL* GSA Director *Hop*  
 CAO *cb* Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
BOS Clerk retain an original, and remaining originals (2) to Probation

### FOR CLERK USE ONLY

Meeting Date May 14, 2013 Time 9 a.m. Item # 4D

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_  
 Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
 Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
 Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_  
 Completed by \_\_\_\_\_  
 A new ATF is required from \_\_\_\_\_ Department \_\_\_\_\_  
 For meeting \_\_\_\_\_ of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  
 ATTEST: \_\_\_\_\_  
 Clerk or Deputy Board Clerk

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY (A-TCAA), a Joint Powers Agency (the "Contractor").

### RECITALS

A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

B. Contractor is in the business of providing services similar to those set forth in this Agreement.

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Chief Probation Officer, or his or her designee, Contractor will provide community outreach and prevention education to residents of Amador County referred by the Probation Department (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement. Amador County Juvenile Probation Officers will provide the names of students to attend the program described in Attachment A.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
4. TERM; EARLY TERMINATION OF AGREEMENT. This agreement shall be effective on July 1, 2012 and shall continue in effect through June 30, 2013. County

reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor for the Work exceed the amounts set forth on **Attachment B**.

5.2 Contractor shall submit periodic invoices as provided in Exhibit A. The invoices shall include a detailed description of the services rendered for that period.

5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated



with the performance of the work shall create any contractual relation between any Subcontractor and County.

- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
- 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
- 10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any

capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.

10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall periodically review any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.

## 11. INSURANCE.

11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court

Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

11.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all

persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$ 1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

14. DOCUMENTS AND RECORDS.

14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours.

Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.

14.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.

14.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

**15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.**

15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.

15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

**16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.** Contractor acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: <http://www.co.amador.ca.us/Modules/ShowDocument.aspx?documentid=11404>, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as Attachment C.

17. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Amador, Tuolumne, Community Action Agency  
(A-TCAA)  
935 South Highway 49  
Jackson, CA 95642

To County: Amador County Probation Department  
675 New York Ranch Road  
Jackson, CA 95642

With a copy to: Office of the County Counsel  
810 Court Street  
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, 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 or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.

20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.

21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CONTRACTOR:  
AMADOR-TUOLUMNE COMMUNITY  
ACTION AGENCY (A-TCAA), a Joint Powers  
Agency

BY: \_\_\_\_\_  
Richard Forster, Chairman  
Board of Supervisors

BY:  \_\_\_\_\_  
SHELLY HANCE, Executive Director

Federal I.D. No.: 94-276-5408

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL  
COUNTY OF AMADOR

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY:  \_\_\_\_\_  
Gregory Gillott  
County Counsel

BY: \_\_\_\_\_

## **ATTACHMENT A – SCOPE OF WORK**

### ***Amador-Tuolumne Community Action Agency Aggression Replacement Training (ART) Program July 1, 2012 – June 30, 2013***

#### **Program Description**

ATCAA will provide Aggression Replacement Training (ART) to juveniles on probation and at risk of being on probation.

The projected goals are to provide 4 ART classes with 6 – 8 participants in each cohort and 2 ART classes with 3 – 4 participants in each cohort throughout the school year.

Staff will facilitate ART groups 3 times per week each for 10 weeks per ART protocol guidelines. Staff will keep class sign-in logs to track attendance for this target population. ART groups held on school campuses will be offered in accordance with class schedules.

ATCAA staff will facilitate groups at Community School, Independence High School, Amador High School, Ione Junior High School, and the ATCAA Counseling Center.

ATCAA will report on participant progress, activities, and outcomes at the end of each school semester.

ATCAA will deliver invoices upon the conclusion of each 10 week/30 session group to the Amador County Probation Department.



**ATTACHMENT B – FEE SCHEDULE**

***Amador-Tuolumne Community Action Agency***  
**Aggression Replacement Training (ART) Program**  
**July 1, 2012 – June 30, 2013**

Amador County will pay ATCAA \$4,936 for each 6 – 8 probation referred participant cohort and \$2,641 for each 3 – 4 probation referred participant cohort upon completion. The total costs set forth above includes all therapy staff time, program supplies and materials, required ART assessments, staff mileage to and from school sites, general operating costs, and agency indirect costs @ 10.5%.

The total paid to ATCAA pursuant to this Contract shall not exceed \$25,026.

**ATTACHMENT C – ALCOHOL POLICY**

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE  
AND DRUG & ALCOHOL TESTING  
POLICY ACKNOWLEDGEMENT FORM  
FOR CONTRACTORS**


The undersigned, authorized signatory for AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY, a Joint Powers Agency (the "Contractor"), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "B" is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No: 94-2765408

Printed Name: Shelly Hance Date 5/1/13

Title: Executive Director

Signature: 

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
05/14/13	

To: Board of Supervisors

*Agmt*

Date: May 6, 2013

From: Mark J. Bonini, Chief Probation Officer  
(Department Head - please type)

Phone Ext. 229

Department Head Signature *MB*

Agenda Title: Request to Approve Agreement between ATCAA and Amador County to provide the 180/You-Turn Program

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 The 180 Degree/You-turn Program is designed for male youth 9-18 years of age regardless of risk factor and focuses on being responsive to adolescent male development from a holistic perspective which takes into consideration the effects of trauma and violence. The "safe" group experience is to foster social-emotional development and empathy while holding youth accountable and responsible for their behavior and choices. Additionally, it stimulates emotion management in a supportive way that establishes healthy and caring relationships with peers and adults and reconnects them to society in a pro-social capacity with the primary goal of being a successful community member. This program is paid for with Youthful Offender Block Grant Funds.

Recommendation/Requested Action:  
Approve and sign Agreement with ATCAA to provide the 180 Degree/You-Turn Program to Amador County youth.

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Impacts None

This program's cost is budgeted and paid for with YOBG funds

Is a 4/5ths vote required? Yes  No

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman _____	Counsel <u>GB</u>
Auditor <u><i>EJL</i></u>	GSA Director <u>Hop</u>
CAO <u><i>CB</i></u>	Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
BOS Clerk retain an original, and remaining originals (2) to Probation

### FOR CLERK USE ONLY

Meeting Date May 14, 2013 Time 9 a.m. Item # 4E

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_  
 Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
 Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
 Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_  
 Completed by \_\_\_\_\_

A new ATF is required from \_\_\_\_\_ Department For meeting of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: \_\_\_\_\_  
 Clerk or Deputy Board Clerk

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY (ATCAA), a Joint Powers Agency (the "Contractor").

### RECITALS

A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

B. Contractor is in the business of providing services similar to those set forth in this Agreement.

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Chief Probation Officer, or his or her designee, Contractor will provide community outreach and prevention education to residents of Amador County referred by the Probation Department (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement. Amador County Probation Department will encourage parental support for the participants in the program described in **Attachment A**.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
4. TERM; EARLY TERMINATION OF AGREEMENT. This agreement shall be effective on February 1, 2012 and shall continue in effect through June 30, 2013. County

reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor for the Work exceed the amount set forth in **Attachment B**.

5.2 Contractor shall submit periodic invoices. The invoices shall include a detailed description of the services rendered for that period.

5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
- 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
- 10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to

be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.

10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall periodically review any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.

## 11. INSURANCE.

11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is

being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

11.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all persons whom Contractor may employ in carrying out the Work as required by



applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$ 1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

14. DOCUMENTS AND RECORDS.

14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County.

Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.

14.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.

14.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.

15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: <http://www.co.amador.ca.us/Modules/ShowDocument.aspx?documentid=11404>, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as Attachment C.

17. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Amador, Tuolumne, Community Action Agency  
935 South Highway 49  
Jackson, CA 95642

To County: Amador County Probation Department  
675 New York Ranch Road  
Jackson, CA 95642

With a copy to: Office of the County Counsel  
810 Court Street  
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, 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 or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.

20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.

21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CONTRACTOR:  
AMADOR-TUOLUMNE COMMUNITY  
ACTION AGENCY (ATCAA), a Joint Powers  
Agency

BY: \_\_\_\_\_  
Richard Forster, Chairman  
Board of Supervisors

BY: Sheely Hance  
SHEELY HANCE, Executive Director

Federal I.D. No.: 94-276-5408

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL  
COUNTY OF AMADOR

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: Gregory Gillott  
Gregory Gillott  
County Counsel

BY: 5/1/13

**ATTACHMENT A – SCOPE OF WORK**

***Amador-Tuolumne Community Action Agency***  
**180° / You-Turn Program**  
**February 1, 2012 – June 30, 2013**

**Program Description**

ATCAA will provide the 180° / You-Turn-Program to male juveniles as follows:

Two groups of 6 young men will meet weekly beginning in February, 2012 through June 15, 2013.

The Council for Boys and Young Men group facilitation will be delivered by the trained Council Moderator.

Each month, the groups will take a “field trip” to visit career, educational, community volunteer, or vocational settings as determined by the needs of the individuals in each group.

The Council Moderator will act as a mentor to each of the young men matched with other adult mentoring volunteers. All volunteer mentors shall successfully pass a background check and fingerprint clearance.

Names of potentially eligible youths will be referred to the Probation Department for possible participation in the Program. The Probation Department, in cooperation with the Amador Unified School District and ATCAA, will determine the Program participants and provide the list of names to the Amador Youth Programs Manager.

**ATTACHMENT B – FEE SCHEDULE**

***Amador-Tuolumne Community Action Agency***  
**180° You-Turn Program**  
**February 1, 2012 – June 30, 2013**

SEE BUDGET DOCUMENT ON FOLLOWING PAGE.

The total paid to ATCAA pursuant to this Contract shall not exceed \$15,984.

BUDGET – February 1, 2013 through June 30, 2013

Expenses	Narrative	In-Kind	Requested Funding Amount and Source	Budget Totals
<b>Personnel</b>				
<b>Salaries</b>	Coordinator (.05 FTE)	Program Manager (.025 FTE)	Amador County Probation Department	
		<b>Total: \$850.00</b>	<b>Total: \$1,000.00</b>	<b>\$1,850.00</b>
	Group Facilitator for the program (.5 FTE)		Amador County Probation Department	
			<b>Total: \$7,000.00</b>	<b>\$7,000.00</b>
<b>Total Benefits</b>	Includes % of SUI, Medicare, Retirement, W/Comp, PTO, and health benefits		Amador County Probation Department	
			<b>Total: \$1,120.00</b>	<b>\$1,120.00</b>
	<b>Total Personnel</b>			<b>\$9,970.00</b>
<b>Operating costs</b>				
<b>Office/Program Supplies/ Duplication Costs</b>	Includes office supplies, copying fees, program and outreach supplies, postage, household supplies, field trip costs		Amador County Probation Department	
			<b>Total: \$2,850.00</b>	<b>\$2,850.00</b>
<b>Space Costs</b>	Includes rent, utilities, maintenance, communications, technology	Community Centers/Use of meeting space for 4 hours per week @ \$35 per hour which includes rent, utilities, household services, and insurance	Amador County Probation Department	
		<b>Total: \$3,500.00</b>	<b>Total: \$700.00</b>	<b>\$4,200.00</b>
<b>Travel</b>	Costs for transportation provided to group participants for meetings and field trips @ \$ .55/mile		Amador County Probation Department	
			<b>Total: \$1,200.00</b>	<b>\$1,200.00</b>
<b>Training</b>	The Council for Boys and Men/Girls Circle continuing education classes	REACH Leadership Training Drug and Alcohol Prevention Programs	Amador County Probation Department	
		<b>Total: \$350.00</b>	<b>Total: \$595.00</b>	<b>\$945.00</b>
	<b>Total Non-Personnel</b>			<b>\$9,195.00</b>
<b>Agency Indirect @ 10.5%</b>	Federally approved indirect cost rate determined by	In-kind funding sources	Amador County Probation	

	formal accounts analysis and comparison required by the Department of Health and Human Services approval process.	<b>Total: \$494.00</b>	Department <b>Total: \$1,519.00</b>	<b>\$2,013.00</b>
	<b>TOTAL IN-KIND</b>	<b>\$5,194.00</b>		
	<b>TOTAL FUNDING REQUEST FROM AMADOR COUNTY PROBATION DEPARTMENT</b>		<b>\$15,984.00</b>	
	<b>TOTAL PROGRAM BUDGET</b>			<b>\$21,178.00</b>



**ATTACHMENT C – ALCOHOL POLICY**

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE  
AND DRUG & ALCOHOL TESTING  
POLICY ACKNOWLEDGEMENT FORM  
FOR CONTRACTORS**

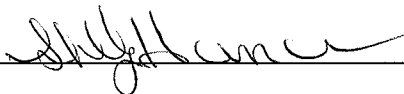
The undersigned, authorized signatory for AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY, a Joint Powers Agency (the “Contractor”), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor’s officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment “B” is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No: 94-2765408

Printed Name: Shelly Hance Date 5/1/13

Title: Executive Director

Signature: 

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors  
 Date: 4-29-2013  
 From: Eugene J. Lowe  
 (Department Head - please type)

*Agmt*

Phone Ext. 363

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>5-14-13</u>	

Department Head Signature *Eugene J. Lowe*

Agenda Title: Purchase fish for annual fish derby

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

**Purchase fish for fish derby at Lake Tabeaud from Fish & Game Fund for Saturday June 15th, 2013.**

Recommendation/Requested Action:  
**Approve purchase**

Fiscal Impacts (attach budget transfer form if appropriate) <b>Budgeted</b>	Staffing Impacts
Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Contract Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Comments: _____
Committee Review? Name _____ N/A <input type="checkbox"/>	
Committee Recommendation: _____	

Request Reviewed by:

Chairman _____	Counsel <u><i>GG</i></u>
Auditor <u><i>[Signature]</i></u>	GSA Director <u><i>David Davis for Rep</i></u>
CAO <u><i>[Signature]</i></u>	Risk Management <u><i>[Signature]</i></u>

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

**Auditor** \_\_\_\_\_

**FOR CLERK USE ONLY**

Meeting Date <u>May 14, 2013</u>	Time <u>9 a.m.</u>	Item # <u>4F</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	Other: _____

Distributed on _____	A new ATF is required from _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____	Department _____	
	For meeting of _____	

## AGREEMENT FOR EXPENDITURE AND ACCOUNTING FOR COUNTY FUNDS

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the County of Amador, a political subdivision of the State of California (“County”) and the Native Sons of the Golden West, Excelsior Parlor #31

1. Specification of Uses and Purposes of County Funds. Organizations receiving County funds are required (1) to specify the uses and purposes for which the funds provided by the County are to be spent, and (2) to provide information on an annual basis to the County as set forth in paragraph 4 as part of the County’s required annual audit to verify that the funds were properly expended, to which the Native Sons of the Golden West, Excelsior Parlor #31 agrees.

2. Current Budget Allocations. During the 2012/2013 fiscal year final budget hearings, the Board of Supervisors determined that a total of \$1,000.00 should be budgeted for the annual fishing derby sponsored by the Native Sons of the Golden West, Excelsior Parlor #31 and allocated under the Fish and Game budget 2760-52800.

3. Statement of Use of County Funds; Claims for Future Expenditures. Prior to receiving the funds allocated in paragraph 2, the Native Sons of the Golden West, Excelsior Parlor #31 agrees to provide a scope of work, which shall include a detailed statement of the uses and purposes for which County funds allocated in the Fish and Game budget for each County fiscal year (July 1 through June 30) will be made. In addition, on an annual basis and at the conclusion of the expenditure of County funds, the Native Sons of the Golden West, Excelsior Parlor #31 shall make a verbal and written report to the County’s Board of Supervisors as to the work accomplished with County funds, an accounting of the use of County funds, and a copy of the Native Sons of the Golden West, Excelsior Parlor #31 annual budget or financial statements for the current fiscal year when such document is available.

4. Audit of the Native Sons of the Golden West, Excelsior Parlor #31 Expenditures. The Native Sons of the Golden West, Excelsior Parlor #31 agrees to make available to the County, during the County’s annual audit, all books and records showing expenditures of County funds during each auditing period, for consideration of the amounts and priority of expenditures of funds provided to the Native Sons of the Golden West, Excelsior Parlor #31 by the County.

5. Drug Policy. The Native Sons of the Golden West, Excelsior Parlor #31 agrees to abide by the Amador County Drug Policy (2-300) at all times during any event funded in whole or party by County funds. The Native Sons of the Golden West, Excelsior Parlor #31 shall execute the Acknowledgement, attached and incorporated as Attachment A, prior to release of any funds.

6. Term of Agreement. This agreement shall continue in force and effect at all times during which the County provides funds to the Native Sons of the Golden West, Excelsior Parlor #31 pursuant to Government Code §26100.

7. Breach of Agreement. In the event that the Native Sons of the Golden West, Excelsior Parlor #31 expends all of any part of the funds provided to it pursuant to this Agreement in violation of

**ATTACHMENT A**

**ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY  
AND DRUG & ALCOHOL TESTING POLICY FOR  
FOR CONTRACTORS**

The undersigned, authorized signatory for **Native sons of the Golden West  
Excelsior Parlor #31** (the  
"Contractor"), certifies as follows:

1. Contractor has reviewed a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG TESTING POLICY concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.

2. All of Contractor's officers, subcontractors, and agents who perform services pursuant to the Agreement to which this Attachment "A" is attached will abide by that policy as a condition of the Agreement.

3. If any of such officers, employees, subcontractors, and agent violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug and Alcohol Testing Policy, the County of Amador may terminate the Agreement immediately.

Federal I.D. No.: 23-7574695

Printed Name: Native Sons of the Golden West

Signed: 

Date: 05-07-13

Title: Treasurer Excelsior Parlor 31



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cohn-Reid-O'Neill Insurance, a Risk Strategies Company 2000 Alameda de las Pulgas Suite 101 San Mateo CA 94403	CONTACT NAME: June Tong, CISR PHONE (A/C. No. Ext): (650) 762-0400 E-MAIL ADDRESS: jtong@risk-strategies.com	FAX (A/C. No.): (650) 762-0490
	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Co NAIC # 20281	
INSURED Native Sons Of The Golden West 414 Mason Street, Suite 300 San Francisco CA 94102	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1251448320 REVISION NUMBER:

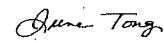
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			35760251	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> AI Endt 80022000 4-01						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			74989385 (Broad Form #16-02-0292)	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> Phys Damage	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> AI/Broad Form						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			79796168	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/> CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Proof of Insurance only

## CERTIFICATE HOLDER

## CANCELLATION

Proof of Insurance***** ***** ***** ***** ***** ***** *****	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  June Tong, CISR/JUT 

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 8, 2013

Agmt

From: Chuck Iley, CAO  
(Department Head - please type)

Phone Ext. \_\_\_\_\_

- |                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/>            | Blue Slip      |
| <input type="checkbox"/>            | Closed Session |

Meeting Date Requested:

May 10, 2013

Department Head Signature \_\_\_\_\_

Agenda Title: Approval of Management Contract with ACHS for the Amador County Museum

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

This is approval of the management contract with the Amador County Historical Society to operate the Museum.

Recommendation/Requested Action:

**Approval**

Fiscal Impacts (attach budget transfer form if appropriate)

None

Staffing Impacts None

Is a 4/5ths vote required? Yes  No

Contract Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GG

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

BOS;

### FOR CLERK USE ONLY

Meeting Date May 14, 2013

Time 9 a.m.

Item # 46

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on _____	A new ATF is required from _____
Completed by _____	Department _____
	For meeting _____
	of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: \_\_\_\_\_  
Clerk or Deputy Board Clerk

Save

**AGREEMENT BETWEEN THE COUNTY OF AMADOR AND THE AMADOR COUNTY HISTORICAL SOCIETY REGARDING THE MANAGEMENT OF THE AMADOR COUNTY MUSEUM**

This Agreement Between the County of Amador and the Amador County Historical Society Regarding the Management and Use of the Amador County Museum (this "Agreement") is made as of \_\_\_\_\_, 2013 between COUNTY OF AMADOR, a political subdivision of the State of California ("COUNTY") and the AMADOR COUNTY HISTORICAL SOCIETY, a California nonprofit corporation ("ACHS").

**RECITALS:**

- A. COUNTY is the owner of certain real property located in the City of Jackson, Amador County, California, APN 020-196-001-000 (the "Property") commonly described as the Amador County Museum and grounds, 225 Church Street, Jackson, California.
- B. ACHS is a California nonprofit corporation, tax exempt under Federal Tax Code section 501 (c)(3), formed for the purpose of identifying and preserving items of historical interest of Amador County for its residents and the public and to educate and increase public awareness while at the same time enlisting public support for historical preservation in Amador County.
- C. On or about July 7, 2008, COUNTY temporarily closed the museum because structural and ADA improvements needed to be made. Although the parties have a separate agreement regarding the operation of the Mine Model exhibit, the majority of the Property and structures have been closed to the public.
- D. ACHS has completed the necessary repairs and improvements to the Property so that the Property can be reopened to the public as a museum.
- E. ACHS and County agree that presently, and into the foreseeable future, the County does not anticipate receiving sufficient public revenue to operate the Museum with public employees; therefore, ACHS is entirely responsible for hours of operation and adequate staff to supervise the public's access to the buildings and exhibits therein.

**ARTICLE II  
APPOINTMENT OF MANAGER**

COUNTY hereby appoints ACHS as the Manager for the Property, and to perform certain services for the benefit of COUNTY as hereinafter set forth, and ACHS accepts such appointment on the terms and conditions set forth.

**ARTICLE III  
MANAGEMENT OF PROPERTY**

Section 3.1 – Management and Operation of the Property. Under the personal and direct supervision of the Amador County Historical Society Board of Directors, ACHS staff and volunteers shall:

- a. Make the Property available to the general public on a limited basis, without discrimination based on race, color, creed, ethnic or linguistic identification, gender or sexual preferences, disability or handicap, or any other basis prohibited by law, and in accordance with County guidelines for the use and operation of the Property. The Museum Committee Chair or authorized member of ACHS shall be in attendance at all times that Property is open to the public. County reserves the right upon prior written notice to ACHS to require members of ACHS that provide services directly on the Property to undergo the same volunteer background check as is performed on other volunteers for the County. ACHS shall not be required to make Property available to the public during any time in which the Property is undergoing active restoration or construction.
- b. Be responsible for the placement and care of all artifacts contained on the Property or inside any of the buildings, and a digital and photographic inventory of all such artifacts shall be maintained and updated if or whenever artifacts are moved from location to location.
- c. All items contained within the museum and belonging to the County shall be shown on the inventory that is maintained by ACHS and clearly identified as County property both in the inventory and with a property tag placed on the item. Any items on display that were donated to ACHS shall be clearly identified as ACHS property in the inventory and with an appropriate tag. No items belonging to entities other than the County or ACHS shall be displayed in the museum.
- d. Cause accurate books and records of account to be maintained in accord with this Agreement in which shall be entered all matters relating to the Property, including income and expenditures. The books and records shall be subject to examination by County or County's agents during business hours.
- e. Collect fees from visitors to the Property and use all proceeds of such fees and donations solely for the preservation, rehabilitation, restoration or operation of the Property, with the exception that 20% of all fees shall be retained by ACHS, and all donations to ACHS shall be retained by ACHS.
- f. Be responsible for any advertisements, including brochures, related to the Property.
- g. Be entitled to use all buildings on the Property for the purpose of conducting ACHS monthly Board meetings, committee meetings and/or events.
- h. ACHS shall, at its sole cost and expense, perform minor maintenance, defined as single items costing less than \$1000, and cleaning of the premises so that it is safe and suitable for viewing by the public.
- i. COUNTY is responsible for major maintenance and improvement of the Premises except for preservation, renovation and rehabilitation projects funded by grant funds or ACHS funds. The County will undertake major maintenance projects as funds and other resources permit.
- j. ACHS shall promptly notify COUNTY of any maintenance, repair or operational needs for the Property so that COUNTY may take action as appropriate.
- k. COUNTY shall oversee the performance of any historical restoration work undertaken by ACHS in accordance with the terms of any grant received for such purposes. All such renovations shall be in accordance with plans approved by COUNTY'S Administrative Officer, or his or her designee.

**ARTICLE IV  
RIGHTS AND RESPONSIBILITIES OF ACHS**

Section 4.1. Use of the Property. In addition to managing and operating the Property for limited public access, ACHS shall:

5/14/2013



- (a) Be entitled to use the Property for the purpose of holding various promotional or fundraising events designed to raise funds for the preservation, rehabilitation, restoration, or operation of the Property. In relation to any fundraising events held at the Property, ACHS shall comply with the following provisions:
1. Notify the County's Administrative Officer as early as reasonably possible, but no later than 30 days prior to any special event. Include in the notice the date(s) and time(s) of the event, a description of the event and proposed activities, estimated attendance, and whether alcoholic beverages will be served at the event.
  2. If any alcoholic beverages will be served at any event, ACHS shall obtain any additional permits required by the California Department of Alcoholic Beverage Control, and obtain any insurance required by the County's Risk Manager. The certificate(s) and policy endorsement(s) meeting the County's minimum requirements shall be delivered to the Office of Risk Management at least 10 days prior to the event.
  3. Follow all requirements set forth by local agencies for such gatherings, including the City of Jackson and Amador County.
  4. ACHS shall not illegally discriminate against any person or group seeking to attend an ACHS fundraising event on the Premises.
  5. ACHS shall be responsible for cleaning the Property following events, and ACHS shall be responsible for any damage to the Property or Exhibits occurring during or related to an event.
  6. All proceeds from a fund-raising event minus ACHS's costs and 100% of any donations specifically made for renovation of the County Museum property or to support the operation of the Museum shall be exclusively used for that purpose.
- (b) ACHS shall not provide or allow any public access to any areas of the Property not specifically authorized by this Agreement or by other written permission from County.

Section 4.2. Insurance. In addition to any insurance required above for special events, ACHS shall take out and maintain at all times during the performance of any activities or work done under the terms of this Agreement, a policy or policies of insurance as follows:

- (a) General Liability - General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. General Liability shall be on an Occurrence Form. Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.
- (b) Automobile Liability - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Hundred Thousand Dollars (\$100,000) combined single limit each person for bodily injury and property damage, is required in the event motor vehicles are used by the ACHS in the performance of the Agreement.
- (c) Workers' Compensation - In the event ACHS hires any employees, ACHS shall provide Workers' Compensation and Employers' Liability Insurance for all persons whom ACHS may employ directly to carry out any activities contemplated in this Agreement. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for

bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease. If ACHS uses only licensed contractors and registered County volunteers to do the necessary repairs, no Workman's Compensation will be required.

- (d) Where required above, ACHS shall furnish a certificate of insurance satisfactory to the County Administrative Officer as evidence that the insurance required above is being maintained. ACHS agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, ACHS agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance in compliance with the terms this Agreement must be delivered to the office of Risk Management prior to beginning the activities under this Agreement.

4.03. Indemnification. ACHS agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of, pertain to, relate to, or are connected in any way to any negligent error, act or omission of ACHS or ACHS's officers, agents, employees, independent contractors, subcontractors, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; or damage to Museum property.

## **ARTICLE V RESPONSIBILITIES OF COUNTY**

Section 5.1. Insurance. COUNTY at its expense shall obtain and maintain throughout the period of this Agreement casualty insurance for the Property and items. ACHS will be coinsured by the County for any ACHS renovation or construction.

Section 5.2. Maintenance of Property. COUNTY shall:

- (a) Pay for all utilities including security related to the Property;
- (b) Pay for pest control, if necessary, in the County's sole discretion;
- (c) Provide maintenance, upkeep, and repair of buildings housing various exhibits as allowed by the budgetary funds allocated for those purposes.

## **ARTICLE VI DURATION, TERMINATION AND DEFAULT**

Section 6.1. Term of Agreement. Unless terminated earlier as provided below, this Agreement shall be renewed annually from the date set forth above, unless terminated by the parties.

Section 6.2. Termination. Notwithstanding anything contained herein, this Agreement may be terminated as follows:

- (a) By either party at their sole discretion upon 90 days written notice to the other party.
- (b) Upon termination as provided under this Section, ACHS shall vacate the Property and surrender or forward any books and/or records with respect to the Property, and return any remaining funds that were committed to museum improvements as directed by COUNTY.

Section 6.3. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

Section 6.4 Waiver Consents. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other in default irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

Section 6.5 Governing Law. This Agreement is entered into in the State of California and shall be governed by the laws thereof. The venue of any action or proceeding brought by either party against the other arising out of this Agreement shall, to the extent legally permissible, be in the County of Amador, California.

Section 6.6 Modification of Agreement. This Agreement constitutes the entire agreement between the parties hereto. To be effective, any modification of this Agreement must be in writing and signed by the party to be charged thereby.

Section 6.7 Notices. All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or, if mailed, upon the first to occur of actual receipt or forty-eight (48) hours after being placed in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the above parties as follows:

To ACHS: Amador County Historical Society  
Attn: Museum Chairperson  
P. O. Box 761  
Jackson, CA 95642  
Telephone: (209) 257-1485  
Facsimile: (209)

To COUNTY: County of Amador  
Attn: County Administrative Officer  
810 Court Street  
Jackson, CA 95642  
Telephone: (209) 223-6375  
Facsimile: (209) 223-0749

Section 6.8. COUNTY-ACHS Relationship. It is understood that ACHS is not acting hereunder as an employee of COUNTY, but solely as an independent California nonprofit corporation. ACHS, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of COUNTY. Except as expressly provided in this Agreement, ACHS has no authority or responsibility to exercise any rights or power vested in COUNTY. It is understood by both ACHS and COUNTY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COUNTY:

ACHS:

BY: \_\_\_\_\_  
Richard Forster  
Chairman, Board of Supervisors

BY: \_\_\_\_\_  
Phillip Giurlani  
President

Name: \_\_\_\_\_

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

Federal I.D. No.: \_\_\_\_\_

OFFICE OF THE COUNTY COUNSEL  
APPROVED AS TO FORM:  
COUNTY OF AMADOR

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
  
Greg Gillott,  
County Counsel

BY: \_\_\_\_\_

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
05/14/13	

To: Board of Supervisors

Date: May 7, 2013

From: Jon Hopkins, Dir.  
(Department Head - please type)

*Aguit*

Phone Ext. X759

Department Head Signature *[Signature]*

Agenda Title: Award RFP 13-04 to World Fuel Service Ascent Aviation utilizing Ascent Fuels for the Airport

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

On Thursday, April 25, 2013, at 1:30 PM Request for Proposals 13-04 Aviation Fuel Services for the Airport, were received, opened and read publicly. Two proposals were received, however one proposal was received late, unopened & returned. The single proposal received from World Fuel Service Ascent Aviation provided two options for fuel. Attached is a Proposal Summary & Evaluation sheet for reference.

Recommendation: Award RFP 13-04 to World Fuel Service Ascent Aviation utilizing Ascent Fuels and approve the sample services agreement authorizing the Chairman to sign said contract contingent upon GSA's and Counsel's approval of final terms and conditions.

Recommendation/Requested Action:  
**See above recommendation.**

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Impacts N/A

<p><b>Budgeted</b></p> <p>Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Committee Review? <u>N/A</u> <input checked="" type="checkbox"/></p> <p>Name _____</p> <p>Committee Recommendation: _____</p>	<p>Contract Attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Resolution Attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/></p> <p>Ordinance Attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/></p> <p>Comments: <u>Summary &amp; Evaluation sheet attached.</u></p>
---	--

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GG

Auditor egg \_\_\_\_\_ GSA Director Hop

CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

GSA-Jon Hopkins,

### FOR CLERK USE ONLY

Meeting Date <u>May 14, 2013</u>	Time <u>9 a.m.</u>	Item # <u>44</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes: _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	Other: _____

Distributed on _____	A new ATF is required from _____	<p>I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.</p> <p>ATTEST: _____</p> <p style="text-align: center;">Clerk or Deputy Board Clerk</p>
Completed by _____	Department _____ For meeting _____ of _____	

Save

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
May 14, 2013	

To: **Board of Supervisors**

Date: May 7, 2013

Misc.

From: Aaron Brusatori, Community Dev. Agency Director  
(Department Head - please type)

Phone Ext. 248

Department Head Signature *Aaron Brusatori*

Agenda Title: Advertise Internally for Public Works Maintenance Lead Worker

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 The Department of Public Works would like permission to advertise internally for the position of Public Works Maintenance Lead Worker. Attached is a description for the position of Public Works Maintenance Lead Worker.

The position of Public Works Maintenance Lead Worker is currently budgeted and vacant due to retirement. The department would like to advertise internally to fill the position. It is our desire to fill the position as soon as possible.

Recommendation/Requested Action:  
Approve request to advertise internally to fill Public Works Maintenance Lead Worker position

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
Budgeted	
Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Contract Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Committee Review? N/A <input checked="" type="checkbox"/>	Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Name <u>Administrative Committee</u>	Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Committee Recommendation: <u>Take to full Board</u>	Comments: _____

Request Reviewed by:

Chairman _____	Counsel <u>GG</u>
Auditor <u>EJH</u>	GSA Director <u>HOP</u>
CAO <u>CK</u>	Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Community Development Agency, Human Resources

**FOR CLERK USE ONLY**

Meeting Date <u>May 14, 2013</u>	Time <u>9 a.m.</u>	Item # <u>7A</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes: _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	

Distributed on _____	A new ATF is required from _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	Department _____	ATTEST: _____
	For meeting of _____	Clerk or Deputy Board Clerk

# **PUBLIC WORKS MAINTENANCE LEAD WORKER**

## **DEFINITION**

Under general supervision, to provide lead direction and work coordination for Public Works Maintenance Workers; to serve as an Assistant Public Works Maintenance Supervisor; to skillfully operate a variety of construction and maintenance equipment such as trucks, heavy power-driven road maintenance and construction equipment, and snow removal equipment; to perform a variety of assignments in the maintenance, repair, and construction of roads, bridges and drainage systems; and to do related work as required.

## **DISTINGUISHING CHARACTERISTICS**

This is the lead supervision level in the Public Works Maintenance Worker Class series. Incumbents are assigned lead and work coordination responsibilities for a small group of Public Works Maintenance Workers on an intermittent basis. They may also assume responsibility for an entire crew in the absence of a Public Works Maintenance Supervisor. In addition, incumbents are assigned to operate a wide variety of heavy construction and maintenance equipment. The operation of this equipment is characterized by a high degree of skill in manipulation of hand and foot controls and accuracy in moving materials to exact specifications. This class is distinguished from the Public Works Maintenance Worker III class in that incumbents have lead responsibilities in addition to skilled equipment operation duties. Incumbents in this class are subject to twenty-four hour "call-out" for road related emergencies and snow removal.

## **REPORTS TO**

Public Works Maintenance Supervisor.

## **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **EXAMPLES OF DUTIES**

Provides lead direction and work coordination for other Public Works Maintenance Workers; may serve as a member of the Safety Committee and attend safety meetings; may serve as Public Works Maintenance Supervisor in the Supervisor's absence; operates a variety of trucks in the hauling of road fill and base materials for construction, maintenance, and repair projects; operates snow removal equipment; operates crawlers, tractors, loaders, power booms, chippers, graders, and other power-driven equipment; uses backhoe attachments on appropriate equipment; operates transports for heavy equipment; performs minor maintenance on equipment; performs semi-skilled concrete work in the construction and maintenance of culverts, headwalls, bridges and related structures; mixes and places concrete; performs a variety of road maintenance functions such as patching roads, cutting brush, clearing culverts, cleaning ditches, or painting

## **PUBLIC WORKS MAINTENANCE LEAD WORKER - 2**

guard rails; operates hand tools such as jackhammers and chain saws; cares for and services equipment; acts as a flagperson for road repair and maintenance crews; performs shovel work, opening, widening, and backfilling excavations; may mix and spray pesticides; maintains records of materials and equipment used; may perform maintenance and repairs on construction equipment.

### **TYPICAL PHYSICAL REQUIREMENTS**

Frequently stand and walk; sit for extended periods; ability to stoop, kneel or crouch to pick up or move objects; walk for long distances and on sloped ground and uneven surfaces; lift and move objects weighing over 100 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of maintenance equipment such as backhoes, graders, front end loaders, and snowplows.

### **TYPICAL WORKING CONDITIONS**

Work is performed outdoors in varying temperature, weather, and humidity condition; work is performed in environment with constant noise; exposure to grease and oils; exposure to moving equipment; exposure to electrical current; constant contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### Knowledge of:

- Procedures, tools, equipment, and materials used in the maintenance and construction of roads, bridges, and public works facilities.
- Operation and routine maintenance of construction equipment including loaders, graders, trucks, rollers, and related equipment.
- Provisions of the California Vehicle Code relating to the operation of medium and heavy equipment on streets and roads.
- Work safety methods and programs.
- Principles of training, work coordination, and lead direction.

#### Ability to:

- Provide lead direction and work coordination for an assigned group of Road Maintenance Workers.
- Train other staff in equipment operation.
- Perform a variety of unskilled, semi-skilled, and skilled work in the maintenance, construction, and repair of County roads, bridges, culverts, and public works facilities.
- Skillfully operate heavy road construction and maintenance equipment including loaders, graders, trucks, rollers and related equipment.
- Skillfully operate snow removal equipment.
- Maintain time and equipment records.



## PUBLIC WORKS MAINTENANCE LEAD WORKER - 3

- Perform heavy physical labor.
- Maintain and make repairs to equipment.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

One (1) year of road maintenance work and construction experience comparable to that of a Public Works Maintenance Worker III with Amador County. Work experience must include training and background in heavy equipment operation.

### Special Requirements:

Possession of a valid California Class A Driver's License with no restrictions and the following endorsements:

1. Air Brake
2. Tanker

Some positions in this classification may be required to possess Applicator Certification from the State of California.