

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/28/2016

Budget

From: Chuck Iley, County Administrative Office

(Department Head - please type)

Phone Ext. 470

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

Meeting Date Requested:

6-28-16

Department Head Signature _____

Agenda Title: Budget Increase for Innovate Your State Grant for OpenGov

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

Requesting budget increase of \$35,475.00 for a Grant received from Innovate Your State. Increase Expenditure by same amount to pay for OpenGov Platform.

Recommendation/Requested Action:

Approve budget increase

Fiscal Impacts (attach budget transfer form if appropriate)

See attached budget transfer form

Staffing Impacts

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

Comments: _____

Committee Review?

Name _____

N/A

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel GB

Auditor JOR

GSA Director _____

CAO AK

Risk Management AMT

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

Copy to Auditor/Controller and Budget Analyst

FOR CLERK USE ONLY

Meeting Date

6-28-16

Time

8:30 Am

Item #

1a

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 _____

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: _____

Clerk or Deputy Board Clerk

For meeting _____

of _____

Save

Print Form

DATE: 6/28/2016

REQUESTED BY:

Chuck Iley

DEPARTMENT: CAO

APPROVED BY ADMINISTRATIVE OFFICER:

Clint

DATE:

6/17/16

APPROVED BY ADMINISTRATIVE COMMITTEE:

DATE:

APPROVED BY BOARD OF SUPERVISORS:

DATE:

APPROVED BY AUDITOR/CONTROLLER:

DATE:

JOURNAL ENTRY NO. _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
1105	52800	\$35,475.00		11000-1105	47890	\$35,475.00	

REASON FOR THE REQUEST:

Increasing County Administrator's Revenue and Expenditures for a grant received from Innovate Your State in the amount of
\$35,475.00 to pay for OpenGov platform.

- PLEASE NOTE:**
- TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES BOARD OF SUPERVISORS APPROVAL
 - TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
 - FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
 - TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/28/2016

From: Chuck Iley

(Department Head - please type)

Phone Ext. _____

Budget

- Regular Agenda
 - Consent Agenda
 - Blue Slip
 - Closed Session
- Meeting Date Requested:

6-28-16

Department Head Signature _____

Chris

Agenda Title: Budget transfer from IT Salaries & Benefits to Conservator's Office Salaries & Benefits

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

Requesting budget transfer of \$11,830.00 from IT Salaries & Benefits to Conservator's Office Salaries & Benefits. Salary savings in IT due to decrease staff, to pay for new Finance Assistant II in Conservator's Office. New Position approved by BOS on 1/12/16.

Recommendation/Requested Action:

Approve budget transfer

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

See attached budget transfer form

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 Ge

Auditor JOR

GSA Director _____

CAO al

Risk Management br

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

Copy to Auditor/Controller, Budget Analyst & Conservator's Office

FOR CLERK USE ONLY

Meeting Date

6-28-16

Time

8:30

Item #

1B

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 _____

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: _____

Clerk or Deputy Board Clerk

For meeting _____

of _____

DATE: 6/28/2016

REQUESTED BY:

Chuck Iley

DEPARTMENT: CAO

APPROVED BY ADMINISTRATIVE OFFICER:

DATE:

6/17/16

APPROVED BY ADMINISTRATIVE COMMITTEE:

DATE:

APPROVED BY BOARD OF SUPERVISORS:

DATE:

APPROVED BY AUDITOR/CONTROLLER:

DATE:

JOURNAL ENTRY NO. _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
1970	50100		\$9,290.00				
1970	50300		\$1,555.00				
1970	50310		\$710.00				
1970	50400		\$275.00				
2730	50100	\$9,290.00					
2730	50300	\$1,555.00					
2730	50310	\$710.00					
2730	50400	\$275.00					

REASON FOR THE REQUEST:

Request for increase to Conservator's Office salaries & benefits for new Finance Assistant II who started on 4/4/16. Reduction comes from IT Department, due to salary savings in staff reduction. Position approved by BOS on 1/12/16.

PLEASE NOTE:

- TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES BOARD OF SUPERVISORS APPROVAL
- TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
- FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
- TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 06/17/2016

From: Tacy Oneto Rouen
(Department Head - please type)

Phone Ext. 363

Budget

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

Meeting Date Requested:
06/28/2016

Department Head Signature Tacy Oneto Rouen

Agenda Title: **Increase Auditor's FY 2015-16 Budget by \$4,600 for Bank Change Costs & ACA Works**

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

Please see the attached Memo to Chuck Iley, along with the Budget Request and supporting documents, regarding unanticipated expenses from our mandated bank change for new payroll checks and payable checks totaling \$3,850, along with a one-time programming charge of \$750 paid to ACA Works during the processing of our required Affordable Care Act 1095-C statements.

Recommendation/Requested Action:
Please Approve Request.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

See Budget Transfer Form Attached.

N/A

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

Comments:

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel Ge

Auditor JOR

GSA Director _____

CAO ad

Risk Management MA

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

Auditor, CAO _____

FOR CLERK USE ONLY

Meeting Date 6-28-16

Time 8:30am

Item # 1C

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 _____

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 _____
For meeting _____
of _____

ATTEST: _____

Clerk or Deputy Board Clerk

OFFICE OF

AUDITOR-CONTROLLER

810 COURT STREET JACKSON, CA 95642-9534 TELEPHONE (209) 223-6357 FAX (209) 223-6721

TACY ONETO ROUEN, AUDITOR-CONTROLLER



MEMORANDUM

DATE: June 7, 2016

TO: Chuck Iley, CAO

FROM: Tacy Oneto Rouen, Auditor-Controller *JOR*

With the change of the County's bank from Bank of America to Wells Fargo as of March 1, 2016 our department incurred additional costs. We had to order both Accounts Payable and Payroll checks. This expenditure was unanticipated as we had enough checks for at least another year and we did not know we would have to change banks until November 2015. We are requesting a budget increase for fiscal year 2015-2016 in office expense (1200 52200) in the amount of \$3850. There is a copy of the Superior Printing claim attached.

Also we are requesting an increase in our budget (1200-52300) for a onetime programming charge of \$750 paid to ACA works. This was also an unanticipated additional expense as it was not in the quote we originally received. We are requesting a total of \$4,600 transfer from contingency (7899 59500).

DATE: June 7, 2016

REQUESTED BY: Tacy Oneto Rouen *jon*

DEPARTMENT: Auditor-Controller

APPROVED BY ADMINISTRATIVE OFFICER: _____ DATE: _____

APPROVED BY ADMINISTRATIVE COMMITTEE: _____ DATE: _____

APPROVED BY BOARD OF SUPERVISORS: _____ DATE: _____

APPROVED BY AUDITOR/CONTROLLER: Tacy Oneto Rouen DATE: 6/7/16

JOURNAL ENTRY NO. _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
1200	52200	3850.00					
1200	52300	750.00					
7899	59500		4600.00				

REASON FOR THE REQUEST:

Increase in 52200 due to purchasing additional checks upon the change in Banks from BoA to Wells Fargo.

Increase in 52300 due to ACA works programming charge.

Both of these expenditures were due to unanticipated additional expenses.

PLEASE NOTE: TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES
BOARD OF SUPERVISORS APPROVAL
TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

14

County of Amador
State of California

EMAND OF Superior Press Inc dba Superior Press

WARRANT NO. 320253

DDRESS P.O. Box 844550

CASH ACCT 101110

Los Angeles CA 90084-4550

DATE MAR 08 2016

CITY STATE Zip

AMOUNT \$ 3,850.97

EING FOR Laser Checks P/R and A/P

DATE	DESCRIPTION CLAIMS MUST BE ITEMIZED OR ORIGINAL INVOICES ATTACHED	AMOUNT
3/25/2016	Laser Checks P/R and A/P	\$ 3,850.97



Superior Printing Inc.
dba Superior Press
9440 Norwalk Blvd.
Santa Fe Springs, CA 90670
(TIN): 95-4439518
P 888.590.7998 | F 562.948.4966

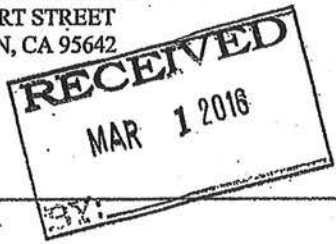
Invoice

Date	Invoice #
2/22/2016	3280365

Please Note New Remittance Address Below

BILL TO
AMADOR COUNTY
Attn: STACY POWROZEK
810 COURT STREET
JACKSON, CA 95642
USA

SHIP TO
AMADOR COUNTY
Attn: STACY POWROZEK
810 COURT STREET
JACKSON, CA 95642
USA



P.O. Number	Terms	Rep	Ship Date	Via	Ordered By	Due Date	Location
	Net 30	HA	2/16/2016	UPS GROUND	stacy	3/23/2016	
Quantity	Description	U/M	Price Each	Amount			
1	Laser Checks with Top Check Position and two Stubs Loose Size: 8.5x11 15000 green		1,267.56	1,267.56			
1	Laser Checks with Top Check Position and two Stubs Loose Size: 8.5x11 25000 brown		2,059.89	2,059.89			
1	Shipping, UPS GROUND # 1ZE659W70352765824		257.32	257.32			
1	CA Sales Tax (LOGO) AMADOR COUNTY AUDITOR'S WARRANT 810 COURT STREET JACKSON, CA 95642		266.20	266.20			

irm _____
ame _____
by _____
Signature of claimant

1200-52200	\$ 3,850.97

Deputy Clerk
Countersigned:
Chairman of the Board of Supervisors



Tacy Rouen <trouen@amadorgov.org>

Fwd: ACAWorks/Amador

2 messages

Lisa Gaebe <lgaebe@amadorgov.org>

Thu, Mar 10, 2016 at 1:42 PM

To: Tacy Rouen <trouen@amadorgov.org>, Judy Dias <jdias@amadorgov.org>

Cc: Candy Rechter <crechter@amadorgov.org>, Vickie Nygren <vnygren@amadorgov.org>, Sarah Duarte <SDuarte@amadorgov.org>, Coleen Estey <cestey@amadorgov.org>

Please see the email below. I will correct the "HIS" and IHS with him. Should I tell him to please move forward with the programming and we will pay the additional \$750?

On Thu, Mar 10, 2016 at 1:01 PM, Michael Lawton <mlawton@benxcel.com> wrote:

Lisa,

Per our discussion today and due the nature of this contribution change to your bargaining units, we need to provide additional programming that falls outside of our normal ACAWorks system configuration. Therefore, we are willing to provide this extra programming and in a very compressed time to enable your 1095-C statements to be created.

Our onetime programming charge is: \$750.00

The scope of work for the county is as follows:

We would add a script to their benefits file import such that:

For each employee participating in the two plans IHS and GEN:

- coverage starting prior to '7/1/2015' and ending prior to '7/1/2015'
- their participation code would be changed from GEN or HIS to GEN-1 or IHS-1
- coverage starting on or after '7/1/2015'
- their participation code would be changed from GEN or HIS to GEN-2 or IHS -2
- coverage starting prior to '7/1/2015' and ending after '7/1/2015' or without an end date
- Their current record would be changed to a GEN-1 or IHS-1, and an end date of '6/30/2015' would be added
- A new record for GEN-2 or HIS-2 would be added, starting '7/1/2015' and gaining the end date of the original record

With this script in place, the client would have a code they could identify to pair with a rate setup in the ACAWorks system.

Obviously, time is of the essence to get approval from Amador County, so we can start programming immediately.

Thanks and let me know.

Mike Lawton | Senior Vice President, Business Strategy & Development

ph: 858.649.7001 | fax: 563.587.6660

AGENDA TRANSMITTAL FORM

<input type="radio"/> Regular Agenda <input checked="" type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: 06/28/2016

To: Board of Supervisors
 Date: 06/17/2016

Budget

From: Tacy Oneto Rouen Phone Ext. 363
 (Department Head - please type)

Department Head Signature Tacy Oneto Rouen

Agenda Title: **Increase Auditor's FY 2015-16 Budget by \$9,000 for Unexpected Invoice from MGT**

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

See attached Memo to the Administrative Committee, along with the Budget Request and supporting documents, regarding an unexpected invoice from MGT for FY 2014-15 State Mandated Cost Work.

Recommendation/Requested Action:
 Please Approve Request.

Fiscal Impacts (attach budget transfer form if appropriate) See Budget Transfer Form Attached.	Staffing Impacts N/A
--	--------------------------------

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A
 Name _____
 Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____	Counsel <u>GB</u>
Auditor <u>JOR</u>	GSA Director _____
CAO <u>AE</u>	Risk Management <u>MDT</u>

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

FOR CLERK USE ONLY

Meeting Date 6-28-16 Time 8:30 am Item # ID

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	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 _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

AUDITOR-CONTROLLER

810 COURT ST JACKSON, CA 95642-9534 TELEPHONE (209) 223-6363 FAX (209) 223-6721

TACY ONETO ROUEN, AUDITOR-CONTROLLER



#2

MEMO

To: The Administrative Committee

From: Tacy Oneto Rouen, Auditor-Controller *JOR*

Date: June 16, 2016

Subject: **Unexpected Invoice from MGT for FY 2014-15 State Mandated Cost Work**

I am sending this Memo to you to request that the Auditor's Office FY 2015-16 Budget be increased in the amount of \$9,000 out of Contingencies to pay for an invoice just received on June 14, 2016 for a service performed in FY 2014-15. Please see the attached email from over a year ago where I requested that any remaining invoices for State Mandated Costs and our Cost Plan be sent to me prior to June 30, 2015 for payment.

I was not notified of any remaining balance until I received MGT's invoice which is dated 6/9/16, more than a year after my inquiry. I contacted our consultant regarding receipt of this invoice for the prior fiscal year expressing both shock and dismay since my current budget cannot cover this cost (see attached email dated 6/15/16). Our consultant apologized profusely, and said that she looked back through her emails and never actually communicated my request on June 4, 2015 with her billing department. She further stated that the billing department also erred by not sending us the invoice before 6/30/15 since that is their normal procedure.

Yesterday I received a copy of the contract renewal letter which was signed by Joe Lowe back in December 2014 noting a total cost of \$12,000 (see attached), of which \$3,000 was paid in February 2015. There was not a copy of this letter in my files from Joe Lowe. It is unclear at this point if MGT will reduce our amount owed or if they will extend the time for paying this invoice. Therefore, since it is very near year-end, I am requesting that the Auditor's Office FY 2015-16 Budget be increased in the amount of \$9,000 out of Contingencies to pay for this bill upon final word from MGT.

DATE: June 16, 2016

REQUESTED BY: Tacy Oneto Rouen *JOR*

DEPARTMENT: Auditor-Controller

APPROVED BY ADMINISTRATIVE OFFICER: _____ DATE: _____

APPROVED BY ADMINISTRATIVE COMMITTEE: _____ DATE: _____

APPROVED BY BOARD OF SUPERVISORS: _____ DATE: _____

APPROVED BY AUDITOR/CONTROLLER: Tacy Oneto Rouen DATE: 6/16/16

JOURNAL ENTRY NO. _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
1200	52300	\$9,000					
7899	59500		\$9,000				

REASON FOR THE REQUEST:

To increase the Auditor-Controller's FY 2015-16 budgeted expenses to pay for an unexpected invoice from MGT pertaining to the prior fiscal year. Please see attached Memo for more details.

PLEASE NOTE:

- TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES BOARD OF SUPERVISORS APPROVAL
- TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
- FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
- TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL



Tacy Rouen <trouen@amadorgov.org>

Final Invoices

2 messages

Tacy Rouen <trouen@amadorgov.org>
To: Christine Reynolds <Christine_Reynolds@mgtamer.com>

Thu, Jun 4, 2015 at 8:18 AM

Christine,

Please send us any remaining invoices for our Mandated Costs and our Cost Plan so that we can pay them prior to June 30th. Also, it looks like we never got an invoice for the remaining 5% (\$325) from last year's Cost Plan.

Thank you,
Tacy

Tacy Oneto Rouen
Auditor-Controller
Amador County
810 Court Street
Jackson, CA 95642
(209) 223-6363

Christine Reynolds <Christine_Reynolds@mgtamer.com>
To: Tacy Rouen <trouen@amadorgov.org>

Thu, Jun 4, 2015 at 8:42 AM

Working on this, my apologies for the prior year invoice, I have our billing department looking into this. Thank you.

Christine

From: Tacy Rouen [mailto:trouen@amadorgov.org]
Sent: Thursday, June 04, 2015 8:19 AM
To: Christine Reynolds
Subject: Final Invoices

[Quoted text hidden]



Tacy Rouen <trouen@amadorgov.org>

Final Invoices

Tacy Rouen <trouen@amadorgov.org>

Wed, Jun 15, 2016 at 9:15 AM

To: Christine Reynolds <Christine_Reynolds@mgtamer.com>

Cc: Chuck Iley <ciley@amadorgov.org>, Candy Rechter <crechter@amadorgov.org>, Stacy Powrozek <spowrozek@amadorgov.org>, Karen Scaccianoce <kscaccianoce@amadorgov.org>, Gregory Gillott <ggillott@amadorgov.org>

Hi Christine,

It appears that we have a problem, and I am hoping you can help us find a solution. I started working at the County after the Cost Plan work and SB 90 work for FY 2014-15 had already started, but **I sent an email on June 4, 2015 asking that any remaining invoices be sent to us before the end of last fiscal year for those specific services (see email below).**

Today I received an invoice for FY 2014-15 State Mandated Cost Claims (SB 90) for \$9,000. This invoice is the only communication I received regarding any remaining amounts due for the FY 2014-15 SB 90 Claims. We do not have funds in our department to pay this bill, as we were not made aware of any remaining balance until today. A year ago I could have requested an encumbrance or requested additional funds for my 2015-16 Budget to cover this remaining cost, but I was unaware of its existence.


Further, I am unable to locate the FY 2014-15 SB 90 contract that the Board of Supervisors signed which stated the total contract cost for FY 2014-15. Please send me a copy of the signed contract to keep for our records.

Since the information was not given to me until now - a year after my inquiry, I am hoping that you can help us resolve this issue promptly and move forward with renegotiating our Cost Plan Contract and SB 90 Contract for work during FY 2016-17. Please discuss this issue with the relevant MGT involved parties and give me an update as soon as possible.

Regards,
Tacy

Tacy Oneto Rouen
Auditor-Controller
Amador County
810 Court Street
Jackson, CA 95642
(209) 223-6363

[Quoted text hidden]

 **MGT Invoice dated 6-9-16 for FY 2014-15 State Mandated Cost Claims (SB 90).pdf**
32K



P. O. Box 5498, Tallahassee, Florida 32314 850-386-3191
Employer Identification Number 59-1576733

Invoice Number: 28335

Tacy Rouen
Auditor-Controller
Amador County
810 Court Street
Jackson, CA 95642

Project: State Mandated Cost Claims (SB 90) Services FY 14-15

Date: 06/09/2016 **P.N.:** 14-21-41-7020 **Code:** 02 **P.D.:** Dyer

1. Description of Services Rendered	Amount
Professional fees for consulting services: - 100% Completion of SB 90 claims work per contract	\$ 9,000.00
2. Reimbursable Expenses (Itemized)	Amount
<div style="text-align: right;">Expense Subtotal</div>	\$ -
TOTAL AMOUNT DUE	\$ 9,000.00

We greatly appreciate the opportunity to be of service to you!

Terms: Total amount due within 15 days of invoice date. A service charge of 1 1/2% per month will be assessed on any unpaid balance over 60 days.



OFFICE OF

AUDITOR-CONTROLLER

810 COURT STREET JACKSON, CA 95642 TELEPHONE (209) 223-6357 FAX (209) 223-6721

EUGENE J. LOWE, AUDITOR-CONTROLLER


December 17, 2014

Mr. J. Bradley Burgess
Sr. Partner/Vice President
MGT of America, Inc.
2001 P Street, Suite #200
Sacramento, CA 95811

Dear Mr. Burgess:

Amador County has accepted the terms for renewal of \$12,000.00 for July 1, 2014 to June 30, 2015 for the Scope of Services item 1(a) through (f) agreement made and entered into on October 22nd, 2013.

Sincerely,


Eugene J. Lowe
Auditor-Controller

CONTRACT FOR SERVICES

**By and Between
County of Amador
and
MGT of America, Inc.**

This agreement is made and entered into this 22nd day of October 2013 by County of Amador, hereinafter referred to as "Client", and MGT of America, Inc., hereinafter referred to as "MGT".

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

I. SERVICES

MGT will provide those services as outlined in its proposal letter to Client specified in this agreement, attached hereto and incorporated herein as Exhibit "A". Specific scope of services are as follows:

- a) Prepare and file eligible SB 90 claims for annual claims due on February 15 of each year listed in Section II TIMETABLE. Claims must exceed \$1,000 to be eligible to file with the State.
- b) Prepare and file eligible SB 90 claims for all new, or first-time mandates, which have claiming instructions issued by the State Controller's office during the State's 2013-2014 fiscal year. Claims must exceed \$1,000 to be eligible to file with the State.
- c) Prepare indirect cost rate proposals to accompany all claims if the resulting rate is above 10%.
- d) Provide information to the Client about new claiming opportunities in a timely manner.
- e) Provide liaison services between the Client and the State Controller for all claims filed by the MGT that are contested by the State Controller either through desk review or field audit.
- f) Assist with payment tracking and SB 90 claim tracking and coordination.

II. TIMETABLE

a) Initial Term

The initial term of this agreement is for one fiscal year. It is anticipated that all work for the initial period will commence upon document execution by both parties and will be completed by June 30, 2014, at which time, the Client will be able to renew this agreement at the same terms for two additional fiscal years.

b) Renewal Period

The terms of this agreement may be renewed for two additional fiscal years, at the Client's option. The additional term of services would be from July 1, 2014 to June 30, 2015 as well as July 1, 2015 to June 30, 2016. Pricing would be the same for Scope of Services items 1(a) through (f). The fiscal years in item 1(b) are 2014-2015 and 2015-2016 during the renewal periods.

III. PAYMENT

In consideration for the services rendered by MGT pursuant to this agreement, Client agrees to pay MGT upon completion of the following:

MGT will complete and file all eligible annual claims that are due on February 15, 2014, as well as all new, or first-time claims for which claiming instructions are issued during the County's 2013-14 fiscal year for the following fee.

Single Fixed Fee Each Year of Term

Year	Fee	Payment Terms
2013-2014 Annual Claims & New Claims issued during 2013-2014	\$15,500 fixed fee	Payable 50% after on-site visit and 50% after claims filed

This fee is all inclusive (no expenses will be charged to the County for this part of the engagement). There are no caps on number of claims, audit support, or site meetings/visits.

IV. CLIENT RESPONSIBILITY

- a) Furnish Consultant with all available and necessary information, data, worksheets, and documentation necessary for Consultant to perform the services hereunder in a timely fashion. Consultant shall assume all data is accurate and, if supplied in a timely manner, will file the claims in a timely manner.
- b) Cooperate with Consultant in carrying out the work herein.
- c) Provide adequate staff for liaison with the Consultant for each affected department.
- d) Develop and maintain source documentation sufficient to support SB 90 claims that are filed with the State for a period of at least three (3) years after the last date of claim payment or filing.

V. CONSULTANT LIABILITY

The Consultant will assume all data supplied by the Client is accurate and correct. Any subsequent disallowance of funds paid to the Client pursuant to the SB 90 claims filed under this agreement is the sole responsibility of the Client. In any event, the Consultant's total liability under this agreement shall not exceed the compensation received by the Consultant for work pursuant to this agreement.

IV. MODIFICATION

The Client and MGT may, by mutual agreement, modify this Contract. Any modification must be in writing and must be signed by the Contractor's principal agent and the Client's designate.

V. GENERAL TERMS AND CONDITIONS

No alteration or variation of this Contract and no understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

The parties hereby agree that no person shall, on the grounds of race, color, creed national origin, religion, disability, or sex, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Contract.

VI. CANCELLATION

The Client and MGT shall have the right to terminate this Contract at any time before the date of completion: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, MGT shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.

VII. CONTRACTOR EMPLOYEES

In performance of this Contract, MGT and any agent or employee of the MGT shall act in an independent capacity and not as an officer or employee or agent of the Client, nor shall any party be covered under the Client's personnel rules and regulations. The Client shall have no responsibility for deductions or contributions to Social Security, unemployment insurance, or any other benefits, nor shall income tax be withheld.

VIII. PROJECT MANAGEMENT

J. Bradley Burgess, Senior Partner of MGT shall sign on MGT's behalf and shall serve as main contact for the Client. Contact information for MGT as follows:

2001 P Street, Suite 200
Sacramento, CA 95811
Phone 916-595-2646
Fax 916-720-0305
EMAIL: bburgess@mgtamer.com

IX. LEGAL REQUIREMENTS

It is agreed that for the duration of this agreement, MGT and Client will comply with all applicable laws and regulations of the State of California, State of Florida and the federal government, including but not limited to, the Equal Employment Opportunity Act, the Occupational Safety and Health Act and audit requirements.

X. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

TO COUNTY:

Mr. Eugene J. Lowe
Auditor-Controller
County of Amador
810 Court Street
Jackson, CA 95642

TO CONSULTANT:

Mr. J. Bradley Burgess,
Sr. Partner, Costing Services Practice
MGT of America
2001 P Street, Suite #200
Sacramento, CA 95811

XI. SIGNATURES & APPROVAL

County OF Amador

MGT OF AMERICA, INC.

Signature: Richard M. Forster

Signature: J. Bradley Burgess

Name: Richard M. Forster
Chairman, Board of Supervisors

Name: J. Bradley Burgess

Title: _____

Title: Sr. Partner/Vice President

Address: 810 Court Street
Jackson, CA 95642

Address: 2001 P Street, Suite #200
Sacramento, CA 95811

Telephone 209-223-6363

Telephone: 916-595-2646

FEID:

FEID: #59-1576733

Date: October 22, 2013

Date: 9-12, 2013

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:	
06/28/2016	

To: Board of Supervisors

Date: 06/15/2016

Red.

From: Melissa Cranfill, Director of Behavioral Health Phone Ext. 412
 (Department Head - please type)

Department Head Signature Melissa C. fill, LCSW

Agenda Title: Resolution for the Retirement of Tim Gunn, Rehab Specialist

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

The Director of Behavioral Health Department requests the Board of Supervisors approve the Resolution for the Retirement of Tim Gunn.

Recommendation/Requested Action:
Approval of Retirement Resolution

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

Is a 4/5ths vote required? Yes No

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? N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____ Counsel GG

Auditor JOR GSA Director _____

CAO aa Risk Management BY

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

FOR CLERK USE ONLY

Meeting Date 6-28-16 Time 8:30 A.M. Item # 3A

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	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 _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION HONORING TIM GUNN
UPON HIS RETIREMENT AFTER 10 YEARS, 8 MONTHS
OF SERVICE WITH AMADOR COUNTY

RESOLUTION NO. 16-XXX

WHEREAS, Tim began his career as a Substance Abuse Counselor in 1994 and;

WHEREAS, After 11 years working in the substance abuse field in the Bay Area, Tim came to Amador County in 2005 and was hired as a Drug/Alcohol Counselor; and

WHEREAS, Tim flourished and eventually was promoted in 2006 to run The Drug Court Program at Amador County Behavioral Health; and

WHEREAS, Tim made the Drug Court program extremely successful while working closely with the Probation Dept. as well as many Honorable Judges; and

WHEREAS, Tim has established an excellent reputation as a hardworking, caring, counselor that the community can count on to go the extra mile, delivering excellent customer service over the many years he has worked for the county; and

WHEREAS, Tim was again promoted in 2013 to run the AB109 Program, helping many challenging clients improve their lives until he retires on June 30, 2016.

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby adopt this resolution commending Tim Gunn for his many years of service to the people of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 28 day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

John Plasse, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California

Deputy

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:	
June 28, 2016	

To: Board of Supervisors

Date: June 8, 2016

Res.

From: Steven A. Zanetta Phone Ext. 371

(Department Head - please type)

Department Head Signature *Steven A. Zanetta*

Agenda Title: Page, Jeffrey L. & Jeff-Set the Public Hearing date for a Cert. of Merger & abandonment of a 10' wide public utility easement

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The subject agenda item is a request to set the Public Hearing date for a Certificate of Merger and an abandonment of a ten foot (10') wide public utility easement. It is also a request for approval of a Resolution of Intent to Vacate. The property is located on the southerly side of Stephanie Way, approximately 800 feet easterly of the junction with Tiger Creek Road, in the Buckhorn area. Assessor Parcel No.'s 33-290-025 and 33-290-026.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts _____

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 GC
 Auditor JOR GSA Director _____
 CAO AK Risk Management AMT

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Set the Public Hearing, send out the Notice, return 1 copy of the Notice and 2 copies of the resolution to Surveying; 1 set certified

FOR CLERK USE ONLY

Meeting Date 6-28-16 Time 8:30 Am. Item # 30

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
 Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

Distributed on _____
 Completed by _____
 of _____

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



SURVEYING DEPARTMENT

COUNTY ADMINISTRATION CENTER

810 Court Street
Jackson, CA 95642-2132
Telephone: (209) 223-6371

NOTICE OF PUBLIC HEARING

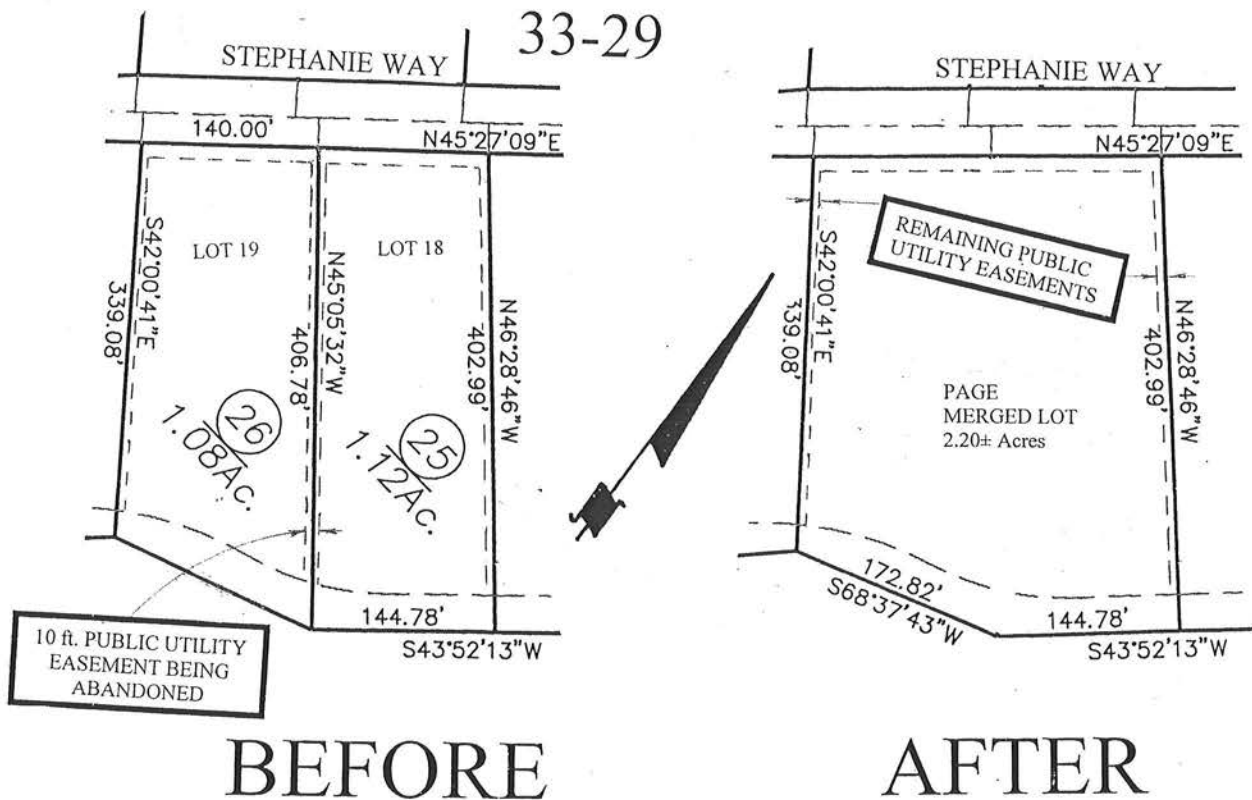
Notice is hereby given that the Board of Supervisors of the County of Amador, State of California, has received a request for an abandonment of a ten foot (10') wide public utility easement and a Certificate of Merger from Jeffrey L. Page and Jeff Page. The merger consists of merging Lot 18 and Lot 19, as shown and delineated on "Subdivision Map No. 54 of Tiger Creek Estates" and recorded in Book 7 of Subdivision Maps, at pages 10 and 11, Records of Amador County, California. The centerline of the public utility easement being abandoned is located along the line common to Lot 18 and 19. The Property is located on the southerly side of Stephanie Way, approximately 800 feet easterly of the junction with Tiger Creek Road, in the Buckhorn area. Assessor Parcel No.'s 33-290-025 and 33-290-026.

A Public Hearing to consider said Certificate of Merger will be held at the County Administration Building, 810 Court Street, Jackson, California 95642, on _____, at _____ or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

If you have any questions, or desire further information, please contact Surveying & Engineering (209) 223-6371.

AMADOR COUNTY BOARD OF SUPERVISORS

PAGE MERGER AND EASEMENT ABANDONMENT



Requested By:
BOARD OF SUPERVISORS
When recorded Return to:
SURVEYING & ENGINEERING

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION OF INTENTION TO
VACATE A PUBLIC UTILITY EASEMENT
FOR JEFFREY L. PAGE AND JEFF PAGE
AND SCHEDULING OF PUBLIC HEARING FOR SAME

RESOLUTION NO. 2016-xxxx

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board hereby declares its intention to vacate a ten foot (10') wide public utility easement for Jeffrey L. Page and Jeff Page; and

BE IT FURTHER RESOLVED that said vacation is proceeding pursuant to Chapter 3 (commencing with Section 8320) of Part 3 of Division 9 of the Streets and Highway Code; and

BE IT FURTHER RESOLVED that a public hearing to consider said vacation will be held at the County Administration Center, 810 Court Street, Jackson, California, on xxxx, 2016, at xxxx m. or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof held on the 28th day of June, 2016, by the following vote:

AYES: John Plasse, Louis D. Boitano,
Richard M. Forster, Lynn A. Morgan, and Brain Oneto

NOES: None

ABSENT: None

Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County
California

AGENDA TRANSMITTAL FORM

*agp. +
res.*

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
06/28/16	

To: **Board of Supervisors**
 Date: June 21, 2016

From: Patricia Lesky Phone Ext. 830
 (Department Head - please type)

Department Head Signature Patricia Lesky

Agenda Title: Statewide Exotic Pest Detection Trapping Contract #16-0091

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Reimbursement for expenditures associated with detecting insect pests that are detrimental to agriculture in California.

Recommendation/Requested Action:
 Board Chairman signature

Fiscal Impacts (attach budget transfer form if appropriate) \$14,075.00
 Staffing Impacts na

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 GC
 Auditor _____ GSA Director Hop
 CAO AL Risk Management AND

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
 Return two signed signature pages, the signed contractor certificate and resolution to Ag Dept Resk

FOR CLERK USE ONLY

Meeting Date 6-28-16 Time 8:30 AM Item # 4a

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
--	---	--

BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION APPROVING THE AGREEMENT
WITH THE CALIFORNIA DEPARTMENT OF FOOD
AND AGRICULTURE RELATIVE TO THE
STATEWIDE EXOTIC PEST DETECTION PROGRAM
FOR FISCAL YEAR CONTRACT #16-0091

RESOLUTION 16-xxx

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the agreement by and between the County of Amador and the California Department of Food and Agriculture, on the terms and conditions contained therein as it relates to the Exotic Pest Detection program for the 2016-17 fiscal year (contract 16-0091);

BE IT FURTHER RESOLVED that the Chairman of said Board be and hereby is authorized to sign and execute said agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 24th day of June, 2016 by the following vote:

AYES: John Plasse, Louis D. Boitano, Richard M. Forster, Lynn A. Morgan, and
Brian Oneto

NOES:

ABSENT:

John Plasse, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California

Deputy

AGREEMENT NUMBER 16-0091
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
- CONTRACTOR'S NAME
COUNTY OF AMADOR
2. The term of this Agreement is: **July 01, 2016 through June 30, 2017**
3. The maximum amount of this Agreement is: **\$ 14,075.00**
 Fourteen Thousand Seventy-five Dollars and No Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page(s)
Attachment 1	27 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Attachment 1	7 page(s)
Exhibit C – General Terms and Conditions – GTC 610	3 page(s)
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	3 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COUNTY OF AMADOR		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 12200-B AIRPORT ROAD, JACKSON, CA 95642-9527		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE		<input checked="" type="checkbox"/> Exempt per: DGS Ltr 28.7
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JENNIFER CROW, ACQUISITIONS MANAGER		
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		

EXHIBIT A
 (County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

County shall provide services for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and to the economy of California. Those insect pests may include but are not limited to Mediterranean fruit fly, Mexican fruit fly, oriental fruit fly, melon fly, gypsy moth, Japanese beetle and other invasive exotic pests. This Agreement includes delimitation work associated with the detection of one or more life stages of the above target pests in a county.

2. Services shall be performed in and throughout the COUNTY OF AMADOR.

3. The contract managers for this agreement:

FOR CDFA -	FOR CONTRACTOR -
Name: Kevin Hoffman	Name: Patricia Lesky
Unit: Pest Detection/Emergency Projects	Section/Unit: County Agricultural Commissioner
Address: 1220 N Street, Room 315 Sacramento, CA 95814	Address: 12200-B Airport Road Jackson, CA 95642-9527
Phone: (916) 654-1211	Phone: (209) 223-6487
Fax: (916) 654-0555	Fax (209) 223-3312

4. See Attachment 1 in Scope of Work for a detailed description of work to be performed and the duties of all parties.

Exhibit A
Attachment 1
Scope of Work
(27 pages)

SCOPE OF WORK (#2)

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY
INSECT PEST DETECTION TRAPPING

Fiscal Year 2016 - 2017

Effective Dates: July 1, 2016 to June 30, 2017

AGENCY RESPONSIBILITY

Section 1

The California Department of Food and Agriculture (CDFA) shall:

- A. Provide all traps, trap parts and lures.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form (60-221), which is attached hereto and made part of this agreement.
- D. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG).
- E. Provide annual training programs for county trapping supervisors and trappers.
- F. Provide quality control (QC) of the county trapping program via inspections and QC plants. The current county QC plant protocol is attached.
- G. Provide for the disposal of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.
- H. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.

Section 2

The County Agricultural Commissioner shall:

- A. Submit a completed financial plan, trapping hours worksheet, PEIR checklists, and commitment form, which are attached hereto and made part of this agreement.
- B. Hire and train personnel.
- C. Provide and maintain trapping vehicles.
- D. Ensure that supervisors and trapping personnel attend training provided by CDFA District Entomologists.
- E. Ensure that all trapping activities conform to the current version of the ITG. The current version is on the CDFA website at: www.cdfa.ca.gov/go/ITG.
 - Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
 - Should there be a discrepancy between the Scope of Work and the ITG, the Scope of Work shall supersede the ITG.
- F. Place and service the specified number of each trap type as indicated on the FY - Commitment Form (60-221).
- G. Place all traps, except gypsy moth (GM) and Japanese beetle (JB) (see below), beginning on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season so that all traps have been removed at the end of the season (versus the two weeks after the season).
 - Place GM and JB traps beginning on or prior to the season start date (normally June 1). Remove all GM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.
- H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, reference <http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and GIS layers, and contacts for assistance.
 - The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint

or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quint. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number "1" OF trap within that quint.

- Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.
 - Jackson trap – full trap number and servicing and rebaiting dates on outside.
 - Jackson trap insert – full trap number, placement date, and trapper's initials on non-sticky side.
 - Delta trap – full trap number, servicing and rebaiting dates, and trapper's initials on outside.
 - Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap or on tape attached to fin or cup.
 - ChamP™ trap – full trap number, servicing dates, and trapper's initials on the top fold.
 - Yellow panel trap – full trap number, placement date, and trapper's initials on white backside when placing; note servicing dates on outside non-sticky margins.
- I. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1 through October 31, 2016, and from date of placement in 2017 (May 1 or later) through June 30.
- J. Ensure that ChamP™ or yellow panel traps, baited with ammonium bicarbonate or ammonium carbonate, respectively, in rural areas are serviced once each month and relocated at each service from July 1 through October 31, 2016, and from date of placement in 2017 (May 1 or later) through June 30.
- K. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1 through October 31, 2016, and from date of placement in 2017 (May 1 or later) through June 30.
- L. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1 through October 31, 2016, and from date of placement in 2017 (June 1 or later) through June 30.
- M. Ensure that GM and JB traps are serviced every 14 days from July 1 through August 31, 2016, and from June 15 through June 30, 2017, unless determined otherwise by the CDFA District Entomologist and noted on the FY-Commitment Form (60-221).

- N. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and GM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur daily, but in any event must be done within a week of removal from the field.
- O. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the District Entomologist, and sent to the Plant Pest Diagnostic Center in Sacramento with an accompanying Pest and Damage Record (PDR).
- P. Ensure that all county commitment traps are placed, serviced, maintained, and removed in the same manner as state funded traps and that all data collected from these traps are also maintained in the same manner as state funded traps.
- Q. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A summarized list of pertinent practices and measures is attached. Complete the Tiering Checklist prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The Checklist and descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>. Checklist templates for exotic fruit fly, gypsy moth, and Japanese beetle trapping are attached, and a copy of each completed checklist must be submitted along with the contract. To complete the checklist, add in the Project Leader (normally the Commissioner) and County name in the introductory fields (those areas are designated with XXXXX). Also, in the document title (e.g., FF.XX.County.detection.07.01.16), replace the XX with the county number and replace "County" with the county name. When the contract ends, the county dates and signs a copy of the Checklist and sends that copy to CDFA to signify that the PEIR requirements were implemented.
- R. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file, for the CDFA Audits Office, for three years.
- S. Complete a monthly Pest Detection Report Number One (Form 66-035), documenting all traps deployed, added, removed and serviced during the month.

A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice.

- T. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- U. Attend trainings on the use of an electronic trapping database being developed, called CalTrap. Participate in implementation of CalTrap when it becomes operational for your county.
- V. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- W. Maintain county wall maps with numbered square miles grids based upon the Statewide Trapping Grid, depicting the density of all currently deployed traps.
- X. Allow state detection personnel and/or federal officers to perform quality control inspections on all county trap lines, including any county commitment trap lines.
- Y. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- Z. Counties generating Dibrom® treated wicks from methyl eugenol and cue-lure baited traps shall possess a CAI number issued by CalEPA (http://www.dtsc.ca.gov/PublicationsForms/upload/OAD_EPA_ID_FS.pdf).
- AA. Submit invoices along with the Report Number One monthly by postal mail or e-mail to:

Joanne Shimada
CDFA- PD/EP
1220 N Street, Room 315
Sacramento, CA 95814

joanne.shimada@cdfa.ca.gov.

1. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.

2. Only authorized charges matching the Financial Plan will be reimbursed; for example salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
3. A sample invoice is included with the agreement. The county may use this form or submit their own invoice, but the invoice must contain the following:
 - County name
 - County address
 - Remit to address
 - Date of submittal
 - Agreement name
 - Agreement number
 - Billing period
 - Allowable itemized charges as listed on the Financial Plan.
 - Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Report Number One. Invoices received without an accurate Report Number One will not be paid.
 - Vehicles license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.
4. Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in #3.
5. All invoices, including any amendments, must be received within 30 days of the expiration date of the contract. Invoices received more than 30 days after expiration of the contract will not be paid.
6. Please do not alter the CDFA invoice (if used), submit the invoice as a PDF file, or use dark highlights. A low resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Finance and Contracts units.
7. Payment will be made monthly, in arrears, upon receipt of the Report Number One and approval of invoice.

8. Continue to send monthly invoices even if the fiscal year contract funds are depleted.

"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE
FY 2016-17 Pest Detection

INVOICE

Apr-16

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
Orange = Instructions.

Date:
Agreement Number:
Billing Period:

A. PERSONNEL

<u>SALARY - Detection Trappers</u>		HOURLY RATE		COST
<u>Employee Name</u>	<u>Title</u>	HOURS	w/o BENEFITS	
1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00
SALARY SUBTOTAL:				\$0.00

<u>BENEFITS</u>		BENEFIT RATE %	SALARY	BENEFIT COST
1		0.0000%	\$0.00	\$0.00
2		0.0000%	\$0.00	\$0.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
8		0.0000%	\$0.00	\$0.00
9		0.0000%	\$0.00	\$0.00
10		0.0000%	\$0.00	\$0.00
11		0.0000%	\$0.00	\$0.00
12		0.0000%	\$0.00	\$0.00
13		0.0000%	\$0.00	\$0.00
14		0.0000%	\$0.00	\$0.00
15		0.0000%	\$0.00	\$0.00
BENEFIT SUBTOTAL:				\$0.00

<u>SALARY - Non-Detection</u>		HOURLY RATE		COST
<u>Employee Name</u>	<u>Title</u>	HOURS	w/o BENEFITS	
1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00
SALARY SUBTOTAL:				\$0.00

<u>BENEFITS</u>		BENEFIT RATE %	SALARY	BENEFIT COST
1		0.0000%	\$0.00	\$0.00
2		0.0000%	\$0.00	\$0.00
3		0.0000%	\$0.00	\$0.00
4		0.0000%	\$0.00	\$0.00
5		0.0000%	\$0.00	\$0.00
6		0.0000%	\$0.00	\$0.00
7		0.0000%	\$0.00	\$0.00
8		0.0000%	\$0.00	\$0.00
9		0.0000%	\$0.00	\$0.00
10		0.0000%	\$0.00	\$0.00
11		0.0000%	\$0.00	\$0.00
12		0.0000%	\$0.00	\$0.00
13		0.0000%	\$0.00	\$0.00
14		0.0000%	\$0.00	\$0.00
15		0.0000%	\$0.00	\$0.00
BENEFIT SUBTOTAL:				\$0.00

PEST DETECTION/EMERGENCY PROJECTS

FY 2016 / 2017 COMMITMENT FORM

AGRICULTURAL COMMISSIONER Patty Lesky	COUNTY AMADOR
DETECTION SPECIALIST Joan Scheiman	DATE 5/18/2016

PROGRAM	UNITS	COUNTY COMMITMENT		STATE COMMITMENT		TOTAL COMMITMENT	
		UNITS	HOURS	UNITS	HOURS	UNITS	HOURS
COMMERCIAL CROF	(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:	(SAMPLE PROPERTIES)	0	0	0	0	0	0
SPECIAL SURVEYS:		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
TRAPPING		SUMMER/WINTER		SUMMER/WINTER		SUMMER/WINTER	
JACKSON TRAP - MEDFLY	MF	0	/ 0	16	/ 0	16	/ 0
McPHAIL TRAP	MP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Garden	CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural	CP	0	/ 0	0	/ 0	0	/ 0
CHAMP TRAP - Rural Residential	CP	0	/ 0	0	/ 0	0	/ 0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	/ 0	11	/ 0	11	/ 0
JACKSON TRAP - MELON FLY	ML	0	/ 0	11	/ 0	11	/ 0
GYPSY MOTH	GM	30		120		150	
JAPANESE BEETLE	JB	10		15		25	
MISCELLANEOUS:							
	Apple Maggot	0		0		0	
	European Corn Borer	0		0		0	
	European Pine Shoot Moth	0		0		0	
	Khapra Beetle	0		0		0	
	Western Cherry Fruit fly	0		0		0	

SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2016
Project Leader:	Patricia Lesky
Description of Activity:	Jackson traps (contain trimedlure, methyl eugenol & dibrom, or cue-lure & dibrom), McPhail traps (contain torula yeast), and ChamP traps (contain ammonium bicarbonate or carbonate) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entitles):	Exotic fruit fly trapping conducted within the whole of Amador County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect exotic fruit flies.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.16

Part B

		Check Applicable Requirements
General Requirements		
Conduct activity as described in Chapters 2 and 3 of PEIR		Yes
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entitles may conduct In response to quarantine		N/A
Activity Site Specific Review		
Database	Date Reviewed	Mitigation If Any
Callifornia Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2		Attach supporting documentation for determination, and CEQA Addendum, as applicable
Step 3		Attach tiered CEQA document, and identify additional requirements from that document

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2016
Project Leader:	Patricia Lesky
Description of Activity:	Gypsy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Gypsy moth trapping conducted within the whole of Amador County. Property types are various (residential, agriculture, mixed use, undeveloped) and have gypsy moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect gypsy moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.19

Part B

		Check Appl i able Requirements
General Requiremen ts		
Conduct activity as described in Chapters 2 and 3 of PEIR		Yes
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		N/A
Acti ty Site Spe cfi Re vew		
Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow Integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

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Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2		Attach supporting documentation for determination, and CEQA Addendum, as applicable
Step 3		Attach tiered CEQA document, and identify additional requirements from that document

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2016
Project Leader:	Patricia Lesky
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entitles):	Japanese beetle trapping conducted within the whole of Amador County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Japanese beetle.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.20

Part B

		Check Applicable Requirements
General Requirements		
Conduct activity as described in Chapters 2 and 3 of PEIR		Yes
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		N/A
Activity Site Specific Review		
Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2		Attach supporting documentation for determination, and CEQA Addendum, as applicable
Step 3		Attach tiered CEQA document, and identify additional requirements from that document

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

PEIR Management Practices (MP) and Mitigation Measures (MM) For Trapping

July 2015

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845- 8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
 - Wear rubber boots, coveralls, rubber gloves, and eye protection.
 - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
 - Shovel contaminated material into a leak-proof container.
 - Do not hose down the area.
 - Work carefully and safely; do not hurry.
 - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
 - Follow the steps listed for all above and include the additional number below.
 - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
 - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
 - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with C DPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

regarding safe pesticide handling and application.

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
 - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
 - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
 - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
 - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
PEST DETECTION/EMERGENCY PROJECTS

PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING
OF DETECTION TRAPPING PROGRAMS

February 2016

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG) (Gilbert et al. 2013).

Types of Plants

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two will occur per trapper for the duration of their employment. When two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

Frequency

Frequent planting will ensure that all trappers are able to identify a variety of insects planted in their traps over the course of the trapping season. Planting should occur monthly, especially for counties with five or more trappers. All trappers in a program should be planted as equally as possible over the course of the season, so as not to substantially bias planting towards one or more trappers.

Preparation

1. Six target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), gypsy moth (GM), and Japanese beetle (JB). Additional species may be used for specific projects.
2. All planting specimens are pre-marked as follows:
 - a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wings clipped at the tips under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
 - b. GMs display a red abdomen as a result of a red rearing diet.
 - c. JB's have a mounting-pin hole through the sternum.
3. Trap type – QCP species correlation:

<u>TRAP</u>	<u>QCP</u>
a. McPhail or ChamP trap	Any one of the target fly species: MF, ML, MX, OF
b. Trimedlure Jackson trap	MF
c. Cue-lure Jackson trap	ML
d. Methyl eugenol Jackson trap	OF

6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness and the focus of the second checker when double-checking those inserts. This procedure shall only be performed by the District Entomologist, in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified, per the above procedure. On these occasions, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

Reporting

At the end of each planting day, the planter shall provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Sacramento, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day] - planter's initials (e.g., kh for Kevin Hoffman) - qcp (Quality Control Plant). As an example, 45150618khqcp would be the QCP report for Shasta County on June 18, 2015 as performed by Kevin Hoffman. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number should be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the District Entomologist shall receive from the trapping supervisor a copy of the QCPF with the final status for each of the planted traps indicated.

If any of the plants were missed, the Missed QC Plant Report shall be submitted as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Sacramento within two working days of receiving all of the above information.

Statewide Trapping QC Coordinator:

Art Gilbert
art.gilbert@cdfa.ca.gov Fax (559) 294-6767

QCP contact at PD/EP Sacramento:

Kevin Hoffman
kevin.hoffman@cdfa.ca.gov Fax (916) 654-0555

Sample Submission

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned to the District Entomologist for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below and create an

electronic Pest and Damage Report (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect (ITG pages xiv to xx). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to: Entomology Lab
CDFA Plant Pest Diagnostics Branch
3294 Meadowview Road
Sacramento, CA 95832-1448
Phone: 916-262-1100

Missed Plant Follow-up

Any missed plants shall require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and shall be re-planted as soon as possible after the retraining session.

In the case that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

Trappers shall be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during any 12-month period, beginning on the date of the first miss.

- 1. Fruit flies: Three (in any combination)**
- 2. GM or JB: One**

Consequences of missing plants from a sticky trap that was double-checked shall be reviewed and evaluated on an individual basis.

Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.

Literature Cited

Gilbert, A. J., R. R. Bingham, M. A. Nicolas, and R. A. Clark. 2013. Insect Trapping Guide. 13th edition. (A. J. Gilbert, K. M. Hoffman, C. J. Cannon, C. H. Cook, and J. K. Chan, eds.). State of California, Department of Food and Agriculture, Pest Detection/Emergency Projects, Sacramento, CA. 181 pp.
http://www.cdafa.ca.gov/phpps/PDEP/Insect_Trapping_Guide/index.html

**EXHIBIT B
(County Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor, Grant, Sub-Grant or Agreement recipient for actual expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement or Grant.

Original invoices shall include the agreement/contract number, dates of service, type of work performed, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment. Invoices shall be itemized to follow the allowed expenses outlined in the agreement/contract budget and Scope of Work documents.

- B. Unless mutually agreed, monthly invoices must be submitted within 30 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established by the California Department of Human Resources. <http://www.calhr.ca.gov/employees/pages/travel-meals.aspx>.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)

An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30th for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 - Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:

<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:

http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: <http://www.sco.ca.gov/ard/manual/cntyman.pdf>

Exhibit B
Attachment 1
(7 pages)

Green = fillable cells to be completed by the County.
 Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
 Orange = instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

	<u>Employee Name</u>	<u>Title</u>	<u>HOURS/ DAY</u>	<u>TOTAL WORK DAYS</u>	<u>HOURS</u>
1	Brian Snodgrass	Agricultural Inspector I	8.00	8.00	64.00
2	Brian Snodgrass	Agricultural Inspector I	8.00	8.00	64.00
3			0.00	0.00	0.00
Subtotal:					128.00

2. SALARIES - Detection Trappers

		<u>HOURLY RATE w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
1	Brian Snodgrass	\$21.87	64.00	\$1,400.00
2	Brian Snodgrass	\$22.31	64.00	\$1,428.00
3		\$0.00	0.00	\$0.00
Subtotal:				\$2,828.00

3. BENEFITS - Detection Trappers

		<u>BENEFIT RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
1	Brian Snodgrass	37.0000%	\$1,400.00	\$518.00
2	Brian Snodgrass	37.0000%	\$1,428.00	\$528.00
3		0.0000%	\$0.00	\$0.00
Subtotal:				\$1,046.00

DETECTION STAFF SUBTOTAL: \$3,874.00

4. STAFF - Non-Detection

	<u>Employee Name</u>	<u>Title</u>	<u>HOURS/ DAY</u>	<u>TOTAL WORK DAYS</u>	<u>HOURS</u>
1			0.00	0.00	0.00
Subtotal:					0.00

5. SALARIES - Non-Detection Staff

		<u>HOURLY RATE w/o BENEFITS</u>	<u>HOURS</u>	<u>SALARY</u>
1		\$0.00	0.00	\$0.00
Subtotal:				\$0.00

6. BENEFITS - Non-Detection Staff

		<u>BENEFIT RATE (%)</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
1		0.0000%	\$0.00	\$0.00
Subtotal:				\$0.00

NON-DETECTION STAFF SUBTOTAL: \$0.00

25.00 % Overhead (Not to exceed 25%)

<u>SALARIES</u>	<u>BENEFITS</u>	<u>OVERHEAD COST</u>	
\$2,828.00	\$1,046.00	\$969.00	
TOTAL PERSONNEL COST :			\$4,843.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

<u>Description</u>	<u>COST</u>	
1 office supplies	\$13.00	
2	\$0.00	
3	\$0.00	
4	\$0.00	
TOTAL SUPPLY COST:		\$13.00

C. SUBCONTRACTOR

	<u>TITLE</u>	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>COST</u>
1				\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
TOTAL SUBCONTRACTOR COST:				\$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
1.00	6.00	270.00	\$0.540	\$875.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
TOTAL VEHICLE COST:				\$875.00	

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

Description	COST	
1	\$0.00	
2	\$0.00	
3	\$0.00	
4	\$0.00	
TOTAL SUPPLY COST:		\$0.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
 * Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, e

FY 2016-17 Pest Detection FF Trapping Total Cost: \$5,731.00

FY 2016-17 Pest Detection Trapping Total Cost \$14,075.00

COMMENTS:

Green = fillable cells to be completed by the County.
 Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
 Orange = instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Carrie Bassett	Agricultural Inspector II	8.00	18.00	144.00
2			0.00	0.00	0.00
Subtotal:					144.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Carrie Bassett	Agricultural Inspector II	\$27.43	144.00	\$3,950.00
2			\$0.00	0.00	\$0.00
Subtotal:					\$3,950.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Carrie Bassett	Agricultural Inspector II	37.0000%	\$3,950.00	\$1,462.00
2			0.0000%	\$0.00	\$0.00
Subtotal:					\$1,462.00

DETECTION STAFF SUBTOTAL: \$5,412.00

4. STAFF - Non-Detection

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1			0.00	0.00	0.00
Subtotal:					0.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1			\$0.00	0.00	\$0.00
Subtotal:					\$0.00

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1			0.0000%	\$0.00	\$0.00
Subtotal:					\$0.00

NON-DETECTION STAFF SUBTOTAL: \$0.00

25.00 % Overhead (Not to exceed 25%)

	SALARIES	BENEFITS	OVERHEAD COST
	\$3,950.00	\$1,462.00	\$1,353.00
TOTAL PERSONNEL COST :	\$6,765.00		

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

<u>Description</u>	COST	
1	\$0.00	
2	\$0.00	
3	\$0.00	
4	\$0.00	
TOTAL SUPPLY COST:		\$0.00

C. SUBCONTRACTOR

	<u>TITLE</u>	HOURLY RATE	HOURS	COST
1				\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
TOTAL SUBCONTRACTOR COST:				\$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
1.00	3.00	800.00	\$0.540	\$1,296.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
TOTAL VEHICLE COST:				\$1,296.00	

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

Description	COST	
1	\$0.00	
2	\$0.00	
3	\$0.00	
4	\$0.00	
TOTAL SUPPLY COST:		\$0.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

* Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

FY 2016-17 Pest Detection GM Trapping Total Cost:	\$8,061.00
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COMMENTS:

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 Orange = instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS	
1	Carrie Bassett	Agricultural Inspector II	1.00	6.00	6.00	
2			0.00	0.00	0.00	
					Subtotal:	6.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY	
1	Carrie Bassett	Agricultural Inspector II	\$27.43	6.00	\$165.00	
2			\$0.00	0.00	\$0.00	
					Subtotal:	\$165.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST	
1	Carrie Bassett	Agricultural Inspector II	37.0000%	\$165.00	\$61.00	
2			0.0000%	\$0.00	\$0.00	
					Subtotal:	\$61.00

DETECTION STAFF SUBTOTAL: \$226.00

4. STAFF - Non-Detection

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS	
1			0.00	0.00	0.00	
					Subtotal:	0.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY	
1			\$0.00	0.00	\$0.00	
					Subtotal:	\$0.00

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST	
1			0.0000%	\$0.00	\$0.00	
					Subtotal:	\$0.00

NON-DETECTION STAFF SUBTOTAL: \$0.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$165.00	\$61.00	\$57.00

TOTAL PERSONNEL COST: \$283.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

<u>Description</u>	COST	
1	\$0.00	
2	\$0.00	
3	\$0.00	
4	\$0.00	
TOTAL SUPPLY COST:		\$0.00

C. SUBCONTRACTOR

	<u>TITLE</u>	HOURLY RATE	HOURS	COST
1				\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
TOTAL SUBCONTRACTOR COST:				\$0.00

D. VEHICLE OPERATIONS

NOTE: Don't complete if JB traps are piggybacked with GM traps.

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.540	\$0.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
TOTAL VEHICLE COST:				\$0.00	

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

Description	COST	
1	\$0.00	
2	\$0.00	
3	\$0.00	
4	\$0.00	
TOTAL SUPPLY COST:		\$0.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

* Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

FY 2016-17 Pest Detection JB Trapping Total Cost:	\$283.00
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COMMENTS:

1

TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.
 Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF												
MP												
OF												
ML												
GM												
JB												
CH												

 weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF	16	x	13.00	=	208
MP		x	26.00	=	0
OF	11	x	13.00	=	143
ML	11	x	10.83	=	119
GM	120	x	6.50	=	780
JB	15	x	6.50	=	98
Champ		x	6.50	=	0
0		x		=	0
0		x		=	0
Total:					1,348

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A.

TOTAL ALL:	1,348 (A)	÷	4.00 (B)	=	337.00 (C)	x 1.1 (10%) =	370.7 (D)	ALL
TOTAL FF:	470 (A)	÷	4.00 (B)	=	117.50 (C)	x 1.1 (10%) =	129.3 (D)	FF
TOTAL GM:	780 (A)	÷	5.95 (B)	=	131.09 (C)	x 1.1 (10%) =	144.2 (D)	GM
TOTAL JB:	98 (A)	÷	17.80 (B)	=	5.51 (C)	x 1.1 (10%) =	6.1 (D)	JB

- (A) = Servicings/year/trap - calculated electronically.
- (B) = Average # of traps serviced per hour - figure entered by person completing work sheet.
- (C) = Hours/year - calculated electronically.
- (D) = Hours/year, plus 10%, - calculated electronically. "(D)" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

EXHIBIT C

GENERAL TERMS AND CONDITIONS GTC 610

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or

applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D
(County Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Evaluation of Contractor- Consultant Contracts Only

Per the Department of General Services (DGS), all contracts for consultant services of \$5,000 or more must be evaluated. The Contract/Contraction Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.

4. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Potential Subcontractors

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Right To Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.

**EXHIBIT E
(County Agreement)**

ADDITIONAL PROVISIONS

CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are available to the State by the United State Government for the Fiscal Year(s) 2016/2017 covered by this Agreement for the purposes of the program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program this contract shall be amended to reflect any reductions in funds.

The Department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS

The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Food and Agriculture's Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

INSURANCE REQUIREMENTS

Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

1. General Provisions Applying to All Policies

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New Certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
- c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

EXHIBIT E
(County Agreement)

- d. Primary clause – Any required insurance contained in this contract shall be primary and not excess or contributory to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance carriers must carry an AM Best rating of at least an "A-" with a financial category rating of no lower than VI. If the contractor is self-insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligation under the contract.
- h. Use of Subcontractors – In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, the contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of the Contractor.

2. Contract Insurance Requirements

Prime Contractor Insurance Requirements

Contractor shall display on an Acord certificate of insurance evidence of the following coverages:

Commercial General Liability Insurance

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's liability.

The policy must be endorsed to name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under this contract.**

Automobile Liability Insurance

Contractor shall maintain automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. Should the scope of the contract involve transportation of hazardous materials, evidence of an MCS-90 or equivalent is required.

Workers Compensation Insurance

The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California. By signing this agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all

**EXHIBIT E
(County Agreement)**

of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

Sub-Contractor Insurance Requirements

Contractor shall display on an Acord certificate of insurance evidence of the following coverages:

Commercial General Liability Insurance

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's liability.

The policy must be endorsed to name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under this contract**

Automobile Liability Insurance

Contractor shall maintain automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. Should the scope of the contract involve transportation of hazardous materials, evidence of an MCS-90 or equivalent is required.

Workers Compensation Insurance

The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California. By signing this agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc

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:	
06/18/16	

To: Board of Supervisors

Date: June 17, 2016

aaf

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

Phone Ext. X759

Department Head Signature [Signature]

Agenda Title: Award RFP 16-11 and Approve Contract with Ascent Aviation Group, Inc.

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

On June 16, 2016, RFP 16-11 for Aviation Fuel Services, were received, opened and read publicly. Of the four (4) potential vendors only one (1) Ascent Aviation Group, Inc. provided a proposal. Ascent Aviation Group, Inc. is the County's current provider and has made no substantial changes to current services provided. The services agreement is for a five (5) year period and the proposal has been reviewed and is acceptable to staff.

Recommendation: 1) Award RFP 16-11 for Aviation Fuel Services to Ascent Aviation Group, Inc. in accordance with their proposal dated June 16, 2016 and, 2) Approve the attached sample services agreement for a five year period and, 3) Authorize the Chairman to sign the service agreement contingent upon County Counsel and the GSA Director's approval.

Recommendation/Requested Action:
 See above recommendation.

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

Is a 4/5ths vote required? Yes No

Committee Review? <u>N/A</u> <input checked="" type="checkbox"/> Name _____ Committee Recommendation: _____	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"/> Comments: _____
---	---

Request Reviewed by:

Chairman _____ Counsel GO

Auditor JOR GSA Director Hop

CAO [Signature] Risk Management [Signature]

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

GSA-Jon Hopkins Risk - electronic fully executed contract

FOR CLERK USE ONLY

Meeting Date 6-28-16 Time 8:30 Am. 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 _____ Department _____	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 _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

Save

SAMPLE SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2016 by and between the COUNTYOF AMADOR, a political subdivision of the State of California (the "County") and Ascent Aviation Group, Inc., (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 Aviation Fuels 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.

1.1 Contractor will provide all equipment, supplies and personnel to provide Aviation fuels (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.

1.2 Contractor is authorized to proceed immediately upon full execution of this Agreement.

2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance in 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.

2. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall commence on the date of execution by the County and shall expire **sixty (60)** months thereafter, unless extended in writing by the parties.

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.

5. COMPENSATION TO CONTRACTOR. Contractor shall submit invoices based upon a delivery of Aviation Fuel approved by County's Airport Manager. The invoices shall include a breakdown of product pricing, all taxes and fees. Compensation to Contractor shall be paid timely, in accordance with the approved fee schedule set forth on **Attachment B** attached and incorporated by this reference.

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. Contractor represents and warrants to County that it or its principals 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 or its principals 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.
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 (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per "Occurrence," including products-completed operations, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 11.1.2 Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. Coverage must include any vehicle.
 - 11.1.3 Airport Liability Insurance – will be provided on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$5,000,000 per occurrence.

11.1.4 Pollution Legal Liability and Remediation applicable to underground or above ground fuel storage tanks, fueling or refueling operations with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage, personal injury, and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations.

11.1.5 If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

11.2 Contractor shall furnish a certificate of insurance, declarations and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642, faxed to (209) 223-6426, or emailed to risk@amadorgov.org. Certificates and endorsements shall refer to the project or work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The County of Amador reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

11.3 Certificates of insurance and policy endorsements 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 General 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.

11.3.3 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.

11.4 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.

11.5 Contractor shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to and approved by County's Risk Manager prior to beginning the Work. If any deductible or self-insured retention is deemed unacceptable 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. Upon notice to either County or Contractor of any actual or alleged claim or loss arising out of or in connection with the Work, Contractor shall immediately satisfy in full any self-insured retention provisions of Contractor's policy in order to trigger policy coverage and defense for Contractor, additional insureds, and any indemnified party. Policies with self-insured retentions must be endorsed to allow the County to pay the self-insured retention in the event the Contractor is unable to or refuses to pay the self-insured retention.

11.6 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor or agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

11.7 County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. WORKERS' COMPENSATION 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 shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. 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. RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary design drawings, estimates, and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to the correction.
15. NON-DISCRIMINATION. 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).
16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges that it has received a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: **<http://www.amadorgov.org/Policies>**, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute as 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: **Ascent Aviation Group, Inc.**
1 Mill Street
Parish, New York 13131
(800) 272-3681

To County: Amador County Airport
Attn: Airport Manager
12200-B Airport Road
Jackson, CA 94642

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.

18.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.

19.CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.

20.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.

21.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.

22.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.

23. 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 (3) 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:

Ascent Aviation Group, Inc.

BY: _____
Chairman, Board of Supervisors

BY: _____
Darren B. Fuller, Vice President

Federal I.D. No.: 16-1353957

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____

Attachment A

SCOPE OF SERVICES

The scope of services (the "Services") shall include the following and any ancillary associated tasks within the generalized scope hereof as described in Ascent Aviation Group, Inc.'s proposal dated June 16, 2016

ATTACHMENT B
COMPENSATION

Compensation will be made on services rendered pursuant to Ascent Aviation Group, Inc.'s proposal dated June 16, 2016

ATTACHMENT C

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

The undersigned, authorized signatory for _____ (the "Contractor"), certifies as follows:

1. Contractor has received a copy of the AMADOR COUNTYALCOHOL-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 "C"** 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.: 16-1353957

Printed Name: Darren B. Fuller

Signed: _____

Date: _____

Title: Vice President

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: June 22, 2016

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

Phone Ext. X759

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

Meeting Date Requested:

06/28/16

Department Head Signature _____

Agenda Title: Award RFP 16-01 County Radio Maintenance to Delta Wireless, Inc.

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

On Thursday March 17, 2016 at 1:30 p.m. Request for Proposals 16-01 to provide services for the repair and maintenance of the County's public radio communication infrastructure and systems were received, opened and read publicly with one (1) response from Delta Wireless, Inc. located in Stockton, CA. Staff has reviewed the proposal and determined it meets the needs of the County. Attached for consideration is a contract and Delta Wireless, Inc.'s proposal.

Recommendation: 1) Award RFP 16-01 to Delta Wireless, Inc. and Approve the contract for County Radio Maintenance and Repair.

Recommendation/Requested Action:

See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

Budgeted

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 _____

Auditor _____ 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 6-28-16 Time 8:30 am 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 _____		

Save

COUNTY RADIO MAINTENANCE SERVICE AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of [REDACTED], 2016 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Delta Wireless, Inc., a California Corporation (**Corporation, Sole Proprietor, etc.**) (the "Contractor").

RECITALS

A. County desires to engage professional assistance to provide services to repair and maintain its public radio communication infrastructure and systems.

B. Contractor is in the business of providing repair maintenance 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.

1.1 Upon request from County, Contractor will provide all equipment, supplies and personnel to perform County Radio Maintenance services for Amador County Radio Maintenance (the "Work"). Contractor shall perform repair and maintenance services on the County's public radio system, which is more particularly described on **Attachment A & C**, attached and incorporated by this reference. The repair and maintenance services (the "Work") is more particularly described on **Attachment B**, attached and incorporated by this reference. Contractor shall comply with all applicable Federal, State and local laws relating to Contractor's performance of this Agreement.

1.2 Contractor shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the Work and resolve matters of concern; (b) require Contractor to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.

1.3 Contractor is authorized to proceed immediately following full execution of this Agreement and delivery and approval of required insurance documents as required

by Section 11. Performance of the Work shall be completed within the time required herein or prescribed for an individual task by County; provided, however, that if performance is delayed by earthquake, flood, high water or other act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by the number of days equal to the number of days of delay.

- 1.4 Contractor and County acknowledge that portions of the work to be performed hereunder may be subject to payment of prevailing wages in accordance with California law. For all covered work, Contractor must comply with California prevailing wage laws (California Labor Code section 1770 et seq.), and must pay and require payment of wages according to prevailing wage rates established by the California Department of Industrial Relations. Contractor is advised to obtain current prevailing wages as determined by the Director of the California Department of Industrial Relations, available for review at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> or mail to: Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603, or call (415) 703-4780. (A copy is also available at the Public Works Agency offices.) Contractor shall indemnify, defend and hold County harmless from any loss, damage, liability or expense resulting from Contractor's failure to comply with applicable prevailing wage statutes.

Notice: A Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for Public Work, as defined in this chapter, unless currently registered and qualified to perform Public Work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform Public Work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Contractor all existing documents and information in County's files regarding public radio system necessary to perform the Work.
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; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate automatically on XXXX following the date of execution, unless extended in writing by mutual agreement of the parties. County reserves the right to terminate this Agreement with or without cause on (7) seven days 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.

The County may immediately terminate this Agreement upon written notice to Contractor in the event Contractor, or any of its employees or subcontractors, fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

5. COMPENSATION TO CONTRACTOR.

- 5.1 Contractor shall submit monthly invoices indicating the Work performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses. Compensation to Contractor shall be paid for the work performed according to the price schedule set forth in **Attachment C**, attached and incorporated by this reference, [OR ALTERNATIVELY] the monthly preventative maintenance charges set forth in **Attachment C**.
- 5.2 County shall make payment to Contractor within 30 days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.
- 5.3 Contractor shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.
- 5.4 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 assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any

person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

- 6.3 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.
- 6.4 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor shall not subcontract any portion of the Work unless pre-approved in writing by County. 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.
- 6.5 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 County to hold any conference or visit the site of a project, 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 Contractor is not 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. Contractor represents and warrants to County that it or its principals 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 or its principals 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.

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 (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per "Occurrence," including products-completed operations, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. Coverage must include any vehicle.

11.1.3 Professional Liability - (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the policy provides coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract

work.

11.1.4 If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by Contractor.

11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642, faxed to (209) 223-6426, or emailed to risk@amadorgov.org. Certificates and endorsements shall refer to the project or work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The County of Amador reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

11.3 Certificates of insurance and policy endorsements 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 General 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.

11.3.3 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.

11.4 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.

11.5 Contractor shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to and approved by County's

Risk Manager prior to beginning the Work. If any deductible or self-insured retention is deemed unacceptable 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. Upon notice to either County or Contractor of any actual or alleged claim or loss arising out of or in connection with the Work, Contractor shall immediately satisfy in full any self-insured retention provisions of Contractor's policy in order to trigger policy coverage and defense for Contractor, additional insureds, and any indemnified party. Policies with self-insured retentions must be endorsed to allow the County to pay the self-insured retention in the event the Contractor is unable to or refuses to pay the self-insured retention.

11.6 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor or agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

11.7 County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. WORKERS' COMPENSATION INSURANCE. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of not less than \$1,000,000 per accident for bodily injury and disease. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives, or agents.

A Certificate of Exemption from Worker's Compensation Laws form is available for those with no employees.

13. OWNERSHIP OF DOCUMENTS. Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Contractor shall furnish, on request, all computations, plans, correspondence, manuals, warranties, and other pertinent data gathered or computed by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

14. 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. Contractor's indemnity obligations shall not be limited by the amount of insurance provided.

15. PUBLIC RECORDS ACT DISCLOSURE. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed by County to be required by law or by court order.
16. RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary design drawings, estimates, and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to the correction.
17. NON-DISCRIMINATION. 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).
18. CONFLICT OF INTEREST. Contractor warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the

performance of this Agreement no person having any such interest shall be employed by Contractor.

19. 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: Amadorgov.org/Policies, 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 D**.
20. 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: David Naasz, President
 Delta Wireless, Inc.
 1700 W. Fremont St.
 Stockton, CA 95203

To County: Amador County General Services
 12200-B Airport Road
 Jackson, CA 94642

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.

21. 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.
22. 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.
23. 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.

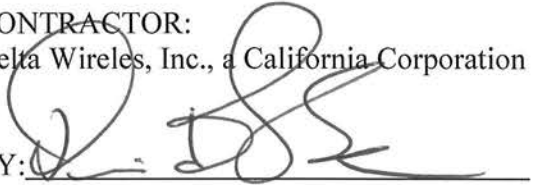
- 24. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- 25. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
- 26. 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:
Delta Wireles, Inc., a California Corporation

BY: _____
John Plasse
Chairman, Board of Supervisors

BY: 
Name: David Naasz

Title: President

Federal I.D. No.:

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR COUNTY
COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

ATTACHMENT A – COUNTY RADIO SYSTEM

Amador Regional 911 Center (AR911) is the main dispatch center for Amador County Sheriff's Office, EMS and City law enforcement agencies. It houses three Motorola Model MCC 5500 dispatch consoles, all comparators for the radio systems, and back-up radios/command post for the Amador County Sheriff and Local government channels. The building also houses the Emergency Operations Center (EOC) which contains several radio remotes and desktop base stations. In the event of any one failure the lines can be switched to the Amador County Sheriff's Office Command Post.

The public radio system consists of two analog VHF channels, three Motorola Model MCC 5500 dispatch consoles, eight voter sites and one mobile command post/base station to support operations. The equipment is located in several different locations throughout the County. Main repeater transmitter site is located at Mt. Zion, with a remote repeater at Kirkwood, and the back-up dispatch center/command post located at the Amador County Sheriff's Office, 700 Court Street, Jackson, California. Voting repeater sites include Pardee Ridge (Calaveras County), River Pines, Mt. Reba (Bear Valley-Alpine County), Plymouth, Ione, Sutter Creek and Dispatch. In the bid documents, Attachment "B" lists equipment and quantities by County office locations and Attachment "C" lists locations of Receivers and Transmitters that include the site, radio part number (P/N), radio serial numbers, frequency and Phase Lock (PL).

Mt. Zion Site:

Mt. Zion is a high level main transmit and receive site for Sheriff's Office. It has one link to the Dispatch Center. It houses the main communications equipment for the Amador County Sheriff's Office, one conventional repeater, inter-op repeater system, and generator back-up system for the radio repeater. It also houses the Amador County Sheriff's Office of Emergency Services (OES) main communications equipment.

County Sheriff Channel 1:

County Sheriff Channel 1 is a repeated VHF channel with the main transmitter located on Mt. Zion. Additional voting receive/transmit sites are located at Pardee Ridge (Calaveras County), River Pines, Mt. Reba (Bear Valley-Alpine County), Plymouth, Ione, Sutter Creek and Dispatch. Channel 1 has an additional remote repeater site located at Kirkwood Ski Resort.

County Sheriff Channel 2:

County Sheriff Channel 2 is a non-repeated VHF channel with a main receiver located at the Amador County Corporation Yard, 12200-C Airport Road, Jackson, California, 95642. Radio transmissions are sent via frame relay to the Sheriff's Dispatch Center located at 700 Court Street, Jackson, California, 95642.

OES – Office of Emergency Services:

OES is a repeated VHF channel with the main transmitter located on Mt. Zion.

Animal Control:

Animal Control is a repeated VHF channel with the main transmitter located at the Amador County Corporation Yard, located at 12200-C Airport Road, Martell, Ca.

County Local Government Channel (Public Works) 1:

County Local Government Channel 1 is a repeated VHF channel with the main transmitter located at the Amador County Corporation Yard, located at 12200-C Airport Road, Martell, Ca.

Jackson, Sutter Creek and Ione Police Department Channel:

These three agencies share one channel and two VHF stand-a-lone repeater(s) located in Ione and Jackson.

Mobile and Portable Radios:

Mobile and Portable equipment is owned and operated by many different departments throughout the County. Approximately 90% of the mobiles and portables are manufactured by Motorola. The remaining 10% of the equipment are off brand or other manufacturers.

ATTACHMENT B – SCOPE OF WORK

SCOPE OF WORK AND SERVICE REQUIREMENTS

The Contractor shall provide for the furnishing of all labor, tax, transportation, shipping, freight, services, disposal, equipment, materials, and appurtenant facilities and equipment necessary for service, diagnostics, and repairs to maintain the Amador County's public radio communications infrastructure and systems 24 hours per day, 7 days per week, 365 days per year.

- Contractor shall include all travel time and expenses unless deemed an emergency by the County.
- Contractor shall provide for shipping, freight, pick-up and delivery for all equipment and parts to maintain the county radio communications infrastructure and systems. Contractor shall limit pick-up and deliveries to be limited to no more than once a week at any one County department location and that set times and days of the week for deliveries may be arranged with different agencies and departments.
- Contractor shall inform the County whether or not repairs to mobile or portable radios can be made within ten (10) business days from the date of pick-up.
- Contractor shall have a Letter of Agency filed by AR911 with the local Telecommunications (Telco) providers for initiation and follow-up of identified Telco problems. Any service problems that involve the Telco (AT&T, Pacific Bell, and Volcano Telephone) or Amador County IT problem the Contractor will be responsible to follow through on any telephone circuit repairs that affect operation of or are used by the radio system.
- Contract shall maintain, during the contract period, the following status and certificates. Motorola Premier Service Partner (MSS), Motorola Warranty Repair Center (or access to), State of California Low Voltage Proposers License, permits or certificates required now or in the future.
- Contractor shall maintain its staffing throughout the period of the contract.
- Contractor shall maintain a maintenance log of all work done as specified by the County representatives.

1. **Project Tasks**

Contractor shall work under the general direction of the individual departments and/or his or her designee. The Contractor's responsibilities include without limitation the following necessary tasks:

Emergency Service Request:

- Contractor shall provide means for the County to contact emergency repair technician(s) 365 days a year, 24 hours a day, to include 24 hour telephone number, cellular phone, pager, or other means to assure availability for emergencies. Emergency requests shall be determined by County.
- Contractor shall include contact information for on-call personnel, back-up vendors and sub-contractors demonstrate the Contractor's plan to handle emergencies.

- Contractor shall send a service repair technician to the dispatch center within two (2) hours of receiving emergency service calls 24 hours a day, 365 days a year. Contractor shall provide service within (2) hours for any major failure of primary consoles, main repeaters, voter sites, radio towers and all other fixed equipment unless extenuating circumstances, such as weather conditions, prevent travel.
- Contractor shall provide a plan for responding within 4 hours for an emergency service request for mobile and portable equipment including but not limited to Command Post, vehicles and radios.

Standard Services Requests:

- Contractor shall respond to standard service requests within 48 hours of notification by County. Once the repair is complete the technician will complete the work order, to obtain the signature from the county representative (if available) and leave a copy of the work order on site. The Technician will also make the appropriate entries in the onsite maintenance log and provide information to the contractor so that the County documentation can be updated.
- Standard service requests are to be conducted during normal business hours Monday-Friday, 8:00 a.m. – 5:00 p.m. excluding County identified holidays.
- Contractor shall notify County representatives (s) upon arrival at service site and shall obtain permission prior to performing any intrusive testing or repairs on radio infrastructure or systems.

Maintenance Standards:

- Contractor shall perform FCC preventative maintenance checks on all radio equipment and systems (fixed and mobile) on an annual basis and provide an annual report.
- Contractor shall clean and inspect all equipment including but not limited to, aligning all equipment to manufacturers and the County's Specifications, physical inspections of all equipment wires, antennas, microphones, controls and cables for any damage and wear, fixed station antennas and transmission lines, etc.
- Contractor shall ensure that all equipment is maintained greater than or equal to the maintenance specifications recommended by the manufacturer.
- Contractor shall provide for measurement and maintenance for all systems and equipment including but not limited to:
 - Measurement of transmit power output and adjustment to rated output as necessary;
 - Measurement of the reflected power of the transmitter antenna system and any required correction or recommendation for necessary work.
 - Measurement and any necessary adjustment of frequency and modulation, as often as required by the FCC.
 - Measurement and any necessary adjustment of receiver sensitivity.
 - Maintaining power output of all transmitters within 10% of the Manufacturer's Rated Output Power unless otherwise directed by the County or restricted by the FCC.
 - Maintenance and repairs for fixed station antennas and transmission lines

listed in attachments A & C shall be made as necessary, upon the approval of the County's designated representative (s).

- All parts must be replaced with parts or equipment by the manufacturer of the equipment. No used or substitute parts or equipment will be used unless approved by the County representative.
- Contractor shall have all test equipment necessary to properly maintain, trouble shoot and repair the radio infrastructure as required by manufacturers, to include all communications and programming software and hardware needed to program and configure equipment.
- Contractor shall maintain a reasonable stock of service parts and components in an adequate amount to ensure prompt maintenance and repair of the public radio communication infrastructure and system (s) including mobile and portable radios. The cost of the inventory and storage of spare parts shall be the Contractor's responsibility.
- Contractor must notify Amador Regional 911 County representative before removing any infrastructure equipment from service for routine maintenance or repair.
- Any radio changes to dispatch positions or radio infrastructure requires AR911 management notification and approval.
- Contractor will not have the right to subcontract out work without prior approval from County representative.
- Any equipment sent to a repair service center will require the agencies or departments representatives pre-approval.

Preventative Maintenance Standards:

- Preventative maintenance shall include assurance that equipment is within the limits of the manufacturer specifications, and the "wear" items have been properly serviced, tightened, lubricated, etc., as required by good technical practices and the manufacturer's recommendations.
- Preventable maintenance shall include all labor, tax, transportation, shipping, freight, services, disposal, equipment, materials, and appurtenant facilities to properly maintain the public radio communication infrastructure and system(s) including mobile and portable radios.

Installation Standards:

- At a minimum, Contractor shall provide evidence of and provide written installation standards for the following:
 - Installations meeting Telecommunications Industry Association (TIA) and Electronics Industry Association (EIA) and Motorola R56 2001 standards where applicable.
 - Verification that installers and technicians are Certified Electronics Technician (CET) certified by Electronics Technicians Association (ETA).
 - Evidence installations shall meet manufacturer's installation standards.
 - Evidence industry standards and best practices will be used during all installations and repairs.

- Confirmation all cables shall be clearly labeled at both ends and clearly identifiable labels for all telephone lines, blocks and demarks containing name, use, type of line and circuit ID number. Loosely hung and excessively coiled lines, cable or wiring shall not be permitted. Lines, cables, and wiring shall not be installed as to cause any electrical or mechanical or safety hazards.
 - Confirmation all cables will be run and attached in a clean, neat and professional manner in accordance with standard industry practices.
 - Confirmation all racks and equipment will be properly grounded.
 - System acceptance test plan.
 - Contractor shall provide a due diligent effort to meet with County officials (or other designated representatives) when requested to assist in planning or to provide technical expertise on wireless systems as needed and is included in the monthly pricing unless stipulated otherwise.
 - No modifications of equipment shall be made by Contractor unless approved by the County representative. All modifications to equipment or system must be fully documented.
 - Contractor shall be required to update and record on all drawings and documentation any changes made to the systems.
- All new infrastructure installations shall be fully documented to include but limited to:
 - Floor plan and equipment layout.
 - Equipment inventory including model and serial number.
 - System block diagram.
 - System levels.
 - Equipment location.
 - Tower drawings and antenna placements.
 - Telephone numbers and circuit ID numbers.
 - All installs will be inspected and accepted by an appointed representative of the County.
 - An appointed County representative must sign off on the project before the project is considered complete and accepted.

2. **Project Management**

Contractor shall provide all staff necessary to provide overall planning, coordination, and reporting for the following items. Contractor shall provide information in formats that can be easily read and understood that is acceptable to the County.

- Contractor shall provide written report for the following: at a minimum, annual reports are required for all parts, service and repair work performed during the year and shall be provided to each department. Reports must include agency or department name, work order number, date of service, description of work performed, number of hours, updated information, equipment checked, equipment condition, corrective actions needed, and recommendations.
- Contractor shall provide a maintenance log used for identifying all work performed.

- Contractor shall provide updated documentation for any and all changes or additions made to the County's public radio communications infrastructure and systems, including radio inventory lists for mobile radios.
- Contractor shall provide assurance of parts and supplies inventory sufficient to support County's public radio communications infrastructure and systems to ensure prompt repair. In addition, provide assurance of lines of established credit with vendors and suppliers to assure timely repairs. Inventory requirements should be based on known engineering MTTF (mean time to failure) engineering information and field experience. This inventory requirement includes establishing lines of supply with approved vendors in the event overnight shipping is required.
- Work orders shall be prepared for all service calls. Work orders shall be complete and detailed that include the date and time of the service repair call, the manufacturer brand, model number and serial number of the equipment serviced, the length of repair time in hours and minutes, a detailed description of the service or repair. A copy of the work order(s) shall accompany all monthly billing statements from the Contractor.

3. **Additional Support, Standards, Proficiencies and Required Experience**

Contractor shall provide qualified technicians to properly maintain the County's public radio communication infrastructure and systems and in sufficient numbers to provide quality service in a timely manner. Contractor shall provide a list of technicians employed by the company, their qualifications, any sub-contractors intended to be used, FCC licenses, and C.E.T. certificates or technical school certificates.

Contractor shall work harmoniously and cooperatively with utilities and other contractor's personnel to identify locations of any malfunctions of leased lines, maintenance of equipment and/or sub-systems, which are interconnected, interfaced, or associated with the County's public communication radio infrastructure and systems.

Contractor shall be a Motorola Premier Service Partner and warranty center (MSS).

Contractor shall provide evidence of a valid C-7 or C-10 California Contractor license prior to any commencement of work.

Contractor must perform research and due diligence to repair and procure parts for old equipment in a timely manner.

COMPENSATION AND REIMBURSEMENT OF EXPENSES

Contractor's charges shall include all labor, tax, insurance, transportation, shipping, freight, services, disposal, equipment, materials, and appurtenant facilities to properly maintain the public radio communication infrastructure and system(s) including mobile and portable radios.

The County reserves the right to add, delete, or change equipment on the **Schedule of Equipment (see attachment C)** as required or directed by the County's representatives.

Additions or deletions may be single items or include complete facilities. For additions or changes, the monthly cost of maintenance shall be determined on the same basis as the prices currently in effect for existing items. Such additions, deletions or changes, shall become effective immediately for service but charges shall coincide with the beginning of the next fiscal year.

**Attachment C
Labor Rates Per Hour**

SCHEDULE OF RATES

CONTRACT LABOR RATES FOR THE FOLLOWING SERVICES:

DESCRIPTION	PROPOSAL AMOUNT
Mobile & Portable Field Labor Rate Per/Hour	\$95.00
Mobile & Portable Shop Labor Rate Per/Hour	\$90.00
Mobile & Portable After Hours Labor Rate Per/Hour	\$142.50
Fixed Equipment Labor Rates Per/Hour	\$95.00
Fixed Equipment After Hours Labor Rate Per/Hour	\$142.50
Travel Time Rate Per/Hour	\$95.00
Travel Time After Hours Per/Hour	\$142.50
Mobile Radio Installation in Vehicle (dash mount) Flat Rate	\$ T&M
Mobile Radio Strip out from Vehicle (dash mount) Flat Rate	\$ T&M
Mobile Radio Installation (trunk mount) Flat Rate	\$ T&M
Mobile Radio Strip out from vehicle (trunk mount) Flat Rate	\$ T&M
Mobile Radio Installation in vehicle (center console)	\$ T&M
Mobile Radio Strip out from vehicle (center console) Flat Rate	\$ T&M

Comments:

Installation rate will be T&M or Quote.

Attachment C cont.

Monthly Preventative Maintenance Charges/Schedule of Equipment

SCHEDULE OF EQUIPMENT:

Amador County Sheriff's Office

Qty.	Description	Monthly charge each	Total Monthly charge
63	Mobile Radios Motorola CDM 1550 (with encryption board)	\$9.80	\$617.40
97	Portable Radios Motorola HT 1250 (with encryption board)	\$ T&M	\$ T&M
3	Mobile Radios Motorola MaxTrac	\$ T&M	\$ T&M
2	Mobile Radios Motorola Radius (SAR Vehicles)	\$ T&M	\$ T&M
7	UHF Receivers (Mt. Zion, Mt. Zion Rd., Pine Grove, Ca.)	\$ 41.60	\$ 291.20
1	VHF Receiver (Mt.Zion, Mt. Zion Rd., Pine Grove, Ca.)	\$ 41.60	\$ 41.60
1	Ratheon Voter (Mt. Zion, Mt. Zion Rd., Pine Grove, Ca.)	\$ 72.80	\$ 72.80
1	Repeater/Transmitter (Mt. Zion Rd., Pine Grove, Ca.)	\$ 130.00	\$ 130.00
3	MCC5500 Console Position (700 Court St., Jackson, Ca.)	\$ 442.00	\$1326.00
8	Mobile Radios VHF/UHF w/back up power (700 Court St. Jackson, Ca.)	\$ 25.00	\$ 200.00
7	Repeater/Receivers (voters) Pardee Ridge, River Pines, Mt. Reba @Bear Valley, Plymouth, Ione, Sutter Creek, Kirkwood	\$ 41.60	\$ 291.20
1	Command Post w/3 CDM 1550 (700 Court St. Jackson, Ca.)	\$ T&M	\$ T&M
	TOTAL MONTHLY PREVENTABLE MAINT.		\$2970.20

Amador County Department of Public Works

Qty.	Description	Monthly charge each	Total Monthly charge
31	Mobile Radios Motorola CDM 1550	\$ 9.80	\$ 303.80
10	Mobile Radios Motorola Radius M130	\$ T&M	\$ T&M
7	Portable Radios Motorola HT 750	\$ 8.30	\$ 58.10
2	Remote Radios (810 Court St., Jackson, Ca., Public Works Counter)	\$ 7.50	\$ 15.00
1	VHF or UHF Base Station/Repeater (12200 Airport Rd, Martel, Ca.)	\$ 65.00	\$ 65.00
2	VHF Repeater (Mt. Zion, Corp Yard)	\$ 130.00	\$ 260.00

3	CP200 Portable	\$ 8.30	\$ 24.90
3	PM400 Mobiles	\$ 9.80	\$ 29.40
6	PM400 Base Stations	\$ 26.00	\$ 156.00
	TOTAL MONTHLY PREVENTALBE MAINT.		\$ 912.20

**Year one pricing only, subsequent years at a 4% increase per year.

Items not covered by the contract:

- Antennas
- Combiners
- Duplexers
- Line Kits
- Batteries
- UPS Systems
- Radio Accessories
- Physical Damage

These items will be repaired on a T&M basis after approval by the County.

ATTACHMENT D

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

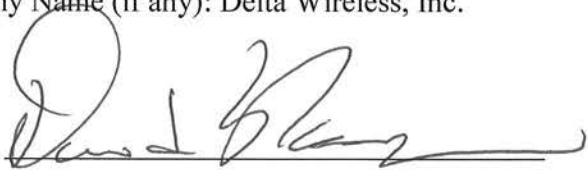
The undersigned, authorized signatory for Delta Wireless, Inc. (the "Contractor"), certifies as follows:

1. Contractor has received 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 "C" 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.

Company Name (if any): Delta Wireless, Inc.

Signed: 

Date: 6-21-16

Name: DAVID HASE

Title: President

AGENDA TRANSMITTAL FORM

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested: _____	

To: Board of Supervisors

Date: 06/15/2016

From: James Foley
(Department Head - please type)

Phone Ext. 625

Agenda + Res.

Department Head Signature -in lieu of Mr. Foley / Connie Vaccarella

Agenda Title: MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) AGREEMENT AMENDMENT *ptw Supervisor*

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The Health and Human Services Director requests the Board of Supervisors approve the continued provision of Medi-Cal Administrative Activities (MAA) to eligible Medi-Cal beneficiaries until June 30, 2018 per the Medi-Cal Administrative Agreement.

This is a continuation of the agreement previously approved on July 1, 2008 and extended in 2013 until June 30, 2016.

Recommendation/Requested Action:
 Approve and sign Board resolution and contract amendment agreement #13-90022 A01

Fiscal Impacts (attach budget transfer form if appropriate)
 none

Staffing Impacts
 none

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 GC

Auditor _____ GSA Director _____

CAO [Signature] Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
 Please return all signed copies to Connie Vaccarella in Public Health for return to State of final signatures Risk

FOR CLERK USE ONLY

Meeting Date 6-28-16 Time 8:30 AM 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

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING THE MEDI-CAL
ADMINSTRATIVE ACTIVITIES (MAA) PROVIDER
PARTICIPATION AGREEMENT, CONTRACT
AMENDMENT NUMBER 13-90022 A01, BETWEEN
THE COUNTY OF AMADOR AND THE CALIFORNIA
DEPARTMENT OF HEALTH CARE SERVICES

RESOLUTION NO. 16-XXX

BE IT RESOLVED, by the Board of Supervisors of the County of Amador, State of California, that it finds, determines, and hereby declares that the contract amendment agreement between the County of Amador for Medi-Cal Administrative Activities (MAA) and the State of California Department of Health Care Services will provide funding for the provision of program services consisting of improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families for Fiscal Years 13/14 through 17/18 is hereby approved and authorizes the Director of Health Care Services to sign all necessary contracts, agreements, and amendments.

THEREFORE, the Board of Supervisors of the County of Amador hereby authorizes the Director of Health Care Services to sign said contract amendment agreement as stated above and any necessary amendments to said Agreement, on behalf of the County of Amador. A copy of this resolution shall be delivered to the Amador County Auditor Controller.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute said agreement on behalf of the County of Amador and does hereby approve Contract Amendment Number 13-90022 A01 by and between the County of Amador and the State of California Health Care Services to provide Medi-Cal Administrative Activities on behalf of DHCS until June 30, 2018 in an amount not to exceed \$100,000.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 28th day of June, 2016 by the following vote:

AYES: John Plasse, Louis D. Boitano, Richard M. Forster, Lynn A. Morgan and
 Brian Oneto

NOES:

ABSENT:

John Plasse, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS,
Clerk of the Board of Supervisors,
Amador County, California

Deputy

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213A_DHCS (Rev. 03/15)

Check here if additional pages are added: 1 Page(s)



Agreement Number 13-90022	Amendment Number A01
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:
- State Agency's Name (Also known as DHCS, CDHS, DHS or the State)
 Department of Health Care Services
- Contractor's Name (Also referred to as Contractor)
 Amador County
2. The term of this Agreement is: July 1, 2013 through June 30, 2018
3. The maximum amount of this Agreement after this amendment is: \$ 100,000 One Hundred Thousand Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Amendment effective date:** June 30, 2016
- II. **Purpose of amendment:** This amendment extends the contract term for two years; continues performance of Scope of Work into years 4 and 5; and increases the total budget to compensate the Contractor for continuing to perform services for two additional years. DHCS is obtaining a continuation of the services identified in the original agreement. Contractor shall perform Medi-Cal Administrative Activities on behalf of DHCS to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals and their families.
- III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
- IV. Paragraph 2 (term) o the face of the original STD 213 is amended to read: July 1, 2013 through ~~June 30 2016~~ **June 30, 2018**. Provision 4 (Amounts Payable) has been increased from ~~\$60,000~~ above to read: **\$100,000** (One Hundred Thousand Dollars).

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Amador County		
By(Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing John Plasse, Chairman of the Amador County Board of Supervisors		
Address 1810 Court Street Jackson, CA 94577		
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		<input type="checkbox"/> Exempt per:
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Don Rodriguez, Chief, Contract Management Unit		
Address 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		

following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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V. Provision 4 (Amounts Payable) of Exhibit B-Budget Detail and Payment Provisions is amended to read as follows:

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

- 1) \$ 20,000 for the budget period of 07/01/13 through 06/30/14,
- 2) \$ 20,000 for the budget period of 07/01/14 through 06/30/15,
- 3) \$ 20,000 for the budget period of 07/01/15 through 06/30/16.
- 4) \$ 20,000 for the budget period of 07/01/16 through 06/30/17.**
- 3) \$ 20,000 for the budget period of 07/01/17 through 06/30/18.**

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

VI. All other terms and conditions shall remain the same.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Amador County Public Health		<i>Federal ID Number</i> 94-6000505
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> John Plasse, Chairman of the Amador County Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i> Amador	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the

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:	
06/28/16	

To: **Board of Supervisors**

Date: June 20, 2016

From: James Foley, Director Phone Ext. 625
(Department Head - please type)

Department Head Signature *[Signature]*

Agenda Title: Agreement with Mountain Valley Emergency Medical Services Agency

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

This agreement designates Mountain Valley Emergency Medical Services Agency as the local EMS Agency for Amador County for fiscal year 2016-2017 pursuant to Health and Safety Code Section 1797.94 and 1797.200.

Recommendation/Requested Action:

Approve and sign agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Budgeted

Is a 4/5ths vote required?

Yes No

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Staffing Impacts _____

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

Comments: _____

Request Reviewed by:

Chairman _____ Counsel *[Signature]*

Auditor *[Signature]* GSA Director _____

CAO *[Signature]* Risk Management *Outdated ins language*

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

2 copies to Marcia @ Social Services. Electronic copy to Risk.

FOR CLERK USE ONLY

Meeting Date 6-28-16 Time 8:30 AM Item # HE

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

FORMAL AGREEMENT BETWEEN
MOUNTAIN-VALLEY
EMERGENCY MEDICAL SERVICES AGENCY
AND
AMADOR COUNTY ON
FUNCTIONS TO BE PERFORMED FOR COUNTY BY EMS AGENCY STAFF

THIS AGREEMENT is entered into by and between Amador County, hereinafter referred to as "County," and the Mountain-Valley Emergency Medical Services Agency, hereinafter referred to as "Agency."

WHEREAS, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (California Health and Safety Code Section 1797, et seq.) hereinafter referred to as the Act, authorizes counties to designate their local Emergency Medical Services ("EMS") Agency, and

WHEREAS, the Agency is qualified to be a "local EMS Agency" pursuant to Health and Safety Code Section 1797.94, and 1797.200, and

WHEREAS, the Agency plans and implements an Emergency Medical Services system on a multi-county basis as opposed to a county-to-county basis, and

WHEREAS, County agrees that planning, implementing, and operating an Emergency Medical Services system on a multi-county basis is in the best interest of emergency medical services for County, and

WHEREAS, County passed a resolution delegating to the Agency select Sections of Division 2.5 of the Health and Safety Code on the 4th day of March 1985, and

WHEREAS, the Agency agrees to accept the authority and responsibility as the local EMS agency for Amador County and to assign staff persons to carry out these responsibilities, and

WHEREAS, the County is willing to provide direct in-kind matching resources for said assigned staff, and

WHEREAS, the County is willing to provide support services associated with the position.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The Agency shall accept authority and responsibility as the local EMS agency for the County of Amador, develop critical care plans and facilities assessment criteria, and carry out the duties and responsibilities associated with the Health and Safety Code, Division 2.5, Chapters 4 through 7, Sections:
1797.202, 1797.204, 1797.206, 1797.208, 1797.210, 1797.212, 1797.213, 1797.214, 1797.218, 1797.220, 1797.221, 1797.222, 1797.224, 1797.250, 1797.252, 1797.254, 1797.256, 1797.257, 1797.258, 1798, 1798.2, 1798.3, 1798.100, 1798.101, 1798.105, 1798.162, 1798.163, 1798.164, 1798.165, 1798.166, 1798.170, 1798.172, 1798.200, 1798.202, 1798.204 and 1798.205.
2. The Agency shall perform all obligations under Chapter 8 of the EMS Authority regulations with respect to EMS aircraft operation in the County.

3. The County Health Officer delegates to the Agency the responsibility of Medical/Health Operational Area Coordinator (MHOAC). The Agency will ensure that all operational procedures associated with medical/health mutual-aid coordination, as outlined in the California State "Emergency Medical Services Authority Disaster Medical Response Plan," and the "OES Region IV Multi-Casualty Incident Plan," are carried out. The MHOAC shall coordinate all mutual-aid disaster operations that affect the County with the County Office of Emergency Services.
4. The County shall approve all standard operating procedures under which medical/health mutual-aid coordination shall function. In the event of a disaster, the County maintains the authority to approve the use of any County medical/health resources, all expenditures of County funds, and all mutual-aid requests for medical resources prior to their mobilization.
5. The Agency shall assign a .3 FTE to be available at the County agreed-upon site (or attend meetings on behalf of County). County shall be notified prior to the final selection of a staff person.
6. The Agency shall not place any such person who has a conflict of interest with County. Should a conflict of interest develop during the period of this contract, the Agency expressly agrees to remove such person from all duties involving County immediately upon written notice from County that such conflict of interest exists, as determined in good faith by County.
7. The overall goal of the Agency in relation to its responsibilities under the Act will be to promote the most effective program possible, with the resources available, which is compliant with the Act.
8. County shall contribute to the cost of the services of an agency staff person(s) to assist in providing the services agreed to in this document in the amount of sixteen thousand five hundred ninety-one dollars (\$16,591). This amount shall be paid quarterly at the rate of four thousand one hundred forty-seven dollars and seventy-five cents (\$4,147.75) per quarter. The County shall contribute office space and support services for the Agency staff person(s).
9. The term of this Agreement shall be from July 1, 2016 through June 30, 2017.
10. If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than June 1, 2017 in order to opt out for the next one year cycle.
11. The agreement may be amended at any time by the mutual written, executed agreement of the parties hereto.
12. The Agency agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of the Agency, its officers, agents or employees in the performance of this agreement.

County agrees to indemnify, defend and hold harmless the Agency, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable

attorney's fees) for personal injury, death or property damage arising out of any act or omission of County, its officers, agents or employees in the performance of this agreement.

13. INSURANCE

13.1 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:

13.1.1 **Commercial Liability - Commercial Liability Insurance of not less than One Million Dollars (\$1,000,000) limit per occurrence and Two Million Dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including volunteer excess medical coverage. Policy shall also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. Commercial General Liability shall be on an Occurrence Form.**

13.1.2 **Commercial Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit each person for bodily injury and property damage in the event that motor vehicles are used in the course of this Agreement. Coverage must include owned, non-owned and hired vehicles.**

13.1.3 **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 One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. 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.**

13.2 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 or Risk@amadorgov.org as evidence that the insurance required above is being maintained. Certificates and endorsements shall refer to the project or Work. Certificate of Insurance shall list the Certificate Holder as County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642. 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 and policy endorsements must be received and approved by Risk Management prior to beginning the Work.

13.3 Certificates of insurance must include the following provisions:

13.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County (10 days prior written notice for nonpayment of premiums); and

13.3.2 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.

13.4 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.

13.5 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.

13.6 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 prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable 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.

13.7 **WORKERS' COMPENSATION 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 shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. 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. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

14. Unless the context otherwise requires, the definitions contained in the Act govern the provisions of this contract.
15. Both the County and Agency shall abide by all federal and state non-discrimination laws regarding governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below.

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code,

Section 12900, et seq.) and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 7285.0, et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

- 16. Only the 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 the Agency's or County's duties set forth herein. The Agency 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 contract. Any change not authorized in advance in writing by the Board of Supervisors shall be null and void.
- 17. HIPAA Compliance: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 [45 C.F.R. Parts 160, 162, and 164] and its implementing regulations ("HIPAA"). The County is a "hybrid entity" under HIPAA.

Each party hereby represents that it is and shall remain in compliance with the rules and regulations of HIPAA. While Business Associate Agreement is not required at this time, should such an agreement become necessary, Agency agrees to execute such an agreement upon request by County.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signatures:

COUNTY OF AMADOR

Approved as to Form:

By _____ By _____
John Plasse, Chairman Board of Supervisors Gregory Gillott, County Counsel

Date: _____ Date: _____

MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

By Louis D. Bortner _____ Date: 6-1-16
Title: Chairman, Board of Directors

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS, AMADOR COUNTY

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:	
06/28/16	

To: **Board of Supervisors**

Date: June 14, 2016

From: James Foley, Director Phone Ext. 625
(Department Head - please type)

Department Head Signature *James Foley*

Agenda Title: Agreement with The Resource Connection for child care subsidy and referral services

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 This is the Fourth Amendment with The Resource Connection for increase in budget only for the fiscal year 2015-2016 for child care subsidy and resource and referral services for CalWORKS recipients.

Recommendation/Requested Action:

Approve and sign agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Budgeted

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 GO

Auditor FOR GSA Director _____

CAO al Risk Management [Signature]

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

2 originals to Marcia @ Social Services, electronic copy to Risk.

FOR CLERK USE ONLY

Meeting Date 6-28-16 Time 8:30 am Item # 4P

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 _____

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 _____
 For meeting _____
 of _____

ATTEST: _____

Clerk or Deputy Board Clerk

FOURTH AMENDMENT TO SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO SERVICES AGREEMENT (this "Fourth Amendment") is made as of _____, 2016, by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and THE RESOURCE CONNECTION OF AMADOR AND CALAVERAS COUNTIES, INCORPORATED, a California Non-Profit Corporation (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of November 1, 2012, whereby Contractor agreed to provide certain child care subsidy and resource and referral services for CalWORKs recipients, upon the terms and conditions set forth in the Original Agreement. The Original Agreement was amended by that certain First Amendment to Services Agreement dated as of June 25, 2013, that certain Second Amendment to Services Agreement dated as of June 24, 2014, and that certain Third Amendment to Services Agreement dated as of June 9, 2015. The Original Agreement as so amended, is referred to as the "Agreement."

B. County and Contractor desire to further modify the Agreement as set forth in this Fourth Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of section 4. entitled "TERM; TERMINATION OF AGREEMENT" shall be modified to read as follows:

"This Agreement shall commence on November 1, 2012 and shall terminate on June 30, 2016".

2. Attachment B-1 to the Original Agreement is hereby deleted and the document attached to this Fourth Amendment as Attachment B-1 shall be substituted in its place.

3. The second sentence of section 5.1 shall be modified to read as follows:

"In no event shall total compensation to Contractor under this Fourth Amendment exceed the sum of \$205,380".

4. Except as set forth in this Fourth Amendment, the Agreement shall remain unmodified and in full force and effect.

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


COUNTY OF AMADOR

BY: _____
John Plasse, Chairman
Board of Supervisors

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

BY: _____
Gregory Gillott, County Counsel

CONTRACTOR:
THE RESOURCE CONNECTION, a
California Non-Profit Corporation

BY: 
Title: Chief Admin Director

Federal I.D. No.: 94-2705790

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

Attachment B-1

Amador County Department of Social Services CalWORKs Stage I Child Care Budget Form Compensation and Reporting Requirements

July 1, 2015 – June 30, 2016
The Resource Connection

EXPENSE CATEGORY	NARRATIVE <small>(where necessary for purposes of clarification)</small>	Percentage	BUDGET TOTALS
I Administrative Services			
Salaries			2,000
Benefits			400
Other (operating expenses)			3300
	TOTAL ADMINISTRATIVE COST <small>(not to exceed 8% of the contract amount)</small>		5,700
II. DIRECT SERVICES/PROGRAM COSTS			
Salaries			15,000
Benefits			3,100
Space/Rent			4,555
Utilities			350
Office Supplies			2,100
Postage			450
Copies			100
Phone			600
Insurance			200
Training/Travel			225
Total Administrative and Direct Service/Program Cost			26,680
III. Direct Child Care Payments			
Stage I Child Care Cost			173,000
Total Administrative, Direct Services/Program Costs & Provider Payments			205,380

AGENDA TRANSMITTAL FORM

Appts/Resig

<input checked="" type="radio"/> Regular Agenda
<input type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: 06/28/2016

To: Board of Supervisors

Date: 06/22/2016

From: John Plasse
(Department Head - please type)

Phone Ext. _____

Department Head Signature _____

Agenda Title: Amador County Behavioral Health Advisory Board

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

Approval to appoint Aaron May to the subject Board for a term of three years ending on June 27, 2019.

Recommendation/Requested Action:

Approve appointment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

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 Be

Auditor JOR

GSA Director _____

CAO al

Risk Management AMT

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

Behavioral Health Advisory Board, Aaron May

FOR CLERK USE ONLY

Meeting Date 6-28-16

Time 8:30 AM

Item # 6a

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 _____

Completed by _____

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

Print Form

AMADOR COUNTY BOARD OF SUPERVISORS
 COUNTY ADMINISTRATION CENTER *810 COURT STREET * JACKSON, CA * 95642
 (209) 223-6470

COMMITTEE MEMBER APPLICATION FORM

Date 5/3/16

Please consider me for the following committee:
Amador County Behavioral Health Advisory Board

NAME: Aaron May

Mailing Address: PO Box 1871 Jackson, CA 95642

Physical Address: 13711 Running Gold Rd Sutter Creek CA

Business Address: 170 MAIN ST JACKSON, CA 95642 95685

Telephone - Home: 209-304-6030 Work: 209-257-3145

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

I have a family member who is in need of services/uses services so I have first hand experience assisting him navigate through the system. Since this is an advisory Board position I feel I can help conveying my experiences for improvements that may be possible through first hand feedback

Signature Aaron May

*Please be aware this completed form may be released to any member of the public or media upon request.

-FOR CLERKS USE ONLY-

Application Accepted _____	Application Rejected _____
Date Appointed _____	Committee Number _____
Term Expires _____	Supervisorial District _____

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: June 20, 2016

appts/casys

<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>06/28/2016</u>	

From: James Foley, Director of HHS

Phone Ext. 412

(Department Head - please type)

Department Head Signature [Signature]

Agenda Title: Appointment of Melissa Cranfill, LCSW, as Behavioral Health Department Director

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors appointment, Melissa Cranfill, LCSW, as Behavioral Health Department Director.

The title of Behavioral Health Director includes the responsibility of Mental Health Director.

This appointment was approved by the Behavioral Health Advisory Board on 06/15/16.

Recommendation/Requested Action:

Approval of Appointment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

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

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel GO

Auditor JOR

GSA Director _____

CAO al

Risk Management [Signature]

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

Please return copy of approved ATF to Angie Grau in Behavioral Health

; Auditor

FOR CLERK USE ONLY

Meeting Date

6-28-16

Time

8:30

Item #

6B

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 _____

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 _____

Clerk or Deputy Board Clerk

of _____

Save

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 06/17/2016

From: Judy Dias, Human Resources Director
(Department Head - please type)

misc.

<input type="radio"/> Regular Agenda <input checked="" type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>06/28/2016</u>
--

Department Head Signature Judy Dias

Agenda Title: Revise General Unit Wage plan to reflect a specification title change and revise job description

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Revise the title of Mental Health Rehab Spec. on the General unit wage plan to Behavioral Health Care Rehabilitation Specialist; current job description attached.

Recommendation/Requested Action:
Approval

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts _____

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 GB
 Auditor JOR GSA Director _____
 CAO ak Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Human Resources, Auditor, Behavioral Health - Melissa Cranfill

FOR CLERK USE ONLY

Meeting Date 6-28-16 Time 8:30 am Item # 7a

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

BEHAVIORAL HEALTH CARE REHABILITATION SPECIALIST

DEFINITION

Under supervision, works with adults and children, referred by the primary treatment professional (clinician, RN, or MD) to provide supportive services in the home, clinic, and community in support of clients' maximal functioning; and performs other duties as required.

DISTINGUISHING CHARACTERISTICS

This is a pre-registered therapist intern or enrolled college trainee level position. Knowledge of family systems, mental illnesses, and previous experience with seriously emotionally disturbed children or adults with mental illness is required. This position requires an ability to communicate clearly, to listen well to others, and to work well with many different personalities.

REPORTS TO

Behavioral Health Care (BHC) Director and/or BHC Program Manager

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

Performs intake assessments and evaluation of problems; develops and implements written service plans with goals and objectives for clients with clinical and /or substance abuse issues; provides crisis intervention, initiating involuntary holds and arranging appropriate treatment placement; performs triage of persons seeking behavioral health care services; prepares case histories and maintains confidential patient records; makes referrals to appropriate professionals or outside agencies; participates in the assessment of client needs and consults with others in developing therapeutic goals and objectives; integrates client counseling services with other mental health services, treatment, and provider agencies; participates in behavioral health education programs, conferences and community programs and attends training conferences relevant to current behavioral health problems; assists with medication monitoring as permitted by scope of practice; performs case management duties which may include locating and arranging appropriate

placements in board and care homes, group homes, or other treatment facilities, and visiting clients in these facilities to assure that appropriate level of care is provided; helps clients manage money, paying bills, and banking; transports clients to various appointments and helps with associated paperwork; provides referrals and linkage to adjunctive community services and resources; helps clients secure housing and food; consults with clinical staff regarding shared clients; works with adult day treatment program; works with Children's System of Care parent advocates; provides case-management services to children in SED/Community School classrooms; and facilitates basic skills groups for adults and children; and performs other duties as required.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office as well as in the field; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, procedures, techniques, and trends for the counseling, therapy, and guidance of persons in mental health programs.
- Therapeutic treatment methods and procedures in the mental health field.
- State, Federal, and local laws, regulations, and requirements for the provision of mental health services and programs.
- Community organizations.
- The scope and activities of public and private agencies in the mental health field.
- Crisis counseling principles, methods and techniques.

Ability to:

- Communicate clearly and listen well to others
- Perform counseling and conduct individual and group therapy sessions.

**APPENDIX B
PROFESSIONAL EMPLOYEES
HOURLY CLASSIFICATION AND WAGE PLAN
2% Increase
Effective 10/1/2015**

Range	Classification	Step A	Step B	Step C	Step D	Step E	10 yr	15 yr	20 yr	FLSA
2402	Behavioral Health Care Nurse I	28.04	29.44	30.91	32.46	34.08	34.93	35.81	36.70	**
2688	Behavioral Health Care Nurse II	30.84	32.38	34.00	35.70	37.49	38.42	39.38	40.37	**
3002	Behavioral Health Care Nurse III	33.92	35.62	37.40	39.27	41.23	42.26	43.32	44.40	**
3262	BHC Prog Mgr (Community Services)	36.48	38.30	40.22	42.23	44.34	45.45	46.59	47.75	E
3357	BHC Prog Mgr (Clinical Services)	37.40	39.27	41.23	43.30	45.46	46.60	47.76	48.96	E
2402	Behavioral Health Care Clinician I	28.04	29.44	30.91	32.46	34.08	34.93	35.81	36.70	**
2688	Behavioral Health Care Clinician II	30.84	32.38	34.00	35.70	37.49	38.42	39.38	40.37	**
3004	Behavioral Health Care Clinician III	33.94	35.64	37.42	39.29	41.25	42.29	43.34	44.43	**
2402	Crisis Services Coordinator	28.04	29.44	30.91	32.46	34.08	34.93	35.81	36.70	C
2264	Crisis Services Counselor	26.69	28.02	29.43	30.90	32.44	33.25	34.08	34.94	C
2489	Health Educator	28.89	30.33	31.85	33.44	35.12	35.99	36.89	37.82	E
2092	Behavioral Health Rehabilitation Specialist	25.00	26.25	27.56	28.94	30.39	31.15	31.93	32.72	E
2489	MHSA Programs Coordinator	28.90	30.35	31.86	33.46	35.13	36.01	36.91	37.83	**
3159	Nurse Practitioner	35.46	37.23	39.09	41.05	43.10	44.18	45.28	46.42	E
2402	Public Health Nurse I	28.04	29.44	30.91	32.46	34.08	34.93	35.81	36.70	E
2688	Public Health Nurse II	30.84	32.38	34.00	35.70	37.49	38.42	39.38	40.37	E
3159	Public Health Nurse Supv	35.46	37.23	39.09	41.05	43.10	44.18	45.28	46.42	E
2402	Registered Nurse (Health)	28.04	29.44	30.91	32.46	34.08	34.93	35.81	36.70	E
2688	Utilization & Quality Management Coordinator	30.84	32.38	34.00	35.70	37.49	38.42	39.38	40.37	**

Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

** = Exempt employees not covered by FLSA, but shall receive overtime and or compensatory time off (CTO) pursuant to Section 23.17 and 23.18

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/21/2016

From: Judy Dias, Human Resources Director
(Department Head - please type)

Phone Ext. 473

- Regular Agenda
 - Consent Agenda
 - Blue Slip
 - Closed Session
- Meeting Date Requested: 06/28/2016

misc.

Department Head Signature Judy Dias

Agenda Title: Side Letter Re: Voluntary Furlough Schedule with SEIU 1021

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Side Letter of Agreement for Vountary Furlough Schedule fiscal year 2016-17.

Recommendation/Requested Action:
Approve, sign and execute said agreement on behalf of Amador County

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

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? Name _____ N/A

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel GB

Auditor JOR GSA Director _____

CAO ac Risk Management [Signature]

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

Human Resources, Auditor ✓

FOR CLERK USE ONLY

Meeting Date 6-28-16 Time 8:30 Am. Item # 7b

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

Side Letter of Agreement

AMADOR COUNTY

and

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 1021

Voluntary Furlough Schedule—Fiscal Year 2016-17

The parties agree that the Voluntary Reduced Schedule (Furlough) program for all General Representation Unit employees, except those employed in the Social Services (HHS) and Behavioral Health Departments, will again continue for FY 2016-17, as operationally described in the original Side Letter signed on June 13, 2014 (attached).

This side letter of agreement expires September 29, 2017.

COUNTY OF AMADOR

By: _____

John Plasse

Chairman, Board of Supervisors

Date:

By: *Clare*

Chuck Iley, County Administrative Officer

Date: *6/22/16*

SEIU LOCAL 1021

By: *Robert Taylor*

Date: *JUNE 21, 2016*

By: *Dennis Mall*

Date: *June 21, 2016*