

# 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: <u>07/11/2017</u>	

To: Board of Supervisors  
 Date: 06/28/17

From: James Rooney Phone Ext. 454  
 (Department Head - please type)

Department Head Signature *James Rooney*

Agenda Title: SECURED ROLL CORRECTIONS

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Request for approval of roll corrections which exceed 50% of the original value or a decrease of \$150,000 or more for disaster Relief Fire Damage.

Apn #001-190-012-000; 012-070-046-100; 012-290-003-000; 015-132-005-000; 036-320-007-000; 036-320-008-000 & 038-590-002-000.

Recommendation/Requested Action:  
APPROVE

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 *Hop*  
 CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

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

### FOR CLERK USE ONLY

Meeting Date 7-11-17 Time \_\_\_\_\_ 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 _____ 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

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 001-190-012-000 Tax Year 2016 R/C # A0845 Roll Type S Fee Parcel 001-190-012-000 Originating Asmt 001-190-012-000 From TRA 052-035 New TRA 052-035

R&T 1 170 R&T 2 Taxroll Asmt Only  Value History  Taxability Code 000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	294,369	294,369		
Structure	258,307	99,815		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE	Net Change	-158,492	Supl Change	

Owner DSTL 2000 FAMILY TRUST  
LEONG PENG & LEONG-CHEONG KOOL-HONG  
Mailing Address PO BOX 99288  
EMERYVILLE CA 94608-9288

Situs 16990 LAMBERT RD  
IONE CA  
Bill Comments DISASTER RELIEF FOR FIRE DAMAGE 1/22/17  
FOR DAMAGE 181 DAYS FOLLOWING FIRE

Supl Info  
Event From/Thru Dates  
Ownership From/Thru Dates  
506/5151 From/Thru Dates  
From 1 From 2 Thru

TaxBill Days 181  
R/C Date May 19, 2017  
Created By TM  
Print R/C Wks C  
Print R/C Letter C  
R/C Completed C

Appraiser \_\_\_\_\_  
Supv Appr \_\_\_\_\_  
Chief Appr \_\_\_\_\_  
Asmt Clerk \_\_\_\_\_  
Off Mgr \_\_\_\_\_

Assessor Signature *[Signature]* Date 6/2/17 Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Counsel Signature *[Signature]* Date 6/30/17

*[Signature]*  
thrlbourne

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 012-070-046-100 Tax Year 2016 R/C # A0838 Roll Type S Fee Parcel 012-070-046-000 Originating Asmt 012-070-046-000 From TRA 052-046 New TRA 052-046

R&T 1 170 R&T 2 [ ] Taxroll Asmt Only  Value History  Taxability Code [ ]

	Roll Value	New Value	Sup From Net	Sup To Net
Land	177,600	177,600		
Structure	588,300	300,000		
Growing				
PP MH				
Fixtures R/P				
Fixtures	25,350	25,350		
Personal Property	20,320	20,320		
HOX				
Other Exemptions				
CODE [ ]	Net Change	-288,300	Supl Change	

Owner AGM PARTNERSHIP  
Mailing Address DBA BUENA VISTA STORE & SALOON  
1222 MONACO CT STE 1  
STOCKTON CA 95207

Situs 5864 BUENA VISTA RD  
IONE CA

Bill Comments DISASTER RELIEF FOR FIRE DAMAGE 10/14/16  
FOR 273 DAYS FOLLOWING FIRE

Supl Info

Event From/Thru Dates: [ ] [ ]

Ownership From/Thru Dates: [ ] [ ]

506/5151 From/Thru Dates: From 1 [ ] From 2 [ ] Thru [ ]

10% PP Penalty N  
Restricted N  
Timber Preserve N  
5151 Interest N  
506 Interest N

TaxBill Days 273  
R/C Date May 19, 2017  
Created By TMI

Print R/C Wks C  
Print R/C Letter C  
R/C Completed C

Appraiser: Initials [ ] Date [ ]

Supv Appr: Initials [ ] Date [ ]

Chief Appr: Initials [ ] Date [ ]

Asmt Clerk: Initials [ ] Date [ ]

Off Mgr: Initials [ ] Date [ ]

Assessor Signature *[Signature]* Date 6/2/17 Auditor Signature [ ] Date [ ]

County Counsel Signature *[Signature]* Date 6/30/17

Comments TO AUDITOR THIS IS 2 OF 2 CALAMITY ROLL CORRECTION

tmilbourne

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt  Tax Year  R/C #  Roll Type  Fee Parcel  Originating Asmt  From TRA  New TRA

R&T 1  R&T 2   Taxroll Asmt Only  Value History Taxability Code

	Roll Value	New Value	Sup From Net	Sup To Net
Land	67,080	67,080		
Structure	102,792	19,333		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000		
Other Exemptions				
CODE <input type="checkbox"/>	Net Change	-83,459	Supl Change	

Owner RANKIN TRACE K & KIMBERLY C  
Mailing Address 6220 STONY CREEK RD  
JACKSON CA 95642

Situs 6220 STONY CREEK RD  
JACKSON CA

Bill Comments DISASTER RELIEF FOR FIRE DAMAGE 7/2/16

Supl Info

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates  From 1  From 2  Thru

10% PP Penalty  Restricted  Timber Preserve  5151 Interest  506 Interest

TaxBill Days  R/C Date  Created By

Print R/C Wks  Print R/C Letter  R/C Completed

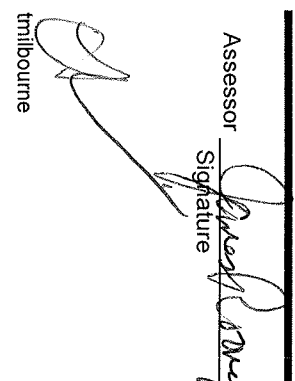
Appraiser  Initials  Date


Supv Appr  Initials  Date

Chief Appr  Initials  Date

Asmt Clerk  Initials

Off Mgr  Initials

Assessor  Signature  Date  Auditor  Signature  Date

County Counsel  Signature  Date

tmlbourne

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 015-132-005-000 Tax Year 2016 R/C # A0841 Roll Type S Fee Parcel 015-132-005-000 Originating Asmt 015-132-005-000 From TRA 052-086 New TRA 052-086

R&T 1 170 R&T 2 Taxroll Asmt Only Y Value History N Taxability Code 000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	49,524	49,524		
Structure	276,340	17,000		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000		
Other Exemptions				
CODE	Net Change	-259,340	Supl Change	

Owner MINOR LARRY J  
Mailing Address 110 DAVID DR  
SUTTER CREEK CA 95685

Situs 16735 SONSHINE LN  
SUTTER CREEK CA

Bill Comments DISASTER RELIEF FOR FIRE DAMAGE 10/15/16  
FOR 273 DAYS FOLLOWING FIRE

Supl Info

Event From/Thru Dates: [ ] [ ]

Ownership From/Thru Dates: Oct 1, 16 Jun 30, 17

506/5151 From/Thru Dates: From 1 [ ] From 2 [ ] Thru [ ]

TaxBill Days 273  
R/C Date May 19, 2017  
Created By TMM

Print R/C Wks C  
Print R/C Letter C  
R/C Completed C

Appraiser: Initials [ ] Date [ ]  
Supv Appr: Initials [ ] Date [ ]  
Chief Appr: Initials [ ] Date [ ]

Asmt Clerk: Initials [ ] Date [ ]  
Off Mgr: Initials [ ] Date [ ]

Assessor Signature *[Signature]* Date 6/2/17 Auditor Signature [ ] Date [ ]  
County Counsel Signature *[Signature]* Date 6/2/17

tmilbourne

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 038-590-002-000 Tax Year 2016 R/C # A0843 Roll Type S Fee Parcel 038-590-002-000 Originating Asmt 038-590-002-000 From TRA 052-049 New TRA 052-049

R&T 1 170 R&T 2 Taxroll Asmt Only N Value History Y Taxability Code 000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	95,212	95,212		
Structure	206,719	12,100		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000		
Other Exemptions				
CODE				
	Net Change	-194,619	Supl Change	

Owner GLAZE LEWIS LIONELL & KAREN L  
Mailing Address PO BOX 1353  
JACKSON CA 95642

Situs 18480 WEST CLINTON RD  
JACKSON CA

Bill Comments DISASTER RELIEF FOR FIRE DAMAGE 03/31/2017  
FOR FIRE DAMAGE 122 DAYS FOLLOWING FIRE

Supl Info

Event From/Thru Dates: 10% PP Penalty (N), Restricted (N), Timber Preserve (N), 5151 Interest (N), 506 Interest (N)

Ownership From/Thru Dates: 506/5151 From/Thru Dates

From 1 [ ] From 2 [ ] Thru [ ]

TaxBill Days 122, R/C Date May 19, 2017, Created By TM

Print R/C Wks [ ] C, Print R/C Letter [ ] C, R/C Completed [ ] C

Appraiser: Initials [ ], Date [ ]

Supv Appr: Initials [ ], Date [ ]

Chief Appr: Initials [ ], Date [ ]

Asmt Clerk: Initials [ ], Date [ ]

Off Mgr: Initials [ ], Date [ ]

Assessor Signature *[Signature]* Date 6/2/17 Auditor Signature *[Signature]* Date 6/30/17

County Counsel Signature *[Signature]* Date 6/30/17

thhboume

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt  Tax Year  R/C #  Roll Type  Fee Parcel  Originating Asmt  From TRA  New TRA

036-320-007-000  2016  A0848  S  036-320-007-000  036-320-007-000  052-049  052-049

R&T 1  170  R&T 2   N  Taxroll Asmt Only  Y  Value History  Taxability Code  000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	90,072	29,260		
Structure	390,335	390,335		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE <input type="checkbox"/>	Net Change	-60,812	Supl Change	

Owner FALCONE FAMILY REVOCABLE TRUST  
Mailing Address FALCONE SALVATORE J & BARBARA A TRUSTEES  
1230 LINCOLN AVE  
SAN JOSE CA 95125

Situs 10175 PONDEROSA WAY  
PINE GROVE CA

Bill Comments Disaster Relief Value Adjustment

Supl Info

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates  From 1  From 2  Thru

10% PP Penalty  N

Restricted  N

Timber Preserve  N

5151 Interest  N

506 Interest  N

TaxBill Days

R/C Date  Jun 2, 2017

Created By  tm

Print R/C Wks  C

Print R/C Letter  C

R/C Completed  C

Appraiser  Initials  Date

Supv Appr  Initials  Date

Chief Appr  Initials  Date

Asmt Clerk  Initials  Date

Off Mgr  Initials  Date

Assessor  Signature  Date  Auditor  Signature  Date

County Counsel  Signature  Date

tmllbourne

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt  Tax Year  R/C #  Roll Type  Fee Parcel  Originating Asmt  From TRA  New TRA

036-320-008-000  2016  A0847  S  036-320-008-000  036-320-008-000  052-049  052-049

R&T 1  170  R&T 2    N  Taxroll Asmt Only  Y  Value History  Taxability Code  000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	81,777	26,582		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE <input type="checkbox"/>	Net Change	-55,195	Supl Change	

Owner FALCONE FAMILY REVOCABLE TRUST  
Mailing Address FALCONE SALVATORE J & BARBARA A TRUSTEES  
1230 LINCOLN AVE  
SAN JOSE CA 95125

Situs

Bill

Comments Disaster Relief Value Adjustment

Supl Info

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates  From 1  From 2  Thru

10% PP Penalty  N

Restricted  N

Timber Preserve  N

5151 Interest  N

506 Interest  N

TaxBill Days

R/C Date

Created By

Print R/C Wks  C

Print R/C Letter  C

R/C Completed  C

Appraiser  Initials  Date

Supv Appr  Initials  Date

Chief Appr  Initials  Date

Asmt Clerk  Initials  Date

Off Mgr  Initials  Date

Assessor  Signature  Date  Auditor  Signature

County Counsel  Signature  Date

6/30/17

tmilbourne



Resol

# 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:	
7/11/2017	

To: **Board of Supervisors**

Date: June 26, 2017

Resol

From: Todd D. Riebe, District Attorney Phone Ext. 453

(Department Head - please type)

Department Head Signature [Signature]

Agenda Title: Request for Approval - Resolution for the Automobile Insurance Fraud Grant Application for fiscal year 2017-2018

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Request for approval of the Resolution for the Automobile Insurance Fraud Grant Application for fiscal year 2017-2018.

Recommendation/Requested Action:  
Approve Resolution for the Automobile Insurance Fraud Grant Application for the District Attorney's Office

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

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

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

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel [Signature]  
 Auditor JOR GSA Director [Signature]  
 CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
 Please return (2) certified copies to Julie Tonn at the District Attorney's Office

### FOR CLERK USE ONLY

Meeting Date 7-11-17 Time \_\_\_\_\_ Item # 3A

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 APPLICATION	)	RESOLUTION NO. 17-
RELATIVE TO THE AUTOMOBILE INSURANCE	)	
FRAUD PROGRAM FOR THE 2017-2018	)	
FISCAL YEAR	)	

WHEREAS the Amador County Board of Supervisors desires to undertake a certain project designated as the Amador County Automobile Insurance Fraud Program to be funded by funds made available through the Automobile-California Insurance Code Section 1872.8, California Code of Regulations, Title 10, Section 2698.60 and administered by the California Department of Insurance, State of California.

BE IT RESOLVED that the Amador County Board of Supervisors has authorized the District Attorney of Amador County to submit the attached grant application to the California Department of Insurance, State of California; and

BE IT FURTHER RESOLVED that the Chairman of said Board and the District Attorney are hereby authorized to sign and execute said application on behalf of the County of Amador; and

BE IT FURTHER RESOLVED the Chairman of said Board and the District Attorney be and hereby are authorized to sign and execute any and all amendment and extensions to said application; and

BE IT FURTHER RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

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 July 11, 2017, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Chairman, Board of Supervisors

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

\_\_\_\_\_  
Deputy

# AGENDA TRANSMITTAL FORM

*Resol*

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
7/11/2017	

To: **Board of Supervisors**

Date: June 26, 2017

*Resol.*

From: Todd D. Riebe, District Attorney  
(Department Head - please type)

Phone Ext. 453

Department Head Signature *[Signature]*

Agenda Title: Request for Approval - Resolution for the Workers' Compensation Insurance Fraud Grant Application for fiscal year 2017-2018

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Request for approval of the Resolution for the Workers' Compensation Insurance Fraud Grant Application for fiscal year 2017-2018.

Recommendation/Requested Action:  
Approve Resolution for the Workers' Compensation Insurance Fraud Grant Application for the District Attorney's Office

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

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

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

Request Reviewed by:

Chairman \_\_\_\_\_      Counsel *Ge* \_\_\_\_\_  
Auditor *JOR* \_\_\_\_\_      GSA Director *Hop* \_\_\_\_\_  
CAO \_\_\_\_\_      Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Please return (2) certified copies to Julie Tonn at the District Attorney's Office

### FOR CLERK USE ONLY

Meeting Date 7-11-17      Time \_\_\_\_\_      Item # 3b

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 APPLICATION	)	RESOLUTION NO. 17-
RELATIVE TO THE WORKERS' COMPENSATION	)	
INSURANCE FRAUD PROGRAM FOR THE 2017-2018	)	
FISCAL YEAR	)	

WHEREAS the Amador County Board of Supervisors desires to undertake a certain project designated as the Workers' Compensation Insurance Fraud Program to be funded by funds made available through the Workers' Compensation-California Insurance Code Section 1872.23, California Code of Regulations, Title 10, Section 2698.55 and administered by the California Department of Insurance, State of California.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, is authorized to submit the attached grant application to the California Department of Insurance, State of California; and

BE IT FURTHER RESOLVED that the Chairman of said Board and the District Attorney are hereby authorized to sign and execute said application on behalf of the County of Amador; and

BE IT FURTHER RESOLVED the Chairman of said Board and the District Attorney be and hereby are authorized to sign and execute any and all amendment and extensions to said application; and

BE IT FURTHER RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

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 July 11, 2017, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Chairman, Board of Supervisors

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

\_\_\_\_\_  
Deputy

Rec'd

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors  
Date: 07/03/2017

From: Jon Hopkins, Director Phone Ext. 759  
(Department Head - please type)

<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>07/11/2017</u>	

Department Head Signature Jon Hopkins

Digitally signed by Jon Hopkins  
DN: cn=Jon Hopkins, o=Amador County, ou=GSA, email=jhopkins@amadorgov.org, ou=8  
Date: 2017.07.03 14:59:52 -0700

Agenda Title: Adoption of Resolution Approving the Declaration of Personal Property as Surplus & Sale Thereof

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Please see the attached memorandum including a list prepared by GSA staff of County miscellaneous personal property no longer required for public use by the County received from various County Departments. The attached resolution request approval to declare as follows:

- 1) The property described on the list attached hereto (Attachment A) to be deemed Surplus Property, and;
- 2) Authorizes the sale of remaining property at public auctions by Public Surplus and;
- 3) Authorizes the Purchasing Agent to dispose of any remaining surplus property having no value as deemed by the Purchasing Agent.

Recommendation/Requested Action:  
See attached memo

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 \_\_\_\_\_  
 Auditor JOR GSA Director Jon Hopkins  
 CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

Digitally signed by Jon Hopkins  
DN: cn=Jon Hopkins, o=Amador County, ou=GSA, email=jhopkins@amadorgov.org, ou=8  
Date: 2017.07.03 14:41:11 -0700

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
GSA-Jon Hopkins; County Counsel-Greg Gillot

### FOR CLERK USE ONLY

Meeting Date 7-11-17 Time \_\_\_\_\_ Item # 3C

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

Save

Print Form

# **GENERAL SERVICES ADMINISTRATION**

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: [jhopkins@co.amador.ca.us](mailto:jhopkins@co.amador.ca.us)



## **SUMMARY MEMORANDUM**

To: Board of Supervisors

From: Jon Hopkins, Director *JH*

Date: July 3, 2017

Subject: Resolution Declaring Personal Property as Surplus, Sale, and Disposal.

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**Background:** Once or twice a year Purchasing provides a list of personal property to the Board no longer needed for the County's use. The County has an obligation to account for its personal property and when no longer needed is required by law to declare personal property as surplus. The attached resolution requests approval to authorize the GSA Director to contact Public Purchase currently under agreement with the County to sell surplus items at public auction no longer required for public use and dispose of any remaining surplus property having no value as deemed by the Purchasing Agent.

**Subject or Key Issue:** Attached is a list (Attachment A) of County personal property consisting of furniture, office equipment, vehicles, heavy equipment and miscellaneous items received from various County Departments for consideration to be declared as surplus property. Upon such declaration by the Board of Supervisors and legal notice, property then may be sold and then disposed of.

**Analysis:** The County is required to publish a notice of its intended action in a newspaper of general publication published in the County pursuant to Government Code Section 25504 and Municipal Code Title 3 Section 3.08 (attached is the legal ad for reference).

Purchasing is utilizing The Public Group which is an on line purchasing site for various public acquisition services provided to local governmental entities at no cost. One division of The Public Group is Public Surplus which provides auctioneering services via the web nationwide. These free services have changed the way we do business because personal property in the past that was deemed to have no value due to the lack of demand, shipping and handling costs, or was e-waste, now has a value as it can be sold on-line without incurring those issues or costs.

**Alternatives:** The Board may elect to donate certain personal property when requested by other public entities. No other public entities have requested personal property this year.

**Fiscal or Staffing Impacts:** N/A

**4/5ths vote:** N/A

**Recommendation:** 1) Declare all property listed on Attachment A as surplus property, and; 2) Authorize the sale of surplus property in accordance with Government Code Section 25504 at public auction utilizing Public Surplus and; 3) Authorize the disposal of any remaining surplus property having no value as deemed by the Purchasing Agent and; 4) Approve the attached resolution.

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

**IN THE MATTER OF:**

**RESOLUTION DECLARING CERTAIN AMADOR COUNTY PROPERTY AS  
SURPLUS PROPERTY** **RESOLUTION NO. 17-XXXX**

WHEREAS, Amador County General Services Administration has prepared the attached list (Attachment A) of County personal property to be declared as Surplus property, and;

WHEREAS, the County of Amador has an Agreement in place with Public Surplus an on line auction site and;

WHEREAS, the Board of Supervisors has the authority to authorize the Purchasing Agent to dispose of remaining surplus personal property listed herein on Attachment A, and;

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California hereby declares as follows;

- 1) The property described on the list attached hereto (Attachment A) is deemed Surplus Property, and;
- 2) Authorizes the sale of remaining property at public auction by Public Surplus, and;
- 3) Authorizes the Purchasing Agent to dispose of any remaining surplus property having no value as deemed by the Purchasing Agent.

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 Eleventh day of July, 2017, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

# **NOTICE OF INTENT TO SELL SURPLUS PROPERTY**

**This Notice is required to be posted no less than five (5) days prior to the sale of certain miscellaneous County personal property referenced herein.**

**Notice is hereby given that The Board of Supervisors for Amador County, at its meeting on Tuesday July 11, 2017 at 9:00 a.m. at 810 Court Street in Jackson, California, took action to deem certain County personal property as surplus and authorized the Purchasing Agent to sell and dispose of certain miscellaneous County personal property.**

**Interested parties may acquire information at the office of General Services Administration located at 12200-B Airport Road, Martell, CA or view information from the Public Surplus site at [www.publicsurplus.com](http://www.publicsurplus.com) as of August 1, 2017. Bids may be received on Public Surplus beginning August 1, 2017 and shall close when reserves are met or 60 days from the day the item was posted. Property that does not meet the minimum reserve shall be either re-advertised for sale or disposed of as deemed by the County's Purchasing Agent.**

**For more information contact Amador County Purchasing at (209) 223-6375.**



ATTACHMENT A FY 16-17 GSA SURPLUS-EWASTE-PERSONAL PROPERTY LIST

Lot #	Asset ID #	Description	Quantity	Brand/Make	Model #	Serial #	Condition	Dept	Surrendered Date
1	#13403	Desk With Return	1	Creative Ideas	None	None	Good	Facilities	7/14/2016
1	None	Hutch Top with Light	1	None	None	None	Fair	Behav. Health	1/5/2017
3	None	Shelving 3'x7"x1'	1	None	None	None	Good	Facilities	7/14/2016
4	None	Office Chair-Light Gray	1	Grahl	None	None	Broken?	Public Health	4/22/2016
4	#3018	Office Chair-Light Gray	1	Hon	None	2668610	Fair	Tax Collector	7/11/2016
4	None	Office Chair-Charcoal G	1	Cameo	None	None	Good	Tax Collector	7/11/2016
4	#12176	Office Chair-Burgundy	1	Office Star Products	None	None	Good	Tax Collector	7/11/2016
4	None	Visitor Chair-Gray/Black	3	Global Upholstery	None	None	Good	Facilities	7/14/2016
4	#9653	Office Chair-Gray	1	None	J2703766	TY9GN	Fair	Facilities	7/14/2016
4	#3653	Office Chair-Green	1	Tressler's	None	None	Fair	Facilities	7/14/2016
4	#2800	Office Chair-Blue	1	Steelcase	None	None	Fair	Facilities	7/14/2016
4	#7921	Office Chair-Light Gray	1	Hon	None	None	Fair	Facilities	7/14/2016
4	None	Office Chair-Gray	1	Chair Place	None	None	Fair	Unknown Dept.	12/30/2016
4	#12278	Office Chair-Green	1	Reimers	CA28587	None	Broken	Beh Health-M.H	1/9/2017
4	#120012	IT#30392 Printer	1	HP	CA24708	65715	Broken	Beh Health-M.H	1/9/2017
6	IT#30793	Printer	1	HP	4350n	CNRXT06025	Broken-Non Op.	Tax Collector	8/5/2016
6	IT#30522	Printer	1	HP	6127	MY3CM38055	Fair	PW-Road Dept.	5/13/2016
6	IT#31001	Printer	1	Dell	6122	MY495280QJ	Fair	PW-Road Dept.	5/13/2016
6	IT#30704	Printer	1	Dell	3110cn	0PF019-1170	Fair	Public Health	6/15/2016
6	None	Printer	1	Dell	1110	6137491	Broken-Paper Jams	Library	10/18/2016
6	#3024	Printer	1	Epson	1350cnw	CKPPGM1	Broken-Overheats	Library	10/18/2016
6	None	Printer	1	HP	C363B	LHMV096068	Broken-Non Op.	AFPD	11/16/2016
6	None	Printer	1	HP	D780	USBG002233	Broken-Non Op.	AFPD	11/16/2016
6	None	Printer	1	Canon	D780	JHH07272	Broken-Non Op.	AFPD	11/16/2016
6	None	Printer	1	HP	6500	TH081423DT	Broken-Non Op.	AFPD	11/16/2016
6	IT#30817	#12849 Printer	1	HP/Laserjet	4000N	USRB052265	Broken-Paper-Jams	Probation	12/13/2016
6	IT#30813	#12058 Printer	1	HP/Laserjet	4000	USMB207809	Brkn-costly for repair	Probation	12/13/2016
6	#10874	Printer	1	HP	Laserjet 5	USKCO18264	Good	Sheriff-Dispatch	8/25/2016
6	None	Printer	1	Brother	MFC-16710DW	U62663M1F14923	Broken-Non Op.	GSA	12/28/2016
6	#C15009	#120084 Printer	1	Xerox	Work Centre 7335	PCS2A	Fair	ACCNET	11/30/2016
6	IT#30943	#13887 Printer	1	HP	990cse	MY0BK1D0V5	Broken-Non Op.	Beh Health-M.H	1/9/2017
6	IT#30961	Printer	1	HP	990cse	MY0BK1D0X4	Broken-Non Op.	Beh Health-M.H	1/9/2017
6	IT#30945	Printer	1	HP	5650	MY41H4P34G	Broken-Non Op.	Beh Health-M.H	1/9/2017
6	None	Scanner	1	HP	Scanjet G3110	None	Fair	Sheriff	1/19/2017
7	#14624	IT#30415 Computer	1	Dell	Optiplex GX520	JD6GS81	Obsolete	Archives	7/7/2016
7	#120194	#31229 Laptop	1	Dell Latitude	E6500	4NFLPH1	Good	Agriculture	3/25/2015
7	#14538	#IT 30465 CPU	1	Dell Precision	370	16KZQ871	Obsolete	Agriculture	3/25/2016
7	None	Computer	1	Dell	Optiplex 740	2CIDBK1	Good	Probation	1/6/2017
8	None	10 Key Adding Machine	1	Sharp	EL2630P-III	4D003648	Broken-Tape Disp.	Air District	7/14/2016
8	None	2-Intercom System w/it	3	Alphone LEF-3	RS-3A	203110004	Broken-low volume	Probation	12/13/2016
8	None	Headset	1	Plantronics	None	G77334 12	Broken-Non Op	Sheriff-Dispatch	8/25/2016
8	None	Remote	1	None	None	None	Obsolete	Sheriff-Dispatch	8/25/2016
8	None	Weather Radio	1	Radioshack	None	806416	Obsolete	Sheriff-Dispatch	8/25/2016
8	None	Electronic Stapler	1	Swingline	48201	None	Broken-Non Op	Sheriff-Dispatch	8/25/2016
8	None	Monitor	1	American Dynamics	ADMNLC20RK	04-30347	Broken-WontPowerOn	Sheriff-Dispatch	1/3/2017
8	None	Calculator	1	Canon	CP1460D	2001307	Broken-Paper Jams	Conservator	1/31/2017
8	#C15022	Recognition System	1	Kiosk	None	35732	Good	Probation	1/6/2017

ATTACHMENT A FY 16-17 GSA SURPLUS-EWASTE-PERSONAL PROPERTY LIST

8	None	Cellular Telephone with 1	Nokia	2320	IMEI01197400690	Good	Sheriff	1/19/2017
8	#C15010	#I20079 Groundhog C2 1	LEA	Sony	32733	Brokn-SystemFailure	Accnet-Sheriff	1/25/2017
8	None	Groundhog Camera	LEA	Sony	28476	Brokn-SystemFailure	Accnet-Sheriff	1/25/2017
8	#I20081	Body Wire	LEA	97178	32751	Brokn-Batt. Terminal	Accnet-Sheriff	1/25/2017
8	None	Video Camera	Sony/Handycam	DCR SR62	351461	Broken-Low Charge	Accnet-Sheriff	1/25/2017
8	None	Video Camera	Sony/Handycam	DCR SR62	359392	Broken-Low Charge	Accnet-Sheriff	1/25/2017
8	None	Video Camera	Sony/Handycam	DCR SR62	351459	Broken-Low Charge	Accnet-Sheriff	1/25/2017
9	None	18.5" LED Monitor	Ever Focus	EN7519SP	13052300698	Brokn-PowersOn/Off	Accnet-Sheriff	9/29/2016
9	None	Monitor Stand	Dell	1905FP	None	Fair	Sheriff-Jail	11/15/2016
9	None	Monitor Stand	Dell	1901FP	None	Fair	I.T.	11/15/2016
9	None	Monitor Stand	Dell	2001FP	None	Fair	I.T.	11/15/2016
9	None	Monitor Stand	Dell	1707FP	None	Fair	I.T.	11/15/2016
9	None	Monitor Stand	Dell	2005FP	None	Fair	I.T.	11/15/2016
9	None	Monitor Stand	Dell	1703FP	None	Fair	I.T.	11/15/2016
9	None	Monitor Stand	Dell	1908FP	None	Fair	I.T.	11/15/2016
9	None	Monitor Stand	Dell	1907FP	None	Fair	I.T.	11/15/2016
9	None	Monitor Stand	Dell	2007WFP	None	Fair	I.T.	11/15/2016
9	None	Monitor Stand	Dell	None	None	Fair	I.T.	11/15/2016
9	None	Monitor Stand	Dell	P1911-T	None	Fair	I.T.	11/15/2016
9	None	Monitor Stand	Dell	E2311HF	None	Fair	I.T.	11/15/2016
9	None	Monitor Stand	Dell	U3014T	None	Fair	I.T.	11/15/2016
9	None	Monitor Stand	Dell	P2317H	None	Fair	I.T.	11/15/2016
9	# I 20275	Monitor	Dell	U3014t	CN0P1V6N74453C	Broken-Shatt. Screen	Sheriff-Dispatch	8/25/2016
9	None	Monitor Stand	Dell	P2314Ht	None	Good	Sheriff-Dispatch	8/25/2016
9	None	Computer Speaker	Dell	None	CN0UH837482207	Good	Accnet-Sheriff	1/25/2017
10	None	Keyboard	Dell	SK-8135	0NG6250-DV1T	Broken-Non Op.	Tax Collector	8/5/2016
10	None	Keyboard	Dell	RT7D00	TH-025-F568	Fair	Agriculture	3/25/2016
10	None	Keyboard	Microsoft	4000V1.0	7687603912 968	Good	Air District	9/15/2016
10	None	Keyboard	Dell	KB212B	0SP02F7158123G0	Broken-Keys Stick	Sheriff-Dispatch	8/25/2016
10	None	Keyboard	Dell	L100	ORH6597357173R	Broken-Keys Stick	Sheriff-Dispatch	8/25/2016
10	None	Keyboard	HP	KB0316	BAUDROJVBZF23	Broken-Keys Stick	Sheriff-Dispatch	8/25/2016
10	None	Mouse	Dell	MOS6U9	429109110	Broken Roller	Sheriff-Dispatch	8/25/2016
10	None	Mouse	Dell	MS-111-L	09RC744751-211	Broken Roller	Sheriff-Dispatch	8/25/2016
10	None	Mouse	HP	M-UV69A	F6AB50CN3R41VG	Broken Roller	Sheriff-Dispatch	8/25/2016
10	None	Mouse	Dell	MOC5U0	JOP00UV5	Obsolete	Unknown Dept.	8/30/2016
10	None	Mouse	Dell	MS-111-L	09RR7-1C34	Obsolete	Unknown Dept.	8/30/2016
10	None	Mouse	Dell	MS-111-L	09RR7-1RK4	Obsolete	Unknown Dept.	8/30/2016
10	None	Mouse	Dell	M-UR69	LNA30250346	Obsolete	Unknown Dept.	8/30/2016
10	None	Mouse	Dell	M-BAC-DELS	None	Good	Accnet-Sheriff	1/25/2017
10	None	Mouse	Dell	M-UJAN-DELL	None	Good	Accnet-Sheriff	1/25/2017
10	None	Mouse	Dell	MS111-P	011-73826	Good	Accnet-Sheriff	1/25/2017
12	#12953	Fax Machine	Brother	MFC-8600	U5642C01160693	Good	RecordsArchives	8/18/2016
15	None	Portable Freezer	AcuTemp	VXC-2	21201	Broken Power Pack	Public Health	4/22/2016
15	None	California State Fair Aw 24	None	None	None	Good	BOS	5/27/2016
15	None	Senate State Legislatu 1	None	None	None	Good	BOS	5/27/2016
15	None	BOS-Resolution-County 1	None	None	None	Good	BOS	5/27/2016
15	None	Resolution-Norman S. \ 3	None	None	None	Good	BOS	5/27/2016
15	None	BOS-Every 15 Minutes 1	None	None	None	Good	BOS	5/27/2016
15	None	Energy Management A 1	None	None	None	Good	BOS	5/27/2016

ATTACHMENT A FY 16-17 GSA SURPLUS-EWASTE-PERSONAL PROPERTY LIST

15	None	Amador County Fair Co 1	Foto Fonts	None	None	Good	BOS	5/27/2016
15	None	BOS-Certificate of Appr 3	None	None	None	Good	BOS	5/27/2016
15	None	California Fair Ribbons 10	R.B. Powers Awards	None	None	Good	BOS	5/27/2016
15	None	3rd Place Ribbon 1	None	None	None	Good	BOS	5/27/2016
15	None	1991 State Fair Ribbon 1	R.B. Powers CO.	None	None	Good	BOS	5/27/2016
15	None	Boat Cover 1	ITW Nexus	None	None	Good	Facilities	10/21/2016
15	None	Paper Cutter 1	Ingento GT	None	None	Good	Probation	12/13/2016
15	None	70" Wide Projector Scr 1	Quartet	None	None	Good	Risk Man.	12/29/2016
15	None	Brake Lath 1	Hunter	bl505	HK8755	Fair	Motor Pool	6/7/2017
17	None	Monitor Stand 1	None	None	None	Good	Sheriff-Dispatch	8/25/2016
17	None	Plastic Holder/Bracket 1	None	None	None	Good	Sheriff-Dispatch	8/25/2016
17	None	Electronic Base 1	Motorola	FTN6494C	None	Good	Sheriff-Dispatch	8/25/2016
17	None	Plastic Holders 10	None	None	None	Good	Sheriff-Dispatch	8/25/2016
17	None	Metal Brackets 2	None	1040-0033A	None	Good	Sheriff-Dispatch	8/25/2016
17	None	Metal Square Brackets 2	None	870-1252A-XP	None	Good	Sheriff-Dispatch	8/25/2016
17	None	Printer Cover 1	UR	8170	None	Good	Sheriff-Dispatch	8/25/2016
17	None	Metal Angle Bracket-La 2	None	870-115484-XP	None	Good	Sheriff-Dispatch	8/25/2016
17	None	Corrugated Bracket wit 1	None	None	None	Good	Sheriff-Dispatch	8/25/2016
17	None	Metal Angle Bracket-Sn 2	None	870-6857A-XP	None	Good	Sheriff-Dispatch	8/25/2016
17	None	CPU Dolly 4	Humanscale	NACCPUMICB	8213002000000-10	Good	Sheriff-Dispatch	8/25/2016
17	None	Computer Docking Stat 1	Dell	None	CNOHD062486437	Broken-Non Op.	Accnet-Sheriff	1/25/2017
17	None	Computer Docking Stat 1	Dell	Pro 1X	CNOHD062486437	Broken-Non Op.	Accnet-Sheriff	1/25/2017
17	None	Docking Station 1	Palm	None	None	Good	Accnet-Sheriff	1/25/2017
18	None	Computer Cord 2	COOC	None	50711150013300N	Good	Sheriff-Dispatch	8/25/2016
18	None	Computer Cable 1	Hotron	None	5070133107	Good	Sheriff-Dispatch	8/25/2016
18	None	Computer Cable 1	AWW	Space Shuttle	None	Good	Sheriff-Dispatch	8/25/2016
18	None	USB Cable 1	Belkin	None	None	Good	Sheriff-Dispatch	8/25/2016
18	None	USB Cable 1	Coxoc	None	None	Good	Sheriff-Dispatch	8/25/2016
18	None	AC Adapter 1	Dell	0A65NM111-00	0NGM-48661	Good	Accnet-Sheriff	1/25/2017
18	None	AC Adapter 1	Dell	LA90PS0-00	0DF2-55EB	Good	Accnet-Sheriff	1/25/2017
18	None	AC Adapter 1	Dell	LA90PS0-00	0DF2-5603	Good	Accnet-Sheriff	1/25/2017
18	None	AC Adapter 1	Dell	LA90PS0-00	0DF2-7A55	Good	Accnet-Sheriff	1/25/2017
18	None	AC Adapter 1	Dell	LA90PS0-00	0DF2-5C99	Good	Accnet-Sheriff	1/25/2017
18	None	AC Adapter 1	Dell	LA90PS0-00	0DF2-55DC	Good	Accnet-Sheriff	1/25/2017
18	None	AC Adapter 1	Sony	AC-L200	7063298225	Good	Accnet-Sheriff	1/25/2017
18	None	AC Adapter 1	Dell	PA-1900-02D	09T-335D	Good	Accnet-Sheriff	1/25/2017
18	None	AC Adapter 1	Dell	PA-1900-02D	09T-A18D	Good	Accnet-Sheriff	1/25/2017
18	None	AC Adapter 1	Dell	DA90PS1-00	0MM-2BA4	Good	Accnet-Sheriff	1/25/2017
18	None	AC Adapter 1	Dell	DA90PS1-00	0MM-2BAD	Good	Accnet-Sheriff	1/25/2017
18	None	AC Adapter 1	HP	PPP009H	0MM-2BAD	Good	Accnet-Sheriff	1/25/2017
21	None	Camera 1	Kodak	DX3600	F1-080-7680A	Good	Accnet-Sheriff	1/25/2017
21	None	Camera 1	Kodak	DX3600	KCKAJ20504452	Fair	Sheriff	12/7/2016
21	None	Baton 3	None	DX3600	KCKAJ20504594	Fair	Sheriff	12/7/2016
21	None	Microphone 3	Motorola	PR24	None	Fair	Sheriff	12/7/2016
21	None	Radio Charger 1	Standard	HMN9054C	None	Fair	Sheriff	12/7/2016
21	None	Radio Charger 2	Motorola	CSA240	None	Fair	Sheriff	12/7/2016
21	#8039	Radio 1	Motorola	HTN9167A	None	Fair	Sheriff	12/7/2016
21	None	Radio 1	Motorola	GP300	174FR46284	Fair	Sheriff	12/7/2016
21	None	Radio 1	Standard	HX240V(AB)	404211471	Fair	Sheriff	12/7/2016
21	None	12 V PMG 3 Port 1	None	None	None	Fair	Sheriff	12/7/2016

ATTACHMENT A FY 16-17 GSA SURPLUS-EWASTE-PERSONAL PROPERTY LIST

21	None	Flashlight	1	Streamlight	SL20X	UF583636	Fair	Sheriff	12/7/2016
21	None	Flashlight	1	Streamlight	SL20	83472	Fair	Sheriff	12/7/2016
21	None	Flashlight	1	Maglite	None	D38833144	Fair	Sheriff	12/7/2016
21	None	Flashlight	1	Streamlight	Stinger	747778	Fair	Sheriff	12/7/2016
21	None	Flashlight	1	Pelican	M9	B010670	Fair	Sheriff	12/7/2016
21	None	Flashlight	1	Pelican	M9	B010833	Fair	Sheriff	12/7/2016
21	None	Flashlight	1	Pelican	M9	B010892	Fair	Sheriff	12/7/2016
21	None	Micro Cassette Recorder	1	GE	3-5377	None	Good	Sheriff	12/7/2016
21	None	USB Splitter	1	Trendnet	TU-400E	UN07084042162	Fair	Sheriff	12/7/2016
21	None	Straight Baton	2	None	None	None	Fair	Sheriff	12/7/2016
21	None	Microphone	2	Whelen	43-0145762-00C	None	Fair	Sheriff	12/7/2016
21	None	Siren Amplifier	1	Unitrol	80K	22143	Fair	Sheriff	12/7/2016
21	None	Door Popper Solenoid	1	Ace K-9	DPSUV	None	Fair	Sheriff	12/7/2016
21	None	A/C Hose	1	Cool Cop	Crown Vic	None	Fair	Sheriff	12/7/2016
21	None	Camera	1	Kodak	CX4230	KCAAAY24023701	Fair	Sheriff	12/7/2016
21	None	Camera	1	Kodak	CX4230	KCAAAY24024402	Fair	Sheriff	12/7/2016
21	None	Camera	1	Kodak	CX4230	KCAAAY24024413	Fair	Sheriff	12/7/2016
21	None	Camera	1	Kodak	CX4230	KCAAAY24023599	Fair	Sheriff	12/7/2016
21	#13755	Camera	1	Canon	Sure Shot	5117024	Fair	Sheriff	12/7/2016
21	None	Camera	1	Kodak	C300	KCGEN53203260	Broken	Sheriff	12/7/2016
21	None	Camera	1	Kodak	KE85	13269	Fair	Sheriff	12/7/2016
21	None	Headlight Flasher	1	Whelen	UHF2150A	C0608725	Fair	Sheriff	12/7/2016
21	None	Vehicle Adapter	1	None	CHR423B	350981	Broken	Sheriff	12/7/2016
21	None	Light	1	Whelen	500 Series	1693	Fair	Sheriff	12/7/2016
21	None	Light	1	Whelen	500 Series	278	Fair	Sheriff	12/7/2016
21	None	Light	1	Whelen	500 Linear	None	Fair	Sheriff	12/7/2016
21	None	Light	1	Whelen	Smart LED	None	Fair	Sheriff	12/7/2016
21	None	Pager	1	Motorola	Minitor V	136WJQA336	Fair	Sheriff	12/7/2016
21	None	Power Adapter	1	Ilan	F1650L	350620	Fair	Sheriff	12/7/2016
21	None	Hot N' Pop Control Head	1	Ace K-9	B501-B1-002	BC-2336	Fair	Sheriff	12/7/2016
21	None	Hot N' Pop Pro	1	Ace K-9	IB-5000	BI-4096G	Fair	Sheriff	12/7/2016
21	None	Timer	1	Power Tamer	5201	8300E	Fair	Sheriff	12/7/2016
21	None	Card Reader	1	ID Tech	IDEA-334133B	71400169	Fair	Sheriff	12/7/2016
21	None	Card Reader	1	ID Tech	IDEA-334133B	71400196	Fair	Sheriff	12/7/2016
21	None	Card Reader	1	ID Tech	IDEA-334133B	71400198	Fair	Sheriff	12/7/2016
21	None	Smart Arrow Message	1	Whelen	MGE02	1168	Fair	Sheriff	12/7/2016
21	None	Headlight Flasher	1	Whelen	UHF2150A	C1047357	Fair	Sheriff	12/7/2016
21	None	Headlight Flasher	1	Whelen	UHF2150A	POF 73117	Fair	Sheriff	12/7/2016
21	None	Headlight Flasher	1	Whelen	UHF2150A	PLI 134035	Fair	Sheriff	12/7/2016
21	None	Data Transporter	1	Whelen	MGXPORT	977	Fair	Sheriff	12/7/2016
21	None	Control Head	1	Whelen	PCC-SAR	PIL 05489	Fair	Sheriff	12/7/2016
21	None	Siren Speaker	1	Whelen	SA314	PXE 16980	Fair	Sheriff	12/7/2016
21	None	Siren Amplifier	1	Whelen	295HFSA1	PXB 16357	Fair	Sheriff	12/7/2016
21	None	Remote Strobe Power	1	PSE	460H	20668	Fair	Sheriff	12/7/2016
21	None	Remote Strobe Power	1	Whelen	CSP660	C0427094	Fair	Sheriff	12/7/2016
21	None	2 Light Dominator	1	Whelen	D2 RB	10251	Fair	Sheriff	12/7/2016
21	None	Slim Lighter	1	Whelen	SLPMMRB	15001	Fair	Sheriff	12/7/2016
21	None	Timer	1	Power Tamer	5201	44523	Fair	Sheriff	12/7/2016
21	None	Timer	1	Power Tamer	5201	26144E	Fair	Sheriff	12/7/2016

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21	None	Timer	1	Power Tamer	5201	21146	Fair	Sheriff	12/7/2016
21	None	Timer	1	Power Tamer	5201	24058E	Fair	Sheriff	12/7/2016
21	None	Mirror Light Kits	2	Whelen	Crown Vic	None	Good	Sheriff	12/7/2016
21	None	Control Head	1	Unitrol	TM4	A20959	Fair	Sheriff	12/7/2016
21	None	2 Light Dominator	1	Whelen	D2RB	C0002682	Fair	Sheriff	12/7/2016
21	None	Scanner	1	Uniden	BC 560 XLT	45061536	Fair	Sheriff	12/7/2016
21	None	Siren Amplifier	1	Whelen	BETA112R	C0165936	Fair	Sheriff	12/7/2016
21	None	Siren Amplifier	1	Whelen	None	PPE12388	Fair	Sheriff	12/7/2016
21	None	Siren Amplifier	1	Whelen	BL627	C0617396	Fair	Sheriff	12/7/2016
21	None	Timer	1	Power Tamer	5201	V5-44524	Fair	Sheriff	12/7/2016
21	None	Remote Lamp Driver	1	Whelen	SCTARM6L	1105	Fair	Sheriff	12/7/2016
21	None	Siren Speaker	1	Whelen	SA314	PKE16981	Fair	Sheriff	12/7/2016
21	None	Wiring Kit	2	None	None	None	Fair	Sheriff	12/7/2016
21	None	Wiring Kit	1	Whelen	BL2150	None	Fair	Sheriff	12/7/2016
21	None	Lights with Bezel	2	Whelen	Smart Led 500	None	Fair	Sheriff	12/7/2016
21	None	Solenoid	2	White Rodgers	124-90Z	None	Fair	Sheriff	12/7/2016
21	None	Audible Signal	1	Ecco	202120	None	Fair	Sheriff	12/7/2016
21	None	Electronics Module	1	None	UPKM-3	None	Fair	Sheriff	12/7/2016
21	None	Electronics Module	1	IntermotiveProducts	PKM-10	None	Fair	Sheriff	12/7/2016
21	None	Flashlight Charger	1	Streamlight	SL20	None	Fair	Sheriff	12/7/2016
21	None	Power Supply	1	Sceptre	DV-1212 A	None	Fair	Sheriff	12/7/2016
21	None	Electronic Device	1	None	None	None	Fair	Sheriff	12/7/2016
21	None	Antennas	9	None	None	None	Fair	Sheriff	12/7/2016
21	None	Antenna	1	Maxrad	None	None	Fair	Sheriff	12/7/2016
21	None	Lights	3	Whelen	01-0664836-21B	None	Fair	Sheriff	12/7/2016
21	None	Lights	3	Whelen	01-0664836-51B	None	Fair	Sheriff	12/7/2016
21	None	Lights	2	Whelen	36-0361766-00	None	Fair	Sheriff	12/7/2016
21	None	Light	1	None	None	None	Fair	Sheriff	12/7/2016
21	None	Clear Light Bar Lens	2	Whelen	None	None	Fair	Sheriff	12/7/2016
21	None	Blue Light Bar Lens	2	Whelen	None	None	Fair	Sheriff	12/7/2016
21	None	Flasher	1	Road Runner	None	None	Fair	Sheriff	12/7/2016
21	None	Flasher	1	Federal Signal	6W75-15591-AA	None	Fair	Sheriff	12/7/2016
21	None	External Speaker	1	CES	None	None	Fair	Sheriff	12/7/2016
21	None	Duty Gear	61	Safariland/Aker/DP	None	None	Fair	Sheriff	12/7/2016
21	None	Control Head	1	Federal	Touchmaster	None	Fair	Sheriff	12/7/2016
21	None	Power Distribution Box	1	CDLE	None	None	Fair	Sheriff	12/7/2016
21	None	Puck Style Antenna	1	None	None	None	Fair	Sheriff	12/7/2016
21	None	Siren Speaker	1	None	None	None	Fair	Sheriff	12/7/2016
21	None	Spotlight	2	Unity	None	None	Fair	Sheriff	12/7/2016
21	None	Led Light	1	Whelen	400	None	Fair	Sheriff	12/7/2016
21	None	Light	1	IPF	830	None	Fair	Sheriff	12/7/2016
21	None	Fuse Blocks	3	None	None	None	Fair	Sheriff	12/7/2016
21	None	Map Light	7	Federal Signal	None	None	Fair	Sheriff	12/7/2016
21	None	Map Light	2	Havis Shields	None	None	Fair	Sheriff	12/7/2016
21	None	Power Adapter	2	Lind	PAI555-968LK	None	Fair	Sheriff	12/7/2016
21	None	Power Adapter	1	Lind	PAI555-655FC	None	Fair	Sheriff	12/7/2016
21	None	Power Adapter	1	Lind	PAI540-795LB	None	Fair	Sheriff	12/7/2016
21	None	Power Adapter	1	Lind	PA-1580-3120FB	None	Fair	Sheriff	12/7/2016
21	None	Light	2	PSE	SAE WW593	None	Fair	Sheriff	12/7/2016

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21	None	Flasher Control	2	Whelen	8L405A	None	Fair	Sheriff	12/7/2016
21	None	External Speaker	2	Motorola	None	None	Fair	Sheriff	12/7/2016
21	None	External Speaker	1	Motorola	R5N 4001A	None	Fair	Sheriff	12/7/2016
21	None	12 Volt Plugs	4	Able 2	None	None	Fair	Sheriff	12/7/2016
21	None	12 Volt Plugs	6	None	None	None	Fair	Sheriff	12/7/2016
21	None	Small Light Bezel	11	None	None	None	Fair	Sheriff	12/7/2016
21	None	Large Light Bezel	13	None	None	None	Fair	Sheriff	12/7/2016
21	None	Cup Holders	4	Havis Shields	C-Cupz	None	Fair	Sheriff	12/7/2016
21	None	Microphone	1	Whelen	43-0146402-00	None	Fair	Sheriff	12/7/2016
21	None	Microphone	2	Motorola	HMN-1035C	None	Fair	Sheriff	12/7/2016
21	None	Microphone	2	Motorola	HMN-1035A	None	Fair	Sheriff	12/7/2016
21	None	Microphone	1	Motorola	None	None	Fair	Sheriff	12/7/2016
21	None	Microphone	1	Motorola	HMN-4069D	None	Fair	Sheriff	12/7/2016
21	None	Adjustment Bracket	2	Havis Shields	None	None	Fair	Sheriff	12/7/2016
21	None	Laptop Plate	3	Gamber Johnson	None	None	Fair	Sheriff	12/7/2016
21	None	Keyboard Bracket	2	Havis Shields	C-SM-SA-1	None	Fair	Sheriff	12/7/2016
21	None	Misc. Brackets	42	None	None	None	Fair	Sheriff	12/7/2016
21	None	Monitor	1	Mag Innovation	700P	F5UZ4A037016U	Fair	Sheriff	12/7/2016
21	None	Puck Antennas	13	Sierra Wireless	None	None	Fair	Sheriff	12/7/2016
21	None	Modem Power Cable	1	Sierra Wireless	None	None	Fair	Sheriff	12/7/2016
21	None	Led Light	10	Whelen	Smart Led 500	None	Fair	Sheriff	12/7/2016
21	None	Small Led Light	6	None	None	None	Fair	Sheriff	12/7/2016
21	None	Dome Light	5	Sound Off	None	None	Fair	Sheriff	12/7/2016
21	None	Lightbar	1	Whelen	FD88BRR	18029	Fair	Sheriff	12/7/2016
21	None	Lightbar	1	Whelen	FD88BRR	33724	Fair	Sheriff	12/7/2016
21	None	Lightbar	1	Whelen	FC8RR00	78631	Fair	Sheriff	12/7/2016
21	None	Prisoner Cage with Brak	1	Setina	Body Guard	None	Fair	Sheriff	12/7/2016
21	None	Console	3	Havis	CM004956	None	Fair	Sheriff	12/7/2016
21	None	Console	1	Troy	CommandConsole	None	Fair	Sheriff	12/7/2016
21	None	Console	2	None	None	None	Fair	Sheriff	12/7/2016
21	#11921	Gun Rack	1	Inch's Tooling	None	None	Fair	Sheriff	12/7/2016
21	None	Vehicle Accessory Boar	2	None	None	None	Fair	Sheriff	12/7/2016
21	None	Console	1	Go Rhino	None	None	Fair	Sheriff	12/7/2016
21	None	Trunk Drawer	4	Proguard	None	None	Good	Sheriff	12/7/2016
21	None	Push Bumper	3	Setina	Body Guard	None	Fair	Sheriff	12/7/2016
21	None	Defibrillator	1	Medtronic	Lifepak 500	14210327	Fair	Sheriff	12/7/2016
21	None	Defibrillator	1	Medtronic	Lifepak 500	14210324	Fair	Sheriff	12/7/2016
21	None	Defibrillator	1	Medtronic	Lifepak 500	14210329	Fair	Sheriff	12/7/2016
21	None	Defibrillator	1	Medtronic	Lifepak 500	14210150	Fair	Sheriff	12/7/2016
21	None	Defibrillator	1	Medtronic	Lifepak 500	14210164	Fair	Sheriff	12/7/2016
21	None	Defibrillator	1	Medtronic	Lifepak 500	14210328	Fair	Sheriff	12/7/2016
21	#12206	Shredder	1	Swintec	DT210	156	Fair	Sheriff	12/7/2016
21	None	Lightbar	1	Whelen	FD88BRR	18033	Fair	Sheriff	12/7/2016
21	None	Flashlight	1	Streamlight	20X	282319	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	112940	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	344081	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	SE137354	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	SE137127	Broken-PartsMissing	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	101598	Fair	Sheriff	12/12/2016

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21	None	Flashlight	1	Streamlight	20X	267488	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	399209	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	154574	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20XP	SG352300	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	SL20X	SG339117	Fair	Sheriff	12/12/2016
21	None	Radio	1	Motorola	HT1250	749TAEF587	Broken-FirmwareOld	Sheriff	12/12/2016
21	None	Radio	1	Motorola	HT1250	749TDA0190	Broken-Non Op.	Sheriff	12/12/2016
21	#12558	Radio	1	Motorola	HT1250	749TZQC108	Broken-Non Op.	Sheriff	12/12/2016
21	#12557	Radio	1	Motorola	HT1250	749TZQC098	Broken-RepairDeclin	Sheriff	12/12/2016
21	#12556	Radio	1	Motorola	HT1250	749TJC185	Broken-Non Op.	Sheriff	12/12/2016
21	#14027	Radio	1	Motorola	HT1250	749TZQC105	Broken-Non Op.	Sheriff	12/12/2016
21	None	Radio	1	Motorola	HT1250	749TJC6004	Broken-Read Error	Sheriff	12/12/2016
21	None	Radio	1	Motorola	HT1250	749TJC5827	Broken-Read Error	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20XP	188982	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20XP	216505	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	UF588202	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	124015	Fair	Sheriff	12/12/2016
21	None	Audio Recorder	1	Sony	ICD-SX25	42062015663	Broken Battery Cover	Sheriff	12/12/2016
21	None	Camera	1	Canon	A495		Broken-Non Op.	Sheriff	12/12/2016
21	None	Camera	1	Kodak	C530	KCGEU62713576	Broken Battery Cover	Sheriff	12/12/2016
21	None	Flashlight	3	5.11	UC3-400	None	Broken-No Charge	Sheriff	12/12/2016
21	None	Video Camera	1	Sony	CCD-TR6	161583	Fair	Sheriff	12/12/2016
21	None	Remote Dog Collar	1	Dogtra	1900NCP	38284	Broken-Non Op.	Sheriff	12/12/2016
21	None	Remote Dog Collar	1	Dogtra	1900NCP	37968	Broken-Non Op.	Sheriff	12/12/2016
21	None	Remote Dog Collar	1	Dogtra	1900NCP	38286	Broken-Non Op.	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	Stinger	2194911	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20XP	533833	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	None	505491	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	SL20X	83522	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	104939	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	SL20X	UG764822	Broken-Non Op.	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	SE137578	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	189627	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	101525	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20X	116219	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	20XP	OC393369	Fair	Sheriff	12/12/2016
21	None	Flashlight Charger-Larg	25	Streamlight	None	None	Fair	Sheriff	12/12/2016
21	None	Flashlight Wall Cable	2	Streamlight	ICC-2-750	None	Fair	Sheriff	12/12/2016
21	None	Flashlight Wall Cable	3	Streamlight	22311	None	Fair	Sheriff	12/12/2016
21	None	Flashlight Wall Cable	1	Streamlight	22311	15	Fair	Sheriff	12/12/2016
21	None	Flashlight Wall Cable	1	Streamlight	22311	512	Fair	Sheriff	12/12/2016
21	None	Flashlight Wall Cable	1	Streamlight	22311	115	Fair	Sheriff	12/12/2016
21	None	Flashlight Wall Cable	1	Streamlight	22311	1309	Fair	Sheriff	12/12/2016
21	None	Flashlight Wall Cable	1	Streamlight	22311	530	Fair	Sheriff	12/12/2016
21	None	Flashlight Wall Cable	1	Streamlight	22311	746	Fair	Sheriff	12/12/2016
21	None	Flashlight Wall Cable	1	Streamlight	75100	None	Fair	Sheriff	12/12/2016
21	None	Flashlight Charger-Sting	3	Streamlight	None	None	Fair	Sheriff	12/12/2016
21	None	Flashlight Car Charger	6	Streamlight	None	None	Fair	Sheriff	12/12/2016
21	None	Flashlight Wall Charger	4	5.11	UC3400	None	Fair	Sheriff	12/12/2016
21	None	Car Charger 5.11	3	5.11	CP1250	None	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	Stinger	2194908	Fair	Sheriff	12/12/2016

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21	None	Flashlight	1	Streamlight	Stinger	331655	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	Stinger	583737	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	Stinger	22420170513	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	Stinger	811315	Fair	Sheriff	12/12/2016
21	None	Baton-Wooden	4	None	None	None	Fair	Sheriff	12/12/2016
21	None	Taser Holster	6	None	None	None	Fair	Sheriff	12/12/2016
21	None	Flashlight	1	Streamlight	SL20	SD378846	Broken-Non Op.	Sheriff	1/19/2017
22	None	Cordless Drill 18V	1	Milwaukee	2601-20	B28A008150615	Broken-Burnt Motor	Facilities	5/31/2016
22	None	Mini Hacksaw 12V	1	Milwaukee	2420-20	B56AD09032925	Broken-Burnt Motor	Facilities	5/31/2016
22	None	Mini Hacksaw 12V	1	Milwaukee	2420-20	B66DD12380859	Broken-Locked Gears	Facilities	5/31/2016
22	None	Impact Gun 18v	1	Milwaukee	2650-20	B55AD11141067	Broken-Burnt Motor	Facilities	5/31/2016
29	None	Coreless Tissue Adapte	25	Fort James	None	None	Good	Facilities	7/14/2016
29	None	Vacuum Cleaner Bags	5	Home Care	50-C	None	Good	Facilities	7/14/2016
29	None	Vacuum Cleaner Bags	28	Home Care	54-N	None	Good	Facilities	7/14/2016
29	None	Vacuum Filter Bags	7	Hoover	Type Y	None	Good	Facilities	7/14/2016
29	None	Vacuum Cleaner Bags	24	Vacuum Lined	Type Y	None	Good	Facilities	7/14/2016
29	None	Toilet Bowl Scrub Spon	30	None	None	None	Good	Facilities	7/14/2016
29	None	Pink Lotion Soap	13	Dermabrand	None	None	Good	Facilities	7/14/2016
29	None	Lotion Hand Soap	3	The Dial	None	None	Good	Facilities	7/14/2016
29	None	Vacuum Cleaner Bags	11	Micro Lined	Type A	None	Good	Facilities	7/14/2016
29	None	Vacuum Filtration Bags	20	Smart Choice	Type Y	None	Good	Facilities	7/14/2016
29	None	Disposable Vacuum Bag	39	DVC	Type A	None	Good	Facilities	7/14/2016
29	None	Commercial Vacuum Bag	3	Nilfisk	None	None	Good	Facilities	7/14/2016
29	None	Filter Bags	7	Oreck	Type CC	None	Good	Facilities	7/14/2016
29	None	Dust Bags	7	Eureka	Type SL	None	Good	Facilities	7/14/2016
29	None	Cup Holders	55	Solo	68R	None	Good	Facilities	7/14/2016
29	None	Washroom Shelf	5	McKinney	None	None	Fair	Facilities	7/14/2016
29	None	Double Roll Tissue Fixtu	5	Continental	None	None	Good	Facilities	7/14/2016
29	None	Toilet Paper Brackets	5	None	None	None	Good	Facilities	7/14/2016
29	None	Locking Double Roll Dis	11	San Jamar	None	None	Good	Facilities	7/14/2016
29	None	Steel Double Roll Dispe	1	Bobrick	None	None	Good	Facilities	7/14/2016
29	None	Double Fixed Rod Pape	1	Taymor	None	None	Fair	Facilities	7/14/2016
29	None	Washroom Station	1	None	None	None	Good	Facilities	7/14/2016
29	#12455	Floor Vacuum	1	Rug Boss	SC400	None	Fair	Facilities	7/14/2016
29	None	Toilet Paper Dispenser	1	Rollmastr	None	None	Fair	Facilities	7/14/2016
29	None	Roll Paper Dispenser	3	Tow/mastr	None	None	Fair	Facilities	7/14/2016
29	None	Roll Tissue Dispenser	1	Wisconsin Tissue	None	None	Good	Facilities	7/14/2016
30	None	Nikon Coolpix Camera	1	Nikon	I340	90071481	Broken	Sheriff	6/8/2017
30	None	Lexmark Printer	1	Lexmark	t640	790r0p9	Obsolete	Sheriff	6/8/2017
30	None	Floor Fan	1	Honeywell	h6141	0	Fair	Sheriff	6/8/2017
30	None	Index Unit	1	n/a	TP3800xlfh-EDI	0	Obsolete	Sheriff	6/8/2017
30	None	Metal Wheel Chair	1	n/a	n/a	n/a	Broken	Sheriff	6/8/2017
30	None	Brown Office Chair	1	Chair place	4834	n/a	Fair	Sheriff	6/8/2017
30	None	Safety Walker	1	Guardian Sunrise	n/a	n/a	Broken	Sheriff	6/8/2017
30	None	Protective Vest	3	Second Chance	n/a	n/a	Obsolete	Sheriff	6/8/2017
30	None	Vest Carriers	2	Second Chance	n/a	n/a	Broken	Sheriff	6/8/2017
30	None	Refrigerator	1	Haier	n/a	2001602373	Obsolete	Sheriff	6/8/2017
30	None	Plastic Cabinet	2	n/a	n/a	n/a	Broken	Sheriff	6/8/2017
30	None	Metal Cabinet	1	Tennsco	n/a	n/a	Broken	Sheriff	6/8/2017



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30	None	Wood Bench	2	n/a	n/a	Obsolete	Sheriff	6/8/2017
30	None	Metal Bunk Bed	1	n/a	n/a	Obsolete	Sheriff	6/8/2017
30	None	Shower Chair	1	n/a	500-3145	Obsolete	Sheriff	6/8/2017
30	None	Leg Braces	2	n/a	n/a	Fair	Sheriff	6/8/2017
30	None	Leg Boot	1	Agimore	n/a	Fair	Sheriff	6/8/2017
30	None	Arm Sling	2	Zimmer	n/a	Fair	Sheriff	6/8/2017
30	None	Metal Arm Splints	6	n/a	n/a	Fair	Sheriff	6/8/2017
30	None	Human Restraint Wrap	1	n/a	HUL-100	Fair	Sheriff	6/8/2017
30	None	AntiFreeze	5	n/a	n/a	Fair	Sheriff	6/8/2017
30	None	Small Motors	2	n/a	n/a	Obsolete	Sheriff	6/8/2017
30	None	Plexiglass doors with lo	2	None	None	Good	Motor Pool	6/15/2017
1	None	Small Computer Desk	1	None	None	Broken-Unstable	Social Services	6/8/2017
1	#11781	Double Computer Desk	1	Micro Centre	None	Fair	Social Services	6/8/2017
1	#11265	Large Desk	1	O'Sullivan	None	Fair	Social Services	6/8/2017
1	#2952	Rolling Computer Desk	1	None	None	Fair	Social Services	6/8/2017
1	#9862	Small Brown Storage D	1	None	None	Good	Social Services	6/8/2017
1	#12177	Brown Rolling Desk	1	Sauder	None	Fair	Social Services	6/8/2017
1	#12875	Brown Rolling Desk	1	None	None	Fair	Social Services	6/8/2017
1	#11488	Brown Rolling Desk	1	None	None	Broken-Miss. Wheels	Social Services	6/8/2017
1	#12544	Brown Rolling Desk	1	None	None	Broken-Miss. Wheels	Social Services	6/8/2017
1	None	Mobile Printer Workce	1	Fellowes	24600	Fair	Social Services	6/8/2017
2	#8410	2 Drawer File Cabinet-L	1	Anderson Hickey Co.	None	Good	Social Services	6/8/2017
3	None	Large Gray Table (6ft)	1	Premier	None	Broken-Bent Drawer	Social Services	6/8/2017
3	None	Table Dolly	1	None	None	Broken-Frame	Social Services	6/8/2017
3	None	Large Gray Table (6ft)	3	Premier	None	Good	Social Services	6/8/2017
4	None	Visitor Chair-Green	1	None	None	Good	Social Services	6/8/2017
4	#8359	Office Chair-Brown	1	ACCO	None	Broken-Unstable	Social Services	6/8/2017
4	#12633	Office Chair-Purple	1	Reimer's	None	Broken-Hydraulics	Social Services	6/8/2017
4	#11864	Office Chair-Blue	1	Global Upholstery	None	Broken-Unstable	Social Services	6/8/2017
6	IT#31050	#14698 Printer	1	Dell	69A7019	Broken-Error Messag	Social Services	6/8/2017
8	None	TV	1	Sanyo	3000cn	Broken-Error Messag	Social Services	6/8/2017
8	None	TV/DVD Player	1	Sylvania	D527590	Broken-Warped	Social Services	6/8/2017
8	#13765	VCR	1	Panasonic	6719DE	Good	Social Services	6/8/2017
10	None	Keyboard	1	Lite-On	PV-V4521	Fair	Social Services	6/8/2017
15	None	Black Suitcase	1	Rome	SK-6000	Broken-Missing Keys	Social Services	6/8/2017
120022	None	Husqvana Riding Mow	1	husqvana	None	Fair	Social Services	6/8/2017
None	None	Mower Trailer	1	calton	yth20k46	Good	Probation	6/14/2017
None	None	Golf Cart	1	Harley Davidson/AMF	4x6G	Good	Probation	6/14/2017
None	None	3 Wheeled Utility Vehic	1	Westcoaster	961	Fair-unknown running conditi	Airport	6/16/2017
None	None	String Trimmer	1	Shindanwa	525	Fair-unknown running conditi	Airport	6/16/2017
None	None	Airport Rotating Beaco	1	Manarco Inc	1000F	Fair	Airport	6/16/2017

ATTACHMENT A FY 16-17 GSA SURPLUS-EWASTE-PERSONAL PROPERTY LIST

VEHICLES & EQUIPMENT LISTING

UNIT#	YEAR	VIN	MODEL	LICENSE	ODOMETER	CONDITION	DATE PAPERWORK	DEPT
63	2002	36534	FORD F150	6X00102	97987	Poor, side head gasket leaking oil out the back	3/15/2017	MOTOR POOL
85	2006	86524	FORD F150	8N17164	124118	fair-no known issues, age & miles	6/8/2017	ACCNET
103	2005	33265	FORD CROWN VIC	1178044	138169	Poor-Paint peeling, a/c compressor noisy, front end shimmy	2/1/2017	MOTOR POOL
124	2010	82640	DODGE JOURNEY	6WGT827	92372	Poor-bad tranny codes pg760 -od solenoid control circuit	5/31/2017	MOTOR POOL
136	2008	96417	FORD RANGER	1301118	128408	Poor-paint chipped, right side head gasket, leaking coolant in valley	5/31/2017	MOTOR POOL
140	1999	33025	FORD EXPEDITION 4X4	1017818	154419	Poor-AC compressor bad, rear end noise	6/2/2017	MOTOR POOL
153	2000	28918	FORD RANGER	1036062	14180	Poor, paint chipping, possible head gasket, runs rough, loses coolant	6/2/2017	MOTOR POOL
193	2002	53777	CHEVY TAHOE	1107903	174630	Poor, a/c problem, blend door actuators bad	8/7/2016	MOTOR POOL
502	1994	6184130	INGERSOL RAND COMPRESSOR	SE474781	N/A	GOOD	5/25/2017	PWHE
507	1988	1081416	JONES EMULSION SPRAYER	860174	N/A	FAIR	5/25/2017	PWHE
730	1980	21747	FORD-LOADER DW312R	SE317030	N/A	GOOD	4/11/2017	PWHE
851	1992	23185	FORD F350	367461	133575	Poor-Miles, Clutch Fan & air pump	3/28/2017	AG
855	1997	86013	JEEP CHEROKEE	1107916	148425	Poor-Exhaust manifold cracked needs tune up & tires	1/3/2017	SOCIAL SVCS
1130	2013	72348	FORD EXPORER	1306834	132733	WRECKED	10/26/2016	MOTOR POOL

Resol

**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:	
07/11/17	

To: Board of Supervisors

Date: July 3, 2017

From: Jon Hopkins, Director Phone Ext. X759

(Department Head - please type)

Department Head Signature [Signature]

Agenda Title: Resolution accepting the work completed for the ITB 17-07 Pine Grove Town Hall Exterior Painting Project.

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Color Chart, Inc. has completed the replacement of 1000 sq. ft. of siding and painting of the exterior of the Pine Grove Town Hall. In order to close out this project the following process should be done. The Board should accept this work and authorize the GSA Director to sign and record a Notice of Completion, at which time a period of thirty (30) days is allowed for vendors, suppliers and subcontractors to file liens or stop notices. If no liens or stop notices are served within the thirty (30) days, then the Board should authorize the Board Chairman to sign the Agreement and Release of Claims and authorize the Director of General Services Administration to release retention and final payment to the contractor.

Recommendation: 1.) Accept the work of Color Chart, Inc. for Bid 17-07 Pine Grove Town Hall Exterior Painting Project and; 2.) authorize the GSA Director to sign and record a Notice of Completion and; 3.) authorize the Board Chairman to sign the Agreement and Release of Claims form if no liens or stop notices have been served within the thirty (30) day period at which time authorize the GSA Director to release retention and final payment to the contractor.

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

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: Notice of Completion, Resolution and copy of the Agreement and Release of Claims form attached.

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel [Signature]  
 Auditor JOR GSA Director [Signature]  
 CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
GSA-Jon Hopkins; County Counsel-Greg Gillott; Audit-Tacy Oneto Rouen; Risk Management

**FOR CLERK USE ONLY**

Meeting Date 7-11-17 Time \_\_\_\_\_ Item # 3D

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.
	Department _____	
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

Save

# GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: [jhopkins@co.amador.ca.us](mailto:jhopkins@co.amador.ca.us)



## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *JH*

**DATE:** May 16, 2017

**SUBJECT:** Bid 17-07 Pine Grove Town Hall Exterior Painting Project

**Background:** On Thursday, May 23, 2017 the Board awarded to Color Chart Inc. for the Pine Grove Town Hall Exterior Painting Project in the amount of \$49,000.00. This contractor has completed all work and now seeks final payment

**Subject or Key Issue:** Approving a Notice of Completion and close out documents including the Agreement and Release of Claims.

**Analysis:** California Civil Code Section 8182 requires a Notice of Completion (NOC) be recorded within 15 days after completion of the work or improvement. The purpose for filing a NOC is to trigger the time period for the filing of mechanics liens and service of stop payment notices. Although the recording of an NOC is not required, it is important to limit exposure to claims if it is not filed. Upon recordation of a NOC, a 30 day period begins where subcontractors, material suppliers and equipment lessors can file a lien or stop notice if they have not been paid by the prime contractor; 60 days for the prime. If a NOC is not recorded, subcontractors, material suppliers and equipment lessors can file a lien or stop notice up to 90 days following the completion of work. The Challenge is making sure the NOC is filed timely because Public Contract Code Section 7107 requires the retention be paid to the prime within 60 days after completion of the work or improvement; hence this requirement increases financial exposure to the County if a NOC is not filed within 15 days allowing subcontractors, material suppliers and equipment lessors to file a lien or stop notice after the prime has been paid in full. The Agreement and Release of Claims also protects the County from the prime filing a claim following the NOC period.

**Alternatives:** None are recommended

**Fiscal or Staffing Impacts:** Copies of the recorded NOC must be given within 10 days to the prime and any claimant that has given a 20 day Preliminary Notice to the County or the NOC becomes ineffective; no 20 day Preliminary Notices were filed.

**4/5ths vote:** N/A

---

**Recommendation:** 1.) Accept the work of Color Chart, Inc. for Bid 17-07 Pine Grove Town Hall Exterior Painting Project and; 2.) authorize the GSA Director to sign and record a Notice of Completion and; 3.) authorize the Board Chairman to sign the Agreement and Release of Claims form if no liens or stop notices have been served within the thirty (30) day period at which time authorize the GSA Director to release retention and final payment to the contractor.

cc: Chuck Iley, County Administration Officer  
File

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

**IN THE MATTER OF:**

**RESOLUTION ACCEPTING THE  
PINE GROVE TOWN HALL EXTERIOR PAINTING PROJECT  
AS COMPLETE.**

**RESOLUTION NO. 17-XXXX**

WHEREAS, **Color Chart, Inc.** has completed the exterior painting and replacement of 1000 sq. ft. of siding at the **Pine Grove Town Hall at 19889 State HWY 88 in Pine Grove, California.**

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby accept the work by **Color Chart, Inc.** for the exterior painting and replacement of 1000 sq. ft. of siding at the **Pine Grove Town Hall** as complete.

BE IT FURTHER RESOLVED by said Board that the General Services Administration Director is authorized to sign and record a Notice of Completion for the above-referenced project;

BE IT FURTHER RESOLVED by said Board that, if no liens or Stop Notices are served within thirty days of such recordation, then the Board Chairman is authorized to sign the Agreement and Release of Claims attached hereto, at which time the Director of General Services Administration is authorized to release retention and final payment to the Contractor.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting held thereof on the 11<sup>th</sup> day of **July, 2017** by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**Chairman, Board of Supervisors**

**ATTEST:**

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

Recording Requested By and  
When Recorded Return To:

Amador County General Services Administration  
Attention: Jon Hopkins  
12200-B Airport Road  
Jackson, CA 95642

Space Above for Recorder's Use Only

NOTICE OF COMPLETION  
COUNTY OF AMADOR

NOTICE IS HEREBY GIVEN of the completion of a Work of Improvement as follows:

Date of completion: June 27, 2017.

Name and address of the Owner: County of Amador, 810 Court Street, Jackson , CA 95642.

Nature of the interest or estate of the Owner: Ownership in fee simple.

Description of the Site: Pine Grove Town Hall at 19889 State HWY 88, Pine Grove, CA.  
(A.P.N. 030-191-008-000)

Name and address of the contractor for the above Work of Improvement: Color Chart, Inc., 152 Acacia Ave., San Bruno, CA 94066-5419.

(If this Notice is given for completion of a contract for only a portion of the Work of Improvement)

General statement of kind of work done or materials furnished: Replacement of 1000 sq. ft. of siding and painting the exterior of the building.

Date: \_\_\_\_\_

COUNTY OF AMADOR,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Jon Hopkins, General Services Administration Director

VERIFICATION

I, Jon Hopkins, declare as follows:

I am the General Services Administration Director of the County of Amador, and I have been authorized to make this verification on its behalf. I have read the foregoing Notice of Completion and know the contents thereof. The same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct and that I have executed this Verification on \_\_\_\_\_, 20\_\_ in Jackson, California.

COUNTY OF AMADOR,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Jon Hopkins, General Services Administration Director

ATTACHMENT "B"

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this 11th day of July, 2017, by and between the County of Amador ("County"), and Color Chart, Inc., whose place of business is at 152 Acacia Ave., San Bruno, CA 94066.

RECITALS

- A. On May 23rd, 2017, County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") constituting of replacing 1000 square feet of siding and painting the exterior of the Pine Grove Town Hall.
B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between County and Contractor as follows:

AGREEMENT

- 1. Contractor will not be assessed damages except as detailed below:

Table with 2 columns: Item, Amount. Rows include Original Contract Sum (\$49,000.00), Modified Contract Sum (\$49,300.00), Payment to Date (\$46,835.00), Damages (\$0.00), and Payment Due Contractor (\$2,465.00).

- 2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of Two Thousand, Four Hundred, Sixty-five Dollars and no Cents (\$2,465.00) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.

- 4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Table header with 4 columns: Claim No., Date Submitted, Description of Claim, Amount of Claim.

N/A

- 5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.

- 6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims.
8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:
 

A general release does not extend to claims, which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

**\*\*\* CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING \*\*\***

COUNTY OF AMADOR

CONTRACTOR:

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

BY: George Tujas Principal

Name: (please print) George Tujas

APPROVED AS TO FORM:  
GREGORY GILLOTT

Title: Vice President

BY: \_\_\_\_\_  
County Counsel

ATTEST:

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

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



# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 06/20/2017

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

Phone Ext. 412

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

Meeting Date Requested:

07/11/17

Department Head Signature Melissa Cranfill

Agenda Title: Ever Well Health Systems LLC and Amador County Behavioral Health Agreement

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 this agreement with Ever Well Systems LLC. This contractor provides a Psychiatric Residential facility that is one of multiple sources needed for beds for our Conserved clients.

This agreement updates the term, the CAP is reduced to \$50,000

Recommendation/Requested Action:

**Approval of Agreement**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

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? Name \_\_\_\_\_ N/A

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

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

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GC

Auditor JOR GSA Director Hop

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

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

Please return two original Agreements to Angie Grau in BH.

### FOR CLERK USE ONLY

Meeting Date 7-11-17 Time 9 a.m. Item # 4A

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

# BEHAVIORAL HEALTH DEPARTMENT

---

10877 Conductor Boulevard, Suite 300 • Sutter Creek, CA 95685 •  
Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



To: Board of Supervisors

From: Melissa Cranfill, Behavioral Health Director *ml*

Date: June 20, 2017

RE: Agreement with Ever Well Health Systems for Fiscal Year  
2017-2018

## Background:

The State of California has mandated that County Mental Health Departments must provide residential treatment services to individuals with severe and persistent mental health conditions, who are in need of treatment and are unable to care for themselves in an independent living situation and require a facility that provides psychiatric care in a home environment.

## Key Issue:

If it is determined that an Amador County Behavioral Health or LPS Conserved client is diagnosed as chronically mentally ill and require a higher level of care that cannot be provided on an outpatient basis at Amador County Behavioral Health, a placement is necessary to provide long term support and care in order to develop independent living skills. Amador County Behavioral Health needs to contract with multiple residential treatment facilities due to limited bed space available for placement throughout California.

Staff analysis:

Amador County does not have a residential treatment facility in Amador County. Contracting with multiple facilities is needed in order to find an open bed space for placement.

Contracting with this facility will also reduce the daily rate and provides financial savings.

Effect if BOS decides to disapprove:

Individuals will not have a timely placement and will increase costs due to paying the higher daily rate.

Recommendation/Request:

Approve the FY 17-18 Agreement with Ever Well Health Systems

PROFESSIONAL SERVICES AGREEMENT

Contractor: Ever Well Health Systems, LLC  
Description: Residential Mental Health Services  
Department: Amador County Health and Human Services  
Division: Amador County Behavioral Health Services  
Cost Coding: Amount: \$50,000  
Agreement Term: July 1, 2017 through June 30, 2018

THIS AGREEMENT is made and entered into by and between Amador County (hereinafter referred to as "County"), and Ever Well Health Systems, LLC (hereinafter referred to as "Contractor").

WHEREAS, County, through its Mental Health Plan , is responsible for operating a mental health program to provide specialized mental health services to adults with severe mental illness which includes referral to licensed residential care facilities as defined in § 1502 of the Health and Safety Code; and

WHEREAS, County has need for such adults to receive social support services to improve their functioning and health during their term of residence in the licensed residential care facilities; and

WHEREAS, County is authorized by Government Code § 23004 to enter into Agreements as necessary for the exercise of its powers; and

WHEREAS, County is authorized by Government Code § 31000 to enter into Agreements with persons specially trained, experienced, expert and competent to perform special services; and WHEREAS, Contractor is licensed to operate an adult residential facility including such other locations that are duly licensed, insured and opened subsequent to the effective date of this agreement and noted in exhibits to be added to this agreement reflecting all relevant information and is authorized by the California Department of Social Services to provide care and supervision to mentally disordered adults; and WHEREAS, in the judgment of County, it is necessary and desirable to employ Contractor to perform the described services; and

NOW, THEREFORE, County and Contractor agree as follows:

## 1. DESCRIPTION OF SERVICES

- 1.1. Contractor's Specified Services: Contractor shall perform the services described in Exhibit A: Description of Services attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A: Description of Services. In the event of any conflict between any provisions of this Agreement and any Exhibit(s) to this Agreement, the provision that requires the highest level of performance from the Contractor for the County's benefit shall prevail.
- 1.2. Cooperation with County: Contractor shall cooperate with County and County staff in the performance of all work under this Agreement. Contractor shall sign a separate Business Associate Agreement as required by Federal Law for said services provided.
- 1.3. Performance Standard: Contractor shall perform all work under this Agreement in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor agrees to provide all services under this Agreement in accord with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accord 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 the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 7; or (d) pursue any and all other remedies at law or in equity.

## 2. COMPENSATION AND PAYMENT

- 2.1. Total Compensation: For the services described in Section 1 above, and subject to the condition that the specified task has been completed as set forth in Section 1.3 above, Contractor shall be compensated at the rates set forth in Exhibit B: Rates, attached hereto

and incorporated herein by this reference provided, however, the total amount of compensation to be paid Contractor for the services described in Section 1 shall not exceed Fifty Thousand dollars (\$50,000) as detailed in Exhibit B: Rates.

2.2. Expense Reimbursement: Contractor shall not be entitled to reimbursement for any expenses other than those described in Section 1 above and as identified in Exhibit B: Rates.

2.3. Overpayment: If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of overpayment against future payments owed to Contractor under this Agreement or any other Agreement.

### 3. TERM

3.1. Term: The term of this Agreement shall be from July 1, 2017 through June 30, 2018 unless terminated earlier as set forth in Section 7: Termination and Severability. The term of this Agreement may only be extended upon written mutual consent of both parties as set forth in Section 23: Amendment.

3.2. Deliverables: All deliverables and products of this Agreement shall be completed and submitted to the County as set forth in Exhibit A: Description of Services.

### 4. PAYMENT

4.1. Invoice: Not more frequently than monthly, Contractor shall submit invoices to County, no later than the tenth (10th) of the month for the preceding month. Invoicing shall be consistent with Exhibit B: Rates. Client name, dates of services, services provided, and total amount of expenditures to be reimbursed shall be detailed on invoice.

4.2. Payment: Unless otherwise stated in this Agreement, upon submittal of an invoice as set forth in Section 4.1. above, payment shall be within thirty (30) days of receipt of Contractor's invoices provided Contractor submits complete invoices. Payment shall only be made upon the satisfactory completion of the services as determined by the County. Contractor shall send all invoices to the following address

Amador County Behavioral Health\_\_\_\_\_

Attention: \_\_Fiscal Department\_\_\_\_\_

10877 Conductor Blvd. Suite # 300

Sutter Creek CA 95685

5. REPRESENTATIVES AND NOTICE

5.1. Address: All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective address as follows:

Contractor: Ever Well Health Systems,  
LLC Attention: Christopher  
Zubiate, MSW  
391 Front Street, *STE E.*  
Grover Beach, CA 93433

County: Amador County Behavioral Health  
10877 Conductor Blvd. Suite 300  
Sutter Creek CA 95685

Attention: Melissa Cranfill, LCSW

Behavioral Health Director

5.2. Facsimiles: In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor: (805) 556-4045

County: (209) 223-0940

Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

- 5.3. Effective Date: All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

## **6. CONDITIONS SUBSEQUENT / NON-APPROPRIATION OF FUNDING**

The services and compensation received by County and Contractor pursuant to this Agreement are based on the continued receipt of funding for this purpose. In the event that funding is terminated, in whole or in part, for any reason, this Agreement and all obligations of the parties arising from this Agreement may be terminated. County agrees to inform Contractor no later than ten (10) calendar days after receiving notification that funding will be terminated and provide the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to County within ten (10) calendar days of the final date for which funding is available.

## **7. TERMINATION AND SEVERABILITY**

- 7.1. At any time, without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) calendar days' notice to Contractor. Effective on the date of termination, County shall have no further liability to Contractor other than for payment of actual costs incurred for services provided under this Agreement prior to the date of termination and not previously paid by County. Payment shall be limited to actual, reasonable, and verifiable costs incurred by Contractor in the performance of services prior to the termination date.
- 7.2. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, both Parties shall be relieved of all obligations arising under such provision and the remainder of this Agreement shall not be affected by such declaration or finding and each provision not so affected shall be enforced to the fullest extent permitted by law.

## **8. INDEMNIFICATION**

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to defend and indemnify, hold



harmless, and release County, its elected representatives, officers, agents, and employees, from and against any actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including reasonable attorney fees), of any kind or nature, that may be asserted by and person or entity, including Contractor, that arise out of, pertain to, or related to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This Indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

## 9. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- 9.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 9.2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 9.3. Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Contractor provides written verification it has no employees.)

- 9.4. Professional Liability: (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 9.5. 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 the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
- 9.6. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
- 9.6.1. Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
- 9.6.2. Primary Coverage: For any claims related to this Agreement, the Contractor's General Liability insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 9.6.3. Commercial General Liability 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 agrees to obtain any endorsement that may be necessary to affect 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.

- 9.6.4. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- 9.6.5. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 9.6.6. Claims Made Policies: If any of the required policies provide coverage on a claims• made basis:
- 9.6.6.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - 9.6.6.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - 9.6.6.3. 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 five (5) years after completion of contract work.
- 9.6.7. Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 9.6.8. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

**9.6.9. Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **10. RIGHT TO AUDIT, INSPECT AND COPY RECORDS**

Contractor agrees to permit County and any authorized State or Federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement.

## **11. CONFIDENTIALITY**

Contractor agrees to protect the rights of consumers and shall comply with applicable laws and regulations, including but not limited to California W & I Code § 5328; and 45 Code of Federal Regulations, (C.F.R.) § 205.50; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164 regarding the confidentiality of patient information.

Contractor shall not use identifying information for any purpose other than carrying out the obligation under this contract. Contractor shall not disclose, except as otherwise specifically permitted by the contract, or authorized by the client/patient, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information shall include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual. Contractor agrees to comply with the provisions of Public Law 104-191, known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA).

## **12. ETHICS AND STANDARDS OF CONDUCT**

Contractor agrees to adhere to ethical standards. These standards shall include compliance with state and federal regulations for safeguarding client information. Contractor agrees to written policies and procedures that ensure compliance with ethical standards of conduct.

Every reasonable course of action shall be taken by Contractor in order to maintain the integrity of the expenditure of public funds to avoid favoritism and questionable or improper conduct. Contractor must attest that he or she has not been convicted of fraud or misappropriation of funds.

Furthermore, this Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor shall not solicit or accept money or any other consideration with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement. County, by written notice to Contractor, may terminate this Agreement if it is found that gratuities were offered or given by Contractor with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement, provided that the existence of the facts upon which the County makes such findings may be reviewed in any competent court.

In the event this Agreement is terminated as provided in the paragraph above, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by County in providing such gratuities to any such officer or employee.

## **13. CULTURAL COMPETENCY**

"Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing services that enables that system, agency or those persons providing services to work effectively in cross-cultural situations. Contractor shall use professional skills, behaviors, attitudes and policies in his/her services that ensure his/her services, or those utilizing his/her services, shall work effectively in a cross cultural environment.

#### **14. SERVICE QUALITY AND IMPROVEMENT**

Contractor shall perform these services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by each profession. Contractor shall comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations in performing its services.

#### **15. NOTIFICATION TO COUNTY**

Contractor shall notify County of all unusual or actual incidents (suspected abuse, injuries, deaths, etc.) affecting County clients within twenty-four hours (24) of occurrence and provide County with a copy of all investigation reports concerning incidents and the disposition of, or corrective action taken to resolve the complaint.

#### **16. NONDISCRIMINATION IN EMPLOYMENT**

Contractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of Contractor or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

#### **17. NON-DISCRIMINATION IN SERVICES AND BENEFITS**

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or

any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

#### 18. LICENSE AND PERMITS

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, and all other appropriate governmental agencies to provide agreed upon services. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Contractor shall have in effect and shall maintain appropriate licensure during the term of this Agreement, if applicable.

#### 19. CONFLICT OF INTEREST

19.1. Applicable Law: Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, § 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with § 1090, and Chapter 7 of Title 9 of said Code, commencing with § 87100 including regulations promulgated by the California Fair Political Practices Commission.

19.2. Covenant: Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, Contractor will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

19.3. Notification: Contractor agrees that if any fact comes to its attention, which raises any

question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform County and provide all information needed for resolution of the question.

## 20. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## 21. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the County. If any portion of the services required of Contractor is subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractor(s).

## 22. STATUS OF CONTRACTOR

22.1. Independent Contractor: It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

22.2. No Agency: It is further understood and agreed by all the parties hereto that (1) except as specifically authorized by this Agreement, neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as



an agent; and (2) neither Contractor nor Contractor's assigned personnel shall have any right to bind the County to any obligation whatsoever.

- 22.3. Taxes: It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

## 23. AMENDMENT

Notwithstanding any of the provisions of this Agreement, the parties may mutually agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

## 24. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

## 25. ADDITIONAL PROVISIONS

- 25.1. No Waiver: Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be or have the legal effect of, a waiver in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.
- 25.2. No Third Party Beneficiaries: Except where specifically stated otherwise in this Agreement, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other person (including corporate) which might be affected by the performance or non-performance of this

Agreement, nor do the parties hereto intend to convey to anyone any legitimate claim of entitlement with the meaning and rights that phrase has been given by case law.

## **26. APPLICABLE LAW AND VENUE**

In the performance of the services required by this Agreement, Contractor shall take reasonable care to comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties there under and hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provisions of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Amador County, unless the parties agree otherwise or are otherwise required by law. Contractor shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes, laws, and regulations that pertain to health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor.

## **27. CAPTIONS**

The captions in this Agreement are solely for convenience of reference. They are not a part of this

Agreement and shall have no effect on its construction or interpretation.

## **28. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the County and Contractor and supersedes all prior negotiations, representations, or Agreements, whether written or oral. In the event of

a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

**IN WITNESS THEREOF** the parties hereto execute this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

County of Amador

Contractor

By \_\_\_\_\_

Richard Forster  
Board of Supervisors

By  \_\_\_\_\_

Christopher Zubiate, MSW  
President and CEO

Approved as to Legal Form

Office of the County Counsel  
County of Amador

Attest:

Jennifer Burns, Clerk of the  
Board of Supervisors:

By  \_\_\_\_\_

Gregory Gillott  
County Counsel

By: \_\_\_\_\_

## EXHIBIT A: DESCRIPTION OF SERVICES

Contractor: Ever Well Health Systems, LLC

Description: Residential Mental Health Services

Department: Health and Human Services Agency

Division/Program: Behavioral Health Services - Mental Health Program

Cost Coding: Amount: \$50,000

Agreement Term: July 1, 2017 through June 30, 2018

### 1. SERVICES

Contractor shall provide a broad range of services in an niched, structured environment focused on each resident's specific needs and interests. Services shall be designed to enhance basic living skills, improve social functioning, allow for training opportunities within the community, and for participation in out-of-home activities, in an effort to normalize each resident's lifestyle. Such services are intended to help each resident reach and maintain his/her highest level of functioning resulting in reintegration into the community. A schedule of these services shall be developed each month outlining daily routines and opportunities. In addition, Contractor shall develop an Individual Program Plan for each resident to target specific independent living skills and goals. The Individual Program Plan shall be focused on measurable goals and specific activities to be provided by Contractor to assist each resident in reaching the goals in the plan. Contractor shall:

- A. Provide room and board.
- B. Provide or arrange transportation to day programs, community events, recreational activities, and medical appointments.
- C. Provide organized, educational opportunities such as budgeting training, communication skills, nutrition/meal planning, and substance abuse awareness.
- D. Ensure that each resident is given the opportunity to attend and participate in community activities including, but not limited to, local worship services and activities, and community activities and events (i.e., ball games, dances, plays).

- E. Encourage/facilitation of each resident in taking increasing responsibility for his/her own treatment by supporting self-established goals and the use of support and treatment systems.
- F. Assist each resident with socialization and group activities to enhance problem-solving skills, self-disclosure, social and family relationship skills, and appropriate expression of feelings.
- G. Establish peer and family support to promote proactive roles within the facility as well as with family.
- H. Provided organized recreation events and community outings to help each resident with the development of leisure skills and improve social functioning.
- I. Provide case management services to provide linkage to community resources, care coordination with primary medicine and mental health case managers, and monitoring of health conditions.
- J. Assist each resident with his/her medication regiment and communications with the psychiatrist.
- K. Assist each resident in the development of personal hygiene, grooming, dressing, and household living skills.
- L. Provide close supervision of, and intensive interactions with, each resident who requires management of difficult behaviors, consistent with the Individual Treatment Plan.
- M. Provide 24 hour on-site coverage.
- N. Contractor's employees shall participate in trainings as required for maintaining licenses as a board and care facility.
- O. Maintain documentation on all County clients.
- P. Levels of Treatment are to be arrived at mutually between the County and Contractor.

Levels of treatment or client profiles may be defined as follows:

- a. Level 1 includes individuals with a major mental health condition who have been residing in community settings but need supportive services and who would benefit from 6-8 months of Contractor integrated care model to restore health and function. Chronic

disease may be present but conditions are well controlled with medication and no Restricted Health Condition Plan is required. Client discharge to independent living and/or Full Service Partnership (FSP) should be expected.

- b. Level II includes individuals with a major health condition who have been residing in the community, secured settings, or locked settings but are ready for a less restrictive environment, and would benefit from 6-8 months of Contactor integrated care model in order to progress to lower levels of care to restore health and function. Chronic disease is present and may or may not be controlled with medication or lifestyle support. A Restricted Health Condition Plan is required. Client discharge to licensed care or intensive community supportive \ care management setting should be expected.
- c. Level III is for residents with severe mental health and medical issues. This level of care typically requires one-to-one supervision for a period of time to stabilize the client's medical and psychiatric conditions and often requires more intensive physical, occupational and/or speech therapy than required for Level I or level II residents.
- d. Community Living includes clients with a major mental health condition that have been residing previously in structured, supported services settings and can demonstrate improved health and function. Chronic disease may also be present, but the condition(s) are well-controlled with medications and/or lifestyle supports and no Restricted Health Condition Plan is required. Discharge to independent living is the preferred condition for most Community living residents.

## **2. OUTCOMES**

It is expected that Contractor will meet the following outcomes:

- 2.1. The number of County clients re-admitted to higher level placements will be reported to County to assess the long-term effectiveness of Contractor's programs.
- 2.2. The number of County clients discharged to lower level placements will be reported to County to assess the long-term effectiveness of Contractor's programs.

## **3. CRITERIA FOR RECEIPT OF SERVICES**

The program is specifically directed toward adults with severe psychiatric conditions. All clients admitted to Contractor's programs are first screened and referred by County's Case Manager, and authorized to receive services by County's designated Site Approval Team. Additional screening and evaluation are performed by Contractor's staff prior to admission to these

programs. Contractor must provide a Treatment Plan for all specialty outpatient mental health services to all County clients. Contractor shall provide additional assistance and monitoring for clients with issues affecting the management of their severe symptomology and functional impairments. The program shall also monitor any on-going medical issues through collaboration with healthcare providers.

#### **4. DISCHARGE CRITERIA AND PLANNING**

Discharge planning is the shared responsibility of Contractor and County. Contractor shall contact County immediately if there are emergency discharges. Contractor shall hold a discharge planning conference with County staff 60 days prior to intended discharge date. These conferences will be reviewed at monthly residential subcommittee meetings. Contractor's discharge planning shall include appropriate community mental health and/or social services agencies for post-discharge services. Treatment summaries of services that have been provided to patients shall be made available by Contractor to agencies providing post-discharge services and who are authorized by State law to receive such information.

#### **5. AUGMENTED SERVICES**

Augmented services provided, such as extraordinary staffing requests, residents requiring special medical attention waivers or treatments, and other enhanced services may be negotiated on an individual basis.

#### **6. TRANSPORTATION SERVICES**

Transportation charges are not for routine or local transportation. Transportation services are for transport of County clients to specialty medical care (i.e., dialysis), or court hearings only. Transportation services shall be preauthorized by the County Deputy Director of Health and Human Services.

#### **7. MEDICATION SUPPORT SERVICES**

Daily dispensing of medications is a non-billable service included in the residential rate.

#### **8. DEFINITION OF CLIENT DAY**

A client day shall commence at 12:01 AM of each calendar day. A client day shall include any part of a day, whether the County's client is present for the full day or any part of a day in Contractor's facility.



**9. BED  
HOLD**

When a client's symptoms escalate to the point he/she cannot be managed at this level of care, and requires treatment in an acute psychiatric inpatient facility, the client shall be allowed a seven (7) day bed hold. The seven (7) day bed hold shall also be instituted should a client need a brief stay in an acute medical inpatient facility for physical health needs. The base rate for bed holds is forty-five dollars (\$45) per client day and is incorporated into the Level I and Level II rates as identified in Exhibit B: Budget.

The County Deputy Director of Health and Human Services may authorize an extension of the seven (7) Day bed hold provided the following criteria are met:

- 9.1. If a client requires treatment for a brief period on an acute basis at a hospital, inpatient medical facility, or psychiatric inpatient facility, Contractor shall allow the client a seven (7) day bed hold. County reserves the right to cancel the seven (7) day bed holds within its discretion. Should a client require such care, Contractor shall notify the County of this need within 24 hours.
- 9.2. The County Deputy Director of Health and Human Services may authorize an extension of the seven (7) day bed hold if there is reasonable cause to believe that the client will be released from the heightened level of care within a reasonable amount of time. No bed hold or other expenditures for the client are authorized by this Agreement after the seven (7) day bed hold has expired unless the County Deputy Director of Health and Human Services has notified the Contractor in writing of the decision to extend the hold.
- 9.3. The daily rate for paying Contractor under this Agreement shall be the base daily rate for any day in which there is a bed hold under the provisions of this section.

## **10. DISCHARGES**

- 10.1. Non-Emergency Discharges: The County shall provide a minimum of 48 hours for all planned, non-emergency discharges. The discharge notice will be given to the Admissions and Discharge Coordinator or designated person. For notices that are less than 48 hours (non-emergency) the County shall pay the daily rate equivalent to that time.
- 10.2. Emergency Discharges: Emergency discharges shall consist of acute hospitalization, both medical and psychiatric. These may be bed holds when mutually agreed upon or when the Criteria listed in Section 9. Bed Holds above are met. County understands that Contractor strongly recommends that all those either going to jail or having gone AWOL are placed on at least 48 hour bed hold, unless it is determined that the client will not be returning to the facility.

EXHIBIT B:  
RATES

Contractor: Description: Department: Division/Program: Cost Coding:  
Agreement Term:

Ever Well Health Systems, LLC

Residential Mental Health Services

Amador County Health and Human Services Agency

Amador County Behavioral Health Services - Mental Health

Amount: \$50,000

In consideration of Contractor providing the services detailed in Exhibit A:  
Description of Services to County clients, Contractor shall charge in accordance  
with the rates below.

Level I Services	\$150 per Client Day
Level II Services	\$175 per Client Day
Level III	\$218 per Client Day
Community Living	\$75 per Client Day
Transportatio n	\$ 60 plus mileage at the current County rate
Bed Hold	\$ 45 per Client Day

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/20/2017

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

Phone Ext. 412

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

Meeting Date Requested:

07/11/17

Department Head Signature Melissa Cranfill

Agenda Title: Davis Guest Home and Amador County Behavioral Health 1st Amendment FY 2017-2018

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 this 1st amendment with Davis Guest Home to provide a residential care facility to Amador County psychiatric adult clients.

This agreement changes the term, the CAP has increased by \$50,000 due to additional clients have been placed in this facility. Monthly rates have increased by \$12.00

Recommendation/Requested Action:

Approval of the 1st Amendment

Fiscal Impacts (attach budget transfer form if appropriate)

budgeted ✓

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

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

Committee Review?

N/A

Name \_\_\_\_\_

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GC

Auditor YOR

GSA Director Up

CAO \_\_\_\_\_

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

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

Please return two Amendments to Angie Grau in Behavioral Health.

### FOR CLERK USE ONLY

Meeting Date 7-11-17

Time \_\_\_\_\_

Item # 4b

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

# BEHAVIORAL HEALTH DEPARTMENT

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10877 Conductor Boulevard, Suite 300 • Sutter Creek, CA 95685 •  
Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



To: Board of Supervisors

From: Melissa Cranfill, Behavioral Health Director *MC*

Date: June 20, 2017

RE: First Amendment with Davis Guest Home for Fiscal Year 2017-2018

## Background:

The State of California has mandated that County Mental Health Departments must provide residential treatment services to individuals with severe and persistent mental health conditions, who are in need of treatment and are unable to care for themselves in an independent living situation and require a facility that provides psychiatric care in a home environment.

## Key Issue:

If it is determined that an Amador County Behavioral Health or LPS Conserved client is diagnosed as chronically mentally ill and require a higher level of care that cannot be provided on an outpatient basis at Amador County Behavioral Health, a placement is necessary to provide long term support and care in order to develop independent living skills. Amador County Behavioral Health needs to contract with multiple residential treatment facilities due to limited bed space available for placement throughout California.

Staff analysis:

Amador County does not have a residential treatment facility in Amador County. Contracting with multiple facilities is needed in order to find an open bed space for placement.

Contracting with this facility will also reduce the daily rate and provides financial savings.

Effect if BOS decides to disapprove:

Individuals will not have a timely placement and will increase costs due to paying the higher daily rate.

Recommendation/Request:

Approve the FY 17-18 First Amendment with Davis Guest Home

## FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of \_\_\_\_\_, 2017 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and LONNY DAVIS, individually and d.b.a. DAVIS GUEST HOME, INC., a California corporation

### RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of October 25, 2016, whereby Contractor agreed to provide services upon the terms and conditions set forth in the Original Agreement.

B. County and Contractor desire to modify the Original Agreement as set forth in this First Amendment. The Original Agreement, as amended by this First Amendment, shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4, entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effect through June 30, 2018.

2. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this First Amendment is substituted in its place:

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

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

COUNTY OF AMADOR

Contractor  
LONNY DAVIS, individually and d.b.a.  
DAVIS GUEST HOME, INC., a California  
corporation

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

BY:  \_\_\_\_\_  
LONNY DAVIS

Federal I.D. No.: 94-2532667

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 B- Fee Schedule**

**Fiscal Year 2017-2018 Rate Sheet**

**Transitional Rate Program/Services:**

\$ 1,026.37 SSI \*

\$ 1,046.37 SSI/SSA\*

\$ 102.00 Daily Patch Rate

\*The resident's SSI/SSI monthly residential board and care rate is currently \$1,026.37/\$1,046.37 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California).

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement; all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

In Special Situations Davis Guest Homes may require an adjustment to the daily rate based Upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates are \$117.00 for higher acuity and \$127.00 for private rooms.

County shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) of non-medical leave days and not more than (10) days of medical leave upon prior notification by contractor.

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and /or amount owed. The clients SSI or

SSI/SSA monthly residential board and care rate is currently \$1,026.37 per month for a client who receives one check and \$1046.37 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement.'

County shall pay Contractor with (30) days of receipt of an approved invoice

This contract shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) during  
Fiscal Year 2017-2018

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: June 27, 2017

*Agenda*

From: Connie Vaccarezza, Public Health Director  
(Department Head - please type)

Phone Ext. 677

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

Meeting Date Requested:  
July 11, 2017

Department Head Signature Connie Vaccarezza

Agenda Title: Approval of the Annual Agreement with Mountain Valley Emergency Medical Services Agency

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

Approve the Annual Agreement between Amador County and Mountain Valley Emergency Medical Services Agency for FY 2017-2018 to provide Local EMS Agency services for Amador County.

Recommendation/Requested Action:

Approve Annual Agreement with Mountain Valley Emergency Medical Services Agency

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

Comments:

Committee Review?

N/A

Name \_\_\_\_\_

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel GC

Auditor JOR

GSA Director HOP

CAO \_\_\_\_\_

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

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

1 original copy to Debbie in Public Health to send to MVEMSA

### FOR CLERK USE ONLY

Meeting Date

7-11-17

Time \_\_\_\_\_

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 \_\_\_\_\_

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 \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

of \_\_\_\_\_

# Amador County Public Health Department

10877 Conductor Blvd. Suite #400  
Sutter Creek, California 95685  
Voice (209) 223-6407  
Fax (209) 223-1562



## MEMORANDUM

**To:** Amador County Board Clerk

**From:** Connie Vaccarezza, Public Health Director

**Date:** June 26, 2017

**Re:** Request item be placed on Board of Supervisor's Agenda for July 11, 2017

Request the approval of the annual agreement between Amador County and Mountain Valley Emergency Medical Services Agency for FY 2017-2018 to provide Local EMS Agency services for Amador County.

MVEMSA provides the EMS plans and protocols, training and recertification of EMTs and Paramedics, and quality assurance studies and standards. MVEMSA is also the Medical/Health Operational Area Coordinator (MHOAC) for emergency preparedness for Amador County. They would coordinate all mutual-aid disaster operations with the County OES and the emergency preparedness personnel in Public Health.

The contract amount of \$16,888 is based on the January 2017 population estimates published by the State Department of Finance and the base contribution rate of \$.44 per capita.

**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 eight hundred eight-eight dollars (\$16,888). This amount shall be paid quarterly at the rate of four thousand two hundred twenty-two dollars (\$4,222) 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, 2017 through June 30, 2018.**
10. **If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than June 1, 2018 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](mailto: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 \_\_\_\_\_  
Title: Chairman, Board of Supervisors

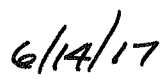
By  \_\_\_\_\_  
Title: County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

By  \_\_\_\_\_  
Title: Chairman, Board of Directors

 \_\_\_\_\_  
Date:

# AGENDA TRANSMITTAL FORM

*agn*

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
July 11, 2017	

To: **Board of Supervisors**

Date: June 30, 2017

From: Connie Vaccarezza, Public Health Director  
(Department Head - please type)

Phone Ext. X677

Department Head Signature *Connie Vaccarezza*

Agenda Title: Approval of First 5 Amador Baby Welcome Wagon Home Visiting Grant

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
The Public Health Director is requesting the Board of Supervisors approve the continuation of a three-year contract between Amador County Public Health and First 5 Amador. The Amador County First 5 Commission has authorized a grant to Amador County Public Health Department in the amount of \$138,000 over a three-year period. This contract is a continuation of the grant that was awarded for the preceding three-year cycle. Baby Welcome Wagon is a universal home visiting program providing families (children 3 years of age and younger) with information regarding parenting, child development, opportunities for social connections, support services and access to health care for all family members. Children raised within families that are well connected with their communities and empowered with parenting skills are less likely to be victims of child abuse.

Recommendation/Requested Action:

Approval of the Contract with First 5 Amador

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A

Name \_\_\_\_\_

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

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

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel *Be*

Auditor *YOR*

GSA Director *lop*

CAO \_\_\_\_\_

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

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

Please return both copies to Connie Vaccarezza, Public Health Department, for return to the First 5 Amador for final signatures

### FOR CLERK USE ONLY

Meeting Date 7-11-17 Time \_\_\_\_\_ Item # 4D

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

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

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

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

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

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

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

# **Amador County Public Health Department**

10877 Conductor Blvd. Suite #400  
Sutter Creek, California 95685  
Voice (209) 223-6407  
Fax (209) 223-1562



## **M E M O R A N D U M**

**To:** Amador County Board Clerk

**From:** Connie Vaccarezza, Public Health Director

**Date:** June 30, 2017

**Re:** Request item be placed on Board of Supervisor's Agenda for July 11, 2017

The Public Health Director is requesting the Board of Supervisors approve the continuation of a three-year contract between Amador County Public Health and First 5 Amador.

The Amador County First 5 Commission has authorized a grant to Amador County Public Health Department in the amount of \$138,000 over a three-year period. This contract is a continuation of the grant that was awarded for the preceding three-year cycle. Baby Welcome Wagon is a universal home visiting program providing families (children 3 years of age and younger) with information regarding parenting, child development, opportunities for social connections, support services and access to health care for all family members.

Children raised within families that are well connected with their communities and empowered with parenting skills are less likely to be victims of child abuse.



## Contract

Project Title:  
Baby Welcome Wagon

Organization Name: Amador County Public Health Department  
Contact Person: Connie Vaccarezza, PHNS Contact Phone: 223-6677  
Contact Email: cvazzarezza@amadorgov.org  
Time Frame of Grant: July 1, 2017-June 30, 2020 Total Funds Awarded: \$138,000

### **Grant Agreement for Administering of the Baby Welcome Wagon**

The Amador County First 5 Commission ("Commission") is authorized by the California Children and Families Act of 1998 ("the Act") to expend moneys allocated to it for the purposes authorized by the Act and by the Commission's strategic plan for the support and improvement of early childhood development in Amador County.

#### **1. Award Amount**

The Commission has taken formal action authorizing a grant to Amador County Public Health Department ("Grantee") in the amount of \$138,000 over a three-year period subject to the terms and conditions set forth in this Grant Agreement.

#### **2. Issue of Supplanting Funds**

This Amador County First 5 Commission Strategic Plan Grant may only be used to expand or enhance existing programs or to initiate services or programs benefiting children prenatal to age five. The funds may not be used to supplant other funds.

#### **3. Grantee Obligations**

Grantee will:

- Perform all duties and functions as stated in the grant application submitted by Grantee and as stated in the more detailed **Scope of Work** approved for each funding year.
- Prepare and deliver an **Evaluation Plan/Report** as outlined in this agreement for each funding year.
- Manage and account for funds as outlined in section 5 of this Agreement and include a **Budget and Budget Justification Report** for each funding year.

#### 4. Insurance Requirements

**General Liability:** Grantee shall maintain a general liability insurance policy in the amount of one million dollars (\$1,000,000.00). The Commission shall be named as an additional insured on the general liability policy. The insurer shall supply certificates of insurance and endorsements signed by the insurer evidencing such insurance to the Commission prior to commencement of work. These certificates and endorsements shall provide for a minimum of ten (10) day advance notice by the Commission of any termination or reduction in coverage.

**Automobile Liability:** Where the services to be provided under this Agreement involve or require the use of any type of vehicle by the grantee in order to perform service, the Grantee shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000.00.

**Workers' Compensation:** Proof of current workers' compensation insurance—current certificate and endorsement showing 30-day cancellation notification.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, the Commission may suspend or recover payments to the Grantee for any work conducted during any time that insurance was not in effect and until such time as the Grantee provides adequate evidence that

Grantee has obtained the required coverage. Proof of insurance shall be submitted either directly to the Commission Executive Director or via mail to the address given in section 20: "Notices."

#### 5. Reporting Requirements

**Evaluation Reporting:** Midyear and Annual reports will be required as outlined in the Payment Schedule below in section 6, using reporting methods and formats developed and approved in the Evaluation Plan. In addition, the Commission may require Grantee to complete additional evaluation reporting requirements approved and required by the Commission or by the California State Children and Families Commission during the grant period. Program evaluation components may be modified by Grantee with prior consultation and approval by Commission staff.

Substandard performance as determined by the Commission and Commission staff will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after notification by commission staff, the Commission may initiate Agreement suspension or termination procedures.

**Budget Reporting and Audits:** Grantee shall use funds derived from this Agreement as outlined in the approved Budget for each funding year. Amendments to the proposed budget may be made with prior written approval of the Commission. Funds provided by the Commission shall be accounted for separately in the Grantee's books and records. A

systematic accounting record shall be kept by the Grantee of the receipt and disbursement of funds. The Grantee shall retain original substantiating documents related to grant expenditures and make these records available for the Commission's review upon request. These documents and records shall be retained for at least three years from the completion of this Agreement. The Commission, or a designated representative, reserves the right, upon written notice, to audit the Grantee's books and records relating to the expenditure of any funds provided by the Commission. Grantee shall provide all books and records within a minimum of fifteen (15) days upon receipt of written notice from the Commission. If Commission requires an audit due to errors on the part of the Grantee, Grantee shall be liable for the costs of the audit in addition to any other penalty imposed.

**6. Payment Schedule**

Grantee agrees that all funds awarded to Grantee shall remain on deposit with the County Treasurer/Auditor and that all payments of funds to the Grantee shall be made by and through the Office of the Amador County Auditor/Controller, upon approval by the Commission Executive Director, according to the following schedule:

<b>1<sup>st</sup> Year Funds Allocation</b>	<b>July 2017 - June 2018</b>
2017/2018 Scope of Work & Evaluation Plans completed and approved	July 2017
Grants Agreement Signed	July 2017
<b>1<sup>st</sup> Payment:</b> (50% of \$46,000, after receipt of signed Grants Agreement)	July 2017
Project implementation and collaborative evaluation period	July - Dec. 2017
Midyear progress report due	January 31, 2018
<b>2<sup>nd</sup> Payment:</b> (50% of \$46,000, after timely receipt of midterm progress report, and after compliance with terms of Grant Agreement and Scope of Work & Evaluation Plans has been ensured)	January 2018
Ongoing project and evaluation activities	Jan. - June 2018
First grant year period ends	June 30, 2018
First annual report due	July 31, 2018
<b>2<sup>nd</sup> Year Funds Allocation</b>	<b>July 2018 - June 2019</b>
2018/2019 Scope of Work & Evaluation Plans completed and approved	June 2018
<b>3<sup>rd</sup> Payment:</b> (50% of \$46,000, after approval of Scope of Work & Evaluation Plans)	July 2018
Ongoing project and evaluation activities	July - Dec. 2018
Midyear progress report due	January 31, 2019
<b>4<sup>th</sup> Payment:</b> (50% of \$46,000, after timely receipt of midterm progress report, and after compliance with terms of Grant	January 2019

Agreement and Scope of Work & Evaluation Plans has been ensured).	
Ongoing project and evaluation activities	Jan. - June 2019
Second grant period ends	June 30, 2019
Second annual report due	July 31, 2019
<b>3rd Year Funds Allocation</b>	<b>July 2019 - June 2020</b>
2019/2020 Scope of Work & Evaluation Plans completed and approved	June 2019
<b>5th Payment:</b> (50% of \$46,000, after timely receipt of midterm progress report, and after compliance with terms of Grant Agreement and Scope of Work & Evaluation Plans has been ensured).	July 2019
Ongoing project and evaluation activities	July - Dec. 2019
Midyear progress report due	January 31, 2020
<b>6th (Final) Payment:</b> (50% of \$46,000, after timely receipt of midterm progress report, and after compliance with terms of Grant Agreement and Scope of Work & Evaluation Plans has been ensured).	January 2020
Ongoing project and evaluation activities	Jan. - June 2020
On-site interview completed	April 2020
<b>Grant period ends</b>	June 30, 2020
<b>Final report due</b>	July 31, 2020

Grantee agrees to spend funds as outlined in the approved budget for each funding year. The Commission will not pay for unauthorized services rendered by the Grantee, nor for claimed services which Commission grant monitoring shows have not been provided as authorized. If Commission has advanced funds for services later determined to have not been provided, Grantee shall refund requested amounts within five days of demand by Commission. The Commission has the option of offsetting such amounts against future payments due to Grantee.

**Grantee is permitted a budget variation of up to ten percent (10%) for each budget line item for the Contract period. Any larger budget variation must receive prior Commission approval.**

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds, which are intended to be used by the Commission for funding payment to Grantee. Funding is limited to grant funds received by the Commission and no county general funds shall be obligated to make payment under this agreement.

**7. Grant Period**

The grant period shall be from July 1, 2017 through June 30, 2020. This grant is made with the understanding that the Commission has no obligation to provide other or additional support or grants to the Grantee.

**8. Unspent Funds**

The entire grant shall be expended for the purpose(s) stated above and in the grant proposal originally provided to the Commission and in accordance with the submitted budget, except as may be modified with the prior consent of the Commission. If grant funds have not been completely expended at the end of the grant period, the Grantee agrees to provide a statement of the remaining balance with the final report and a plan for using the remaining funds. If the plan is not approved by Commission staff, the Grantee agrees to repay Commission the remaining unspent funds.

**9. Changes in Condition**

Grantee agrees to provide immediate written notice to the Commission if significant changes or events occur during the term of this award which could potentially impact the progress or outcome of the grant, including, but not limited to changes in Grantees' management personnel, loss of funding, or revocation of the Grantee's tax-exempt status. Grant payments may be discontinued, modified, or withheld at the discretion of the Commission pursuant to a change in law or a material adverse change in the Grantee's condition.

**10. Termination and Assignment**

Either party on 30-days written notice of intention may terminate this Agreement. Notice of termination shall be by written notice to the other parties and be sent by registered mail. In the event of early termination Grantee will pass on all equipment purchased from Commission funds to another organization or business selected by the Commission.

The rights, responsibilities and duties under this Agreement are personal to the Grantee and may not be transferred or assigned without the express prior written consent of the Commission

**11. Reference to Rules and Laws**

Any amendments to or changes of the laws, regulations, and policies applicable to this agreement shall be binding upon both the Commission and "program."

**12. Licensing and Credentials**

Grantee hereby agrees to provide all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this award.



### **13. Nondiscrimination**

In connection with the execution of this Agreement, the Grantee shall not discriminate against any employee, applicant for employment, or client served because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

### **14. Religious Activities**

Grantee, shall not, when conducting work covered by this Agreement:

- a. Discriminate against anyone in employment or hiring based on religion;
- b. Discriminate against any persons served based on religion; and
- c. Provide any religious instruction, counseling, or worship.

### **15. Hold Harmless/Indemnification**

To the fullest extent permitted by law, Grantee shall defend, indemnify and hold harmless the County of Amador, the Amador County Children and Families First Commission and their officers, agents, departments, officials, representatives and employees from and against any and all claims, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorney's fees arising out of or resulting from:

- the performance of the Grantee's obligations; or
- any negligent act or omission of Grantee, sub-contractors or anyone directly or indirectly employed by the Grantee (collectively "Liabilities").

### **16. Title to Property**

At the conclusion of this Agreement, title to all expendable and nonexpendable personal or real property purchased with Commission funds shall vest with the Grantee if written certification is made to the Commission that the property will continue to be used for grant-related purposes and the Commission approves such certification in writing. If this certification is not made or the Commission disapproves such certification, title to all property with an aggregate or individual value of \$500 or more shall vest with the Commission.

### **17. Tax Status**

A Grantee which is a nonprofit organization shall possess a "Letter of Good Standing" from the Secretary of State's Office and covenants that it will keep such status in effect during the full term of this agreement.

### **18. Relationship Between the Parties and Acknowledgement of Funding Source**

It is expressly understood that in performance of the work under this Agreement, the Grantee, and the agents and employees thereof, shall act as an independent contractor and not as officers, employees or agents of the Commission.

The Amador County First 5 Commission is funded by taxpayers' dollars. It is important that the public know the organizations that are receiving funds through the Commission's grant

making responsibilities. Therefore, the Grantee shall acknowledge the grant in statements of printed materials appropriate to the purpose of the grant. All printed materials related to the grant shall contain the following information in type size and style appropriate to the materials:

*Made possible by a grant from  
First 5 Amador*

**19. Amendments**

Amendments to this Agreement shall be made in writing and must be signed by all parties to this Agreement.

**20. Notices**

Notices shall be given to the Commission at the following location:

*Amador County First 5 Commission, PO Box 815, Jackson, CA 95642*

Notices shall be given to Grantee at the following address:

*Amador County Public Health Department, 10877 Conductor Blvd., Sutter Creek, CA 95685*

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The Amador County First 5 Commission is pleased to make this grant to your organization. Please sign and return two copies of this Grant Agreement as evidence of your understanding of the terms outlined.

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Angel LeSage, Chair, Amador County  
First 5 Commission

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Date

---

Nina Machado, Executive Director, Amador County  
First 5 Commission

---

Date

---

Connie Vaccarezza, Director of Public Health  
Amador County Public Health Department

---

Date

---

Richard Forster, Chairman, Board of Supervisors

---

Date

---

Jennifer Burns, Clerk of the Board of Supervisors  
Amador County, California

---

Date

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 06/27/2017

*Mike's Appts.*

From: Connie Vaccarez, Public Health Director Phone Ext. x677  
 (Department Head - please type)

<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>07/11/2017</u>
--

Department Head Signature *Connie Vaccarez*

Agenda Title: Approve Appointments to the Emergency Medical Care Committee (EMCC)

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

Please approve the appointments of the following new members to the Emergency Medical Care committee (EMCC) for the remainder of the three-year term ending December 31, 2017.

- Kevin Bohall, replacing Mike Olivarria, the CDF regular member
- Janice Zellers, replacing Connie McKenna, the Emergency Department Manager regular member
- Diana Evensen, filling the vacant alternate position for Public Health

Recommendation/Requested Action:  
 Request Board approval of three appointments to the EMCC.

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:

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel *GC*

Auditor *JOR*

GSA Director *Hop*

CAO \_\_\_\_\_

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

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

Please send copies of notifications to Debbie in Public Health

### FOR CLERK USE ONLY

Meeting Date 7-11-17

Time \_\_\_\_\_

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 \_\_\_\_\_

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

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

**COMMITTEE MEMBER APPLICATION FORM**

Date 4-26-17

Please consider me for the following committee:  
Amador County Medical Care Committee

NAME: Janice Zellers

Mailing Address: PO Box 243 Glennoe CA 95232

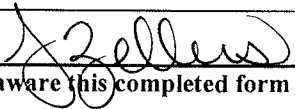
Physical Address:

Business Address: 200 Mission Blvd, Jackson, CA 95232

Telephone - Home: 209-293-7485 Work: 209-223-7555 ext 5848

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

SAH MICN liason  
TPM SAH

Signature 

\*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 \_\_\_\_\_

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

**COMMITTEE MEMBER APPLICATION FORM**

Date 6/2/17

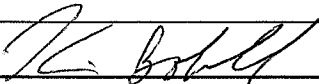
Please consider me for the following committee:  
Amador County Medical Care Committee

NAME: Kevin Bohall CAL FIRE  
Mailing Address: 11600 Hwy 49 Sutter Creek, CA 95685  
Physical Address: Same  
Business Address: Same  
Telephone - Home: (530) 708-2714 Work: Same or (209) 269-5215

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

I would like to represent AEU on this committee.

Kevin Bohall - Battalion Chief  
CAL FIRE Amador - El Dorado Unit  
11600 Hwy 49  
Sutter Creek, CA 95685  
(530) 708-2714  
Kevin.Bohall@fire.ca.gov

Signature 

\*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: 06/28/2017

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

Phone Ext. 473

- Regular Agenda
  - Consent Agenda
  - Blue Slip
  - Closed Session
- Meeting Date Requested: 07/11/2017

*misc.*

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

Agenda Title: Reclassification of various SEIU positions approved in the 2017/2018 Budget

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

Reclassification of the following positions:

- Finance Technician to Accountant I - Auditor's Office (Powrozek)
- Finance and Admin Supervisor to Fiscal Officer - Probation (Sealy)
- Ag & Standards Inspector I to Ag & Standards Inspector II - Agriculture (Snodgrass)
- Ag & Standards Inspector II to Ag & Standards Inspector III - Agriculture (Bassett)

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 Ge

Auditor JOR

GSA Director Hop

CAO \_\_\_\_\_

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

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

Human Resources, Auditor-Tacy Rouen, Probation-Mark Bonini, Agriculture-Eric Mayberry

### FOR CLERK USE ONLY

Meeting Date

7-11-17

Time

\_\_\_\_\_

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



*AMADOR COUNTY*  
**HUMAN RESOURCES DEPARTMENT**  
• *Benefits*   • *Personnel*   • *Risk Management*  
(209) 223-6361   (209) 223-6456   (209) 223-6393

County Administration Center  
810 Court Street  
Jackson, California 95642  
Facsimile: (209) 223-6426  
Website: [www.co.amador.ca.us](http://www.co.amador.ca.us)

To: Board of Supervisors

June 27, 2017

From: Judy Dias, Human Resources Director

Subject: Agenda item for July 11, 2017 agenda:

This memo and the attached documents request the reclassification of staff persons from various departments in SEIU positions, retroactive to July 1, 2017. The positions affected are as follows:

Finance Technician to Accountant I – Auditor’s Office (Powrozek)  
Finance and Admin Supervisor to Fiscal Officer – Probation (Sealy)  
Ag & Standards Inspector I to Ag & Standards Inspector II – Agriculture (Snodgrass)  
Ag & Standards Inspector II to Ag & Standards Inspector III – Agriculture (Bassett)

A review by Human Resources of the duties assigned to these positions confirms that they are more appropriately classified due to experience and job duties. Local 1021 SEIU has been advised of this action.

The consequence of approving this requested action will be appropriate pay for the duties performed.

If not approved, the level of work performed by the incumbents will not be appropriately compensated, and the actions contained in the approved 17-18 budget would not be implemented.