

ORIGINAL

AGREEMENT FOR SERVICES #478-S1711

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Carie Toeller, an individual, doing business as C. Toeller Consulting, duly qualified to conduct business in the State of California, whose principal place of business is 608 Ruscello Ct., El Dorado Hills, CA 95762, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide project management services for implementation of the County's new property tax administration system; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide project management services for implementation of the County's new property tax administration system in accordance with Exhibit "A," marked "Scope of Work," incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years from the date thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be \$115.00 per hour inclusive of all expenses.

Contractor's travel time and expenses to and from the County's offices in Placerville California are not billable under this agreement.

Should travel to remote locations be necessary, the County shall reimburse Contractor for travel related expenses in accordance with the Federal M&IE rates established by the General Services Administration (GSA) found here: <https://www.gsa.gov/portal/category/100120>. All travel related expenses shall be approved in advance and in writing by County's Contract Administrator.

Total amount of this Agreement shall not exceed \$200,000.00, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver documents or other deliverables required under this agreement, County at its sole option may delay the monthly payment for the period of time of the

delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in ARTICLE XI, Default, Termination, and Cancellation.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of

this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

C. TOELLER CONSULTING
608 Ruscello Ct.
El Dorado Hills, CA 95762
ATTN: Carie Toeller

or to such other location as the Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance 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 in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Contractor will comply with the County's Conflict of Interest Policy set forth in Exhibit "B," marked "Conflict Of Interest Policy and Procedures," incorporated herein and made by reference a part hereof of this Attachment A. At all times in the performance of this Agreement, Contractor shall comply with the laws of the State of California regarding conflicts of interests including, but not limited to, Government Code Section 1090 et seq. and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission now in effect or hereafter enacted during the

term of this Agreement. Contractor represents and warrants that it is not in violation of said conflicts of interest provisions nor is Contractor aware of any facts that create a conflict of interest in the performance of services contemplated under this Agreement. Contractor shall immediately notify County if it becomes aware of any facts that might raise a conflict of interest issue at any time during the term of this Agreement.

Contractor further agrees to defend, indemnify and hold harmless the County, and its officers, employees and authorized representatives, from and against any and all Claims, actions, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred, arising out of or related to Contractor's breach of the representations and warranties herein or failure to comply with the provisions of this section. Contractor shall be solely liable for any damages incurred by County, including compensatory, special, incidental, exemplary, punitive or consequential damages connected with or resulting from Contractor's breach of the representations and warranties herein.

ARTICLE XIX

Ownership of Rights: County and Contractor hereby expressly agree that all plans, details, and calculations produced by Contractor, its agents, representatives, employees, or sub-contractors, shall be considered a "work made for hire" within the meaning of 17 USC Sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused portions thereof, including the copyrights.

ARTICLE XX

Confidentiality of Data: All data and information relative to the County operations, which is designated confidential by the County and made available to the Contractor in order to carry out this Agreement shall be protected by the Contractor from unauthorized use and disclosure.

Permission, granted by the County, to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Contractor to further disclose such information or disseminate the same on any other occasions.

The Contractor shall not comment publicly to the press or any media regarding this Agreement or the County's actions on the same, except to the County's staff, Contractor's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the Board of Supervisors.

The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by the County and receipt of the County's written permission.

ARTICLE XXI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives 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, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 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 Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXII

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXIII

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXIV

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXV

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXVI

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Karl Weiland, Assessor, or successor.

ARTICLE XXVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXIX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXX

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

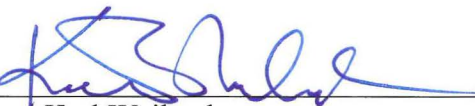
ARTICLE XXXI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator and Department Head Concurrence:

By:  _____
Karl Weiland
Assessor

Dated: 4/11/17

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  Dated: 4/11/17
Purchasing Agent
 Chief Administrative Office
"County"

-- CONTRACTOR --

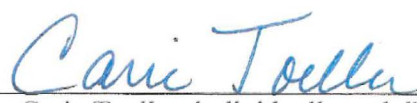
By:  Dated: April 10, 2017
Carie Toeller, individually and dba
C. Toeller Consulting
"Contractor"

Exhibit “A”

General: Contractor is responsible for providing the oversight, leadership and planning to successfully manage the County’s project to replace its mainframe “M204” property tax system with Megabyte Property Tax System (MPTS), a server based property tax administration program developed and licensed by the Megabyte Systems Inc. located in Rocklin, California. In general terms, Contractor is responsible for:

1. Providing high quality project management services needed to ensure the timely accomplishment of tasks necessary to meet the targeted go live date of July 1, 2018.
2. Providing project leadership to the core project team, consisting of County and MegaByte staff.
3. Assisting County in identifying County business requirements for the implementation of the Megabyte Property Tax System.
4. Providing coordination between the Contractor, Megabyte Systems Inc. and the County.
5. Developing, maintaining and communicating an inventory of all resources necessary for the successful implementation of the project as well as ensuring the coordination and availability of resources
6. Communicating and reporting project status, issues and concerns to the executive sponsors, affected department heads, staff and other impacted parties.
7. Assisting in the development of regular progress reports to the Board of Supervisors and the public at Board meetings.
8. Working with MegaByte Systems and County staff to design and oversee implementation of effective Acceptance testing.
9. Working with MegaByte Systems leadership and staff to develop, implement, maintain and update the Project plan.
10. Monitoring the Project schedule to ensure the project is implemented according to the project plan.
11. Manage issues and conflicts, change orders and project risk.

Specific: The Contractor shall provide the following specific deliverables, in support of the general responsibilities noted above:

1) **Project Plans and Work Schedule.** For this Project the Contractor shall develop a complete detailed project plan (“Project Plan and Work Schedule”) in conjunction with Megabyte Systems Inc. to be approved by the County. Project Plan and Work Schedule shall, at a minimum:

- a) Include detailed schedules that specify a detailed level of activity, including the planned start dates, completion dates, hours and other required resources for activities to be performed by Contractor and County where applicable;
- b) Identify any pre-existing hardware, software, components and/or tools to be used, as necessary;
- c) Include a detailed list of the deliverables and milestones (with planned delivery/completion dates) and the project management reports that will be provided;
- d) Describe any assumptions made in compiling the plan;

- e) Define roles and responsibilities of the core project team; Provide a risk assessment for the Project;
 - f) Develop a work plan for approval by the County that supports the project plan, including identification of required and available resources.
- 2) **Business Requirements Analysis.** Contractor shall be responsible for managing the process of analyzing, developing and documenting business requirements and workflow processes (including information integration requirements) with Megabyte, the County's three property tax administration departments, and County IT staff. The business requirements analysis will be considered complete when all of the business and user requirements have been identified.

The business requirements analysis will also facilitate County's ability to establish post-implementation performance factors that measure the positive impact of the Project on the operation of County's business ("Post- Implementation Performance Factors").

- 3) **Test Plans.** Contractor shall coordinate with County and Megabyte to facilitate and lead the development of test plans: unit testing, string testing, regression testing, functional testing, integration testing. Contractor shall assist the County with performing acceptance testing and other end user related testing as requested.
- 4) **Acceptance.** Contractor shall prepare, with input from County and subject to County's review and approval, a comprehensive acceptance testing plan which includes, at a minimum, acceptance testing criteria and procedures. Project shall be subject to a formal acceptance process that uses objective and thorough acceptance test criteria approved by County, and that will allow County to verify that the Project meets the specified functional and technical requirements.

The acceptance process shall be developed as soon as possible after establishing the business and user requirements. The acceptance process will include an audit trail capability for tracking and correcting problems.

Acceptance will be considered to have occurred when the deliverables associated with the Project successfully meet the acceptance test criteria.

- 5) **Implementation and Testing.** Contractor shall be responsible for working with Megabyte and County staff during the production implementation and roll-out of the Project deliverables. Implementation includes identification of interfaces and any required conversions, installation and testing of any required middleware products, installation of MPTS Software, and any required testing to achieve the proper roll-out of the Property Tax Administration System provided by Megabyte.
- 6) **Change Control Procedures.** Contractor shall work with Megabyte Systems Inc. to establish procedures by which County may request enhancements, customizations, interfaces, modifications or other changes to the Project by specifying the desired changes to Contractor. Such procedures will include the performance of an analysis by Contractor and require that no change be made until reduced to a written change order

describing the change with specificity that has been approved by the County. In addition, such procedures shall enable tracking of ongoing scope changes to the Project, and provide a basis for auditing scope changes to the Project. Project changes (including necessary changes, if any, to resource requirements or schedule for the corresponding Project) shall be documented by Contractor and approved by the County.

- 7) **Post-Implementation Review.** Contractor shall conduct a post-implementation review process which will include an analysis of how the deliverables resulting from the Project measured up against the Project Post- Implementation Performance Factors established for such Project. Such process will include the core project team.
- 8) **Documentation.** Deliverables which are the result of the Project shall be documented in a manner that satisfies the requirements of Contractor's methodology, is appropriate for the deliverables resulting from the Project, and is otherwise reasonably acceptable to the County. Contractor shall make use of on-line documentation, self-documenting systems and on-line help where commercially reasonable. At the completion of the project, the Contractor will provide the County with an electronic copy of the project implementation documentation.
- 9) **Project Management Methodology.** Contractor shall provide, maintain and complete an industry-accepted Project Life Cycle Methodology (i.e. Waterfall, Agile, etc.) in all processes and documentation.

Project Plan

Templates Complementary to Megabyte's Phase 1 – General Design, Analysis, Environment Set Up & Special Requirements

- **Project Scope**
 - Contractor will walk County Project Stakeholders through:
 - Defining the nature and boundaries of the project.
 - Specifying departments, processes, datasets, functions, interfaces and reports that are deemed to be either in or out of scope.
 - Used throughout the project to avoid a project that never ends due to scope creep, as well as to inform business, process, data and policy changes as the project progresses.

- **Infrastructure Plan**
 - With assistance from IT staff and key stakeholders, Contractor will produce a plan that:
 - Documents the application environments at a high level.
 - Controls the installation, testing and release of new application patches and versions across all environments.
 - Defines the county's desired approach to application access, system security, and backups.
 - Provides a comprehensive application access matrix by user and user type.
 - Details expectations for interfaces between the new system and other county legacy systems, if applicable.
 - Used throughout the project to ensure all users are properly set up to access the right environments, at the right time, with the right privileges.

- **Business Process Plan**
 - With assistance from departmental subject matter experts, Contractor will produce a plan that:
 - Defines the approach that will be used to complete the effort of documenting current processes.
 - Drives completion of Process Identification Templates as a means for collecting process information and for facilitating a staff shift in thinking from "here's how I use the current system" to "here's what I need to accomplish during my day."
 - Documents existing business practices for the overall County property tax process as well as by each organization.
 - Maps existing business practices to features and functions within the new system.
 - Used for clarification of business needs, early identification of potential system gaps, and to ease the transition from old to new systems processes, data interactions and reporting. Also forms the basis for creation of testing scenarios.

- **Risk Assessment Plan**
 - With assistance from County project team members, Contractor will produce a plan that:
 - Documents previously identified and possible unforeseen risks that are known to cause issues during implementation projects (eg: loss of a critical internal or vendor resource).
 - Assigns priority and likelihood to each potential risk.
 - Defines plans for contingency and/or mitigation of each potential risk.
 - Used to help minimize the panic and schedule delays that may result from unanticipated project hurdles.

- **Configuration Plan**
 - With assistance from project stakeholders and vendor configuration analysts, Contractor will produce a plan that:
 - Defines the approach to configuring the new system.
 - Identifies key County staff that will be needed to ensure informed configuration.
 - Documents reasoning and decisions made by subject matter experts in each organization during the configuration process.
 - Tracks ongoing configuration changes.
 - Used to avoid backtracking and to reinforce changes to policy and procedure when inevitably someone asks, “why did we configure it that way?”

Templates Complementary to Megabyte’s Phase 2 – Data Conversion

- **Data Conversion Plan**
 - With assistance from County IT staff, subject matter experts, and vendor conversion specialists, Contractor will produce a plan that:
 - Defines the approach to managing the collection, mapping, formatting and verification of data to be imported into the system.
 - Clarifies the process and formats to be used to submit data and to receive feedback on data submissions from the vendor.
 - Documents the data scope, reasoning and decisions made by subject matter experts in conjunction with IT, prior to data conversion.
 - Used to avoid assumptions, confusion and rework around the data conversion process and the types and years of data to be imported, as well as to identify what data might need to be collected or created outside of the current system (such as data existing only on spreadsheets, in someone’s head, or on paper).

Templates Complementary to Megabyte’s Phase 3 – System Testing Phase

- **Testing Plan**
 - With assistance from County stakeholders and subject matter experts, Contractor will produce a plan that:
 - Defines the system testing approach, which will incorporate all of the testing components unique to software implementation: administrative, data, functional, process, performance, reporting, security.

- Identifies the desired physical testing environment/lab, if applicable.
 - Identifies key staff that are integral to thorough testing of the new system.
 - Provides a detailed testing timeline and schedule.
- In conjunction with Megabyte staff and with their documentation or sample test plans, Contractor will also guide County staff through the creation of testing pass/fail scenarios or checklists for reference during testing.
- Contractor will guide staff identified as testers through the issue reporting process, and Contractor will provide and maintain a Test Log to document and track status of reported issues.
- Used to ensure a smooth and efficient testing process, which allows for tracking of key quality metrics and rapid escalation of critical issues.

Templates Complementary to Megabyte's Phase 4 – Training/Implementation

- **Training Plan**

- With assistance from key project stakeholders, Contractor will produce a plan that:
 - Defines training style and approach for super users, end users and IT staff.
 - Identifies training room and training session requirements.
 - Defines training groups and associated individual staff to be trained.
 - Provides both a master and a detailed schedule for training sessions.
- Used to ensure every staff member who will use the system receives the proper training at the correct time for their role within the county.

Templates Complementary to Megabyte's Phase 5 – Go Live Phase

- **Cut Over Plan**

- With assistance from the entire project team, Contractor will produce a plan that:
 - Defines, in excruciating detail, the who's, what's, when's, where's and how's for each step of the final cutover to the new system based on the vendors best practice for going live.
 - Defines post go live practices for issue prioritization and escalation, testing and promoting new application releases, and application and data maintenance.
- Used to ensure a smooth and efficient final transition.

Templates Complementary to All Phases

- **Control Log**

- Contractor will provide and maintain a master log of all open, closed and deferred items and their status as related to the following factors affecting the project:
 - Issues
 - Action Items
 - Process/Policy Changes or Decisions
 - Risks
 - Items for Discussion

- Used to document, assess and prioritize all project items that fall outside of the project schedule, and to ensure those items don't go unattended or fall between the cracks.

Exhibit “B”

Conflict Of Interest Policy and Procedures

In addition to the County’s Conflict of Interest Code, Resolution No. 194-2016 (see attached), the following policies also apply:

Procurement Policy C-17, Section 4.2 Code of Ethics for Procurement:

Employees participating in a procurement process shall uphold and adhere to all applicable federal, state, and local laws, ordinances and regulations, and dedicate themselves to the highest ideals of honesty and integrity in that process. Employees shall discourage any inappropriate contact or encroachment on one’s official duties by others who seek to influence a decision, and shall expose corruption whenever discovered.

No employee participating in a procurement process shall:

- (a) Accept any fee, compensation, gift, or payment of expenses which results in private gain in return for preferential treatment.
- (b) Grant any special consideration, treatment, or advantage to any person beyond that which is available to every other person in similar circumstance.

Code of Conduct

No employee, officer or agent of the County shall participate in the selection, award, or administration of a contract supported by Rural Development funds if a conflict of interest, real or apparent, would be involved. Examples of such conflicts would arise when: the employee, officer or agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above; has a financial or other interest in the firm selected for the award.

- (i) County officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of subagreements.
- (ii) To the extent permitted by State or local law or regulations, violations of such standards by the County officers, employees, agents, or by contractors or their agents shall be subject to penalties, sanctions, or other disciplinary actions.

JDS;jh
2016ConflictInterest.Res
12/6/16



RESOLUTION NO. 194-2016

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

ADOPTING A REVISED CONFLICT OF INTEREST CODE

WHEREAS, a section of the Political Reform Act, Government Code §87300, requires that each local agency must adopt a conflict of interest code covering the local agency's officers, employees, commissioners, etc., which shall have the force and effect of law, and

WHEREAS, Government Code §87306 requires that the local agency's conflict of interest code must be amended periodically to account for changed circumstances, including the creation of new positions within the agency or the change of duties assigned to existing positions, and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, Title 2, California Code of Regulations, §18730, provides that the incorporation by reference of the terms of that regulation, along with an agency-specific designation of employees and formulation of disclosure categories in an appendix, shall constitute the adoption of a local conflict of interest code as required by Government Code §87300 or the amendment of a conflict of interest code as required by Government Code §87306, and

WHEREAS, the County of El Dorado has previously adopted a local conflict of interest code, and has previously updated it, and

WHEREAS, the County of El Dorado has recently reviewed its current positions, the duties assigned to each position, the current conflict of interest code including its Appendix of Designated Employees and Disclosure Categories, and determined that changes to the current conflict of interest code are necessary and desirable, and

WHEREAS, the Conflict of Interest Code adopted by this resolution more accurately reflects the duties of each current position and the appropriate disclosure categories for each position,

NOW THEREFORE, BE IT RESOLVED, that Resolution 244-2014 be rescinded and superseded by this resolution.

NOW THEREFORE BE IT FURTHER RESOLVED that the County of El Dorado hereby adopts the following Conflict of Interest Code, including its Appendix of Designated Employees and Disclosure Categories.

EL DORADO COUNTY CONFLICT OF INTEREST CODE

The provisions of Title 2, California Code of Regulations Section 18730 and any amendments adopted by the Fair Political Practices Commission, incorporated herein by this reference, are hereby adopted as the conflict of interest code of El Dorado County in compliance with Government Code §87300 et seq.

The attached Appendix of Designated Employees and Disclosure Categories is adopted as part of the conflict of interest code. Part A is the list of "designated employees" required by Title 2; California Code of Regulations, section 18730(b)(2), with the disclosure category for each position. Part B is the description of each "disclosure category" required by Title 2, California Code of Regulations, section 18730(b)(3), indicating the type of economic interest that must be disclosed.


PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 6th day of December, 2016, by the following vote of said Board:

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Ayes: Frentzen, Ranalli, Mikulaco, Veerkamp, Novasel

Noes: None
Absent: None


Chairman, Board of Supervisors
Ron Mikulaco

COUNTY OF EL DORADO
CONFLICT OF INTEREST CODE
APPENDIX OF DESIGNATED EMPLOYEES AND DISCLOSURE CATEGORIES
[Adopted as an appendix to the County conflict of interest code on December __, 2016]

PART A: DESIGNATED EMPLOYEES

Listed below are the “designated employees” for El Dorado County, and the disclosure category which the designated employee must use when completing his or her statement of economic interest. The instructions on the disclosure form provide guidance on what specific interests must be disclosed within each category.

DEPARTMENT/POSITION	DISCLOSURE CATEGORY
Administration	
Asst. Chief Administrative Officer	I
Administrative Technician (Asst. to CAO)	II
Building/Grounds Superintendent	II
Buyer I/II	I
Deputy Chief Administrative Officer	I
Chief Fiscal Officer	II
Department Analyst	II
Economic & Business Relations Manager	I
Facilities Manager	I
Facilities Project Manager I/II	I
Parks Manager	I
Principal Administrative Analyst	I
Procurement and Contracts Manager	I
Senior Buyer	I
Senior Department Analyst (Purchasing)	I
<i>[CAO is required to file by GC §87200]</i>	
Agriculture/Weights and Measures	
Ag. Biologist/Standards Inspector I/II	II
Ag. Commissioner/Sealer-Weights & Measures	I
Deputy Ag. Commissioner/Sealer	I
Senior Ag. Biologist/Standards Inspector	II
Assessor	
Appraiser I/II	I
Assessor	I
Asst. Assessor	I
Auditor/Appraiser	I
Branch Supervising Appraiser	I
Information Tech Department Coordinator	I

DEPARTMENT/POSITION	DISCLOSURE CATEGORY
Information Tech. Department Coordinator	I
Senior Auditor/Appraiser	I
Senior Appraiser	I
Supervising Auditor/Appraiser	I
Auditor/Controller	
Auditor/Controller	I
Chief Asst. Auditor/Controller	I
Board of Supervisors	
Clerk of the Board of Supervisors	I
Supervisors Assistants	I
<i>[Board Members are required to file by GC §87200]</i>	
Child Support Services	
Deputy Director of Child Support Services	II
Director of Child Support Services	II
Program Manager	I
Revenue Recovery Officer I/II	II
Senior Revenue Recovery Officer	II
Staff Services Manager	II
Supervising Revenue Recovery Officer	II
County Counsel	
Associate County Counsel	I
Chief Asst. County Counsel	I
Deputy County Counsel	I
Principal Assistant County Counsel	I
Sr. Deputy County Counsel	I
<i>[County Counsel is required to file by GC§87200]</i>	
Community Development Agency	
Administrative Services Officer	II
Airport Operations Supervisor	II
Assistant Director of Administration and Finance	I
Assistant Director of Community Development	I
Assistant in Right of Way	I
Assistant Planner	I
Associate Planner	I
Associate Right of Way Agent	I
Building Inspector I/II/III	I
Chief Fiscal Officer	II
Clerk of the Planning Commission	II
Code Enforcement Officer I/II	I
Department Analyst I/II	II
Deputy Building Official	I

Deputy Director Developmental Services	
– Building Official	I
Deputy Director of Engineering	I
Deputy Director of Maintenance & Operations	I
Development Services Division Director	I
Director of Community Development Agency	I
Disposal Site Supervisor	II
Environmental Health Specialist I/II	II
Environmental Management Division Director	I
Environmental Management Programs Manager	II
Equipment Superintendent	II
Fiscal Services Supervisor	II
Geologist	II
Hazardous Materials/Recycling Specialist	II
Highway Superintendent	II
Office Services Supervisor	II
Operations Supervisor	I
Principal Engineering Tech	II
Principal Planner	I
Right of Way Program Manager	I
Right of Way Supervisor	I
Sr. Accountant	II
Sr. Civil Engineer	I
Sr. Department Analyst	II
Sr. Environmental Health Specialist	II
Sr. Planner	I
Supervising Accountant/Auditor	II
Supervising Civil Engineer	I
Supervising Code Enforcement Officer	I
Supervising Development Technician	II
Supervising Environmental Health Specialist I/II	II
Supervising Waste Specialist	II
Traffic Engineer	II
Traffic Superintendent	II
Transportation Division Director	I
Transportation Planner	II
District Attorney	
Asst. District Attorney	I
Chief Asst. District Attorney	I
Chief Investigator	II
Deputy District Attorney I- IV	I
<i>[District Attorney is required to file by GC §87200]</i>	

Elections- Registrar of Voters (See Recorder/Clerk/Elections)

DEPARTMENT/POSITION	DISCLOSURE CATEGORY
Health & Human Services Agency	
Administrative Services Officer	II
Alcohol and Drug Program Division Manager	III
Animal Control Operations Manager	II
Assistant Director of Health Services	I
Assistant Director of Human Services	I
Chief Animal Control Officer	II
Chief Asst. Director Health & Human Services Agency	I
Chief Fiscal Officer	II
Community Public Health Nursing Division Manager	III
Department Analyst I/II	II
Deputy Director of Health & Human Services Agency	I
Deputy Public Guardian I/II	II
Director of Health & Human Services Agency	I
Employment and Training Worker Supervisor	II
EMS Agency Administrator	III
EMS Agency Medical Director	III
Fiscal Services Supervisor	II
Health Program Manager	III
Manager of Mental Health Programs	III
Mental Health Medical Director	III
Program Manager	II
Program Manager Protective Services	II
Public Health Laboratory Director	III
Public Health Officer	II
Psychiatrist I/II/Extra Help	II
Senior Citizen's Attorney I/II/III	II
Social Services Supervisor I/II	II
Staff Services Analyst I/II	II
Social Services Program Manager	II
Social Worker I/II/III/IV	II
Supervising Accountant/Auditor	II
Supervising Animal Control Officer	II
Supervising Deputy Public Guardian	II
Sr. Department Analyst	II
Human Resources	
Director of Human Resources	I
Human Resources Manager	I
Human Resources Technician	II
Human Resources Analyst I/II	II
Principal Human Resources Analyst	II
Principal Risk Management Technician	II
Risk Manager	II
Senior Human Resources Analyst	II

DEPARTMENT/POSITION	DISCLOSURE CATEGORY
Senior Risk Management Analyst	II
Training & Organizational Development Specialist	II
Information Technology	
Assistant Director of Information Technology (IT)	I
Departmental Systems Analyst I/II (IT)	II
Deputy Director of Information Technology	I
Director of Information Technology (IT)	I
Sr. Department System Analyst (IT)	II
Supervising IT Analyst (IT)	II
Library	
Director of Library Services	I
IT Department Specialist	II
Museum Administrator	II
Supervising Librarian	II
Probation Department	
Administrative Services Officer	I
Chief Fiscal Officer	I
Chief Probation Officer	I
Department Analyst	II
Deputy Chief Probation Officer	II
Sr. Department Analyst	II
Sr. Information Technology Department Coordinator	II
Public Defender	
Administrative Services Officer	II
Asst. Public Defender	I
Chief Asst. Public Defender	I
Public Defender	I
Recorder/Clerk/Elections	
Asst. County Recorder	I
Asst. Registrar of Voters	I
Recorder/Clerk/Registrar of Voters	I
Sheriff-Coroner-Public Administrator	
Assistant Public Administrator	I
Chief Fiscal Officer	II
Correctional Lieutenant	I
Senior Department Analyst	II
Sheriff	I
Sheriff's Captain	I
Sheriff-Coroner-Public Administrator	I
Sheriff's Communication Manager	II

DEPARTMENT/POSITION	DISCLOSURE CATEGORY
Sheriff's Lieutenant	I
Sheriff's Support Services Manager	II
Undersheriff	I
Surveyor	
Deputy Surveyor	II
GIS Manager	II
Surveyor	I
Treasurer-Tax Collector	
Accountant-Auditor	I
Accounting Division Manager	I
Administrative Technician	II
Assistant Treasurer-Tax Collector	I
Sr. Information Technology Department Coordinator	II
Treasury Quantitative Specialist	I
<i>[Treasurer/Tax Collector is required to file by GC §87200]</i>	
Veterans	
Veteran Services Officer	I
Boards and Commissions	
Members of the Assessment Appeals Board	I
Members of the Agriculture Commission	I
Members of the Civil Service Commission	II
Members of the Child Abuse Prevention Council	II
<i>[Planning Commission members are required to file by GC §87200]</i>	
All Departments	
Consultants*	V

*Consultants are those persons defined by Title 2, California Code of Regulations, Section 18701(a)(2), who contract with the County through any County Department. Disclosure Category V describes the process to be used to identify those contractors who meet the definition of consultant and thus must file a statement of economic interests.

APPENDIX OF DESIGNATED EMPLOYEES AND DISCLOSURE CATEGORIES

PART B: DISCLOSURE CATEGORIES FOR DESIGNATED POSITIONS

CATEGORY I

Persons who are designated in this category must disclose all sources of income, interests in real property located in El Dorado County, investments in business entities, and positions held in business entities, located in or doing business in El Dorado County.

CATEGORY II

Persons who are designated in this category must disclose all sources of income, investments in business entities and positions held in business entities, located in or doing business in El Dorado County.

CATEGORY III

Persons who are designated in this category must disclose investments in business entities, positions held in business entities, and sources of income, from providers of health care services or equipment, including but not limited to pharmacies, physicians, suppliers of equipment, etc.

Persons who are designated in this category must also disclose investments in business entities, positions held in business entities, and sources of income, from those persons or entities which may be the recipient of patient referrals for the delivery of health care services or supplies by the county or any county-related entity.

Persons who are designated in this category must also disclose investments in business entities, positions held in business entities, and sources of income, which are of the type that provide consultant services to any business entity or nonprofit corporation made reportable by this disclosure category.

CATEGORY IV

Persons who are designated in this category must disclose any sources of income who are employees of the county.

CATEGORY V (CONSULTANTS)

Those persons who meet the criteria to be considered "consultants" as defined in Title 2, California Code of Regulations, §18701(a)(2), shall file a statement of economic interests. At the time the contract with the consultant is made, the County contract administrator shall make an initial determination whether or not the consultant meets the criteria of 2 CCR §18702(a)(2) (quoted below). If the County Contract Administrator determines that the consultant meets the criteria, he or she shall notify the Chief Administrative Officer who shall then make a final determination. If the CAO determines that the consultant meets the criteria, the CAO shall make a written determination including a description of the consultant's duties and, based upon that

description, a statement of the extent of disclosure requirements. Such determination shall be a public record.

The current version of Title 2, California Code of Regulations, §18701(a)(2), reads as follows:

"Consultant" means an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

(i) Approve a rate, rule, or regulation;

(ii) Adopt or enforce a law;

(iii) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

(iv) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;

(v) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;

(vi) Grant agency approval to a plan, design, report, study, or similar item;

(vii) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(B) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code Section 87302.

2 CCR § 18730

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which

kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,³ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$460.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms

available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

- a. The date the loan was made.
- b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$460 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).
19. Editorial correction of subsection (a) (Register 98, No. 47).
20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).
22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).
23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).
24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).
25. Editorial correction of History 24 (Register 2003, No. 12).
26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).
27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).
28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).
29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).
30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

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2 CCR § 18730, 2 CA ADC § 18730