

FULLY EXECUTED

AGREEMENT NUMBER 6100-8
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME California Emergency Management Agency	
CONTRACTOR'S NAME El Dorado County	
- The term of this Agreement is: 4/1/09 through 5/31/10
 The effective date of this contract is either the start date or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.
- The maximum amount of this Agreement is: \$102,816.57
 One Hundred Two Thousand Eight Hundred Sixteen dollars and Fifty-Seven Cents
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	1 Page
Exhibit C* – General Terms and Conditions	GTC307
Exhibit D – Special Terms and Conditions	1 Page

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

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

CONTRACTOR		California Department of General Services Use Only <div style="border: 1px solid black; padding: 5px; text-align: center;"> APPROVED JUN - 2 2009 DEPT OF GENERAL SERVICES </div> <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) El Dorado County		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/13/09	
PRINTED NAME AND TITLE OF PERSON SIGNING Gayle Erbe-Hamlin, Chief Administrative Officer		
ADDRESS 2850 Fairlane Court Placerville, CA 95667		
STATE OF CALIFORNIA		
AGENCY NAME California Emergency Management Agency		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/27/09	
PRINTED NAME AND TITLE OF PERSON SIGNING Peggy Okabayashi, Assistant Secretary		
ADDRESS 3650 Schriever Ave. Mather, CA 95655		

EXHIBIT A – SCOPE OF WORK

1. El Dorado County, herein known as, "County" agrees to provide an employee to the California Emergency Management Agency, herein known as, "CalEMA", to serve as a Research Program Specialist II.

Under the general direction of the Chief Deputy Director, the incumbent performs the more complex research related to gang and youth violence. The incumbent designs, directs and is lead on all research projects related to the suppression, intervention and prevention of gang and youth violence.

Specific Activities [Essential (E) / Marginal (M) Functions]

- 35% (E)** Acts as the lead over research and statistical studies related to gang and youth violence. Designs and runs queries and other analytical procedures that will result in a product that can be used in developing a set of recommendations to identify and evaluate state, local and federal gang and youth violence suppression, intervention and prevention strategies, policies, programs, and funding. Oversees and participates in the development of a clearinghouse of best practices for reducing gang membership, and gang and youth violence.
- 25% (E)** Acts as lead in the design and implementation of complex research projects related to the causes of gang and youth violence and new approaches to be investigated. Oversees and participates in the development of reliable and accurate courses of data to measure the scale and characteristics of California's gang and youth violence problems. Oversees and participates in the collection and analysis of data on gang membership and gang and youth behavior. Performs research studies, drafts issue memos on gang and youth violence policy issues, and advises management and staff on research findings related to gang and youth violence reduction.
- 20% (E)** Consults and coordinates information with local jurisdictions, including community-based organizations, law enforcement, educators, courts, policy experts and scholars with expertise in the area of criminal street gangs, local policy makers, other state agencies, and federal agencies.
- 10% (E)** Acts as the lead in the planning, development, and providing of presentations to local, regional, and state entities in regards to the findings of the research projects.
- 5% (M)** Attends training classes and internal OGYVP meetings
- 5% (M)** Other related duties as required

Supervision Received

The Research Program Specialist II is under the supervision of the Chief Deputy Director, Office of Gang and Youth Violence Policy.

Supervision Exercised

Not applicable.

Administrative Responsibility

Not applicable.

Personal Contact

Direct contact with the public; various governmental agencies; advisory groups; various local state and federal officials; and CalEMA staff, management and executives.

EXHIBIT A – SCOPE OF WORK

Actions and Consequences

Inaccurate information could result in inaccurate data for mandatory Legislative Reports.

Functional Requirements

The incumbent will normally work in an office setting with artificial light and temperature control. The incumbent may be required to travel statewide approximately 25% of the time requiring overnight accommodations on a regular basis. Daily and frequent use of personal computer, word processing and spreadsheet software, telephone and other typical office equipment. Sitting, standing, and other physical requirements are consistent with typical office work. Incumbent must possess a valid California driver license.

Other Information

The incumbent must be able to:

- Speak, read and write effectively;
 - Be professional, flexible, tactful and open-minded;
 - Work independently and in a cooperative team environment;
 - Accurately study and analyze data, problems and situations related to statewide programs and policies;
 - Evaluate alternatives, develop recommendations, and take effective actions;
 - Provide effective training and leadership and may plan, organize, direct and evaluate the work of others;
 - Learn applicable federal, state and local laws, regulations and policies, and interpret their application to statewide programs, projects and situations;
 - Assist with the development of policies, methods and procedures;
 - Be an effective public speaker;
 - Establish and maintain cooperative working relationships with staff, local, state and federal officials, and representatives of other organizations;
 - Reason logically and creatively;
 - Use word processing and spreadsheet software; and
 - Support the vision and mission of the Department.
2. Subject to the term and conditions set forth in the Agreement, and in accordance with Government Code Section 19050.8, CalEMA wishes to utilize the services of an employee of County, in the capacity of Research Program Specialist II, in CalEMA – Office of Gang and Youth Violence Policy. County in turn, desires to provide the services of an employee to CalEMA, subject to the terms and conditions set forth in this Agreement, and in accordance with Government Code Section 19050.8.
 3. In accordance with Government Code Section 19050.8 and relevant provisions of the California Code of Regulations, CalEMA has determined that the services of said employee are beneficial to CalEMA and will enable CalEMA to obtain needed expertise in the area of gang and youth violence research. Additionally, CalEMA and County have determined that this Agreement describes the period, the duties, and the conditions of the services of said employee; and subject to the General Terms and Conditions set forth herein, that this Agreement provides for, or preserves, all rights and benefits to which said employees is otherwise entitled.

EXHIBIT A – SCOPE OF WORK

4. The project representatives during the term of this agreement will be:

California Emergency Management Agency	El Dorado County
Name: Nancy Lyons	Name: Monique Wilber
Phone: (916) 445-8027	Phone: (530) 621-5371
Email: nancy.lyons@oes.ca.gov	Email: monique.wilber@edcgov.us

Direct all inquiries to:

California Emergency Management Agency	El Dorado County
Section/Unit: Contracts Office	Section/Unit: Development Service
Attention: Clifford M. Viernes	Attention: Roger Trout, Director
Address: 3650 Schriever Ave. Mather, CA 95655	Address: 2850 Fairlane Court, Building C Placerville, CA 95667
Phone: (916) 845-8313	Phone: (530) 621-5369
Fax: (916) 845-8397	Fax: (530) 622-1708
E-Mail: Clifford_Viernes@calema.ca.gov	E-Mail: rtrout@co.el-dorado.ca.us

EXHIBIT B - BUDGET DETAL AND PAYMENT PROVISION

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

**California Emergency Management Agency
Attention: Accounting Unit
3650 Schriever Ave.
Mather, CA 95655**

2. Budget Contingency Clause

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

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Travel

CalEMA will pay travel costs directly via Travel Expense Claim (TEC), travel expense and per diem shall be set at the rate specified by the Department of Personnel Administration (DPA).

5. Budget

The maximum amount of this agreement shall not exceed \$102,816.57.

	Monthly	Yearly
Permanent Employee	\$5,847.73	\$70,172.79
Retirement	\$1,164.28	\$13,971.40
MediCare	\$84.79	\$1,017.50
Health Insurance	\$1,406.33	\$16,875.99
Unemployment Insurance	\$43.86	\$526.28
Long Term Disability	\$21.05	\$252.61
TOTAL (not to exceed)	\$8,568.05	\$102,816.57

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

Right to Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

Disputes

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with the agency contract manager. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the Contract Manager, Contractor shall submit, in writing, a grievance report together with any evidence to the Contract Manager’s Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor’s position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the Supervisor shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor’s decision, Contractor may appeal to the next level, following the procedure in “Disputes”, paragraph 3, listed below.
- B. Contractor must submit a letter of appeal to the Agency Secretary explaining why the Supervisor’s decision is unacceptable. The letter must include, as an attachment, copies of the Contractor’s original grievance report, evidence originally submitted, and response from Supervisor. Contractor’s letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor’s written decision. The Secretary or designee shall, within twenty (20) working days of receipt of Contractor’s letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Secretary or designee shall be final.