

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: CEO/Office of Emergency Svcs/Fire Warden

BOARD AGENDA # *B-7

Urgent

Routine

G. Hineshaw

AGENDA DATE February 15, 2011

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Enter an Agreement with Ciraolo Consulting, LLC for the Development of a Stanislaus County Care and Shelter Plan, funded by the Homeland Security Grant Program

STAFF RECOMMENDATIONS:

Authorize the General Services Agency to negotiate and enter an agreement with Ciraolo Consulting, LLC in the amount of \$39,500 for the development of the Stanislaus County Care and Shelter Operations Plan.

FISCAL IMPACT:

The total cost to complete the Care and Shelter Operations Plan is \$39,500. Fiscal Year (FY) 2008 Homeland Security Grant funds were originally identified to fund this project. At this time, it appears the plan would not be completed prior to the end of the FY08 grant performance period. Therefore, staff identified planning funds from the FY09 and FY10 Homeland Security Grants. The Metropolitan Medical Response System (MMRS) section of the FY10 grant will fund \$27,303 toward the project and the remaining funds of \$12,197 will be funded through planning money identified in the FY09 grant. There is no impact to the General Fund associated with this contract.

BOARD ACTION AS FOLLOWS:

No. 2011-107

On motion of Supervisor Withdraw, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withdraw, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Enter an Agreement with Ciralo Consulting, LLC for the Development of a Care and Shelter Operations Plan, Funded by the Homeland Security Grant Program

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DISCUSSION:

On August 31, 2010, the Board of Supervisors authorized the General Services Agency to issue a Request for Qualifications (RFQ) for the development of a Stanislaus County Care and Shelter Operations Plan. This plan would include functions and procedures for mass care and shelter operation responsibilities, activation phase duties, identification of organizational staffing needs, operational phase duties and deactivation duties following a disaster. The RFQ was issued in September with one vendor responding. The original vendor was qualified, but the proposed cost exceeded the funding identified for the development of the plan. Staff also determined that the estimated time frame for the development of the Care and Shelter Operations Plan would extend past the performance period for the FY08 Homeland Security Grant, which had been identified as the funding source for the plan.

Subsequently, staff identified funding paths that would allow for an extended timeline for the development of the Care and Shelter Operations Plan: \$27,303 from the FY10 Homeland Security Grant, Metropolitan Medical Response System planning allocation, and \$13,000 from the FY09 Homeland Security Grant planning funds, for a total of \$40,303 to support the development of this plan.

The RFQ was reissued in November 2010 to recognize the expanded timeline for plan development. One vendor, Ciralo Consulting, LLC responded. A panel consisting of representatives from Health Services Agency Public Health division, Community Services Agency and the Office of Emergency Services reviewed the response and determined the vendor to be qualified to develop the plan. The proposed cost of \$39,500 is within the funding available at this time.

It is recommended the Board of Supervisors authorize the General Services Agency to enter an agreement for the development of the Stanislaus County Care and Shelter Operations Plan to Ciralo Consulting, LLC.

POLICY ISSUES:

Authorizing General Services Agency to enter an agreement for the development of a Stanislaus County Care and Shelter Operations Plan supports the Board's priorities of A Safe Community, Effective Partnerships, and Efficient Delivery of Public Services by enhancing care and shelter emergency preparedness and response capabilities of county and partner agencies.

STAFFING IMPACT:

Existing staff from the Community Services Agency, Health Services Agency and the Chief Executive Office – Office of Emergency Services will contribute to the development of the Stanislaus County Care and Shelter Operations Plan.

CONTACT INFORMATION:

Gary Hinshaw: 209-552-3600

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Ciralo Consulting, L.L.C., a California limited liability company, ("Contractor") as of March 1, 2011.

Recitals

WHEREAS, the County has a need for services involving the development of a Stanislaus County Care and Shelter Operations Plan; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

*1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.*

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period services are provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA

To Contractor: Ciruolo Consulting, L.L.C.
1053 Talbot Avenue
Albany, CA 94706

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

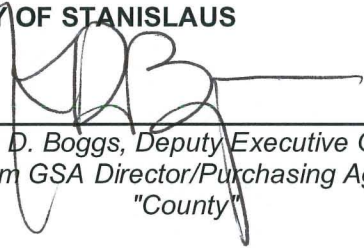
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CIRAOLO CONSULTING, L.L.C.

By: _____


Keith D. Boggs, Deputy Executive Officer,
Interim GSA Director/Purchasing Agent
"County"

By: _____


Michael Ciralo, Principal

"Contractor"

Approved February 15, 2011
BOS Resolution #2011-107

APPROVED AS TO CONTENT:
Office of Emergency Services

By: _____


Gary Hinshaw, Assistant Director of
Office of Emergency Services

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: _____


Thomas E. Boze, Deputy County Counsel

V:\PUBLIC\Counsel\CONTRACT\IND-CON Agmt.wpd

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. *Coordinate, develop and deliver a detailed Mass Care and Shelter Operations Plan (the "Plan") with Stanislaus County's Community Services Agency (CSA) in accordance with the attached Proposed Timeline that may include:*
 - *Care and Shelter Function Legal Mandates;*
 - *Identifying / Developing Shelter Sites;*
 - *Protocols for Opening a Shelter;*
 - *Shelter Operations;*
 - *Assisting Access and Functional Needs persons;*
 - *Shelter Demobilization;*
 - *Recovery (transition to Local Assistance Centers or LAC's);*
 - *Check Lists;*
 - *Sheltering of companion animals; and*
 - *Additional components identified by the planners and supporting agencies.*
2. *Identify supporting agencies necessary to develop the Plan.*
3. *Obtain information from each identified supporting agency and document within the Plan, the roles and responsibilities of each with regard to how each agency will assist with sheltering, feeding, and supporting evacuees' needs during an emergency or disaster for the general population; access and functional needs population; and domestic and companion animals.*
4. *Assess and incorporate into the Plan all appropriate federal, state and local pre-existing planning documents pertinent to mass care and shelter operations.*
5. *Facilitate a Mass Care and Shelter Operations Planning workgroup (the Workgroup) consisting of agency representatives identified as necessary to develop the Plan. The Workgroup must participate in a minimum of two (2) planning meetings and two (2) review meetings with additional meetings to be scheduled as determined necessary.*
6. *Develop and deliver a draft Plan for review and edit by CSA and the Workgroup which:*
 - *incorporates the responsibilities of American Red Cross, as addressed in its National Charter;*
 - *is consistent with the National Incident Management System (NIMS), Standardized Emergency Management System (SEMS), Incident Command System (ICS) and Stanislaus County Emergency Operations Plan; and*
 - *includes checklists specific to each phase of the mass care and shelter operations responsibilities.*
7. *Develop and deliver a final Plan incorporating reviews and edits received from CSA and the Workgroup in the following format:*
 - *Ten (10) hard copies of the Plan and its attachments;*
 - *Three (3) CD's containing a Microsoft Word editable version of the plan and its attachments; and*
 - *Five (5) CD's containing a PDF version of the plan and its attachments.*
8. *Provide multiple training sessions on implementation of the Plan over a two-day period to staff and agencies identified by CSA.*
9. *Provide two (2) "train the trainer" sessions on the Plan to staff and agencies identified by CSA.*
10. *The final plan must be developed, received, approved and invoiced by November 1, 2011.*

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement in accordance with the following schedule:

<u>Payment Due Date</u>	<u>Payment Amount</u>
May 1, 2011	\$ 9,875.00
July 1, 2011	\$ 9,875.00
September 1, 2011	\$ 9,875.00
November 1, 2011 or project close-out, whichever occurs later	\$ 9,875.00
	<u>\$39,500.00</u>

Contractor shall submit periodic, itemized invoices to County at the following address:

Stanislaus County Office of Emergency Services
Attn: Deborah Thrasher
3705 Oakdale Road
Modesto, CA 95357

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$39,500.00 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from March 1, 2011 through November 1, 2011 unless otherwise terminated as provided below.

D. REPRESENTATIVES

The parties' respective Project Managers with respect to Agreement shall be:

For County:
Janet Neira (or designee)
Community Services Agency
251 E. Hackett Road
Modesto, CA 95358
(209) 558-2853
NeiraJ@stancounty.com

For Contractor
Michael Ciraolo, Principal (or designee)
Ciraolo Consulting, LLC
1053 Talbot Ave.
Albany, CA 94706
510-528-9495
mikeciraolo@comcast.net

PROPOSED TIMELINE

Project Phase	Activities and Deliverables	Proposed Timeline
<i>Project initiation and research</i>	<ol style="list-style-type: none"> 1. <i>Development of a detailed project plan.</i> 2. <i>Initial meeting with client to identify work done to date, gather any initial materials/documents, and discuss workgroup members/participation.</i> 3. <i>Convene a Mass Care and Shelter Operations Planning workgroup and hold an initial meeting.</i> 4. <i>Perform initial research and evaluation of potential solutions to specific aspects of C&S operations in Stanislaus County. This will include separate meetings with relevant supporting agencies and entities, review of existing materials, and initial identification of roles, responsibilities, expectations, gaps, etc.</i> 	<i>Completion within 5 weeks of contract signing.</i>
<i>Development of operational solutions</i>	<ol style="list-style-type: none"> 5. <i>Develop a draft outline, concept of operations, and identify any major issues requiring workgroup input.</i> 6. <i>Present these (item 5) to the workgroup for discussion. The focus of this is to ensure that the operational solutions developed in the planning process are validated and accepted by the workgroup prior to draft development</i> 	<i>Completions within 5 weeks of first workgroup meeting.</i>
<i>Draft development</i>	<ol style="list-style-type: none"> 7. <i>Develop a draft for workgroup review, based on activities of the previous phase.</i> 	<i>Completion within 4 weeks of end of preceding phase, assuming workgroup is able to quickly resolve any major issues.</i>
<i>Review cycle</i>	<ol style="list-style-type: none"> 8. <i>Conduct a review and revision process with the workgroup, including meeting to discuss any issues and review input.</i> 	<i>Completion within 4 weeks of delivery of draft. Note that this phase is largely based on workgroup members' ability to review the draft, rather than on the consulting team.</i>
<i>Plan finalization</i>	<ol style="list-style-type: none"> 9. <i>Edit and finalize the C&S Operations Plan based on workgroup review. An additional workgroup meeting may be required if any thorny issues emerge during the review process.</i> 	<i>Completion within 4 weeks of the end of review.</i>
<i>Training</i>	<ol style="list-style-type: none"> 10. <i>Develop a training presentation and a train-the-trainer package (augmenting the training presentation with an instructor's guide and any relevant ancillary materials).</i> 11. <i>If desired by the workgroup, present the training to the workgroup, and incorporate any feedback.</i> 12. <i>Conduct multiple training sessions, which include both end-user training conducted over 2 days and 2 train-the-trainer sessions. These sessions may be mixed/matched in a way to maximize knowledge transfer.</i> 	<p><i>Completion of development of training program within 3 weeks of the end of the review cycle.</i></p> <p><i>Presentation to the workgroup within 3 weeks after materials are developed.</i></p> <p><i>Conduct of the training sessions should be completed within 1 month of presenting training materials to the workgroup.</i></p>
<i>Project close out</i>	<i>Deliver final hardcopies of the plan, training materials, and any other project artifacts and deliverables.</i>	<i>Within one week of the end of training.</i>

Clear Form

Print Form

CONTRACT COVER SHEET

NEW CONTRACT INCREASE AMENDMENT # _____ (PO# _____ /Contract # _____)

PLEASE FORWARD COVER SHEET, WITH CONTRACT AND AMENDMENT (IF APPLICABLE), TO THE PURCHASING DIVISION.

CONTRACTOR: <u>Craola Consulting LLC</u>	DEPARTMENT: <u>CEO</u>
<u>1053 Talbot Ave</u>	DIVISION: <u>OES</u>
<u>Albany, CA 94706</u>	PREPARED BY: <u>D. Thrasher</u>
NIGP CODE:	PHONE: <u>552-3857</u>
	DATE: <u>4/29/11</u>

VENDOR NUMBER: _____ BUSINESS ASSOCIATE: Y or N

CONTRACT DESCRIPTION: Development of Care x Shelter Operations Plan

	-1-	-2-	-3-	-4-	-5-
LINE DESCRIPTION	<u>FY09-SHP</u>	<u>FY10-MMRS</u>			
FUND *REQUIRED	<u>1690</u>	<u>1685</u>			
ORG *REQUIRED	<u>17271</u>	<u>17290</u>			
ACCT *REQUIRED	<u>64720</u>	<u>64720</u>			
GL PROJ					
LOC					
MISC					
AMOUNT *REQUIRED (ENCUMBRANCE AMOUNT FOR CURRENT FISCAL YEAR)	<u>12,197</u>	<u>27,303</u>	<u>= \$39,500</u>		

***** IMPORTANT *****

CONTRACT EFFECTIVE DATE: 3/1/11 EXPIRATION DATE: 11/1/11

CERTIFICATE OF INSURANCE: REQUESTED _____ RECEIVED _____ DATE _____

ADOPTED BY THE BOARD: Y or N CURRENT-YEAR or RESOLUTION NO: _____

TO BE PAID WITH FEDERAL FUNDS?: Y or N IF YES, EPLS CHECKED?: Y or N

NOTES: _____

***** THIS SECTION IS FOR PURCHASING DIVISION USE. *****

TYPE _____ REV # _____ MAX AMT \$ _____

AMENDMENT START DATE _____ AMENDMENT STOP DATE _____ SEND CONTRACT TO VENDOR Y or N

APPROVED BY: _____ ENTERED BY: _____ CONTRACT #: _____

DATE: _____ DATE: _____ PO #: _____

\$27,303



Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : Tessco
CT Code : 03-BSE-01 (Reciprocal)
as of 29-Apr-2011 2:05 PM EDT**

Your search returned no results.



Purchasing Division

1010 TENTH ST, SUITE 5400
MODESTO, CALIFORNIA 95353
TEL: (209) 525-6319
FAX: (209) 525-7787

STANISLAUS CO.

OFFICE OF EMERGENCY SERVICES
(209) 552-3600
3705 OAKDALE RD
MODESTO, CA 95357

Purchase Order
PURCHASE ORDER NO. REVISION PAGE
100120 0 1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.
DATE OF ORDER BUYER
10-MAY-11 C Blair
DATE OF REVISION BUYER

VENDOR: CIRAOLO CONSULTING LLC
CIRAOLO CONSULTING LLC
1053 TALBOT AVE
ALBANY, CA 94706

MAY 12 2011

OES/FIRE WARDEN

BILL TO

OFFICE OF EMERGENCY SERVICES
(209) 552-3600
3705 OAKDALE RD
MODESTO, CA 95357

CUSTOMER ACCT NO VENDOR NO. PAYMENT TERMS FREIGHT TERMS F.O.B. SHIP VIA
73707 30 NET PREPAID DESTINATION COMMON CARRIER
CONFIRM TO/TELEPHONE REQUESTOR / DELIVER TO

Table with columns: Line, PART NUMBER / DESCRIPTION, DELIVERY DATE, QUANTITY, UNIT, UNIT PRICE, EXTENSION, TAX. Row 1: CONTRACT # 27734, FY 10/11, DEVELOPEMNAT OF CARE SHELTER OPERATIONS PLAN, CONTRACT MAX \$ 39,500. EXPIRES 11/1/11, All prices and amounts on this order are expressed in: US dollar, 12,197.00, N.

Total Continued

By accepting this purchase order you agree to the County's terms and conditions found at: http://www.stancounty.com/purchasing/

AUTHORIZED SIGNATURE [Handwritten Signature]



Purchasing Division

1010 TENTH ST, SUITE 5400
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MODESTO, CA 95357

PURCHASE ORDER NO. REVISION PAGE

100120 0 2

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OFFICE OF EMERGENCY SERVICES
(209) 552-3600
3705 OAKDALE RD
MODESTO, CA 95357

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CIRAOLLO CONSULTING LLC
1053 TALBOT AVE
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73707 30 NET PREPAID DESTINATION COMMON CARRIER

CONFIRM TO/TELEPHONE REQUESTOR / DELIVER TO

Line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
2	FY 10-MMRS 1685.17290.64720 o SHIP TO: Address at top of page					27,303.00	N

Total 39,500.00

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AUTHORIZED SIGNATURE