

AGENDA TRANSMITTAL FORM

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
7/9/13	

To: Board of Supervisors
 Date: 6/20/13

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

Department Head Signature *James Rooney*

Agenda Title: Megabyte property tax systems agreement for 2013-14

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Megabyte Property Tax System Maintenance Agreement and SQL- Server Database Support Agreement for 2013-14, as attached.

These we already previously routed by e-mail for pre-approval by county counsel, CAO, GSA, IT Auditor and Treasurer/ Tax Collector.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Contract Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Committee Review? N/A <input type="checkbox"/> Name _____ Committee Recommendation: _____	Comments: _____ _____

Request Reviewed by:

Chairman <u><i>Russ</i></u>	Counsel <u><i>GG</i></u>
Auditor <u><i>GH</i></u>	GSA Director <u><i>Hop</i></u>
CAO _____	Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date July 9, 2013 Time 9 am. Item # 4A

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____	For meeting of _____	

**AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2013 and terminating June 30,
2 2014 by and between the COUNTY OF AMADOR, hereinafter referred to as the "County" and
3 MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin,
4 California 95677, hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

5 1. The County hereby engages the services of the Contractor, and the Contractor agrees to
6 serve County in accordance with the terms and conditions set forth herein.

7 2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall
8 provide the services described in Exhibit A attached hereto and incorporated herein as
9 part of this agreement.

10 3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay
11 Contractor the amount set forth in Exhibit B attached hereto and incorporated herein as
12 part of this agreement. Support to County in excess of the terms of this agreement, as
13 deemed necessary by County, will be billable to County at Contractor's standard hourly
14 rate subject to advance written approval of County. If on-site support is required, travel
15 time and expenses will be charged in addition to the hourly rate for work on-site.

16 4. Payments. County shall make payments of compensation hereunder monthly on submittal
17 of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630
18 Sunset Blvd, Suite 100, Rocklin, California 95677, within 15 working days of receipt of the
19 invoice. Invoices shall be submitted to:

20 COUNTY OF AMADOR
21 Office of Auditor/Controller
22 810 Court Street
23 Jackson, CA 95642

24 5. Changes. Changes and modifications to this Agreement may only be made by prior
25 written change order of County, accepted in writing by the Contractor, specifying such
26 change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to
27 by the parties hereto. In no case shall County pay for any extra work or material furnished
28 except as previously agreed upon in such a written change order. The Contractor and the

29 County shall determine whether any change or modification will cause a delay in
30 Contractor completing all work and if so, the duration of such delay.

31 6. Non-discrimination. Contractor agrees to provide services without discrimination based
32 on race, creed, color, ethnic or linguistic identification, gender or sexual preference,
33 disability or handicap or any other basis prohibited by law.

34 7. Alcohol-Free and Drug-Free Workplace. Contractor acknowledges that it has received a
35 copy of the County's policy regarding Alcohol-free and Drug-free workplace. Contractor
36 shall adhere to the policy while working on County premises as set forth on the
37 Contractor's acknowledgement attached hereto and incorporated herein as part of this
38 agreement.

39 8. County's Responsibility to Provide. County will provide, at its own expense, access to
40 Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds
41 (County minimum of T1 or business DSL speed).

42 9. No Waiver by County. Inspection of the work by the County, or the statement by any
43 officer, agent, or employee of the County, prior to written acceptance of the work or any
44 part thereof, indicating that the work or any part thereof complies with the requirements
45 of this Agreement, or the County's payment for the whole or any part of the work, or any
46 combination of these acts, shall not relieve the Contractor of obligation to fulfill this
47 Contract as prescribed. Waiver of any provision of this Agreement by the County in any
48 single instance shall not prejudice County's right to enforcement of all provisions of this
49 Agreement in any other instance.

50 10. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the
51 County, its officers, agents, and employees, from and against any and all claims and
52 losses whatsoever accruing or resulting to any and all persons, firms or corporations for
53 damage, injury or death as a result of negligence by Contractor in Contractor's
54 performance of this Agreement.

55 11. Patent or Copyright Infringement.

56 A. Contractor represents that the materials and products produced hereunder do not
57 violate others intellectual property rights (which include patent, copyright, trademark,
58 trade secret or other proprietary right.) In the event a claim, cause of action,
59 proceeding or other legal action should arise in which there are claims that the
60 materials and/or products infringe or violate another's intellectual property rights,
61 Contractor shall undertake to protect, defend, settle or resolve the proceeding at no

62 cost, whatsoever, to County, including, but not by way of limitation, legal fees,
63 disbursements, judgments, or the like. Contractor shall protect, defend and
64 indemnify and hold County harmless, subject only to County giving Contractor
65 prompt written notice of any such third party claim, cause of action or proceedings
66 and rendering to Contractor any reasonable information, assistance or access to
67 documents and materials required in the defense of any such cause of action.

- 68 B. Should the materials and/or products in Contractor's opinion, be likely or become the
69 subject of a claim of infringement of a patent, copyright or trademark, Contractor
70 may do any of the following: (1) obtain a legally binding right for County to use, at
71 no cost to County, the material and/or product; (2) replace or modify the material
72 and/or product so that it is non-infringing yet still complies with the RFP and the
73 Contract specifications; (3) repurchase the material and/or product by refunding all
74 moneys paid by County to Contractor for the material and/or product less
75 depreciation and reasonable costs for use and such other amounts as are mutually
76 agreeable to County and Contractor.

77 12. Title to Work. Upon termination of this agreement for any reason title to, ownership of,
78 and all applicable patents, copyrights and trade secrets in the MPTS2000+/MPTS2010+
79 software, shall remain with the contractor as owner/holder of such patents, copyrights, and
80 trade secrets, who shall retain complete rights to market such product, and no such rights
81 shall pass to County. However, County shall receive, at no additional cost, a perpetual
82 license to use such products for its own use.

83 13. Source Code. Contractor shall place source code for the licensed software and any
84 changes thereto, into a software escrow account. County shall have access to the source
85 code in the event Contractor fails to fulfill its maintenance and support obligations, or in
86 the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County
87 shall be able to use the source code according to the terms of this agreement, and must
88 also be permitted to modify the code for its own use consistent with this agreement.

89 14. Insurance. Contractor shall maintain, at Contractor's own expense during the term hereof,
90 insurance with respect to Contractor's performance of this Agreement of the types and in
91 the minimum amounts described generally as follows:

- 92 A. Full Workmen's Compensation and Employer's Liability Insurance covering all
93 employees of Contractor as required by law in the State of California.

94 B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance
95 (Bodily Injury and Property Damage) of not less than One Million Dollars
96 (\$1,000,000) combined single limit per occurrence (claim made).

97 C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage)
98 on owned, hired, leased and non owned vehicles used in conjunction with
99 Contractor's business of not less than Three Hundred Thousand (\$300,000)
100 combined single limit per occurrence (claim made).

101 15. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the
102 aforementioned insurance shall be furnished by the Contractor to the Amador County
103 office of Risk Management, 810 Court Street, Jackson, CA 95642. The certificate of
104 insurance shall specify that County must be given written notice 30 days prior to the
105 cancellation or modification of any such insurance.

106 The comprehensive Liability Insurance Policy must be endorsed to name the County of
107 Amador as an Additional Insured under the policy as respects this Agreement.

108 16. Insurance in Force and Effect During Contract Period. The insurance specified above
109 shall be in a form and placed with an insurance company or companies satisfactory to
110 County, and shall be kept in force and effect until completion to the satisfaction and
111 acceptance by County of all work to be performed by the Contractor under this
112 Agreement.

113 17. Confidentiality. Confidential information is defined as all information disclosed to
114 Contractor which relates to the County's past, present, and future activities, as well as
115 activities under this Contract. Contractor will hold all such information in trust and
116 confidence. Upon cancellation or expiration of this Agreement, Contractor will return to
117 County all written and descriptive matter which contains any such confidential
118 information.

119 18. Independent Contractor. Contractor shall perform this contract as an independent
120 contractor for all purposes. Contractor is not, and shall not be deemed, a County
121 employee for any purpose, including worker's compensation. Contractor shall, at
122 Contractor's own risk and expense, determine the method and manner by which the
123 duties imposed on Contractor by this contract shall be performed; provided that County
124 may monitor the work performed by Contractor; and provided further that Contractor shall
125 observe and comply with all laws and rules applicable to County in performing the work.
126 Contractor, not County, shall be responsible for Contractor's negligence and that of
127 Contractor's agents and employees in performing the work. Contractor shall be entitled

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to none of the benefits accorded to a County employee. County shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including but not limited to amounts required to be withheld for state and federal taxes. Contractor alone shall be responsible for all such payments.

19. Termination. The County or Contractor may terminate this agreement with 60 days written notices.

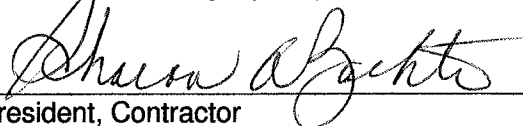
20. Notices. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the First Class United States mail, by certified, or by registered mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin, California 95677. Notices to the County shall be addressed Amador County MIS Director. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

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

By _____
Chairman, Board of Supervisor's
Richard M. Forster

Dated: _____

CONTRACTOR: Megabyte Systems, Inc

By 
President, Contractor

Dated: 06.24.13

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for the Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
 - Web training classes
 - Training materials will be posted on the Megabyte website
 - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
 - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County)
 - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
 - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
 - Assistance with balancing property and tax assessment programs.
 - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.
- Several significant enhancements will be made to the system at no additional charge as follows:
 - Workflow for Assessor.
 - Appraisal Suite for Assessor.
 - Direct sale enrollment for certain property transfers.
 - Trees & vines data capture and assessment.
 - Cashiering for Tax Collector with upgrade to Heartland
 - Document Imaging for Auditor / Tax Collector (already completed and installed)

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Contractor full administrator rights (SA).

SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2013 – 6/30/2014	MPTS Property Tax System Maintenance/Support	\$9,004.57

COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:
\$150.00 per hour
2. On-site support, with a four-hour minimum, including time in transit.
\$150.00 per hour
3. Travel expenses: At actual cost in accordance with County's current travel expense policy.

COUNTY OF AMADOR		Number
POLICY & PROCEDURES MANUAL		2-300
SECTION:	HUMAN RESOURCES	ALCOHOL-FREE AND
ISSUE DATE:	August 6, 2002	DRUG-FREE WORKPLACE;
PAGE NO:	17 of 17	DRUG & ALCOHOL TESTING

ATTACHMENT "B"

ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY ACKNOWLEDGMENT FORM FOR CONTRACTORS

The undersigned, authorized signatory for MEGABYTE SYSTEMS, INC. (the "Contractor"), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 *et seq.*; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "B" is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No.: 77-0547969

Printed Name: SHARON A ZACHTE

Signed:  Date: 06.24.13

Title: PRESIDENT

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: June 17, 2013

Agmt

From: JON HOPKINS, DIRECTOR - GSA
 (Department Head - please type)

Phone Ext. X759

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

Meeting Date Requested:
July 9 2013

Department Head Signature _____

Agenda Title: Approve contract for the Household Hazardous Waste Program to CEC Eco Solutions Arroyo Grande, CA

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

On Thursday, June 13, 2013 at 1:30 RFP No. 13-10 for Waste Management household hazardous waste program were received, opened and publicly read. CEC Eco Solutions, Inc. was the sole responder and has reduced their total costs.

Recommendation/Requested Action:

Award RFP No. 13-10 to CEC Eco Solutions in the amount of \$73,336.00 and approve the attached contract.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

N/A

Is a 4/5ths vote required?

Yes No

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

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: Memo dated 10/9/12 is attached.

Request Reviewed by:

Chairman [Signature]

Counsel [Signature]

Auditor [Signature]

GSA Director [Signature]

CAO _____

Risk Management _____

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

Jon Hopkins, GSA Director; Jim Mchargue, REHS, Solid Waste Program Manager

FOR CLERK USE ONLY

Meeting Date July 9, 2013 Time 9 a.m. Item # 4B

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____
 For meeting _____
 of _____

ATTEST: _____
 Clerk or Deputy Board Clerk

Save

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of **October 1, 2013** by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and **CEC Eco Solutions, Inc.**, a California Corporation (the "Contractor").

RECITALS

A. Pursuant to Government Code Section 31000, County desires to engage professional assistance to provide the hereinafter set forth special services.

B. Contractor is in the business of providing services similar to those set forth in this Agreement.

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFOR, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR.

- 1.1 Contractor shall provide the services described in **Attachment A ("Work")** attached hereto and incorporated herein by this reference. Contractor shall perform the Work with experienced personnel and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by contractors in similar fields and in accordance with sound professional practices and in compliance with applicable federal, state and local laws and regulations. Contractor is authorized immediately upon full execution of this Agreement and delivery of the insurance documents required by Section 11, and shall proceed to perform the Work in accordance with this Agreement.
- 1.2 Contractor shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the Work and resolve matters of concern; (b) require Contractor to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.
- 1.3 Performance of the Work shall be completed within the time required herein or prescribed for an individual task by County; provided, however, that if performance is delayed by earthquake, flood, high water or other act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's

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

5. COMPENSATION TO CONTRACTOR. Contractor shall submit monthly invoices in arrears indicating for each item of the Work the task performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses. Compensation to Contractor shall be paid on a time-and-materials basis in accordance with the fee schedule and list of reimbursable expenses set forth on **Attachment B** attached and incorporated by this reference, with a cost not-to exceed limit of **\$73,336.00**.

County shall make payment to Contractor within 30 days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

6.3 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

6.4 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

Dollars(\$2,000,000) annual aggregate for bodily injury and property damage, including volunteer excess medical coverage. Policy shall also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. Commercial General Liability shall be on an Occurrence Form.

Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials,

any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity. Contractor's indemnity obligations shall not be limited by the amount of insurance provided.

14. PUBLIC RECORDS ACT DISCLOSURE. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed by County to be required by law or by court order.
15. NON-DISCRIMINATION. Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
16. CONFLICT OF INTEREST. Contractor warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.
17. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges that it has obtained and read a copy of the County's policy regarding alcohol free and drug free workplace available for review at: <http://www.amadorgov.org/Policies>, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as **Attachment C**.

24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY:

CONTRACTOR:

CEC Eco Solutions, INC, a California corporation


BY: _____
Richard Forester
Chairman, Board of Supervisors

BY: Charles Teaberg
Name: Charles Teaberg
Title: President

Federal I.D. No.: 20 281 6195

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____

BY: _____
Deputy

ATTACHMENT A – (“Work”)

1. Includes all services specified in the 2013 RFP 13-10 Amador County Household Hazardous Waste Collection Program and;
2. CEC Eco Solutions, Inc.’s proposal dated June 13, 2013 and;
3. This agreement.

ATTACHMENT B - FEE SCHEDULE

Compensation for the Work shall not exceed the total proposed project cost of **\$73,336.00**. Contractor shall submit for review and approval invoices detailing the services provided in accordance with this contract.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

ATTACHMENT C – ALCOHOL POLICY

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE
AND DRUG & ALCOHOL TESTING
POLICY ACKNOWLEDGEMENT FORM
FOR CONTRACTORS**

The undersigned, authorized signatory for **CEC Eco Solutions, INC.** (the “Contractor”), certifies as follows:

1. Contractor has received a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor’s officers, sub-contractors, and agents who perform services pursuant to the Contract to which this **Attachment “C”** is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No.: 20-2816195

Printed Name: Charles Tenborg Date 6-20-13

Title: President

Signature: Charles Tenborg

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
July 9, 2013	

To: **Board of Supervisors**

Date: July 2, 2013

From: Aaron Brusatori *AB*
 (Department Head - please type)

Agmt

Phone Ext. 248

Department Head Signature *Aaron Brusatori*

Agenda Title: Chairman to sign Drainage Facilities Maintenance Agreement - Jackson Valley Fire Protection District

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Transportation and Public Works requests the Board to authorize the Chairman to sign the Drainage Facilities Maintenance Agreement for Jackson Valley Fire Protection District. This agreement will insure ongoing maintenance of drainage facilities on Curran Road to maintain the free flow of run-off from the County culvert.

Recommendation/Requested Action:
Approve and sign the three originals of the Agreement

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

Is a 4/5ths vote required? Yes No

Committee Review? Name _____ N/A

Committee Recommendation: _____

Contract Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments: <u>Agreement attached (3 originals)</u>			

Request Reviewed by:

Chairman _____	Counsel _____
Auditor _____	GSA Director <u><i>Hot</i></u>
CAO _____	Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date July 9, 2013 Time 9 a.m. Item # 4C

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Department of Transportation
and Public Works
810 Court Street
Jackson, CA 95642

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DRAINAGE FACILITIES MAINTENANCE AGREEMENT

THIS DRAINAGE FACILITIES MAINTENANCE AGREEMENT (this "Agreement") is made as of _____, 2013, by and between the COUNTY OF AMADOR ("County"), a political subdivision of the State of California, and the JACKSON VALLEY FIRE PROTECTION DISTRICT, a California fire protection district ("District").

RECITALS

- A. District is the owner of certain real property located at 2701 Quiver Drive, Ione, California 95640 ("Property"). APN: 003-460-028-000.
- B. Owner has applied for a grading permit for the development of the Property, which includes construction of certain drainage facilities as further described in Attachment A, attached hereto and incorporated herein ("Drainage Facilities)."
- C. As a condition of approval, the County has required that the District agree to be responsible for the ongoing maintenance of the Drainage Facilities.

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

- 1. Maintenance of Drainage Facilities. After construction and inspection of the Drainage Facilities, the District, at its own expense, shall maintain the Drainage Facilities in proper operating condition so that they do not interfere with the free flow of runoff from the County culvert.
- 2. Enforcement. The provisions of this Agreement shall be enforceable at law and in equity by County and District. In the event of any legal or equitable proceeding for the enforcement of or to restrain the violation of the Agreement or any provision thereof, the prevailing party therein shall be entitled to reasonable attorneys' fees.

3. Covenant Running with the Land. This Agreement shall be binding upon and shall inure to the benefit of County and District and their respective successors, assigns and legal representatives. The restrictions and obligations set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property.

4. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

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

COUNTY:

DISTRICT:
Hugh S Herfel
Hugh S Herfel

BY: _____
Richard Forster
Chairman, Board of Supervisors

[Name]
[Title] *Boall Chairman*

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 7-2-13

Misc.

From: Eugene J. Lowe, Auditor-Controller
(Department Head - please type)

Phone Ext. 363

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

Department Head Signature

Eugene J. Lowe

Agenda Title: Approval to hire Finance Assistant II

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

Recommendation/Requested Action:
Approval to Hire Finance Assistant

Fiscal Impacts (attach budget transfer form if appropriate)

Budgeted

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments: _____

Committee Review?

N/A

Name

Administrative

Committee Recommendation:

Approval

Request Reviewed by:

Chairman

[Signature]

Counsel

[Signature]

Auditor

[Signature]

GSA Director

[Signature]

CAO

Risk Management

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

HR, Auditor

FOR CLERK USE ONLY

Meeting Date

July 9, 2013

Time

9 a.m.

Item #

7A

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on

A new ATF is required from

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

Completed by

Department
For meeting
of

ATTEST: _____

Clerk or Deputy Board Clerk

Save

AUDITOR-CONTROLLER

810 COURT STREET JACKSON, CA 95642-2132 TELEPHONE (209) 223-6357 FAX (209) 223-6721

EUGENE J LOWE, AUDITOR-CONTROLLER



May 28, 2013

Diane Blanc
Director of Human Resources
County of Amador

Our office has undergone massive changes over the past several years. There has been three retirements of long term staff members the most recent one in December 2012. We have lost combined knowledge of over 100 years. In anticipation of Susan Morton's, Payroll Specialist II, retirement at the end of July 2013, we are proposing reorganizing the Auditor's Office and reclassifying certain personnel. We believe the reclassification of existing personnel is in the best interests of the Auditor's Office as well as the County.

Coleen Estey has been with the Auditor's Office for 12 years and in the past four years has been assisting with payroll. Her current position is Payroll Specialist I. Over the past few months she has been taking on more responsibility in regards to payroll and doing more of the duties of Payroll Specialist II. Coleen will be reclassified to Payroll Specialist II.

Vickie Nygren has been with the Auditor's Office for four years and is currently a Finance Technician. Vickie is very knowledgeable of our computer system and would be able to transition over to payroll functions easily. She will be reclassified to Payroll Specialist I.

Michelle Begovich is currently working as a Finance Assistant II. Along with doing the duties of that position, she is maintaining daily receipt balancing, helping with auditing claims, and posting journal entries which are the duties of a Finance Technician. Michelle will be reclassified to Finance Technician.

Along with the reorganization of existing personnel, we will need to hire another person for our office. This reorganization should enable us to have a smooth transition following the next retirement. Do we need to have Administrative Committee approve this reorganization?

Sincerely,


Eugene J Lowe
Auditor-Controller

Cc Chuck Iley CAO

FINANCE ASSISTANT II

DEFINITION

Under general supervision, performs a variety of general clerical accounting activities related to the preparation and maintenance of financial and statistical records in a manual or automated environment; receives and processes a variety of accounting transaction documents; obtains and compares information related to department records, programs, and services; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the journey level classification in the Finance Assistant series. This classification is distinguished from the Finance Assistant I in that the incumbents at this level are responsible for independently performing the full range of assigned duties.

This classification is distinguished from the Senior Finance Assistant in that the latter is an advanced journey level classification assigned to positions which require a specialized functional expertise, or which provide lead supervision over assigned staff.

REPORTS TO

Higher level management or supervisory staff.

CLASSIFICATIONS SUPERVISED

This classification does not exercise supervision over staff.

EXAMPLES OF DUTIES

The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.

- Maintains financial and statistical records
- Assists in preparing fiscal reports
- Makes arithmetical tabulations
- Codes, verifies, posts, and files various financial documents
- Checks data in various documents for accuracy
- Establishes and maintains customer accounts
- Prepares invoices and aids taxpayers in the establishment of payment plans
- Assists with compilation of budget information including work and time records

FINANCE ASSISTANT II - 2

- Gathers and summarizes information from source documents or computerized reports and arranges it in understandable, presentable, or prescribed formats
- Handles transactions involving money and other negotiable items related to a department's programs and operations
- Provides check, balance, and reconciliation of cash statements and computerized reports
- Processes invoices, purchase orders, forms, and other records
- Operates automated systems to produce letters, reports, summaries, notices, checks, data, spreadsheets, and standardized forms
- Assists the public on questions regarding County taxes and fiscal records
- Assists in the tax collection process including the billing, processing, collection of payment, preparation and recording of tax liens and the release of tax liens
- Assists in data collection to process vehicle title transfer requests
- Contacts vendors and researches past due invoices
- Performs other clerical duties such as typing, filing, counter and customer service, copying, answering phones
- Performs related duties as required.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and fax machine.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; continuous contact with staff and the public.

MINIMUM QUALIFICATIONS

Knowledge of:

- Financial operations, services and activities of assigned department.
- Principles and practices of clerical accounting including transactions, files and records maintenance.
- Methods and techniques of tracking and reconciling information between documents, accounts and ledgers.
- Principles and practices of customer service.
- Modern office practices, methods, and procedures including computers and assigned software.
- Basic mathematics such as addition, subtraction, multiplication, division, decimals, fractions, and percentages.
- Methods, practices, and procedures of bookkeeping, accounts receivable, and accounts payable processes.
- Applicable state and federal guidelines and regulations.

FINANCE ASSISTANT II - 3

Ability to:

- Perform fiscal clerical duties in assigned department or unit including accounts payable, accounts receivable, treasury, tax collection and related areas.
- Review and process a variety of accounting transactions including invoices, purchase orders, tax collection, liens and value transfer.
- Develop and maintain financial and accounting records.
- Interpret computer printouts.
- Make arithmetic computations with speed and accuracy.
- Calculate solutions to math problems including addition, subtraction, division, multiplication, percentages, decimals, and fractions.
- Compare, transcribe, track, and reconcile information between documents, accounts, and ledgers.
- Enter data quickly and accurately into automated system.
- Operate standard office equipment including computers and assigned software.
- Locate, identify, and correct inaccurate or incomplete information.
- Perform a variety of financial recordkeeping assignments.
- Prepare and maintain accurate reports and records.
- Understand and carry out oral and written directions.
- Communicate effectively, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

Training and Experience: *Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:*

Education

A high school diploma or GED equivalent.

Experience

Two (2) years of increasingly responsible experience in fiscal accounting and record keeping.

-OR-

One (1) year of experience as a Finance Assistant I with Amador County.

Special Requirements

Possession of an appropriate, current, and valid California Driver's License issued by the California Department of Motor Vehicles.

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: June 17, 2013

Misc.

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>July 9, 2013</u>	

From: _____
(Department Head - please type)

Phone Ext. 470

Department Head Signature _____

Agenda Title: Amended Water Supply Fund Administration, Eligibility and Criteria Policy

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

This item is a return from the Board of Supervisor's meeting of May 14, 2013 approving the changes to the Water Supply Fund Administration, Eligibility and Criteria Policy and authorizing the Chairman to sign the amended policy.

Recommendation/Requested Action: _____

Fiscal Impacts (attach budget transfer form if appropriate) _____

Staffing Impacts _____

Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Contract Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Committee Review? Name _____ N/A <input type="checkbox"/> Committee Recommendation: _____	Comments: <u>Amended Policy attached (including redline version approved at BOS meeting on May 14, 2013).</u>

Request Reviewed by:

Chairman <u><i>[Signature]</i></u>	Counsel <u><i>[Signature]</i></u>
Auditor <u><i>[Signature]</i></u>	GSA Director <u><i>[Signature]</i></u>
CAO _____	Risk Management _____

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

Auditor: _____

FOR CLERK USE ONLY

Meeting Date <u>July 9, 2013</u>	Time <u>9 a.m.</u>	Item # <u>7B</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes: _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	

Distributed on _____	A new ATF is required from _____ Department _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

Save

Water Supply Fund Administration, Eligibility and Criteria Policy

PURPOSE:

To develop, ~~replace, improve, enhance, and/or~~ finance reliable public water supply systems for Amador County including wastewater systems which result in recycled water supply. The Water Supply Fund is intended to be a revolving fund and renewed as loans are repaid. Loans may be provided by the Board of Supervisors for eligible water supply projects or studies.

DEFINITIONS:

Water Supply System means a system including source water, collection, transmission, treatment, storage, and distribution which provides water to consumers for domestic, commercial, industrial, public service, irrigation, fire protection and other water uses acceptable to the Board of Supervisors.

Recycled water means water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or a controlled use that would not otherwise occur and is therefore considered a valuable resource.

APPLICATION REVIEW:

When appropriate, the Board of Supervisors may designate a Review Committee, familiar with water matters (technical and financial), ~~which may include one member or designee of the County Board of Supervisors, one member from the Amador Water Agency and one member from the Jackson Valley Irrigation District~~ to make recommendations to the Board of Supervisors after reviewing applications.

ELIGIBILITY CRITERIA:

1. ~~Water Supply Fund applications can be for municipal, industrial or agricultural purposes.~~
2. Groundwater wells (Public Water Supplies) may be eligible if no other source of water is available for development and/or if existing wells fail, or additional reliable supply is needed.
3. Hydroelectric or other related projects may be recognized as qualifying projects provided that the revenue from these projects is used for public water supply systems or the hydroelectric project debt service repayment.
4. No loan from the Water Supply Fund shall be made which would deplete the cash balance below \$1,000,000; provided, however, that the minimum \$1,000,000 may be used in an emergency. The Water Supply Fund shall have no maximum balance.
5. A revenue plan ~~may be~~ is required prior to approval of the loan . This revenue plan must adequately identify expenses and revenues for operation maintenance, replacement and loan repayment for the given applicant and associated project.
6. The borrowing agency or entity will provide a report to the Board of Supervisors upon the completion of the proposed project, study, or program for which the funds were used.
7. Borrowers shall adhere to the Public Contracts Code and other applicable law in the bidding of projects and the awarding of contracts to the lowest responsible bidder or, when legally appropriate, deciding to perform the work by force account.
8. The borrowing agency or entity shall employ all of the professional consultants or staff necessary and assure the project is economically, hydrologically, environmentally, and legally sound.
9. The Water Supply Fund can be used for wastewater projects where

there is resulting recycled water supply suitable for a direct beneficial use or a controlled use.

10. The applicant must be a legal public entity, fully operational and adequately staffed and with a primary responsibility of providing water or wastewater service.
11. The Water Supply Fund may be used for preliminary studies that include economic, hydrologic, engineering, environmental, and other related activities that may be considered as part of the project cost.
12. The Water Supply Fund will not to be used for membership dues to any organizations.
13. The Water Supply Fund shall not be used for general fund expenses of any public entity.
14. Upon project completion, any unused funds shall be returned to the Water Supply Fund.
15. New subdivisions' water systems shall be installed at the developers' expense and not with the Water Supply Fund money even if a developer proposes the formation of a new public entity for that development.

ELIGIBILITY PROCESS:

To determine eligibility, an applicant shall submit a request and project description in writing which will be used for screening purposes and reviewed by the Board of Supervisors or its designated Review Committee.

Where the loan and/or grant request does not strictly meet the criteria, but the project benefits would meet the purpose of the Water Supply Fund, special conditions may be considered by the Board of Supervisors.

The Board of Supervisors or its designated review committee will evaluate

the affordability of the project to ratepayers when considering the loan request.

INTEREST RATE AND TERMS:

1. Terms of loan may be recommended by the Review Committee or approved by the Board of Supervisors based on merit of the project as well as meeting the Water Supply Fund purpose.
2. Board of Supervisors will establish an Interest rate in consultation with the County Treasurer/Tax Collector and in compliance with the current County investment policy.
3. A loan payment can be extended under certain conditions such as the following:
 - A. Emergencies: Natural disasters, declared emergencies.
 - B. Drought, floods, major disaster, etc., to be defined by the Review Committee or Board of Supervisors.
 - C. Board of Supervisors may determine a need when an overriding circumstance exists.

In the event a loan is in default, or about to go into default, the Board of Supervisors or its designated Review Committee will review the financial problems of the borrower and make recommendations for consideration by the Board of Supervisor for correction.

The Board of Supervisors or designated Review Committee will analyze the loan application and consider the affordability to repay the loan along with project benefits when considering requests or establishing loan terms.

The Board of Supervisors, in special circumstances, may consider grants for eligible water supply projects or studies. An affirmative vote of at least three

(3) Supervisors ^{will} ~~shall~~ be required to approve any loan or grant.

Approved by Board of Supervisors

Date: _____

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: July 1, 2013

Nisc.

From: Michael W. Israel
(Department Head - please type)

Phone Ext. 536

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

Meeting Date Requested:

July 9, 2013

Department Head Signature *Michael W. Israel*

Agenda Title: REFUND OF ANNUAL PERMIT FEE.

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
The Chocolate Lady, a food facility, is no longer in business and has requested a refund of the annual permit fees paid to operate in 2013.

Recommendation/Requested Action:
Full Refund of Annual Permit Fee in the amount of \$159.00

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name Land Use Committee

Committee Recommendation:
full refund of annual permit fee. (Draft Minutes attached)

Comments: _____

Request Reviewed by:

Chairman *[Signature]* Counsel *[Signature]*
Auditor _____ GSA Director *[Signature]*
CAO *[Signature]* Risk Management _____

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

Environmental Health

FOR CLERK USE ONLY

Meeting Date July 9, 2013 Time 9 a.m. Item # 7C

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____
Noes: _____ Resolution _____ Ordinance _____
Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	For meeting of _____	

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: July 2, 2013

Misc.

From: Richard M. Forster, District II
(Department Head - please type)

Phone Ext. x470

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>July 9, 2013</u>	

Department Head Signature _____

Agenda Title: <u>Jackson Valley Fire Protection District</u>		
Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary) Discussion and possible action relative to a request for a waiver of building permit fees associated with the improvement project at Station 171 located at Quiver Drive in Lone.		
Recommendation/Requested Action:		
Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts	
Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input type="checkbox"/>	Contract Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Comments: _____	
Committee Review? N/A <input type="checkbox"/> Name <u>Administrative-July 1, 2013</u> Committee Recommendation: <u>Approval</u>		
Request Reviewed by:		
Chairman <u>[Signature]</u>	Counsel <u>GG</u>	
Auditor _____	GSA Director <u>[Signature]</u>	
CAO <u>[Signature]</u>	Risk Management _____	
Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)		
<u>Community Development Agency</u>		
FOR CLERK USE ONLY		
Meeting Date <u>July 9, 2013</u>	Time <u>9 a.m.</u>	
Item # <u>7D</u>		
Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution _____ Ordinance _____ Other: _____	
Noes: _____	Resolution _____ Ordinance _____	
Absent: _____	Comments: _____	
Distributed on _____ Completed by _____ of _____	A new ATF is required from _____ Department _____ For meeting _____ of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk

Save

AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
07/09/13	

To: Board of Supervisors

Date: July 3, 2013

Misc.

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

Phone Ext. 759

Department Head Signature _____

Agenda Title: Dispense with formal bid procedures for the purchase of (2) used vehicles from Big Valley Ford, Stockton, CA

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

These vehicles are for the Sheriff Detective Division, the funds have been approved through our 2012-2013 budget process and were encumbered into the 2013-2014 fiscal year.

Recommendation: Due to the unique nature of used vehicles, dispense with the formal bid procedures and authorize the Purchasing Agent to issue a P.O. in the amount of \$41,612.40 to Big Valley Ford, Stockton, CA for the purchase of one 2011 Ford Tarus SEL, \$21,011.40 and one 2012 Ford Fusion SEL \$20,601.00.

Recommendation/Requested Action:

See Above

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments: _____

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director Hop

CAO _____

Risk Management _____

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

GSA Jon Hopkins

FOR CLERK USE ONLY

Meeting Date

July 9, 2013

Time

9 a.m.

Item #

7E

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: July 1, 2013

Misc.

From: Jon Hopkins, Director

Phone Ext. X759

(Department Head - please type)

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

Meeting Date Requested:

07/09/13

Department Head Signature [Signature]

Agenda Title: Jail Property Assessment Contract

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

Please see the attached memorandum.

Recommendation: 1) Dispense with the RFP process and authorize the GSA Director, CAO and Sheriff to negotiate a contract not to exceed \$50k with the firm that provides the best value to evaluate jail construction options and costs utilizing the scope of work attached and; 2) Approve increase of \$50,000.00 to 1810 County Improvement line item 56185 from account no. 101184 for the Sheriff's Detention Facility.

Recommendation/Requested Action:

See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

Sufficient Funds are available

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name Administrative Committee

Committee Recommendation:

Proceed and place on consent agenda

Request Reviewed by:

Chairman _____

Counsel _____

Auditor _____

GSA Director [Signature]

CAO _____

Risk Management _____

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

GSA-Jon Hopkins; Auditor-Joe Lowe

FOR CLERK USE ONLY

Meeting Date

July 9, 2013

Time

9 a.m.

Item #

7F

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department

Completed by _____

For meeting

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *JHP*

DATE: July 1, 2013

SUBJECT: Jail property assessment contract

Since the conditional award of AB 900 monies in November of 2008, the Sheriff, CAO and I have continued to search for financial solutions to make the jail project a reality. However, each option we have explored to date has not been proven feasible. Our previous budgetary information is outdated, and property constraints and circumstances have evolved to where examining all options has been discussed with the Sheriff and CAO. Timing is critical too, as our project timetable as submitted to the Department of Corrections and Rehabilitation and Corrections Standards Authority noted a completion date of a new jail by 10/21/2011. Although the conditional award of \$22.7 million dollars sits in abeyance, we have been fortunate the State's Public Works Board has not called upon us to explain the delay in moving forward. The provisions in AB 900 become inoperative on June 30, 2017.

In a continued effort to exhaust all options (i.e. use of AB 900 monies, effect of AB 109, current construction costs and site options, etc.) proposals from selected firms that specialize in planning, design, program and project management, development and financing for jails were sought to provide an updated assessment of the jail project (attached is a scope of work). Of the three (3) firms contacted, two responded and one did not. Of the two that responded, their fees varied from approximately \$50k to \$87k for this assessment.

Non-competitive acquisitions should be avoided to the greatest extent possible, however, due to the unique nature of this specialized work the following was considered:

- A. Practicality: no local firms are available to perform this assessment and large firms performing \$100,000.00 dollar projects or more have declined involvement in the past due to the size of the project;
- B. Uniqueness: the combined capabilities and skills needed for this complex task mentioned above are scarce;
- C. Availability: geographically the available resources to contract with are limited;
- D. Feasibility: lack of competition significantly diminishes success through an RFP process;
- E. Cost-effectiveness: In accordance with the Public Contract Code the business need or purpose of this contract is known, but negotiation is necessary to ensure the County is receiving the most cost-effective services. In addition, the resources and expense of conducting a competitive procurement tailored to fit the unique needs of this negotiated work would not be an advantage.

Recommendation: 1) Dispense with the RFP process and authorize the GSA Director, CAO and Sheriff to negotiate a contract not to exceed \$50k with the firm that provides the best value to evaluate jail construction options and costs utilizing the scope of work attached and; 2) Approve increase of \$50,000.00 to 1810 County Improvement line item 56185 from account no. 101184 for the Sheriff's Detention Facility.

cc: Chuck Iley, County Administration Officer
file

SCOPE OF WORK

1. PHASE I – Verify the County’s current needs assessment report in relation to all three (3) sites, this report was done recently and will be the base for any verification:
 - a. Review and verify current needs assessment report soliciting stakeholders involvement
 - b. Recommend space needs if any, that will complement and enhance the current programming
 - c. Present system assessment, space use, and program evaluation findings
 - I. Examples:
 1. Evaluate current system processes and look for efficiencies
 2. Review current space use (how space within the jail is being used currently) compared to how future space use will be impacted
 - d. Identify areas of major need and recommendations for implementation
 - I. Examples:
 1. Potentially increasing future program space given the change in the type of inmate the County is now supervising
2. PHASE II - will provide evaluation assistance for the new jail and will present a Site Options Evaluation Report. The report will include:
 - a. Analysis of three identified site options for a new County jail to include:
 - I. Existing Amador County Jail and Sheriff’s offices
 - II. SPI property
 - III. 201.37-acre site
 - b. Analysis examples include:
 - I. Is the site suitable to build
 - III. Does the site allow for future expansion
 - IV. Is there enough space for adequate parking
 - c. Provide visual overlays of building footprints and spatial diagrams for each site
3. PHASE III - Review, validate, and update County’s construction costs and escalation estimates:
 - a. Review previous estimates
 - b. Ensure construction estimates reflect recent market pricing
 - c. Review escalation costs using most recent and readily available market data
 - d. Provide a current construction cost estimate that includes but is not limited to: on & off site costs; soft costs i.e. architectural fees construction & project management fees, etc.; environmental cost, fees i.e. impact, participation (to the extent these have been identified by the county), permit, etc.; FF&E’s; administration and staff costs; State fees and costs; and all cost to deliver a turn-key.
4. Review the potential impacts of the realignment inmate population (state inmates shifting to local county levels).and will include:
 - a. Review of realignment inmate population projections provided by the state to actual current levels
 - b. Assess and make recommendations, if needed, as to how realignment will affect future needs of the County.