

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 12, 2014

Resol.

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

Phone Ext. 538

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

Meeting Date Requested:

May 27, 2014

Department Head Signature _____

Agenda Title: LEA ENFORCEMENT ASSISTANCE GRANT

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Adoption of a resolution authorizing the Chairman of the Board to execute in the name of Amador County all grant documents, including but not limited to applications, agreements, amendments and requests for payment, necessary to secure grant funds from CalRecycle and implement the approved grant project for a period of 5 years.

Recommendation/Requested Action:

Adoption of resolution

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

budgeted

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management _____

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

Environmental Health - Certified Resolution

FOR CLERK USE ONLY

Meeting Date May 27, 2014 Time 9 a.m. Item # 38

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

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

IN THE MATTER OF:

RESOLUTION OF THE AMADOR)	RESOLUTION NO. 14-XXX
COUNTY BOARD OF SUPERVISORS)	
AUTHORIZING SUBMITTAL OF)	
APPLICATION(S) FOR ALL CALRECYCLE)	
GRANTS FOR WHICH AMADOR)	
COUNTY IS ELIGIBLE)	

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Amador County Board of Supervisors authorizes the submittal of application(s) to CalRecycle for all grants for which Amador County is eligible; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors or his/her designee is hereby authorized and empowered to execute in the name of Amador County all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 27th day of May, 2014 by the following vote:

AYES:
NOES:
ABSENT:

Chairman

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

Deputy

(RESOLUTION NO. 14-XXX)

(5/27/14)

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 2, 2014

Resol.

From: Susan Grijalva
(Department Head - please type)

Phone Ext. X380

<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>05/27/14</u>	

Department Head Signature *Susan Grijalva*

Agenda Title: Ag Exemption / AG01021

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
John E. Brownlie and Kathleen A. Brownlie have submitted an application for an Agricultural Building Permit Exemption. They have provided all of the necessary documents including the "AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE"

Recommendation/Requested Action:

Adopt the resolution and authorize the Chairman to sign the "Agreement to Limit Uses of Agricultural Structure".

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor *EG* GSA Director *HP*

CAO *AL* Risk Management _____

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

When Agreement is signed, return to Building Dept. w/certified Resolution & Acknowledgement of the Chairman's signature.

FOR CLERK USE ONLY

Meeting Date May 27, 2014 Time 9 a.m. Item # 3C

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

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO LIMIT USES OF AGRICULTURAL) RESOLUTION NO. 14-xxx
STRUCTURE – JOHN E. BROWNLIE AND KATHLEEN A.)
BROWNLIE)

WHEREAS, John E. Brownlie and Kathleen A. Brownlie (“Owner”), desire to construct an agricultural structure on their property and have applied for an Agricultural Building Permit Exemption; and

WHEREAS, Owner has applied for an Agricultural Building Permit Exemption and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement to Limit Uses of Agricultural Structure for Building Permit #AG01021 is required by Amador County Code Section 15.04.040 and was authorized by the Board of Supervisors at their May 27, 2014 meeting; and

WHEREAS, Owner understands and agrees that the exempted agricultural structure can only be used as provided in said Amador County Code Section 15.04.040 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit #AG01021 by and between the County of Amador and John E. Brownlie and Kathleen A. Brownlie on the terms and conditions contained therein as it relates to Building Permit #AG01021.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign, execute and record said Agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 27th day of May, 2014 by the following vote:

AYES:

NOES:

ABSENT:

Theodore F. Novelli
Chairman, Board of Supervisors

ATTEST:

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

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 036-190-086-000/17917 Clinton Rd.
Agricultural Building Permit Exemption No.:AG01021

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of May 27, 2014 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and John E. Brownlie and Kathleen A. Brownlie, ("Owners").

RECITALS

A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, described as follows:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19 AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 NORTH, RANGE 12 EAST, M.D.M. AND BEING THE SAME REAL PROPERTY DESCRIBED IN THE PATENT FROM THE UNITED STATES OF AMERICA TO MARTINO DOTTA, DATED FEBRUARY 20, 1881 AND RECORDED JUNE 15, 1881 IN BOOK A OF AGRICULTURAL PATENTS, PAGE 433, AMADOR COUNTY RECORDS.

TOGETHER WITH ANY PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, T.6N., R.11 E. AND ANY PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, T.6.N., R 12 E., M.D.M., THAT MAY HAVE BEEN ACQUIRED FROM GILDO DONDERO BY THAT CERTAIN INSTRUMENT ENTITLED, "BOUNDARY LINE AGREEMENT" DATED FEBRUARY 3, 1972 AND RECORDED MARCH 9, 1972, IN BOOK 223 OF OFFICIAL RECORDS, PAGE 64, AMADOR COUNTY RECORDS.

EXCEPT THAT PORTION THEREOF CONVEYED TO THELMA BOITANO AND ELTON BOITANO, HER HUSBAND BY DEED OF GIFT, DATED APRIL 30, 1951 AND RECORDED JULY 16, 1951 IN BOOK 44 OF OFFICIAL RECORDS, PAGE 327, AMADOR COUNTY RECORDS.

ALSO EXCEPT THAT PORTION THEREOF DESCRIBED IN THE DEED FROM VERNON J. CUNEO ET AL TO LOUIS DONDERO ET AL, DATED MARCH 29, 1955 AND RECORDED APRIL 12, 1955 IN BOOK 59 OF OFFICIAL RECORDS, PAGE 337 AMADOR COUNTY RECORDS.

ALSO EXCEPT ANY PORTION THEREOF CONVEYED TO GILDO DONDERO BY THAT CERTAIN INSTRUMENT ENTITLED, "BOUNDARY LINE AGREEMENT", DATED FEBRUARY 3, 1972 AND RECORDED MARCH 9, 1972 IN BOOK 223, OF OFFICIAL RECORDS, PAGE 64, AMADOR COUNTY RECORDS.

ALSO EXCEPT THAT PORTION THEREOF LYING WITHIN THAT PARCEL OF LAND DEPICTED AS, "ADJUSTED EVELYN CUNEO 1992 REVOCABLE LIVING TRUST-5.00 ACRES", ON RECORD OF SURVEY -BOUNDARY LINE ADJUSTMENT, FILED DECEMBER 5, 2008 IN BOOK 61 OF MAPS AND PLATS, PAGE 23 AMADOR COUNTY RECORDS.

Owner desires to construct an agricultural structure on the Property and has applied for an Agricultural Building Permit Exemption.

B. Owner understands and agrees that the exempted agricultural structure can only be used as provided in Amador County Code Chapter 15.04 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

C. As a condition of issuance of the Agricultural Building Permit Exemption, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.

D. Owner is aware and agrees that this agreement will be recorded in the Amador County Recorder's Office.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.

2. Restriction on Use of Agricultural Structure. Owner agrees that in no event shall the exempted agricultural structure be used for any purpose other than to house farm implements, hay, grain, poultry, livestock or horticultural products. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged. Employees may only enter the structure on an occasional basis to store or remove equipment or otherwise perform tasks of a limited duration that require infrequent access to the structure. The structure shall not be a place used by the public.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that despite an exemption from obtaining a permit, the exempted agricultural structure shall be constructed in compliance with Chapter 15.04 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

3.2 Owner understands and agrees that any violation of this Agreement or other condition under which the Agricultural Building Permit Exemption was granted may, at the County's sole discretion, void the exemption.

3.3 Owner acknowledges that if the Agricultural Building Permit Exemption becomes void, Owner shall be required to remove the structure or fully permit the structure (building permit application, plan check, inspection process, etc.) and pay all fees then in effect.

3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of its obligations under this Agreement.

4. County's Remedies Upon Default. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the agricultural structure that is inconsistent with this Agreement.

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (ii) fully permitted by the County.

6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

7. 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.

COUNTY:

OWNER: John E. Brownlie and Kathleen A. Brownlie

BY: _____
Theodore F. Novelli
Chairman, Board of Supervisors

BY: _____
John E. Brownlie

BY: _____
Kathleen A. Brownlie

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____
Deputy

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

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:	
May 27, 2014	

To: **Board of Supervisors**

Date: May 21, 2014

Resol

From: George E. Allen

Phone Ext. 371

(Department Head - please type)

Department Head Signature *George E. Allen*

Agenda Title: Parcel Map No. 2843 for Donna J. Deavers

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

The subject agenda item is a request for approval of Parcel Map No. 2843 and accepting and rejecting offers of dedication. This property is located on the easterly side of Deavers Road, approximately 300 feet southerly of the junction with Red Corral Road, in the Red Corral area. Assessor's Parcel No. 31-150-003

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A

Committee Review? N/A

Resolution Attached: Yes No N/A

Name _____

Ordinance Attached: Yes No N/A

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO *GA* Risk Management _____

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

Please transmit two copies of the resolution to Surveying; one set certified.

FOR CLERK USE ONLY

Meeting Date May 27, 2014 Time 9 a.m. Item # 3D

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

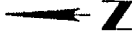
Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ 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
Completed by _____		

TERRA FIRMA
 LAND SURVEYING & ENGINEERING
 11310 PROSPECT DRIVE SUITE 10-207
 JACKSON, CALIFORNIA 95642
 1-408-286-8687/1-925-437-3700

**PARCEL MAP 2843
 FOR DONNA J. DEEVERS
 DEED REFERENCE 106 O.R. 74**
 WITHIN THE SW 1/4 SECTION 31
 T. 7N., R. 13E M.D.B.M.
 AMADOR COUNTY, STATE OF CALIFORNIA
 SCALE 1" = 50' APRIL 2013



SCALE 1" = 50'
 0 50 100

DETAIL
 "A"
 N.T.S.



CURVE TABLE
 C1 DELTA = 01°41'54" RADIUS= 640.00' LENGTH= 18.97'

LEGEND

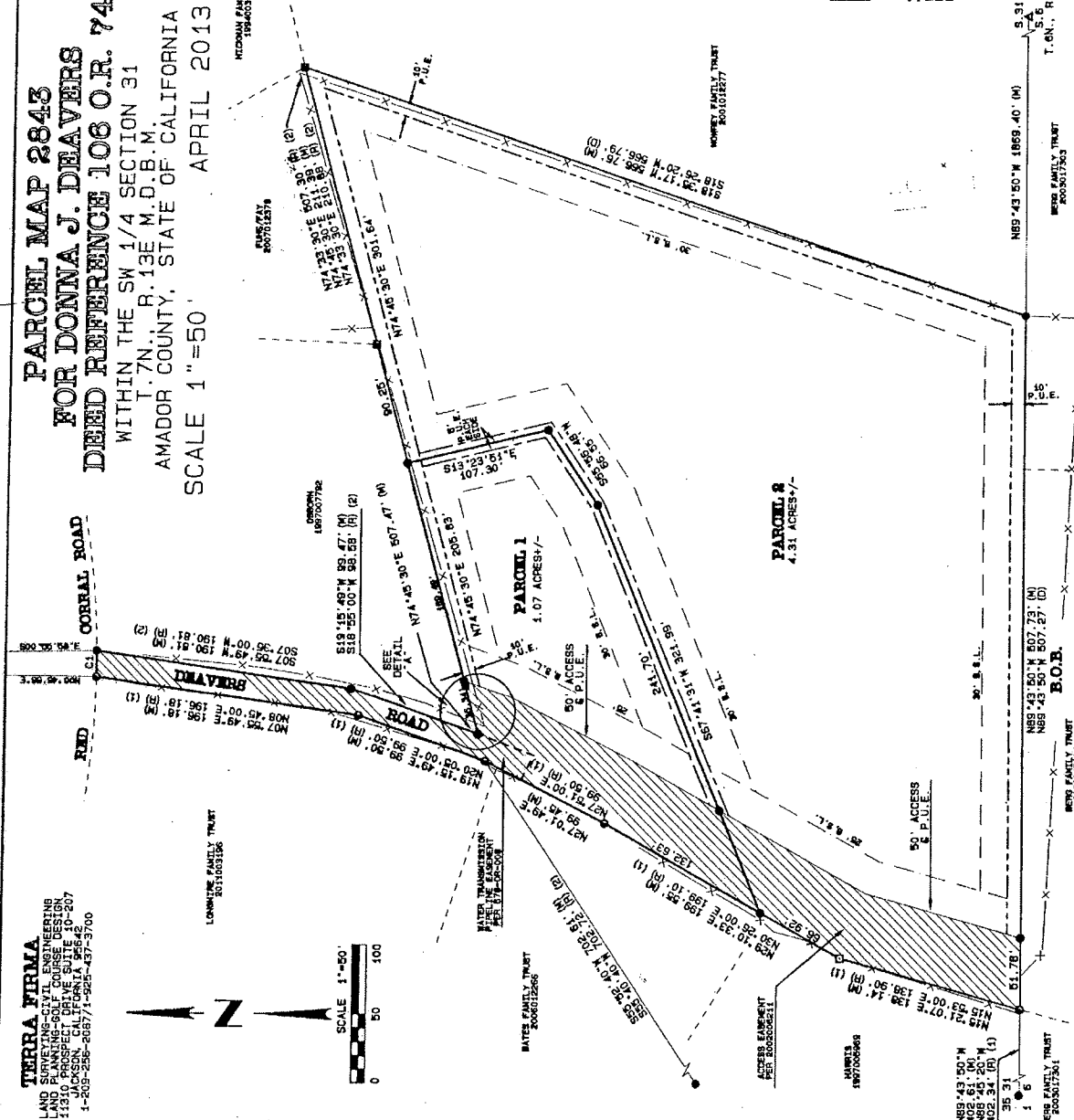
SYMBOL	DESCRIPTION
●	INDICATES 5/8" REBAR TAGGED L.S. 7386 BET THIS SURVEY
○	INDICATES IRON ROD TAGGED L.S. 2902 FOUND PER 9-N-44
▲	INDICATES BLM BRASS CAP S. 1/4 S. 31 FOUND
●	INDICATES 1" IRON PIPE SM CORNER 8. 31 FOUND PER 9-N-44
■	INDICATES 3/4" REBAR TAGGED L.S. 9570 FOUND PER 48-N-18
●	INDICATES 5/8" REBAR FOUND AFFIXED TAG L.S. 7386
□	FOUND FENCE CORNER PER 9-N-44

(M) (R) (D) INDICATES MEASURED, RECORDED, DEEDED
 B.S.L. INDICATES BUILDING SETBACK LINE
 P.U.E. INDICATES PUBLIC UTILITY EASEMENT
 (1) RECORD PER 9-N-44
 (2) RECORD PER 48-N-17

HATCHING INDICATES AREA DEDICATED TO THE COUNTY OF AMADOR, CALIFORNIA FOR ACCESS AND P.U.E.

B.O.B. INDICATES BASIS OF BEARING

WHICH IS THE SOUTH LINE OF THE SW 1/4 OF SECTION 31, T. 7N., R. 13E, M.D.B.M. BEING N89°43'50"W PER RECORD OF SURVEY FILED IN BOOK 5 OF MAPS AND PLATS AT PAGE 40 & 41 AMADOR COUNTY, CALIFORNIA



AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 15, 2014

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

Agmt

Phone Ext. X759

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

Meeting Date Requested:

05/27/14

Department Head Signature *[Signature]*

Agenda Title: Agreement with Canteen for Vending Services

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

The vending services contract allows for an extension upon mutual agreement. Attached for consideration is a three (3) year agreement with our current vendor. This agreement can be terminated without cause upon a thirty (30) day notice.

Recommendation/Requested Action:

Approve lease with Canteen for vending services.

Fiscal Impacts (attach budget transfer form if appropriate)

N/A

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 *[Signature]*

GSA Director *[Signature]*

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

May 27, 2014

Time

9 a.m.

Item #

4A

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on

Completed by

A new ATF is required from

Department

For meeting

of

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

ATTEST: _____

Clerk or Deputy Board Clerk

AGREEMENT FOR VENDING SERVICES AT VARIOUS COUNTY FACILITIES

This Agreement for Vending Services at Various County Facilities (this "Agreement") is entered into as of _____, 2014 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and COMPASS GROUP USA, INC. BY AND THROUGH ITS CANTEEN VENDING SERVICES DIVISION, (the "Contractor").

RECITALS

- A. County owns and operates various public facilities; and
- B. Contractor is in the business of providing vending services similar to those set forth in this Agreement; and
- C. County desires to retain services for the management and operation of vending machines in locations throughout the County; and
- D. Contractor warrants that it has the expertise and capabilities necessary to provide the services set forth in this Agreement; and
- E. County desires to engage Contractor, and Contractor desires to be hired by County, to perform these services, upon the terms and conditions set forth in this Agreement.

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

1. SERVICES TO BE RENDERED BY CONTRACTOR. Contractor shall have the exclusive vending right and privilege to sell all vended food, beverage, and snack items and to operate a general vending service at County's establishments as set forth in Attachment "A" attached hereto and incorporated herein by reference and referred to hereinafter as Premises. Contractor shall, without cost to County, install a sufficient number of dollar bill and/or coin operated vending machines at Premises. Operator shall keep the machines supplied with adequate amounts of good, quality food and beverage items under normal conditions. If the average number of employee's using the machines increases or decreases appreciably, Contractor retains the option to install additional or remove unneeded vending machines as to permit convenient food and beverage consumption for County's employees. Operator shall offer top quality food and beverage in their machines at competitive prices.
2. SERVICES TO BE RENDERED BY COUNTY. County shall, at its own expense, provide Contractor all necessary utility outlets at the designated areas where vending equipment is to be located and shall also furnish, without cost to Contractor, all necessary heat, hot and cold water, gas, lights and electric current and will permit interruption in such service only in cases of emergency. County agrees to notify Contractor immediately of any interruption or proposed interruption of such service.
3. CHANGES IN SCOPE OF SERVICES. Only the County Board of Supervisor has the authority to agree to any extension of the term, change in the scope of services, change in the

compensation, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation shall be determined through negotiation between the parties to the Agreement. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors or such designated members of the Board shall be null and void.

4. TERM OF AGREEMENT. This Agreement shall automatically terminate three (3) years from the effective date of this Agreement unless extended by mutual agreement of the parties.
5. TERMINATION. This Agreement may be terminated without cause by either party upon a thirty (30) day written notice to the other party. Upon any termination as provided in this Agreement, County shall be entitled to receive any commission actually earned up to the effective date of the termination. This Agreement may be terminated by County immediately if Contractor:
 - A. Refuses or fails to supply sufficient and properly qualified workers, proper equipment, or quality vended products as required by this Agreement following notice by County of any insufficiency.
 - B. Disregards laws, ordinances, regulations, or orders of a public authority having jurisdiction over the services set forth in this Agreement.
 - C. Fails to make payments to County or is continuously late with commission payments.
 - D. Fails to make payments to suppliers or subcontractors for materials and/or labor in accordance with the respective agreements between Contractor and any subcontractors.
 - E. Otherwise commits a substantial breach of any provision of this contract.
6. COMPENSATION. A commission shall be paid to County under the following criteria:
 - A. Payments will be made on net sales. Net Sales are defined as gross sales less any Federal, State, and County taxes, and any applicable deposits such as California Redemption Value ("CRV") or license fees.
 - B. Payments to County shall be made on a quarterly basis. Payments shall be postmarked no later than the 25th day of the month immediately preceding the end of each quarter, payable to the County of Amador and delivered to the County General Services Director, or his or her designee.
 - C. This agreement is based on a commission/compensation program as described in Attachment "B" attached hereto and incorporated by this reference.
7. TAXES. Contractor is responsible for any and all tax obligations related to the sale of vended items.
8. RECORDS. Contractor shall keep accurate, complete, and separate books and records of accounts in accordance with generally acceptable accounting standards and procedures on

income and commissions payable pertaining to this Agreement.

9. INSPECTION OF BOOKS AND RECORDS: County may, at any time during the normal business hours of Contractor, inspect all non-confidential and non-proprietary records and supporting and related documentation kept by Contractor relating directly to the management and operation of the vending contract, including, but not limited to, checks, bills, vouchers, statements, cash receipts, contracts, and correspondence.

10. GENERAL REQUIREMENTS.

- 10.1 Contractor's Personnel. All personnel associated with Contractor's firm that will be servicing the County locations identified in this Agreement shall be dressed in clean, neat uniforms and will be subject to the rules and regulations of the County while on County premises that are provided to the Contractor in writing.

- 10.2 Service Calls. Contractor shall respond to service calls within the times indicated:

Same Day Service: If notified by 12:00 noon, a service person will respond that day before closing (generally 5:00 p.m.).

Next Day Service: If notified after 12:00 noon, a service person will respond the next business day (generally Monday through Friday).

Emergency Calls: Contractor shall provide County a telephone contact for off-hours, emergency service. Response shall be within two to three hours.

All servicing and maintenance is the responsibility of Contractor.

11. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Subject to the above restriction on assignment, this Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective heirs, successors and assigns.
12. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that Contractor is not acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
13. LICENSES, PERMITS, AND LEGAL AND REGULATORY COMPLIANCE. Contractor represents and warrants to County that it possesses all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor engage in the services identified in this Agreement. Contractor shall perform the vending services in compliance with all applicable requirements of laws, codes, rules, regulations, ordinances, and standards.

14. INSURANCE.

14.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

14.1.1 General Liability - Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit per Occurrence and Two Million Dollars (\$2,000,000) aggregate, covering bodily injury and property damage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. 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 Contractor's negligence is concerned.

14.1.2 Automobile Liability - Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage is required in the event motor vehicles are used by the Contractor in the performance of the contract. Coverage must include owned autos, non-owned autos, and hired autos. 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 Contractor's negligence is concerned

14.2 Contractor shall furnish a certificate of insurance to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Certificates of insurance shall reference project name under this agreement. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Notice will be provided in accordance with policy provisions along with 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 in compliance with the terms this Agreement must be delivered to the office of Risk Management prior to the presentation of this Agreement to the Board of Supervisors.

14.3 Contractor's commercial general liability and auto policies shall be primary insurance as respects the County, its officers, officials, employees and volunteers.

15. WORKERS' COMPENSATION INSURANCE Contractor shall maintain Workers' Compensation Insurance for all persons whom Contractor may employ in carrying out the services set forth in this Agreement as required by applicable law. Workers' Compensation shall be statutory as required by applicable state law. The Workers' Compensation policy shall include Employers' Liability Insurance with limits of \$1,000,000 each accident employee /-disease/each employee and \$1,000,000 each disease/policy limit.

16. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County)

Facsimile: 704.328.7998
And
President, Canteen Vending Services Division
2400 Yorkmont Road
Charlotte, NC 28217
Facsimile: 704.424.5037

To County: Amador County General Services
Attn: Jon Hopkins, Director
12200-B Airport Road
Jackson, CA 95642

With a copy to: Office of the County Counsel
Amador County
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

21. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If a corporation, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.
22. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
23. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
24. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
25. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement. However, neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of god, fire, strikes, material shortages, compliance with laws or

regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

- 26. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION. The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that the parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 27. ENTIRE AGREEMENT. This Agreement, and the exhibit(s) attached hereto constitutes the entire agreement and understanding between the parties relating to the subject matter herein, and supersedes all other agreements between the parties with respect thereto. Except as otherwise noted, this Agreement may not be changed without a written amendment signed by an authorized representative of each party.

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

COUNTY:

CONTRACTOR:
COMPASS GROUP USA, INC. BY AND
THROUGH ITS CANTEEN VENDING
SERVICES DIVISION

BY: _____
Theodore F. Novelli
Chairman, Board of Supervisors

BY: Chris Hulick

Name: Chris Hulick

Title: Division President

Federal ID. No.: 56-1874931

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

Deputy

ATTACHMENT A
LIST OF AMADOR COUNTY VENDING MACHINE LOCATIONS

Amador County Administration Center

810 Court Street

Jackson, CA 95642

- 1 Coffee Machine - Premium Blends with 10% Profit Share
- 2 Soft Drink Machines - 20 oz. Bottles with 10 % Profit Share
- 1 Candy Snack and Pastry Vendor with 10% Profit Share

Amador County Probation Department

675 New York Ranch Road

Jackson, CA 95642

- 1 Soft Drink Machine - 20 oz. Bottles with 10 % Profit Share
- 1 Candy, Snack and Pastry Vendor with 10% Profit Share

Amador County Animal Control Facility

12340 Airport Road

Martell, CA 95654

- 1 Soft Drink Machine - 12 oz. cans with 10% Profit Share
(Subject to Indoor Space Availability)

Amador County General Services Administration

12200 Airport Road

Martell, CA 95654

- 1 Soft Drink Machine – 12 oz. cans and 1 selection of bottled water with 10% Profit Share
- 1 Candy, Snack and Pastry Vendor with 10% Profit Share

Amador County Health and Human Services Building

10877 Conductor Blvd

Sutter Creek, CA 95685

- 1 Soft Drink Machine - 20 oz. Bottles with 10 % Profit Share
- 1 Candy Snack and Pastry Vendor with 10% Profit Share

District Attorney

708 Court Street

Jackson, CA 95642

- 1 Soft Drink Machine – 12 oz. cans and 1 selection of bottled water with 10% Profit Share
- 1 Candy Snack and Pastry Vendor with 10% Profit Share

Airport Office

12380 Airport Road

Martell, CA 95654

- 1 Soft Drink Machine - 12 oz. cans with 10% Profit Share

**ATTACHMENT “B”
COMMISSION/COMPENSATION PROGRAM**

- **Coffee Machines – Premium Blends with 10% Commission on Net Sales**
- **Soft Drink Machines – 20 Oz. Bottles or 12 Oz. Cans with 10% Commission on Net Sales**
- **Candy Snack and Pastry Machines – 10% Commission on Net Sales**
- **Fresh and Frozen Food Machine – No Commission/Compensation on Net Sales**

ATTACHMENT C

ALCOHOL-FREE AND DRUG-FREE WORK PLACE
POLICY AND DRUG & ALCOHOL TESTING POLICY FOR
FOR
CONTRACTORS

The undersigned, authorized signatory for COMPASS GROUP USA, INC. BY AND THROUGH ITS CANTEEN VENDING SERVICES DIVISION ("Contractor"), certifies as follows:

1. Contractor has received a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG 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, subcontractors, employees and agents who perform services pursuant to the Agreement to which this Attachment "C" is attached will abide by that policy as a condition of the Agreement.
3. If any of such officers, employees, subcontractors, and agent violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug and Alcohol Testing Policy, the County of Amador may terminate the Agreement immediately.

Federal I.D. No.: 56-1874931

Print Name: Chris Hulick

Signed: Chris Hulick Date: 5/12/2014

Title: Division President

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 13, 2014

Agmt

From: James Foley, Director
(Department Head - please type)

Phone Ext. 625

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

Meeting Date Requested:

05/27/14

Department Head Signature *James Foley*

Agenda Title: Agreement with McWilliams Mailliard Technology Group, Inc. (MMTG)

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

The is the First Amendment to the software license and support agreement with MMTG for access to AACTS, the automated elder care and dependent adult services system for Adult Protective Services and In-Home Supportive Services.

Recommendation/Requested Action:

Approve and sign agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Budgeted

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Committee Review?

N/A

Resolution Attached:

Yes

No

N/A

Name _____

Ordinance Attached:

Yes

No

N/A

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor *[Signature]*

GSA Director *[Signature]*

CAO _____

Risk Management _____

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

2 copies to Chris @ Social Services, electronic copy to Risk

FOR CLERK USE ONLY

Meeting Date

May 27, 2014

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

FIRST AMENDMENT TO SOFTWARE LICENSE
AND SUPPORT AGREEMENT

THIS FIRST AMENDMENT TO SOFTWARE LICENSE AND SUPPORT AGREEMENT (this "First Amendment") is made as of _____ 2014 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and McWILLIAMS MAILLIARD TECHNOLOGY GROUP (hereinafter MMTG) (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of November 26, 2013 whereby Contractor agreed to provide the software license and support for AACTS, the automated elder care and dependent adult services system for Adult Protective Services and In-Home Supportive Services.

B. County and Contractor desire to modify the Agreement as set forth in this First Amendment.

NOW, THEREFOR, the parties agree as follows:

1. Section 4.2.5 shall be added to read as follows:

"MMTG personnel who may encounter legally protected HIPAA or Med-Cal PII data in the performance of services under this Agreement shall be informed of legally confidential nature of such data and of the civil and criminal sanctions for non-compliance with the applicable federal and state laws."

2. Section 8.1 shall be modified to read as follows:

"Unless earlier terminated as provided herein or by the mutual written agreement of the parties, the initial billing term of the Agreement ("Initial Term") will commence on the effective date of this Agreement. Billing term shall extend through June 30, 2015 and service term shall extend through September 30, 2015."

3. Exhibit H, Section 9."INVOICING" shall be modified to read as follows:

Invoices as provided in this Agreement shall be sent by email to:

Attn: Anne Watts, Anne.Watts@cws.state.ca.us

cc: Ted Zimmerman, tzimmerman@amadorgov.org

4. EXHIBIT I to the Original Agreement shall be deleted and the document attached to this First Amendment as EXHIBIT I shall be substituted in its place.

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

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives, as of the date(s) set forth below. Each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

COUNTY:
COUNTY OF AMADOR

CONTRACTOR:
McWILLIAMS MAILLIARD
TECHNOLOGY GROUP, INC.

BY: _____
Theodore F. Novelli, Chairman
Board of Supervisors

BY: Antoinette Mailliard
Antoinette Mailliard, President

Federal I.D. No.: 08-0362903

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

BY: _____
Gregory Gillott, County Counsel

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Deputy

EXHIBIT I
Budget

AMADOR COUNTY 2014-15

<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>
AACTS Client Access License AACTS v.6.9 or current version.	1	\$950.00	\$950.00
Subscription All subscriptions payable in advance quarterly, based on highest number of users during quarterly billing period. Adjustments for changes during the billing period may be made in arrears. Qtrs: Oct-Dec 2013, Jan-Mar, Apr-June, July-Sept 2014 (July-Sept qtr. payable by June 30, 2014.) \$150/qtr./user.	5	\$600.00	\$3,000.00
Updates/Enhancements Upgrade/enhancement x \$200/License - Fees apply only to updates/enhancement implemented. For changes to State data gathering and reporting requirements, technological requirements and other indicated updates. Charges are shared pro-rata among AACTS subscriber counties, for updates.	5	\$200.00	\$1,000.00
New/Replacement User Training New User Training consisting two sessions of 1-on-1 training for 1 student with AACTS trainer using on-line "shadowing" combined with telephone instruction. Fees apply only to trainings used.	2	\$400.00	\$800.00
TOTAL			\$4,800.00

Use of AACTS via CareAccess Web Portal system requires separate agreement with CareAccess. For CareAccess information, please contact Edith Gong at (408) 350-3295, egong@careaccess.biz.

MMTG/AACTS has no legal or financial interest in, and receives no commission or financial benefit from CareAccess.

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 13, 2014

Agmt

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

Meeting Date Requested:
05/27/14

From: James Foley, Director
(Department Head - please type)

Phone Ext. 625

Department Head Signature 

Agenda Title: Agreement with UC Davis for Department of Social Services employee training

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

This is the annual agreement between U.C. Davis and Amador County Social Services relative to providing eligibility services training during fiscal year 2014-2015.

Recommendation/Requested Action:

Approve and sign agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Budgeted

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor  GSA Director 

CAO _____ Risk Management _____

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

2 copies to Chris @ Social Services, electronic copy to Risk

FOR CLERK USE ONLY

Meeting Date May 27, 2014 Time 9 a.m. Item # 40

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



UC DAVIS EXTENSION
WEB SITE WWW.EXTENSION.UCDAVIS.EDU

1632 DAVINCI CT
DAVIS, CA 95618-4852

Agreement #EW-2014-02

Training Services Agreement

This Agreement is made this ____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and AMADOR COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2014 through June 30, 2015. All courses must be completed by June 30, 2015.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

User:

Amador County
Department of Social Services
10877 Conductor Blvd. Ste. 200
Sutter Creek, CA 95685

Additional University:

Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;

political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

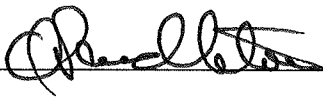
- 15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
- 16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
- 18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

AMADOR COUNTY

By 
Name
Title

By _____
Name Theodore F. Novelli, Chairman
Title Board of Supervisors

Date 5/1/14

Date _____

FEIN: 94-6036494

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

BY: _____
Gregory Gillott, County Counsel

EXHIBIT A

TRAINING PROGRAM

1. 6.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is	\$23,700.00
University's in-kind contribution	\$ 2,370.00
User's share of cost	\$21,330.00

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 20, 2014

From: James Wegner
(Department Head (please type))

Agmt

Phone Ext. 515

<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 _____

Agenda Title: Jail Services Agreement

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Approve an agreement between the Nevada County Sheriff's Office and the Amador County Sheriff's Office approving the ability for inmates from Amador County to be housed in Nevada County when deemed necessary by the Sheriff of Amador County or his designee. The cost for housing inmates at Nevada County is \$70.00 per day, per inmate and will be funded via AB118 revenue.

Recommendation/Requested Action:
Approve and Authorize Chairman's signature

Fiscal Impacts (attach budget transfer form if appropriate) <u>None - Funded via AB118</u>	Staffing Impacts _____
---	---------------------------

Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Contract Attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Resolution Attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Ordinance Attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
Committee Review? <u>N/A</u> <input type="checkbox"/> Name _____ Committee Recommendation: _____	Comments: _____ _____

Request Reviewed by:

Chairman _____	Counsel _____
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)
Probation

FOR CLERK USE ONLY

Meeting Date May 27, 2014 Time 9 a.m. Item # 4D

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
 Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ 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

**AGREEMENT
FOR THE CONFINEMENT OF AMADOR COUNTY INMATES AT THE
NEVADA COUNTY JAIL**

This Agreement is entered into as of the date last signed below between the County of Amador (“AMADOR”) and the County of Nevada (“NEVADA”) (collectively, “the PARTIES”).

RECITALS

1. AMADOR desires to obtain additional confinement space to incarcerate inmates serving sentences in the AMADOR County Jail of 7 (seven) days or more not to exceed 2 (two) years.
2. The NEVADA Jail has the capacity and ability to house such inmates and has sufficient staff supervision available for this purpose.

THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Term and Termination:

This Agreement shall become effective on the date of the final signature of the PARTIES and shall remain in effect for a period of one year from that date, with three (3) optional one year renewals, unless terminated earlier pursuant to this Agreement. Either party may terminate this Agreement upon thirty (30) days, advance written notice.

2. Responsibilities of the Parties:

A. AMADOR

(1) AMADOR, through its Sheriff’s Office and Jail, will notify the NEVADA Jail, by phone and or by email, when AMADOR is ready to transport an inmate to the NEVADA Jail. Such notification will include the name of the inmate, and any escort who will be accompanying the inmate, the charge(s), the current custody grade at AMADOR Jail and the estimated inmate time of arrival. The NEVADA Jail must approve acceptance of the inmate at its Jail, in advance, before AMADOR initiates transfer. Upon arrival, AMADOR will provide its calculated sentencing booking sheet for the inmate.

(2) AMADOR will only send inmates to NEVADA with sentences, or remaining sentence time, of (7) seven days or more, not to exceed seven-hundred thirty (730) days, who meet the current classification criteria, as amended from time to time, for being housed in the NEVADA Jail.

(3) AMADOR will only send inmates to NEVADA who can be housed under a general population medium classification, as defined by NEVADA Sheriff classification polices, male and female. Additionally, delivered inmates must have a low to no escape risk, or pattern in their record.

(4) AMADOR will only send NEVADA healthy inmates. The NEVADA Jail will not accept inmates with significant health issues. As required by Title 15, Section 1206, of the California Code of Regulations, AMADOR will send a summary of pertinent individualized medical information with the inmate for delivery to NEVADA Jail Medical Services. If an accepted AMADOR inmate develops a health issue, NEVADA, in its sole discretion may require the return of the inmate to the AMADOR Jail. If NEVADA requires the return of an inmate, AMADOR COUNTY will pick up the inmate as soon as possible, but in no event later than twenty-four (24) hours after NEVADA's request by phone and or email, and return the inmate to the AMADOR Jail.

(5) AMADOR agrees that it is responsible for all medical expenses for AMADOR inmates housed by NEVADA, in addition to paying NEVADA the daily rate of \$70 per inmate per day as set forth in Section 3 below. If medications are prescribed for a AMADOR inmate, AMADOR will deliver, with the inmate, a 10-day supply of all of the inmate's prescribed medications. After that, NEVADA will supply medications, which will be administered by NEVADA Jail Medical Services staff according to NEVADA Jail Medical Services policies and procedures. AMADOR will reimburse NEVADA within thirty (30) days of invoice for costs incurred for urgent or emergency consultation, laboratory tests, imaging or other urgent or emergency healthcare services rendered to a AMADOR inmate while in NEVADA Jail's custody. AMADOR shall initiate, and process all Medi-Cal or insurance billing, if applicable. NEVADA shall have no responsibility for Medi-Cal or insurance billing and processing.

(6) NEVADA reserves the right, in its sole discretion, to return any inmate to AMADOR Jail for any reason, or no reason. Reasons for returning inmates may include, but are not limited to, the inmate becomes a security issue, a discipline problem, the inmate refuses to program with other inmates, or afterward requires some form of "Special Housing"; or the inmate requires a special accommodation for disability or otherwise that NEVADA cannot provide. Furthermore, NEVADA may return inmates if NEVADA needs the space for NEVADA inmates. The same procedure and process for the return of inmates referenced in Section 4 above (return of inmates with health issues) shall be used for the return of inmates at NEVADA's election under this Section.

(7) AMADOR will notify by phone and or email, the NEVADA Jail as soon as possible, but in no event less than twenty-four (24) hours before a confined inmate requires temporary release due to scheduled court appearances, non-emergency medical treatment, and other appointments, as necessary. Such notification will include inmate and escort(s) names, expected arrival and return times.

(8) AMADOR will complete, at AMADOR's sole expense, all transportation required for AMADOR inmates. AMADOR will notify the NEVADA Jail by phone and or email of pending transfers, or when an inmate no longer requires incarceration in the NEVADA Jail. Such notification will include inmate and escort(s) name, expected arrival time and mode of travel.

(9) AMADOR will make weekly contact by phone and or email with the NEVADA Jail Supervisor while AMADOR inmates are incarcerated in the NEVADA Jail, or more often as the situation dictates regarding inmate health, welfare and discipline.

(10) AMADOR agrees that inmates confined in the NEVADA Jail are subject to the rules or directives of the NEVADA Jail, including rules on disciplines and grievances.

B. NEVADA:

(1) NEVADA, in its sole discretion, will incarcerate AMADOR inmates upon request by phone and or email of the AMADOR Sheriff's Office staff when this confinement does not conflict with space availability or other restrictions in section 2. A. (above).

(2) NEVADA will ensure emergency medical care is provided to inmates and in turn will notify the AMADOR Jail Corrections staff by phone when an emergency and/or non-emergency medical treatment is required. If non-emergency medical treatment is required outside of the facility, AMADOR will arrange for such treatment and transportation to and from the medical providers. AMADOR shall be responsible for costs for medical care outside of the facility.

(3) NEVADA, upon written request of the AMADOR Jail Corrections staff, will release inmates to AMADOR when they no longer require incarceration in the correctional facility.

(4) NEVADA will provide the AMADOR Jail Corrections staff with a copy of the booking sheet for all inmate(s) from the AMADOR Jail, upon request by phone or email.

(5) NEVADA Jail personnel/administrator will afford AMADOR inmates the same legal rights and privileges as they would with any other confined inmate.

3. Compensation:

A. AMADOR shall pay NEVADA for confinement of inmates in the NEVADA Jail at the daily rate of \$70 per inmate. The daily rate does not include medical costs or transportation costs.

B. NEVADA will provide a monthly invoice to AMADOR for the daily costs of confinement per section 3. A. (above), for medical expenses as set forth in section 2.A.(5) (above) and for transportation costs incurred by NEVADA. AMADOR shall pay all amounts due within thirty (30) days of receipt of invoice. NEVADA will not bill for costs related to Jail Medical Services staff time.

C. A day shall be defined as beginning at 0001 and ending at 2400 (midnight) or any portion thereof. This fee shall cover all expenses incidental to this agreement and subsequent confinement of inmates in NEVADA Jail except for the purchase of health, comfort and personal items. These items may be purchased at the inmate's expense.

4. Indemnity:

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

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

It is understood and agreed by and between AMADOR and NEVADA that NEVADA does not intend to offer work status to AMADOR inmates housed in the NEVADA jail pursuant to this Agreement, and therefore does not intend to assume Workers' Compensation liability on behalf of said AMADOR inmates. In furtherance of this understanding, AMADOR inmates housed in the NEVADA jail pursuant to this Agreement will remain on "non-work" status. Should AMADOR inmates incarcerated in the NEVADA jail under this Agreement request to work while incarcerated, said inmates shall be returned to AMADOR.

5. Insurance:

AMADOR and NEVADA shall each maintain, and keep in force, at their sole cost, and expense during the term of this Agreement, the following insurance:

- A. General liability insurance in the amount of not less than \$1,000,000 per claim and \$3,000,000 aggregate per year.
- B. Automobile liability insurance with a combined single limit of not less than \$1,000,000 per accident against bodily injury and property damage liability arising out of the use of any owned, non-owned or hired motor vehicle or automotive equipment.
- C. Professional liability insurance in the amount of not less than \$1,000,000 per claim; and,
- D. Worker's compensation insurance with statutory limits as required by the laws of the State of California, and Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.

Each party shall provide a certificate of insurance, or letter of self-insurance, upon request of the other party. There must be insurance coverage for the entire period

commencing on the effective date of this Agreement and ending on the date that is two (2) years beyond the final date that this Agreement is effective, including any extensions or renewals of this Agreement. Such insurance must satisfy the liability limit requirement of this Section.

AMADOR will not use subcontractors to carry out any of its duties under this Agreement, so it will not be required to maintain the insurance coverage specified in this section for subcontractors. NEVADA shall cause all of its subcontractors to maintain the insurance coverage specified in this section and name NEVADA as an additional insured on all such coverage.

6. Miscellaneous Provisions:

A. This Agreement may be amended only in writing signed by both parties.

B. This Agreement represents the final agreement between the parties regarding housing of AMADOR inmates at the Nevada County jail. This Agreement supersedes all prior oral and written agreements.

C. The following audit requirements apply from the effective date of this Agreement until three years after AMADOR's final payment under this Agreement:

(1) AMADOR shall allow NEVADA's authorized representatives to inspect, audit, and copy AMADOR's records as needed to evaluate and verify any invoices, payments, and claims that AMADOR submits to NEVADA or that any payee of AMADOR submits to NEVADA in connection with this Agreement. 'Records' include but are not limited to correspondence, accounting records, subcontract files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

(2) NEVADA and AMADOR shall be subject to the examination and audit of the State Auditor, at the request of NEVADA or as part of any audit of NEVADA. Such examinations and audits shall be confined to matters connected with the performance of this Agreement, including but not limited to administration costs.

D. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

E. Any notice required to be given by this Agreement shall be given to each party's Jail Commander.

F. Any of the terms or conditions of this Agreement may be waived in writing at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require subsequent performance of that term or condition.

IN WITNESS THEREOF, this Agreement has been executed by and on behalf of the parties hereto on the day and year below.

MARTIN A. RYAN, SHERIFF-CORONER
AMADOR COUNTY SHERIFF'S OFFICE
Date: _____

THEODORE NOVELLI, CHAIRMAN
AMADOR COUNTY BOARD OF SUPERVISORS
Date: _____

ATTEST:

AMADOR COUNTY CLERK OF THE BOARD

KEITH ROYAL, SHERIFF-CORONER
NEVADA COUNTY SHERIFF'S OFFICE
Date: _____

HANK WESTON, CHAIR
NEVADA COUNTY BOARD OF SUPERVISORS
Date: _____

ATTEST:

DONNA LANDI
NEVADA COUNTY CLERK OF THE BOARD

APPROVED AS TO FORM
NEVADA COUNTY COUNSEL

By _____

APPROVED AS TO FORM
AMADOR COUNTY COUNSEL

By _____
GREG GILLOTT
AMADOR COUNTY COUNSEL

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 19, 2014

Agmt

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

Meeting Date Requested: _____

From: James Wegner

Phone Ext. 515

(Department Head - please type)

Department Head Signature

Agenda Title: Los Angeles County Sheriff Inmate Transportation Agreement

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

This is an agreement between the County of Los Angeles and the County of Amador authorizing the Los Angeles County Sheriff's Transportation Unit to transport Amador County Sheriff's inmates statewide. This is a service we have been utilizing for several years and the past agreement has expired necessitating renewal.

Recommendation/Requested Action:

Approve grant and agreement and authorize Chairman's signature

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Increased costs should ACSO transport all inmates statewide

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)

FOR CLERK USE ONLY

Meeting Date May 27, 2014 Time 9 a.m. Item # 4E

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

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND COUNTY OF AMADOR
FOR INTRASTATE TRANSPORTATION OF PRISONERS**

THIS AGREEMENT, dated _____, 2014, is made by and between the COUNTY OF LOS ANGELES and the COUNTY OF AMADOR for the performance of intrastate prisoner transportation services by the Los Angeles County Sheriff's Department.

RECITALS

- (a) Persons are frequently arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County of AMADOR.
- (b) The County of AMADOR is responsible for the transportation of said prisoners from the location where the prisoners are in custody to the County of AMADOR. This process involves considerable cost.
- (c) The Los Angeles County Sheriff's Department operates a statewide prisoner transportation system with scheduled weekly trips throughout the State of California.
- (d) The County of AMADOR is desirous of contracting with the County of Los Angeles for the performance of transportation services by the Los Angeles County Sheriff's Department in or around the State of California, and in or around the County of AMADOR. The Los Angeles County Sheriff's Department is willing, able, and desires to perform this service.
- (e) An Agreement of this kind is authorized by Section 26775 of the California Government Code of Title 3, Division 2, Part 3, Chapter 2, Article 8.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 AGREEMENT SERVICES

The County of Los Angeles agrees, through the Los Angeles County Sheriff's Department, to provide prisoner transportation services for the County of AMADOR, specifically for the transportation of said prisoners who are arrested and held within the State of California.

2.0 ADMINISTRATION OF PERSONNEL

2.1 The rendition of the services performed by the Los Angeles County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of Los Angeles.

2.2 The rendition of the services performed by the AMADOR County Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County of AMADOR.

2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the County of AMADOR shall be consulted and a mutual determination thereof shall be made by both the Sheriffs of the County of Los Angeles and the County of AMADOR.

2.4 The County of AMADOR shall not be called upon to assume any liability for the

direct payment of the Los Angeles County Sheriff's Department salaries, wages, or other compensation to any Los Angeles County personnel performing services hereunder for said County of AMADOR. Except as herein otherwise specified, the County of AMADOR shall not be liable for compensation or indemnity to any County of Los Angeles employee or agent of the same for injury or sickness arising out of his/her employment as a contract employee of the County of AMADOR.

2.5 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County of Los Angeles agrees that the Los Angeles County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 SCOPE OF SERVICES

3.1 The County of Los Angeles, upon request by the County of AMADOR, will transport prisoners arrested and held by other law enforcement agencies within the State on the authority of warrants issued from the County of AMADOR to a place mutually agreeable to the parties, either to the County of AMADOR or to a place on the established statewide route of the Los Angeles County Sheriff's Department's Transportation Bureau.

3.2 Such prisoner transportation services provided by the Los Angeles County Sheriff's Department shall be provided according to the schedules established and maintained by the Los Angeles County Sheriff's Department.

3.3 The County of AMADOR, upon being notified that one of its prisoners is being held by another law enforcement agency within the State of California, and desiring that

such prisoner be transported to the County of AMADOR, or to a mutually agreed upon location, by the County of Los Angeles, shall notify the Los Angeles County Sheriff's Department Transportation Bureau. Notification shall be in the form of a printed message via California Law Enforcement Telecommunications System (hereinafter referred to as "CLETS") requesting transportation of specifically identified individuals and will include the prisoner's name, sex, race, age, location held, charge(s) held under, amount of bail, and the name of the Court that issued the warrant for the prisoner's arrest. The message shall indicate any necessary special instructions and identify any security risks and/or potential health and/or safety threats to law enforcement personnel, the public and/or the prisoner to be transported. The message shall also indicate the date of arrest and the date and time that the prisoner will be available for transportation by the County of Los Angeles to the County of AMADOR or mutually agreed upon location.

3.4 The Los Angeles County Sheriff's Department Transportation Bureau will then send a return message via CLETS to the agency of the County of AMADOR requesting the transportation services, confirming the receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to the County of AMADOR or mutually agreed upon location.

3.5 The County of Los Angeles shall be responsible for the physical custody of County of AMADOR prisoners commencing upon the acceptance of the prisoners, their property, and their necessary paper work by the Los Angeles County Sheriff's Department transportation personnel from the arresting law enforcement agency.

3.6 The County of Los Angeles hereby reserves the right to refuse to transport any mentally ill, sick, handicapped, disabled or injured County of AMADOR prisoner. Such mentally ill, sick, handicapped, disabled or injured prisoner may be transported by the County of Los Angeles, but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. Such medical release form shall also declare whether the prisoner possesses any conditions that require special consideration, treatment, or handling by the Los Angeles County Sheriff's Department transportation personnel, including instructions with regard to medicines, dietary requirements or restrictions, and any other information that is relevant to the health and well being of the prisoner. The medical release form shall be provided to the Los Angeles County Sheriff's Department transportation personnel before the Los Angeles County Sheriff's Department will accept physical custody of the prisoner.

3.7 In the event that a well prisoner transported on behalf of the County of AMADOR, becomes ill or injured en route, and requires professional medical examination and/or treatment, such fees for examination and/or treatment shall be a proper charge to the County of AMADOR by means of a supplemental bill issued by and paid to the County of Los Angeles. The County of Los Angeles further reserves the right to refuse to transport any prisoner due to space limitations on transport vehicles or in consideration of overnight custodial accommodations en route to/from Los Angeles County. If the County of Los Angeles refuses to transport a prisoner, it shall immediately notify the County of AMADOR requesting agency via CLETS of this fact, and the reason therefore.

3.8 The County of Los Angeles will only transport male prisoners sixteen (16) years or older.

3.9 The County of Los Angeles, upon accepting County of AMADOR prisoners for transportation, shall be responsible for the prisoner's safekeeping while transporting them, and the timely and punctual delivery of said prisoners. Should there be any delay in said delivery, County of Los Angeles shall immediately notify, via CLETS, the County of AMADOR requesting agency of the delay, the reason therefore, and the expected delivery date of such prisoners.

4.0 INDEMNIFICATION

4.1 County of Los Angeles shall indemnify, defend, and hold harmless the County of AMADOR, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of Los Angeles's acts and/or omissions arising from and/or relating to this Agreement.

4.2 County of AMADOR shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County of AMADOR's acts and/or omissions arising from and/or relating to this Agreement.

5.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2014, or upon execution by the Sheriff of Los Angeles County, whichever is later, and shall terminate June 30, 2019, unless sooner terminated or extended in whole or in part as provided in this Agreement.

6.0 RIGHT OF TERMINATION

6.1 The County of Los Angeles or the County of AMADOR may terminate this Agreement upon sixty (60) days advance written notice to the other party.

6.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations that would otherwise accrue subsequent to the date of termination.

7.0 BILLING RATES

7.1 The County of AMADOR shall pay for such service or services as are required and requested by County of AMADOR and provided by County of Los Angeles under this Agreement during the Term of this Agreement at the following rates or combinations thereof, plus such additional amounts as determined by the County of Los Angeles Auditor-Controller that will reflect any amendment to the Los Angeles County Salary Ordinance related to salaries and employee benefits adopted by the Board of Supervisors of Los Angeles County, and departmental, divisional, bureau, and Countywide indirect expenses, applicable services and supplies, and bus maintenance costs.

7.2 The County of AMADOR shall pay for the services provided under the terms of this Agreement at the rates established by the Los Angeles County Auditor-Controller from time to time:

BILLING RATES FOR FY 2014-15

Cost per prisoner, per mile	\$0.71
Cost per meal	\$6.17

In addition, if significant deputy sheriff's time is spent by Los Angeles County Sheriff's Department transportation personnel booking or picking up County of AMADOR prisoners, an hourly rate of \$66.56 per service hour will be added to the regularly computed service charge.

7.3 The foregoing rates shall be readjusted by the Los Angeles County Auditor-Controller annually, effective July 1 of each year, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of Los Angeles County. The annual rate readjustment shall be reflected in an Amendment to the Agreement, executed by authorized individuals of the County of Los Angeles and County of AMADOR.

7.4 The County of AMADOR shall be notified of the new rates established by the Los Angeles County Auditor-Controller. If the cost of providing the service changes at any time, the County of AMADOR shall be notified of each such change in writing and the new rate shall be effective on the first day of the calendar month following such a notice. Any readjusted rates shall be reflected in an Amendment to the Agreement, executed by authorized individuals of the County of Los Angeles and County of AMADOR.

8.0 PAYMENT PROCEDURES

8.1 The County, through the Sheriff of Los Angeles County, shall render to the County of AMADOR within ten (10) days after the close of each calendar month a

summarized invoice which covers all services performed during said month, and the County of AMADOR shall pay Los Angeles County for all undisputed amounts within sixty (60) days after date of said invoice.

8.2 If such payment is not delivered to the County of Los Angeles office which is described on said invoice within sixty (60) days after the date of the invoice, the County of Los Angeles is entitled to recover interest thereon. For all disputed amounts, the County of AMADOR shall provide County of Los Angeles with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) days after the dispute resolution is memorialized.

8.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of County of Los Angeles and County of AMADOR.

10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be

null and void.

11.0 AUTHORIZATION WARRANTY

11.1 County of AMADOR represents and warrants that the person executing this Agreement for County of AMADOR is an authorized agent who has actual authority to bind the County of AMADOR to each and every term, condition, and obligation of this Agreement and that all requirements of County of AMADOR have been fulfilled to provide such actual authority.

11.2 County of Los Angeles represents and warrants that the person executing this Agreement for County of Los Angeles is an authorized agent who has actual authority to bind the County of Los Angeles to each and every term, condition, and obligation of this Agreement and that all requirements of County of Los Angeles have been fulfilled to provide such actual authority.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid,

addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department
Attn: Statewide Sergeant
Address 441 Bauchet Street
Los Angeles, Ca 90012
Phone (213) 974-4565
Fax (213) 974- 4367

Notices to County of AMADOR shall be addressed as follows:

County of AMADOR
Attn:
Address 700 Court Street
Jackson, CA 95642
Phone (209) 223-6522
Fax

14.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

This Agreement, and any Attachments and Amendments thereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0, Amendments, of this Agreement and duly executed by authorized personnel of County of Los Angeles and County of AMADOR.

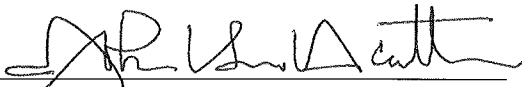
* * * * *

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND COUNTY OF AMADOR
FOR INTRASTATE TRANSPORTATION OF PRISONERS**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and the County of AMADOR has caused this Agreement to be executed on its behalf by its authorized officer on the dates indicated below.

COUNTY OF LOS ANGELES

Dated: _____

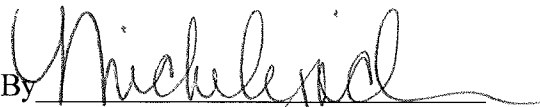
By 
John L. Scott
Sheriff

COUNTY OF AMADOR

Dated: _____

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
COUNTY OF LOS ANGELES
JOHN F. KRATTLI
County Counsel

By 
Senior Deputy County Counsel

APPROVED AS TO FORM:
COUNTY OF AMADOR
COUNTY COUNSEL

By _____
County Counsel

AGENDA TRANSMITTAL FORM

Agmt

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
05/27/2014	

To: Board of Supervisors

Date: 05/21/2014

From: Theodore F. Novelli, Chairman
(Department Head - please type)

Phone Ext. x470

Department Head Signature _____

Agenda Title: Administrative Agency

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Approval of a Plan of Cooperation between the County of Amador and the Central Sierra Child Support Agency.

Recommendation/Requested Action: _____

Fiscal Impacts (attach budget transfer form if appropriate) _____

Staffing Impacts _____

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A
 Name _____
 Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO *[Signature]* Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date May 27, 2014 Time 9 a.m. Item # HF

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

Completed by _____

A new ATF is required from _____ Department For meeting of _____

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

ATTEST: _____
 Clerk or Deputy Board Clerk

Save

Print Form

**PLAN OF COOPERATION BETWEEN THE
COUNTY OF AMADOR
AND THE
CENTRAL SIERRA CHILD SUPPORT AGENCY**

This contract is formed and entered into this 1st day of July 2014 by and between the Central Sierra Child Support Agency, a Joint Powers Authority formed pursuant to the laws of the State of California (hereinafter “Agency”) and Amador County, a political subdivision of the State of California (hereinafter “County”) on the following terms and conditions.

The Agency is a Joint Powers Authority formed by the agreement of the counties of Alpine, Amador, Calaveras and Tuolumne (hereinafter “Agreement” and “Member Counties”) to provide on a regional basis child support enforcement services pursuant to Title IV-D of the Federal Social Security Act and the California Family Code Sections 17400 *et seq.* (hereinafter “Services”).

I. PURPOSE

As an independent governmental entity, the Agency desires to continue to contract with the County in order for the County to provide governmental services to the Agency with the Agency paying actual costs for services performed by County officers and employees, plus an administrative fee of ten percent (10%). “Governmental services” include but are not limited to Information Technology (IT) services, general services, telecommunication services, maintenance of workstations for Agency employees located at County maintained offices and such other services as mutually agreed.

The County is willing to provide said services to the Agency pursuant to the terms and conditions of this contract.

II. CONFIDENTIALITY

Both the Agency and the County shall comply with State and federal laws and regulations concerning safeguarding of information (see California Family Code, Section 17212 and 42USC Section 654(26)). No information identifying an applicant or recipient of public assistance by name or address shall be disclosed to any committee or legislative body.

III. COMPLIANCE

The parties to this Plan of Cooperation agree to comply with Title IV-D of the Social Security Act, its' implementing regulations, and all Federal and State regulations and requirements promulgated there under. The parties to this agreement shall maintain an organizational structure and sufficient staff to ensure compliance with the Title IV-D requirements under State and federal law for which they are responsible under this Plan.

IV. RESPONSIBILITIES

The Agency may, as provided by Federal and State law, enter into cooperative agreements with other County departments, as necessary, to carry out its responsibilities. When such a delegation of duties is made, the Agency shall be responsible and accountable for the execution of such duties within the County and shall ensure all such functions are being carried out properly, efficiently, and effectively.

Both the Agency and the County shall:

1. Meet periodically, if requested by either party, to discuss issues of mutual interest and concern that may arise in connection with services being provided.
2. To execute amendments to this Plan of Cooperation whenever necessary to reflect new or revised Federal statutes or regulations, or material changes in State law, policy, or State or local agency operation of organization.

V. FINANCIAL PROVISIONS

The County shall provide an itemized bill to the Agency on a monthly basis for services provided to the Agency in the previous month. The itemized bill shall provide the Agency with sufficient information to show the services provided and the costs thereof.

The Agency shall pay said bill within twenty-one (21) days of receipt of the statement except for any charges which are disputed by the Agency. In the event of such a dispute, the Agency's representative and the County's representative shall meet and confer to resolve the dispute. Upon resolution of the dispute, the Agency shall pay the agreed upon amount.

The Agency shall maintain an accounting system and supporting fiscal records adequate to ensure that claims for Federal funds are in accordance with applicable Federal and State requirements.

All expenditures, to be eligible for Federal Financial Participation, must be actual and reimbursable according to the provisions of OMB Circular A-87.

Each party shall permit the authorized representative of the County or the Agency, or their designees, to inspect and/or audit, at any reasonable time, all data and records relating to performance, case processing, and billing to the State under this agreement.

Should either party be found deficient in any aspects of performance under the Plan or fail to perform under the agreed standards, the deficient party will have the responsibility of submitting a proposed corrective action plan to the other party. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within 45 days after notification of deficiencies by the other party. Should the deficient party fail to present a corrective action plan as required or take appropriate corrective action, the Plan will automatically terminate.

VI. TERM

The term of this agreement is July 1, 2014 through June 30, 2017; however, either the Agency or the County has the right to cease the provision of any County service upon providing thirty (30) days written notice to the Agency.

VII. NOTICES

All communications shall be sent by first class mail to the following addresses:

Adele Hendrickson, Executive Director
Central Sierra Child Support Agency
639 New York Ranch Road
Jackson, CA 95642

Chuck Iley, County Administrative Officer
County of Amador
810 Court Street
Jackson, CA 95642

Dated: _____

Chair, Board of Supervisors
County of Amador

Dated: _____

Chair, Board of Directors
Central Sierra Child Support Agency

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 22, 2014

From: Todd Riebe
(Department Head - please type)

Agmt

Phone Ext. 453

<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>May 27, 2014</u>	

Department Head Signature Todd Riebe

Agenda Title: Request to Hire Limited-Term Deputy District Attorney

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Request to hire Mary Simmons on a contract basis as limited-term deputy district attorney to review and, if necessary, prosecute complex and specialized case(s) involving financial crimes as assigned. This position will be used only for complex cases and will not be used to provide extra staffing for routine matters. Due to the voluminous nature of some of the case(s) to be reviewed, our office presently lacks the resources and expertise necessary to handle these matters. At this point, there are sufficient funds within the budget, and no budget increase as requested.

Recommendation/Requested Action:
To hire Limited-Term Deputy District Attorney

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
<u>None at this time</u>	

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____	Counsel _____
Auditor _____	GSA Director _____
CAO _____	Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Please send any paperwork to Julie Tonn, DA's Office

FOR CLERK USE ONLY

Meeting Date May 27, 2014 Time 9 a.m. Item # 46

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 _____	

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is entered into as of May 27, 2014 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and MARY SIMMONS (the "Consultant").

RECITALS

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

B. Consultant is an attorney licensed to practice in the State of California.

C. County desires to engage Consultant, and Consultant 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 CONSULTANT.

1.1 Upon request from the District Attorney, Consultant will perform legal work for County's Office of the District Attorney (the "Work"). The Work is more particularly described on Attachment A attached and incorporated by this reference. Consultant shall comply with all applicable Federal, State and local laws relating to Consultant's performance of this Agreement.

1.2 Consultant shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant'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 Consultant to meet with County to review the quality of the Work and resolve matters of concern; (b) require Consultant 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 Consultant is authorized to proceed immediately upon full execution of this Agreement and assignment of tasks by the District Attorney.

2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Consultant background information known to and in the possession of County and applicable to the Work.

3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Consultant's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement

and are subject to approval by the Board of Supervisors. Consultant acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

4. TERM; TERMINATION OF AGREEMENT. Either party may terminate this Agreement immediately for cause. Either party may terminate this Agreement without cause on thirty (30) days' written notice to the other party. In the case of such early termination, Consultant shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.
5. COMPENSATION TO CONSULTANT. Consultant 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 Consultant shall be paid on a time-and-materials basis, with a cost-not-to-exceed limit of \$25,000, in accordance with the fee schedule set forth on Attachment B attached and incorporated by this reference.
6. SUPERVISION OF THE WORK.
 - 6.1 Consultant shall supervise and direct the Work, using Consultant's best skill and attention. Consultant shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
 - 6.2 Consultant 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 Consultant to perform the Work, Consultant 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), Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
 - 6.3 Consultant shall be responsible to County for the acts and omissions of Consultant's employees, if any.
7. CONFERENCES, COURT PROCEEDINGS. Consultant shall attend all court proceedings involving the Work and, upon request of County, shall attend staff conferences as necessary involving the completion and coordination of the Work
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONSULTANT NOT EMPLOYEE OF COUNTY. It is understood that Consultant is not acting hereunder as an employee of County, but solely as an independent contractor. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Consultant has no authority or responsibility to exercise any rights or power vested in

County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC. Consultant represents and warrants to County that Consultant has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession and to perform the Work. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Consultant to practice its profession and perform the Work. Consultant further represents and warrants to County that any employee engaged by Consultant to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to perform the portion of the Work that is assigned.

11. INSURANCE.

11.1 Consultant shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial General Liability – Contractor will be afforded General Liability Coverage under the County's coverage, but only for any Work performed under this Agreement, and for no other purpose.

11.1.2 Automobile Liability- Automobile Liability Insurance on owned, non-owned and hired autos of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit each person for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles.

11.1.3 Professional Liability- Consultant will be afforded Professional Liability Coverage under the County's coverage, but only for any Work performed under this Agreement, and for no other purpose.

11.2 Consultant shall furnish a certificate of insurance satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the Automobile Liability insurance required above is being maintained. Consultant 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, Consultant 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 Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

11.4 Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Consultant's insurance and shall not contribute with it.

12. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Consultant is required to secure the payment of compensation to any of its employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.
13. OWNERSHIP OF FILES. Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Consultant shall furnish, on request, all documents, pleadings, correspondence, research, files, and any other pertinent data gathered or computed by Consultant for the Work prior to termination. Consultant may retain copies of such original documents for Consultant's files.
14. INDEMNIFICATION. Consultant agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Consultant or Consultant'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. Similarly, County shall indemnify, defend (upon request of Consultant), and hold harmless Consultant from any and all Claims that arise out of or are in any way connected with (i) any negligent error, act or omission of County or County's officers, agents, employees, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party; or (ii) any lawsuit filed by a defendant against Consultant in connection with Consultant's execution of the Work.
15. NON-DISCRIMINATION. Consultant shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant

21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
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 OF AMADOR

CONSULTANT:

BY: _____
Chairman, Board of Supervisors

Mary Simmons

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____
Deputy

**ATTACHMENT A
SCOPE OF WORK**

The scope of work (the "Work") shall include the following and any ancillary associated tasks within the generalized scope hereof as shall be agreed upon between Consultant and County:

Cases or projects as assigned by the District Attorney.

In order to avoid a conflict of interest or the appearance of a conflict of interest between Consultant and County, or Consultant and any other person he/she/it is appointed to represent hereunder, Consultant and all attorneys performing any portion of the Work shall not, during the term of this Agreement, and for a period of twelve months thereafter, accept any case in which the office of the District Attorney, the County or any of its officers, agents, or employees alleged to be acting within the scope of their employment or agency, is a defendant.

**ATTACHMENT B
PAYMENT SCHEDULE**

Charges for services rendered pursuant to the terms and conditions of the Agreement shall be invoiced one (1) month in arrears, utilizing a format prescribed by the District Attorney.

Terms of payment shall be net thirty (30) days from the invoice date.

County shall pay Consultant at the rate of \$100 per billable hour for attorney services rendered and \$50 per billable hour for paralegal services rendered, pursuant to the terms and conditions of this Agreement. Partial hours shall be pro-rated.

County shall pay Consultant mileage at the then current County rate for Work-related travel. Consultant will not charge her hourly rate for travel from home to the District Attorney's office in Jackson.

In no event shall compensation under this Agreement exceed the sum of \$25,000.

AGENDA TRANSMITTAL FORM

Misc. Apppt/Resign

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
05/27/2014	

To: Board of Supervisors

Date: 05/20/2014

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

Phone Ext. 470

Department Head Signature _____

Agenda Title: Township 2 Cemetery Board

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

Approval of the re-appointment of the following individuals for a four year term to the subject Board:

Ms. Judy Allen - re-appointment - 5/27/14 - 5/26/18
Mr. Tom Reed - re-appointment - 05/27/14 - 05/26/18

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor *[Signature]*

GSA Director *[Signature]*

CAO *[Signature]*

Risk Management _____

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

Confirmation letters to re-appointees: Committee clerk to update roster and tracking report

FOR CLERK USE ONLY

Meeting Date May 27, 2014

Time 9 a.m.

Item # 6A

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____

Clerk or Deputy Board Clerk

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 19, 2014

Misc

From: Jon Hopkins, Dir.

(Department Head - please type)

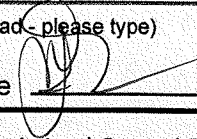
Phone Ext. X759

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

Meeting Date Requested:

05/27/14

Department Head Signature _____



Agenda Title: Recruitment for Animal Control Director's position

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

On May 19, 2014 the Administrative Committee discussed the recruitment for Animal Control Director's position. The Administrative Committee made the following recommendation:

Advertise internally for the Director's position, and if a selection is made internally creating a vacancy in staffing, then proceed with filling the vacancy by external recruitment for an Animal Control Officer I position with the understanding to leave the vacant position open for a period of one month to realize greater savings; and allow management to close the shelter as necessary during the vacancy period in order to meet the demands of the shelter.

Recommendation/Requested Action:

See above

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

Comments: _____

Committee Review?

N/A

Name Administrative Committee

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor 

GSA Director 

CAO _____

Risk Management _____

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

GSA-Jon Hopkins ; HR; Auditor

FOR CLERK USE ONLY

Meeting Date

May 27, 2014

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 _____

ATTEST: _____

For meeting _____

Clerk or Deputy Board Clerk

of _____

ANIMAL CONTROL DIRECTOR

DEFINITION

Under general direction, administers and manages animal care and control operations. Manages animal control personnel; establishes and ensures implementation of shelter disease prevention strategies; ensures the humane treatment of animals within the facility; oversees the licensing, impounding, adoption and euthanasia of animals; oversees the enforcement of State and County animal control laws; prepares and administers the department budget; identifies potential revenue sources; develops policies, procedures and long-range plans; serves as the primary spokesperson for the County's Animal Control Program; works collaboratively with partner organizations; develops and oversees programs designed to meet the needs of pet owners and the general public; performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is a Mid-Management position with general responsibility for the overall management of a major area of the County Government under the direction of the Director of General Services Administration.

REPORTS TO

Director of General Services Administration.

CLASSIFICATIONS DIRECTLY SUPERVISED

Deputy Director of Animal Control, Animal Control Officer I, II and III, Kennel Attendant, Animal Control Office Coordinator, other administrative support staff, volunteers, inmates, and probationers.

EXAMPLES OF DUTIES

Manages animal care and control operations, including a modern shelter facility; hires, supervises, evaluates, and ensures proper training of Department staff; establishes and ensures implementation of shelter disease prevention and safety strategies, including quarantines and vaccinations; develops protocol for ensuring the humane treatment of animals within the facility; oversees daily shelter operations to ensure the humane treatment of animals; coordinates work schedules and oversees on-call and emergency activities in accordance with negotiated labor agreements; oversees the licensing, impounding, adoption and euthanasia of animals; oversees livestock care and control activities; ensures the proper enforcement of State and County animal control laws; interprets, enforces and recommends

DIRECTOR OF ANIMAL CONTROL - 2

changes in County animal ordinances; collaborates with local enforcement agencies to investigate animal cruelty; oversees the approval of officer's reports, citations, and field logs; coordinates the development of improved electronic record-keeping systems; ensures the timely preparation and maintenance of State mandated animal control program records and statistics; prepares and administers the department budget; identifies and implements revenue-generating activities; prepares and administers grants; develops policies, procedures and long-range strategic plans; researches best practices employed by other animal care and control organizations and develops recommendations for change; prepares and presents oral and written reports; mediates complaints from the public; ensures the coordination of volunteer efforts; implements team-building strategies to support positive relations between and among staff and volunteers; works collaboratively with partner organizations to expand and improve animal care and control services to the public; develops and implements proactive public relations strategies; serves as the primary spokesperson for the County's Animal Control Program; responds to inquiries from the public, citizens groups, other agencies and County Officials; performs miscellaneous work in absence of Animal Control Officers - including cleaning kennels, performing euthanasia, assisting citizens, and processing licenses; performs other duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; sufficient manual dexterity and eye-hand coordination to operate special animal handling equipment; sufficient stamina to exert extra physical effort for a substantial period of time; ability to climb, stoop, crouch and kneel; ability to walk on various types of terrain indoors and outdoors; lift and move objects weighing up to 100 pounds without assistance; may capture and restrain animals to assist officers, kennel attendants and the general public; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office, outdoor, driving, and animal shelter environments; work is performed in varying temperatures; exposure to animals with rabies and other diseases; exposure to dust, chemicals, and gases; frequent contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- County and State ordinances and laws relating to the licensing, adoption, quarantine, impounding, care, and treatment of animals.
- Care and feeding of various breeds of dogs and cats and other domestic animals.
- Proper methods of cleaning, disinfecting and maintaining an animal shelter.
- Common disease of animals, their symptoms and care.

DIRECTOR OF ANIMAL CONTROL - 3

- Basic methods of animal collection and restraint.
- General law enforcement functions and procedures.
- Safe and efficient handling of large and small animals.
- Characteristics of animal behavior.
- Computers and software applications related to animal control work.
- Budget preparation and expenditure control.
- Strategic long-range planning techniques.
- Grant development and administration.
- Conflict resolution and team-building strategies.
- Public relations techniques.
- Principles of government administration, personnel management, and employee supervision, and training.

Ability to:

- Plan, organize, supervise, and manage the functions of the Animal Control Department.
- Formulate and implement countywide animal control and enforcement programs.
- Develop and administer the Department budget.
- Identify potential revenue sources, and implement revenue-generating strategies.
- Obtain and administer grants.
- Establish and maintain cooperative working relationships.
- Manage human and animal behavior in crisis situations.
- Motivate and train employees.
- Research best practices and formulate recommendations for change.
- Develop both short and long-range operating plans.
- Work well under pressure and impending deadlines.
- Use firearms with safety and accuracy.
- Care for animals in the shelter including sick and injured animals.
- Read, interpret and enforce animal control laws, ordinances, and regulations.
- Exercise good judgment in handling potentially hostile individuals and situations.
- Euthanize animals.
- Direct the preparation and prepare clear, concise handwritten and computer generated reports and other necessary documents.
- Deal tactfully and courteously with the public when providing information and carrying out enforcement activities.
- Effectively speak and represent the County's animal control and enforcement functions with the public, community organizations, and other governmental agencies.
- Develop and implement public relations strategies.
- Respond to unexpected emergencies during and outside of normal operating hours.

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

Four (4) year college degree in a related field (Business Administration, Public Administration, Animal Science, etc); or

DIRECTOR OF ANIMAL CONTROL - 4

Four (4) years experience in animal control and enforcement and graduate of State Humane Officers Academy (or equivalent) or possession of an Animal Health Technician Certificate;

AND

At least three (3) years in a management or supervisory position related to animal care and/or animal control enforcement.

Successful experience with community partnerships is a must.

Special Requirements: Possession of, or ability to obtain, a valid 832 Peace Officer Standards and Training Certificate within one year of employment.

Completion of, or ability to obtain, Range (Weapons) Training within one year of employment.

Possession of, or ability to obtain euthanasia training outlined in Section 2039 of the California Code of Regulations within six months of employment.

Willingness to receive pre-exposure rabies vaccination.

Possession of a valid California Driver's license issued by the California Department of Motor Vehicles.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 20, 2014

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

Phone Ext. X759

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

Meeting Date Requested:
05/27/14

Department Head Signature [Signature]

Agenda Title: Purchase of two (2) 4 WD Tahoes, one (1) Utility Interceptor vehicles and one (1) 4 WD Explorer Sport for the S.O.

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

On Thursday May 15th, at 1:30 PM Amador County Invitation to Bid ITB 14-11 were received, opened and read publicly for the purchase of two (2) new 4WD Chevrolet Tahoes, one (1) Utility Interceptor vehicles and one (1) 4 WD Ford Explorer Sport for the S.O. The following bids were received:

- 1) Maita Chevrolet in Elk Grove - Two Tahoes \$82,849.30
- 2) Folsom Chevrolet in Folsom - Two Tahoes \$77,131.44
- 3) Big Valley Ford in Stockton - One Interceptor & One Sport \$69,677.28
- 4) Downtown Ford in Sacramento - One Interceptor & One Sport \$69,426.56

Recommendation: Award Bid No. ITB 14-11 to Folsom Chevrolet in Folsom for two (2) new 4WD Chevrolet Tahoes in the amount of \$77,131.44 and to Downtown Ford in Sacramento for one (1) Utility Interceptor vehicles and one (1) 4 WD Ford Explorer Sport in the amount of \$69,426.56 for the Sheriff's Office.

Recommendation/Requested Action:

See above.

Fiscal Impacts (attach budget transfer form if appropriate)

Budgeted.

Staffing Impacts N/A

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel _____

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management _____

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

GSA-Jon Hopkins; SO-Undersheriff Jim Wegner

FOR CLERK USE ONLY

Meeting Date

May 27, 2014

Time

9 a.m.

Item #

7B

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on

Completed by

A new ATF is required from

Department

For meeting

of

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

ATTEST: _____

Clerk or Deputy Board Clerk

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 20, 2014

From: Aaron Brusatori, P.E.
(Department Head - please type)

Phone Ext. 248

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

Meeting Date Requested:

05/27/14

Department Head Signature AB

Agenda Title: Alternative Proposal to the Governor's Plan for Early Repayment of Loans from the Highway Users Tax Account (HUTA)

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
CSAC, the League of Cities, RCRC, and the Urban Counties Caucus have proposed an alternative to the Governor's plan for early repayment of \$337 million in loans from the Highway Users Tax Account. The Governor's budget allocates \$100 million to cities and counties and \$237 million to the state. They propose, instead, distribution of the funds based on the formula for the gas tax swap excise rate, which was the source of the loans: \$148.3 million for cities and counties and \$192.7 million for the state.

Counties are being asked to support the proposal and send the attached letter to the members of our state legislative delegation, with a copy to the relevant budget subcommittee chairs as soon as possible.

The desired result is that we would see an increase in revenue due to early repayment of HUTA funds. The estimated revenue increase is \$100K for Amador County.

Recommendation/Requested Action:
Sign and send the attached letter of support of the CSAC proposal

Fiscal Impacts (attach budget transfer form if appropriate) Increased Revenue - \$100K

Staffing Impacts _____

Is a 4/5ths vote required? Yes No

Committee Review? Name _____ N/A

Committee Recommendation: _____

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

Request Reviewed by:

Chairman _____ Counsel _____

Auditor EJL GSA Director Hop

CAO _____ Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date May 27, 2014 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 _____

Completed by _____

A new ATF is required from _____ Department _____ For meeting _____ of _____

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

ATTEST: _____ Clerk or Deputy Board Clerk



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors

FROM: Aaron Brusatori, PE Director

SUBJECT: Alternative Proposal to the Governor's Plan for Early Reimbursement of Loans from the Highway Users Tax Account

DATE: May 20, 2014

Public Works has received the following memo via e-mail from CSAC requesting that each county support this proposal that would benefit Amador County with increased revenue.

“Re: Request for action: transportation budget – early repayment of HUTA loans

As you aware, today the Governor released his May Revision to the Administration's proposed budget for FY 2014-15. There were no significant changes to the transportation components of the budget and no changes at all to the Governor's proposal for the use of Cap and Trade auction proceeds (if you need a refresher on the January budget proposal, CSAC's January Budget Action Bulletin is available here [here](#)).

CSAC, the League of Cities, RCRC, and the Urban Counties Caucus have proposed an alternative to the Governor's plan for early repayment of \$337 million in loans from the Highway Users Tax Account. The Governor's budget allocates \$100 million to cities and counties and \$237 million to the state. Our proposal would instead distribute funds based on the formula for the gas tax swap excise rate, which was the source of the loans: \$148.3 million for cities and counties and \$192.7 million for the state.

We encourage counties to personalize and send the attached letter supporting this proposal to the members of your state legislative delegation, with a copy to the relevant budget subcommittee chairs as soon as possible. The budget subcommittees will resume hearings on the open budget items next week, so a quick turnaround is necessary.

Issues that have come up in the LAO's analysis, legislative hearings and general discussions of the Governor's loan repayment plan include 1) whether the allocations are cost effective and 2) whether agencies have the capacity to spend the additional funds. Accordingly, it would be very helpful if you could customize the attached letter with information about your county's pavement management practices as well as your capacity to put additional funding into projects next fiscal year. We've included a chart with **estimated** loan repayment amounts to each county under the Governor's proposal and our own.”

Public Works requests that you sign the attached letter of support of the CSAC proposal and send as soon as possible.

May 27, 2014

The Honorable [MEMBER OF YOUR DELEGATION]
Member, California State [Senate, Assembly]
State Capitol, Room [XXXX]
Sacramento, CA 95814

Re: Budget Proposal for HUTA Loan Repayment

Dear [MEMBER OF YOUR DELEGATION]:

On behalf of the County of Amador, I am writing in support of the early repayment of Highway User Tax Account loans to the General Fund and to suggest an alternative allocation of the early loan repayment proceeds. Our proposal would follow the formula that guides the distribution of the incremental gas excise tax revenues that were the source of the loan, with 44% allocated to cities and counties and 56% percent allocated to the state.

The most recent California Statewide Local Streets and Roads Needs Assessment Report (2012), which evaluates the present condition and future requirements of California's pavement, bridges, sidewalks and other essential transportation components of the local street and road network, found that the pavement condition on the local transportation network is deteriorating at an accelerating rate. Without a reinvestment in the system, 25% of local roads will be in a "failed" condition by 2022. California's cities and counties are facing an \$82 billion funding shortfall over the next 10 years just for maintenance of the existing system.

Since nearly every trip, whether by personal vehicle, mass transit, or active transportation begins and ends on a local road, this figure is startling. Amador County recognizes that there are similar needs for other components of the system, including the state highway system and transit. Californians demand and deserve a safe, seamless, efficient and multi-modal transportation network; as such, the needs of the local system are critical to the mobility of the state.

Governor Brown's proposed budget includes the early repayment of \$337 million in HUTA revenues loaned in 2010 (\$328 million loan plus \$9 million in interest). His proposal would provide \$210 million to the SHOPP for repairs to the state highway system and improvements to traffic management systems, \$100 million for cities and counties for maintenance of the local street and road system, and \$27 million for interregional road maintenance. Amador County instead proposes that the loans be repaid in accordance with the formulas that follow the source of the funds. Specifically, a 44%-56% local and state funding split, which would provide \$148.3 million for cities and counties and \$192.7 million for state highways, with the funding for cities and counties apportioned based on population and a population and maintained mileage, respectively.

We agree that loan funds should be invested in a cost-effective approach. California's cities and counties are implementing a fix-it-first policy in communities statewide, which is a cost-effective approach to pavement maintenance. Amador County currently does not have the funds to implement the pavement management systems that are in place. Moreover, additional loan repayment funds in 2014-15 will be put to work immediately in Amador County. Additional funding would allow for the completion of repairs to the structural sections of failing roadway throughout Amador County.

Thank you in advance for your consideration of our perspectives and alternative budget proposal. Please do not hesitate to contact us if you need additional information from us, or would like to discuss our request in greater detail.

Sincerely,

Theodore F. Novelli
Chairman
Amador County Board of Supervisors

cc: The Honorable Jim Beall, Chairman, Senate Budget Subcommittee No. 2
The Honorable Richard Bloom, Chairman, Assembly Budget Subcommittee No. 3

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 20, 2014

From: Aaron Brusatori, Director DOT & Public Works
 (Department Head - please type)

Phone Ext. 248

Department Head Signature *Aaron Brusatori*

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

Meeting Date Requested:
May 27, 2014

Agenda Title: Bridge Preventative Maintenance at Camanche and Sutter Creek Road Bridges approval to advertise

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 These two bridges need significant maintenance to extend their life. The Public Works staff have secured Federal Aid funding and approvals to begin construction this summer. The proposed Invitation to Bid #14-04 "Notice to Bidders" needs to be approved by the Board of Supervisors as explained in the attached memo. The estimated construction cost is \$75,000. The Federal Aid grant source requires the County to contribute \$8,600, which is included in the current Public Works' budget.

Recommendation/Requested Action:
See attached memorandum from PW Department dated May 19, 2014

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts None

Included in the current budget. _____

Is a 4/5ths vote required? Yes No

Committee Review? N/A

Name _____

Committee Recommendation: _____

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

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor *EJ* GSA Director *HP*

CAO _____ Risk Management _____

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

CoCo, GSA, Public Works

FOR CLERK USE ONLY

Meeting Date May 27, 2014 Time 9 a.m. Item # 7D

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



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

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COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors

FROM: Aaron Brusatori, PE Director *AB*

SUBJECT: Bid #14-04, Bridge Preventative Maintenance Program, Bids to be Received on July 10, 2014; Categorical Exclusion / Categorical Exemption

DATE: May 19, 2014

Overview

The work performed under this Bridge Preventative Maintenance Program (BPMP) will include the application of a methacrylate sealer to the concrete slab deck of Camanche Road Bridge; and, repair spalled areas of the concrete soffit of the Sutter Creek Road Bridge; and, repair certain portions of the bridge railing on the Sutter Creek Road Bridge.

Recommendations

- 1. Approve the project plans and specifications as on file in the County of Amador's Department of Transportation and Public Works.**
- 2. Advertise the project as required by law by approve the attached "Notice to Bidders" for staff use to advertise this project.**
- 3. Receive bids on July 10, 2014, or thereafter, if specified in an addendum issued by the Director of General Services.**

Fiscal Impact

The estimated construction cost for this project is \$75,000. This work is funded by the Federal Aid BPMP and local County funds. The BPMP is responsible for 88.53% of construction costs, while the County is responsible for 11.47% of construction costs. This project is currently budgeted.

BACKGROUND

On April 18, 2006, Caltrans notified Local Agencies of the new Local Assistance Bridge Preventive Maintenance Program (BPMP). Based on the BPMP, all non-toll public highway bridges with spans greater than 20 feet and certain toll bridges were made eligible to receive Highway Bridge Program (HBP) funding for preventive maintenance activities. The purpose of

the BPMP is to help local agencies extend the life of their bridges by performing certain activities that have been pre-approved by the Federal Highway Administration (FHWA) that correct minor deficiencies early in a bridge's life.

Staff identified two bridges that meet the criteria of the program and, with sufficient local funding available, moved forward with two bridge preventative maintenance projects. The projects include the Sutter Creek Road Bridge over Sutter Creek and the Camanche Road Bridge over Jackson Creek.

DISCUSSION

Soffit spalls are small areas on the bottom of the concrete bridge slab where portions of the concrete have broken loose. The project will remove any unsound concrete in the area of a deck spall and fill the void with rapid setting concrete patches. The project will address areas of spalls on the Sutter Creek Road Bridge. Deteriorated bridge railing on one side of the bridge will also be replaced.

Cracking in concrete bridge decks is widely regarded as a long-term durability and maintenance problem that requires attention. If left untreated, these cracks propagate through the deck, allowing rapid ingress of moisture and chloride ions into the concrete interior and leading to excessive deterioration due to rebar corrosion. The high molecular weight methacrylate is a sealant material commonly used on bridge decks to address the problems associated with deck cracking. The project will apply this sealant to the decks of the Camanche Road Bridge.

FINANCIAL ANALYSIS

The BPMP grant will fund up to 88.53% of the project cost and requires an 11.47% local match. The current BPMP grant has \$100,800 authorized for construction. The BPMP grant would fund \$89,238 and the County would be required to fund \$11,562 at the current authorization level. However, the total estimated construction cost is \$75,000, which is below the authorized (budgeted) amount. Any federal grant funds that are not used for this project will be returned to Caltrans for use elsewhere in the State.

Attachments: Notice to Bidders ITB 14-04
Vicinity Map

NOTICE TO BIDDERS

Notice is hereby given that Amador County General Services will receive sealed bids as follows:

BID DUE DATE: July 10, 2014 UNTIL 1:30 PM (Local Time)

SUBMIT SEALED BIDS TO: DIRECTOR OF GENERAL SERVICES
GENERAL SERVICES ADMINISTRATION
By US Mail:
12200-B AIRPORT ROAD
JACKSON, CA 95642-9527
Or, By Other Delivery:
12200-B Airport Road
Martell, CA

FOR: **BRIDGE PREVENTIVE MAINTENANCE
PROGRAM (Bridge No. 26C0012 Camanche
Road Bridge at Jackson Creek, Bridge No.
26C0041 Sutter Creek Road Bridge at Sutter
Creek)**

BID NO. 14-04

FEDERAL-AID PROJECT NO.:
BPMP 5926(049)

ESTIMATED CONSTRUCTION COST: \$75,000

CONTRACTOR LICENSE REQUIRED: Class A

Sealed bids shall be received by the County of Amador Purchasing Office; at the above named address by way of U.S. Mail, personal delivery, U.P.S, Federal Express, by any other courier **until 1:30 PM, Thursday July 10, 2014**, at which time the sealed bids will be opened and read publicly in the office of the Director of General Services Administration located at the above Martell, California address. Telegraph, Facsimile (Fax), and Email bids will not be considered. Bids received late will be rejected and returned unopened.

Any interested contractor or his/her agent may contact Clifford Walker, Jr., Department of Transportation and Public Works, at 209-223-6429 for specific questions regarding this project.

PROJECT DESCRIPTION:

The work to be performed under this contract includes the furnishing of all labor, materials, and equipment for the application of methacrylate to the concrete slab deck of Camanche Road Bridge; and, repair spalled areas on the concrete soffit of the Sutter Creek Road Bridge; and, repair certain portions of the top railing of the Sutter Creek Road Bridge; and, doing all other work specified on the plans and in the specifications.

Bid Documents may be purchased at the office of General Services Administration located at 12200-B Airport Road, Martell, CA. Bid information and all documents for the entire project are available for examination at the office of General Services Administration, telephone (209) 223-6375 **between the hours of 9:00 a.m. - 4:45 p.m. Monday through Friday**. A \$20.00 non-refundable deposit for each Bid Document set is required.

INSTRUCTIONS TO BIDDERS

Bidders are required to register on the Amador County Public Purchase website at: <http://www.publicpurchase.com/amadorco.ca> to acquire bid information. If interested parties are not able to register via the website, hard-copies may be obtained at the Office of General Services Administration located at 12200-B Airport Road, Martell, CA, telephone (209) 223-6375. Bidders must familiarize themselves with the website and its requirements to ensure bidders can receive electronic information and notifications relative to Bid information and documents, including: receiving any changes, answers to questions, addenda, specifications and drawings, etc. Once a Bidder has registered, all other inquiries and information regarding this Bid may be accessed using the Public Purchase website home page at: www.publicpurchase.com

It is the responsibility of the prospective Bidders to verify all aspects of the Electronic Information against the County's official hard-copies of the ITB information and documents.

Examine the job site and Bid information or documents. Should a bidder find discrepancies in or omissions in the Bid information or documents, or be in doubt as to their meaning, the bidder shall at once notify Purchasing at (209) 223-6375. All communication relative to the Bid information or documents shall be directed to www.publicpurchase.com. No oral responses to any questions concerning the content of Bid information or documents will be given; all responses will be in the form of written addenda or response which will be posted to www.publicpurchase.com. Questions by bidders concerning discrepancies in, or omissions from the Bid documents and information shall be made no later than **Monday June 30, 2014 prior to 1:30 PM.**

Bidders obtaining Bid Documents directly from the Department of General Services will be placed on the official plan holders list. In order to be placed on the County's plan holders list, a purchase or receipt of the Bid Documents from General Services Administration office is required.

The County makes plan holders list information available on an "as-is" basis and makes no expressed or implied warranty as to the completeness or accuracy of the information represented herein for any particular purpose whatsoever. The County intends to update the information periodically, and it shall be the Receiver's responsibility to check with the Department of General Services as required to determine if the information provided is the most up to date information available. Use of this information constitutes the agreement of the Receiver (or any other user) to the foregoing terms and conditions.

Each bid must be submitted on the proposal forms provided in the Invitation to Bid. The bid must be submitted in a sealed opaque envelope. The Bidder's name, return address, marked as bid, Bid number (14-04), and bid opening date must appear on the outside of the envelope. Other bid formats will be rejected. Each bid must also be accompanied by a security in the form of a bid bond issued by a corporate surety, a certified check or cashier's check payable to the Treasurer of Amador County, or cash for an amount not less than ten percent (10%) of the aggregate sum of the bid.

The DBE Contract Goal is **5 percent**.

No prebid meeting is scheduled for this project

The successful bidder shall be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price. All bonds (Bid Bond, Performance Bond, and Payment Bond) must be obtained from a surety admitted under the laws of the State of California and satisfactory to the Amador County Board of Supervisors.

This contract is subject to State contract non-discrimination and compliance requirements pursuant to Government Code Section 12990.

The County of Amador hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged & minority business enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Amador address and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available at <http://www.dot.ca.gov/hq/esc/oe/federal-wages>. A copy of the Federal minimum wage rates is included in the Special Provisions. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of Invitation to Bid. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Pursuant to California Contract Code Section 22300, the Contractor may, at its own expense, substitute securities for any money being withheld by the County to ensure performance under this contract.

The Board of Supervisors of the County of Amador reserves the right to accept or reject any or all bids in whole or in part and/or to waive technicalities and/or any irregularities in any bid received if such waiver is in the best interest of the County. All bids will become a part of the official files of the County of Amador without obligation on the part of the County.

By order of the Board of Supervisors of Amador County, California dated May 27, 2014.

Jennifer Burns
Clerk of the Board of Supervisors
County of Amador

