

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 27, 2015

Agmt

From: James Wegner
(Department Head, please type)

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: Department of Parks and Recreation Off-Highway Vehicle Grant

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
This is a state agreement wherein the Amador County Sheriff's Office is reimbursed for conducting Off-Highway Vehicle patrol/enforcement within Amador County.

Recommendation/Requested Action:
Approve grant agreement and authorize Chairman's signature

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Loss of revenue if not approved _____

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 *[Signature]* Counsel *GG*

Auditor *YOR* GSA Director *Hop*

CAO *[Signature]* Risk Management _____

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

Sheriff's Office; Risk; Auditor

FOR CLERK USE ONLY

Meeting Date June 9, 2015 Time 9 a.m. Item # 411

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

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G13-03-50-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Amador County Sheriff's Office

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 10/01/2014 THROUGH 09/30/2015

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$19,308.00** (Nineteen Thousand Three Hundred Eight and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: Brian Oneto	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Chairman, Board of Supervisors	TITLE: Grants Manager
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
CONTRACT NUMBER: C32-24-082		VENDOR NUMBER: 4000000109-00		FUND: Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62670	CONTRACT AMOUNT: 19,308.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0263		CHAPTER: 25/14	STATUTE: 2014	FISCAL YEAR: 2014/2015

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014
Agency: Amador County Sheriff's Office
Application: Law Enforcement**

APPLICANT NAME :	Amador County Sheriff's Office		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G13-03-50-L01
PROJECT TYPE :	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>This project is to provide for OHV related law enforcement activities within the jurisdiction of the Amador County Sheriff's Office. The activities may include, but are not limited to patrol, barrier installation, maps, search and rescue, and purchase of equipment directly related to such activities.</p> <p>The grantee is required to provide a minimum of 25% of the total project cost in matching funds.</p>		

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	1. Law Enforcement Officers	480.0000	53.610	HRS	19,298.00	6,435.00	25,733.00
2	Contracts						
3	Materials / Supplies						
4	Equipment Use Expenses						
5	Equipment Purchases						
6	Others						
Total Program Expenses					19,298.00	6,435.00	25,733.00
TOTAL DIRECT EXPENSES					19,298.00	6,435.00	25,733.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	1. Adjustments (Rounded)	0.0000	0.000		10.00	0.00	10.00
Total Indirect Costs					10.00	0.00	10.00
TOTAL INDIRECT EXPENSES					10.00	0.00	10.00
TOTAL EXPENDITURES					19,308.00	6,435.00	25,743.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014
Agency: Amador County Sheriff's Office
Application: Law Enforcement

TOTAL PROJECT AWARD	19,308.00	
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ATTACHMENT 2

Project Agreement General Provisions (Local Agencies Only)

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project which is described on Attachment 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
4. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project agreement and the terms and conditions set forth in this agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee, shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State approved development plans, specifications and estimates or Force Account Schedule. The Grantee shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

ATTACHMENT 2

4. If the Project includes acquisition of real property, and the cost of which is to be reimbursed with Grant moneys under this agreement, shall as required thereby, comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this agreement.
5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project.

C. Project Costs

The Grant moneys to be provided to the Grantee under this agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this agreement whichever is less:

1. If the Project includes acquisition of real property, the State shall disburse to Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this agreement.

State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.

2. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this agreement, or any remaining portion of such Grant amount to the extent of such statement. Grantee, upon a showing that the Project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State Grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred twenty (120) days after completion of Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this agreement available for inspection by the State upon request.

ATTACHMENT 2

3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. The Grantee may be provided advanced payments for Grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

5. Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes

E. Project Termination

1. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of agreement, is the, operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

F. Hold Harmless

1. Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents and employees.
2. The Grantee shall protect indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise

ATTACHMENT 2

under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.
2. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

H. Use of Facilities

1. The property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.
3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this agreement as though set forth in full in this agreement.

ATTACHMENT 2

K. Severability

1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the Project funded by this agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: June 1, 2015

Agmt.

From: Jon Hopkins, Director
(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:
06/09/15

Department Head Signature [Signature]

Agenda Title: Approval of Public Defender & Alternate Public Defender First Amendments to Agreements

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
The Board approved an agreement with Richard A. Ciummo and Associates on July 24, 2012 for Public Defender & Alternate Public Defender services.

In accordance with agreed upon terms and conditions is the attached First Amendment to the Agreement with Richard A. Ciummo and Associates for Public Defender & Alternate Public Defender services.

Recommendation: Approve First Amendment to Agreement for Public Defender & Alternate Public Defender services with Richard A. Ciummo & Associates.

Recommendation/Requested Action:
See above

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts N/A

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

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

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
GSA-Jon Hopkins & County Counsel-Greg Gillott, Risk (electronically), Auditor

FOR CLERK USE ONLY

Meeting Date: <u>June 9, 2015</u>	Time: <u>9 a.m.</u>	Item #: <u>HN</u>
Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution _____	Ordinance _____
Noes: _____	Resolution _____	Ordinance _____
Absent: _____		

Distributed on _____	A new ATF is required from _____	<p>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.</p> <p>ATTEST: _____</p> <p style="text-align: center;">Clerk or Deputy Board Clerk</p>
Completed by _____	Department _____	
	For meeting of _____	

**FIRST AMENDMENT TO AGREEMENT BETWEEN AMADOR COUNTY AND
CIUMMO & ASSOCIATES FOR ALTERNATE PUBLIC DEFENDER SERVICES**

THIS FIRST AMENDMENT TO THE ALTERNATE PUBLIC DEFENDER SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2015 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Richard A. Ciummo & Associates, a Professional Law Corporation, ("Contractor").

RECITALS

A. County and Contractor executed an Agreement For Alternate Public Defender Services (the "Original Agreement") dated July 24, 2012 whereby Contractor agreed to provide certain professional services upon the terms and conditions set forth in the Original Agreement. The Original Agreement is referred to herein as the "Agreement."

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

NOW, THEREFORE, the parties agree as follows:

1. Section 1 "Duration of Contract." is replaced in its entirety to read as follows:

This contract shall commence on August 1, 2012 and shall continue through June 30, 2018. Either party may terminate the contract without cause upon giving one hundred twenty (120) days written notice to the other party.

2. Attachment "B" of the Original Agreement "PAYMENT SCHEDULE" section B-3 "Compensation. General Legal Services (Firm Fixed Monthly Rate)." is amended to add the following language:

The compensation for services rendered pursuant to the terms and conditions of this Contract from July 1, 2015 through June 30, 2018 shall be increased by 2% per year as follows: From July 1, 2015 through June 30, 2016, compensation shall be a firm fixed monthly rate of \$9,350.00; From July 1, 2016 through June 30, 2017, compensation shall be a firm fixed monthly rate of \$9,537.00; From July 1, 2017 through June 30, 2018, compensation shall be a firm fixed monthly rate of \$9,727.74.

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

[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY:

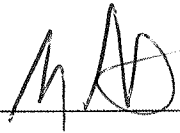
CONTRACTOR:

BY: _____
Chairman, Board of Supervisors
Brian Oneto

BY:  _____
CIUMMO & Associates, PLC

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____

BY: _____
Deputy

**FIRST AMENDMENT TO AGREEMENT BETWEEN AMADOR COUNTY AND
CIUMMO & ASSOCIATES FOR PUBLIC DEFENDER SERVICES**

THIS FIRST AMENDMENT TO THE PUBLIC DEFENDER SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2015 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Richard A. Ciummo & Associates, a Professional Law Corporation, ("Contractor").

RECITALS

A. County and Contractor executed an Agreement For Public Defender Services (the "Original Agreement") dated July 24, 2012 whereby Contractor agreed to provide certain professional services upon the terms and conditions set forth in the Original Agreement. The Original Agreement is referred to herein as the "Agreement."

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

NOW, THEREFORE, the parties agree as follows:

1. Section 1 "Duration of Contract." is amended changing the first sentence to read as follows:

This contract shall commence on August 1, 2012 and shall continue through June 30, 2018.

2. Attachment "B" of the Original Agreement "PAYMENT SCHEDULE" section B-3 "Compensation. General Legal Services (Firm Fixed Monthly Rate)." is amended to add the following language:

The compensation for services rendered pursuant to the terms and conditions of this Contract from July 1, 2015 through June 30, 2018 shall be increased by 2% per year as follows: From July 1, 2015 through June 30, 2016, compensation shall be a firm fixed monthly rate of \$44,625.00; From July 1, 2016 through June 30, 2017, compensation shall be a firm fixed monthly rate of \$45,517.50; From July 1, 2017 through June 30, 2018, compensation shall be a firm fixed monthly rate of \$46,427.85.

3. Attachment "A" of the Original Agreement "SCOPE OF SERVICES" sections A-2 and A-3 are replaced in their entirety with the following:

A-2. Contractor agrees to have a minimum of four (4) attorneys available to provide public defender services. Contractor shall maintain an office in Jackson, California in which attorneys shall be based. One attorney shall be a supervising attorney with a minimum of three (3) years' experience in criminal trial practice. The other three (3) attorneys may have

less criminal trial experience. Attorneys with less than three years of experience may only accept private cases with the approval of the Chief Defense Attorney. The supervising attorney shall act as the liaison to the County and the Amador County Superior Court.

A-3. Contractor, his subcontractors, and employees agree not to accept on a private basis any representation on matters within, or in potential conflict with, the scope of Contractor's duties under this Contract. Contractor further agrees not to accept compensation directly or indirectly from any source other than County on cases assigned pursuant to this Contract. In addition, no Contractor attorney may under any circumstances accept representation of any non-Contractor case, civil or criminal, in Amador County. The Contractor agrees to enforce the provisions in paragraph A-2 and A-3 pursuant to the guidelines set out in ATTACHMENT "PRIVATE PRACTICE OF LAW" attached to this First Amendment and incorporated herein.

4. 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 executed this First Amendment as of the date first set forth above.

COUNTY:

CONTRACTOR:

BY: _____
Chairman, Board of Supervisors
Brian Oneto

BY:  _____
CIUMMO & Associates, PLC

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY:  _____

BY: _____
Deputy

ATTACHMENT

PRIVATE PRACTICE OF LAW

For the purposes of this section, ATTORNEY(S) means any of the four-(4) attorneys required to be employed under this contract pursuant to paragraph A-2.

ATTORNEY(S) shall be permitted to accept private work outside the County of Amador. ATTORNEY(S) shall NOT be permitted to accept any private criminal or civil cases within Amador County.

ATTORNEY(S) shall NOT be permitted to accept any case which would create a conflict or potential conflict with any case(s) the firm is appointed pursuant to the contract.

To prevent any conflicts or potential conflicts, the following procedures shall be followed:

1. Prior to accepting a private case the ATTORNEY(S) will be required to complete a thorough conflict check. Utilizing our computerized case management system a conflict check will be conducted. The system contains the names, date of births, addresses, and phone numbers of all court appointed clients, co-defendants, witnesses and/or potential witness (es) in every case. The system is backed-up on a daily basis and the back-up is removed from the premises each day to ensure that in the event of any catastrophe the system can be up and running quickly. (The current system dates back to March 2011). The amount of the information contained in the system allows for a thorough, computerized, crosscheck of any named individual(s).
2. Any conflict review will be double checked by the office manager and reviewed by the Chief Defense Attorney.
3. The Chief Defense Attorney shall have the final say as to whether a conflict or potential conflict exists. ATTORNEY(S) shall NOT be permitted to accept a private case where a conflict or potential conflict exists.
4. The Chief Defense Attorney is responsible for monitoring the number of private cases the ATTORNEY(S) accepts. If at any time private work is interfering with the ATTORNEY(S) ability to perform their duties as employees of the firm the ATTORNEY(S) will be so advised and will be ordered to make the necessary adjustments. The ATTORNEY(S) will NOT be permitted to maintain any more than five private cases at any given time.
5. The ATTORNEY(S) work on private cases during regular business hours shall be limited. Most work on private cases shall be conducted on the ATTORNEY(S) own time.

Any private case issues that require immediate attention may be attended to briefly, but may NOT interfere with court appointed cases under the firm's contract.

6. The ATTORNEY(S) are prohibited from using the firm's letterhead for their private cases and the ATTORNEY(S) must carry their own mal-practice insurance for private work.

7. The ATTORNEY(S) contract with private clients shall be in writing and shall inform clients that (a) attorney is doing this work in ATTORNEY(S) private capacity and not as employee of Ciummo & Associates, (b) shall set forth that the attorney has malpractice insurance.

8. The ATTORNEY(S) shall be individually responsible for reporting income and paying appropriate taxes and the firm (CDA) shall have access to information to verify that.

It should be noted that the CIUMMO firm does not profit or receive any monetary gain from these private cases. It is always made very clear to all ATTORNEY(S) that the firm's priority is the representation of the indigent clients pursuant to our contract.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 28, 2015

Attn: Agmt

From: Greg Gillott

Phone Ext. 366

(Department Head - please type)

Department Head Signature *Greg Gillott*

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

Meeting Date Requested:

06/09/15

Agenda Title: Approval of the California School Cash Reserve Program 2015-2016 Pool Bonds/Certificates of Participation

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Discussion and possible action relative to issuing TRANS approval.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

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 *Greg Gillott*

Counsel *GG*

Auditor *JGR*

GSA Director *HP*

CAO *[Signature]*

Risk Management *[Signature]*

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

Tax Collector ; Auditor

FOR CLERK USE ONLY

Meeting Date June 9, 2015

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 _____

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

BY FEDERAL EXPRESS

Amador County Board of Supervisors
c/o Greg Gillott,
County Counsel
810 Court Street
Jackson, California 95642

Michael Ryan,
Treasurer
810 Court Street
Jackson, California 95642

Richard S. Glock,
County Superintendent of Schools
217 Rex Avenue
Jackson, California 95642

Re: California School Cash Reserve Program
2015-2016 Pool Bonds/Certificates of Participation

Dear Mr. Gillott, Mr. Ryan, and Mr. Glock:

Pursuant to the provisions of California Government Code Section 53853, we are writing to you on behalf of the district listed on Schedule I attached hereto (as used hereinafter, the "District") that does not have fiscal accountability status.

The District has elected to participate in a cash flow borrowing program (the "Program") sponsored by the California School Boards Association Finance Corporation. As in prior years, the Program is structured to provide participating county boards of education, school districts and community college districts with economies of scale by reducing the staff time and issuance costs incurred in tax and revenue anticipation note ("TRAN") borrowings. One or more TRANs are expected to be issued from time to time by or on behalf of the District and pooled with some or all of the other participating county boards of education, school districts and community college districts in the Program to secure the issuance of Bonds or Certificates of Participation ("COPs"), depending on market conditions. If Bonds are selected, they would be issued by the California School Cash Reserve Program Authority in one or more series of Bonds (a single series of Bonds corresponding to each pool of TRANs if there are more than one), the principal

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AMADOR
COUNTY COUNSEL



of and interest on which will be paid from principal and interest payments on the TRANs in the corresponding pool. If COPs are selected, they would be executed by a trustee to evidence and represent proportionate undivided interests in the payments of principal and interest on the TRANs in the corresponding pool. Enclosed is an Executive Summary of the Program prepared by Orrick, Herrington & Sutcliffe LLP, bond counsel, which provides an overview of how the Program is structured.

California Government Code Section 53853 provides that the County Board of Supervisors is to issue TRANs on behalf of county boards of education, school districts and community college districts that have not been accorded fiscal accountability status. However, an exception applies to TRANs issued in conjunction with other TRANs. Under this exception, if the County Board of Supervisors fails to authorize, by resolution, the issuance of a TRAN in the name of a requesting county board of education, school district or community college district within 45 calendar days following its receipt of the resolution requesting that issuance, or if the County Board of Supervisors notifies the county board of education, school district or community college district that it will not authorize that issuance within that 45-day period, then such TRAN may be issued by the requesting county board of education, school district or community college district in its name.

Due to the timing of the Program, we are respectfully requesting, on behalf of the District, that the County Board of Supervisors (i) exercise its option to notify the District that it will not authorize the issuance of the TRANs of the District within the 45-day period, and (ii) provide notice to that effect to the District by signing and returning the enclosed form of notice to Orrick, Herrington & Sutcliffe LLP in the enclosed letter-sized self-addressed, stamped envelope. The County's cooperation is greatly appreciated.

Pursuant to California Government Code Section 53853, we are enclosing a CD-Rom containing the resolution adopted by the District's Governing Board approving the borrowing and, as required by California Government Code Section 53853, officially requesting the County Board of Supervisors to adopt a resolution authorizing the issuance of the TRANs on its behalf. However, we would like to emphasize again that we are respectfully requesting, on behalf of the District, that the County Board of Supervisors exercise its option to notify the District that it will not authorize the issuance of the TRANs of the District within the 45-day period so that the District may issue the TRANs in its own name under the Program as soon as possible. For your convenience, we are also enclosing the forms of Indenture, Trust Agreement, Certificate Purchase Agreement, Purchase Agreement, Funding Agreement, if applicable, and alternative Credit Agreements (found in the enclosed CD-Rom) which will be used in connection with the Program. These documents are referenced in the resolutions. If you require an original or hard copy of any of the documents, please contact Mary Ellen Kissell at the number below.

If the County Board of Supervisors finds it necessary to issue the TRANs on behalf of the District, **please contact Laura Gao at the number below and we will send you a resolution of**



the Board of Supervisors approving the issuance of the TRANs for the District. It will be critical to schedule the adoption of the resolution as soon as possible.

Should you have any questions regarding the enclosed materials, please call the following individuals at Orrick, Herrington & Sutcliffe LLP:

- (1) Laura Gao, Project Manager (213) 612-2131;
- (2) Donald S. Field, Esq. (949) 852-7727;

or the following individuals at Dale Scott & Company:

- (1) Mark Farrell, Senior Financial Advisor (415) 956-1030;
- (2) Stephen Zhang, Financial Analyst (415) 956-1030.

On behalf of the District, we thank you for your cooperation in effecting a successful financing.

Very truly yours,

DALE SCOTT & COMPANY

cc: Amador County participating district
Scott Beck, Kutak Rock LLP

Amador County
Schedule I

Amador County Unified School District



ORRICK, HERRINGTON & SUTCLIFFE LLP
THE ORRICK BUILDING
405 HOWARD STREET
SAN FRANCISCO, CALIFORNIA 94105-2669

tel +1-415-773-5700
fax +1-415-773-5759

WWW.ORRICK.COM

May 2015

EXECUTIVE SUMMARY OF THE
2015-2016 CALIFORNIA SCHOOL CASH RESERVE PROGRAM

We are acting as bond counsel in connection with the California School Cash Reserve Program (the “Program”) in which numerous school districts, community college districts and County boards of education (collectively, the “Districts”) throughout the State of California are participating by the simultaneous issuance of one or more series of tax and revenue anticipation notes (the “Notes”). The Program is being sponsored by the California School Boards Association Finance Corporation.

The resolutions adopted by the participating Districts approve the Program in two alternative structures. The traditional structure involves the issuance of bonds payable from a pool of Notes (see Traditional Structure: Pool Bonds below), while the alternate structure would involve the execution of certificates of participation (see Alternate Structure: Certificates of Participation below). The decision as to which structure will be implemented this year will be made based on market conditions.

Traditional Structure: Pool Bonds

Under the traditional structure of the Program, each District issues an initial series of Notes in July 2015 which is sold to a joint powers authority, the California School Cash Reserve Program Authority (the “Authority”). The Authority pools each District’s Notes with Notes of other Districts issued in July 2015 under the Program. The Authority may form more than one pool of Notes, and the Authority sells one or more series of Pool Bonds, each of which is secured by a pool pursuant to an Indenture between the Authority and U.S. Bank National Association, as Trustee. The Pool Bonds would be purchased by Piper Jaffray & Co., as Underwriter, who would in turn sell the Pool Bonds to the investing public.

Under a variation to the traditional structure of the Program, the county board of education of a county will issue one or more series of Notes (“County Board Notes”), and the county superintendent of schools of such county, with the approval of such county board of education, will make temporary transfers and/or conditional apportionments, funded with all or a portion of the proceeds of the applicable series of County Board Notes, to one or more school districts located within such county pursuant to California Education Code Section 42621 or California Education Code Section 42622, respectively, and the obligations of each such school district with respect to such temporary transfers and/or conditional apportionments will be evidenced by a series of Notes issued by such school district. Such county board of education will sell each such series of County



ORRICK

Board Notes to the Authority as part of the traditional structure of the Program provided that, as additional security for the payment of the applicable series of such County Board Notes, such county board of education will pledge and assign all of its right, title and interest in the related Notes issued by each such school district to the Trustee as assignee of such series of County Board Notes under the traditional structure of the Program.

Following the initial issuance of Notes and corresponding Pool Bonds in July 2015, certain Districts (including ones that did not participate in the July 2015 initial issuance of Notes) may issue subsequent Notes in late 2015 and/or early 2016 depending on cash flow needs of such Districts, which Notes would be purchased by the Authority with the proceeds of additional Pool Bonds.

Alternate Structure: Certificates of Participation

Under the alternate structure of the Program, each District would issue an initial series of Notes in July 2015 which would be deposited with the Trustee together with some or all of the Notes issued by other Districts participating in the Program pursuant to a Trust Agreement between such Districts and the Trustee. The Trustee would execute and deliver certificates of participation (the “Certificates”) evidencing and representing proportionate undivided interests in the payments of principal of and interest on the Notes. The Certificates would be purchased by the Underwriter for resale to the investing public.

Following the initial issuance of Notes and corresponding Certificates in July 2015, certain Districts (including ones that did not participate in the July 2015 initial issuance of Notes) may issue subsequent Notes in late 2015 and/or early 2016 depending on cash flow needs of such Districts, which Notes would be deposited with the Trustee pursuant to a Trust Agreement. The Trustee would execute and deliver Certificates and the Certificates would be purchased by the Underwriter for resale to the investing public.

Use and Investment of Note Proceeds

Under either structure, the proceeds of each District’s Note and the funds used to repay such Note will be invested by the Trustee in the County Treasury of the county in which the District requesting such investment is situated or another type of permitted investment under the Indenture or Trust Agreement; provided, however, that all money held by a county treasurer in a payment account attributable to a series of Notes securing a series of County Board Notes will be invested to the greatest extent possible at such county treasurer’s discretion in the applicable county’s pooled investment fund and as otherwise permitted by the California Government Code and the investment policy of such county.

Credit Enhancement

Under either structure, all or a portion of the payments made by each District on its Notes may be secured by (i) a letter or letters of credit issued by a bank or banks holding the highest short-term rating issued by Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services



ORRICK

LLC business (“S&P”) or Moody’s Investors Service (“Moody’s”), whichever is rating the applicable series of Pool Bonds or Certificates, and/or (ii) a policy of insurance backed by an insurance company holding the highest short-term rating issued by S&P or Moody’s, whichever is rating the applicable series of Pool Bonds or Certificates. At the time each series of Notes is priced, each District will confirm the selection of the type or types of credit enhancement and the designation of a bank or banks or insurance company, if, and as applicable. Either method of securing all or a portion of the payments by all the Districts participating in a particular Pool will enable the corresponding Pool Bonds or Certificates to have the highest short-term rating issued by S&P or Moody’s.

County Resolution

California law provides that the Board of Supervisors of the County in which a participating District that does not have fiscal accountability status is situated shall issue the Notes in one or more series in the name of the District as soon as possible following receipt of a resolution of the governing board of the District requesting the borrowing (Government Code § 53853). If the Board of Supervisors fails to adopt a resolution authorizing the issuance of the Notes within 45 calendar days following its receipt of the District resolution or notifies the District that it will not do so within the 45-day period, then the District is authorized to issue the Notes in one or more series in its name pursuant to the previously adopted resolution.

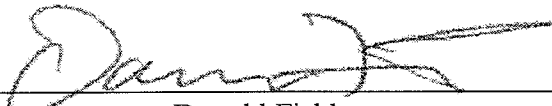
The Notes of the District will be payable exclusively from money of the District and no money of the County will ever be used to pay the principal of and interest on the Notes or any expenses relating to the Program. If the Board of Supervisors adopts a resolution of issuance, the County’s sole responsibility is to issue the Notes by directing the appropriate officers of the County to execute the Notes and related closing documents. By the adoption of such a resolution, the County is also recognizing that the District has pledged certain of the District’s moneys to the repayment of the Notes and that the County, upon request of the District, will be obligated to deliver the District’s money on deposit in the County treasury in the amount necessary for the District to satisfy its obligations under the Notes and the resolution. Such obligation is mandated whether or not the County finds it necessary to adopt a resolution of issuance in connection with the Program.



We hope this letter answers any questions you may have and we look forward to another successful issuance of Notes under the Program. If you have further questions or if there is any way we may be of additional assistance to the County, please contact Donald Field at (949) 852-7727.

Very truly yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

By 
Donald Field

cc: Alest Walker, California School Boards
Association Finance Corporation
Mark Farrell, Dale Scott & Company

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 5/28/15

From: James Rooney
(Department Head - please type)

Phone Ext. 454

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

Meeting Date Requested:
6/9/15

Department Head Signature James Rooney

Agenda Title: Megabyte Property Tax System Agreement for 2015-16

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Megabyte Property Tax System Maintenance Agreement and SQL-Server Database Support Agreement for 2015-16 as attached.
(The contract was routed for pre-approval to County Counsel, CAO, IT, GSA, Risk Management, Auditor & Tax Collector)

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 [Signature] Counsel BC

Auditor JOR GSA Director _____

CAO _____ Risk Management [Signature]

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

Risk; Auditor; Assessor

FOR CLERK USE ONLY

Meeting Date June 9, 2015 Time 9 a.m. Item # 4P

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

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MAY 26 2015

COUNTY ASSESSOR
JACKSON, CA

**AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2015 and terminating June 30,
2 2016 by and between the COUNTY OF AMADOR, hereinafter referred to as the "County" and
3 MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin,
4 California 95677, hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

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

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

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

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

20 COUNTY OF AMADOR

21 Office of Auditor/Controller

22 810 Court Street

23 Jackson, CA 95642

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

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

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

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

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

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

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

55 11. Patent or Copyright Infringement.

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

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

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

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

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

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

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

- 94 B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance
95 (Bodily Injury and Property Damage) of not less than One Million Dollars
96 (\$1,000,000) combined single limit per occurrence (claim made).
- 97 C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage)
98 on owned, hired, leased and non owned vehicles used in conjunction with
99 Contractor's business of not less than Three Hundred Thousand (\$300,000)
100 combined single limit per occurrence (claim made).

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

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

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

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

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

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

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

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

141
142
143 COUNTY OF AMADOR, a political subdivision of the
144 State of California

145
146
147 By _____
148 Chairman, Board of Supervisor's

149
150
151 Dated: _____

152
153
154 CONTRACTOR: Megabyte Systems, Inc

155
156 By Sharon A. Beckett
157 President, Contractor

158
159
160 Dated: 05.19.15
161

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

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

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

County must grant Contractor full administrator rights (SA).

SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Contractor upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Contractor will install it and do any necessary property system upgrades). Contractor determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is a result of gross negligence on behalf of County staff regarding care of the server and the environment where the server is located, then this will be a billable item to the County in accordance with the methodology set forth in Exhibit B).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

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

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

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

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

Term	Description	Amount
7/1/2015 – 6/30/2016	MPTS Property Tax System Maintenance/Support	\$9,212.76

COMPENSATION FOR EXTRA SERVICES

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

1. Support outside of the scope of Exhibit A.
\$125.00 per hour
2. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:
\$150.00 per hour
3. On-site support, with a four-hour minimum, including time in transit.
\$150.00 per hour
4. Travel expenses: At actual cost in accordance with County's current travel expense policy.

CONTRACTOR shall not perform any billable work without the prior consent of COUNTY.

COUNTY OF AMADOR		Number
POLICY & PROCEDURES MANUAL		2-300
SECTION:	HUMAN RESOURCES	ALCOHOL-FREE AND DRUG-FREE WORKPLACE; DRUG & ALCOHOL TESTING
ISSUE DATE:	August 6, 2002	
PAGE NO:	19 of 16	

ATTACHMENT "B"

RECEIVED

MAY 26 2015

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

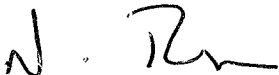
COUNTY ASSESSOR
JACKSON, CA

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

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

Federal I.D. No. or Social Security No.: 77-0547969

Printed Name:

Signed:  Date 05.19.15
NICHOLAS BETIS

Title: ADMIN MANAGER

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/03/2015

From: Chuck Iley, County Administrative Officer Phone Ext. _____
(Department Head - please type)

Department Head Signature *CI*

- Regular Agenda
 - Consent Agenda
 - Blue Slip
 - Closed Session
- Meeting Date Requested: 06/09/2015

Ord.

Agenda Title: Board of Supervisors

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

Approval of Ordinance postponing the Boards salary increase until July 1, 2016, keeping the salaries of the Supervisors as they have been since 2008. (Reading waived on May 26, 2015).

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

Committee Review? Name _____ N/A

Committee Recommendation:

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

Comments: _____

Request Reviewed by:

Chairman *BJ* Counsel _____

Auditor *JOR* GSA Director *lop*

CAO *ci* Risk Management *ma*

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

Auditor

FOR CLERK USE ONLY

Meeting Date June 9, 2015 Time 9 a.m. Item # 5A

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 _____

ORDINANCE NO. _____

The Board of Supervisors of the County of Amador ordains as follows:

SECTION 1. Sub-section 2.04.090.B of Chapter 2.04 of the Amador County Code shall be deleted and the following revised Sub-section B. of Section 2.04.090 shall be adopted and substituted in place of the deleted sub-section:

2.04.090 Salaries and Benefits.

...

B. Effective July 1, 2016~~5~~, each supervisor for the county shall receive as compensation for services required of him/her by law or by virtue of his/her office an amount equal to forty percent of the Amador County superior court judge's monthly pay in effect on June 30, 2016~~5~~, for each month during which such supervisor holds office. Such salary shall be prorated for the first and last month of his/her term. Each year thereafter, the board of supervisors' annual rate of compensation shall be adjusted on July 1st without further direction to the auditor-controller or personnel department, to an amount that is forty percent of the Amador County superior court judge's salary in effect on July 1st of the same year.

...

SECTION 2. This ordinance or a summary thereof shall be published within fifteen days after the date hereof in a newspaper of general circulation printed and published in the County of Amador, State of California, and shall become effective sixty days after the date hereof.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 9th day of June, 2015, by the following vote:

AYES: Brian Oneto, John Plasse, Louis D. Boitano, Richard M. Forster, and Lynn Morgan,

NOES: None

ABSENT: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: June 1, 2015

Misc.

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

Phone Ext. 375,759

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

Meeting Date Requested:

06/09/15

Department Head Signature *[Signature]*

Agenda Title: Consideration of Conveying Truck to Amador Transit

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

Please see the attached memorandum.

Recommendation/Requested Action:

See attached memo

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

Comments: Attached memo

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman *[Signature]* Counsel *CG*

Auditor *JOR* GSA Director *Hop*

CAO *[Signature]* Risk Management *[Signature]*

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

GSA-Jon Hopkins; County Counsel-Greg Gillott *Risk; Auditor*

FOR CLERK USE ONLY

Meeting Date June 9, 2015 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 _____
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.

Completed by _____

ATTEST: _____
Clerk or Deputy Board Clerk

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: jhopkins@co.amador.ca.us



SUMMARY MEMORANDUM

To: Board of Supervisors

From: Jon Hopkins, Director *HOP*

Date: June 1, 2015

Subject: Consideration of Conveying Truck to Amador Transit

In April, Amador Transit and GSA Motor Pool began discussions regarding obtaining one of Amador Transit's vehicle lifts they were intending to surplus. The County was able to receive the lift from Amador Transit without any other obligations. The lift was an improvement replacing one of our outdated vehicle lifts. The value of the lift is approximately \$4,000.00.

Amador Transit has been in search of a small used pick-up truck and the County has a 1998 Ford Ranger 2wd with 93,445 miles. Amador Transit became aware of the vehicle and asked if the vehicle could be conveyed to them as they have a need for it. The Kelly Blue Book value is \$1,922.00 in fair condition. This vehicle does need tires and a battery and would more than likely yield approximately \$1,400.00.

In this particular case, conveying this vehicle to Amador Transit does not create a fiscal burden for the Motor Pool Fund Account, but it is a loss in revenue.

The property described above has already been deemed surplus, yet was not requested to be conveyed at that time. Therefore, it is requested to convey this surplus property in compliance with Government Code Section 25365 which states at least one week prior to conveyance of property to agencies defined in said code, the County is required to publish a notice of its intended action in a newspaper of general publication published in the County pursuant to Government Code Section 6061; this requires a one week publication and Amador Transit is willing to pay for the notice. This action requires a four-fifths vote.

Recommendation: Authorize the General Services Director to publish a notice in accordance with Government Code section 25365 conveying one 2wd 1998 Ford Ranger to Amador Transit.