

Resol

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 05/04/2016

From: John Plasse, Chairman  
 (Department Head - please type)

Phone Ext. x470

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>05/10/2016</u>	

Department Head Signature \_\_\_\_\_

Agenda Title: Tree Mortality

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

Approval of a Resolution declaring Local State of Emergency in Amador County due to pervasive Tree Mortality. Pursuant to a requirement by the California Emergency Services Act, Article 148630(c) renewal of said resolution is required every 30 days. (Original Resolution was adopted on February 23, 2016.)

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

Comments: \_\_\_\_\_

Committee Review? Name \_\_\_\_\_ N/A

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GG

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 5-10-16 Time \_\_\_\_\_ Item # 3a

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

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

Save

Print Form

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

IN THE MATTER OF:

RESOLUTION DECLARING LOCAL STATE  
OF EMERGENCY IN AMADOR COUNTY  
DUE TO PERVASIVE TREE MORTALITY

RESOLUTION NO. 16-042

WHEREAS, On October 20, 2015, Governor Brown of the State of California, issued an Executive Order related to unprecedented tree mortality due to drought conditions, directed state agencies to begin collaborating and partnering with local government to take action to remove dead and dying trees threatening public safety and infrastructure and approved California Disaster Assistance Act funding to assist in these efforts; and

WHEREAS, California Government Code Section 8630 empowers the Board of Supervisors to proclaim the existence or threatened existence of extreme peril to the safety of persons and property and are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and

WHEREAS, On January 17, 2014, Governor Brown proclaimed a Drought State of Emergency as the State is experiencing the most severe drought in history with four years of below average rain and snow; and

WHEREAS, On December 14, 2015, California Department of Forestry and Fire Protection issued a news release stating “even with recent rains it will likely take years to slow down the massive tree mortality and bark beetle infestation”; and

WHEREAS, The latest aerial survey estimated that over 29 million trees have died across California as a result of the drought and the effects of bark beetle infestation, up from 3.3 million in 2014; and

WHEREAS, Tree mortality from bark beetle infestation has accelerated over the past few months in Amador County; and

WHEREAS, On July 31, 2015, Governor Brown proclaimed a State of emergency due to a series of wildfires statewide citing drought conditions which have increased the State’s risk of wildfires and caused millions of trees to die; and

WHEREAS, Beginning on September 9, 2015 the Butte Fire in Amador and Calaveras County destroyed 921 structures including; 549 homes, 368 outbuildings, and 4 commercial properties, caused power loss to thousands of homes and business, and thousands of families to evacuate their homes, all resulting in part from dead and dying trees caused by drought conditions; and

WHEREAS, Unless the risks posed by dead, dying and diseased trees are immediately abated, there will remain a significantly increased risk to life and property, and interruption of essential services; and

WHEREAS, The magnitude of the Butte Fire tree mortality and the pervasive tree mortality in other parts of the County represents a threat that is beyond the capacity of the County (public and private)

services, personnel, equipment and facilities and requires coordination and assistance from State and Federal agencies.

THEREFORE, BE IT HEREBY RESOLVED that the Amador County Board of Supervisors do hereby find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of a local emergency in Amador County and imminent threat of disaster as the result of tree mortality.

BE IT FURTHER RESOLVED that the Amador County Board of Supervisors does hereby establish a tree mortality taskforce and charge it to develop a risk abatement plan, coordinate agency, organization and citizen efforts, seek funding, resolve barriers, and maximize County resources.

BE IT FURTHER RESOLVED that the County of Amador requests the State of California include Amador County in the list of Priority Counties within the California Tree Mortality Task Force.

BE IT FURTHER RESOLVED that the County of Amador requests the assistance of the State of California in the coordination of resources to assist in the removal of dead and dying trees due to drought and bark beetle infestation.

BE IT FURTHER RESOLVED that the County of Amador requests the state of California to waive or expedite regulations, permits and permit fees that may hinder response and recovery efforts, make available assistance under the California Disaster Assistance Act or any other state funding, and to expedite access to federal resources and any other appropriate federal disaster relief programs.

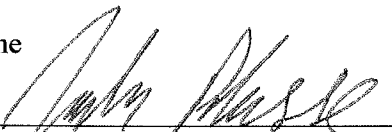
BE IT FURTHER RESOLVED that said local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of Amador, State of California.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 12th day of April, 2016, by the following vote:

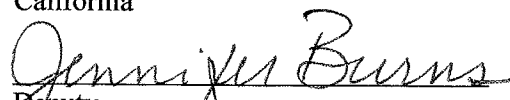
AYES: John Plasse, Louis D. Boitano, Lynn A. Morgan, Brian Oneto and Richard M. Forster

NOES: None

ABSENT: None

  
\_\_\_\_\_  
John Plasse, Chairman, Board of Supervisors

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

  
\_\_\_\_\_  
Deputy

Resol

# AGENDA TRANSMITTAL FORM

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
05/10/2016	

To: **Board of Supervisors**  
 Date: 04/20/2016

From: Michael E. Ryan, Treasurer/Tax Collector Phone Ext. X443  
 (Department Head - please type)

Department Head Signature *Michael E. Ryan*

Agenda Title: Discharge From Accountability

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

Recommendation/Requested Action:  
 Adoption of the proposed Resolution

Fiscal Impacts (attach budget transfer form if appropriate) None	Staffing Impacts N/A
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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 <u>GG</u>
Auditor <u>JOR</u>	GSA Director _____
CAO <u>[Signature]</u>	Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
 Certified copies to Tax Collector and Auditor

### FOR CLERK USE ONLY

Meeting Date 5-10-16 Time \_\_\_\_\_ Item # 3b

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_  
 Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
 Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
 Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_  
 Completed by \_\_\_\_\_  
 of \_\_\_\_\_

A new ATF is required from \_\_\_\_\_ Department For meeting of \_\_\_\_\_

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

ATTEST: \_\_\_\_\_  
 Clerk or Deputy Board Clerk

# AMADOR COUNTY TREASURER - TAX COLLECTOR



810 COURT STREET, JACKSON, CA 95642-2132  
MICHAEL E. RYAN, TREASURER-TAX COLLECTOR

TELEPHONE : (209)223-6364  
FAX: (209)223-6251

## MEMORANDUM

TO : AMADOR COUNTY BOARD OF SUPERVISORS

FROM : MICHAEL E. RYAN, <sup>MER</sup>TREASURER/TAX COLLECTOR

DATE : APRIL 20, 2016

RE : DISCHARGE FROM ACCOUNTABILITY

=====

Section 2923 of the Revenue and Taxation Code provides that “any tax collector charged by law with the collection of any delinquent taxes on unsecured property may file a verified application with the board of supervisors for a discharge from accountability for the collection of taxes, penalty, and interest, and any other charges pertaining thereto, if the amount is so small as to not justify the cost of collection or if collection enforcement is impractical”. The discharge from accountability is a bookkeeping action only – the Tax Collector’s Office would no longer be required to balance these accounts on a daily/monthly/annual basis with the Auditor’s Office. This action does not relieve the taxpayer of the liability to pay the tax, nor any penalties, interest, costs, or fees that may have accrued. Liens have been recorded against each of the assessed owners listed, and these liens will remain in full force and effect. Other attempts have been made to collect these amounts, with no success. Because of the time that has passed since these taxes were assessed, the Tax Collector is now precluded by State Law from undertaking any further enforcement actions on these accounts. Further collection enforcement actions by this Office are therefore impractical.

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

IN THE MATTER OF:

RESOLUTION DISCHARGING TAX COLLECTOR MICHAEL )  
E. RYAN FROM FURTHER ACCOUNTABILITY FOR THE )  
COLLECTION OF AMOUNTS ON UNSECURED TAX ROLL(S) ) RESOLUTION NO. 16-  
WHERE THE AMOUNTS ARE SO SMALL AS TO NOT JUSTIFY )  
THE COST OF COLLECTION OR COLLECTION )  
ENFORCEMENT IS IMPRACTICAL )

WHEREAS, Michael E. Ryan, Amador County Tax Collector, has filed a verified application for discharge from accountability for the collection of taxes, penalties and interest, and any other charges pertaining thereto, for various delinquent unsecured tax bills where amounts are so small as to not justify the cost of collection or collection enforcement is impractical (Revenue and Taxation Code Section 2923);

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Amador County is satisfied that the matters contained in the application are true and correct and the amounts shown are such as to not justify the cost of collection or collection enforcement is impractical;

BE IT FURTHER RESOLVED that Tax Collector Michael E. Ryan is hereby discharged from further accountability for the collection of the amounts specified in the attached application and the Board of Supervisors of Amador County hereby authorizes Mr. Ryan to close his books in regard to these items, and further, that such discharge does not release any person from the payment of any amounts which are due and owing upon which a Certificate of Lien has been filed;

BE IT FURTHER RESOLVED that the Amador County Auditor is authorized and directed to make the proper entries in the books of account to accomplish the intent of the foregoing 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote:

AYES :  
NOES :  
ABSENT :

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

\_\_\_\_\_

**APPLICATION FOR DISCHARGE FROM ACCOUNTABILITY  
FOR THE COLLECTION OF DELINQUENT UNSECURED TAXES**

(Made pursuant to Section 2923, Revenue and Taxation Code)

Application is hereby made to discharge the Amador County Tax Collector from further accountability for the collection of taxes, penalties and interest, and any other charges pertaining thereto, on the delinquent unsecured tax bills for the Assessment Numbers and for the fiscal years listed on the attached sheet(s). The amounts are so small as to not justify the cost of collection or collection enforcement is impractical. Attempts to collect these tax bills have been made, with no success. Certificates of Lien have been recorded against each of the assessees listed, and these Liens will remain in full force and effect.

Dated: April 20, 2016



---

Michael E. Ryan  
Amador County  
Treasurer/Tax Collector

County of AMADOR  
**ASMTS DISCHARGED FOR ROLL YEAR 2016**

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
BALTZER JAMES STEVEN	800-000-072-000	2010	Y	122.25	12.22	0.00	134.47	□	
HAMON KENNETH B	800-000-285-000	2010	Y	35.80	3.58	0.00	39.38	□	
GOTTSTEIN DAN	800-000-352-000	2010	Y	42.83	4.28	0.00	47.11	□	
BERRY KENNETH C	800-000-690-000	2010	Y	33.46	3.34	0.00	36.80	□	
COTTERELL CHRIS	800-000-970-000	2010	Y	249.96	24.99	0.00	274.95	□	
ASTWOOD ALLEN	800-002-351-000	2010	Y	37.01	3.70	0.00	40.71	□	
GOEWY REGGIE JR	800-002-366-000	2010	Y	111.54	11.15	0.00	122.69	□	
HEINTZ DAVID	800-002-402-000	2010	Y	101.28	10.12	0.00	111.40	□	
GILLIAM LEEANN	800-002-641-000	2010	Y	33.80	3.38	0.00	37.18	□	
ERICH BRIAN	800-002-674-000	2010	Y	23.42	2.34	0.00	25.76	□	
CHANG CHAN	800-002-811-000	2010	Y	992.71	99.27	0.00	1,091.98	□	
TELAVA WIRELESS INC	800-002-825-000	2010	Y	35.59	3.55	0.00	39.14	□	
STUMP CARL C	800-002-847-000	2010	Y	384.10	38.41	0.00	422.51	□	
ROXAS SANTIAGO A	800-002-849-000	2010	Y	100.39	10.03	0.00	110.42	□	
VILLA NICOLAS JR & JOAN P	830-000-232-000	2010	Y	34.88	3.48	0.00	38.36	□	
WURM WILLIAM	830-001-002-000	2010	Y	32.65	3.26	0.00	35.91	□	
SWANSON TREVOR	830-001-548-000	2010	Y	32.65	3.26	0.00	35.91	□	
SCHAFFER CHRISTOPHER R	830-001-677-000	2010	Y	100.49	10.04	0.00	110.53	□	
PERSINGER MIKE	830-001-798-000	2010	Y	101.81	10.18	0.00	111.99	□	
KEITH SCOTT	830-001-914-000	2010	Y	53.94	5.39	0.00	59.33	□	
ALEXANDER LESLIE	830-001-962-000	2010	Y	21.40	2.14	0.00	23.54	□	
CONNORS JOHN M JR	830-002-382-000	2010	Y	53.64	5.36	0.00	59.00	□	
MCREYNOLDS DICK CHARLES	830-002-432-000	2010	Y	25.45	2.54	0.00	27.99	□	
GRAYSON DEBBIE LYNN	830-002-691-000	2010	Y	64.49	6.44	0.00	70.93	□	
BRANDT JEFF	830-002-703-000	2010	Y	205.03	20.50	0.00	225.53	□	
LEAL CYNTHIA L	830-002-965-000	2010	Y	26.26	2.62	0.00	28.88	□	
CARNEY JAMES PATRICK & HESTER RENEI	830-003-002-000	2010	Y	24.64	2.46	0.00	27.10	□	
HANSEN THOMAS JEFFREY	830-003-033-000	2010	Y	123.20	12.32	0.00	135.52	□	
MYERS SALLY	830-003-059-000	2010	Y	103.63	10.36	0.00	113.99	□	
AKEMON DANNY	830-003-271-000	2010	Y	65.10	6.51	0.00	71.61	□	
FINN MARK & DEBRA	830-003-813-000	2010	Y	144.09	14.40	0.00	158.49	□	
SCHAEFER MOLLY	830-003-879-000	2010	Y	44.62	4.46	0.00	49.08	□	
GONZALES EDWIN	830-003-977-000	2010	Y	25.96	2.59	0.00	28.55	□	
LEE GREENBERG, LLC	850-000-302-000	2010	Y	726.33	72.63	0.00	798.96	□	
PENDLETON SANDRA	860-000-021-000	2010	Y	237.28	23.72	0.00	261.00	□	
WHEELER ANITA	860-000-022-000	2010	Y	237.28	23.72	0.00	261.00	□	
SMALLEY VICKY	860-000-024-000	2010	Y	272.77	27.27	0.00	300.04	□	
ANDREWS, CHRIS HINES, VICTORIA	860-000-231-000	2010	Y	11.15	1.11	0.00	12.26	□	
MOON DALE & RICHNOW KIMBERLY	860-000-232-000	2010	Y	11.15	1.11	0.00	12.26	□	



County of AMADOR  
ASMTS DISCHARGED FOR ROLL YEAR 2016

Owner	Asmt	Tax Year	RollType	Tax Amount	Pen Amount	Cost	Total to Discharge	Rec Chg	Discharged Date
HAYES SHANNON J	860-000-236-000	2010	Y	22.31	2.23	0.00	24.54	<input type="checkbox"/>	
MONDANI DON	910-000-011-000	2010	K	573.52	57.34	20.00	650.86	<input type="checkbox"/>	
BRAZELL LOUIS C	910-000-110-000	2010	K	140.14	14.00	20.00	174.14	<input type="checkbox"/>	
HUNTLEY WILLIAM T	910-000-247-000	2010	K	29.88	2.98	20.00	52.86	<input type="checkbox"/>	
HILL BARBARA	910-000-266-000	2010	K	75.52	7.54	20.00	103.06	<input type="checkbox"/>	
VILLA NICOLAS & JOAN	910-000-267-000	2010	K	374.98	37.48	20.00	432.46	<input type="checkbox"/>	
JEFFERY MILDRED	910-000-295-000	2010	K	7.77	0.77	0.00	8.54	<input type="checkbox"/>	
ORTIZ JUAN CARLOS	910-000-320-000	2010	K	159.60	15.96	20.00	195.56	<input type="checkbox"/>	
GIANNINI STEVE	910-000-690-000	2010	K	217.22	21.72	20.00	258.94	<input type="checkbox"/>	
PEREZ CEDRICK	910-000-999-000	2010	K	127.92	12.78	20.00	160.70	<input type="checkbox"/>	
MARTINEZ FRANK & PATRICIA	910-001-551-000	2010	K	1,223.60	122.36	20.00	1,365.96	<input type="checkbox"/>	
DEUTSCHE BANK NATIONAL TRUST COMP,	990-022-649-400	2008	G	362.94	36.29	0.00	399.23	<input type="checkbox"/>	
DEUTSCHE BANK NATIONAL TRUST COMP,	990-023-870-000	2009	G	102.44	10.24	0.00	112.68	<input type="checkbox"/>	
DEUTSCHE BANK NATIONAL TRUST COMP,	990-024-082-100	2009	G	68.20	6.82	0.00	75.02	<input type="checkbox"/>	
HSBC BANK USA NATIONAL ASSOCIATION,	990-024-312-000	2009	G	14.58	1.45	0.00	16.03	<input type="checkbox"/>	
FEDERAL NATIONAL MORTGAGE ASSOCIA	990-024-987-000	2009	G	38.22	3.82	0.00	42.04	<input type="checkbox"/>	
FEDERAL NATIONAL MORTGAGE ASSOCIA	991-024-987-000	2010	G	148.22	14.82	0.00	163.04	<input type="checkbox"/>	
<b>Grand Total</b>	<b>Asmt Count:</b>	<b>56</b>		<b>8,771.09</b>	<b>876.83</b>	<b>180.00</b>	<b>9,827.92</b>		

Resol

# 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:	
05/10/16	

To: Board of Supervisors

Date: May 3, 2016

From: Jim McHargue, APCO/Director Solid Waste Phone Ext. 546  
(Department Head - please type)

Department Head Signature *Jim McHargue*

Agenda Title: RESOLUTION FOR CALRECYCLE'S CITY/COUNTY PAYMENT PROGRAM

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
CalRecycle administers a payment program to provide opportunities for beverage container recycling and litter cleanup activities. Pursuant to Public Resources Code Section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, CalRecycle is distributing \$10,500,000 in fiscal year 2015-16 to eligible cities and counties specifically for beverage container recycling and litter cleanup activities. Amador County is eligible for \$10,000 from the City/County Payment Program.

Recommendation/Requested Action:

Authorization of resolution

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

Is a 4/5ths vote required? Yes  No

Committee Review? Name \_\_\_\_\_ N/A

Committee Recommendation: \_\_\_\_\_

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

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GC

Auditor JOR GSA Director \_\_\_\_\_

CAO [Signature] Risk Management \_\_\_\_\_

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

### FOR CLERK USE ONLY

Meeting Date 5-10-16 Time \_\_\_\_\_ 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 _____	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.
	Department _____	
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk




AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**WASTE MANAGEMENT & RECYCLING**

PHONE: (209) 223-6429  
FAX: (209) 223-6395  
WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)  
EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

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

**MEMORANDUM**

**TO:** Board of Supervisors 

**FROM:** Jim McHargue, Air Pollution Control Officer/Director of Solid Waste

**DATE:** May 3, 2016

**SUBJECT:** Resolution for CalRecycle's City/County Payment Program

**BACKGROUND:**

The Department of Resources Recycling and Recovery (CalRecycle) administers a payment program to provide opportunities for beverage container recycling and litter cleanup activities. Pursuant to Public Resources Code Section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, CalRecycle is distributing \$10,500,000 in fiscal year 2015-16 to eligible cities and counties specifically for beverage container recycling and litter cleanup activities.

Each year Amador County is eligible for \$10,000 from the City/County Payment Program. Eligible activities include, but are not necessarily limited to:

- New or existing curbside recycling programs.
- Neighborhood drop-off recycling programs.
- Public education promoting beverage container recycling.
- Litter reduction and cleanup where the waste stream includes beverage containers that will be recycled.
- Cooperative regional efforts among two or more cities and counties.
- Other beverage container recycling programs.
- Supporting AB 341 Mandatory Commercial Recycling (MCR) requirements. (For additional information on MCR and definitions of "businesses" and "multi-family residential dwellings" as they relate to this regulation, see Mandatory Commercial Recycling).
  - o Infrastructure for businesses to recycle beverage containers.
  - o Support for new or existing beverage container recycling programs for multi-family residential dwellings.
  - o Public education and outreach (must include a beverage container recycling component).

**RECOMMENDATION:**

Authorization of resolution.

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING SUBMITTAL ) RESOLUTION NO. 16- XX  
OF APPLICATION FOR PAYMENT )  
PROGRAMS AND RELATED )  
AUTHORIZATIONS )

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that County of Amador is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the County Administrative Officer, or his designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

AYES:

NOES:

\_\_\_\_\_  
Chairman, Board of Supervisors

STATE OF CALIFORNIA

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 05/06/2016

From: Judy Dias, Human Resources Director  
(Department Head - please type)

Phone Ext. 473

Department Head Signature Judy Dias

<input type="radio"/> Regular Agenda
<input checked="" type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: <u>05/10/2016</u>

Agenda Title: Salary for Behavioral Health Director

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

Please adopt the Mid-Management resolution establishing the salary of Behavioral Health Director as \$10,068/month; \$9,061/month voluntary furlough (class title and specification approved 3/22/2016)

Recommendation/Requested Action:

**Adopt Resolution**

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 \_\_\_\_\_

Risk Management \_\_\_\_\_

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

Human Resources, Auditor

## FOR CLERK USE ONLY

Meeting Date

5/10/16

Time \_\_\_\_\_

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 \_\_\_\_\_

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

Print Form

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

IN THE MATTER OF:

RESOLUTION REGARDING ) RESOLUTION NO. 16-xxx  
SALARIES AND FRINGE BENEFITS )  
FOR MID-MANAGEMENT EMPLOYEES )

BE IT RESOLVED that this resolution is being adopted to reflect the following changes:

- Establish the wage for the classification of Behavioral Health Director approved by the Board of Supervisors on March 22, 2016.

**2015 & 2016 Classification and Wage Plan moved to last page and listed as Appendix A**

**TERMS AND CONDITIONS**

1. Employees herein identified serve at the pleasure of their respective Agency/Department Head or Elected Official, with the concurrence of the CAO. However, in the event of a proposed action that could result in demotion, reduction in hours, loss of pay, or termination, the concurrence of the Board of Supervisors shall be required if either the department head or the employee requests same. Such request(s) shall be made in writing within seven (7) working days of written notice of the proposed action.
2. Personnel covered by this resolution are required to devote the appropriate amount of time at their place of work, either in the office or at other sites, necessary to complete the responsibilities and duties of their positions.
3. With the exception of the OES Coordinator, Mid-Management employees are *exempt* from the Fair Labor Standards Act (FLSA) as it relates to wages and overtime requirements. Exempt employees are not eligible for overtime. The OES Coordinator is covered by the FLSA as it relates to wages, overtime, record keeping, and equal pay standards.

**BENEFIT PACKAGE**

4. **Voluntary Reduced Work Schedule:** Effective July 1, 2015, employees have the option to continue their voluntary reduced work schedule of 156.6 hours per month, request a voluntary reduced work schedule of 156.6 hours or rescind their previous request for a voluntary reduced work schedule. Employee's seniority, benefits and leave accruals will not be affected. Employees have the option of working a 36 hour work week or a work 72 hours every two weeks (40 hours one week and 32 hours the next week). Employees who elect to take the reduced workweek do not need to submit a request each year to continue their reduced work schedule. If an employee elects to take the reduced workweek, they shall remain on the reduced workweek until the beginning of the following fiscal year. The County reserves the right to rescind the reduced workweek at any time.
5. **Retirement Program:** Employees herein shall receive the same Public Employees' Retirement System program offered to the County's General bargaining group; as such program may be amended from time to time. The Employer Paid Member Contribution (EPMC) shall be as follows:
  - A. Effective October 1, 2011, the EPMC shall be 1% for all Classic employees in this unit.
  - B. Effective January 1, 2013 all employees hired as new employees according to PERS regulations shall pay one-half of normal cost as determined by CalPERS.

- C. Effective July 1, 2016 all Classic employees shall pay the full seven percent (7%) of the EPMC
6. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs provided to the County's General Unit bargaining group.
- A. Effective January 1, 2017, all employees will contribute an additional 2.5% towards their insurance premiums; therefore, the County will be contributing 87.5% of the insurance premiums and the employee will be contributing 12.5% of their insurance premiums.
  - B. Mid-Management employees retiring from County service shall be granted the right to continue participation in the group health insurance programs provided for active Mid-Management employees, to the extent said insurance programs allow, **at the retired employee's expense.**
  - C. For full-time Mid-Management employees, a cash payment of \$466.10 shall be paid to all Mid-Management employees in lieu of major medical insurance other than the County's, after proof of other major medical insurance has been obtained. The County shall retain the remainder of the premium it otherwise would have paid to that employee. If the employee waives all benefits except life insurance, the cash total is \$506.10.
7. **Sick Leave:** Employees herein shall accrue sick leave at the same rate as the County's General Unit bargaining group as follows:
- A. Regular full-time and regular part-time employees shall earn and accrue paid sick leave in regular increments each pay period of employment up to a maximum of 96 hours per year.
  - B. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue 8 hours sick leave per month up to a maximum of 96 hours per year.
  - C. Unused sick leave shall accrue from year to year.
  - D. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours **may**, upon request of the employee, be paid in cash for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours, with the balance of unused sick leave going toward PERS service credit.
8. **Vacation Leave:** Employees herein shall earn and accrue paid vacation leave in accordance with the following provisions (All other terms and conditions shall be the same as the County's General bargaining group):
- A. **Years 1-9:** For the first through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every 130.5 hours of service, which accrual shall be credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue eight (8) hours of vacation leave for every 117.45 hours of service, which accrual will be credited monthly.
  - B. **Years 10 Plus:** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every 99.43 hours of service, which accrual shall be credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue eight (8) hours of vacation leave for every 89.49 hours of service, which accrual shall be

credited monthly.

- C. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued vacation leave is below the maximum allowed accrual.
- D. An employee may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in the Amador County Policies and Procedures Manual (Policy #2-230) has been met. An employee may elect to be paid off once a year at the end of the calendar year or at the end of the fiscal year.

9. **Holiday Leave:** Mid-Management employees will receive the same paid holiday leave as the County's General bargaining group. For employees taking the voluntary reduced work schedule of 156.6 hours per month, they will be paid eight (8) hours of holiday pay. Any difference in the number of hours used on that holiday can be taken from vacation leave. If vacation leave is not available, employees will be docked the difference in pay.

10. **Professional Leave:** Mid-Management Classifications listed below shall accrue up to five (5) days of professional leave each calendar year at the rate of 8 hours of professional leave for every 417.6 hours of service, credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue up to five (5) days of professional leave each calendar year at a rate of 8 hours of professional leave for every 375.84 hours of service, credited monthly, subject to the following conditions:

- A. An employee may accrue professional leave up to a maximum amount equal to twice their current annual professional accrual rate. Accrual of professional leave shall cease when the maximum amount of professional leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued professional leave is below the maximum allowed accrual.
- B. Part-time employees will have the leave pro-rated based on the numbers of hours worked.
- C. If an eligible employee separates from County employment, said employee will not be paid in cash for any unused professional leave. However, if an eligible employee moves to another County employment classification which has no professional leave, said employee will be paid off in cash.
- D. An employee is required to have such leave approved by their agency/department head.
- E. An employee must prepare written documentation supporting their professional development leave and its relationship to their position.
- F. This leave is not intended to preclude the normal assignment of training or professional development hours required by the position and compensated as a normal part of expected functions.
- G. Eligible Classifications: Assistant County Counsel, Health Services Director and Deputy Director of Public Works Projects
- H. The purpose for this Professional Leave shall be to provide additional time for eligible employees to continue education as required to maintain necessary professional development levels.



11. **Employee Wellness Program:** The County agrees to provide up to \$100.00 per calendar year cost reimbursement to non-smoking Mid-Management employees who participate in an organized fitness program or organized weight-reduction program.

**EFFECTIVE DATE**

The effective date of changes for this Resolution shall be April 1, 2016.

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 10th day of May, 2016 by the following vote:

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

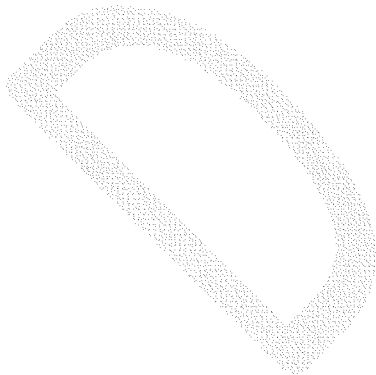
NOES: None

ABSENT: None

\_\_\_\_\_  
Chairman, Board of Supervisors

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

\_\_\_\_\_  
Deputy



**APPENDIX A**  
**MID-MANAGEMENT UNIT CLASSIFICATION AND WAGE PLAN**  
**2.5% INCREASE - EFFECTIVE 10/01/2015**

Classification	Monthly Salaries	Voluntary Reduction of Hours
Animal Control Director	\$7,027	\$6,325
Assistant Assessor	\$6,997	\$6,297
Assistant Auditor-Controller	\$7,922	\$7,130
Assistant County Counsel (vacant)	\$10,670	\$9,603
Behavioral Health Director	\$10,068	\$9,061
Chief Building Official	\$7,170	\$6,453
Chief Deputy Clerk/Recorder Local Registrar of Births & Deaths	\$8,151	\$7,336
Chief Deputy Registrar of Voters	\$6,777	\$6,100
Chief Deputy Treasurer/Tax Collector	\$6,121	\$5,509
County Librarian	\$7,937	\$7,143
County Surveyor	\$7,491	\$6,742
Deputy Director of Behavioral Health (Fiscal and Administrative Services)	\$7,611	\$6,850
Deputy Director of General Services Administration (vacant)	\$8,833	\$7,950
Deputy Director of Public Works Projects (vacant)	\$8,493	\$7,644
Deputy Director of Social Services (Finance/Facilities/Administration) (vacant)	\$7,611	\$6,850
Deputy Director of Social Services (Social Services Agency Programs) (vacant)	\$7,708	\$6,937
Director of Environmental Health	\$8,079	\$7,271
Director of Solid Waste Programs/Safety Programs (vacant)	\$8,016	\$7,214
Health Services Director (vacant)	\$9,715	\$8,743
GSA County Government Support Services Director	\$8,201	\$7,381
OES Coordinator (vacant)	\$5,898	\$5,308
Planning Director	\$8,871	\$7,984
Public Works Maintenance Superintendent	\$7,435	\$6,692
Psychiatrist	\$19,488	\$17,539
Social Services Director (vacant)	\$10,068	\$9,061

**APPENDIX A**  
**MID-MANAGEMENT UNIT CLASSIFICATION AND WAGE PLAN**  
**2.0% INCREASE - EFFECTIVE 10/01/2016**

Classification	Monthly Salaries	Voluntary Reduction of Hours
Animal Control Director	\$7,168	\$6,451
Assistant Assessor	\$7,137	\$6,423
Assistant Auditor-Controller	\$8,081	\$7,273
Assistant County Counsel (vacant)	\$10,884	\$9,795
Behavioral Health Director	\$10,269	\$9,242
Chief Building Official	\$7,313	\$6,582
Chief Deputy Clerk/Recorder Local Registrar of Births & Deaths	\$8,314	\$7,482
Chief Deputy Registrar of Voters	\$6,913	\$6,222
Chief Deputy Treasurer/Tax Collector	\$6,244	\$5,619
County Librarian	\$8,095	\$7,286
County Surveyor	\$7,641	\$6,876
Deputy Director of Behavioral Health (Fiscal and Administrative Services)	\$7,763	\$6,987
Deputy Director of General Services Administration (vacant)	\$9,010	\$8,109
Deputy Director of Public Works Projects (vacant)	\$8,663	\$7,797
Deputy Director of Social Services (Finance/Facilities/Administration) (vacant)	\$7,763	\$6,987
Deputy Director of Social Services (Social Services Agency Programs) (vacant)	\$7,862	\$7,076
Director of Environmental Health	\$8,241	\$7,417
Director of Solid Waste Programs/Safety Programs (vacant)	\$8,176	\$7,358
Health Services Director (vacant)	\$9,909	\$8,918
GSA County Government Support Services Director	\$8,365	\$7,529
OES Coordinator (vacant)	\$6,016	\$5,414
Planning Director	\$9,049	\$8,144
Public Works Maintenance Superintendent	\$7,584	\$6,826
Psychiatrist	\$19,878	\$17,890
Social Services Director (vacant)	\$10,269	\$9,242

# AGENDA TRANSMITTAL FORM

*Agmt*

To: Board of Supervisors

Date: 4/25/16

From: Patricia Lesky  
(Department Head - please type)

Phone Ext. 830

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

Meeting Date Requested:

05/10/16

Department Head Signature *Patricia M Lesky*

Agenda Title: July 1, 2016-June 30, 2018 Glassy-Winged Sharpshooter Trapping Contract

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Reimbursement for expenditures associated with the detection of the Glassy-Winged Sharpshooter

Recommendation/Requested Action:

Chairman signature \_\_\_\_\_

Fiscal Impacts (attach budget transfer form if appropriate)

\$22,058.00

Staffing Impacts na

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 \_\_\_\_\_

CAO *PL*

Risk Management \_\_\_\_\_

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

Return one signed original to Ag Department

### FOR CLERK USE ONLY

Meeting Date

5-10-16

Time \_\_\_\_\_

Item #

4a

Board Action: Approved Yes \_\_\_ No \_\_\_

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Other: \_\_\_\_\_

Noes \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_

Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

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 \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

of \_\_\_\_\_

**DEPARTMENT OF AGRICULTURE / WEIGHTS AND MEASURES**

LOCATION: 12200-B AIRPORT ROAD, MARTELL, CA • PHONE (209) 223-6487 • FAX (209) 223-3312

MAIL: 12200-B AIRPORT ROAD, JACKSON, CA 95642-9527 • email: agriculture@amadorgov.org



April 25, 2016

TO: Board of Supervisors

FROM: Patricia Lesky, Agricultural Commissioner

A handwritten signature in cursive script, reading "Patricia Lesky", is written over the printed name in the "FROM:" field.

SUBJECT: Authorization to Enter into the following Agreement with the California Department of Food and Agriculture for the GWSS Program for 7/1/16-6/30/18 fiscal years

**Glassy-Winged Sharpshooter Trapping Contract #16-0214:** This agreement will reimburse the county for expenditures associated with detection of the Glassy-Winged Sharpshooter.

**ACTION REQUESTED:** It is recommended that your Board authorize the Chairman to sign the attached Resolution and Standard Agreement.

ref:agcontracts/gwssletter1

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER
<b>16-0214-SF</b>

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME

**COUNTY OF AMADOR**

2. The term of this Agreement is: July 1, 2016 through June 30, 2018

3. The maximum amount of this Agreement is: \$22,058.00  
Twenty-two Thousand Fifty-eight Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	1 Page
Exhibit B: General Terms and Conditions	2 Page(s)
Exhibit C: Payment and Budget Provisions	1 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	16 Page(s)

Name of Project: County GWSS Program

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

**RECIPIENT**

RECIPIENT'S NAME (*Organization's Name*)  
**COUNTY OF AMADOR**

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)



PRINTED NAME AND TITLE OF PERSON SIGNING

**John Plasse, Chairman, Board of Supervisors**

ADDRESS

12200-B Airport Road, Jackson, CA 95642-9527

**STATE OF CALIFORNIA**

AGENCY NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)



PRINTED NAME AND TITLE OF PERSON SIGNING

**CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION**

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

MA

**EXHIBIT A**

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
The County will establish workplans for survey, inspections, and control of glassy-winged sharpshooter.

2. **RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award  does  does not support R&D.

3. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Myrna Villegas	Name:	Patti Lesky
Section/Unit:	Pierce's Disease Control Program	Section/Unit:	COUNTY OF AMADOR
Address:	1220 N Street	Address:	12200-B Airport Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Jackson, CA 95642-9527
Phone:	916-900-5254	Phone:	209-223-6487
Email Address:	myrna.villegas@cdfa.ca.gov	Email Address:	plesky@amadorgov.org

4. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

5. **PRIME AWARD INFORMATION:**

Federal Funding Source(s):	USDA-APHIS-PPQ
Catalog of Federal Domestic Assistance Number(s):	10.025
Amount(s) Awarded to CDFA:	\$3,068,226.00
Federal Funding Source Agreement Number(s):	16-8506-0484-CA
Effective Date(s):	10/1/15 through 9/30/16

6. Effective December 26, 2014, the Office of Management and Budget has streamlined the Federal Government's guidance on the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards. State, local or Indian tribal governments, non-profit organizations, colleges and universities will be subject to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31.2. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable Cost Principle requirements.

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the Agreement Manager, in the form of a formal written amendment.

3. **Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

4. **Disputes**

The Recipient must continue with the responsibilities under this Agreement during any dispute with the CDFA. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the Agreement Manager must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

5. **Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its contractors is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All contractors/consultants shall have the proper licenses/certificates required in their respective disciplines. The contract shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

6. **Non-Discrimination Clause**

The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial family care leave.

The Recipients and contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. **Governing Law**

This Agreement is governed by and must be interpreted in accordance with all applicable Federal and State laws.

8. **Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

9. **Excise Tax**

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.



# AGENDA TRANSMITTAL FORM

*Agmt*

To: **Board of Supervisors**

Date: May 3, 2016

From: Steve Stokes  
(Department Head - please type)

Phone Ext. X 380

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

Meeting Date Requested:

05/10/16

Department Head Signature *[Signature]*

Agenda Title: Building Department-Limited Density Owner-Built Rural Dwelling / LD01010

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

Timothy C. Howard has submitted an application for a Limited Density Owner-Built Rural Dwelling. He has provided all of the necessary documents including the "AGREEMENT" for the structure as required by Amador County Code Section 15.10.160.

Recommendation/Requested Action:

Adopt the resolution and authorize the Chairman to sign the "Agreement".

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

Comments:

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_

Counsel CC

Auditor JOR

GSA Director \_\_\_\_\_

CAO [Signature]

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

5-10-16

Time

Item #

45

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

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 CONSTRUCT A LIMITED DENSITY OWNER- ) RESOLUTION NO. 16-xxx  
BUILT RURAL DWELLING – TIMOTHY C. HOWARD

WHEREAS, Timothy C. Howard (“Owner”), desires to construct a Limited Density Owner-Built Rural Dwelling on his property; and

WHEREAS, Owner has applied for a Limited Density Owner-Built Rural Dwelling Building Permit and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement, to construct a Limited Density Owner-Built Rural Dwelling as required by Amador County Code Section 15.10.160, was approved by the Board of Supervisors at their May 10, 2016 meeting for Building Permit #LD01010; and

WHEREAS, Owner certifies that the Limited Density Owner-Built Rural Dwelling authorized pursuant to Article 8 of Title 25 of the California Code of Regulations is constructed according to the 1985 California Building Code Cycle.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Limited Density Owner-Built Rural Dwelling Agreement by and between the County of Amador and Timothy C. Howard on the terms and conditions contained therein as it relates to Building Permit #LD01010.

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 10th day of May, 2016 by the following vote:

AYES:

NOES:

ABSENT:

---

John Plasse  
Chairman, Board of Supervisors

ATTEST:

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

By: \_\_\_\_\_

## AGREEMENT

This Agreement is entered into as of May 10, 2016 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Timothy C. Howard, ("Owner").

### RECITALS

A. Owner requests to construct a Limited Density Owner-Built Rural Dwelling (the "Property") situated in the unincorporated area of the County of Amador, State of California, described as follows:

A proposed one story, two bedroom, one bathroom, 1,248 square foot single family residence with 640 square foot deck located at 30620 West Lake Road, Kirkwood, CA 94526, identified as cabin number 10, which is located on land which is leased from the U.S. Department of Agriculture, Forestry Service which shall be constructed and occupied under a Non-Transferable Use Permit from the Forestry Service and permitted through Amador County Building Department as a Limited Density Owner-Built Rural Dwelling.

Owner desires to construct a Limited Density Owner-Built Rural Dwelling (LDRD) on the Property to replace an existing cabin that burned down, and has applied for a LDRD Building Permit. Per Amador County Municipal Code Chapter 15.10 this LDRD shall be constructed in compliance with the 1985 California Building Code Cycle.

B. Owner understands and agrees that the LDRD can only be used as provided in Amador County Code Chapter 15.10 and that any violation of the conditions under which the LDRD Building Permit was granted may void the permit.

C. As a condition of issuance of the LDRD Building Permit, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement shall run with the structure and shall be made a matter of public record so that any future owners of the Property may be made aware of them. The Forestry Service and Amador County Building Department shall both maintain a copy of this agreement on file and upon request shall make it available to any future owners of the Property or other requestors according to applicable State and County laws.

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:

BY: \_\_\_\_\_  
John Plasse  
Chairman, Board of Supervisors

BY: \_\_\_\_\_  
Timothy C. Howard

APPROVED AS TO FORM:  
GREG GILLOTT,  
AMADOR COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY:  \_\_\_\_\_

BY: \_\_\_\_\_

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

# AGENDA TRANSMITTAL FORM

*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:	
05/10/16	

To: **Board of Supervisors**

Date: May 4, 2016

From: Aaron Brusatori  
(Department Head - please type)

Phone Ext. x248

Department Head Signature *Aaron Brusatori*

Agenda Title: Resolution accepting work completed for the Construct Widened Shoulders/Turnouts on Various County Roads Project

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Groundworks Construction, Inc. (GWCI) completed the Construct Widened Shoulders/Turnouts on Various County Roads Project on March 14, 2016. No Stop Notices have been filed and the Preliminary Lien Notices will be properly released prior to the retention payment to the contractor. To close this project the following process should be followed:

The Board should accept this work as complete and authorize the Director of Transportation and Public Works to release retention (final payment) to the contractor according to County procedures. The Board should authorize the Chair to sign three (3) original copies of the Agreement and Release of Claims, pending expiration of the 30 day wait period after the Notice of Completion is Recorded by the Director.

Recommendation/Requested Action:

Accept the project as complete by Resolution, Authorize Chairman Signature on Agreement and Release of Claims when appropriate.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

Budgeted

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: Resolution and copy of Agreement & Release of Claims attached.

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GC

Auditor JOR GSA Director \_\_\_\_\_

CAO [Signature] Risk Management \_\_\_\_\_

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

Transportation and Public Works

### FOR CLERK USE ONLY

Meeting Date 5-10-16 Time \_\_\_\_\_ Item # 4c

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

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 \_\_\_\_\_

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

IN THE MATTER OF:

RESOLUTION ACCEPTING THE	)	RESOLUTION NO. 16-XXX
CONSTRUCT WIDENED SHOULDERS	)	
/TURNOUTS ON VARIOUS COUNTY	)	
ROADS PROJECT AS COMPLETE	)	

WHEREAS, the contractor has completed construction and installation of 14 paved turnouts at various locations along Shenandoah Road, Shakeridge Road, Fiddletown Road in Amador County, California; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by Groundworks Construction, Inc. for the Construct Widened Shoulders / Turnouts on Various County Roads as complete; and

BE IT FURTHER RESOLVED by said Board that the Department of Transportation and Public Works Director has found that no liens or Stop Notices are filed and gives the Director authorization to release retention and final payment.

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 10th day of May 2016, by the following vote:

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

NOES: None

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy

COPY

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this day of , 2016, by and between the County of Amador ("County"), and Groundworks Construction, Inc. ("Contractor")], whose place of business is 601 Court Street, Jackson, CA 95642.

RECITALS

A. On July 23, 2015, County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") consisting of constructing 14 paved turnouts at various locations along Shenandoah Road, Shakeridge Road, and Fiddletown Road, including all the necessary components to perform the Work.

B. The Work under the Contract has been completed.

NOW, THEREFOR, it is mutually agreed between County and Contractor as follows:

1. Contractor will not be assessed damages except as detailed below:

Table with 2 columns: Item, Amount. Rows include Original Contract Sum (\$331,699.00), Modified Contract Sum (\$350,568.15), Payment to Date (\$330,822.69), Damages (\$0.00), and Payment Due Contractor (\$19,745.46).

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of Nineteen Thousand Seven Hundred Forty-Five Dollars and Forty-Six Cents (\$19,745.46) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Table with 4 columns: Claim No., Date Submitted, Description of Claim, Amount of Claim. Row contains [Insert information, including attachments if necessary] and N/A.

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands,

actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

\*\*\* CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING \*\*\*

COUNTY OF AMADOR:

CONTRACTOR:

PUBLIC WORKS  
DEPT WILL  
ACQUIRE CHAIRMAN  
SIGNATURE 30  
DAYS AFTER THIS  
BOS ACTION.

By: Mike Dorris  
Principal

Name (please print): MIKE DORRIS

Title: VP



# AGENDA TRANSMITTAL FORM

*Agmt*

To: Board of Supervisors

Date: May 4, 2016

From: Aaron Brusatori  
(Department Head - please type)

Phone Ext. 248

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

Meeting Date Requested:  
05/10/16

Department Head Signature *Aaron Brusatori*

Agenda Title: First Amendment to Master On-Call Contract 14-03 KASL Consulting Engineers for Task Order 14-03G Construction Surveying & Staking

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
The scope of work for Construction Surveying & Staking for the New York Ranch Road / Ridge Road Intersection Improvement Project is a new task order under KASL's existing master on-call contract. After consideration of responses from our On Call Consultants, the Department has selected KASL to perform the identified work in RFP 14-03G Construction Surveying and Staking. The Consultant has estimated their budget to perform the work identified in RFP 14-03G at \$53,250. The approximate Department Budget for this Task Order 14-03G is \$60,000. This Task Order will be funded by various sources from the Construction Phase of the New York Ranch Road / Ridge Road Intersection Improvement Project. This Task Order work is accounted for as a line item in the Project Budget.

Recommendation/Requested Action:  
Authorize Chair to sign First Amendment to the Master On-Call Contract with KASL Consulting Engineers

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   
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 *GG*  
Auditor *YOR* GSA Director \_\_\_\_\_  
CAO *CA* 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 5-10-16 Time \_\_\_\_\_ Item # 4d

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

**FIRST AMENDMENT TO AGREEMENT BETWEEN AMADOR COUNTY AND KASL  
CONSULTING ENGINEERS FOR CONSULTING SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES (this "First Amendment") is made as of May \_\_\_, 2016 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and KASL Consulting Engineers, a California Corporation ("Consultant").

RECITALS

A. County and Consultant executed an Agreement For Consulting Services (the "Original Agreement") dated July 15, 2014 whereby Consultant 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 Consultant desire to modify the Agreement as set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Subsection 1.1 of Section 1 SERVICES TO BE RENDERED BY CONSULTANT is amended by changing the last sentence to read as follows:

"The Work is more particularly described on **Attachment A** attached to this First Amendment and incorporated herein by this reference."

2. Subsection 6.1 of Section 6 ASSIGNMENT OF TASK ORDERS AND COMPENSATION TO CONSULTANT" is amended by changing the first sentence to read as follows:

"Specific projects will be assigned to Consultant through issuance of Task Orders, a copy of **Attachment B** attached to this First Amendment and incorporated herein by reference."

3. Subsection 6.3 of Section 6 ASSIGNMENT OF TASK ORDERS AND COMPENSATION TO CONSULTANT" is amended by changing the first sentence to read as follows:

"Task Orders may be negotiated for a lump sum (Firm Fixed Price) or specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal, a copy of **Attachment C** attached to this First Amendment and incorporated herein by reference."

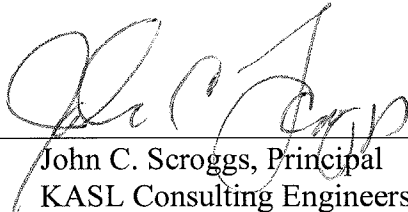
4. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

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

COUNTY:

CONSULTANT:

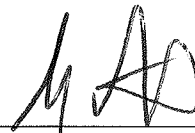
BY: \_\_\_\_\_  
Chairman, Board of Supervisors

BY:  \_\_\_\_\_  
John C. Scroggs, Principal  
KASL Consulting Engineers

Federal I.D. No.: 94-2820454

APPROVED AS TO FORM:  
GREGORY GILLOTT, AMADOR  
COUNTY COUNSEL

ATTEST:  
JENIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY:  \_\_\_\_\_

BY: \_\_\_\_\_

## **ATTACHMENT A – SCOPE OF WORK**

### GENERAL CONTRACT INFORMATION

Contract will be on as needed Task Order basis. Time for Completion will be set in the Task Order.

### TASK ORDER

Task 1 Scope of Work Includes:

- 1) RFP 14-03B Surveying and Mapping Services, General Civil Engineering, Shenandoah / Fiddletown Roads Intersection Improvement Project. Federal Aid Project No.: HRRRL 5236(004), County Project No.: 5620
- 2) KASL Consulting Engineers Proposal Revised August 27, 2014

Task 2 Scope of Work Includes:

- 1) RFP 14-03G Construction Surveying and Staking, General Civil Engineering, New York Ranch Road / Ridge Road Intersection Improvement Project. Federal Aid Project No.: HSIPL 5926(039) & HRRRL 5236(040), County Project No.: 5515 & 5535
- 2) KASL Consulting Engineers Proposal Revised January 28, 2016

**County of Amador**  
**REQUEST FOR PROPOSALS**

**RFP No. 14-03G**



A Task Order Pursuant to On Call Contract RFQ 14-03

For

**Construction Surveying and Staking**

**General Civil Engineering**

**New York Ranch Road / Ridge Road Intersection Improvement Project**

Federal Aid Project No.: HSIPL 5926(039) & HRRRL 5926(040)

County Project No.: 5515 & 5535

Deadline for Submission: 1:30 p.m. Thursday, **January 28, 2016**

**UNDER NO CIRCUMSTANCES WILL LATE PROPOSALS BE ACCEPTED**

Department of Transportation and Public Works  
County of Amador  
810 Court Street  
Jackson, CA. 95642  
(209) 223-6429

## COUNTY OF AMADOR

### REQUEST FOR PROPOSALS 14-03G

#### **Construction Surveying and Staking Services For New York Ranch Road / Ridge Road Intersection Improvement Project**

---

#### **INTRODUCTION**

The County of Amador Department of Transportation and Public Works (County) is seeking proposals for Construction Surveying and Staking services for the New York Ranch Road / Ridge Road Intersection Improvement Project.

The intersection of New York Ranch Road and Ridge Road is a heavily utilized intersection in the unincorporated area of Amador County. Both roadways are classified as Major Collectors and are typically two lane roads approaching the existing intersection. Ridge Road has an average daily traffic (ADT) of over 12,000 at the project location. Travelers use Ridge Road to get to New York Ranch Road, where the Jackson Rancheria Casino is located 1 mile south of the intersection. The current intersection is a three-legged intersection with Ridge Road operating uncontrolled, while New York Ranch Road remains stop-controlled. Several years ago, the "first phase" of the project constructed additional turn lanes, acceleration/merge lanes and a yellow flashing beacon over the intersection.

The project will signalize the intersection, widen the approach roadways, construct retaining walls, and install lighting through the project. The project will be advertised for construction bids on December 18, 2015. Construction bids will be received on February 4, 2016. The anticipated construction project schedule is shown on **Attachment G**. The project has an engineer's estimate of \$2,175,000. The project has allowed for 120 Working Days. The Consultant will be expected to coordinate all Construction Surveying and Staking activities with the County Construction Manager who will serve primarily as the administrative liaison for the County during construction. The PS&E was completed by a County Consultant; however, County Staff will handle coordination with the design consultant. County Staff has all digital data required to support construction survey available at the County office.

The Bid Documents for this project may be downloaded from Public Purchase site at [www.publicpurchase.com/amadorco,ca](http://www.publicpurchase.com/amadorco,ca)

Federal and/or State prevailing wage rates may apply. This requirement, if applicable, will be specified in any subsequent contract.

Certified Disadvantaged Business Enterprises (DBE) firms are encouraged to participate.

#### **SCOPE OF WORK/SERVICES**

##### **Task 1 Construction Surveying and Staking**

The Consultant will need to provide all required construction staking at the site. Per the Contract Specifications as set forth below:

**Replace section 5-1.26 with:**

**5-1.26 CONSTRUCTION SURVEYS**

**5-1.26A Contractor Surveys.**

Not Used

**5-1.26B County-Furnished Surveys.**

Surveys will be furnished by the County, the Contractor shall notify the County at least five (5) Working Days in advance of the time and places the Contractor will need lines, elevations, and reference points. Unless authorized by the County, any work done without line and grade will be done at the Contractor’s risk.

The County will furnish the following surveys:

1. For Streets and Highways:

Slope Stakes – One (1) line of slope stakes at fifty-foot (50’) intervals and key points for the construction of each pavement edge. The Contractor shall set back and reference the stakes.

Subgrade – One (1) line of blue tops at centerline or at a location directed by the County, for each of two (2) lanes of roadway at fifty-foot (50’) intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.

Finish Base – One (1) line of blue tops at centerline or at a location directed by the County for each two (2) lanes of roadway at fifty-foot (50’) intervals, and three (3) lines for each two (2) lanes on super-elevated and widened sections.

All necessary line, location and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts and other miscellaneous facilities.

**5-1.26C Survey Monuments.**

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice land surveying.

**5-1.26C Payment**

Not Used

-----

County Staff will provide additional survey information such as General Cross Sections (**See Attachment G**) and slope stake data for Consultant use. Several project control points have been recently found and marked by County Staff. For construction surveying and staking, this task order requires the Consultant to verify and establish as necessary additional control points for staking. The consultant will need to work with the Contractor, County Construction Management and County Engineering Staff to coordinate surveying activities.

**THE COUNTY’S ROLE**

The Amador County Department of Transportation and Public Works Director or designated Project Manager will provide coordination and oversight of the work. County staff will also serve as a resource in a collaborative effort with the selected proposer. The selected proposer will be required to work closely with the designated Project Manager for the County of Amador, Caltrans and other permitting agencies. The selected proposer will identify an

individual who will serve as the single point of contact person and to specify other staff that will perform various tasks. Any substitution of key staff during the course of the contract must be approved by the Amador County Project Manager in writing, in advance of such substitution.

### **COMPENSATION AND REIMBURSEMENT OF EXPENSES**

Compensation to Consultant shall be paid in accordance with the billing rates and list of reimbursable expenses set forth on the fee schedule. The billing rates shall cover all costs and expenses of every kind and nature for Consultant's performance of the work.

A sample copy of the County's standard on-call agreement is attached as Exhibit A.

### **PROPOSAL CONTENT**

The Proposal shall be as brief and concise as possible, but with enough pertinent detail for the County to evaluate and award Task Order. The "Proposal Content" item(s) 1 through 3 shall be limited to three (3) pages (single-sided) with no graphics or other figures not specifically requested by the RFP.

***The proposal shall include the following or your proposal may be deemed non-responsive:***

1. **Transmittal Letter/Cover Page:** The letter shall provide the firm name, title of RFP, date of Proposal, state the location where the work is to be performed, and be signed by a principal of the firm. This signature and **all other signatures** within your Proposal shall be in blue ink and accompanied by a typed or printed version of the individual's name.
2. **Work Plan:** Brief description of the approach and methodology to be used to meet the objectives of the project. Based on the Consultant's experience, the Consultant shall propose the necessary deliverables to complete the scope of work, adequately addressing this issue allowing the County to complete PS&E and proceed to Bid the project.
3. **Staffing:** Briefly, identify staff proposed for this task order. The individuals and sub-consultants, if applicable, assigned are required to have been included on the organizational chart submitted for RFQ 14-03. Alternative proposed staff may not be accepted by the County.
4. **Task Order Request:** Complete Section B of "Attachment B Task Order Request" (found as part of the Sample Professional Services Agreement), and submit the form in its entirety with the Proposal.
5. **Execution of Sample Consulting Services Agreement:** A statement that the Sample Consulting Services Agreement (**see Exhibit A**) has been reviewed by the appropriate personnel, and a list of any exceptions or changes that are requested prior to execution of the Agreement.

No requests for changes to the Agreement will be entertained other than those presented in the proposal.



6. **Cost Proposal:** The proposer shall submit a budget estimate in Section B of "Attachment B Task Order Request" (found as part of the Sample Consulting Services Agreement) that includes, without limitation, costs of required staffing and all associated costs to complete the task on a time and materials basis. The cost proposal shall be submitted consistent with the billing rates and list of reimbursable expenses set forth on the fee schedule. The Cost Proposal shall be according to the requirements found in Chapter 10 of the Local Assistance Procedures Manual and the Exhibit 10H (Example #2) format or equivalent.

7. **Required Federal Aid Forms (five forms)**

When specified by this RFP, proposers will endeavor to utilize certified DBE consulting firms to provide requested services and meet the DBE goal for the task order. The County will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any agreement covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. Consultants that are solicited for proposals on projects funded with federal funds must comply with and respond to the requirements outlined in the Notice to Proposers Disadvantaged Business Enterprise (DBE) Information. Below is a list of required Federal Aid Forms:

- DBE Commitment Exhibit 10-O1 (See Attachment C)
- Consultant DBE Info Exhibit 10-O2 (See Attachment C)
- DBE Good Faith Effort 15H (recommended but, not mandatory—See Attachment D)
- Non Lobby Certificate – Exhibit 10-P (See Attachment E)
- Disclosure of Lobbying Activities - Exhibit 10 Q (See Attachment F)

**PROJECT SCHEDULE**

The proposer shall submit a proposed schedule, in sufficient detail and clarity, identifying all tasks and projected dates of completion for project milestones.

**PROPOSAL SUBMITTAL**

**Proposals submitted must meet the following criteria to be acceptable for consideration regarding this project:**

1. Submit one (1) original signed proposal marked "Original", **four (4)** bound proposal copies and **one (1)** electronic copy (CD) in PDF and Microsoft Word formats no later than **1:30 p.m. Thursday, January 28, 2016** to:

**Mail:** Amador County General Services Administration, 12200-B Airport Road, Jackson, CA. 95642;

**Physical Location:** Amador County General Services Administration, 12200-B Airport Road, Martell, CA. 95654.

Normal business hours are Monday through Friday 8:00 a.m. to 5:00 p.m. and staff can be reached at (209) 223-6375.

(Note: Firms selected for interview may be required to submit additional copies.)

2. The proposal must be submitted in an envelope clearly marked with the name and title of the proposal **RFP 14-03G New York Ranch Road / Ridge Road Intersection Improvement Project - Construction Surveying and Staking**. The proposer's return address and the proposal number must appear on the outside of the envelope. Proposals received incomplete or late, for any reason, shall not be accepted.
3. All proposals submitted in response to this RFP will become the property of the County and will not be returned. The County reserves the right to make use of any information or ideas contained in the proposals. The proposal itself shall not constitute a contract, but will, if accepted, be incorporated into the contract between the County and the selected proposer.
4. Proposals submitted to the County become public documents subject to disclosure once the proposal is awarded. If the proposer considers any portion of their proposal to be confidential, the proposer must label each and every page of the confidential portions as: "Trade Secret", "Confidential" or "Proprietary." The proposer must also list the confidential material at the beginning of its proposal, and provide justification for not making such material public. The County shall have the sole discretion to disclose or not disclose such material, subject to any protective order that the proposer may obtain, but it is incumbent on the proposer to assert its rights to confidentiality.

**Please note:** The successful Proposer shall be expected to fully meet all representations made in its proposal, including demonstration of the project understanding, work plan, project schedule, project team, and cost proposal.

### **EVALUATION OF PROPOSALS**

The County staff will evaluate the proposals as described below. Questions concerning the project and/or proposal requirements should be directed to Jered Reinking, Senior Civil Engineer, or at (209) 223-6226.

1. Proposals shall be opened and examined to ensure that each complies with the requirements of this RFP. The absence of required information may render the proposal non-responsive and may be cause for rejection.
2. Prior to final selection, a short list of qualified and responsive proposers may be requested to participate in an interview. The purpose of the interview will be to provide an opportunity for each proposer to present their qualifications and proposals in person and/or to answer any questions that the County may have regarding the proposer's submittals. If interviews are to be held, the time and place of the interview will be arranged after the short list is completed. Typically a minimum of three (3) proposals will be selected for the Short List; however, the County may at its option choose to interview more than three (3) qualified Proposers or select a Proposer based solely on evaluating written proposals only.
3. If agreement cannot be reached with the top ranked Proposer, the County will then contact the next highest firm and attempt to negotiate a contract scope of work and fee. This process will be continued until a contract scope of work and fee is successfully negotiated, or until the County determines to cease negotiations with any firm.

4. The County is an Equal Opportunity/Affirmative Action Employer and the successful proposer will be required to comply with the provisions of Federal Executive Order 11246 and applicable state and federal laws. Proposers should be familiar with the Employers' Practical Guide to Reasonable Accommodations Under the Americans with Disabilities Act as published by the Job Accommodation Network, a service of the U.S. Department of Labor's Office of Disability Employment Policy.
5. All proposals are evaluated to determine whether or not they met all the requirements of the RFP. A point and weight system is used to evaluate the Proposals by taking the points assigned to a category item and multiplying by the category item's weight (listed above). The result is a weighted score. Each category item may include multiple sub-categories each assigned a point range of **0 to 4**.

0 = Non-existent    1 = Poor                    2 = Fair                    3 = Good                    4 = Excellent

6. Cost is usually identified as a percentage of the total available points and cost proposals from all proposers are "normalized" meaning that the lowest cost proposal receives 100% of the points available and the other higher cost proposals receive a percentage of the available points based on their submitted cost.

The total points available for "Cost Proposal" in this RFP are **fifty (50)** points.

The following is an example of some typical evaluation criteria for cost normalization used for this RFP.

Sample Cost Normalization	Points
Proposer 1 - Low Bidder at \$26,000 gets maximum points	50
Proposer 2 - Next Low Bidder at \$28,400 gets 91.5% of points (26,000 divided by 28,400 times 400)	46
Proposer 3 - High Bidder at \$40,000 gets 65% of points (26000 divided by 40000 times 400)	33

The rating scale establishes standards by which points are assigned to proposals, and it ensures that members of the Evaluation Committee evaluate each proposal with consistency. An Evaluation Committee is formed and the number of its members is determined by the County's Purchasing Agent based upon each member's professional interest and complexity of the RFP. Each committee member conducts an individual evaluation of each proposal. Each member's total points are averaged and combined to determine those top ranked proposals. The County may choose to develop a Short List and/or select a proposal using this criterion. If a Short List is developed, those proposers offered an interview may have the opportunity to make a presentation and/or answer questions the Committee may have. The purpose is to seek further clarification and understanding of each proposal.

Proposals will be evaluated based on the rating scale and criteria listed below:

Rating Categories	Possible Points	Weight
<b>Work Plan</b>	<b>4</b>	<b>25%</b>
<b>Staffing</b>	<b>4</b>	<b>25%</b>

<b>Task Order Request Form</b>	<b>4</b>	<b>10%</b>
<b>Cost Proposal</b>	<b>50</b>	<b>40%</b>
Total	<b>62</b>	<b>100%</b>

**TERMS OF REQUEST FOR PROPOSALS**

1. **Acceptance of Proposals:** The County reserves the right to reject any and all proposals and to waive any informality, technical defect, or clerical error in any proposal and to request additional information from all proposers. This RFP is not an offer to contract.
2. **Oral Communications:** Any oral communication between the County and the proposer is not binding, nor will it modify the RFP in any way. No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of County shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.
3. **Amendments:** We expect that you may have questions as you prepare your response to the RFP and/or changes may be necessary. To handle questions or changes most effectively and to ensure that everyone has the same information, we request that you promptly send your question(s) to [jreinking@amadorgov.org](mailto:jreinking@amadorgov.org). Questions must be received no later than **January 21, 2016 at 12:00 p.m.** Should it be found necessary, the County of Amador General Services Administration Director, or his designee, shall issue a written amendment or respond to questions which will be sent to each qualified consultant. Anyone acquiring “hard copies” from the office of General Services shall be placed on a “Holders List” and notified of any changes. Amendments issued must be signed and included in your proposal.
4. **Proposal Cost:** The cost of developing the Proposal is the sole responsibility of the proposer; the County is not liable for any costs incurred by those submitting Proposals.
5. **Proposal Submission:** Proposers may submit hard copy, wet-signed (blue ink only) Proposals by any means (e.g., U.S. Mail, Fed Ex, courier, etc.). E-mail or facsimile deliveries will not be accepted. Proposals must be received at the address noted by the deadline. This RFP prohibits the submission of more than one Proposal by a proposer.
6. **Basis for Proposal:** The RFP and any amendments to it represent the most definitive statement the County will make concerning information upon which Proposals are to be based. Proposers will be assumed to have thoroughly examined these documents. By submitting a Proposal, it is understood that the Consultant has reviewed the applicable project documents, and that based on that review, the Consultant has satisfied itself with the applicable conditions and requirements expressed in those documents, unless otherwise stated.

7. **Right to Negotiate:** The County reserves the right to negotiate any fee or any provision, accept any part, or all parts of any and all Proposals whichever is in the best interest of the County and the taxpaying public. The County intends to negotiate only with those firms whose Proposals meet the requirements of the County.
8. **County's Official Hard-Copies:** Failure to obtain the County's official hard-copies of this RFP and contract documents may result in prospective proposers being disqualified and may not be notified of any amendments or changes which may also disqualify any proposers. Proposers obtaining this RFP and contract documents directly from the Department of General Services will be placed on the official RFP holders list. In order to be placed on the County's RFP holders list, a purchase or receipt of the RFP information and documents from General Services Administration office is required (email is an acceptable form of a receipt only if confirmed by both the County and Proposer). All proposers must contact the County to receive copies of current RFP documentation. Proposers who rely on information obtained from plan rooms or any web site accept responsibility for any inaccurate or incomplete information. **DISCLAIMER REGARDING ELECTRONIC INFORMATION:** Computer-based and electronic information ("Electronic Information") for Amador County **RFP 14-03G New York Ranch Road / Ridge Road Intersection Improvement Project - Construction Surveying and Staking** is provided solely for the convenience of prospective proposers, and are not considered part of the contract documents. No representation or warranty is made, either expressed or implied, with regard to the accuracy or suitability of said Electronic Information for any purpose whatsoever. It is the responsibility of prospective proposers to verify all aspects of the Electronic Information against the County's official hard-copies of the contract documents. In the event of any conflict between the County's official hard-copies of the contract documents and the Electronic Information, the official hard-copies of the contract documents shall govern. Utilization or viewing of said Electronic Information shall constitute implicit acknowledgement and acceptance of the provisions of this paragraph.
9. **Verbal Agreement or Conversation:** No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this RFP.

#### **PROTEST PROCEDURE**

1. Any proposers may file a written protest with the Amador County Purchasing Agent not later than **five (5)** working days after of the date of a **Rejection Notice**.
2. The protest shall be delivered or sent by registered mail to the Purchasing Agent.
3. The protest filed with the Purchasing Agent shall:
  - a. Include the name, address, and business telephone number of the protestor;
  - b. Identify the project under protest by name, RFP number, and RFP date;

- c. Contain a concise statement of the grounds for protest including alleged violations of Federal, State, or local law; provided, however, RFP or RFP process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the proposal opening date to allow adjustments before evaluation of proposals and;
- d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

## **PROTEST REVIEW**

1. Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than **fifteen (15)** working days after receipt of the protest.
2. If the protested procurement involves Federal or State funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate Federal or State agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within **five (5)** working days of the dispatch of **rejection notices** to the interested party(ies).
3. Purchasing Agent decisions may be appealed in writing to the Amador County Board of Supervisors prior to the award date, which is stated in the **Rejection Notice**. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with Federal or State funds.

## **I. EXHIBITS**

Exhibit A - Sample Consulting Services Agreement

## **II. ATTACHMENTS**

B: DBE Information (Exh 10-I)  
C: DBE Forms (Exh 10-O1 & 10-O2)  
D: Good Faith Effort (Exh 15-H)  
E: Non-Lobbying Certificate (Exh 10-P)  
F: Disclosure of Lobbying Activities (Exh 10-Q)  
G: Technical documents for the project  
    Construction Project Schedule  
    General Cross Sections

January 28, 2016

Mr. Jered Reinking, Senior Civil Engineer  
Department of Transportation & Public Works  
County of Amador  
c/o Amador County General Services Administration  
12200-B Airport Road  
Martell, CA 95654



Subject: RFP 14-03G, Proposal for Construction Surveying and Staking Services, New York Ranch Road / Ridge Road Intersection Improvement Project

7777 Greenback Lane  
Suite 104  
Citrus Heights, CA  
95610

Tel. 916 / 722-1800  
Fax 916 / 722-4595

Principal:  
John C. Scroggs

Mr. Reinking and Selection Team Members:

Thank you for this opportunity to submit our proposal for Construction Surveying and Staking services for the New York Ranch Road / Ridge Road Intersection Project in Amador County. We have reviewed the Plans prepared for these intersection improvements and are prepared to coordinate our construction surveying and staking services with the County Construction Manager and the selected Contractor. Implementation of these improvements will provide important capacity, safety and traffic management measures at this busy Amador County intersection. KASL Consulting Engineers has designed and provided construction surveying and staking services for over a 100 signalized intersections. The scope of this work has often included the construction of roadway widening, alignment, retaining wall, drainage, striping, signing and lighting improvements similar to the improvements the County is proposing to complete at the New York Ranch Road / Ridge Road intersection. KASL has previously provided land surveying and civil engineering services for federally funded roadway and intersections projects in Amador County, Calaveras County, Yuba County and Sacramento County and for the Cities of Plymouth, Rancho Cordova, Folsom, Citrus Heights, Angels Camp and Fort Bragg.

**How we will meet your needs**

KASL will provide Amador County with a team of qualified land survey and civil engineering professionals. We will work collaboratively with the County and with the Contractor to effectively meet the County's goals, objectives and schedule and provide complete, professional and timely survey services.

The land surveying and mapping services to be provided to Amador County for this Project will be initiated from our offices in Citrus Heights, located approximately 50 miles (1 hour drive) from the Project site. No subcontractors are proposed. All of the services outlined herein will be provided to the County by our in-house staff.

The undersigned is a Principal of the firm. I have reviewed the County's Sample Professional Services Agreement, Exhibit A of RFP 14-03G, and, if KASL is selected to provide these Construction Surveying and Staking Services, I am prepared to execute the County's Agreement without exception. I shall remain the County's point of contact throughout the term of this agreement.

Very Truly Yours,

KASL Consulting Engineers, Inc.

John C. Scroggs, Principal  
[jscroggs@kasl.com](mailto:jscroggs@kasl.com)

CIVIL  
WATER RESOURCES  
SURVEYING



## WORK PLAN / STAFFING

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### KICK OFF MEETING

A comprehensive kick off meeting is particularly critical to successfully providing Amador County with the construction surveying and staking services needed for this Project and necessary to complete construction of improvements in the 120 working day schedule proposed. All of our construction surveying and staking activities will be coordinated with the County Construction Manager. While the County Construction Manager will serve as the liaison between the County and Contractor, it is critical that we develop, at the kick off meeting, a clear understanding of how the Contractor plans to proceed through the various stages of construction and the sequence of construction staking services needed. We will request the Contractor's Construction Schedule from Project initiation through completion. We will also request "rolling" or three week look ahead construction schedule submittals throughout the progress of project so that we can anticipate construction schedule changes, sequencing and priorities.

The improvement plans prepared for the Intersection Improvement Project include proposed construction stages. We understand that to keep this important intersection and connecting roadways in service during construction, only portions of the work (north half or south half, for example) can be constructed at any one time. Our experience with other, similar projects suggests, however, that the selected Contractor may have construction staging or phasing schemes different than shown on the improvement plans.

At the kick off meeting we will coordinate staking conventions with the Contractor and County (offset orientation, offset distances, coordination of staking diagrams and cut sheets) and we will verify the staking request "protocol" (staking requests from the Contractor or from the County Construction Manager).

At the kick off meeting we will review with the County and Contractor the staking methods and procedures to be followed, respond to questions from the County Construction Manager and from the Contractor's Superintendent / Foreman, resolve as many staking issues as possible prior

to beginning work, collect electronic files of improvement plans, field points and control points that were set or found for this Project and identify other Project stakeholders. These may include Caltrans representatives, property owners and utility representatives. At the completion of the in-office meeting we will conduct a field review of the Project site with the County Project Manager and the Contactor.

### DATA COLLECTION

In addition to obtaining electronic design files, field points and control points from the County, the scope of these services will include the collection of record deeds and available mapping that have previously been compiled or are available from the County. This record information will be used to determine or to verify available Right of Ways within the Project limits. Field identification of available Right of Way and of proposed clearing limits will be an early construction surveying and staking task.

### SURVEY CONTROLS AND EXISTING SURVEY MONUMENTS

We understand that the County has found and field marked Project control points. KASL will verify and map previously found control points and set additional control points, as needed, for staking.

### PROPOSED CONSTRUCTION SURVEYING AND STAKING TASKS

Based on our review of the improvement plans and the County's RFP we anticipate these proposed tasks will include but not be limited to:

1. Locate, verify and set adequate staking control; field locate and identify Right of Way limits and clearing limits; identify and field mark features to be protected including elderberry tree, limits of work at driveways, begin and end construction conforms, utilities to remain.
2. Provide cut/fill, elevation and offset for rough (or finish) grades for proposed roadway widening improvements, south side of Ridge Road. Staking shall include pavement outline (SC), edge of shoulder (ES), hinge





## WORK PLAN / STAFFING

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- points (HP), grade breaks, drainage flowlines, catch points (CP), top or bottom of retaining walls and fences to be placed or relocated. Construction staking shall be provided at 50 foot intervals and at conforms, EC, BC and intersections. Flow lines to drainage conduits, inverts to waterlines and utility conduits can also be staked with rough grades if directed by the County and Contractor.
3. Same scope as (2) for rough (or finish) grades for proposed roadway widening and construction improvements on New York Ranch Road, Trent Way and Dann Driveway.
  4. Same scope as (2) for rough (or finish) grades, for Ridge Road widening improvements, north side.
  5. Location, cut/fill, elevation to finish grade for new and relocated utilities including power, water and storm drain improvements.
  6. Location, cut/ fill elevation for finish grade of traffic signal improvements including signal standards, street lights, controller cabinet, service pedestal; Field identify intersection limit lines to aid the Contractor in properly locating intersection and advance loop detectors and pull boxes.
  7. Set or reset survey monuments; prepare field corner record map.

For tasks 2-6, staking diagrams will be prepared in advance of field work and distributed to the County Construction Manager and Contractor. Cut sheets with cut/fill, offset, elevations and notes will be provided to the County Construction Manager and Contractor after each staking task.

To assist the County and the Contractor as much as possible, KASL office and field staff will remain flexible with changes in the construction schedule, sequencing, priorities. Construction staking requests always demand the highest level of attention and are assigned the highest priority for response.

### STAFFING

#### **John C. (Jack) Scroggs, P.E.** **Principal-in-Charge and Project Manager**

One of the original founding principals of KASL Consulting Engineers in 1982, Jack possesses over 40 years of hands on civil and traffic engineering

experience. Jack is licensed as a California Registered Civil Engineer and a California Registered Traffic Engineer. He is also a Registered Civil Engineer in Nevada. Jack will be Amador County's first point-of-contact on all matters dealing with the services provided by the KASL team. He possesses extensive experience with the completion of numerous engineering and surveying services within Amador County. He is well versed in City, County, State and Federal requirements pertaining to land surveying, civil engineering, transportation and traffic engineering.

#### **Kevin Romero, Survey Party Chief**

Kevin has over 12 years of survey experience as a Survey Party Chief and Chainman.

He is accomplished with all types of surveying instrumentation including conventional, GPS robotic, survey controllers, computer applications and CADD. Mr. Romero is proficient at creating maps and reports from survey data gathered in the field and record data gathered from utility companies, County and City records. Kevin will direct the activities of office and field survey staff through Project completion and will serve as the Survey Party Chief for all Construction Surveying and Staking services.

#### **Justin Gingrich, Office and Field Survey Technician**

Just has over 10 years of office and field survey experience with KASL. He is proficient in field data collection, all types of surveying instrumentation and a variety of computer applications and CADD to produce finished mapping, staking plans and other land survey deliverables.

#### **KASL Office Support Staff**

Survey and field engineering support services will be provided by KASL engineering and technical staff including:

- Bill Ostroff, P.E.
- Octavio Perez, P.E.
- Jorge Beltran, P.E.
- Nathan Lee, CADD Technician





## **EXECUTION OF SAMPLE PROFESSIONAL SERVICES AGREEMENT**

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The County of Amador Sample Professional Services Agreement (Exhibit A of RFP No. 14-03G) has been reviewed by the principal of KASL Consulting Engineers and he takes no exception nor would he request changes prior to execution of an Agreement.

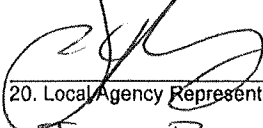

### **REQUIRED STATEMENTS**

This is to certify that the following statements are hereby incorporated as a part of this Proposal by KASL Consulting Engineers:

- A. **Non-Substitution** - KASL assures the County that the designated project team, including sub-consultants, are used for Task Order 14-03G. Departure or reassignment of, or substitution for, any member of the designated team shall not be made without the prior written approval of the County.
- B. **Indemnification and Insurance Requirements** – KASL shall comply with the County’s standard indemnification and insurance requirements.
- C. **Non-Discrimination and Equal Opportunity and DBE Requirements** – KASL shall comply with Non-Discrimination and Equal Opportunity and DBE provisions as described in Section 18 of the Sample Consulting Services Agreement and as further described in Attachment G, Federal Department of Transportation Requirements, California State Department of Transportation Requirements, Section 1.
- D. **Conflict of Interest** – KASL warrants and represents that it has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. KASL further agrees that in the performance of this Agreement no person having any such interest shall be employed by KASL.
- E. **Alcohol-Free and Drug Free Work Place Policy** – KASL acknowledges that it will obtain a copy of the County’s policy regarding alcohol free and drug free workplace, and shall execute an acknowledgment of this policy in the form attached as Attachment D of the County’s RFP.
- F. **Certifications** – KASL shall execute the “Certification of Consultant” Attachment E of the County’s RFP which is incorporated by this reference and made part of the County’s Sample Consulting Services Agreement. KASL will complete, execute, and return Attachment E to the County as a pre-condition to the execution of the Task 14-03G Professional Services Agreement.
- G. **Additional Federal Requirements** – KASL understands that the funding for the Work performed pursuant to this Agreement are provided, in whole or part from the United States Department of Transportation, or California Department of Transportation (Caltrans). Therefore, KASL shall also fully and adequately comply with the federal requirements included in Attachment G of Exhibit A of the County’s Sample Consulting Services Agreement, RFP 14-03G.

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

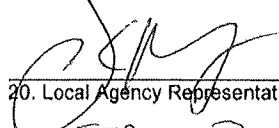
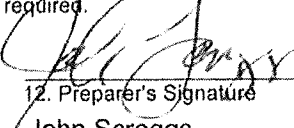
1. Local Agency: Amador County Department of Transportation & Public Works 2. Contract DBE Goal: 0  
 3. Project Description: New York Ranch Road / Ridge Road Intersection Improvement Project  
 4. Project Location: New York Ranch Road and Ridge Road, Amador County  
 5. Consultant's Name: KASL Consulting Engineers 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
<b>Local Agency to Complete this Section</b>			<b>11. TOTAL CLAIMED DBE PARTICIPATION</b> 0%
17. Local Agency Contract Number: <u>14-036</u> 18. Federal-Aid Project Number: <u>HS1PL <del>BA</del> 5426(039)</u> 19. Proposed Contract Execution Date: <u>APRIL 26, 2016</u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
 20. Local Agency Representative's Signature	<u>4/13/16</u> 21. Date	 12. Preparer's Signature	<u>1/28/16</u> 13. Date
<u>JERED REINKING</u> 22. Local Agency Representative's Name	<u>209-223-6226</u> 23. Phone	<u>John Scroggs</u> 14. Preparer's Name	<u>(916) 722-1800</u> 15. Phone
<u>SENIOR CIVIL ENGINEER</u> 24. Local Agency Representative's Title	<u>Principal</u> 16. Preparer's Title		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: Amador County Department of Transportation & Public Works 2. Contract DBE Goal: 0  
 3. Project Description: New York Ranch Road / Ridge Road Intersection Improvement Project  
 4. Project Location: New York Ranch Road and Ridge Road, Amador County  
 5. Consultant's Name: KASL Consulting Engineers 6. Prime Certified DBE:

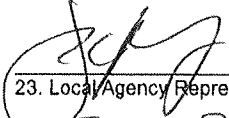
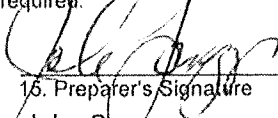
7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>0 %</b>
17. Local Agency Contract Number: <u>14-036</u> 18. Federal-Aid Project Number: <u>HRRRL 5926(040)</u> 19. Proposed Contract Execution Date: <u>APRIL 26, 2016</u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
 20. Local Agency Representative's Signature	<u>4/13/16</u> 21. Date	 12. Preparer's Signature	<u>1/28/16</u> 13. Date
<u>JERED REINKING</u> 22. Local Agency Representative's Name	<u>209-203-6226</u> 23. Phone	<u>John Scroggs</u> 14. Preparer's Name	<u>(916) 722-1800</u> 15. Phone
<u>SENIOR CIVIL ENGINEER</u> 24. Local Agency Representative's Title		<u>Principal</u> 16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: Amador County Dept. of Pubic Works 2. Contract DBE Goal: 0%  
 3. Project Description: New York Ranch Road / Ridge Road Intersection Improvement Project  
 4. Project Location: New York Ranch Road and Ridge Road, Amador County  
 5. Consultant's Name: KASL Consulting Engineers 6. Prime Certified DBE:  7. Total Contract Award Amount: \$ 53,250  
 8. Total Dollar Amount for **ALL** Subconsultants: 0 9. Total Number of **ALL** Subconsultants: 0



10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			\$ 0
20. Local Agency Contract Number: <u>14-036</u>	<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>		0 %
21. Federal-Aid Project Number: <u>HS1PL 5926(039)</u>			
22. Contract Execution Date: <u>APRIL 26, 2016</u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
23. Local Agency Representative's Signature 	24. Date <u>4/13/16</u>	15. Preparer's Signature 	16. Date <u>1/28/16</u>
25. Local Agency Representative's Name <u>SEREN REINKINK</u>	26. Phone <u>209-223-6226</u>	17. Preparer's Name <u>John Stroggs</u>	18. Phone <u>(916) 722-1800</u>
27. Local Agency Representative's Title <u>SENIOR CIVIL ENGINEER</u>	19. Preparer's Title <u>Principal</u>		

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: Amador County Dept. of Pubic Works 2. Contract DBE Goal: 0%  
 3. Project Description: New York Ranch Road / Ridge Road Intersection Improvement Project  
 4. Project Location: New York Ranch Road and Ridge Road, Amador County  
 5. Consultant's Name: KASL Consulting Engineers 6. Prime Certified DBE:  7. Total Contract Award Amount: \$53,250  
 8. Total Dollar Amount for **ALL** Subconsultants: 0 9. Total Number of **ALL** Subconsultants: 0

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			\$ 0
20. Local Agency Contract Number: <u>14-036</u> 21. Federal-Aid Project Number: <u>HRRL 5926(040)</u> 22. Contract Execution Date: <u>APRIL 26, 2016</u>	<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>		0 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
 23. Local Agency Representative's Signature	<u>4/13/16</u> 24. Date	 15. Preparer's Signature	<u>1/28/16</u> 16. Date
<u>JERED REINKING</u> 25. Local Agency Representative's Name	<u>209-223-6226</u> 26. Phone	<u>John Stroggs</u> 17. Preparer's Name	<u>(916) 722-1800</u> 18. Phone
<u>SENIOR CIVIL ENGINEER</u> 27. Local Agency Representative's Title		<u>Principal</u> 19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: NONE
2. Status of Federal Action: N/A
3. Report Type: N/A
4. Name and Address of Reporting Entity: Prime
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency: NONE
7. Federal Program Name/Description:
8. Federal Action Number, if known:
9. Award Amount, if known: \$0.00
10. Name and Address of Lobby Entity:
11. Individuals Performing Services:
12. Amount of Payment: NONE
13. Form of Payment: cash
14. Type of Payment: other, specify N/A
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:
16. Continuation Sheet(s) attached: No
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
Signature: John C. Scroggs
Print Name: John C. Scroggs
Title: Principal, KASL Consulting Eng.
Telephone No.: 916-722-1800 Date: 1/28/16
Authorized for Local Reproduction
Standard Form - LLL
Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files





**PROJECT SCHEDULE**

**SCHEDULE**

A schedule of Surveying and Staking tasks proposed for the New York Ranch Road / Ridge Road Improvement Project is presented in the following figure.

KASL is immediately available to provide the Construction Surveying and Staking of this Project and will initiate services upon receiving the County’s authorization to proceed. We propose to complete all of the tasks within 120 days of authorization per the County Schedule included in Attachment G of the RFP.

Task	Working Days from Authorization to Proceed			
	0-30	31-60	61-90	91-120
	Authorization from Amador County			
Kick Off Meeting	□			
Data Collection	□			
Survey Controls & Monuments	(2)			
Surveying and Staking Tasks*				
1	(3)			
2		(4)		
3		(4)		
4			(4)	
5			(2)	
6				(2)
7				(2)

\* See Work Plan

(3) Estimated 2 person survey field days per task

**ATTACHMENT B - TASK ORDER REQUEST**



Contract # 14-03 KASL

Task Order # 14-03G

**SECTION A**

Request To KASL CONSULTING ENGINEERS Project Title NEW YORK RANCH ROAD/RIDGE ROAD

Description of Requested Service

SEE RFP 14-03G CONSTRUCTION SURVEYING AND STAKING

Requested Schedule SPRING/SUMMER 2016 Approximate Budget \$60,000

Requestor JERED REINKIN Telephone 209-223-6226 DEPT REVIEW

**SECTION B**

P.M. JACK SCROGGS, KASL CONSULTING ENGINEERS

Job #/Phase # 14-03G Time & Materials X Lump Sum         

Description of Services to be Provided

Construction Surveying and Staking Services for New York Ranch Road / Ridge Road Intersection Improvement Project (Services to be further identified in Attachment A, Scope of Work). SEE TASK 2 IN TASK ORDER CONTRACT KASL 14-03

Schedule to Deliver Per Attachment G, 120 Working Days April 7-September 22, 2016.

Budget \$53,250  Fixed  Estimate

Responder John C. Scroggs DATE 1/28/16 Contractor Approval [Signature] DATE         

**SECTION C**

County Approval

Comments

TOTAL COST	\$60,000
ACCOUNT NUMBER	PN 5515 \$30,000
ACCOUNT NUMBER	PN 5535 \$30,000
ACCOUNT NUMBER	
FINANCE CERTIFICATION	

Dept Approval

[Signature]

DATE 4/13/16

April 4, 2016

Mr. Jered Reinking, Senior Civil Engineer  
Senior Civil Engineer  
Amador County Department of  
Transportation and Public Works  
810 Court Street  
Jackson, CA 95642  
[jreinking@amadorgov.org](mailto:jreinking@amadorgov.org)



7777 Greenback Lane  
Suite 104  
Citrus Heights, CA  
95610

Tel. 916 / 722-1800

Fax 916 / 722-4595

Principal:

John C. Scroggs

Subject: LAPM EXHIBIT 10-H, Example #2 Construction Surveying and  
Staking Services, New York Ranch / Ridge Road Improvement  
Project:  
County Contract 14-03G

Jered:

Attached please find completed Form 10-H, Example #2. We do not anticipate any salary adjustments during the term of this contract. Our direct costs are limited to mileage; 10 trips @ 100 miles / round trip = 100 miles. Our travel cost / mileage rate is \$0.485 / mile for a total cost of \$485.00. No subconsultants are proposed for this Contract. The Fringe Benefit Rate (23.45%), Overhead Rate (30.65%) and General and Administrative Rate (76.53%) are the same as the rates previously calculated for the Amador County contracts. We have applied a 10% Fee.

We hope that this Cost Proposal (Example #2) is responsive to your request. We understand that the proposed hourly billing rates shown will be applied to on-call services for the New York Ranch / Ridge Road Improvement Project.

Very Truly Yours,

KASL Consulting Engineers, Inc.

A handwritten signature in black ink, appearing to read "John C. Scroggs".

John C. Scroggs, Principal

CIVIL

WATER RESOURCES

SURVEYING

Cost Proposal

**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2**  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**  
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed  
 Consultant or Subconsultant

KASL Consulting Engineers

Contract No. 14.03G

Date 4-Apr-16

Fringe Benefit 23.45%  
 (= 0% if Included in OH)

+ Overhead 30.63%  
 (= 0% if Included in OH)

+ General Administration 76.53% = 130.61%

Combined Indirect Cost Rate (ICR) %

FEE % = 10.00%

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>		Effective date of hourly rate From To	Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)				
John Scroggs Project Manager	\$146.43	\$219.65	Jan.1, 2016 Dec. 31, 2016	\$57.69		Not Applicable
Kevin Romero Office Survey Manager	\$82.44	\$123.66	Jan.1, 2016 Dec. 31, 2016	\$32.50		Not Applicable
Nathan Lee Office Survey Tech.	\$76.10	\$114.15	Jan.1, 2016 Dec. 31, 2016	\$30.00		Not Applicable
Kevin Romero* Survey Party Chief	\$82.44	\$123.66	Jan.1, 2016 Dec. 31, 2016	\$32.50		Not Applicable
Justin Gingrich* Survey Chainman/Crew	\$53.27	\$79.91	Jan.1, 2016 Dec. 31, 2016	\$21.00		Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- \* Denote all employees subject to prevailing wage with an asterisks (\*)
- \* For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 2  
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant KASL Consulting Engineers Contract No. 14.03G Date 4-Apr-16

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1 (N/A)			SUBCONSULTANT #2 (N/A)				
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Travel/ Mileage	1000 miles	\$0.0485 / mile	\$485.00								
PRIME TOTAL ODCs =			\$485.00	SUBCONSULTANT #1 ODCs =			\$0	SUBCONSULTANT #2 ODCs =			\$0

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose. that could be used for the same purpose.

**ESTIMATE OF LABOR HOURS BY TASK**

**COUNTY OF AMADOR  
SURVEYING AND STAKING SERVICES  
CONTRACT NO. 14.03G  
NEW YORK RANCH ROAD / RIDGE ROAD INTERSECTION**



TASK	KASL LABOR CLASSIFICATION			
	Project Mgr.	Survey Mgr.	Office Survey Tech	2-Person Survey Crew
Kick Off Meeting	8	8		
Data Collection	4	24	8	
Controls	2	16	6	16
Surveying & Staking Tasks*				
1	2	20	8	24
2	2	28	6	32
3	2	28	6	32
4	2	28	6	32
5	2	12	6	16
6	4	12	6	16
7	8	12	12	18
Amador County Coordination	8			
<b>Total</b>	<b>44</b>	<b>188</b>	<b>64</b>	<b>184</b>

\*Survey Staking Task Described in Proposal Dated 1/28/2016

# AGENDA TRANSMITTAL FORM

*Agmt*

To: Board of Supervisors

Date: May 2, 2016

From: Susan C. Grijalva  
(Department Head - please type)

Phone Ext. X 380

- |                                     |                |
|-------------------------------------|----------------|
| <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 10, 2016

Department Head Signature *Susan C. Grijalva*

Agenda Title: General Plan Update and EIR - Seventeenth Amendment to Consulting Services Agreement with AECOM

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
In completing the responses to comments and subsequent changes to the FEIR and General Plan documents including the Findings section, updating various Exhibits and Tables, etc. the contingency funds allocated in the current contract were needed to be used to cover these costs. The current requested increase is to cover the contingency items identified in Attachment A to the Seventeenth Amendment to the Contract. These items together total \$25,200, bringing the total contract amount for the General Plan Update and EIR to \$1,297,285.00.

Additionally, the outside CEQA Counsel professional services agreement has been increased by \$10,000.00 to cover the anticipated costs of reviewing the finals documents and meeting attendance.

Therefore the attached budget transfer request is for \$35,200.00, the amount needed to cover both of these items.

Recommendation/Requested Action:  
Authorize the Chairman to sign the Seventeenth Amendment to the Consulting Services Agreement with AECOM.

Fiscal Impacts (attach budget transfer form if appropriate) Increase budget item #2780-52300 by \$35,200 from Contingencies

Staffing Impacts \_\_\_\_\_

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 *Ge*

Auditor *JOR* GSA Director \_\_\_\_\_

CAO *AB* Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Planning; Risk Management (electronic); Auditor ✓

### FOR CLERK USE ONLY

Meeting Date 5-10-16 Time \_\_\_\_\_ 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 _____ 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

## SEVENTEENTH AMENDMENT TO CONSULTING SERVICES AGREEMENT

THIS SEVENTEENTH AMENDMENT TO CONSULTING SERVICES AGREEMENT (this "Seventeenth Amendment") is made as of \_\_\_\_\_, 2016 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and AECOM TECHNICAL SERVICES, INC., a California corporation ("Contractor").

### RECITALS

A. County and Contractor's predecessor in interest, EDAW, Inc., executed an agreement (the "Original Agreement") dated as of February 28, 2006 whereby Contractor agreed to provide professional assistance in updating County's General Plan and preparing related Environmental Impact Reports, upon the terms and conditions set forth in the Original Agreement. The Original Agreement was modified by that certain First Amendment to Consulting Services Agreement dated as of June 19, 2007 (the "First Amendment"), that certain Second Amendment to Consulting Services Agreement dated as of January 29, 2008 (the "Second Amendment"), that certain Third Amendment to Consulting Services Agreement dated as of July 22, 2008 (the "Third Amendment"), that certain Fourth Amendment to Consulting Services Agreement dated as of March 17, 2009 (the "Fourth Amendment"), that certain Fifth Amendment to Consulting Services Agreement dated as of April 7, 2009 (the "Fifth Amendment"), that certain Sixth Amendment to Consulting Services Agreement dated as of April 28, 2009 (the "Sixth Amendment"), that certain Seventh Amendment to Consulting Services Agreement dated as of August 11, 2009 (the "Seventh Amendment"); that certain Eighth Amendment to Consulting Services Agreement dated as of June 29, 2010 (the "Eighth Amendment"); that certain Ninth Amendment to Consulting Services Agreement dated as of May 24, 2011 ("Ninth Amendment"); that certain Tenth Amendment to Consulting Services Agreement dated as of July 29, 2011 (the "Tenth Amendment"); that certain Eleventh Amendment to Consulting Services Agreement dated as of September 13, 2011, (the "Eleventh Amendment"); that certain Twelfth Amendment to Consulting Services Agreement (the "Twelfth Amendment") dated as of May 22, 2012; that certain Thirteenth Amendment to Consulting Services Agreement (the "Thirteenth Amendment") dated as of April 23, 2013; that certain Fourteenth Amendment to Consulting Services Agreement (the "Fourteenth Amendment") dated as of May 13, 2014; that certain Fifteenth Amendment to Consulting Services Agreement (the "Fifteenth Amendment") dated as of June 23, 2015; and that certain Sixteenth Amendment to Consulting Services Agreement (the "Sixteenth Amendment") dated February 9, 2016. The Original Agreement, as modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, and Sixteenth Amendments, is referred to herein as the "Agreement."

B. All of EDAW, Inc.'s right, title and interest in the Agreement were assigned to and assumed by Contractor as of May 2, 2011, and consented to by County concurrently with approval of the Ninth Amendment.

C. County and Contractor desire to modify the Agreement as set forth in this Seventeenth Amendment by increasing the maximum amount of compensation that may be paid to Contractor in order to ensure that there are sufficient contingency funds to cover unanticipated extra work that may be necessary during the consideration of the Final EIR and General Plan by the appropriate appointed and elected officials.



NOW, THEREFORE, the parties agree as follows:

1. Compensation to Contractor shall be paid on a time-and-material basis. The cost-not-to-exceed limit for completion of all Work shall be increased by \$25,200.00 to cover the contingency items identified in Attachment A to this Seventeenth Amendment should they be necessary, for a revised total compensation for completion of all Work covered by this Agreement of \$1,297,285.00.


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

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

COUNTY OF AMADOR

AECOM TECHNICAL SERVICES, INC., a California corporation

BY: \_\_\_\_\_  
Chairman, Board of Supervisors

BY:   
Jeffrey M. Goldman, Principal

Federal I.D. Number: 95-2661922

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

ATTEST:  
CLERK OF THE BOARD OF SUPERVISORS  
COUNTY OF AMADOR

BY:  \_\_\_\_\_

BY: \_\_\_\_\_

**ATTACHMENT A**

## Memorandum

To	Susan Grijalva, County of Amador	Page	1
CC			
Subject	Contract Amendment (Contingency)		
From	Jeff Goldman, Matt Hertel		
Date	April 19, 2016		

Susan,

As we recently discussed on the telephone, you asked us to prepare a contract amendment for tasks that may be required as the County moves forward with the approval of the General Plan and Final EIR that are not currently included in our scope of work. The amendment request includes the following:

- \$6,000 for 1 AECOM representative to attend up to 3 additional public hearings (in addition to the 2 hearings included in the current scope of work);
- \$18,750 to respond to public comments received at the FEIR public hearings, and to make any necessary revisions to the General Plan and/or FEIR (assumes up to 125 labor hours); and
- \$450 for other direct costs (ODCs) for 1 AECOM representative to travel to 3 additional public hearings.

This represents an increase of \$25,200 over our current contract value of \$1,272,085, for a total contract amount of \$1,297,285.

If this contract amendment request is acceptable, please forward a contract amendment at your convenience. Thank you.

Jeff Goldman, Principal

Matt Hertel, Project Manager

DATE: 4/26/2016

REQUESTED BY: Susan C. Grijalva

DEPARTMENT: Planning

APPROVED BY ADMINISTRATIVE OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY ADMINISTRATIVE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY BOARD OF SUPERVISORS: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY AUDITOR/CONTROLLER: \_\_\_\_\_ DATE: \_\_\_\_\_

JOURNAL ENTRY NO. \_\_\_\_\_

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
2780	52300	\$35,200					
7899	59500		\$35,200				

**REASON FOR THE REQUEST:**

Request for increase to Planning Department's budget #2780, Professional/Specialized Services line item 52300 in the amount of \$35,200. Increase is to cover additional contract costs for the General Plan Update and EIR (\$25,200) and the professional services agreement for CEQA Counsel (\$10,000). Requested increase is to come from Contingencies.

**PLEASE NOTE:**

- TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES BOARD OF SUPERVISORS APPROVAL
- TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
- FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
- TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

agent

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 05/03/2016

From: Judy Dias, Human Resources Director  
(Department Head - please type)

Phone Ext. 473

- Regular Agenda
  - Consent Agenda
  - Blue Slip
  - Closed Session
- Meeting Date Requested: 05/10/2016

Department Head Signature Judy Dias

Agenda Title: Sheriff's Office Association (SOA) Memorandum of Understanding

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

Please adopt the subject resolution approving the Employee Bargaining Agreement for the period of October 1, 2015 through September 30, 2017 between the County of Amador and the Sheriff's Office Association (SOA) and authorize the Chairman to sign and execute the agreement on behalf of the County.

Recommendation/Requested Action:  
Approve, sign and execute said agreement on behalf of Amador County

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? Name \_\_\_\_\_ N/A

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel BC

Auditor JOR GSA Director \_\_\_\_\_

CAO AL Risk Management \_\_\_\_\_

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

Human Resources, Auditor, Probation - Mark Bonini, Sheriff - Martin Ryan

with agreement

### FOR CLERK USE ONLY

Meeting Date 5.10.16 Time \_\_\_\_\_ Item # 47

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

Ord

# AGENDA TRANSMITTAL FORM

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
05/10/2016	

To: **Board of Supervisors**

Date: 05/04/2016

From: John Plasse, Chairman  
(Department Head - please type)

Phone Ext. x470

Department Head Signature \_\_\_\_\_

Agenda Title: Elected Official Ordinance

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

Adoption of an Ordinance amending Sections 2.68.020, Section 2.68.025, and Section 2.68.030 of Chapter 2.68 of the Amador County Code as it relates to salaries and benefits of the Amador County Elected Officials. (Reading waived on April 26, 2016)

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes  No

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

Committee Review? Name \_\_\_\_\_ N/A

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)

Auditor, Budget Analyst, HR

### FOR CLERK USE ONLY

Meeting Date 5-10-16 Time \_\_\_\_\_ 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 _____ 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

Print Form

ORDINANCE NO. 1756

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

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

**2.04.090 Salaries and benefits.**

A. Effective July 1, 2016, 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 thirty-five percent (35%) of the Amador County superior court judge's monthly pay in effect on June 30, 2016, 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 thirty-five (35%) percent of the Amador County superior court judge's salary in effect on July 1st of the same year.

B. Each supervisor shall also accrue benefits as set forth in the most current resolution adopted for management unit employees, with the exception of vacation, sick leave, unemployment, and SDI benefits; provided, however, that each supervisor shall receive six days of sick leave credit for each year of continuous service for which he/she was elected, which credit may be used only toward Public Employees' Retirement System ("PERS") retirement credit. With respect to participation in PERS, supervisors shall be eligible for enrollment in the applicable plan, depending on the date the supervisor took office, and each supervisor shall pay the full "employee" share of their respective retirement. If a supervisor elects not to participate in PERS, he/she may take the county's share of PERS normal cost (excluding any unfunded liability payments) in cash.

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 26<sup>th</sup> day of April 2016, by the following vote:

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

NOES: None

ABSENT: None

\_\_\_\_\_  
Chairman, Board of Supervisors

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

ORDINANCE NO. XXXX

Chapter 2.68

SALARIES OF ELECTED OFFICIALS

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

Section 1. Chapter 2.68 of the Amador County Code is hereby amended as follows:

Chapter 2.68  
SALARIES OF ELECTED OFFICIALS

Sections:

- 2.68.020 Salaries.
- 2.68.025 Benefits.
- 2.68.030 Payable when.

2.68.020 Salaries and benefits.

The Elected Officials of the County shall receive as compensation for services required of him/her by law or virtue of his/her office salaries in accordance with the table listed below for each month during which the elected official holds the office. Such salaries shall be prorated for the first and last month of his/her term.

Effective Date	10/1/2015	7/1/2016	10/1/2016	7/1/2017
Percentage of Increase	2% Increase	1% Increase	2% Increase	1% Increase
Sheriff-Coroner	\$ 10,261	\$ 10,364	\$ 10,571	\$ 10,677
Treasurer-Tax Collector	\$ 8,235	\$ 8,318	\$ 8,484	\$ 8,569
Auditor	\$ 8,666	\$ 8,753	\$ 8,928	\$ 9,017
Clerk-Recorder	\$ 7,869	\$ 7,948	\$ 8,107	\$ 8,188
Assessor	\$ 8,423	\$ 8,507	\$ 8,678	\$ 8,764
District Attorney *	\$ 10,712	\$ 10,819	\$ 11,036	\$ 11,146

\*Receives a six hundred dollar (\$600) monthly vehicle allowance

Effective Date	10/1/2015	7/1/2016	10/1/2016	7/1/2017
Percentage of Increase	2% Increase	1% Increase	2% Increase	1% Increase
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Assessor	\$ 8,423	\$ 8,507	\$ 8,678	\$ 8,764
District Attorney *	\$ 10,712	\$ 10,819	\$ 11,036	\$ 11,146

\*Receives a six hundred dollar (\$600) monthly vehicle allowance

Effective Date	6/1/2016		10/1/2016	
Auditor**	\$ 9,027		\$ 9,208	

\*\*Salary reflects a 6.25% increase to offset the mandatory 6.25% PERS/PEPRA contribution, which will go into effect simultanelously with the increase.

## 2.68.025 Benefits.

A. Except as set forth in this Chapter 2.68, each elected official shall accrue benefits as set forth in the most current resolution adopted for management unit employees, with the exception of vacation, sick leave, unemployment, and SDI benefits; provided, however, that each elected official shall receive six days of sick leave credit for each year of continuous service for which they were elected, which credit may be used only toward PERS retirement credit. Pension benefits for each elected official shall be as set forth in Section 2.68.025.C.

B. The Sheriff- Coroner shall be eligible for the same Retirement Plan to which the members of the Deputy Sheriff's Association, Sheriff's Office Association, and Sheriff's Office Mid-Management Unit are entitled. The District Attorney shall be eligible for the same Retirement Plan for local prosecutors to which the members of the Amador County Deputy District Attorney Association are entitled. If an elected official elects not to participate in PERS, the total amount that the County would contribute to PERS on that official's behalf shall be paid to that official in cash and that official shall not be entitled to the sick leave credit described above.

C. Effective July 1, 2016, the Employer Paid Member Contribution (EPMC) for each elected officer shall be reduced as follows:

1. For the Sheriff-Coroner and the District Attorney, the EPMC shall be reduced from nine percent (9%) to (i) eight percent (8%) on July 1, 2016, and from eight percent (8%) to (ii) seven percent (7%) on July 1, 2017; and
2. For the Treasurer-Tax Collector, ~~the Auditor~~, the Clerk-Recorder and the Assessor, the EPMC shall be reduced from seven percent (7%) to (i) six percent



(6%) on July 1, 2016 and from six percent (6%) to (ii) five percent (5%) on July 1, 2017; and

3. ~~Effective January 1, 2013 a~~All elected officials elected as new employees according to PERS regulations shall pay one half of normal cost as determined by CalPERS.

2.68.030 Payable when.

All salaries provided for under this chapter shall be paid under the same terms and conditions as salaries of other employees working for the county of Amador.

Section II. Prior to the expiration of fifteen (15) days from the passage of this Ordinance a summary thereof shall be published in the Amador Ledger-Dispatch, a newspaper of general circulation, published and circulated in the County of Amador. This Ordinance shall take effect thirty (30) days after the date of its adoption, and thenceforth and thereafter the same shall be in full force and effect.

The foregoing ~~resolution~~Ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the ~~8th~~10th day of ~~May~~April 2016, by the following vote:

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

NOES: None

---

Chairman, Board of Supervisors

ATTEST:

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

---

Deputy

# AGENDA TRANSMITTAL FORM

*cuppt*

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
05/10/2016	

To: Board of Supervisors

Date: 05/04/2016

From: John Plasse, Chairman Phone Ext. x470  
 (Department Head - please type)

Department Head Signature \_\_\_\_\_

Agenda Title: Amador-Tuolumne Community Action Agency

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

Approval of the appointment of Linda Rianda, City of Sutter Creek Council member, to the Public Sector Board Seat for A-TCAA

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? Name \_\_\_\_\_ N/A

Comments: \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel GG  
 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 5-10-16 Time \_\_\_\_\_ Item # 6a

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-TUOLUMNE COMMUNITY ACTION AGENCY

*"Helping People, Changing Lives"*

FOOD BANK • ENERGY & HOUSING RESOURCES • HEAD START • LIFELINE • YOUTH & FAMILY RESOURCES • REFERRALS: [www.infonettc.org](http://www.infonettc.org)

**AMADOR SERVICE CENTER**

935 S. Highway 49, Jackson, CA 95642  
Phone: (209) 223-1485 / Fax: (209) 223-4178

[www.atcaa.org](http://www.atcaa.org)

**TUOLUMNE SERVICE CENTER**

427 N. Highway 49, Suite 305, Sonora, CA 95370  
Phone: (209) 533-1397 / Fax: (209) 533-1034

3/28/16

Chairman Forster  
Amador County Board of Supervisors  
810 Court Street  
Jackson, CA 95642

Dear Chairman Forster,

The Amador Tuolumne Community Action Agency (ATCAA) is seeking your assistance in filling a Public Sector Board seat. ATCAA is a Joint Powers Agency formed by the counties of Amador and Tuolumne. As a Community Action Agency formed under the Community Services Block Grant state and federal law requiring 1/3 of its members to be Public Sector, and in accordance with the ATCAA Bylaws, the ATCAA Board includes three Public Sector seats from each County.

The Amador Board of Supervisors appoints all three seats according to the bylaws and has Board of Supervisors holding two of the three seats. The third seat has been vacant since 2012 when Shelton Johnson retired as Amador County Clerk/ Recorder.

It is my understanding that members of the Board of Supervisors have approached a number of county officials about their interest and have not been able to recruit a county official for this position.

We greatly appreciate all the work the Board of Supervisors has done to assist in the recruitment.

**Linda Rianda, City of Sutter Creek Council member**, has expressed interest in the position and would like to fill the seat.

The appointment must be made by the Amador Board of Supervisors. We, therefore, would like to ask that you appoint Linda Rianda to the ATCAA Board to fill the third public sector seat.

Thank you for your consideration. Should you have any questions, please contact me.

Sincerely,

Laurie Webb  
Board Chairperson

cc. Brian Oneto, Amador Board of Supervisors/ATCAA Board member  
Lynn Morgan, Amador Board of Supervisors/ATCAA Board member  
Shelly Hance, Executive Director  
Linda Rianda, Sutter Creek Council member

# AGENDA TRANSMITTAL FORM

*Appt*

To: Board of Supervisors

Date: March 29, 2016

From: Heather Gardella, Administrative Assistant  
(Department Head - please type)

*SUPERIOR COURT*

Phone Ext. 257-2658

- Regular Agenda
- Consent Agenda
- Blue Slip

Meeting Date Requested:

5-10-16

Department Head Signature \_\_\_\_\_

Agenda Title: Appointment of Member to the Juvenile Justice Commission

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

1. Please approve the re-appointment of the following person to the above referenced commission immediately:

Dale Haney- Four year term ending 03/2020

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

N/A

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 GC

Auditor JOR

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 5-10-16 Time \_\_\_\_\_ Item # 6b

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



**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF AMADOR**

---

500 ARGONAUT LANE • JACKSON, CA 95642-2396  
(209) 257-2603

*BARBARA COCKERHAM, COURT EXECUTIVE OFFICER*

March 29, 2016

Amador County Board of Supervisors  
810 Court Street  
Jackson, CA 95642

Re: Re-Appointment to the Juvenile Justice Commission

Dear Supervisors:

Enclosed for your approval is an ATF re-appointing a member to the Juvenile Justice Commission. This will be a four year term ending March 2020. The address for the confirmation letter is as follows:

Dale Haney  
323 Manor Drive  
Ione, CA 95640  
Sutter Creek, CA 95685

Sincerely,

A handwritten signature in cursive script, appearing to read "Heather Gardella".

Heather Gardella  
Administrative Assistant  
Amador Superior Court

Appt.

# AGENDA TRANSMITTAL FORM

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
05/10/2016	

To: Board of Supervisors

Date: 05/04/2016

From: John Plasse, Chairman  
(Department Head - please type)

Phone Ext. x470

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 Donald E. Smith to the Township 2 Cemetery Board for a four (4) year term effective May 21, 2016 and expiring May 20, 2020.

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 GC  
 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 5-10-16 Time \_\_\_\_\_ Item # 600

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_  
 Completed by \_\_\_\_\_  
 of \_\_\_\_\_

A new ATF is required from \_\_\_\_\_  
 Department \_\_\_\_\_  
 For meeting \_\_\_\_\_  
 of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  
 ATTEST: \_\_\_\_\_  
 Clerk or Deputy Board Clerk

Save

Print Form

**AGENDA TRANSMITTAL FORM**

*miss*

To: **Board of Supervisors**

Date: May 3, 2016

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

Phone Ext. 759

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

Meeting Date Requested:  
May 10, 2016

Department Head Signature \_\_\_\_\_

Agenda Title: Dispense with the formal bid process for pavement rehabilitation on the runway and associated taxiways

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

Please see the attached summary memorandum dated May 4, 2016

Recommendation: 1) Dispense with the formal bid process and authorize the Purchasing Agent to conduct this procurement using the procurement and contracting procedures in accordance with Title 41 U.S.C. 403 (11) and FAA rules.

Recommendation/Requested Action:

See above

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

Grant Funded \_\_\_\_\_

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 GC

Auditor \_\_\_\_\_

GSA Director Hop

CAO [Signature]

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 5-10-16

Time \_\_\_\_\_

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 \_\_\_\_\_

# GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



## SUMMARY MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jon Hopkins, GSA Director *JH*

**DATE:** May 4, 2016

**SUBJECT:** Procurement under Airport Improvement Programs

The Federal Aviation Administration (FAA) "simplified acquisition threshold" for simple and informal procurement methods is \$100,000.00 as established in Title 41 U.S.C.403 (11). This method of procurement still requires many elements of a formal bid process yet streamlines others and results in less cost; the advantages are:

1. Allows the Purchasing Agent to target locally qualified contractors;
2. May eliminate the cost of advertising if deemed a small procurement by FAA;
3. Does not require, only recommends the development of contract specifications and plans;
4. Shortens procurement staff time.
5. The formal bid process may not be reimbursable due to Federal procedures deeming this work as a "Small Purchase".

The Airport is expecting a grant offer for pavement rehabilitation of the runway and associated taxiways. Before the FAA will issue this Grant Offer the County must submit three (3) quotations for this project to the FAA.

To dispense with our formal bid procedures and use this alternative method allows economic advantages, and is likely to result in the work being awarded to local contractors.

The following was considered:

- A. Practicality: Expedites the procurement process;
- B. Uniqueness: This method of procurement is allowed when using Federal dollars;
- C. Feasibility: The project is achievable considering FAA time constraints and budget.
- D. Availability: There are a minimum of three qualified contractors in the area capable in completing this project
- E. Cost-effectiveness: Increases the cost benefit factor by soliciting quotes from local contractors, and the resources and expense of conducting an informal procurement for this work versus a competitive formal procurement is an economical advantage.

**Recommendation:** 1) Dispense with the formal bid process and authorize the Purchasing Agent to conduct this procurement using the procurement and contracting procedures in accordance with Title 41 U.S.C. 403 (11) and FAA rules.

Cc: Chuck Iley, CAO  
file