

AGENDA TRANSMITTAL FORM

To: Board of Supervisors
 Date: May 15, 2016

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

Phone Ext. 759

Department Head Signature _____

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>May 24, 2016</u>	

Agenda Title: Budget Transfer for Improvement Loan for Hangar #3

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

Recommendation: Authorize a transfer to the Airport in the amount of \$32,000.00 from the General Fund Contingencies for the modifications to Hangar #3 pursuant to the terms and conditions in our lease agreement with Jerry Wright (dba Wright Brother Aircraft Sales)

Recommendation/Requested Action:
see above

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

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

Request Reviewed by:

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

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
GSA, -Jon Hopkins, Airport, -David Sheppard ; Auditor

FOR CLERK USE ONLY

Meeting Date 5-24-16 Time _____ Item # 1a

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

Save



GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 **FAX:** (209) 223-0749 **E-MAIL:** jhopkins@amadorgov.org

TO: Board of Supervisors

FROM: Jon Hopkins, Director ^{Ho?}

DATE: May 15, 2016

RE: Budget Transfer for Improvement Loan for Hangar #3

On April 26, 2016 the Board executed a lease with Jerry Wright (dba Wright Brother Aircraft Sales) which was conditioned on the County making improvements to Hangar #3; those improvements include:

1. Install an ADA compliant restroom.
2. Install new concrete apron immediately in front of the hangar.
3. Install walkway and ADA compliant parking spot.
4. Replace man door with ADA compliant door and hardware.
5. Modify the Hangar opening to allow twelve feet (12') vertical clearance.
6. Install Bi-fold electric door.
7. Install 6 LED overhead lights.

In order to make those improvements a loan from reserves was approved by the Board in the amount of \$32,000.00. Due to uncertainty with negotiations we were unable to capture this amount in the Airport Budget during the Budget process. Therefore a transfer request is attached for approval to take the loan from contingencies so improvements may begin and then backfilled from reserves from the next budget cycle.

Mr. Wright has made his payment for his portion of those improvements.

Recommendation: Authorize a transfer to the Airport in the amount of \$32,000.00 from the General Fund Contingencies for the modifications to Hangar #3 pursuant to the terms and conditions in our lease agreement with Jerry Wright (dba Wright Brother Aircraft Sales)

DATE: 5/13/2016

REQUESTED BY:

Jon Hopkins *JH*

DEPARTMENT: Airport

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\$
7900	52393	\$32,000.00		101290	47890	\$32,000.00	

REASON FOR THE REQUEST:

To provide funds for the approved Hangar #3 improvements, (ADA restroom, parking, access and replacement and enlargement of hangar door.

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

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: 5-24-16

To: Board of Supervisors

Date: 05/24/2016

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

Phone Ext. _____

Department Head Signature _____

Agenda Title: Budget transfer from Salaries & Benefits to Services & Supplies

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Requesting budget transfer of \$373,125.00 from line items within the budget. Salary savings due to positions remaining unfilled during the year to offset increase in outside placement costs and other services and supplies.

Recommendation/Requested Action:
Approve budget transfer

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
<u>See attached budget transfer form</u>	

Is a 4/5ths vote required? Yes No

Committee Review? N/A <input type="checkbox"/> Name _____ Committee Recommendation: _____	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 Comments: _____ _____
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Request Reviewed by:

Chairman _____	Counsel <u>GG</u>
Auditor <u>JOR</u>	GSA Director <u>167</u>
CAO <u>[Signature]</u>	Risk Management <u>[Signature]</u>

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Copy to Auditor/Controller, Budget Analyst and Behavioral Health

FOR CLERK USE ONLY

Meeting Date 5-24-16 Time _____ Item # 1b

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. ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____	Department _____ For meeting _____ of _____	

DATE: 5/26/2016

REQUESTED BY: James Foley, HHS Director 

DEPARTMENT: Behavioral Health

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\$
4112	50100		\$173,125.00				
4112	52300		\$150,000.00				
4112	54002		\$50,000.00				
4112	50600	\$5,000.00					
4112	51200	\$6,200.00					
4112	51800	\$1,080.00					
4112	52000	\$800.00					
4112	52359	\$4,500.00					
4112	52395	\$5,545.00					
4112	52700	\$2,500.00					
4112	52900	\$9,000.00					

REASON FOR THE REQUEST:

Budget transfer within department to cover increases in budget lines, using salary savings and professional services.

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

DATE: 5/24/2016

REQUESTED BY: James Foley, HHS Director 

DEPARTMENT: Behavioral Health

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\$
4112	54004	\$312,000.00					
4112	56200	\$26,500.00					
Total		\$373,125.00	\$373,125.00				

REASON FOR THE REQUEST:

Budget transfer within department to cover increases in budget lines, using salary savings and professional services.

- 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

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: _____

To: Board of Supervisors
 Date: 05/24/2016

From: Chuck Iley-CAO Phone Ext. _____
 (Department Head - please type)

Department Head Signature *Chuck Iley*

Agenda Title: Budget Increase to Cover Salary and Benefit Increases to General Fund Departments for FY15/16

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Requesting budget increases of \$489,826.26 for salary and benefit increases to General Fund departments for fiscal year 15/16. Increasing use of Excess Tax Loss Reserves (Teeter funds) of \$489,826.26 as directed by Board of Supervisors at Mid Year Budget Review on March 8, 2016.

Recommendation/Requested Action:
Approve budget increase

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

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 *CA* Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Copy to Auditor/Controller, Budget Analyst

FOR CLERK USE ONLY

Meeting Date 5-24-16 Time _____ Item # 1C

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

DATE: 5/24/2016

REQUESTED BY: Chuck Iley DEPARTMENT: County Administrative Officer

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\$
See Detail	50100	\$349,327.25		11000	43233	\$489,826.26	
	50102	\$14,033.36					
	50300	\$64,450.07					
	50310	\$26,700.58					
	50400	\$35,315.00					
		\$489,826.26				\$489,826.26	
Total							

REASON FOR THE REQUEST:

Requesting budget Increases of \$489,826.26 for salary and benefit increases to General Fund departments for fiscal year 15/16.

Increasing use of Excess Tax Loss Reserves (Teeter funds) of \$489,826.26 as directed by Board of Supervisors at Mid Year Budget

Review on March 8, 2016.

- 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

**Budget Increases for FY 15/16 Wage Increases
General Fund Departments**

	50100	50102	50300	50310	50400	
					Employee Group	
11000 General	Salaries	Overtime	PERS	FICA/Medicare	Insurance	Total
1100 Board of Supervisors	\$2,114.10		\$393.12	\$161.73		\$2,668.95
1105 Administrative Office	\$7,251.05		\$1,348.33	\$554.71		\$9,154.09
1200 Auditor	\$16,995.34		\$3,160.28	\$1,300.14		\$21,455.76
1210 Treasurer	\$1,947.12		\$362.07	\$148.95		\$2,458.15
1220 Assessor	\$10,454.50		\$1,944.01	\$799.77		\$13,198.28
1230 Tax Collector	\$2,444.88		\$454.63	\$187.03		\$3,086.54
1300 County Counsel	\$9,356.07		\$1,739.76	\$715.74		\$11,811.57
1400 Human Resources	\$4,308.77		\$801.22	\$329.62		\$5,439.61
1510 Election	\$2,911.68		\$536.50	\$222.74		\$3,670.92
1700 Facilities	\$10,183.88		\$1,893.69	\$779.07		\$12,856.64
1710 Records Mgmt	\$617.82		\$114.88	\$47.26		\$779.96
1940 Surveying	\$2,727.97		\$507.27	\$208.69		\$3,443.93
1970 Information Tech	\$7,772.84		\$1,445.36	\$594.62		\$9,812.82
2120 District Attorney	\$41,002.95		\$7,559.00	\$3,136.73		\$51,698.68
2180 Public Defender	\$408.33		\$75.93	\$31.24		\$515.50
2190 Victim/Witness	\$1,637.67		\$254.74	\$125.28		\$2,017.69
2210 Sheriff	\$107,797.07	\$12,071.82	\$20,044.87	\$8,246.48	\$14,609.00	\$162,769.24
2211 Sheriff Court Baliff	\$9,198.95		\$1,379.20	\$703.72	\$1,148.00	\$12,429.87
2212 Sheriff's Dispatch	\$13,135.01	\$600.00	\$2,442.46	\$1,004.83	\$4,613.00	\$21,795.30
2213 ACCNET	\$234.30		\$43.57	\$17.92		\$295.80
2310 Jail	\$29,993.22	\$1,361.54	\$5,532.61	\$2,276.12	\$11,242.00	\$50,405.49
2350 Probation	\$21,249.23		\$3,940.14	\$1,620.98	\$3,703.00	\$30,513.35
2610 Ag Dept	\$3,113.17		\$578.89	\$238.16		\$3,930.23
2620 Building	\$5,706.35		\$1,061.10	\$436.54		\$7,203.98
2710 Clerk/Recorder	\$4,787.72		\$890.28	\$366.26		\$6,044.25
2720 Coroner	\$5,061.16		\$941.12	\$387.18		\$6,389.46
2730 Public Cons/Guard	\$2,549.62		\$474.10	\$195.05		\$3,218.77
2740 Code Enforcement	\$1,507.28		\$280.28	\$115.31		\$1,902.86
2750 OES	\$5,188.31		\$964.77	\$396.91		\$6,549.99
2780 Planning	\$3,654.89		\$679.63	\$279.60		\$4,614.11
2790 Animal Control	\$7,470.49		\$1,389.14	\$571.49		\$9,431.12
5500 Veteran's Serv.	\$1,295.87		\$240.97	\$99.13		\$1,635.96
6200 Library	\$4,838.21		\$899.67	\$370.12		\$6,108.00
7210 Archives	\$411.44		\$76.51	\$31.48		\$519.42
Total 11000	\$349,327.25	\$14,033.36	\$64,450.07	\$26,700.58	\$35,315.00	\$489,826.26

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 05/18/2016

From: Garth Hohn, Code Enforcement Officer Phone Ext. 565
(Department Head - please type)

<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>05/24/2016</u>

Department Head Signature *Susan C. Sigalva*

Agenda Title: Monica Staar / APN #011-260-042-000, Gregory & Patricia Saunders / APN #031-040-065-000

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Consideration to approve the budget transfer request of \$600.00 from the Contingency Fund to the Code Enforcement budget for junk and / or solid waste removal and disposal services at APN #011-260-042-000 located at 8521 Sutter Lone Road in Lone, CA.

Consideration to approve the budget transfer request of \$1,349.00 from the Contingency Fund to the Code Enforcement budget for solid waste removal and disposal services provided by ACES Waste Services at APN #031-040-065-000 located off Highway 88 in Pioneer, CA.

See attached for further information.

Recommendation/Requested Action:
Approval of the budget transfer request of \$1,949.00 from the Contingency Fund to the Code Enforcement budget.

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

Is a 4/5ths vote required? Yes No

Committee Review? Name Administrative Committee N/A

Committee Recommendation:
Meetings on 08/17/2015 and on 05/16/2016

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

Comments: Copy of bid and invoice attached.

Request Reviewed by:

Chairman _____	Counsel <u>BB</u>
Auditor <u>JOR</u>	GSA Director <u>HP</u>
CAO <u>az</u>	Risk Management <u>JMS</u>

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

FOR CLERK USE ONLY

Meeting Date 5-24-16 Time _____ Item # ID

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

DATE: 5/24/2016

REQUESTED BY: Garth Hohn

DEPARTMENT: Code Enforcement

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\$
2740	52300	\$1,949.00					
7899	59500		\$1,949.00				

REASON FOR THE REQUEST:

The Board of Supervisors issued an Order for Administrative Abatement of Violations at 8521 Sutter Lone Rd., Lone CA 94640, APN #011-260-042-000 on February 9, 2016, cost for this is \$600.00. An abatement on APN #031-040-065-000 at State Highway 88 Pioneer, CA 95666 was completed on July 23, 2015, an additional \$1,349.00 is needed to cover the costs of the services provided by ACES Waste Services. Total request from contingencies is \$1,949.00.

- 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

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

In the Matter Of:)	
)	ORDER FOR
)	ADMINISTRATIVE
Amador County Department of Code Enforcement)	ABATEMENT OF VIOLATIONS
)	
vs.)	
)	
Monica Starr.)	
)	
)	
)	

After hearing before the Amador County Administrative Abatement Hearing Board ("Hearing Board") on January 27, 2016, said Hearing Board made findings of fact and law, and a recommendation to the Amador County Board of Supervisors regarding the violations existing on the parcel located at 8521 Sutter Lone Road in Lone, California, APN 011-260-042-000 (hereinafter referred to as "the Subject Property").

The Amador County Board of Supervisors, having presided over proceedings regarding this matter at a public hearing on February 9, 2016, and having adopted the Hearing Board's findings and recommendation,

IT IS HEREBY ORDERED that on or before April 11, 2016:

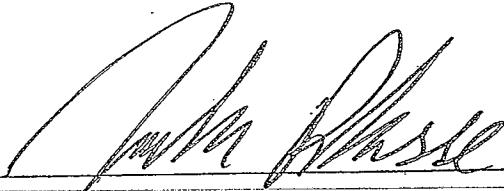
1. Monica Starr will not allow junk and/or solid waste to be stored or to accumulate on Subject Property. All solid waste will be removed from the property and taken to a legal disposal site. All receipts must be shown to the Code Enforcement Officer to verify legal disposal of the solid waste.

2. Monica Staar shall schedule an on-site inspection with the Amador County Code Enforcement Officer and Environmental Health Technician to verify that the above requirements have been met.

Non-compliance with these orders shall result in Code Enforcement securing a bid to have the Subject Property cleared of all solid waste and junk.

The County shall be entitled to abate the violations existing on said parcel of real property at the expense of the landowner, Monica Staar. As prevailing party, the County shall recover its costs of abatement, including administrative and investigative costs, and attorney's fees.

Dated: Feb. 9th 2016



John Plasse
Chairman, Board of Supervisors



CODE ENFORCEMENT

COUNTY ADMINISTRATION CENTER

810 Court Street • Jackson, CA 95642-2132
Telephone: (209) 223-6565

COUNTY OF AMADOR IONE – SOLID WASTE REMOVAL AND DISPOSAL SERVICES PROJECT DESCRIPTION / SCOPE OF WORK

On February 9, 2016, the Amador County Board of Supervisors adopted the findings and recommendation of the Administrative Abatement Hearing Board and issued a nuisance abatement order to the parcel owner to remove all junk and / or solid waste from the property by April 11, 2016. To date, the owner has not complied with this order.

The property is located at APN# 011-260-042-000 at 8521 Sutter Ione Road in Ione, California. The junk and / or solid waste on this parcel includes but it is not limited to cardboard boxes and scrap wood, metal, and plastic.

The property owner of the parcel failed to sign the certification of ownership and consent for inspection/abatement of real property and return it to Amador County Code Enforcement within the time allotted. Therefore, an inspection warrant was needed for a pre-bid walk through by contractors in order to obtain bids for the abatement. The inspection warrant was issued by Amador Superior Court, Judge Hermanson, on April 26, 2016.

Code Enforcement provided the pre-bid walk through information to four bidders on the vendor list: Foothill Garage & Wrecking, Simmons Landscaping, Amador Landscape & Design, and ACES Waste Services. The clean-up will be less than \$25,000.00 (informal bids) and is not considered a public works project therefore not requiring DIR registration or prevailing wage.

On May 3, 2016, Code Enforcement conducted a pre-bid walk through of the property with three bidders representing Foothill Garage & Wrecking Inc., Simmons Landscaping, and ACES Waste Services. The Amador County Sheriff's Office provided a civil stand-by. The inspection warrant was executed without incident. Each vendor submitted a bid.

Since the property at 8521 Sutter Ione Road is on a blind curve, I have permission from the neighbor across the street (8520 Sutter Ione Road) for the placement of the dumpster and parking if necessary. The estimated time for the clean-up is one day. I plan to coordinate the clean-up day with Public Works so traffic control can be provided if necessary.

The scope of work will also include using bolt cutters if necessary to cut the padlock on the cable wire across the driveway which is blocking access to the junk / solid waste. An abatement warrant will be obtained from the Amador Superior Court before proceeding with the clean-up.

On May 5, 2016, the bid package was submitted to GSA for review.

On May 9, 2016, GSA gave approval for Code Enforcement to proceed with the project using the attached bid from ACES for the entire job.



6500 Buena Vista Rd Lone, CA 95640

209-274-2237

aceswaste.com

Proposal

May 4, 2016

To: Garth Hohn - Amador County Code Enforcement
Re: 8521 Sutter Lone Rd.
Lone, Ca. 95640

We propose hereby to furnish material and labor necessary for the completion of removing and disposing of all debris around home/property.

Charges are as follows:

Labor: \$270.00

Haul Charge: \$238.35

Tons: \$78.00 Per Ton

Payment terms: Customers shall pay in full within thirty (30) days of receipt of invoice payable to Aces Waste Service.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature: Garth Hohn Date: 05-09-16

Please contact Ted Lewandowski @ 209-304-8008 for further questions

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

In the Matter of:)	
Amador County Department of)	
Code Enforcement)	
)	ORDER FOR
VS.)	ADMINISTRATIVE
)	ABATEMENT OF
Gregory B. Saunders and Patricia A. Saunders,)	VIOLATIONS
Trustees of the Greg and Pat Saunders Trust)	
November 5, 1998.)	
<hr/>		

After hearing before the Amador County Administrative Abatement Hearing Board ("Hearing Board") on February 25, 2015, said Hearing Board made findings of fact and law, and a recommendation to the Amador County Board of Supervisors regarding the violations existing on the parcel located off of Highway 88 in Pioneer, California, APN 031-040-065-000 (hereinafter referred to as "the Subject Property").

The Amador County Board of Supervisors, having presided over proceedings regarding this matter at a public hearing on March 10, 2015, and having adopted the Hearing Board's findings and recommendation,

IT IS HEREBY ORDERED that on or before May 9, 2015:

1. Gregory B. Saunders and Patricia A. Saunders, Trustees of the Greg and Pat Saunders Trust November 5, 1998 will not allow junk and/or solid waste to be stored or to accumulate on Subject Property. All solid waste will be removed from the property and taken to a legal disposal site. All receipts must be shown to the Code Enforcement Officer to verify legal disposal of the solid waste.
2. Gregory B. Saunders and Patricia A. Saunders, Trustees of the Greg and Pat Saunders Trust November 5, 1998 shall schedule an on-site inspection with the Amador County Code Enforcement Officer and Environmental Health Technician to verify that the above requirements have been met.

Non-compliance with these orders shall result in Code Enforcement securing a bid to have the Subject Property cleared of all solid waste and junk.

The County shall be entitled to abate the violations existing on said parcel of real property at the expense of the landowners, Gregory B. Saunders and Patricia A. Saunders, Trustees of the Greg and Pat Saunders Trust November 5, 1998. As prevailing party, the County shall recover its costs of abatement, including administrative and investigative costs, and attorney's fees.

Dated: March 17, 2015



Brian Oneto

Chairman, Board of Supervisors

ACES WASTE SERVICES, INC.

6500 BUENA VISTA RD
 IONE, CA 95640
 (209) 274-2237
 (866) 488-2237 Toll Free
 Website: www.aceswaste.com

DATE 08/01/2015
 ACCOUNT # 99137-001
 AMOUNT DUE \$1,720.37

SERVICE PERIOD: M3 - AUG

AMADOR CO CODE ENFORCEMENT
 GARTH HOHN
 Bill To: 810 COURT ST
 JACKSON, CA 95665

AMADOR CO CODE ENFORCEMENT
 GARTH HOHN
 Location: 25339 HWY 88
 PIONEER, CA 95666

Statement Date	08/01/2015
Due Date	08/25/2015

DATE PAID _____ CHECK NO. _____ AMOUNT _____

For proper credit please return top portion.

DATE	REFERENCE	DESCRIPTION	QUANTITY	RATE	AMOUNT	TOTAL
		<u>Previous Balance</u>				0.00
		<u>CHARGES THIS INVOICE</u>				
07/20/15	166493	40 YD DB	1.00	237.00	237.00	237.00
07/20/15	166493	COUNTY SURCHARGE COMM	1.00	1.00	1.00	238.00
07/22/15	166597	40 YD DB	1.00	237.00	237.00	475.00
07/22/15	166597	COUNTY SURCHARGE COMM	1.00	1.00	1.00	476.00
07/22/15	166597	TONNAGE	9.33	95.50	891.02	1,367.02
07/27/15	166781	REMOVE DEBRIS BOX	1.00			1,367.02
07/27/15	166781	TONNAGE	3.70	95.50	353.35	1,720.37
PAYMENTS ARE NOW ACCEPTED ON ACES WEB SITE GO TO WWW.ACESWASTE.COM TO SET UP YOUR ONLINE ACCOUNT						
AGE	CURRENT	30 DAYS	60 DAYS	90 DAYS	FINANCE	Please Pay
AMOUNT	1,720.37	0.00	0.00	0.00	0.00	\$1,720.37

Account # 99137-001

Please pay from this statement. This includes your remittance portion.
 6500 BUENA VISTA RD IONE, CA 95640 (209) 274-2237

ACES WASTE SERVICES, INC. Website: www.aceswaste.com



AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 11, 2016

From: Aaron Brusatori
(Department Head - please type)

Phone Ext. x248

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

Meeting Date Requested:

05/24/16

Department Head Signature *Aaron Brusatori*

Agenda Title: Regional Surface Transportation Program (RSTP) Resolution and Agreement

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Approve Resolution to authorize Board Chairman to endorse the 2015/2016 Regional Surface Transportation Program (RSTP) State Match and Exchange Funds Agreement with Caltrans.

Recommendation/Requested Action:
Approval of Resolution and endorsement of the Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Budgeted

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
 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 *GB*

Auditor *JOR* GSA Director *HP*

CAO *al* Risk Management *MM*

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

Auditor Risk

FOR CLERK USE ONLY

Meeting Date 5-24-16 Time _____ Item # 3A

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

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

IN THE MATTER OF:

RESOLUTION APPROVING THE 2015/2016)
REGIONAL SURFACE TRANSPORTATION) RESOLUTION NO. 15-
PROGRAM (RSTP)/STATE MATCH AND)
EXCHANGE FUNDS AGREEMENT WITH)
CALTRANS)

WHEREAS, every year Caltrans offers each County the opportunity to exchange Regional Surface Transportation Program (RSTP) Federal Funds; and

WHEREAS, Caltrans provides State Matching Funds for transportation related expenditures.

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the agreement by and between the County of Amador and the State Department of Transportation (Caltrans) on the terms and conditions contained therein as it relates to 2015/2016 Regional Surface Transportation Program (RSTP)/State Match and Exchange Funds.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute 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 ____ day of May 2016, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

Jennifer Burns, Clerk of the
Board of Supervisors, Amador County, California

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



May 2, 2016

File : 10-AMA-0-CR
X16-5926(059)
2015/2016 Exchange and State
Match Program

RECEIVED

MAY 03 2016

TRANSPORTATION
& PUBLIC WORKS

Mr. Aaron Brusatori
Community Development Director
Amador County
810 Court Street
Jackson, CA 95642

Subject: Optional Regional Surface Transportation Program (RSTP) Federal Exchange and State Match Program for FY 2015/2016

Dear Mr. Brusatori:

This letter serves to notify you of the opportunity to participate in the Optional RSTP Federal Exchange and State Match Program for FY 2015/2016.

In an effort to streamline this program, we have enclosed the Federal Exchange and State Match Agreement required for participation. The agreement contains the estimated amount of federal funds you are eligible to exchange along with matching state funds. We have not yet received the final apportionment amounts for Federal Fiscal Year (FFY) 2016. The exchanged amount is based on your FFY 2015 apportionment including adjustments made to prior year RSTP balances. Necessary rescissions or additions will be reflected on next year's Agreement. In order to participate in this year's program and receive the funds, you must do the following:

*Concur with the amount shown on the agreement. If you do not agree with this amount, please contact La Sharon Allen of HQ Local Assistance at (916) 653-6750 no later than June 16, 2016.

*Sign both copies of this agreement and return them to Department of Transportation, Division of Local Assistance, P.O. Box 942874, MS#1, Sacramento, CA 94274-0001. When we receive your signed agreements, they will be executed and one original will be returned to your agency.

*Once you receive the executed agreement, forward your invoice directly to the District Local Assistance Office.

If you need additional information regarding the program, please refer to Chapter 18 of the Local Assistance Program Guidelines. Please contact La Sharon Allen at (916) 653-6750 if you have any questions.

A handwritten signature in black ink, appearing to read "Winton Emmett".

WINTON EMMETT, Chief
Office of Project Implementation - North
Division of Local Assistance

Enclosures

c: OLP AE Project Files
(10) DLAE - Parminder Singh

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

10 AMADOR
District County

Agreement No. X16-5926(059)
AMS Adv ID:1016000176

THIS AGREEMENT is made on _____, by the COUNTY of AMADOR , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign apportionments made available to COUNTY for allocation to transportation projects under the "Moving Ahead for Progress in the 21st Century Act" (MAP-21), as modified in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

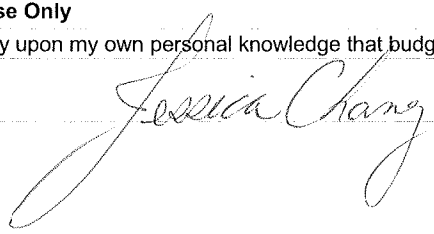
A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$131,208.00 from the eligible portion of its estimated annual minimum RSTP Apportionment for Fiscal Year 2015/2016.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP apportionment.

For Caltrans Use Only

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



Accounting Officer

Date

4/27/16

\$ 196,812.00

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 4/25/2016 REQUISITION NUMBER / CONTRACT NUMBER: RQS 101600000454	PROJECT NUMBER: 1016000176
--	---	--------------------------------------

FROM: Department of Transportation

SUBJECT: Encumbrance Document

VENDOR / LOCAL AGENCY: COUNTY OF AMADOR

CONTRACT AMOUNT: \$ 196,812.00

PROCUREMENT TYPE: Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	COE/Category	AMOUNT
10	2015	2660-102-0042	2015/2016	2030010840	2240/0400	\$ 131,208.00
10	2015	2660-102-0042	2015/2016	2030010830	2170/0000	\$ 65,604.00
					TOTAL	\$ 196,812.00

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$65,604.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2015/2016.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$196,812.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget

Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized

DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF AMADOR

Office of Project Implementation
Division of Local Assistance
Date:

Chair, Board of Supervisors
Date:

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 18, 2016

From: James Wegner
(Department Head - please type)

Phone Ext. 515

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

Meeting Date Requested:

5-24-16

Department Head Signature _____

Agenda Title: Agreement to transfer ownership of Sheriff's Patrol Canine Rico to Deputy Sheriff John Foosum

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

The Amador County Sheriff's Office owns a ten year old Belgium Malinois patrol canine named Rico. Rico has served the County of Amador for eight years. Based upon a veterinarians assessment, due to age and physical condition, Rico is no longer a viable patrol asset. Rico has been pulled from service. Rico's handler for the past six years, Deputy John Foosum is requesting ownership of Rico. This agreement transfers ownership of Rico from the Amador County Sheriff's Office/County of Amador to Deputy Sheriff John Foosum.

Recommendation/Requested Action:

Approve agreement and authorize Chairman's signature

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

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 _____

Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date

5-24-16

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 _____

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

AGREEMENT

This agreement is entered into this _____ day of _____, 2016 by and among the County of Amador, a political subdivision of the State of California ("County"); Martin A. Ryan, Amador County Sheriff-Coroner ("Sheriff"); and John Foosum ("Foosum") on the terms and conditions contained herein.

Recitals

- A. Foosum is a Deputy Sheriff with the Amador County Sheriff's Office and is remaining in County service.
- B. Foosum is currently assigned as a canine handler at the Amador County Sheriff's Office. He has been through hundreds of hours of canine training and has been Amador County Sheriff's Canine Rico's handler for the past six years.
- C. Rico, a ten year old, male, Belgium Malinois has served Amador County for over eight years, but due to his age and medical condition he is no longer viable for use in Sheriff's operations.
- D. Foosum has requested to take ownership of Rico and to feed and care for him at Foosum's expense for the remainder of Rico's lifetime.
- E. The County, the Sheriff, and Foosum mutually desire that ownership of Rico be passed from the County to Foosum, subject to the conditions set forth below.

NOW, THEREFOR, IT IS AGREED by and between the parties as follows.

1. County hereby transfers ownership of Rico to Foosum.
2. Foosum shall provide a humanitarian home for Rico, and obtain veterinarian services for any and all medical conditions when needed for the remainder of Rico's life.
3. County makes no warranties as to the condition, health, temper, or stability of Rico and Foosum accepts ownership of Rico "as-is", with any and all faults. Foosum, on behalf of himself and his successors and assigns, hereby releases the County and the Sheriff and their respective officers, agents and employees from and against any and all loss, claim, liability or expense, whether direct or indirect, known or unknown, arising out of, related in any way to, or resulting from or in connection with, in whole or in part, ownership of Rico. In that connection, Foosum, on behalf of himself and his successors and assigns, waives the benefit of California Civil Code Section 1542, which provides as follows:

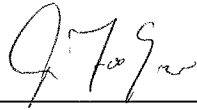
"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

4. Foosum shall indemnify the County and the Sheriff and their officers, agents and employees from any claim or cause of action, including all litigation costs thereof, alleged to be based on injury or damage caused by or in connection with Rico after transfer of ownership to Foosum. Foosum shall maintain Homeowner's Insurance covering such an injury or damage and, if possible, obtain a policy with County and Sheriff and their officers, agents and employees as additional insureds.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals and have executed this contract in quadruplicate the day and year first above written.

COUNTY OF AMADOR:

By: _____
John Plasse
Chairman, Board of Supervisors



John Foosum

Approved as to form:

By: _____
Gregory Gillott
County Counsel



Martin A. Ryan
Sheriff-Coroner

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:	
05/24/016	

To: Board of Supervisors
 Date: 5/11/16

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

Department Head Signature *James Rooney*

Agenda Title: MEGABYTE PROPERTY TAX SYSTEMS AGREEMENT FOR 2016-17

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Megabyte property tax system maintenance agreement and SQL-sever database support agreement for 2016/17 as attached.
 (The contract was routed for pre-approval to County Counsel, CAO, IT, Risk Management, Auditor & Tax Collector)

Recommendation/Requested Action:

APPROVE

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 JOR GSA Director Hop

CAO [Signature] Risk Management [Signature]

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

Risk; Auditor

FOR CLERK USE ONLY

Meeting Date 5-24-16 Time _____ Item # 46

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____
 Completed by _____
 of _____
 Department _____
 For meeting _____

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

**AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2016 and terminating June 30,
2 2017 by and between the COUNTY OF AMADOR, hereinafter referred to as the "County" and
3 MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin,
4 California 95677, hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

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

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

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

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

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

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

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

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

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

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

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

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

55 11. Patent or Copyright Infringement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

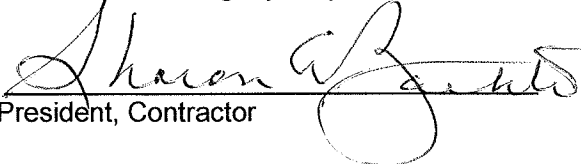
20. Notices. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the First Class United States mail, by certified, or by registered mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to Contractor's office,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

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

By _____
Chairman, Board of Supervisor's

Dated: _____

CONTRACTOR: Megabyte Systems, Inc

By 
President, Contractor

Dated: 05.04.16

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

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

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

County must grant Contractor full administrator rights (SA).

SQL server database support services

Contractor will provide the following SQL sever database services:

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

County shall perform the following tasks:

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

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

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

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

Term	Description	Amount
7/1/2016 – 6/30/2017	MPTS Property Tax System Maintenance/Support	\$9,277.25

COMPENSATION FOR EXTRA SERVICES

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

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

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

**ADDENDUM TO CONTRACT AGREEMENT
MPTS PROPERTY TAX SYSTEM MAINTENANCE**

THIS ADDENDUM is to that Contract effective July 1, 2016 between the County of Amador (County) and Megabyte Systems Inc. (Contractor).

WHEREAS, the cost of services to be provided under the contract is expected to exceed the amount provided in the Contract; and the scope of services need to be modified; and

WHEREAS, the parties desire to increase the amount of compensation payable under the contract and to broaden the scope of services needed.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Exhibit A of the Contract, **Scope of Service**, shall be amended to add Contractor shall provide the following to the County, MTPS Online Business Property Filing Module (OBPF) Version 2.0:

Provide for the ability for County business taxpayers to file their 571A, 571F and 571L personal property forms via the web. The features include: previous year costs & net change, View/Print of completed form, extraction of data for web access, audit reports, import/merge of filed data to the personal property system, and images/pdf retained of the filed statements with access via the personal property subsystem.

Exhibit B of the Contract, **Payment for Services Rendered**, shall be amended to add an additional \$7,333.33 for the first year, plus an annual maintenance and support charge of \$3,000

A second payment of \$7,333.33, plus an annual maintenance and support charge of \$3,000 adjusted for CPI increase (Pacific Cities and U.S. City Average Consumer Price Index for month ending December 2016) shall be incorporated into the Contract between County of Amador and Megabyte Systems Inc. effective July 1, 2017 to June 30, 2018; and a third and final payment of \$7,333.33, plus an annual maintenance and support charge of \$3,000 adjusted for CPI increase (Pacific Cities and U.S. City Average Consumer Price Index for month ending December 2017) shall be incorporated into the Contract between County of Amador and Megabyte Systems Inc. effective July 1, 2018 to June 30, 2019.

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the _____ day of _____ 2016.

COUNTY OF AMDAOR

By: _____

CONTRACTOR

By: 

Sharon A. Zachte
Megabyte Systems, Inc.
Taxpayer ID No. 77-0547969

RECEIVED

MAY 10 2016

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

ATTACHMENT "B"

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

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

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

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

Printed Name:

Signed: Sharon A. Bickel

Date 05.04.16

Title: PRESIDENT

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 17, 2016

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

Phone Ext. 759

Department Head Signature _____

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>05/24/16</u>	

Agenda Title: Assignment and Assumption of Lease for Airport Lot #196

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 This is an assignment and assumption of lease by and between Tony Richards ("Original Lessees") and Caroline Earl (collectively "Successor Lessee") for Airport Lot #196. The Lease agreement between the County of Amador and Tony Richards allows for the assignment of lease.

Recommendation/Requested Action:
Approve Assignment and Assumption of Lease for Airport Lot #196

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

Is a 4/5ths vote required? Yes No

Committee Review? N/A

Name _____
 Committee Recommendation: _____

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

Request Reviewed by:

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

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

FOR CLERK USE ONLY

Meeting Date 5-24-16 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 _____ Department	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	For meeting of _____	
		ATTEST: _____ Clerk or Deputy Board Clerk

Save

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of _____, 2016 by and between Tony Richards ("Original Lessee") and Caroline Earl ("Successor Lessee").

R E C I T A L S

A. Amador County and Original Lessee entered into that certain Lease (the "Lease") dated April 15, 2003 whereby Amador County leased to Original Lessee certain real property located in the unincorporated area of Amador County, California, more particularly described in the Lease.

B. Original Lessee desires to assign all of its right, title and interest under the Lease to Successor Lessees, and Successor Lessees desire to assume the duties and obligations of Original Lessee under the Lease.

NOW, THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, Original Lessee and Successor Lessees agree as follows:

1. Original Lessee hereby assigns and transfers to Successor Lessees all of Original Lessee's right, title and interest in and to the Lease.

2. Original Lessee warrants that it has not previously assigned its interest in the Lease to any third party.

3. Successor Lessees accept the foregoing assignment and assume all of the duties, obligations and responsibilities of Original Lessee under the Lease jointly and severally.

4. This Assignment may be executed in duplicate copies, and any signed duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, Original Lessee and Successor Lessees have executed this Assignment as of the date set forth opposite their signatures below.

ORIGINAL LESSEE:

Date: 9 May, 2016

Tony Richards
Tony Richards

SUCCESSOR LESSEE:

Date: 17 May, 2016

Caroline Earl
Caroline Earl

CONSENT BY COUNTY OF AMADOR

County of Amador hereby consents to the above assignment of the Lease by Original Lessee to Successor Lessees, effective as of the date set forth below. This consent in no way releases Original Lessee from any obligation to be performed by Original Lessee under this Lease, whether occurring before or after such assignment.

Dated: _____, 2016

BY: _____
John Plasse
Chairman, Board of Supervisors

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 3, 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:

5-24-16

Department Head Signature _____

Agenda Title: Appointment of Member to the Law Library Committee

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

1. Please approve the appointment of the following person to the above referenced commission for the term May, 2016 through December 31, 2016:

Ethan Turner

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

N/A

Staffing Impacts

Is a 4/5ths vote required?

Yes _____ No _____

Committee Review?

Name _____

N/A

Committee Recommendation:

Contract Attached:

Yes _____ No _____ N/A _____

Resolution Attached:

Yes _____ No _____ N/A _____

Ordinance Attached:

Yes _____ No _____ N/A _____

Comments:

Request Reviewed by:

Chairman _____

Counsel GG

Auditor JOR

GSA Director HP

CAO ab

Risk Management [Signature]

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

FOR CLERK USE ONLY

Meeting Date 5-24-16

Time _____

Item # 6a

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

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

Completed by _____

Department _____

ATTEST: _____

For meeting _____

Clerk or Deputy Board Clerk

of _____



Superior Court of the State of California
County of Amador

CHAMBERS OF
J. S. HERMANSON
JUDGE

500 Argonaut Lane
Jackson, CA 95642

May 3, 2016

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

RE: Appointment to the Law Library Committee
(Business & Professions Code §6301)

Dear Supervisors:

Enclosed you will find the *Agenda Transmittal Form* seeking approval of the appointment of a new member to the Law Library Committee for 2016.

For the Board's appointment to the committee is the following person per Business & Professions Code §6301(a)(5):

Ethan Turner
Law Offices of McEnroe & Turner
PO Box 165
Amador City, CA 95601
ethan@MTAmadorLaw.com

Sincerely,

A handwritten signature in black ink, appearing to read "J.S. Hermanson", with a long horizontal flourish extending to the right.

J.S. Hermanson
Presiding Judge, Amador Superior Court

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 10, 2016

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

Phone Ext. X759

Department Head Signature [Signature]

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>05/24/16</u>	

Agenda Title: Award Bid 16-06, 15/16 Pavement Management Project

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

Please see the attached memorandum.

Recommendation: 1) Waive the minor irregularities and; 2) Award Invitation to Bid 16-06, 15/16 Pavement Management Project to Telfer Pavement Technologies, LLC in an amount not to exceed \$667,722.34 and; 3) Authorize the Chairman to sign construction contracts based upon the sample contract attached (Exhibit A- Sample Construction Contract) contingent upon County Counsel and the Director of Public Works approval.

Recommendation/Requested Action:

See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts N/A

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: Bid Evaluation Form, Sample Contract are attached

Request Reviewed by:

Chairman _____ Counsel GG

Auditor JOR GSA Director [Signature]

CAO [Signature] Risk Management [Signature]

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

GSA-Jon Hopkins, Public Works-Aaron Brusatori. Risk (agreement)

FOR CLERK USE ONLY

Meeting Date 5-24-16 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 _____ Department _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

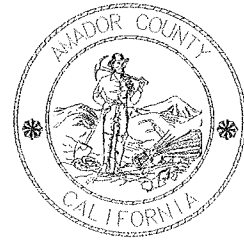
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GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director

DATE: May 10, 2016

RE: Bid 16-06, 15/16 Pavement Management Project

On Thursday, May 5, 2016, at 1:30 PM bids for 15/16 Pavement Management Project - Bid 16-06, were received, opened and read publicly. The Bid Evaluations are attached on Exhibit A.

The bid submitted by the lowest bidder, Telfer Pavement Technologies, LLC, located in McClellan, CA, did not submit two required items: 1) Bidder Responsibility Questionnaire and, 2) a copy of their Contractors License. Both of these items are minor irregularities as these items do not affect the price, terms or conditions of the bid. In addition, no Bid Protest has been received and was required to be submitted by May 16, 2016. Therefore it is recommended to waive the minor irregularities and award the contract to Telfer Pavement Technologies, LLC.

Recommendation: 1) Waive the minor irregularities and; 2) Award Invitation to Bid 16-06, 15/16 Pavement Management Project to Telfer Pavement Technologies, LLC in an amount not to exceed \$667,722.34 and; 3) Authorize the Chairman to sign construction contracts based upon the sample contract attached (Exhibit A- Sample Construction Contract) contingent upon County Counsel and the Director of Public Works approval.

Cc: Greg Gillott, County Counsel
Aaron Brusatori, Community Development/Dept. of Transp. & Public Works Director
Jered Reinking, Senior Engineer
Danielle Whitaker, Fiscal Officer
file

BID EVALUATION - Exhibit A

May 5, 2016

Bid Division: **Public Works**
 Project Name: **15/16 Pavement Management Project**
 Location: **Various Locations in Amador County**
 Bid No.: **ITB 16-06 / Federal Aid Project #: N/A**

Note: Unless otherwise noted below, all bid packages were sealed and delivered to GSA in Martell at or before 1:30 PM on May 5, 2016.
These bids will receive Board consideration on: May 24, 2016 (Target date).

Apparent Low Bidder: Telfer

Bidder Name	Telfer	Valley Slurry Seal	Pavement Coatings Company	California Pavement Maintenance
Bid Price (As submitted)	\$667,722.34	\$677,473.68	\$755,815.00	\$747,017.91
Bid Price (As confirmed by staff)	\$667,722.34	\$677,473.68	\$755,815.00	\$747,017.91
Forms Filled with Ink	✓	✓	✓	✓
Bid Form Complete / Consistent	✓	See Note #2	✓	
Addendum Acknowledgement	✓	See Note #3	See Note #3	See Note #3
Bidder's Bond	✓	✓	✓	✓
Equal Employment	✓	✓	✓	✓
Public Contract Code	✓	✓	✓	✓
Lobby Form LLL	✓	✓	✓	BLANK, See Note #5
Bidder Responsibility Questionnaire	See Note #4	✓	✓	✓
Sub-Contractor Listing	✓	✓	✓	✓
Contractors License	See Note #6	✓	See Note #1	See Note #1
DUNS # provided	✓	✓	✓	✓
Contact Info / Bid Signed	✓	✓	✓	✓
Subs Registered w/ DIR	✓	✓	✓	✓

✓ = Submitted and Acceptable

Prepared by: S. Doolittle

Notes:

Information reviewed by GSA Director, Community Development Director & County Counsel

#1	Contractors License Number is given, but not a copy of the actual license
#2	Page 22: State of Incorporation is blank
#3	Page 7 of bid book is not complete, but Addendum #1 is attached and signed.
#4	Bidder Responsibility Questionnaire was blank at bid opening. On May 9, the bidder sent completed questionnaire via email / pdf.
#5	Lobby Form LLL is blank.
#6	Contractors License Number was given, but not a copy of the actual license. On May 9, the bidder conveyed a copy of license via email / pdf.
#7	
#8	
#9	
#10	

EXHIBIT A

SAMPLE CONSTRUCTION CONTRACT
Bid No. 16-03

THIS CONSTRUCTION CONTRACT (this "Contract") is made this _____ day of _____, 2016, by and between _____ ("Contractor"), whose place of business is at _____, and the County of Amador, a political subdivision of the State of California ("County").

WHEREAS, County awarded to Contractor the following contract:

Bid No.: 16-06
Job Title: 15/16 Pavement Management Project

NOW THEREFOR, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article I. The Work

Contractor shall provide, furnish and perform all necessary permitting and support services, construction, clean-up, and all other building services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by the County, if any) and all necessary supervision, labor, and services required for the complete construction and all necessary installation, start-up and testing required for the 15/16 Pavement Management Project, as more particularly described in the Contract Documents (hereinafter, the all-inclusive obligations of Contractor set forth in this sentence shall be referred to as the "Work").

Article II. Contract Time

- 2.1 Contractor shall begin the Work within fifteen (15) calendar days after receipt of a Notice to Proceed from County's Project Manager, and shall diligently prosecute the Work to completion in strict accordance with the Contract Documents.
- 2.2 Contractor shall carry out the Work at all times with the greatest possible dispatch and complete the entire Work under this Contract within the working days set forth in the Contract Specifications (the "Completion Date").
- 2.3 The County and Contractor recognize that time is of the essence of this Contract and that County will suffer financial loss in the form of lost revenues, contract administration expenses, and other expenses if the Work is not completed within the time specified in paragraph 2.2 above, plus any extensions allowed in accordance with the Contract Documents. Contractor and the County agree that because of the nature of the Work, it would be impractical or extremely difficult to fix the amount of actual damages incurred by the County because of a delay in completion of the Work.

Accordingly, the County and Contractor agree that Contractor shall pay the County liquidated damages in accordance with the Contract Specifications.

- 2.3 Liquidated damages for delay shall only cover and be in lieu of the actual damages suffered by the County as a result of delay referenced above. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, cost of temporary replacement facilities, damages suffered by others who then seek to recover their damages from the County (for example, delay claims of other contractors or subcontractors), and defense costs thereof.

to this project are hereby made a part of and incorporated herein by reference into this Contract. The Contract Documents include:

- a) Invitation to Bid No. 16-06 and Bid from successful bidder;
- b) Construction Contract (including Attachment A - FHWA Form 1273);
- c) Contract Specifications;
- d) Project Plans;
- e) Escrow Agreement, if any;
- f) Standard Specifications and Standard Plans of the California Department of Transportation dated 2010 and as subsequently revised;
- g) Agreement and Release of Any and All Claims;
- h) Contractor, Subcontractor and Subconsultant List;
- i) Notice to Proceed;
- j) Construction Performance Bond; and,
- k) Construction Labor and Material Payment Bond.

6.2 There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented as provided in the Contract Specifications. In the event of a conflict between the Contract Specifications and the Caltrans standard specifications, the Contract Specifications shall prevail.

Article VII. Miscellaneous

7.1 Terms used in this Contract are defined in the Contract Specifications, and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance is any party signing this Contract for or on behalf of the County or acting as an employee or representative of the County liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 The successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, physical handicap, mental condition, marital status or sex. The Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's committee on Equal Opportunity created thereby. The Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

7.4 Contractor agrees to adhere to the County's policy regarding Alcohol-Free and Drug-Free Workplace while working on County premises by executing said policy attached to the Contract Specifications and incorporated herein as part of this Contract.

7.5 Title to Materials. All material resulting from removal work, except as specified otherwise, shall become the property of the Contractor and shall be disposed of in accordance with Federal, State and local regulations and the Contract Documents.

7.6 Assignment. This Contract shall not be assigned nor shall any work to be performed herein by Contractor or Subcontractor or money due or to become due be assigned without express written consent by the Board of Supervisors of Amador County.

7.7 Contractor shall indemnify, defend (upon the request of the County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals and have executed this contract in quadruplicate the day and year first above written.

COUNTY OF AMADOR:

CONTRACTOR:

By: _____
Chairman, Board of Supervisors

By: _____

Title: _____

Federal I.D. number _____

APPROVED AS TO FORM:
GREGORY GILLOT
County Counsel of Amador County

ATTEST:
JENNIFER BURNS
Clerk of the Board of Supervisors

By: _____

By: _____

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 16, 2016

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

Phone Ext. X759

Department Head Signature _____

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>05/24/16</u>	

Agenda Title: Award of RFP 16-04 County-wide Intrusion, Card Access, Video Surveillance & Fire Alarm Systems Upgrades

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

Please see the attached memorandum.

Recommendation: (1) Authorize the General Services Director to negotiate with Signal Service to further reduce costs identifying the most critical changes needed and; (2) Authorize the General Services Director and County Counsel to develop agreement with Signal Service based upon the attached sample agreement at a price determined to be fair and reasonable and; (3) Authorize in-house solutions when cost effective (i.e. installation of video systems) and; (4) Authorize the Chairman to execute said agreement contingent upon agreeable terms and conditions with Signal Service.

Recommendation/Requested Action:
See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate) To be Determined Staffing Impacts To be Determined

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

Request Reviewed by:

Chairman _____ Counsel GG

Auditor JOR _____ GSA Director Hop

CAO [Signature] _____ Risk Management [Signature]

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

GSA-Jon Hopkins, Information Technology-Jeff White Risk agreement please

FOR CLERK USE ONLY

Meeting Date 5-24-16 Time _____ Item # 7B

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

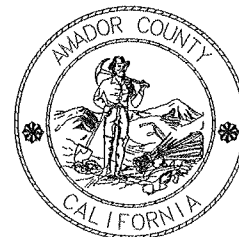
Absent: _____ Comments: _____

<p>Distributed on _____</p> <p>Completed by _____</p>	<p>A new ATF is required from _____</p> <p style="text-align: center;">Department</p> <p>For meeting _____</p> <p>of _____</p>	<p>I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.</p> <p>ATTEST: _____</p> <p style="text-align: center;">Clerk or Deputy Board Clerk</p>
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Save

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642
LOCATION: 12200-B Airport Road, Martell, CA
PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: jhopkins@co.amador.ca.us



MEMORANDUM

TO: Board of Supervisors
FROM: Jon Hopkins, GSA Director *jhop*
DATE: May 11, 2016
SUBJECT: RFP 16-04

On Thursday, April 28, 2016 at 1:30 p.m. RFP's for Amador County County-wide Intrusion, Card Access, Video Surveillance and Fire Alarm Systems Upgrades and Monitoring - RFP No. 16-04 were received, opened and read publicly. Three (3) proposals were received; below are the results that show upfront hardware, software and labor cost, including monthly monitoring costs.

1. Signal Service - \$83,389.40 (Monthly Monitoring \$1,156.50.00)
2. RFI Communications & Security Systems (RFI) - \$191,681.00 (Monthly Monitoring \$595.00 Incomplete, did not include pricing for card access, panic buttons or video surveillance)
3. Industrial Electronic Systems (IES) - \$513,500.00 (Monthly Monitoring \$5,985.00)

In this particular case the project requires a team of individuals with varying skills and needs which included most Departments, I.T., and GSA (Team). The project is complicated because of the complexity associated with various systems (Intrusion, Card Access, Video Surveillance and Fire Alarm) that either no longer have software support, do not currently work, or do not meet an individual department's needs. The complexity includes innovation, the degree of change with technology, County resources, integration and the number of interfaces, cost and flexibility, desired outcomes and requirements, equipment needs, proposer's qualifications and solutions, and familiarity with new technological solutions.

The final solution is one that will reside with the County for years, making the selection challenging as on-going maintenance, training, future technological changes and cost must be considered as well.

In this case, Signal Service used an approach that utilizes existing equipment and replaces software and hardware no longer supported or available. As noted above, the costs are still prohibitive. RFI is deemed non-responsive as they did not follow instructions and did not provide a detailed cost proposal; they did provide a lump sum which is meaningless as we could not determine specific cost for any particular service or department. IES provided a proposal that replaces all software and hardware with a solution that fully integrates intrusion, fire and access control with one system, yet is cost prohibitive.

Therefore, in consideration of the aforementioned the following is recommended.

Recommendation: (1) Authorize the General Services Director to negotiate with Signal Service to further reduce costs identifying the most critical changes needed and; (2) Authorize the General Services Director and County Counsel to develop an agreement with Signal Service based upon the attached sample agreement at a price determined to be fair and reasonable and; (3) Authorize in-house solutions when cost effective (i.e. installation of video systems) and; (4) Authorize the Chairman to execute said agreement contingent upon agreeable terms and conditions with Signal Service.

cc: Chuck Iley, County Administration Officer
File

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of [REDACTED], 2016 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and [REDACTED], a California [REDACTED] (**Corporation, Sole Proprietor, etc.**) (the "Consultant").

RECITALS

- A. County desires to engage professional assistance to provide the hereinafter set forth special services.
- B. Consultant is in the business of providing services similar to those set forth in this Agreement.
- C. County desires to engage Consultant, and Consultant desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

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

1. SERVICES TO BE RENDERED BY CONSULTANT.

- 1.1 Upon request from County, Consultant will provide all equipment, supplies and personnel to perform professional [REDACTED] services for Amador County [REDACTED] Department (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Consultant shall comply with all applicable Federal, State and local laws relating to Consultant's performance of this Agreement.
- 1.2 Consultant shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the Work and resolve matters of concern; (b) require Consultant to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.
- 1.3 Consultant is authorized to proceed immediately following full execution of this Agreement and delivery and approval of required insurance documents as required by Section 11. Performance of the Work shall be completed within the time required herein or prescribed for an individual task by County; provided, however, that if performance is delayed by earthquake, flood, high water or other act of God,

or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by the number of days equal to the number of days of delay.

- 1.4 Consultant shall complete each project assigned by County in accordance with an agreed-upon schedule.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Consultant all existing documents and information applicable to any assigned project constituting the Work.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Consultant's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Consultant acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
4. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate upon the earlier of the successful completion of the Work or [REDACTED] (day[s], year[s], etc.) following the date of execution, unless extended in writing by mutual agreement of the parties. County reserves the right to terminate this Agreement with or without cause on [REDACTED] (XX days) written notice to Consultant. In the case of such early termination, Consultant shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

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

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

- 5.2 County shall make payment to Consultant within 30 days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.
- 5.3 Consultant shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.
- 5.4 In the event Consultant claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Consultant shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Consultant under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

- 6.1 Consultant shall supervise and direct the Work, using Consultant's best skill and attention. Consultant shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
- 6.2 Consultant shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform the Work, Consultant shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.3 Consultant shall be responsible to County for the acts and omissions of Consultant's employees, subconsultants, and their agents and employees, and any other persons performing any of the Work under a contract with Consultant.
- 6.4 A subconsultant ("Subconsultant") is a person or organization that has a direct contract with Consultant to perform any of the Work. Consultant shall not subcontract any portion of the Work unless pre-approved in writing by County. Consultant agrees that it is as fully responsible to County for the acts and omissions of Subconsultants and of persons either directly or indirectly employed by Consultant as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subconsultant and County.
- 6.5 Consultant agrees to bind every Subconsultant and every Subconsultant agrees to be bound by the terms of this Agreement as to that portion of the Work performed

by Subconsultant, unless specifically noted to the contrary in a subcontract approved in writing by County. Subconsultant agrees to be bound to the Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that the Consultant assumes toward County. Consultant agrees to be bound to the Subconsultant by all of the obligations that County assumes to Consultant under this Agreement as to the portion of the Work performed by Subconsultant.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of a project, as a part of any such conference, Consultant shall cooperate fully with the parties involved and shall arrange for qualified representatives of Consultant, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONSULTANT NOT EMPLOYEE OF COUNTY. It is understood that Consultant is not acting hereunder as an employee of County, but solely as an independent consultant. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC. Consultant represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession and to perform the Work. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Consultant or its principals to practice its profession and perform the Work. Consultant further represents and warrants to County that any Subconsultant engaged by Consultant to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subconsultant to perform the portion of the Work that is the subject of the subcontract at issue.
11. INSURANCE.
 - 11.1 Consultant shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:
 - 11.1.1 Commercial General Liability (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per "Occurrence," including products-completed operations,

personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. Coverage must include any vehicle.

11.1.3 Professional Liability - (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the policy provides coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

11.1.4 If the Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by Consultant.

11.2 Consultant shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642, faxed to (209) 223-6426, or emailed to risk@amadorgov.org. Certificates and endorsements shall refer to the project or work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Consultant's obligation to provide them. The County of Amador reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 11.3 Certificates of insurance and policy endorsements must include the following provisions:
- 11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and
 - 11.3.2 Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.
 - 11.3.3 Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Consultant's insurance and shall not contribute with it.
- 11.4 Consultant shall require each of its subconsultants to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.
- 11.5 Consultant shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to and approved by County's Risk Manager prior to beginning the Work. If any deductible or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Consultant's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Upon notice to either County or Consultant of any actual or alleged claim or loss arising out of or in connection with the Work, Consultant shall immediately satisfy in full any self-insured retention provisions of Consultant's policy in order to trigger policy coverage and defense for Consultant, additional insureds, and any indemnified party. Policies with self-insured retentions must be endorsed to allow the County to pay the self-insured retention in the event the Consultant is unable to or refuses to pay the self-insured retention.
- 11.6 Waiver of Subrogation: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant or agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

11.7 County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. **WORKERS' COMPENSATION INSURANCE.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of not less than \$1,000,000 per accident for bodily injury and disease. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives, or agents.

A Certificate of Exemption from Worker's Compensation Laws form is available for those with no employees.

13. **OWNERSHIP OF DOCUMENTS.** Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Consultant shall furnish, on request, all computations, plans, correspondence, manuals, warranties, and other pertinent data gathered or computed by Consultant for the Work prior to termination. Consultant may retain copies of such original documents for Consultant's files.

14. **INDEMNIFICATION.** Consultant agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Consultant or Consultant's officers, agents, employees, independent consultants, subconsultants, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity. Consultant's indemnity obligations shall not be limited by the amount of insurance provided.

15. **PUBLIC RECORDS ACT DISCLOSURE.** Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed by

County to be required by law or by court order.

16. **RESPONSIBILITY FOR ERRORS.** Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates, and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to the correction.
17. **NON-DISCRIMINATION.** Consultant shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Consultant will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Consultant shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
18. **CONFLICT OF INTEREST.** Consultant warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Consultant further agrees that in the performance of this Agreement no person having any such interest shall be employed by Consultant.
19. **ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.** Consultant acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: **Amadorgov.org/Policies**, which is hereby made a part of and incorporated herein by reference into this Contract. Consultant shall execute the policy acknowledgment attached hereto as **Attachment C**.
20. **NOTICES.** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Consultant:

██████████

To County:

Jackson, CA 94642

██████████

With a copy to:

Office of the County Counsel
810 Court Street

Jackson, CA 95642

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

21. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.
22. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.
23. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
24. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
25. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
26. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

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

COUNTY OF AMADOR

CONSULTANT:

_____, a California _____

BY: _____

Chairman, Board of Supervisors

BY: _____

Name:

Title:

Federal I.D. No.:

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR COUNTY
COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B – COMPENSATION

ATTACHMENT C

**ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY
AND DRUG & ALCOHOL TESTING POLICY FOR
FOR CONSULTANTS**

The undersigned, authorized signatory for [REDACTED] (the "Consultant"), certifies as follows:

1. Consultant has received a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG TESTING POLICY concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.

2. All of Consultant's officers, subconsultants, and agents who perform services pursuant to the Agreement to which this Attachment "C" is attached will abide by that policy as a condition of the Agreement.

3. If any of such officers, employees, subconsultants, and agent violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug and Alcohol Testing Policy, the County of Amador may terminate the Agreement immediately.

Company Name (if any): [REDACTED]

Signed: _____

Date: _____

Name: _____

Title: _____

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 3, 2016

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

Phone Ext. 625

Department Head Signature [Signature]

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>05/24/16</u>	

Agenda Title: Request to hire for (1) new position in Social Services.

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

Request to backfill (1) Social Worker I/II in APS due to employee retirement effective 07/08/2016.

This is a Merit Systems position and must be hired through the Merit Systems process.

Recommendation/Requested Action:

Authorize the requested action

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

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel GC

Auditor JOR

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

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

Copy of approved ATF to Marcia @ Social Services, HR, and Auditor

FOR CLERK USE ONLY

Meeting Date

5-24-16

Time

Item #

7C

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on

A new ATF is required from

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

Save

SOCIAL WORKER I

DEFINITION

Under close supervision, learning to determine the need for basic social services required by clients; to carry a limited non-complex caseload; and do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry/trainee level in the Social Worker class series. Incumbents in this class differ from the Social Worker II in that they work under close supervision in a training status and carry a limited, non-complex caseload while incumbents at the higher level generally carry a full caseload and are able to work with greater independence of action. Incumbents at this level are given constant and detailed supervision as they learn departmental organization, social services programs, basic case study methods and casework services. Incumbents are expected to promote to the Social Worker II level after successful completion of one (1) year of experience and shall not remain at the I level beyond one (1) year.

REPORTS TO

Social Services Supervisor or Program Manager

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

Studies and applies the principles and techniques of social work to a caseload which includes basic types of services problems; works in a trainee capacity while interviewing clients to determine the nature of their problems and develop basic services plans; carries out the less difficult provision of services, under relatively close supervision; makes referrals to other staff and other agencies as required by the type of case services needed; interprets social services rules, regulations and policies for clients and the public within a defined scope of responsibility; maintains necessary casework records; attends training courses designed to further an incumbent's understanding of social work processes and to increase their technical competence. Incumbents will be required to utilize a basic social services statewide computer system.

SOCIAL WORKER I - 3

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

Graduation from college, including successful completion of 30 semester units in social welfare, human services, sociology or other behavioral sciences.

OR

One (1) year of experience comparable to that of an Eligibility Worker II or Employment and Training Worker II.

AND

Successful completion of 30 college semester units in social welfare, sociology, human services or other behavioral sciences

OR

Three (3) years of experience comparable to that of a Vocational Assistant.

OR

One (1) year of full-time social work case management experience in a public or private social services agency.

Special Requirements: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

SOCIAL WORKER II

DEFINITION

Under supervision, to carry a case load of moderate difficulty involving the determination of need for social services by applicants or clients; to perform basic social studies to identify a need for more intensive casework services; to perform employability evaluations; to provide a variety of employment and training services; to provide casework services of a general nature; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the journey level class in the Social Worker series. Positions in this class differ from those in the Social Worker I in that incumbents are required to provide casework services requiring experience and background. The emphasis is on providing social or employment and training services on an independent basis rather than working in a learning or training capacity. Incumbents in this class receive more difficult assignments, requiring more skill and depth of knowledge than a Social Worker I. However, they do not receive assignments of the level of difficulty assigned to a Social Worker III. Social Worker IIIs' normally work with a higher degree of independence of action in administering services and making use of agency or community resources.

REPORTS TO

Social Services Supervisor or GAIN Coordinator.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

Carries a case load which includes cases with problems of difficulty; makes case studies to determine social service and/or employment and training needs of clients; may administer and interpret vocational measurement tests; may identify employment barriers and develop employment plans; may provide career guidance; develops and carries out social service treatment and/or employment and training plans for an assigned case load; may evaluate client compliance with employment goals; refers clients to other staff members; makes social studies and develops non-complex treatment plans; assists applicants and recipients in utilizing available resources for individual needs; coordinates services with local community groups and agencies; interprets the policies, rules, and regulations of the Department to applicants, clients and others within the scope of their responsibility; makes home calls in connection with casework assignments; prepares and maintains case records; compiles data for research studies; may be assigned to specialized functions; participates in in-service training and other staff development

SOCIAL WORKER II - 2

activities to increase knowledge of the social work and/or employment and training processes and achieve technical competence; receives casework consultation from professionally trained staff members; provides community outreach for various Department programs.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Socio-economic conditions and trends.
- Basic principles of individual and group behavior.
- Current issues in the field of social welfare.
- Problem-solving methodologies.
- Employment preparation and training programs.
- Employment planning and utilization of resources.
- Basic public welfare programs at the Federal, State and local levels.
- The general principles of public assistance and/or employment and training policies and programs.
- Principles and techniques of interviewing and recording of social casework.
- Laws, rules, and regulations governing the operation of a public welfare agency.
- Community organizations and social problems requiring the use of public and private community resources.
- Counseling methods and techniques.
- Basic principles involved in the development and implementation of personality and in-group processes.

Ability to:

- Understand and carry out Department programs, policies, and procedures.
- Obtain facts and analyze information, drawing sound conclusions.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Identify and evaluate needs and barriers to employment.
- Develop employment plans and goals.
- Communicate effectively, both orally and in writing.
- Establish and maintain client rapport on an individual basis.

SOCIAL WORKER II - 3

- Analyze situations and adopt effective courses of action.
- Develop skills in interviewing people, making interpretations and recording information.
- Maintain the confidentiality of case records.
- Effectively represent the Social Services Department in contacts with clients, the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.

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

One (1) year of experience comparable to a Social Worker I.

OR

One (1) year of social work casework experience.

AND

Successful completion of 30 college semester units in social welfare, sociology, social/human services, career planning, vocational guidance, employment counseling, or other behavioral science.

Special Requirements: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 19, 2016

From: Todd Riebe
(Department Head - please type)

Phone Ext. 453

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>May 24, 2016</u>	

Department Head Signature Todd Riebe

Agenda Title: Victims Crime Act (VOCA) Funding for Victim-Witness Program

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Request approval for a one time, two-year federal Victims Crime Act (VOCA) for funding to assist in filling victim services gaps/needs in Amador County.

Recommendation/Requested Action:
Approve one time, two-year federal Victims Crime Act (VOCA)

Fiscal Impacts (attach budget transfer form if appropriate) None at this time

Staffing Impacts _____

Is a 4/5ths vote required? Yes No

Contract Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Comments: <u>Grant attached.</u>			

Committee Review? N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor _____ GSA Director _____

CAO _____ Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date _____ Time _____ Item # 7D

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

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

Save