



Todd D. Riebe
District Attorney

Criminal Division	(209)223-6444
FAX	(209)223-6304
Investigations	(209)223-6444
Conservators/Guardian	(209)223-6450
Victim Witness	(209)223-6474

MEMORANDUM

TO: Administrative Committee

FROM: Todd Riebe

DATE: November 30, 2016

RE: Extend Contract for Limited-Term Deputy District Attorney

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

Please place this item on the Administrative Committee Agenda for Monday, December 12, 2016.

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is entered into as of December 20, 2016 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and MARY SIMMONS (the "Consultant").

RECITALS

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

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

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

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

1. SERVICES TO BE RENDERED BY CONSULTANT.

- I.1 Upon request from the District Attorney, Consultant will perform legal work for County's Office of the District Attorney (the "Work"). The Work is more particularly described on Attachment A attached and incorporated by this reference. Consultant shall comply with all applicable Federal, State and local laws relating to Consultant's performance of this Agreement.
- I.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.
- I.3 Consultant is authorized to proceed immediately upon full execution of this Agreement and assignment of tasks by the District Attorney.

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

3. CHANGES IN SCOPE OF SERVICES. Only 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 therein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement

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

4. TERM: TERMINATION OF AGREEMENT. Either party may terminate this Agreement immediately for cause. Either party may terminate this Agreement without cause on thirty (30) days' written notice to the other party. In the case of such early termination, Consultant shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.
5. COMPENSATION TO CONSULTANT. Consultant shall submit monthly invoices in arrears indicating for each item of the Work the task performed, hours of work expended (in quarter-hour increment), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses. Compensation to Consultant shall be paid on a time-and-materials basis in accordance with the fee schedule set forth on Attachment B attached and incorporated by this reference.
6. SUPERVISION OF THE WORK.
 - 6.1 Consultant shall supervise and direct the Work, using Consultant's best skill and attention. Consultant shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
 - 6.2 Consultant shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform the Work, Consultant shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
 - 6.3 Consultant shall be responsible to County for the acts and omissions of Consultant's employees, if any.
7. CONFERENCES, COURT PROCEEDINGS. Consultant shall attend all court proceedings involving the Work and, upon request of County, shall attend staff conferences as necessary involving the completion and coordination of the Work.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONSULTANT NOT EMPLOYEE OF COUNTY. It is understood that Consultant is not acting hereunder as an employee of County, but solely as an independent contractor. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Consultant has no authority or responsibility to exercise any rights or power vested in

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

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

11. INSURANCE.

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

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

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

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

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

11.3 Certificates of insurance must include the following provisions:

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

11.3.2 Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

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

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

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).

16. 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.
17. ALCOHOL-FREE AND DRUG -FREE WORK PLACE POLICY. Consultant acknowledges that it has received a copy of the County's policy regarding alcohol free and drug free workplace, and shall execute as acknowledgment of this policy in the form attached as Attachment C.

18. 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: Mary Simmons
Attorney at Law
PO Box 2721
Sacramento, CA 95812

To County: Office of the District Attorney
708 Court Street
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.

19. 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.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.

21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

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

COUNTY OF AMADOR

CONSULTANT

BY: _____
 CHAIRMAN, BOARD OF SUPERVISORS
 JOHN PLASSE

Mary Simmons

 MARY SIMMONS

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

ATTEST:
 JENNIFER BURNS, CLERK OF THE
 BOARD OF SUPERVISORS

BY: _____
 GREGORY GILLOTT

BY: _____
 DEPUTY

ATTACHMENT A
SCOPE OF WORK

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

Cases or projects as assigned by the District Attorney.

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

**ATTACHMENT B
PAYMENT SCHEDULE**

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

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

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

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




**AMADOR COUNTY
ADMINISTRATIVE AGENCY**

County Administration Center
810 Court Street ▪ Jackson, CA 95642-9534
Telephone: (209) 223-6470
Facsimile: (209) 257-0619
Website: www.co.amador.ca.us

December 8, 2016

MEMORANDUM

TO: Amador County Administrative Committee

FROM: Chuck Iley, County Administrative Officer 

RE: Creation of Budget Director Position in mid-Management Unit

I am recommending that the Board of Supervisors create a budget Director position in the Mid-Management Unit. The proposed job description is attached.

There is currently a Budget Analyst position in my office that is in the Confidential Unit. That position would be deleted and this position filled with the same employee.

This change in job description will allow greater flexibility as I would like to assign varied tasks to this employee. The first, and most pressing, task to be assigned is fiscal oversight of our tree mortality work. The consultants will be providing the services, but I would like to add a level of oversight over them to ensure that our methods will be acceptable to the State when it comes time for reimbursement.

This new job description also encompasses the wide variety of tasks that staff has already been performing.

If approved by the Administrative Committee, a revised Mid-Management resolution will be put on the next Board meeting agenda.

BUDGET DIRECTOR

DEFINITION

Under general direction, to organize and direct the development, preparation and monitoring of the County budget; to provide highly responsible and complex administrative and financial support to the County Administrative Officer, Board of Supervisors and County Departments; to plan, direct, coordinate, review and participate in fiscal and administrative activities and special projects; to develop and implement policies and procedures affecting the County budget and related aspects; and to perform other duties as required.

DISTINGUISHING CHARACTERISTICS

This single position classification professional position is responsible for developing and managing the County-wide budget, including ongoing reviews and the reporting process, and for a variety of administrative policies and procedures related to budget and fiscal practices and administrative practices and processes. The position also provides liaison with and support to departments in all phases of budget development, implementation, and ongoing review.

The class is distinguished from that of Budget Analyst by the latter's performing advanced analyst-level budget analysis, financial and administrative reports, and coordination with Department Heads and staff relating to special budgetary, financial and administrative projects.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the County Administrative Officer (CAO).

May exercise supervision or lead direction over professional, technical, and clerical employees

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Manage and coordinate County budget preparation, development, reviews, publication and monitoring; review final budget presentation with justifications; and perform budget preparation and analysis.
- Advise County Administrator and Departments of possible budget deviations, problems, and events likely to impact operations; analyze and explain causes; and measure impact on department mission and resources and operations

- Advise and Consult with Departments on issues related to budget preparation, analyses, presentation, and review; analyze and review departmental budgets, provide recommendations and alternative solutions to department(s), assist in reframing departmental budgets to better reflect the goals and objectives of the County. Support departments regarding sensitive and complicated fiscal, policy and program issues and efforts
- Coordinates Position Control tracking with Human Resources and Payroll Departments
- Construct forecasts and estimates for revenue and expenditure projections; provide alternative budget scenarios for discussion and finalize budget in accordance with County Administrator and Board of Supervisors' direction and input.
- Create and maintain working spreadsheets and statistical reports for budget analysis; implement necessary adjustments; and maintain fiscal controls. Track budget variances. Ensure that proper and generally accepted budget and fiscal accounting practices are being followed
- Support departments in creating effective and appropriate budget and fiscal-related agenda items, memoranda, and correspondence for the County Administrative Officer and Board of Supervisors' review; advise and assist departments in the development of appropriate explanations, documentation, and justification to support budget related agenda items.
- Prepare agenda items and budget adjustments for presentation to the Board of Supervisors and other key County officials as needed.
- Provide as assigned lead, supervisory or technical direction to professional, technical and clerical staff.
- Assist in employee compensation and benefit costing and management, provide financial support to County bargaining team for labor contract costing; provide financial reports relating to County employee compensation and benefit costs. Oversee, coordinate, gather data and participate in research and analyses on a variety of budget and financial issues and topics; perform extensive review of related issues through interviews, correspondence, reading and other research methods; prepare highly detailed, comprehensive reports relating findings to the specific needs and concerns of the County; provide recommendations to the County Administrative Officer and Board of Supervisors
- Oversee, coordinate, and participate in designated special project(s) and /or program(s) and serve as the subject matter expert; develop implementation strategies and monitor the status of assigned program(s) and/or project(s); provide leadership and direction to interdepartmental team members; prepare related reports, correspondence and memoranda, and make presentations that include recommended action to the County Administrative Officer and Board of Supervisors
- Review and make recommendations regarding a wide variety of proposals, contracts and other actions related to in-depth budgetary, organizational, staffing, service delivery and policy analysis.

- Maintain current expertise in designated specialty areas; monitor current events and changes to laws; analyze and report on the impact of pending federal and state legislation having potential significant fiscal impact on the County.
- Prepare and present responses as directed, and/or recommendations in response to budget and fiscal related questions, issues or concerns related to project(s), program(s) and other specialty areas.
- Recommend financial, fiscal, and administrative actions to County Administrator and Departments in order to improve County operations.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Principles and modern methods of public and business administration as related to public finance, budgeting and fiscal control including forecasting and financial analysis in a public agency
- Principles of management analysis and organizational design necessary to manage, analyze, recommend and evaluate budget proposals
- Methods and techniques of accounting and financial analysis as approved under Generally Accepted Accounting Principles (GAAP)
- Techniques of planning and reporting budgetary analysis and review
- Principles, programs, and practices of California local government fiscal management and budget control including knowledge of California budgetary laws and regulations
- Principles and practices of fiscal, statistical, and administrative research and report preparation
- Long range financial projecting and forecasting techniques, and public financing methods
- Principles and practices of project management and employee supervision/lead direction; including work planning and staff training
- Organization, function, and administrative structure of public agencies, including the role of an elected Board
- Data analysis and statistical representation techniques as well as computer applications related to the work, including spreadsheets, word processing, database applications, and basic methods of graphic presentation
- Standard and accepted English usage, spelling, punctuation and grammar
- Standard and accepted modern research and data collection techniques, including the use of surveys and questionnaires
- Basic concepts of employee relations in a public agency setting

- Pertinent local, state, and federal laws, guidelines, regulations, and statutes

Ability to:

- Direct and manage advanced administrative, fiscal, and operational activities
- Develop monitor and implement a complex annual budget for a public agency
- Define and resolve problems; collect, analyze interpret and evaluate a variety of data, budget and technical reports; interpret and evaluate staff reports; problem-solve operational and technical policies and procedures; Develop and administer policies, guidelines and procedures
- Communicate financial information to management and staff in a simple, concise and effective manner
- Perform complex mathematical and statistical calculations accurately
- Analyze and make sound recommendations on complex financial data
- Prepare clear, concise, and comprehensive financial analyses, reports, and written materials as well as charts, tables and presentation materials
- Exercise independent analysis and judgment in solving difficult and complex administrative, management, and technical problems
- Perform and direct performance of complex/advanced financial analytical functions
- Exercise sound, independent judgment, within general policy guidelines including review and approval of budget changes, within delegated limits and consistent with County policy and procedures
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals
- Represent the County effectively in meetings with staff and public, with groups and/or individuals, including making effective oral presentations
- Monitor proposed state and federal budgetary or legislative actions to identify potential impact to the County's fiscal situation
- Read, analyze, evaluate and summarize written materials and statistical data including reports, financial reports and budgets
- Maintain current knowledge of budget and fiscal laws and regulations
- Plan, supervise and evaluate on a lead basis the work activities of professional, technical, and clerical staff
- Prepare reports, statistical data, forms, presentations, questionnaires and surveys
- Interpret and apply pertinent local, state, and federal laws and regulations

- Analyze situations quickly, accurately and objectively, apply appropriate elements of decision-making and determine the proper course of action
- Use a computer, calculator, typewriter, telephone, facsimile machine, scanner, and photocopy machine
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective working relationships with those contacted in the performance of required duties
- Work under minimal supervision with extensive latitude for the use of initiative and independent judgment
- Obtain information through interview and discussion process; successfully accomplish multiple assignments; and deal firmly and courteously with the public in a tactful and effective manner

TYPICAL WORKING CONDITIONS

Mobility to work in a standard office environment, use standard office equipment and travel to various work sites; vision to read printed materials and a computer screen; and hearing and speech to converse over the telephone and in person. Work is performed in an office environment; continuous contact with staff and the public. May occasionally require evening and weekend work.

MINIMUM EDUCATION, TRAINING AND EXPERIENCE

Education: Graduation from a four- year college or university with major coursework in business or public administration, public policy or a field related to the work; A master's degree in business, public administration or a related field is desirable; and

Experience:

Four years performing professional level budgetary analysis experience in budgeting, accounting, finance in a public and/or governmental agency

SPECIAL REQUIREMENTS:

License or Certificate:

Possession of a valid California driver's license