

DEPARTMENT: TREASURER

BY: Marjorie J. Wass
PHONE: 209-966-2007

RECOMMENDED ACTION AND JUSTIFICATION:

Approve an Extra Help Employment Agreement with Marian Spacke effective 2/1/2003 through 6/30/2003 at an hourly rate equal to the amount she received prior to her retirement. Marian will work on an as needed basis to further the training of the newly hired Deputy Treasurer. The total amount estimated is \$4,788.00 at an hourly rate of \$19.95. This position performs, oversees, monitors and coordinates operational banking and investment procedures for the County. This is a complex and high level position with multiple functions and is responsible for managing all financial aspects from receipting deposits to monitoring County cash flow needs, maintaining proper documentation for bank accounts and investment portfolios. Because of the critical nature of this position not only within the department but for the County as a whole it would be beneficial to have Marian Spacke, the retiree in this position to come in on an as needed basis to assist the newly hired employee. The two week overfill which began January 15, 2003 was very beneficial on the day to day functions, but does not address crucial deadlines and functions like first of month reports, quarterly reports and numerous other aspects of this desk including investment maturities, that arise periodically. The funding would come from salary savings from retired incumbent's position and other staffing changes.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board has previously approved transfer of funds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve this action however negative action would result in the Deputy Treasurer/ Public Administrator position missing a key opportunity and not having the benefit or understanding of working through the critical task of this position with the seasoned incumbent as consultant on an as needed basis for specific tasks.

Financial Impact? <input checked="" type="checkbox"/> Yes () No	Current FY Cost: \$	Annual Recurring Cost: \$
Budgeted In Current FY? () Yes <input checked="" type="checkbox"/> No () Partially Funded		
Amount in Budget: \$ <u>0</u>	List Attachments, number pages consecutively	
Additional Funding Needed: \$ <u>4,788</u>	1 - 3	Personal Service Agreement
Source:	4	Budget Action Form
Internal Transfer <u>X</u>	_____	
Unanticipated Revenue _____	4/5's vote	_____
Transfer Between Funds _____	4/5's vote	_____
Contingency _____	4/5's vote	_____
() General () Other	_____	

CLERK'S USE ONLY:

Res. No.: 03-48 Ord. No. _____
Vote - Ayes: 5 Noes: _____
Absent: _____
hww Approved
() Minute Order Attached () No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.
Date: _____
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: _____
Deputy

COUNTY ADMINISTRATIVE OFFICER:

_____ Requested Action Recommended
_____ No Opinion
Comments:

CAO: *[Signature]*

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
001	0108-422	0187	Acct. Tech I/II/III			3000
001	0108-422	0102	Assist. Treas/Tax Coll			1800
001	0108-422	0201	Extra Help		4800	
001	0104	414-1090	GENERAL CONTINGENCY			
TOTALS					4800	4800

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS						

ACTION REQUESTED: (Check all that apply)

- Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or transferring appropriation from Contingencies
- Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

JUSTIFICATION Transfer funds to cover extra help required for Treasurer's desk

DEPT HEAD SIGNATURE Marjorie J. [Signature] DATE 1-24-03
 APPROVED BY RES NO. 03-48 CLERK [Signature] DATE 2-4-03

DEPARTMENT Treasurer / Tax Collector AUDITOR'S USE ONLY
BA #

EXTRA-HELP EMPLOYMENT AGREEMENT

This AGREEMENT is entered into on the date last below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Marian Spacke, hereinafter referred to as "EMPLOYEE", for services to be provided to Mariposa County.

WITNESSETH:

WHEREAS, COUNTY is in need of services to be provided to the County Treasurer's Department, and

WHEREAS, EMPLOYEE is qualified and desires to provide services to the COUNTY Treasurer's Department;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the PARTIES hereto agree as follows:

1. EMPLOYEE agrees to provide the services described in Paragraph 2 below, and to perform the tasks as set out therein, to COUNTY, commencing Feb. 1, 2003 and terminating Jun. 30, 2003. EMPLOYEE shall work a total of 240 HOURS, as shown in the approved budget. EMPLOYEE shall not be entitled to work in excess of 240 HOURS without prior Personnel Director's approval, as necessary. Said services and/or tasks shall be conducted at the direction of Marjorie J. Wass (Supervisor's Title), who shall be responsible for administering the terms of this AGREEMENT. (Under no condition shall any extra-help employee be permitted to work for COUNTY in excess of EIGHT HUNDRED SIXTY (860) HOURS during the term of this AGREEMENT unless prior approval is obtained from the Personnel Director.)

2. Services and/or tasks to be performed by EMPLOYEE:

Those services and duties as described in the job classification of Deputy Treasurer.

3. **EMPLOYEE** is an extra-help employee of the **COUNTY** and as such shall not receive benefits, including, but not limited to, insurance, sick leave, vacation leave, or any other benefits which regular full-time **COUNTY** employees receive. **EMPLOYEE** understands and agrees that **EMPLOYEE** is not entitled to job rights of regular full-time **COUNTY** employees, including but not limited to grievance procedures.

4. **EMPLOYEE** shall receive workers' compensation benefits.

5. **COUNTY** agrees to pay **EMPLOYEE** an hourly rate commensurate with Step 5 of the classification rate for the classification described in Paragraph 2 above, or an hourly rate established for the extra-help classification as described in Paragraph 2 above. The hourly rate shall be the sum of Nineteen and 95/100 DOLLARS (\$ 19.95) per hour, for services as described above. Payments will be made upon submission of an "HOURLY TIME SHEET", and shall be submitted to the Auditor as prescribed by the Auditor's monthly payment schedule. By the processing of this **AGREEMENT** the Personnel Director's Office verifies the classification contained in Paragraph 2 above and the hourly rate contained herein.

6. Any notifications which need to be forwarded to a **PARTY** to this **AGREEMENT** shall be provided as follows:

COUNTY: Personnel Director
P. O. Box 784
Mariposa, California 95338

EMPLOYEE:
Marian Spacke
PO Box 92
Mariposa, CA 95338

7. This **AGREEMENT** may be terminated immediately by **EITHER PARTY** hereto, with or without cause. In such a circumstance, **EMPLOYEE** shall be reimbursed by **COUNTY** for the hours worked prior to termination in accordance with this **AGREEMENT**.

8. All material, literature, documentation, research, notes or calculations, whether completed or not, and regardless of when obtained, developed or otherwise acquired by **EMPLOYEE** as a result of this **AGREEMENT**, shall become the property of **COUNTY** and **COUNTY** shall retain all rights to dispose, print or publish, or otherwise utilize it as it deems appropriate.

9. COUNTY shall provide working space, supplies, materials and other such support, as can reasonably be provided, to EMPLOYEE in the performance of the services and tasks as described herein. COUNTY shall reimburse EMPLOYEE for all travel and other expenses incurred in the authorized performance of the services and tasks as described herein, as prescribed by COUNTY policy.

10. This AGREEMENT is an Extra-Help Employment Agreement between COUNTY and EMPLOYEE for the services of EMPLOYEE. No other person, associate or firm may be substituted by EMPLOYEE at any time without the express written consent of COUNTY.

11. This AGREEMENT shall be interpreted pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto executed this AGREEMENT.

EMPLOYEE:

COUNTY OF MARIPOSA

Marian Spacke
Signature

Marysue J. Lass
Department Head Signature

Marian Spacke
(Printed or Typed Name)

Date: 1/24/03

Date: 1-24-03