DEPARTMENT: TREASURER

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 receiving 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? [ ] Yes ( ) No Current FY Cost: $ 
Budgeted In Current FY? ( ) Yes [ ] No ( ) Partially Funded 
Amount in Budget: $4,788 
Additional Funding Needed: $4,788 
Source: 
Internal Transfer X 
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.: 68 
Ord. No. 
Vote - Ayes: 5 
Noes: 0 
Absent: 
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: 

Revised Dec. 2002
# BUDGET ACTION FORM

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<th>DEP/DIV</th>
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<th>DESCRIPTION</th>
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**TOTALS**

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## TRANSFER BETWEEN FUNDS

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**TOTALS**

## ACTION REQUESTED:

( ) 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

[Signature]

DATE 1-24-03

## APPROVED BY RES NO.

03-45

CLERK [Initial]

DATE 2-4-03

## DEPARTMENT

Treasurer / Tax Collector

Budget Revision Form Revised 07/2000
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

[Signature]  [Signature]
Marian Spacke  Mariposa D. Cass
(Printed or Typed Name)  Department Head Signature

Date: 1-24-03  Date: 1-24-03