

MEMORANDUM
OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLACER

TO: Honorable Board of Supervisors

FROM: Mike Boyle, Assistant County Executive Officer

DATE: June 12, 2007

SUBJECT: Approve the contract with Robert Enos to provide Secretarial services to the Granite Bay Municipal Advisory Council.

ACTION REQUESTED

Approve the contract with Robert Enos to provide Secretarial services to the Granite Bay Municipal Advisory Council.

BACKGROUND

The duties of the MAC Secretary include:

- Transcribe all regular meeting agendas for GRANITE BAY MAC meetings, to be publicly posted and mailed no later than one week prior to each regular meeting.
- Transcribe all special meeting agendas for GRANITE BAY MAC meetings, to be publicly posted and mailed no later than 24 hours prior to each special meeting.
- Attend all regular and special GRANITE BAY MAC meetings.
- Prepare summary minutes for each regular and special meeting of the GRANITE BAY MAC, to be completed no later than two weeks after each meeting.
- Distribute agendas and minutes for GRANITE BAY MAC.
- Transcribe and distribute correspondence prepared by the MAC chair or other members, as directed by the MAC chair, for the GRANITE BAY MAC.

FISCAL IMPACT

Funding is allocated within the Board of Supervisors' budget. The amount is \$150 per meeting.



PLACER COUNTY
BOARD OF SUPERVISORS

APPLICATION FOR MEMBERSHIP ON
ADVISORY BOARD OR COMMISSION

THE FOLLOWING IS PUBLIC INFORMATION

APPLICATION FOR MEMBERSHIP ON: GRANITE BAY MAC
(NAME OF BOARD, COMMISSION, OR COMMITTEE)

IF THIS BOARD/COMMISSION/COMMITTEE CALLS FOR A SPECIFIC TYPE MEMBER, PLEASE INDICATE THE POSITION FOR WHICH YOU ARE APPLYING: SECRETARY

NAME: ROBERT J. ENDS

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: 4TH

TIMES YOU ARE AVAILABLE FOR MEETINGS: DAYS: WED. TIMES 5:00-10:00PM

EMPLOYMENT EXPERIENCE/PROFESSION (A RESUME MAY BE ATTACHED): SEE ATTACHED

ORGANIZATION/COMMUNITY EXPERIENCE: SEE ATTACHED, AND
ROSEVILLE CHAMBER OF COMMERCE

EDUCATIONAL EXPERIENCE: SEE ATTACHED

APPLICATIONS WILL BE RETAINED FOR TWO YEARS

APPLICATION MUST BE FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS
175 FULWEILER AVENUE, ROOM 101, AUBURN, CALIFORNIA 95603

DATE: 05/04/2007 SIGNATURE Robert J. Ends

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ROBERT J. ENOS

PROFESSION

Partner, BPE Law Group, Inc.

December 2001 to present

Duties: Real estate, land use, business law and other practice areas. Litigation and transactions in most every Northern and Central California Courts as well appearances before many government and community organizations.

Associate Attorney, Hollingshead, Bennett & Jackson

December 1999 to December 2001

Duties: Litigate defense oriented personal injury and construction defect cases.

Associate Attorney, Pagliero & Sanders

October 1997 to December 1999

Duties: Litigate third and first-party insurance defense cases.

Associate Attorney, Law Offices of Jeffrey L. Jacobs

April 1996 to October 1997

Duties: Engaged in all aspects of plaintiff oriented personal injury cases.

Legislative Aide, Republican Office of Research (Assembly)

August 1995 to April 1996

Duties: Assisted various Assembly members in the analysis and development of tort reform legislation.

Graduate Legal Assistant, California Department of Food and Agriculture (CDFA)

November 1994 to May 1995

Assisted Standardization Division Chief with various matters. Liaison between CDFA, industry, and counsel.

Legislative Aide to Assemblyman Gil Ferguson (District -70, Newport Beach)

January 1989 to November 1994

Duties: Drafted and promoted legislation; met with government representatives and constituents on the Assemblyman's behalf.

EDUCATION

Juris Doctorate, May 1995 (State Bar No. 182956)

Lincoln Law School of Sacramento, CA

Bachelor of Arts in Government, May 1989

California State University, Sacramento, CA

Associate of Arts in Liberal Arts, January 1987

American River College, Carmichael, CA

OTHER QUALIFICATIONS

Pro Tem Judge in El Dorado County Superior Court since 2003.

Eleven years experience in civil litigation.

Seven years experience in the legislative process.

Lifetime resident of the Sacramento area.

Ten year resident of Placer County.

DESCRIPTION:
CONTRACT FOR PROFESSIONAL SERVICES
FOR SECRETARIAL DUTIES FOR THE GRANITE
BAY MUNICIPAL ADVISORY COUNCIL

CONTRACT NO. _____
BEGINS: <u>June 12, 2007</u>
ENDS: _____
ADMINISTERING AGENCY: <u>BOS</u>

This agreement made on June 12, 2007, by the County of Placer, referred to hereafter as COUNTY and ROBERT ENOS, referred to hereafter as SECOND PARTY.

WITNESSETH:

WHEREAS, the COUNTY wishes to obtain certain services, and

WHEREAS, SECOND PARTY is willing to perform such services,

NOW, THEREFORE, in consideration of the mutual agreements described below, the contract is agreed by the parties signing below as follows:

1. SCOPE OF WORK COUNTY hires SECOND PARTY as an independent contractor to do the work listed in the Section entitled *Scope of Work*, attached below.
2. AMENDMENT OF SCOPE OF WORK Said *Scope of Work* may be amended with the written approval of the Board of Supervisors. However, no such amendments will create any additional liability to the COUNTY or additional compensation to the SECOND PARTY without further action by the Board of Supervisors.
3. TIME OF COMPLETION SECOND PARTY agrees to complete all work and other duties as described in the *Scope of Work*.
4. PROGRESS REPORTS SECOND PARTY shall submit progress reports and prepared documents as requested by COUNTY.
5. AMOUNT OF PAYMENT COUNTY shall pay the sum of *one-hundred fifty dollars (\$150) per meeting* to SECOND PARTY as full payment for all services described below, performed for a regular or special MAC meeting. COUNTY shall pay the sum of *fifty dollars (\$50.00) per meeting* to SECOND PARTY as full payment for services performed when a MAC meeting is cancelled. SECOND PARTY may be reimbursed for additional expenses incurred while completing the work required by this contract, upon submission of *draft or approved minutes with an invoice and all receipts and with the prior approval of COUNTY staff*.
6. PAYMENT SCHEDULE Payment shall be made to SECOND PARTY as described below in the *Payment Schedule* for completion and acceptance of the work described in the *Scope of Work*; and for documented expenses approved by COUNTY staff.
7. RECORDS SECOND PARTY shall maintain during the period of this contract complete detailed records of work performed under this agreement in a form

acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to SECOND PARTY until COUNTY is satisfied that work of such value has been completed as described in this contract.

8. EMPLOYEES OF SECOND PARTY All persons performing services for SECOND PARTY shall be solely employees of SECOND PARTY and not employees of COUNTY. SECOND PARTY shall be solely responsible for the salaries and other benefits, including Workmen's Compensation, of all such personnel.
9. HOLD HARMLESS SECOND PARTY agrees to hold harmless and indemnify COUNTY from every claim or demand of any kind or nature whatsoever which may be made by any person resulting from the action or inaction of SECOND PARTY or his/her officers, agents or employees under the terms of this agreement, and further agrees, at his/her own cost, expense and risk to defend any and all actions, suits, or other legal proceedings which may be brought against COUNTY as a result of such action or inaction, and further agrees that he/she will pay or satisfy any judgment which may be rendered therein.
10. NON-ASSIGNABILITY This contract, and the rights and duties it describes, shall not be assigned in whole or in part without the express written consent of COUNTY.
11. INSURANCE SECOND PARTY shall, at the time of signing this agreement, file with the COUNTY a Certificate of Insurance showing automobile liability coverage in the amount of not less than \$100,000/ \$300,000 Bodily Injury; and \$25,000 Property Damage or as approved by Risk Management.
12. CANCELLATION This agreement may be canceled by either party upon the giving of ten (10) days' advance written notice. Written notice shall be personally served or delivered by United States mail. In the event of cancellation by COUNTY, SECOND PARTY shall be paid for all work performed to the date of cancellation.

IN WITNESS WHEREOF, the parties signing below have executed this agreement on the day and year noted above.

COUNTY OF PLACER – COUNTY EXECUTIVE OFFICE

Thomas M. Miller, County Executive Officer

SECOND PARTY

Robert Enos

APPROVED AS TO FORM:

Anthony J. La Bouff, County Counsel

SCOPE OF WORK

1. Transcribe all regular meeting agendas for GRANITE BAY MAC meetings, to be publicly posted and mailed no later than one week prior to each regular meeting.
2. Transcribe all special meeting agendas for GRANITE BAY MAC meetings, to be publicly posted and mailed no later than 24 hours prior to each special meeting.
3. Attend all regular and special GRANITE BAY MAC meetings.
4. Prepare summary minutes for each regular and special meeting of the GRANITE BAY MAC, to be completed no later than two weeks after each meeting.
5. Distribute agendas and minutes for GRANITE BAY MAC.
6. Transcribe and distribute correspondence prepared by the MAC chair or other members, as directed by the MAC chair, for the GRANITE BAY MAC.

PAYMENT SCHEDULE

Payment shall be upon receipt of a detailed invoice *along with a draft or approved copy of minutes for said meeting(s)*. Payment will occur on or before the 25th day of the month following submission by SECOND PARTY to COUNTY of an invoice for the completed work; and for documented expenses approved by COUNTY staff.