

# 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:	
September 24, 2013	

To: Board of Supervisors

Agmt.

Date: September 24, 2013

From: Jim McCart, Amador Fire Protection District  
(Department Head - please type)

Phone Ext. x391

Department Head Signature 

Agenda Title: Agreement for Services

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

Services agreement between County of Amador and Koppel & Gruber Public Finance (K&G) relating to the Community Facilities District 2006-1 (Fire Protection Services) administration and annexations.

All costs for services are paid from CFD 2006-1 revenue as provided by GC53340. There is no cost to the County's general fund.

K&G have agreed to not increase the cost of their basic services or change any of the terms and conditions in their existing contract. Therefore, staff requests the Board to dispense with the formal RFP/Bid process and approve the Services Agreement with K&G.

Recommendation/Requested Action:

Approve agreement with Koppel & Gruber Public Finance

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

n/a

Is a 4/5ths vote required? Yes  No

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

Committee Review? N/A


Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

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)

AFPD

### FOR CLERK USE ONLY

Meeting Date September 24, 2013 Time 9 a.m. Item # 46

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 _____ of _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

Save

## CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and KOPPEL & GRUBER PUBLIC FINANCE, a California corporation (the "Consultant").

### RECITALS

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

B. Consultant is in the business of providing consulting 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 THEREFOR, 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 special tax consultant services (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 upon full execution of this Agreement. Performance of the Work shall be completed within the time required herein or prescribed for an individual task by County.

2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Consultant all existing documents or data in the possession of County 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 on June 30, 2018. County reserves the right to terminate this Agreement with or without cause on seven (7) 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.
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 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 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, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Consultant.
  - 6.4 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Consultant to perform any of the Work. Consultant agrees that it is as fully responsible to County for the acts and omissions of Subcontractors 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 Subcontractor and County.

- 6.5 Consultant agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor 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 Subcontractor by all of the obligations that County assumes to Consultant under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the 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 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 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 Subcontractor 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 Subcontractor 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 Liability - Commercial Liability Insurance of not less than One Million Dollars (\$1,000,000) limit per occurrence and Two Million Dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including volunteer excess medical coverage. Policy shall also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. Commercial General Liability shall be on an Occurrence Form.
- 11.1.2 Commercial Automobile Liability - Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit each person for bodily injury and property damage in the event that motor vehicles are used in the course of this Agreement. Coverage must include owned, non-owned, and hired vehicles.
- 11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than One Million Dollars \$1,000,000 per occurrence and Two Million Dollars \$2,000,000 annual aggregate. If Professional Liability insurance is written on a claims made form, Consultant shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
- 11.2 Consultant shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 or [Risk@amadorgov.org](mailto:Risk@amadorgov.org) as evidence that the 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 and policy endorsements 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 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 (10 days prior written notice for nonpayment of premiums); and
- 11.3.2 Commercial 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.

- 11.4 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.
- 11.5 Consultant shall require each of its subcontractors 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.
- 11.6 Consultant shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Consultant shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by County's Risk Manager prior to beginning the Work. In the event any deductible and/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.

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 his 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 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 correspondence, documents, 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 contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of



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. If a corporation, limited liability company, or general or limited partnership, Consultant shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Consultant authorizing or ratifying the execution of 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 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.
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.

[SIGNATURES ON FOLLOWING PAGE]



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

COUNTY OF AMADOR

CONSULTANT:  
KOPPEL & GRUBER PUBLIC FINANCE, a  
California corporation

BY: \_\_\_\_\_  
Chairman, Board of Supervisors  
Richard M. Forster

BY: \_\_\_\_\_  
Name: Lyn Gruber

Title: Principal

Federal I.D. No.: 47-0946843

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

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Greg Gillott

BY: \_\_\_\_\_  
Deputy

## EXHIBIT A

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### I. SCOPE OF SERVICES

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As Special Tax Consultant, Koppel & Gruber Public Finance (“K&G Public Finance”) will perform the following scope of services in relation to annexations to and ongoing administration of Community Facilities District No. 2006-1 (Fire Services).

#### A. Community Facilities District Annexations

K&G Public Finance will perform the following scope of work in relation to the CFD Annexations:

1. Participate in meetings and conference calls as necessary throughout the annexation process.
2. Gather development related information. Information typically gathered includes the type of development, number and size of units projected, absorption of development, anticipated sales prices of units and net acres of the finished project.
3. Prepare an annexation boundary map in accordance with the Streets and Highways Code, 18-inch by 26-inch format suitable for recording as well as 8-inch by 11-inch format including the following items.
  - a. CFD boundary for the annexed area.
  - b. Identification of Improvement Areas or Zones.
  - c. Configuration of Parcels at the time of annexation. This may include either assessor parcel numbers or recorded tract information.
4. Coordinate the appropriate signatures for the map and record the annexation boundary map after approval by the legislative body.
5. Verify the number of registered voters within the CFD with the County’s Registrar of Voters.
6. If the County requests, assist with the preparation and mail ballots to the voters in the district. We request that all documents be reviewed by the County Attorney or Special Counsel for annexations to the CFD.
7. Coordinate the appropriate signatures and record the Notice of Special Tax Lien upon completion of the annexation.

#### B. Administration Services – Community Facilities District

K&G Public Finance will perform the following scope of services in relation to the administration of the public services Community Facilities District.

1. Work with the County to account for costs associated with the ongoing administration of the CFD including, but not limited to, staff time, County costs, consultant and legal fees.
2. Track parcel changes and development changes and calculate the annual special tax for each parcel within the CFD.

3. Upon approval of tax rates by the Chief of the Amador County Fire District, place the special taxes on the County Tax Roll and provide the County with a verification of the total amount placed on the tax roll for the CFD.
4. Answer property owner questions regarding the CFD or special taxes placed on the tax roll.
5. Compile and submit the annual report required by Local Agency Special Tax and Bond Accountability Act under Government Code 50075.3 or 53411.
6. Prepare "Notice of Special Tax" as provided for in Government Code 53340.2(b) and 53341.5. A fee may be charged to the requestor as specified in Government Code 53340.2(b), currently \$10.00.
7. Monitor tax payments to the County twice a year after the December 10 and April 10 tax payment dates.
8. Be available to County Staff to answer questions in relation to the ongoing administration of the CFD.

## EXHIBIT B

### II. COMPENSATION

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We will provide the Scope of Services described above for the fees outlined below.

PROJECT	BASE FEE	FEE PER PROPERTY OWNER/ANNEXATION	PER PARCEL FEE
<b>ANNEXATIONS</b>			
CFD Annexation	N/A	\$2,500*	N/A
<b>ADMINISTRATION</b>			
CFD Administration	\$2,500 (annual)	N/A	\$5.00 (for first 2,500 parcels) \$1.00 thereafter

\* We would recommend that the County require an initial deposit from each property owner wishing to annex into the district in order to cover the annexation and bond counsel costs.

#### Expenses

In addition to the above mentioned fees, K&G Public Finance will bill for out of pocket expenses related to administration to cover the cost of electronic County data, recording fees, and travel expenses which will be capped at \$750 annually.

#### Billing Structure

K&G Public Finance will bill on a monthly basis for annexations based on hours performed on the project, not to exceed the fees quoted above and quarterly for administration.

#### Additional Services

If authorized by the County, K&G Public Finance will provide additional services not included in the above scope of services at the rates provided below unless otherwise agreed upon between the County and K&G Public Finance.

TITLE	RATE
Principal	\$180
Senior Associate	130
Associate	95
Production/Administration	60

**ATTACHMENT C**

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

The undersigned, authorized signatory for \_\_\_\_\_ (the  
“Consultant”), certifies as follows:

1. Consultant has reviewed 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, subcontractors, 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, subcontractors, 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.

Federal I.D. No.: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_