

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 05/21/2014

From: Theodore F. Novelli, Chairman
(Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/> Regular Agenda
<input type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: <u>05/27/2014</u>

Department Head Signature _____

Agenda Title: Kirkwood Out Valley Project

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Update by Mr. Michael Sharp, Kirkwood Meadows PUD, relative to the subject Project.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
Resolution Attached: Yes No N/A
Ordinance Attached: Yes No N/A

Committee Review? Name _____ N/A

Comments: _____

Committee Recommendation: _____

Request Reviewed by:
Chairman TFN Counsel _____
Auditor EDJ GSA Director hop
CAO _____ Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

FOR CLERK USE ONLY

Meeting Date 5/27/14 Time _____ Item # 6

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
Ayes: _____ Resolution _____ Ordinance _____ Other: _____
Noes: _____ Resolution _____ Ordinance _____
Absent: _____ Comments: _____

Distributed on _____
Completed by _____
of _____

A new ATF is required from _____
Department _____
For meeting _____
of _____

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.
ATTEST: _____
Clerk or Deputy Board Clerk

AGENDA TRANSMITTAL FORM

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<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>05/27/2014</u>
--

Department Head Signature _____

Agenda Title: 2012-2013 Grand Jury Report

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

Presentation by Mr. Mark Patrick, Grand Jury Foreman, relative to the subject report and follow-up report.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A

Committee Review? Name _____ N/A

Committee Recommendation:

Comments: _____

Request Reviewed by:

Chairman TAN

Counsel _____

Auditor EJL

GSA Director HOP

CAO _____

Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

FOR CLERK USE ONLY

Meeting Date 5/27/14 Time _____ Item # 7

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____
 Completed by _____

A new ATF is required from _____
 Department _____
 For meeting _____
 of _____

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.
 ATTEST: _____
 Clerk or Deputy Board Clerk

AFTER PRESENTATION TO THE BOARD OF SUPERVISORS ON MAY 27, 2014 THE RESPONSE TO THE 2012-2013 AMADOR COUNTY GRAND JURY REPORT AND FOLLOW-UP REPORTS WILL BE AVAILABLE FOR REVIEW ON THE AMADOR COUNTY GRAND JURY WEBSITE
WWW.AMADORCOURT.ORT/gj-civil-grandjury.aspx

****PLEASE NOTE THIS IS NOT THE FINAL REPORT OF THE CURRENT GRAND JURY. THAT REPORT WILL BE PRESENTED TO THE BOARD OF SUPERVISORS ON JUNE 24, 2014.****

AGENDA TRANSMITTAL FORM

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Date: 05/21/2014

From: Theodore F. Novelli, Chairman
(Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/> Regular Agenda
<input type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: <u>05/27/2014</u>

Department Head Signature _____

Agenda Title: Secure Rural Schools Act

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

Discussion and possible action relative to recommendations for funding allocations and projects under Title II and Title III of the Secure Rural Schools Act.

Recommendation/Requested Action:

Direct staff to publish the 45 day notice in the newspaper and set the public hearing.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman TFN

Counsel _____

Auditor _____

GSA Director _____

CAO _____

Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

FOR CLERK USE ONLY

Meeting Date 5/27/14

Time _____

Item # 8

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 _____

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 _____

Department _____
For meeting _____
of _____

ATTEST: _____

Clerk or Deputy Board Clerk

Save

Print Form

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 20, 2014

From: Jon Hopkins, Director
 (Department Head please type)

Phone Ext. X759

Department Head Signature [Signature]

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>05/27/14</u>	

Agenda Title: Jail Property Assessment

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

Previously the Board authorized Carter Goble Associates, LLC (CGL) to analyze four identified sites for the jail project and provide an order of magnitude regarding costs. Attached is their report.

Recommendation: Discussion and possible action regarding jail construction options and costs as depicted in Carter Goble Associates, LLC (CGL) report.

Recommendation/Requested Action:
See above recommendation.

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts N/A

Sufficient Funds are available _____

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 type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Comments: <u>CGL report attached</u>			

Committee Review? N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman JFH Counsel _____

Auditor [Signature] GSA Director Hop

CAO _____ Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
GSA-Jon Hopkins; Sheriff-Martin Ryan

FOR CLERK USE ONLY

Meeting Date 5/27/14 Time _____ Item # 9

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. ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____	For meeting of _____	

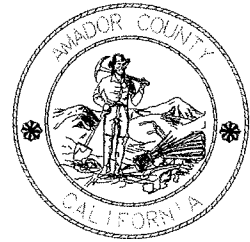
Save

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: jhopkins@co.amador.ca.us



MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *JH*

DATE: May 19, 2014

SUBJECT: Jail property assessment

Since the conditional award of AB 900 monies in November of 2008, the Sheriff, CAO and I have continued to research solutions for the jail overcrowding issue.

The challenges have been:

- Economic recovery
- Project costs
- Timing
- External constraints

On December 10, 2013 the Board entered into a contract with CGL in an effort to exhaust all site options for a jail and provide a report that summarizes those findings (a copy of their agreement is attached for reference). Following discussions regarding the site analysis, the next step would be to authorize staff to move forward with Phase II in accordance with CGL's agreement.

On March 13, 2014 Board of State and Community Corrections (BSCC) provided the County with another time extension to September 11, 2014. The BSCC met with the Board in closed session on February 25, 2014 and discussed concerns regarding AB900 funding timelines. BSCC is expecting the County to deliver project commitment at their Board meeting on September 11, 2014 which includes a resolution to the BSCC stating site assurance and authorization to proceed with the project.

The attached analysis from CGL is to assist the Board in making a decision in that regard. The report also serves to provide valuable information relative to a margin of costs and time frames.

CGL is also prepared to discuss other options with the Board; 1) re-analyzing the program and discuss the benefits in doing so and; 2) financial solutions such as Public-Private Partnerships' and; 3) the second round of SB1022 funding for new adult local criminal justice facilities.

Recommendation: Discussion and possible action based upon the Board's feedback.

AGREEMENT FOR JUSTICE PLANNING SERVICES

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of Dec. 10, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and **Carter Goble Associates, LLC (CGL)**, a California Corporation (the "Contractor").

RECITALS

A. Pursuant to Government Code Section 31000, County desires to engage CGL to provide planning services to evaluate costs, site options and alternatives for the construction of a new jail.

B. Contractor is in the business of providing services similar to those set forth in this Agreement.

C. County desires to engage Contractor, and Contractor 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 CONTRACTOR.

1.1 Contractor shall provide Planning services (the "Work"). The Work is more particularly described on **Attachment A** and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work.

1.2 Contractor shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor'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 Contractor to meet with County to review the quality of the Work and resolve matters of concern; (b) require Contractor 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 Contractor is authorized to proceed immediately upon full execution of this Agreement and delivery of required insurance certificates as required by section 11 below.

1.4 Contractor shall complete each project assigned by County in accordance with an agreed-upon schedule.

2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Contractor existing information in County's possession applicable to 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 Contractor'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. Contractor 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 One Hundred Eighty (180) days after execution. County reserves the right to terminate this Agreement with or without cause on seven (7) days written notice to Contractor. County may immediately terminate this Agreement upon written notice to Contractor in the event Contractor, or any or its employees, agents or subcontractors, fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement. In the case of such early termination, Contractor 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 CONTRACTOR.
 - 5.1 Contractor 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 Contractor shall be paid on a time-and-materials basis, with a cost-not-to-exceed limit of Fifty Nine Thousand Eight Hundred Fifty Dollars and No Cents (\$59,850) in accordance with the fee schedule and list of reimbursable expenses set forth on Attachment B attached and incorporated by this reference. In no event shall total compensation to Contractor under this Agreement exceed the sum of Fifty Nine Thousand Eight Hundred Fifty Dollars and No Cents (\$59,850).
 - 5.2 Contractor shall submit monthly invoices no later than thirty (30) days after the last day of the month in which services were rendered. Invoices must be accompanied by appropriate receipts, required supporting documentation, and a progress report showing progress toward completion of each task constituting the Work. Invoices shall reflect charges for the portions of the Work completed during the reporting period covered by the corresponding progress report. Invoices cannot be paid prior to submission of a progress report for the period in question.
 - 5.3 County shall make payment to Contractor within thirty days following submission of an invoice for payment together with the accompanying progress report. Compensation shall be based upon the services described on the invoice and in an amount properly allowed by the County.
 - 5.4 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request

or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

- 6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
- 6.2 Contractor 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 Contractor to perform the Work, Contractor 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), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.3 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
- 6.4 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor shall not subcontract any portion of the Work unless pre-approved in writing by County's General Services Director. Contractor 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 Contractor 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 Contractor 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 Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor 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 State or County to hold any conference respecting the Work, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference.

8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that Contractor is not acting hereunder as an employee of County, but solely as an independent contractor. Contractor, 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, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor 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. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor 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 Contractor or its principals to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature 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 Contractor 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 Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form and not on a Claims Made or Modified Occurrence Form.

Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this Agreement are concerned.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this Agreement. Automobile Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this Agreement are concerned.

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 \$1,000,000 per occurrence. If

Professional Liability insurance is written on a claims made form, Contractor 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 Contractor 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 email risk@amadorgov.org as evidence that the insurance required above is being maintained. Contractor 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, Contractor 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; 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 Contractor'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 Contractor's insurance and shall not contribute with it.

11.5 Contractor 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 Contractor shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to and approved by County's Risk Manager prior to beginning the Work. If any deductible or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Contractor'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) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Upon notice to either County or Contractor of any actual or alleged claim or loss arising out of or in connection with the Work, Contractor shall immediately satisfy in full any self-insured retention provisions of Contractor's policy

in order to trigger policy coverage and defense for Contractor, additional insureds, and any indemnified party.


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, Contractor 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. Contractor 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. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives, representatives or agents.
13. DOCUMENTS AND RECORDS. Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Contractor shall furnish, on request, all computations, plans & drawings, costs estimates, correspondence and other pertinent data gathered or computed by Contractor for the Work prior to termination. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered.
14. INDEMNIFICATION. Contractor 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 Contractor or Contractor'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. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity. Contractor's indemnity obligations shall not be limited by the amount of insurance provided.
15. PUBLIC RECORDS ACT DISCLOSURE. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7. County will endeavor to maintain as confidential all information obtained by it Contractor has designated in writing to County as a trade secret. County shall not, in any way, be liable or responsible for the disclosure of any trade secret

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.

21. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
22. 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. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.
23. 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.
24. 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.
25. 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.

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

COUNTY OF AMADOR

BY: 
Chairman, Board of Supervisors
Richard M. Forster

CONTRACTOR:
Carter Goble Associates, LLC (CGL), a
California corporation

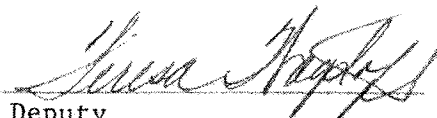
BY: 
Name: W. ROBERT GLASS, AIA

Title: EXECUTIVE VICE PRESIDENT

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

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: 
Gregory Giffott

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 Contractor and County:

- I. Phase I – CGL will provide evaluation assistance for the new jail and present a Site Options Evaluation Report. The report will include:
 - A. Analysis of four identified site options for a new County jail to include:
 1. Existing Amador County Jail and Sheriff’s offices
 2. SPI property
 3. 201.37-acre site
 4. Existing leased Health and Human Services Building
 - B. Develop evaluation criteria for all sites using the Counties input. Analysis examples are as follows:
 1. Is the site suitable to build
 - a. Site constraints (understand if the recommended program is site adaptable [will it fit?])
 - b. Utility infrastructure (understand existing and potential future requirements)
 - c. Future expansion potential
 - d. Parking (is there adequate space)
 2. Real Estate Due Diligence concerns
 3. Environment issues needing remediation
 4. Reuse of existing building (i.e., structural upgrades)
 5. Public perception, i.e., Not in My Back Yard (NIMBY) concerns
 6. Security upgrades
 7. Permitting requirements, (i.e., Cal Trans, other municipalities)
 8. Order of magnitude on construction costs and project scheduling
 - C. Visual overlays of building footprints and spatial diagrams for each site.
 - D. All supporting documentation on each site to develop an understanding and make a reasonable assessment.
 - E. A draft report to the County that demonstrates the best suitable site for designing and constructing the project.
- II. Phase II – Review the County’s most recent needs assessment and programming reports and evaluate building the project on a selected site:
 - A. Review current needs assessment and programming reports
 - B. Recommend space needs that will complement and enhance the current programming, such as the following:
 1. Substance abuse treatment program space needs
 2. Additional square footage required for multiple programs
 - C. Identify areas of major need and recommendations for implementation, including:
 1. Potentially increasing future program space given the change in the type of inmate the County is now supervising

- D. Produce recommendations for the following:
 - 1. Use of AB 900 monies
 - 2. Not using AB 900 monies
 - 3. Impacts of AB 109
 - 4. If County does nothing

III. Phase III – Review, validate, and update County’s construction costs and escalation estimates for a selected site:

- A. Review previous estimates from the County
- B. Assist in updating and validating current construction estimates
- C. Ensure construction estimates reflect recent market pricing
- D. Review escalation costs using most recent and readily available market data

IV. Phase IV – Summary Report

Submit a final comprehensive report from all phases described above.

ATTACHMENT B – COMPENSATION

Compensation will be made based on phases. Estimated reimbursable expenses for the scope of work are included in the phases.

FEES

- PHASE I..... 35%
- PHASE II 25%
- PHASE III 25%
- PHASE IV..... 15%

COST-NOT-TO-EXCEED \$59,850

DELIVERABLES

At the conclusion of each phase, CGL will submit a draft deliverable to the County. Input and comments are anticipated, and those comments will be incorporated into the final comprehensive report.

ADDITIONAL INFORMATION

If the County requests CGL to provide additional services beyond the scope described above, this will be discussed and negotiated and an amendment will be executed.

If CGL believes additional engineering services are required to make this work effort comprehensive, CGL will submit a recommendation to the County.

When CGL approaches 75% of the total fee amount, CGL will request a conversation with the County to evaluate the level of effort to complete the remaining scope of work. Conclusion of that conversation may request additional compensation.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors
 Date: 05/21/2014
 From: Chuck Iley, County Administrative Officer
 (Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>05/27/2014</u>
--

Department Head Signature _____

Agenda Title: 2014-2015 Budget Discussion

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

Discussion and possible action relative to the proposed budgets for the following Departments:

**Amador County Sheriff's Office
 Human Resources Department**

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A

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)

FOR CLERK USE ONLY

Meeting Date 5/27/14 Time _____ Item # 10

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____ Completed by _____	A new ATF is required from _____ Department For meeting of _____	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. ATTEST: _____ Clerk or Deputy Board Clerk
--	--	--

Save

Print Form

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 05/21/2014

From: Louis D. Boitano, District IV
(Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>05/27/2014</u>
--

Department Head Signature _____

Agenda Title: **Mandate Repayment**

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

Discussion and possible action relative to the Chairman's signature on a letter of support regarding the Governor's May Revision Proposal for \$100,000,000 in Mandate Repayment.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A

Committee Review? Name _____ N/A

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman JRW Counsel _____
 Auditor _____ GSA Director _____
 CAO _____ Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

FOR CLERK USE ONLY

Meeting Date 5/27/14 Time _____ Item # 11

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
 Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

Distributed on _____
 Completed by _____
 A new ATF is required from _____ Department _____
 For meeting of _____

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.
 ATTEST: _____
 Clerk or Deputy Board Clerk

Save

Print Form



Louis Boitano <lboitano@amadorgov.org>

ALERT: \$100M Mandate Repayment

1 message

Matt Cate <mcate@counties.org>

Wed, May 21, 2014 at 11:02 AM

To: Matt Cate <mcate@counties.org>

Cc: Legislative Services <LegislativeServices@counties.org>

To: CSAC Board of Directors
County Administrative Officers
County Legislative Coordinators
County Caucus

From: Matt Cate, Executive Director

Re: **Governor's May Revision Proposal for \$100M in Mandate Repayment in Jeopardy**

We learned yesterday that neither the Senate nor the Assembly budget subcommittees will agendize the Governor's May Revision proposal to begin paying off the pre-2004 Wall of Debt mandates owed to counties, cities, and special districts. As you may be aware, if May Revision proposals are not heard by the subcommittees, they are not included in the budgets that are considered in conference committee.

We know that legislators individually are supportive of this item. However, as suspected, it appears to have been caught up in the broader debate between legislative leaders and the Governor about savings/paying off debt versus spending on priority programs. **We are asking you to contact your legislator and encourage their support of this proposal.** We need members to tell leadership that starting to pay off this debt is the right thing to do.

Please remind members that repaying local governments is not like making a debt payment to a bank. Counties will use these funds for public services where needs are highest – public safety realignment, mental health, public health, etc. Those needs are diverse and the Governor's proposal has the added benefit of offering at least some funding for all 58 counties. We also know that some of you may have carried these debts in your departments and will use funding to offset those debts.

You may hear that this repayment is already on a schedule or can be paid down once the new Rainy Day Fund is approved. That is true; statute obligates these mandates to be paid by 2020-21 and this debt is eligible for payment from the amounts set aside in the Rainy Day Fund for debt. However, there are no guarantees that this debt won't continue to be considered a low priority or that revenue will even be

available to make a payment. Paying down debt is good for the state and helps locals. If the Legislature won't start to pay this decade-plus old debt when there's a budget surplus, then when?

Counties have demonstrated our willingness to partner with the state to manage significant policy challenges. Even when the stakes are high, we come to the table, collaborate in good faith, and accept new challenges and responsibilities with the goal of improved outcomes for Californians. Now that the state's fiscal health is somewhat stabilized, it is time to begin to retire this debt.

The Assembly and Senate plan to finalize subcommittee activities this week, so your immediate action is necessary. Please **call** your legislator and urge them to raise this issue with their leaders and share with us your feedback.

We appreciate your support and assistance.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 05/21/2014

From: Jennifer Burns, Clerk of the Board
(Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>05/27/2014</u>
--

Department Head Signature _____

Agenda Title: Minutes

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

Review and approval of the April 8, 2014 and April 15, 2014 Board of Supervisors Meeting Minutes.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A

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)

FOR CLERK USE ONLY

Meeting Date 5/27/14 Time _____ Item # 12

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____
 Completed by _____

 Department
 For meeting
 of _____

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.
 ATTEST: _____
 Clerk or Deputy Board Clerk

Save

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